

**MEMORANDUM OF AGREEMENT**  
(herein after referred to as "MOA")

**Between:** The Canadian Office and Professional Employees Union, Local 378  
(herein after referred to as "COPE")

**And:** Accenture Business Services of British Columbia Limited Partnership  
(herein after referred to as "ABSBC")

**Respecting :** A Tentative Memorandum of Agreement Reached Between the Parties

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**Preamble**

Whereas: the Parties have met in good faith

- a. to discuss and agree to an Adjustment Plan under Section 54 of the Labour Relations Code in order to assist affected employees with their upcoming transition from employment with ABSBC; and
- b. to negotiate and agree to the renewal of the Collective Agreement;

The Parties have reached a tentative agreement on both matters referred to (a) and (b) above;

And the terms of this MOA, attached Appendices and proposals, as tentatively agreed during this set of negotiations, form the settlement in its entirety;

**The Parties therefore agree as follows:**

1. The attached terms and conditions form the MOA are subject to ratification by the Parties' respective principals.
2. The Parties agree to recommend without reservation this MOA to their respective principals, including all employees represented by COPE. ABSBC expressly agrees that the Union shall not be required to release the results of any ratification vote with respect to this Memorandum unless and until ABSBC has ratified this Memorandum and advised the Union in writing of its acceptance.
3. The Parties will communicate to each other the results of ratification by January 31, 2012 subject to 2 above.
4. Unless specifically stated otherwise, all items contained in this MOA will become effective on the date this MOA is ratified by both Parties.
5. All items discussed by the Parties during the negotiations of the Collective Agreement and discussions of the Adjustment Plan and not addressed herein and/or attached will be considered withdrawn.
6. This MOA is presented and tabled in good faith and without prejudice to the Parties' positions on items not tentatively agreed to as of December 9, 2011. If this MOA is not signed by the Parties by end of day December 16, 2011, it shall be deemed withdrawn without prejudice.

7. The Parties will meet within 60 days after ratification to finalize housekeeping language.

**The Collective Agreement:**

8. The Parties agree to renew the Collective Agreement (currently effective from April 1, 2005 to March 31, 2009), with the following amendments:

a. Include/insert all new articles, changes and amendments agreed to and signed during negotiations conducted between May and August 2009 as included in Appendix A (attached and part of this MOA).

b. The Parties agree the following Memoranda of Understanding ("MOU") have expired and will not be renewed:

i. MOU # 55 re. Short Term Incentive Pay (STIP) Program for September 1, 2005 to August 31, 2009,

ii. MOU # 72 re. Tempworks and External Personnel Agency Employees (ending March 31, 2009).

c. Blue Circling:

i. For reference purposes, all provisions of blue circling in the current and the newly negotiated collective agreement shall apply, subject to the following provisions.

ii. Employees currently blue circled shall be subject to the blue circling provisions of the Collective Agreement. Employees, if any, who have already received Article 9 options as of January 1, 2012 shall be subject to the blue circle provisions of the collective agreement.

iii. Subject to 8 (c) (ii) above and effective January 1, 2012, the application of the Collective Agreement provisions regarding blue circling will be suspended for all employees in Technological Services (or Information Technology - IT) and, more specifically, Application Outsourcing and Infrastructure Outsourcing until such time as all displacement processes concerning these employees are completed.

iv. For clarity, for employees who fall within categories identified in 8 (c) (iii) above who chose to bump or take a vacancy during an Article 9 process, the impact on pay rates will be as follows:

(1) An employee will retain his/her rate if it is not beyond the maximum of the lower grouped job. If an employee's rate is beyond the maximum of the lower grouped job, the employee's rate will be reduced to the maximum of the lower grouped job.

9. Employees on payroll as of December 9, 2011 will receive a lump sum payment in accordance with the following.

<b>From Payroll as of Dec. 9, 2011</b>	<b>Lump Sum</b>
Employees hired December 31, 2009 or before	\$ 3,040
Employees hired January 1, 2010 or after	\$ 2,000

10. The new expiry date of the Collective Agreement will be August 31, 2013.

**The Adjustment Plan:**

**RRSP (For information only)**

11. Subject to income tax regulations of the Canada Revenue Agency and the employee's confirmed selection, Human Resources will assist employees affected by a displacement and who elect to leave ABSBC, with the transfer of the monetary value of time banks (overtime, vacation and/or RWWL or Y-days) and/or severance payment to an employee's RRSP. Please note that the Parties agree that this is a service that ABSBC has agreed to provide regardless of the ratification process.

### **Bridging**

12. Subject to all applicable legislation and income tax regulations of the Canada Revenue Agency, for the sole purpose of qualifying for (or bridging to) Early Retirement, Post Retirement Benefits and/or unreduced Pension, and to the extent the employee has not elected to transfer the monetary value of their time bank and/or severance payment to their RRSP ABSBC will :
- a. Subject to the below, allow employees affected by a displacement and who elect to leave ABSBC, to use their time banks (overtime, vacation and/or Y-days) in a manner fitting to his/her circumstances to allow the employee to bridge, as described herein:
    - i. Employees using time banks to bridge will continue to accrue service for the purpose of earning additional vacation entitlements but not for other gains such as RWWL days (Y-Days), seniority or further severance;
    - ii. All additional accrued vacation time entitlements in 12 (a) (i) above can also be used for the purpose of bridging;
    - iii. During the period when such time banks are used for bridging, eligible employees will only be covered for extended health benefits and dental benefits but not, without limitations, for Long Term Disability benefits and/or Short Term Disability benefits (105 sick days) and/or Life Insurance.
  - b. Allow eligible employees affected by a displacement and who elect to leave ABSBC, to use their severance pay as salary continuance in a manner fitting to his/her circumstances to allow the employee to bridge, as described herein:
    - i. Employees using severance pay as salary continuance to bridge will not continue to accrue service on the salary continuance part for the purpose of earning additional vacation entitlements, RWWL days (Y-Days), seniority or further severance;
    - ii. During the period when such severance pay as salary continuance is used for bridging, eligible employees will not be covered by any health and welfare benefits, including, without limitations, extended health benefits, dental benefits, Long Term Disability benefits and/or Short Term Disability benefits (105 sick days) and/or Life Insurance.
  - c. For clarity, time banks and severance can only be used to bridge to the first day upon which the employee is able to reach the appropriate bridge benefit described herein. If there is any time bank credits or severance remaining once the bridging benefit is achieved, such remainder will be paid out as a lump sum to the employee less applicable deduction provided that the employee may elect to direct any or all of such payout to an RRSP, subject to applicable tax rules and regulations.
  - d. For clarity, the bridging provisions described herein may not be utilized to postpone termination of employees who are affected by a displacement and who elect to leave ABSBC but cannot reach early retirement, post-retirement benefits and/or unreduced Pension.

**Expedited Grievance Process**

- 13. All disputes about the interpretation, application or operation of this MOA and/or the Article 9 process will be referred to Mark Brown for expedited resolution by arbitration and, where feasible and applicable, will be patterned after the Alternative Dispute Resolution process in Appendix A (attached and part of this MOA) as agreed to by the Parties during the 2009 negotiations.
- 14. If Mark Brown is not available, the Parties may appoint another mutually agreeable arbitrator.
- 15. The arbitrator may provide a "ruling from the bench" and, regardless, will render his/her written decision, within ten days of the hearing.
- 16. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

**Duration:**

- 17. The amendments to the Collective Agreement are in effect from the date of this MOA is ratified by both parties.
- 18. The Adjustment Plan provisions of this MOA are in effect from the date this MOA is ratified by both parties until August 31, 2013.

**On behalf of COPE 378:**

original signed  
Gwenne Farrell

original signed  
Brad Bastien

original signed  
Nancy Devries

original signed  
Melanie Greenlaw

original signed  
Rob Larson

original signed  
Lucas Meyer

**On behalf of ABSBC:**

original signed  
Binny van Bergen

original signed  
Pierre Choquette

original signed  
Tuan Diep

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**APPENDIX 1 – Summary of Agreed and Signed Amendments to the Collective Agreement (May-August 2009)**





Business Services  
for Utilities

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

Article 1.04	Leave for Union Officers		
Proposal Summary:	ER counter proposal to U2. The 750 hours in 1.04(b)(2)(a) and (b)(3) shall be moved to monetary.		
Date:	23 June 2009	Time:	

### 1.04 Leave for Union Officers

- (a) Employees who represent the Union as determined pursuant to 1.03 (b) and (c) shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.
- (b) 1. The Employer will not charge the Union for salaries of Union representatives excused from work on Union business by arrangement with the employee's supervisor where the leave of absence is 1 day or less.

The Union will reimburse the Employer for all time lost whenever an employee is continuously involved in Union business for more than 1 day, even if it is an Executive Board meeting, and Executive Council meeting, or a combination of the two.

