

This Agreement is made and entered into by and between:

ACCENTURE BUSINESS SERVICES OF BRITISH COLUMBIA LIMITED PARTNERSHIP
(Hereinafter "ABSBC", "the Company" or the "Employer")

And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(Hereinafter "COPE 378" or "the Union")

September 1, 2013 – August 31, 2015

This Collective Agreement was updated based on the Memorandum of Agreement ratified by the Parties on April 4, 2014.

New language or updates are underlined. Underlining from the last agreement has been kept to show previous changes. Deletions or minor corrections are not indicated for ease of reading. Some numbering may have been updated or changed, and clause titles added.

Table of Contents

ARTICLE 1: RECOGNITION CLAUSES.....	6
1.01 Certificate.....	6
1.02 No Discrimination.....	6
1.03 Recognition of Union Officers.....	6
1.04 Leave for Union Officers.....	7
1.05 Leave for Full Time Union Officers.....	8
1.06 Employee Definitions.....	9
1.07 Union Security and Deduction of Dues.....	13
1.08 Savings Provision.....	14
1.09 Labour-Management Cooperation.....	14
1.10 Joint Labour Relations Committee.....	14
1.11 Seniority (Bargaining Unit).....	16
1.12 Employee Information.....	16
1.13 Definition of "Department" and "Signing Group".....	17
1.14 Public Liability Coverage (former MOU #12).....	17
ARTICLE 2: JOB EVALUATION.....	18
2.01 Plan Administration.....	18
2.02 Job Evaluation Review.....	18
2.03 Job Evaluation Appeal.....	18
2.04 Job Evaluation Appeal Hearing.....	19
2.05 Salary Treatment.....	20
2.06 Implementation of Newly Valued or Re-Evaluated Jobs.....	20
2.07 Job Evaluation and Work Leadership.....	21
ARTICLE 3: GRIEVANCE PROCEDURE, ARBITRATION, EXPEDITED ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION.....	23
3.01 Definition of Grievance.....	23
3.02 Right to Grieve.....	23
3.03 Complaints.....	23
3.04 Grievance Process.....	23
3.05 Stages of Appeal.....	24
3.06 Time Limits.....	25
3.07 Compliance with Time Limits.....	25
3.08 Time Off Work.....	26
3.09 Effects of Settlement.....	26
3.10 Reference to Arbitration.....	26
3.11 Selection of Arbitrator.....	26
3.12 Jurisdiction of Arbitrator.....	26
3.13 Decision of Arbitrator.....	27
3.14 Arbitration Expenses.....	27
3.15 Confidentiality – Employee and Family Assistance Program (Refer to Art. 26).....	27
3.16 Expedited arbitration (former MOU #32).....	27
3.17 Alternative Dispute Resolution.....	28
ARTICLE 4: SALARY SCALES AND ALLOWANCES.....	30
4.01 Salaries.....	30
4.02 Meter Reading Premiums.....	30
4.03 Step Increases.....	30
4.04 Salary Scales and Allowances.....	32
to be paid to employees within the first or second pay period following the date of signing of the full collective agreement.....	32
ARTICLE 5: TRAVELING ALLOWANCES, MOVING EXPENSES, AND LIVING EXPENSES.....	35
5.01 Established Headquarters.....	35
5.02 Traveling Allowances.....	35
5.03 Designated Reporting Point.....	36
5.04 Travel from Headquarters to Work Site.....	36
5.05 Work Away From Established Headquarters.....	36