2. (i) The amount of paid leave granted for the purpose of attending to Union business other than as described in Article 1.03(b) above shall not exceed 750 hours per year in total for the bargaining unit.
- (ii) Employees who are appointed as Temporary Union Representatives on a full-time basis by the Union will be granted a leave of absence and the Union will reimburse the Employer in accordance with Article 1.04(b)(1). However, it is understood that the time off for such leave of absence shall not be included in the calculation of the 750 hours referred to in Article 1.04(b)(2)(ii).
3. Where a leave of absence specified in (1) above exceeds 1 day and for all other leaves of absence beyond a total of 750 per year for the bargaining unit, the Union is responsible for the costs of the



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leaves, including salary and a loading factor of twenty-two percent (22%).

(c) LEAVE TO ATTEND UNION GATHERINGS

- (1) Employees who have been elected or appointed by the Union to attend National or local gatherings will be granted leave of absence and the Union will reimburse the employer for this time in accordance with Article 1.04(b). The Union must give the Company notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. Leave will not exceed four (4) weeks. Such leave shall not be unreasonably withheld, subject to operational requirements.
  
- (2) In accordance with Article 1.04(b), leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend emergency gatherings of the Union. Such leave shall not be unreasonably withheld, subject to operational requirements.

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Signed this 23 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):





Business Services  
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**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

<b>Article 1.07</b>	<b>Union Security and Deduction of Dues</b>		
<b>Proposal Summary:</b>	ER counter proposal to UP5.		
<b>Date:</b>		<b>Time:</b>	

1.07 Union Security and Deduction of Dues

- (a) The Employer agrees that all employees covered by this Agreement shall, within 15 days of the date hereof or within 15 days of their employment whichever event shall later occur, as a condition of continued employment become and remain members of the Union.
- (b) The Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made.
  - (1) The Employer will have the membership application and dues deduction authorization form signed at the time of hire. In addition, the Employer will provide the original signed copy of the Membership Application and Dues Deduction Authorization Form to the Union. The Union undertakes to provide sufficient copies of these forms to all Personnel offices.
  - (2) The Employer will advise new employees of the existence of the Local Union, and of the requirements of membership which arise out of our Agreement.



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EMPLOYER PROPOSAL**

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- (3) The Employer will direct all new employees concerned to contact the appropriate Local Union representative following commencement of employment with the Employer. A Union representative shall have the right to meet with each new employee during normal work hours at the employee's work place, for a maximum of 1 hour within the probationary period as operations conditions permit, in order to acquaint the employee with the Union.

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Signed this 17 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



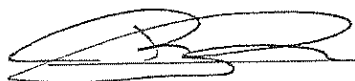
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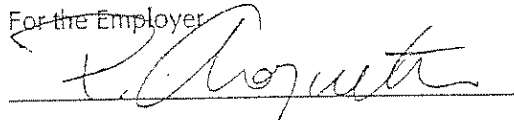
Employer counter			
Number	Affected Article/MOU	Date: June 18, 2009	Time:
U6	1.08	<i>Brief description of the change or deletion</i>	
<p>1.08 Savings Provision</p> <p>(a) In cases where the Collective Agreement covers matters referred to in any official policy, rule or regulation of the Employer, the applicable provisions of the Collective Agreement shall prevail.</p> <p>(b) In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. <u>If the parties are unable to negotiate an agreeable provision, the matter shall be referred to Alternative Dispute Resolution under this agreement for a binding resolution.</u> <i>JL June 18/09</i> </p> <p>(c) The Employer agrees not to enter into agreements with employee(s) which violate the provisions of this Collective Agreement.</p>			

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer







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EMPLOYER PROPOSAL**

Article 1.10	Labour Relations Committee
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Proposal Summary:	ER counter proposal to UP8. Incorporate Article 1.10 and MOU#54. Delete MOU#54.
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Date:		Time:	
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Preamble:

The parties believe that in order to achieve a positive labour relations environment there must be open communication and trust between the parties and a shift towards a more constructive approach to resolving issues of mutual concern. In support of the objective to achieve and maintain positive labour relations, the parties commit themselves to the principles of the Labour Relations Committee.

It is understood that a more favourable relationship cannot be simply negotiated or mandated, it must be developed together by the parties to the relationship. The parties recognize that with a shared relationship philosophy, the current relationship will be improved. Representatives of COPE and ABSU therefore acknowledge the need to work jointly with each other and with their principles toward the development of a more harmonious relationship.

COPE and ABSU also recognize that many factors, both internal and external, have created and will continue to create new challenges to an effective working relationship. The parties therefore wish to set out the principles and guidelines for the establishment of the Committee and to identify the ways in which COPE and ABSU intend to address certain labour relations issues on an ongoing basis. Nothing herein is intended to abrogate any rights presently held by either party.

One of the objectives of establishing this Committee will be to have a mechanism in place to respond to certain issues raised by either party which, if not dealt with in a timely fashion, could adversely affect the relationship between the parties. The parties recognize the importance of developing a consultative Committee for purposes of securing and maintaining a Collective Agreement that reflects the ongoing needs of the parties bound by it and which seeks to build labour relations stability within ABSU.

(a) Working/Problem Solving Sessions

A Labour Relations Committee will be established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within ABSU.



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## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

### (b) Representation

There will be two designated senior representatives assigned from each party, one of which will be the President, COPE Local 378 (or designate), and the other, the National Lead, Labour & Employee Relations, ABSU (or designate). The designated representatives will coordinate their respective agendas and will work toward the resolution of issues brought forward. Other participants may be brought in by the parties on an "as required" basis to act as a resource in helping resolve the issues being addressed.

The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set terms of reference for such Committee including identifying and appointing sub-committee members.

### (c) Responsibilities of Committee

- (1) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In referring matters, the Parties shall agree whether the subject will be dealt with on a standing or ad hoc basis.
- (2) Notwithstanding the above, the Committee shall not have jurisdiction to review wages or any other matter of collective bargaining, including the Administration of this Agreement, except by mutual agreement of the Parties. Every effort will be made to deal with resolvable issues, as defined in Article 1.10(e) as expeditiously as possible. In regard to such issues, the parties will endeavor in good faith to arrive at resolutions without external assistance. However, the parties may agree that some resolvable issues be referred to the ADR process under the Collective Agreement.

### (d) Meetings of Committee

- (1) This Committee will consist of regularly scheduled meetings between the parties, and other such meetings as required, with the expectation that there would be no less than four quarterly meetings per year.

Sub-committee meetings and Committee meetings to address ad hoc issues shall be scheduled as required by mutual agreement of the Parties. Employees shall not suffer any loss of straight time wages for time spent in Committee or sub-committee meetings.

- (2) The Chair of the Committee shall alternate between a Union and an Employer representative.

### (e) Issues to be Addressed

Issues brought forward by the parties may include, but not be limited to, the following: proposed changes to the Collective Agreement (in accordance with (c)(2) above);



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### ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

mutually agreed unresolved issues from the most recent round of collective bargaining; other mutually agreed non-bargaining issues from either party; and, business focused operational issues that have a labour relations impact. Issues brought to the Committee will be discussed on an informal and without prejudice basis, and categorized as being: (1) potentially resolvable within the Committee ("resolvable issues"); (2) not resolvable within the Committee; (3) referable to collective bargaining; or (4) set aside with reasons to the initiator.

(f) Resolution Implementation

Resolutions to issues that involve changes to the Collective Agreement shall be announced and implemented as the parties determine. It is understood that some resolutions may require a ratification procedure.

(g) Communications

Communication of Committee resolutions will be jointly coordinated. To that end, the parties will keep joint minutes. In addition, each party will be free to engage in direct communications with their respective constituents, with a copy of such communiqués being sent to the other party.

(h) Labour Relations Committee: Collective Bargaining

Except in relation to proposed changes to the Collective Agreement, the Committee will continue its activities during periods of formal collective bargaining.

Issues resolved through the Committee that are not ratified and implemented immediately, will subsequently be brought to the bargaining table for incorporation in the next renewal Collective Agreement and will be subject to ratification as part of that settlement.

Signed this 17 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



Business Services  
for Utilities

ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL:

Article 1.11	Emergency Transportation
Proposal Summary:	
Date:	Time:

1.11 Emergency Transportation

At work locations where hospital facilities are not available and an Employee becomes sick or injured while in the course of employment for which hospitalization is required by a doctor, or is considered essential by the first aid attendant or medical attendant when there is no doctor in attendance, the Employer will arrange and pay for the transportation of the employee to and from the hospital if required.

Signed this 22 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):

P. Oregano

[Signature]



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 1.13	Employee Information		
Proposal Summary:	ER counter proposal to U10.		
Date:	22 June 09	Time:	

1.13 Employee Information

~~The Employer will supply on a bi-weekly basis the information contained on ABSU's program #AA010000.~~

The employer will supply the following information in electronic format to the Union: Personnel number, Action effective date, Reason code, Name, Employee status, Full/part time status, Regular/part time status, Pay rate, most recent hire, Job title and code, Pay scale group, Work location, Union seniority date, Home Address, city, postal code, Work phone number and staffing percent. Union dues amount by employee shall be provided on a biweekly basis and changes to employee status shall be provided monthly.

Signed this 23 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):





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Union Number	Affected Article/MOU	Date: June 22, 2009	Time:
U	1.14	Delete Article 1.14	
<p>1.14 Personal Duties Not Required</p> <p>The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.</p>			

Signed off this 22 day of June 2009

For the Union (COPE Local 378)

For the Employer



**COPE LOCAL 378 / ABSU PROPOSALS 2009**  
**Union U-Item Proposals**

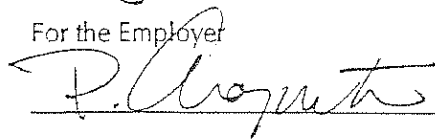
Employer counter			
Number	Affected Article/MOU	Date: May 21, 2009	Time:
U13	2.07	<i>Brief description of the change or deletion</i>	

2.07 Job Evaluation and Work Leadership

- (a) If an employee is assigned substantially all the duties and responsibilities of a Workleader that are as set out in (d) below Memorandum of Understanding #2 ("Work Leadership Responsibilities"), that employee will be designated as a Work Leader, but if an employee is not assigned substantially all of those duties and responsibilities, the employee will not be designated as a Work Leader.
- (b) There may be positions with other forms of work direction and/or guidance, which duties are set out in the job description, however these duties do not represent substantially all of the duties and responsibilities of a Workleader as set out in (d) below MOU #2. Therefore, such positions will not have the "Work Leader" designation in their job title and will be evaluated under the plan.
- (c) Work Leader positions shall be evaluated under the Plan, and where the Plan does not specifically result in a higher job grouping than the positions(s) being work led, a Work Leader position shall be paid one job group above the highest grouped COPE affiliated position over whom the Work Leader has Workleadership MOU#2 responsibilities.
- (d) Work leadership responsibilities shall be as follows:
  - (i) may perform duties largely similar to those whose work he/she directs;
  - (ii) may perform duties related to but at a higher level than the work of the subordinates whom he/she directs;
  - (iii) relieves the supervisor of detailed supervision of routine aspects of the work by-
    1. ensuring even work flow and consistency of effort;
    2. allocating various phases of work to different individuals within a general framework laid down by the supervisor;

Signed off this 21 day of May 2009

For the Union (COPE Local 378)  


For the Employer  




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- 3. transmitting the supervisor's instructions to other employees;
- 4. performing a quality control function in respect to subordinates;
- 5. warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the supervisor who will take suitable disciplinary action;
- 6. assists the supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



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Employer counter			
Number	Affected Article/MOU	Date: May 22, 2009	Time:
U15	3.05		
<p>3.05 Stages of Appeal</p> <p>(a) Stages</p> <p>A grievance may be appealed in writing by the Union or the Employer through the following stages:</p> <p>1. Stage 1</p> <p>immediate Supervisor or Manager and a Union representative or their respective alternate(s);</p> <p>2. Stage 2</p> <p>appropriate Manager and a Union representative or their respective alternate(s);</p> <p>3. Stage 3</p> <p>appropriate Vice-President and Manager, Labour Relations, and a full-time union representative or their respective alternate(s).</p> <p>(b) Dismissal and Termination Grievances</p> <p>A grievance concerning the dismissal or termination of any Employee shall be initiated at Stage 3 of the grievance procedure.</p> <p>(c) <u>Suspension grievance</u></p> <p><u>A grievance concerning the suspension, of any Employee shall be initiated at Stage 2 of the grievance procedure.</u></p> <p>(e d) Job Selection Grievances</p> <p>A job selection grievance shall be initiated at Stage 2 of the grievance procedure.</p> <p>In the event a senior applicant is selected a job selection grievance will not be</p>			

Signed off this 22 day of May 2009

For the Union (COPE Local 378)

For the Employer



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initiated on behalf of a junior candidate.

(d e) Policy Grievances

A Policy Grievance shall be initiated at Stage 3. Policy Grievances shall be heard between the President of the Union and the Manager of Labour Relations, or their respective alternates. The Parties specifically agree that a policy grievance may seek financial redress.

(e f) Group Grievance

A Group Grievance which involves more than one employee in the same headquarters shall be initiated at Stage 1. Where a Group Grievance includes employees from more than one headquarters it shall be initiated at Stage 2.

(f g) Bypassing Stages

By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to any grievance.

Signed off this 22 day of May 2009

For the Union (COPE Local 378)

For the Employer



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<b>Employer counter</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: May 22, 2009</b>	<b>Time:</b>
U16	3.06	<i>Brief description of the change or deletion</i>	
<p>3.06 Time Limits</p> <p>(a) Initiating a Grievance</p> <p>(1) Individual grievances under this Article must be initiated within 45 calendar days of the Employee's awareness of the circumstances giving rise to the grievance.</p> <p>(2) Group or policy grievances under this Article must be initiated within 60 calendar days of the Employee, the Union, or the Employer becoming aware of the occurrence or circumstances giving rise to the grievance.</p> <p>(3) In the case of a job selection grievance, the grievance must be initiated within 15 full calendar days from the date of receipt of the written notification of the employee's unsuccessful candidacy. An extension to this limit shall be given where an employee wishing to raise a job selection grievance is absent on approved leave of absence, sick leave or vacation.</p> <p>(b) Convening a Grievance Hearing</p> <p>A grievance hearing under this Article must in each case be convened within 20 calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.</p> <p>(c) Grievance Hearing Response</p> <p>The grieving Party shall be provided with a written response by the other Party within 20 calendar days following the date of the conclusion of the grievance hearing.</p> <p>(d) Appealing a Grievance Denial</p> <p>A grievance which is denied at Stage 1 or 2 of the grievance procedure must be appealed to the next stage of the grievance procedure within 20 calendar days following the date of receipt of the written denial of the grievance.</p> <p>(e) Referral to Arbitration</p>			

Signed off this 22 day of May 2009

For the Union (COPE Local 378)

For the Employer



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A grievance, which is denied at Stage 3 of the grievance procedure, must be referred to arbitration within ~~30~~ 60 calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union. Requests by either Party for extension of applicable time limits shall not be unreasonably denied.

Signed off this 22 day of May 2009

For the Union (COPE Local 378)

For the Employer



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**Union U-Item Proposals**

Employer Counter			
Number	Affected Article/MOU	Date: May 21, 2009	Time:
U20	4.01	<i>Brief description of the change or deletion</i>	
<p>4.01 (a) Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.</p> <p>(b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.</p> <p>(c) Biweekly rates are computed on the basis of 46% of monthly rates.</p> <p>(d) For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0435.</p> <p>(e) Depending on the circumstances of the job, job evaluation exclusion rates are set subject to negotiation with arbitration if required.</p> <p>(f) The Employer may pay employees by direct deposit of salary to the financial institution(s) of the employee's choice. The Employee shall have the right to change the financial institution of his/her choice upon 10 calendar days notice to the Employer.</p> <p>(g) <u>Red-Circle Salaries</u></p> <p><u>Employees whose salaries are "red-circled", i.e. above the maximum of an expired salary range, shall receive only that portion of any salary increase which will bring their salaries to the maximum of the same salary range in the new scales.</u></p> <p>(h) <u>Method of Rounding</u></p> <p><u>All monthly salaries are rounded to the nearest whole dollar, and all hourly wage rates are rounded to the nearest whole cent:</u></p> <p><u>- 0.50 and over are rounded to the next whole cent (dollar)</u></p> <p><u>- 0.49 and under are rounded to the last whole cent (dollar).</u></p>			

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer





COPE LOCAL 378 / ABSU PROPOSALS 2009  
 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009 /	Time:
U22	4.03	Brief description of the change or deletion	

~~4.03 Trade Differentials and Floor Rates~~

~~(a) Definitions~~

- ~~1. Floor Rate: a minimum monthly rate established to maintain a pay relationship between a job within the COPE 378 bargaining unit and a job in another union within the same company.~~
- ~~2. Trade Differential: the adjustment amount which must be added to the base rate of an employee in a floor rated job to increase the employee's pay to the floor rate established for the job.~~

~~(b) Criteria~~

~~The purpose of floor rates is to establish and maintain a relationship between the salary paid to employees assigned to a position that entails a direct working relationship with members of other unions within the same company and the wages of those members.~~

~~Entitlement to a floor rate is conditional upon this direct working relationship complying with the following:~~

- ~~(1) the duties performed by the employee must be interrelated with the union position over which the floor rate is based and must further relate to a major job responsibility of that base position; and~~
- ~~(2) the employee must be responsible for determining the methods and procedures to be followed by the members of the other union(s); and~~
- ~~(3) the employee must be responsible for ensuring that the work completed by the member(s) of the other union conforms to the Employer's specifications, standards and/or other relevant codes; and~~
- ~~(4) the member(s) of the other union must be assigned to the employee to either:~~