5.06	Travel Home on Weekends	37
5.07	Use of Company and Personal Vehicles	37
5.08	Room and Board	38
5.09	Living Out Allowance and Meals	38
5.10	Where Employer Responsible for Board	39
5.11	Checkout Allowance	39
5.12	Payment of Moving Expenses	39
5.13	Temporary Transfer	41
5.14	Company Housing	41
5.15	Isolation Allowance	41
ARTICLE 6: SENIORITY		43
6.01	Definition of Seniority	43
6.02	Calculation of Seniority – General	43
6.03	Calculation of Seniority – Regular Employees	43
6.04	Calculation of Seniority – Full Time Temporary Employee	44
6.05	Calculation of Seniority – Part Time Regular Employees	44
6.06	Calculation of Seniority – Casual Employees	45
6.07	Calculation of Seniority – Probationary Employees	45
6.08	Portability of Seniority Within the Bargaining Unit	45
6.09	Service Outside the Bargaining Unit	45
6.10	Loss of Seniority	46
6.11	Employees with 5 or more Years of Seniority	46
ARTICLE 7: EMPLOYMENT AND TRANSFER		47
7.01	New Employees	47
7.02	Hiring Rates	47
7.03	Promotions, Demotions and Transfers	47
7.04	Permanent Promotions	48
7.05	Temporary Promotions	48
7.06	Demotions	49
7.07	Eligibility for Job Competitions	50
7.08	Preference in Hiring	50
7.09	Job Posting	51
7.10	Temporary Postings	52
7.11	Filling of Internal Positions	53
ARTICLE 8: TECHNOLOGICAL CHANGE AND NEW PROCEDURE		54
8.01	Definitions	54
8.02	Notice of New Procedure	54
8.03	Meeting to Review Impact	54
8.04	Displacement/Layoff	54
8.05	Training	55
8.06	Resolution of Disputes	55
ARTICLE 9: DISPLACEMENT, LAYOFF AND RECALL		56
9.01	Definitions	56
9.02	Notice of Displacement/Layoff – Regular Employees	57
9.03	Severance Pay – Regular Employees	57
9.04	Meeting to Review Impact	57
9.05	Placement in Vacant Positions Within The Bargaining Unit (Also refer to MOU #19)	57
9.06	Placement in Vacant Positions Outside The Bargaining Unit	58
9.07	Bumping Procedure	58
9.08	Placement in A Temporary Position	60
9.09	Employee Options	61
9.10	Layoff	61
9.11	Seniority Accrual During Layoff	61
9.12	No Benefit Entitlement During Layoff	61
9.13	Recall Period (Refer To MOU #19)	61
9.14	Recall to Work	61
9.15	Return to Former Position	62
9.16	Impact on Pay Rates	62
9.17	Directed Relocation	62
9.18	Moving Expenses	63
9.19	Consideration of Regular Employees on Recall for FTT Assignments (Formerly MOU 19)	63

ARTICLE 10: BENEFIT PLANS.....	64
10.01 Medical Coverage and Extended Health Benefits	64
10.02 Group Life Insurance.....	64
10.03 Dental Plan.....	65
10.04 Accident Insurance.....	65
10.05 Flexible Benefits Program	65
10.06 Voluntary Benefits	66
10.07 Benefit Plans on Leave of Absence	66
10.08 Benefits during Strike or Lock Out	66
10.09 Retiree Benefits.....	67
10.10 Details about Benefit Plans.....	67
ARTICLE 11: WORKING HOURS.....	68
11.01 Hours of Work.....	68
11.02 Overtime Payments.....	70
11.03 Overtime, Travel Time Payments and Meal Intermissions	71
11.04 Reporting at Locations Other Than Established Headquarters	72
11.05 Minimum Paid Periods	72
11.06 Premium Payments.....	73
11.07 Telephone Consultation	73
11.08 Time off Bank (Refer to MOU #50)	73
ARTICLE 12: SHIFT WORK.....	75
12.01 Shift Work.....	75
12.02 Notice.....	75
12.03 Employee Option.....	75
12.04 Shift Work Conditions.....	76
12.05 Call Centres	78
ARTICLE 13: STATUTORY HOLIDAYS	80
ARTICLE 14: VACATIONS AND LEAVES OF ABSENCE	81
14.01 Vacations	81
14.02 Year-of-Hire Vacation Entitlement	81
14.03 Annual Vacation Entitlements	81
14.04 Payment of Vacations	82
14.05 Past Service Credits	82
14.06 Broken Vacations.....	82
14.07 Banking Vacations	83
14.08 Sick Leave While on Annual Vacation (Formerly MOU 39)	83
14.09 Statutory Holidays During Vacations and Leave of Absence	84
14.10 Relieving on Higher-Grouped Job	84
14.11 Proration of Annual Vacation Entitlement	84
14.12 Leave of Absence	84
14.13 Pregnancy Leave	85
14.14 Post-Pregnancy Leave Bulletining Rights	86
14.15 Parental Leave	87
14.16 Adoption Leave	87
14.17 Bereavement Leave	88
14.18 Family Leave	88
14.19 Elderly Parent Care Leave	88
ARTICLE 15: SICK LEAVE AND LONG TERM DISABILITY (Refer to MOU #39)	89
15.01 Days and Years.....	89
15.02 Past Service Credits	89
15.03 Current Sick Leave Allowances	90
15.04 Long Term Disability Plan (Refer to MOU #16)	90
15.05 Long Term Disability Benefits	91
15.06 Workers' Compensation.....	91
15.07 Medical Certificate Requirement.....	91
15.08 Severance Pay for Health Conditions	92
15.09 Medical and Dental Appointments	92
ARTICLE 16: CLOTHING AND FOOTWEAR ALLOWANCE.....	93
16.01 Clothing	93
16.02 Property of the Employer	94
16.03 Joint Safety Committee Approval.....	94