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



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- ~~(a) assist the employee in completing work assignments; or~~
- ~~(b) complete work assignments with the assistance and/or direction of the employee; or~~
- ~~(c) receive technical training in one or more major job responsibilities where such training is of a nature that it will qualify the member(s) of the other union to perform an approved position in their own bargaining unit, and where the employee is responsible for assessing the capability and eligibility of the trainees to be appointed to the end position; and~~

~~(5) the working relationship between the employee and the members of the other union must be an ongoing and demonstrable part of the COPE 378 job; "once only" or hypothetical situations will not attract a floor rate.~~

~~(e) Floor Rate Type~~

~~Parity or a 5% differential will be determined as follows:~~

~~(1) Parity~~

~~When all criteria in 4.03(b) are met except 4.03(b)(4)(c).~~

~~(2) 5% Differential~~

~~When all criteria are met, or when all criteria are met except 4.03(b)(4)(a) and/or 4.03(b)(4)(b).~~

~~(d) Monthly Floor Rate Calculation~~

~~Where the regular monthly hours total 163.06 and the regular hours are 7.5 per day, or where the regular monthly hours total 173.93 and the regular hours are 8 per day the calculation of the monthly floor rate shall be:~~

~~(1) Parity~~

~~1.00 x hourly rate of base job x regular monthly hours of base job;~~

~~(2) 5% Differential~~

~~1.05 x hourly rate of base job x regular monthly hours of base job.~~

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For the Union (COPE Local 378)

For the Employer

\_\_\_\_\_



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Union U-Item Proposals

~~(e) Administration~~

- ~~(1) Disputes arising from the application of the Floor Rate Criteria are subject to Article 3, Grievance Procedure, of the Collective Agreement.~~
- ~~(2) Each Floor Rated Job will be reviewed and tested against the above defined criteria at the time that the Floor Rate is established, and at least once every 3 years as a part of the Job Evaluation Section cyclical audit of all COPE 378 bargaining unit jobs with a report forwarded to the Parties in the attached format as a part of that review process.~~
- ~~(3) Each Floor Rate established under Article 4.03 will be documented on a Trade Differential Sheet, a copy of which will be supplied to the local union; Floor Rates will be recalculated when the wage for the base job is changed and will be effective on the same date as the change in wage. The Local union will be advised in writing of recalculations of Floor Rates.~~
- ~~(4) The effective date for the implementation of the Floor Rate Criteria to be 10 May 1983.~~
- ~~(5) Employees in jobs that no longer qualify for a floor rate as of the effective date should not be affected by the new Floor Rates Criteria. However, new or transferred employees assigned to previously Floor Rated Jobs on or after the effective date will not be eligible to receive a Floor Rate or Trade Differential.~~

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



**COPE LOCAL 378 / ABSU PROPOSALS 2009**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: May 26, 2009	Time:
U38	7.03	<i>Brief description of the change or deletion</i>	
<p>7.03 Promotions, Demotions and Transfers</p> <p>(a) The following definitions will apply in the event of job changes occurring within or between salary scale categories; i.e. office to office, non-office to office, non-office to non-office or office to non-office.</p> <p>(1) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.</p> <p>(2) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.</p> <p>(3) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.</p> <p>(4) By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for 1 full working day or more and for 6 months or less.</p> <p>(5) By definition "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.</p> <p>(6) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.</p> <p>(7) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.</p> <p><del>(8) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Article 4.03.</del></p>			

Signed off this 26 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
 Union U-Item Proposals

Union Number		Date: May 26, 2009	Time:
Affected Article/MOU		Brief description of the change or deletion	
U39	7.04	7.04 Permanent Promotions	
<p>(a) When an employee is promoted the employee will receive an increase of 5% of his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group the employee shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum. For the purposes of this clause, "base rate" shall mean salary for the former job plus any prorated length-of-service increase as determined under Article 4.04 <u>3(i)</u>.</p> <p><del>(b) When an employee is promoted from one floor rated job to another floor rated job the employee will receive an increase on his/her base rate in accordance with (a) above. Further, where the old floor rate is lower than the new floor rate the employee will receive the new floor rate; but where the old floor rate is higher than the new floor rate the employee will be red circled at the old floor rate.</del></p> <p><del>(c) When an employee is promoted from a floor rated job to a non floor rated job the employee will receive an increase on his/her base rate in accordance with (a) above. Further, where the old floor rate is higher than the new base rate the employee will be red circled at the floor rate.</del></p> <p><del>(d) b</del> When an employee is promoted from a position he/she has taken under the provisions of Article 7.07(a) and (b), the following salary policy will apply:</p> <ol style="list-style-type: none"> <li>(1) If the employee has been on the lower grouped job more than 1 year the employee shall be promoted in accordance with 7.04(a) above.</li> <li>(2) If the employee has been on the lower group job less than 1 year and is promoted to the same group he/she held prior to demotion, the employee will receive the salary he/she would have achieved had the employee remained on that higher job group level.</li> <li>(3) If the employee is promoted to job group higher than that he/she held prior to his/her demotion, the employee's salary will be determined by applying firstly the provisions of 7.04 (d)2 and then the provisions of 7.04(a).</li> </ol>			

Signed off this 26 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union Number	Affected Article/MOU	Date: June 18, 2009	Time:
U41	7.06	Brief description of the change or deletion	
7.06 Lateral Transfers			
<p>(a) <del>When an employee is, by definition, laterally transferred from one floor rated job to another floor rated job the employee will retain his/her old base rate. Further, where the old floor rate is lower than the new floor rate the employee will receive the new floor rate; but where the old floor rate is higher than the new floor rate the employee will be red circled at his/her old floor rate.</del></p> <p>(b) <del>When an employee is, by definition, laterally transferred from a floor rated job to a non-floor rated job the employee will retain his/her old base rate and be red circled on his/her old floor rate.</del></p>			

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union		Date: May 26, 2009	Time:
Number	Affected Article/MOU		
U41	7.06	Brief description of the change or deletion	
7.06 Lateral Transfers			
<p>(a) <del>When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job the employee will retain his/her old base rate. Further, where the old floor rate is lower than the new floor rate the employee will receive the new floor rate; but where the old floor rate is higher than the new floor rate the employee will be red-circled at his/her old floor rate.</del></p> <p>(b) <del>When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job the employee will retain his/her old base rate and be red-circled on his/her old floor rate.</del></p>			

Signed off this 26 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
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Union Number	Affected Article/MOU	Date: June 18, 2009	Time:
U45	7.12	<i>Brief description of the change or deletion</i>	
<p>7.12 <del>Bulletining jobs Group 4 and Below</del></p> <p>(a) <del>Bulletining of jobs at Group 4 or below may be waived by agreement with the Union.</del></p> <p>(b) <del>At the discretion of the Employer it shall not be necessary to bulletin jobs Group 4 or below in the Northern Division; the South Interior; north of the Malahat on Vancouver Island; in Sechelt, Powell River, Hope and Lillooet.</del></p> <p>(1) <del>Although the geographic area described in Article 7.12(b) is delineated in terms of reference relating to Hydro's Electrical Operations Group, it will not be necessary to bulletin jobs Group 4 or below when the established headquarters of such jobs are within this geographic area, regardless of the organizational division in which the jobs are functionally located.</del></p> <p>(2) <del>In order not to restrict the right of Union employees to apply for such positions, the following method of applying such positions will be used: applications may be made to the Personnel manager of the area concerned, who in turn will acknowledge receipt of the application. Thereafter the employee applicant and the Union will be advised of each vacancy and the resultant selection.</del></p> <p>(c) <del>The provisions of Article 7.09 shall apply when employees as defined in that Article apply on vacancies as provided in 7.12(b)2.</del></p>			

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer





**COPE LOCAL 378 / ABSU PROPOSALS 2009**  
**Union U-Item Proposals**

<b>Union Number</b>	<b>Affected Article/MO</b>	<b>Date: May 14, 2009</b>	<b>Time:</b>
U46	7.13	Brief description of the change or deletion	

~~7.13 Entry Level Jobs~~

~~(a) All vacancies in entry level jobs listed below shall be bulletined unless otherwise mutually agreed. Notwithstanding the provisions of Article 7.09 the Employer may fill entry level job vacancies by selecting applicants from outside the bargaining unit except that in the case of the Programmer Analyst Trainee, Group 8, and the Staff Auditor Trainee, Group 6, the Employer may fill up to one half of the vacancies from outside the bargaining unit without reference to the Union. The Union may refer unemployed Union members to company employment offices for consideration against entry level job vacancies.~~

~~(b) Entry Level Job List~~

- ~~Chainman, Rodman Non office~~
- ~~Draftsman Group 5~~
- ~~Meter Reader Non office~~

~~these jobs are found in several divisions of the Employer and all are considered to be included in this list.~~

- ~~Internal Audit~~
- ~~Staff Auditor Trainee Group 6~~

- ~~Electrical Operations~~
- ~~Chart Changer Non office~~

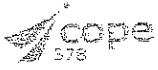
- ~~Financial~~
- ~~Pay Distribution Clerk 3 Group 5~~
- ~~Rate Clerk Group 5~~

- ~~General Services~~
- ~~Records Clerk Non office~~
- ~~Receiver Shipper Clerk 2 Group 5~~

Signed off this 22 day of June 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Computer Systems	
Programmer Analyst Trainee	Group 8
System Engineering	
Laboratory Assistant	Group 5

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 8.03	Meeting to Review Impact		
Proposal Summary:	ER counter proposal to U47.		
Date:		Time:	

8.03 Meeting to Review Impact

The Employer shall meet with the Union within 7 calendar days of the date on which notice is given pursuant to Article 8.02 to review the effects of the intended disposal. This review will include the identities of the employees whom it is anticipated may or will be displaced. The intent of this clause is not meant to supersede Section 54 of the Labour Relations Code.

Signed this 22 day of June 20 09

For the Employer (ABSU):

For the Union (COPE Local 378):



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 8.05	Training
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Proposal Summary:	ER counter proposal to U48.
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Date:		Time:	
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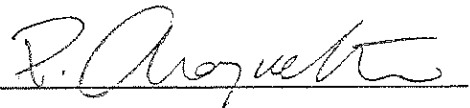
8.05 Training

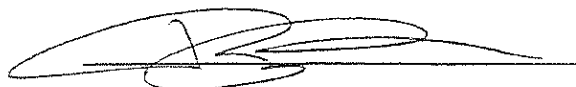
In the event that new procedure(s) is/are introduced into an employee's position, the employee shall be eligible for training. The Employer and the Employee shall meet within 30 days to develop a training plan and a schedule of completion.

Signed this 22 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):





**ABSU/COPE 378 BARGAINING 2009**  
**EMPLOYER PROPOSAL**

<b>Article 9.01</b>	Displacement, Layoff and Recall - Definitions
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<b>Proposal Summary:</b>	ER counter proposal to U49:
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<b>Date:</b>		<b>Time:</b>	
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9.01 Definitions

(a) Displacement

A displacement for the purposes of this Agreement shall occur when a regular employee loses his or her current position due to:

- (1) a lack of work; or
- (2) implementation of new procedure, including but not limited to, technological change in accordance with the terms and conditions of this Agreement; or
- (3) the transfer or other disposal of operations in accordance with the terms and conditions of this Agreement. It is understood that this Article 9.01(a)(3) shall only apply when a regular employee exercises his right not to transfer in accordance with Article 23.03.

(b) Layoff

A layoff for the purposes of this Agreement shall occur when a regular employee is displaced, as defined in Article 9.01(a) above, such that he or she is without work. Displacement shall be in inverse order of seniority provided the senior employee(s) has the ability to perform the remaining work. Such displacement will be by job title, within a department at a headquarters. Where a senior employee otherwise has the ability to perform the work in question but is being displaced due to not being offered a specific training opportunity that was provided to a junior employee, the employee will be offered the training to enable them to perform the remaining work subject to the training being completed within a 90 calendar day period. The training will be offered to the original displacement only.

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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(c) Established Headquarters

Established headquarters for the purposes of this Article shall mean the location where the employee normally works, reports for work, or the location to which he/she returns between jobs.

(d) Local Geographic Area

Local Geographic Area for the purposes of this Article shall mean the area within a 50 kilometer radius of an employee's established headquarters. Furthermore, distance will be determined by ABSU through GPS or other precise methods for determining distance, and will be measured 'door-to-door', 'headquarters-to-headquarters', and by the most direct and efficient land route. Anomalous distances and their designations include the following (in both directions):

- Courtenay – Powell River deemed over 50 km
- Duncan – Ganges deemed over 50 km
- Victoria – Ganges deemed over 50 km
- Qualicum – Powell River deemed over 50 km
- Campbell River – Powell River deemed over 50 km
- Nanaimo – Sechelt deemed over 50 km
- Mainland – Gulf Islands/Vancouver Island deemed over 50 km

(e) Division

A division for the purposes of this Article shall mean an organizational unit headed by an "executive" who reports directly to the President.

Deleted: photogrammetry

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Signed this 22 day of June 20 09

For the Employer (ABSU):

For the Union (COPE Local 378):

D. Arquette [Signature]



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 9.04	Meeting to Review Impact		
Proposal Summary:	ER counter proposal to U52.		
Date:		Time:	

9.04 Meeting To Review Impact

The Employer will meet with the Union within 7 calendar days from the date that notice is provided under Article 9.02, to review the effects of the intended displacement of any regular employees. This review will include the identities of the regular employees whom it is anticipated will or may be displaced. The intent of this clause is not meant to supersede Section 54 of the Labour Relations Code.

Signed this 22 day of June 20 09

For the Employer (ABSU):

For the Union (COPE Local 378):



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Employer counter			
Number	Affected Article/MOU	Date: June 18, 2009	Time:
U56	9.09	<i>Brief description of the change or deletion</i>	
9.09 Employee Options			
A regular employee who is subject to displacement shall have the right to select one of the following options. Upon written presentation of the options, the employee shall have <u>3</u> <del>5</del> full working days to select an option. This time limit may be extended by the mutual agreement of the Parties:			
(a) accept training, if applicable; or			
(b) accept placement in a vacant position, either within or outside the bargaining unit, in accordance with the provisions of this Article; or			
(c) exercise the bumping rights referred to in this Article; or			
(d) accept layoff, retaining the right to recall and to severance pay in accordance with this Agreement; or			
(e) accept severance in accordance with Article 9.03 of this Agreement.			

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer





COPE LOCAL 378 / ABSU PROPOSALS 2009  
 Union U-Item Proposals

Union		Date: June 18, 2009	Time:
Number	Affected Article/MOU	Brief description of the change or deletion	
U81	14.11	<p>14.11 Proration of Annual Vacation Entitlement</p> <p>(a) <del>Absences due to A.V., Time off Bank, WCB, RWWL, and pregnancy/parental leave.</del>          Absences due to A.V., Time Off Bank, WCB, RWWL and pregnancy/parental leave will not reduce subsequent vacation entitlements.</p> <p>(b) Absences due to sick leave and income continuance: In any case, where an accumulation of such absences exceed 6 calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by one-sixth for each full month of absence in excess of 6 months.</p> <p>(c) Absences other than in (a) and (b) above: <del>Where</del> an accumulation of such absences exceed 3 calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth for each full month of absence in excess of 3 months.</p>	

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 18.01	Working Practices
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Proposal Summary:	ER counter proposal to U99.
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Date:	23 June 09	Time:	
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18.01 Working Practices

- (a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- (b) Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.
- (c) No employee shall undertake any work which the employee deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the local Occupational Health and Safety Committee. Issues related to extreme temperature conditions shall be referred to the Occupational Health and Safety Committee for evaluation under the ABSU Heat Stress and Cold Stress plans.
- (d) No employee shall be subject to discipline for ~~getting in accordance with~~ ~~Regulatory and safety work~~ ~~because of unsafe conditions~~ as per the Workers' Compensation Board Health and Safety Regulations. ~~of the~~ ~~Workers' Compensation Board Industrial Health and Safety Regulations.~~

Signed this 23 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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Article 19.02	Union Representation		
Proposal Summary:	ER counter proposal to UP101. Additions/changes per below.		
Date:		Time:	

19.02 Union Representation

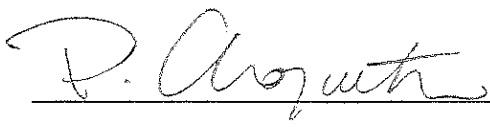
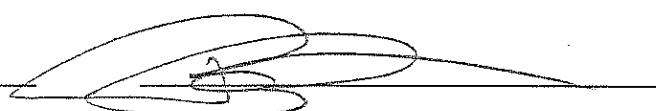
An employee who is subject to discipline, discharge or termination must have at least one Union representative present at all times to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

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Signed this 17 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 19.06	Discipline and Dismissal - Paid Time
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Proposal Summary:	ER counter proposal to U103.
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Date:	22 June 09	Time:	4:45
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19.06 Paid Time

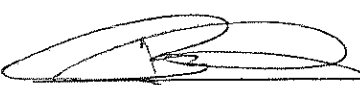
Employees required by either the Employer or the Union to attend or participate in any investigation, discussion, or meeting leading up to and including the imposition of discipline or dismissal of any employee under this Agreement, shall be permitted to do so on company time. Such time paid for by the Employer shall not exceed 7.5 hours per day per person. Employees to be granted paid time under this clause 19.06 will first obtain approval of their supervisor and such requests will not be unreasonably denied. For further clarity it is understood management in the call centre shall grant time off with pay for job stewards and employees to interview or be interviewed when investigating complaints, or discipline or dismissal.

Signed this 22 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):

  
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COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union Number	Affected Article/MOU	Date: June 18, 2009	Time:
U106	20.01	<i>Brief description of the change or deletion</i>	
20.01 It is the Employer's general intent to foster a learning environment that encourages individuals to maximize their potential within the company in line with current and future business requirements. To this end the Employer will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Employer. This assistance may be in the form of financial aid, formal training, job rotation training, mentoring, coaching or other developmental opportunities, in accordance with the following provisions.			

Signed off this 18 day of June 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 20.03	Job Rotation		
Proposal Summary:	ER counter proposal to U108.		
Date:		Time:	

20.03 Job Rotation

- (a) Selection for job rotation training will be made only from those employees whose job performance and potential warrant it and express a willingness to job rotate.
- (b) It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Employer.
- (c) Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.
- (d) Employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.
- (e) Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:
  - (1) The purpose of the rotation program as it applies to the individual.
  - (2) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
  - (3) The period of the assignment: This will normally be 6 months. There will be a 3 month and 6 month evaluation of the employee's performance when his/her progress will be discussed with him/her.
- (f) Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for 6 months or less, renewable for a further 6 months by agreement with the Union.
- (g) The Employer's salary administration policy provides no impediments to a rotation program:



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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- (1) An employee moving to a position which is at the same level or lower level than his/her regular position will retain his salary and continue to be treated in terms of salary progression on his/her regular job.
  
- (2) An employee moving to a position which is at a level higher than his/her regular position will maintain his/her present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply). Upon return of the applicant to his/her regular job, the employee will return to the salary he/she would have reached had he/she remained on his/her regular job.
  
- (h) Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.
  
- (i) The Personnel manager, in liaison with Human Resource Planning and Development, will assist line organization in working out job rotation projects for training purposes.

---

Signed this 22 day of JUNE 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

Article 27.01	Memoranda of Understanding - Agreement		
Proposal Summary:	Counterproposal to UP112. Amend as per below.		
Date:		Time:	

27.01

(a) Duration

This Agreement shall be binding and remain in full force for the period from and including April 1, 2009 to and including March 31, 20XX.

(b) Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

(c) Agreement To Continue In Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

(d) Exclusion Of Operation: Section 50(2) and 50 (3) L.R.C. The Parties agree to exclude the operation of Section 50(2) and 50 (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

(e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

(f) WHEREVER the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.



**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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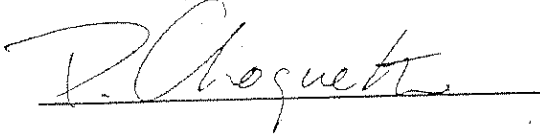
IN WITNESS WHEREOF, the Union and the Employer have caused this agreement to be executed in their names by their duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_ 2009.


---

Signed this 17 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):

  
\_\_\_\_\_

  
\_\_\_\_\_





COPE LOCAL 378 / ABSU PROPOSALS 2009  
Employer -Item Proposals

Employer			
Number	Affected Article/MOU	Date: May 26, 2009	Time:
E	MOU 5	<i>Referrals for Temporary Summer Jobs</i>	
Delete			

Signed off this 26 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL

MOU#8	Use of ABSU Communications and Information Technology Systems by the Union
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Proposal Summary:	Renew current language.
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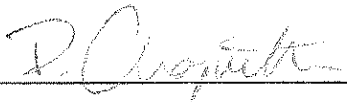
Date:	22 June 09	Time:	
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Renew MOU#8.

Signed this 22 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):







COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U120	MOU 12	Public Liability Coverage Move to new Article 1.16 No change to language	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U122	MOU 17	<i>Retired Employees Posting of job vacancies</i>	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U124	MOU 21	<i>Video display terminals</i>	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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MOU#24	Training Situations
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Proposal Summary:	Delete MOU#24.
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Date:	23 June 2009	Time:	
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Delete entire MOU.

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Signed this 23 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):

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COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U125	MOU 29	Access to child care	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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MOU#28	Job Sharing
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Proposal Summary:	Renew as MOU
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Date:		Time:	
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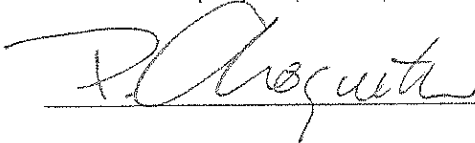
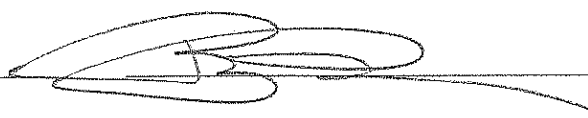
Renew as MOU. Keep existing language.

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Signed this 16 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U126	MOU 30	<i>Union shop cards and decals Move to article 1.05e</i>	
Move MOU 30 to Article 1.05e and delete MOU 30			

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

MOU#35	Employees on Selection Committees		
Proposal Summary:	Renew as MOU. Remove reference to MOU#2.		
Date:		Time:	

### MEMORANDUM OF UNDERSTANDING #35 (Previously Letter of Understanding #35)

RE: PARTICIPATION BY EMPLOYEES IN JOB SELECTION

(Refer to MOU #2)

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is agreed that only supervisory, managerial, excluded employees (who are engaged in matters related to personnel functions pursuant to Section(s) 1 and 139 of the Labour Relations Code of British Columbia, or any equivalent successor legislation) shall be authorized to make job selection decisions under the Collective Agreement.
- (2) It is agreed that in the application of Paragraph (1) above, a Work Leader or other designated Employees in the bargaining unit who have specific technical expertise may act as advisor to the Employer during the job selection process under the Collective Agreement. It is understood and agreed that such advisor shall only provide technical input about the requirements of the job which is under competition and may be required to prepare assessment and testing materials for the selecting manager.
- (3) It is agreed that when a Union member participates in the job selection process as set out under Paragraph (2) above, it shall be voluntary and shall not be deemed to be a condition of employment. It is understood and agreed that if the work performed in this advisory capacity warrants a temporary promotion then the applicable provisions of the Collective Agreement, concerning temporary promotion, shall apply.
- (4) The Employer specifically agrees not to amend any job description held by an Work Leader or any other COPE 378 affiliated job description to incorporate job selection responsibilities into their duties or attempt to have them designated as excluded Employees pursuant to the Labour Relations Code of British Columbia, or any successor legislation.
- (5) The Employer specifically agrees not to compel any Employee in the bargaining unit who participates in the job selection process in accordance with Paragraph (2) above to

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

testify before either an arbitrator or the Labour Relations Board of British Columbia, or any of its successors.

- (6) The Memorandum Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (7) This Memorandum Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed this 17 day of June 2007

For the Employer (ABSU):

For the Union (COPE Local 378):

D. Choquette

[Signature]



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union Number	Affected Article/MOU	Date: May 14, 2009	Time:
U130	MOU 36	<i>Duty to Accommodate</i>	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

<b>Mou#40</b>	<b>Application of Article 7.10(h)</b>
Proposal:	Delete first paragraph Delete "was" in first sentence of second paragraph to "is" Move to 2 <sup>nd</sup> paragraph of Article 7.10(h) immediately following first sentence of that paragraph

Date:		Time:	
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**MEMORANDUM OF UNDERSTANDING #40  
RE: APPLICATION OF ARTICLE 7.10(h)**

~~With respect to the language found in Article 7.10(h) which reads "...Where an employee who bids laterally on the same position they currently hold does not possess the required educational qualifications, they shall be deemed to possess such qualifications...", the Parties agree to the following:~~

It is understood that this language was is not intended to "automatically" apply to temporary employees nor regular employees temporarily holding positions other than their regular positions. Notwithstanding this, it is further understood that although these employees are not "automatically" deemed to meet the educational requirements by virtue of this language, they may be otherwise deemed to possess such qualifications through and appropriate assessment. Any equivalencies applied in these circumstances shall be applied in a fair and consistent manner.

Signed at \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_

S. Watson \_\_\_\_\_ D.S. Connelly  
Senior Business Representative \_\_\_\_\_ Labour Relations Officer  
COPE Local 378 \_\_\_\_\_ BC Hydro

~~1996-12-20~~  
Date

~~[This MOU was amended on the 30<sup>th</sup> of May, 2006 to reflect the Union's change of name from the Office and Professional Employees' Union, Local 378 (OPEIU, Local 378) to Canadian Office and Professional Employees Union, Local 378 (COPE, Local 378)]~~



Business Services  
for Utilities

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

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### Amended Article 7.10(h)

- (h) Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure. The Employer shall ensure that in the exercise of its job selection rights under this article that no discrimination or favouritism affects any particular applicant for a job posting.

It is agreed that the selection criteria for each job with more than 20 incumbents shall be the same, subject to specific emphasis of the job duties of each position.

Where an employee who bids laterally on the same position he/she currently holds does not possess the required educational qualifications, he/she shall be deemed to possess such qualifications. It is understood that this language was is not intended to "automatically" apply to temporary employees nor regular employees temporarily holding positions other than their regular positions. Notwithstanding this, it is further understood that although these employees are not "automatically" deemed to meet the educational requirements by virtue of this language, they may be otherwise deemed to possess such qualifications through and appropriate assessment. Any equivalencies applied in these circumstances shall be applied in a fair and consistent manner. Where the employer has established an equivalency for required qualifications, such equivalency shall be applied in a fair and consistent manner. ~~(Also see Memorandum of Understanding #40).~~

- (i) The Employer will provide the Union copies of all job bulletins in a timely manner. The Employer will provide the Union with copies of applications for COPE 378 job bulletins upon request to the local Personnel Offices. The Employer will provide the Union with the name, existing job title and employee number of successful COPE 378 applicants for the Employer job vacancies, COPE 378 jurisdiction.
- (1) The Employer may use testing to assess the requisite skills and abilities of applicants. Where used, tests must be administered fairly and without bias, and must be relevant to the job. More specifically, all candidates must receive the same questions and be provided with equal time in which to complete the test.
- (2) An employee who is given any test for job selection purposes under this Agreement shall have the right to review his or her test results and all documents relevant to the test, upon request.

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Signed off this 26 day of May 2009





Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

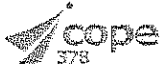
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For the ABSU:

A handwritten signature in cursive script, appearing to read "P. Arquette", written over a horizontal line.

For the Union (COPE Local 378):

A handwritten signature in cursive script, appearing to be a stylized name, written over a horizontal line.



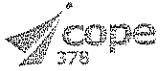
COPE LOCAL 378 / ABSU PROPOSALS 2009  
Employer -Item Proposals

Employer			
Number	Affected Article/MOU	Date: May 26, 2009	Time:
E	MOU 43	<i>Work Experience Placements- Career and Personal Planning Program</i>	
Delete			

Signed off this 26 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 14, 2009	Time:
U135	MOU 51	<i>Seven day per week shift operations at network operation services</i>	
Delete			

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

MOU#58	Positions Excluded from the Bargaining Unit
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Proposal Summary:	
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Date:	23 June 09	Time:	
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Whereas there is a desire to establish an effective process to deal with the issue of whether new or reclassified jobs are included in, or excluded from, the Union's bargaining unit.

IT IS AGREED THAT:

- (1) This Agreement establishes a dispute resolution mechanism which shall be used by the Parties in lieu of Section 139 of the *Labour Relations Code*.
- (2) Where a Business Unit intends to create a new EMP position at a job grade 4 or lower in BC, or intends to reclassify an existing position from the Union's Bargaining Unit to EMP at job grade 4 or lower, the Business Unit shall notify Human Resources (HR) of its intention.
- (3) Paragraph 2 is subject to an anomaly in that some Administrative Assistants are included in the bargaining unit and some are not. The general rule is that Administrative Assistants are included in the bargaining unit with the exception of the following:
  - (a) Administrative Assistants to the Executive Management (i.e. vice-presidents reporting directly to the President) shall be excluded;
  - (b) One Administrative Assistant to each direct report to the Executive Management shall be excluded;
  - (c) Given the historical practice in Customer Care Operations in BC as well as the Munroe award determinations, one Administrative Assistant to each of the following positions in Customer Care Operations shall also be excluded: Director, Billing Operations; Director, Field Service Operations; and, Director, Customer Care Support.
- (4) Within five working days of a notice of intention from a Business Unit, HR shall give written notification thereof to the Union, together with a copy of the relevant position description(s) and organizational chart(s), if then available.
- (5) If the Union elects to challenge the proposed job classification as not being properly excluded from the Bargaining Unit, it shall so notify HR in writing within five working days of the Union's receipt of the notification aforesaid from HR. Within a further five working days, a meeting will occur between HR, the Union and the Business Unit at

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

which the Parties shall endeavour in good faith to reach an agreement. The Parties will ensure that their representatives at such meeting shall be knowledgeable of the relevant facts and circumstances.

- (6) Where an agreement is reached between the Parties at the meeting described above, it shall be reduced to writing and signed by the Company and the Union.
- (7) Where the Parties are unable to agree, the Union shall inform the Umpire by fax of the disputed position(s) within five working days of the informal meeting process.
- (8) Upon notification of the challenge the Umpire shall schedule a hearing (the Hearing) with the Company and the Union within seven working days. The location of the Hearing will be agreed upon by the Parties. In appropriate circumstances, the Hearing may be conducted by telephone conference call.
- (9) At least one working day prior to the Hearing, each party shall fax to the Umpire a summary of the issues in dispute and a proposal for their resolution. This submission cannot exceed three pages in length. If either the company or the Union fails to meet these requirements it will be deemed to have abandoned its position, and the dispute will be conclusively resolved in favour of the party in compliance.
- (10) Subject to paragraph 9, the Company and the Union may make oral submissions to the Umpire at the hearing, but such submission shall be limited to 45 minutes, which may be extended by the Umpire in compelling circumstances.
- (11) The Umpire shall have the power and authority to settle conclusively the dispute(s) and his decision(s) shall be binding on the Company and the Union, and is not subject to appeal or review by any court or adjudicative body.
- (12) In reaching a decision the Umpire shall have regard to the following:
  - (a) the Union's certification;
  - (b) the Collective Agreement;
  - (c) the applicable provisions of the *Labour Relations Code* and the decisions of the Labour Relations Board pursuant thereto;
  - (d) applicable arbitral jurisprudence;
  - (e) the appropriate communities of interest, including the practices of the Parties, and the relationship between the core duties and qualification of the disputed position and existing positions within the Bargaining Unit.
- (13) ~~In addition to paragraph 12, a principle to be applied by the Umpire is that a managerial position at a job grade 4 that has one or more positions reporting to it shall be excluded from the Bargaining Unit unless the Union makes a clear and compelling case for the inclusion of the position in the Bargaining Unit. The Parties acknowledge their intention to focus on the resolution of current and future areas of concern. Accordingly, they agree that the Union will not challenge any of the Employer's job classifications or reclassifications hereunder, as the case may be, which occurred prior to the date that this Memorandum is signed.~~



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

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- (14) The decisions of the Umpire may be rendered orally at the conclusion of the Hearing and, in any event, in writing within five working days of the Hearing. The written decision shall be limited to two pages.
- (15) The Umpire shall not have jurisdiction to change this MOU or to alter, modify or amend any of its provisions. The Umpire will, however, have the sole authority to resolve disputes over the interpretation of this Agreement.
- (16) The Parties agree that the Umpires shall be Don Munroe, John Kinzie, Brian Foley, and John Steeves, on a sequentially rotating basis.

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Signed this 23 day of June 2009

For the Employer (ABSU):

For the Union (COPE Local 378):



COPE LOCAL 378 / ABSU PROPOSALS 2009  
Union U-Item Proposals

Union Number	Affected Article/MOU	Date: May 14, 2009	Time:
U141	MOU 69	COSH Trainees	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer



Business Services  
for Utilities

**ABSU/COPE 378 BARGAINING 2009  
EMPLOYER PROPOSAL**

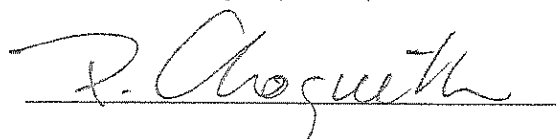
MOU#75	Bargaining Unit Members Working on Accenture Projects		
Proposal Summary:	Renew as MOU.		
Date:		Time:	

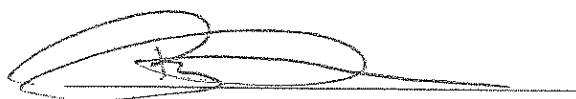
Renew as MOU. Keep existing language.

Signed this 16 day of June 2009.

For the Employer (ABSU):

For the Union (COPE Local 378):









Business Services  
for Utilities

### ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

MOU#76	Work Opportunities with Accenture		
Proposal Summary:	Employer Counter proposal. Renew as MOU.		
Date:		Time:	

Renew as MOU. Keep existing language.

Signed this 17 day of June 2009  
For the Employer (ABSU): [Signature]  
For the Union (COPE Local 378): [Signature]



**COPE LOCAL 378  
Union U-Item Proposals**

<b>Employer counter</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: May 21, 2009</b>	<b>Time:</b>
U19	MOU # XX	<i>Alternative dispute resolution.</i>  <i>The parties agree that this will form a new MOU in the collective agreement.</i>	

**3.17 Alternative Dispute Resolution Process**

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 3 of the Collective Agreement.

- a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- b) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- d) The offices of COPE 378 or Accenture Business Services will be used for the process on an alternating basis.
- e) The Union will designate and use an elected officer or union representative. The Employer will use employees of their Labour Relations Department. Legal counsel will not be used during the hearing by either party.
- f) The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- g) The parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- h) Within one week of the hearing, the parties will provide an agreed statement of facts to the arbitrator.
- i) Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The arbitrator shall have no authority to amend or alter the terms of the

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378  
Union U-Item Proposals

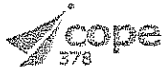
collective agreement.

- j) In such case that the arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- k) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- l) Procedure Guidelines
  - 1) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - 2) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
  - 3) The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the arbitrator.
  - 4) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the parties to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- m) The Mediator/Arbitrator will be Wayne Moore. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the Mediator/Arbitrator. In order to exercise this right, 30 days written notice must be provided to the other party. Such termination shall be done by a letter addressed to Mr. Moore and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as expeditiously as possible.
- n) This agreement is without prejudice to the parties' application and interpretation of Article 3.

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer



COPE LOCAL 378  
Union U-Item Proposals

o) The parties will attempt to pre-schedule 1-day hearings quarterly.

Signed off this 21 day of May 2009

For the Union (COPE Local 378)

For the Employer

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Business Services  
for Utilities

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

MOU# 44	Harassment Free Workplace		
Proposal Summary:	ER counter proposal to UP113.		
Date:		Time:	

MOU#44 – Harassment Free Workplace

(1) Prohibition against Discrimination and Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of discrimination and harassment as defined in paragraph 2. Accordingly, the Employer and the Union agree that neither will discriminate or harass either directly or indirectly, nor will they permit any of their Employees, members or representatives to discriminate or harass either directly or indirectly any other employee, member or representative.

(2) Definition of Discrimination and Harassment

Discrimination is defined as any discrimination on the basis of race, ancestry, place of origin, colour, age, religion, sex, sexual orientation, marital status, family status, physical or mental disability, criminal or summary conviction offence unrelated to current employment, political belief, or membership or activity in any trade union.

Harassment includes:

(a) sexual harassment, which is defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences. Conduct of a sexual nature includes, but is not limited to,

- (i) sexual assault, or physical assault with a sexual component;
- (ii) propositions in exchange for workplace favours;
- (iii) derogatory or degrading remarks of a sexual nature or regarding gender;
- (iv) sexist jokes causing embarrassment or offence told or carried out after the joker has been advised that they are embarrassing or offensive, or that by their nature, would be understood by a reasonable person to be embarrassing or offensive;
- (v) unwelcome sexual flirtations, advances or propositions, sexually suggestive or obscene comments or gestures, leering;

## ABSU/COPE 378 BARGAINING 2009 EMPLOYER PROPOSAL

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(vi) other like behaviour.

Whether or not conduct is seen as "unwelcome" will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

- (b) behaviour or comment(s) directed towards a specific person or persons which serves no legitimate work purpose, and which would be considered by a reasonable person to have the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal. Such behaviour or comment(s) include, but is not limited to:
- (i) physical threat, assault or unwelcome physical contact such as touching, patting, pinching or punching;
  - (ii) verbal abuse or threats of physical abuse;
  - (iii) comments which demean, belittle, or cause personal humiliation or embarrassment;
  - (iv) improper use of power and authority inherent in the position held, including intimidation, threats, blackmail or coercion.

Harassment does not include the legitimate exercise of an individual's supervisory power or authority.

### (3) Obligations for a Discrimination and Harassment Free Workplace

- (a) The Parties will foster a working environment where discrimination and harassment are not tolerated and agree to cooperate and work jointly to take appropriate and timely action whenever they have actual knowledge of discrimination or harassment.
- (b) All Employees in the bargaining unit must refrain from discrimination and harassment.
- (c) Any Employee who is found to have engaged in discrimination or harassment, or has made a claim of discrimination or harassment which is determined to be frivolous, vexatious or vindictive in nature, shall be subject to discipline, up to and including termination.

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- (d) Retaliation against an individual who has made a good faith complaint of discrimination or harassment, or who has provided information in respect of a discrimination or harassment complaint, is prohibited. Retaliation shall be deemed a form of harassment subject to the provisions of this memorandum.

### (4) Complaint Procedure

- (a) Employees who have concerns about inappropriate or harassing behaviour in the workplace are encouraged to discuss the matter with the individual responsible for the conduct if they feel this can be done effectively. If this discussion fails to end the offending conduct, or if they are not comfortable about initiating such a discussion with the person alleged to have engaged in the offending conduct, then the following complaint procedure will apply.
- (b) Employees who are uncomfortable about coming forward with their concerns or who have questions about the complaint procedure may contact a Union Representative, Human Resources, Labour/Employee Relations, Health Safety and Wellness' Respectful Workplace Lead or a manager, who will assist the employee and provide guidance.
- (c) If the Employee's concerns are not satisfactorily resolved after the application of paragraph 4(a) and (b), then the following shall apply:
- (i) the individual shall file a written complaint to a human resources representative or union representative (each hereinafter referred to as a "party" and collectively as the "parties"); and
  - (ii) the party who receives the complaint shall, in a timely manner, notify the other party that a complaint has been received; and
  - (iii) the parties shall, in a timely manner, meet to jointly determine the appropriate next steps; which may include further fact finding up to and including a full investigation into the complaint, as the parties deem appropriate.
- (d) The complainant/respondent shall be permitted to have union representation at any investigation meeting in which the complainant/respondent is interviewed.
- (e) Upon the conclusion of the investigation, the union representative and the human resources representative shall jointly complete an investigation summary report. Such report shall include at a minimum the following information:
- (i) the nature of the complaint;
  - (ii) the name of the alleged complainant(s) and victim(s), if any;
  - (iii) the name of the alleged offender(s), if any;
  - (iv) the name(s) of individual(s) interviewed and an account of the evidence provided by such individual(s);
  - (v) the conclusions of the parties; and
  - (vi) suggested recommendations.

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- (f) The recommendations referred to in paragraph 4(e)(vi) may include one or more of the following: mediation, group facilitation, respect in the workplace intervention, education, expectation setting, discipline or such other recommendations as the parties may deem appropriate.
- (g) The complainant(s)/victim(s)/offender(s) shall be provided with an opportunity to respond to the findings of the investigation and to provide additional information before the investigation summary is finalized and the recommendations are implemented.
- (h) The Employer and the Union will each receive a copy of the final investigation summary report.
- (i) Upon the conclusion of the investigation, the Employer will inform each of the complainant(s)/victim(s)/ offender(s) in writing with respect to the outcome of the investigation provided that such summary shall only specify
- (i) that the investigation has been concluded;
  - (ii) whether or not the complaint has merit; and
  - (iii) if the complaint has merit, that a course of remedial action has been recommended and will be implemented or, if the complaint has no merit, that the matter is closed with no further action required.
- (j) The Employer will be responsible for implementing the recommendations. If discipline is imposed and the Union does not agree with such discipline, the Union shall have the right to grieve in accordance with Article 3, provided however that the Union acknowledges and agrees that such grievance shall not raise any issue related to the investigation process contained herein. Such grievances shall be commenced at Stage 3.
- (k) At any stage in the above procedure an employee may seek assistance and/or involvement by a Union Representative.





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- (1) The parties acknowledge and agree that they shall protect the confidentiality of all participants in an investigation except where disclosure may be required by law. The parties further agree that information obtained through the complaint process shall only be accessed on a need to know basis.

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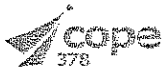
Signed this 17 day of June 2009

For the Employer (ABSU):

D. Croquet

For the Union (COPE Local 378):

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2009

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 15, 2009	Time:
E1	MOU 49	<i>Continuous Shift Operations at Technology Services</i>	
Delete			

Signed off this 15 day of May 2009

For the Union (COPE Local 378)

For the Employer

## APPENDIX 2 - Alternative Dispute Resolution Process

Note: only amended for the purpose of Article 9 and MOA resolution not to be integrated as such but as agreed in the Collective Agreement.

The parties recognize that ~~there are times when~~ an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 3 of the Collective Agreement.

- ~~a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.~~
- ~~b) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.~~
- c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- d) The offices of ~~COPE 378 or~~ Accenture Business Services will be used for the process ~~on an~~ alternating basis.
- e) No legal counsel will be used by either party. The Union will designate and use an elected officer or Union representative. The Company will use employees of their Labour Relations Department. Legal counsel will not be used during the hearing by either party.
- f) The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- g) The parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- h) Within one week of the hearing, the parties will provide an agreed statement of facts to the arbitrator.
- i) Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The arbitrator shall have no authority to amend or alter the terms of the collective agreement.
- j) In such case that the arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- k) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- l) Procedure Guidelines:

- 1) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - 2) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
  - 3) The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the arbitrator.
  - 4) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the parties to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- m) The Mediator/Arbitrator will be Mark Brown. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the Mediator/Arbitrator. In order to exercise this right, 30 days written notice must be provided to the other party. Such termination shall be done by a letter addressed to Mark Brown and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as expeditiously as possible.
- n) This agreement is without prejudice to the parties' application and interpretation of Article 3.
- o) ~~The parties will attempt to pre-schedule 1-day hearings quarterly.~~