16.04	Safety Shoes.....	94
16.05	Footwear.....	94
16.06	Entitlement and Suitability of Footwear.....	94
ARTICLE 17: TEA AND COFFEE SERVICE		95
17.01		95
ARTICLE 18: SAFETY REQUIREMENTS		96
18.01	Working Practices	96
18.02	Industrial First Aid Requirements and Courses	96
18.03	Joint Safety Committee	97
18.04	Health and Safety Training	97
18.05	Safety Equipment and Protective Clothing	97
18.06	Emergency Transportation	98
ARTICLE 19: DEVELOPMENT PLANS, PERSONNEL FILES, DISCIPLINE AND DISMISSAL		99
19.01	Performance Assessments and Personal Development Plans (Formerly MOU 11)	99
19.02	Employee Personnel Files	99
19.03	Just Cause	100
19.04	Union Representation	100
19.05	Notice	100
19.06	Right to Appeal.....	100
19.07	Paid Time	100
ARTICLE 20: TRAINING		102
20.01	Learning Environment.....	102
20.02	Financial Support for Training.....	102
20.03	Job Rotation	103
ARTICLE 21: EMPLOYMENT INSURANCE		104
21.01		104
ARTICLE 22: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY PENSION PLAN		105
22.01		105
22.02		105
ARTICLE 23: NOTICE OF TRANSFER OR OTHER DISPOSAL OF OPERATIONS		106
23.01	Notice of Transfer or Other Disposal	106
23.02	Notice of Existence of Agreement.....	106
23.03	Right to Refuse Transfer.....	106
23.04	Meeting to Review Impact.....	106
ARTICLE 24: CONTRACTING OUT		107
24.01		107
ARTICLE 25: CHILD CARE REIMBURSEMENT		108
25.01		108
ARTICLE 26: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM		109
26.01		109
26.02		109
26.03		109
ARTICLE 27: HARASSMENT-FREE WORKPLACE		110
27.01	Prohibition against Discrimination and Harassment	110
27.02	Definition of Discrimination and Harassment.....	110
27.03	Harassment includes:.....	110
27.04	Obligations for a Discrimination and Harassment Free Workplace	111
27.05	Complaint Procedure	111
ARTICLE 28: DURATION, AGREEMENT AND MEMORANDA OF UNDERSTANDING		114
28.01		114
APPENDIX A: ABSBC/COPE378 Job Evaluation Plan		116
MEMORANDUM OF UNDERSTANDING #1 RE: TEMPWORKS AND EXTERNAL PERSONNEL AGENCY CONTRACTORS		118
MEMORANDUM OF UNDERSTANDING #8 RE: USE OF ABSBC COMMUNICATIONS AND INFORMATION TECHNOLOGY SYSTEMS BY THE UNION		119
MEMORANDUM OF UNDERSTANDING #16 RE: LONG TERM DISABILITY CLAIMS PROCESS		120
MEMORANDUM OF UNDERSTANDING #18 RE: USE OF NON-BARGAINING UNIT CONSULTANTS		122
MEMORANDUM OF UNDERSTANDING #28 RE: JOB SHARING		123
MEMORANDUM OF UNDERSTANDING #35 RE: PARTICIPATION BY EMPLOYEES IN JOB SELECTION		127

MEMORANDUM OF UNDERSTANDING #50 RE: PAYOUT OF TIME OFF BANK UPON CHANGE OF STATUS FROM/TO FTR TO/FROM PTR	128
MEMORANDUM OF UNDERSTANDING #53 RE: SELF-FUNDED SABBATICAL LEAVE	130
MEMORANDUM OF UNDERSTANDING #58 RE: POSITIONS EXCLUDED FROM THE BARGAINING UNIT	131
MEMORANDUM OF UNDERSTANDING #66 RE: CALL MONITORING FOR CALL CENTRES	133
MEMORANDUM OF UNDERSTANDING #74 RE: ACCENTURE BUSINESS SERVICES EMPLOYEE AND FAMILY ASSISTANCE PROGRAM	134
MEMORANDUM OF UNDERSTANDING #75 RE: BARGAINING UNIT EMPLOYEES WORKING ON ACCENTURE PROJECTS	136
MEMORANDUM OF UNDERSTANDING #76 RE: TEMPORARY WORK OPPORTUNITIES WITH ACCENTURE	137
MEMORANDUM OF UNDERSTANDING #77 RE: 6 SHIFTS A WEEK IN THE CALL CENTRES	139
MEMORANDUM OF UNDERSTANDING #78 RE: REST BREAKS AND UNPAID MEAL BREAKS FOR PART-TIME AND CASUAL CALL CENTRE EMPLOYEES	140
MEMORANDUM OF AGREEMENT (Ratified by the Parties on April 4, 2014 for the extension of the Collective Agreement to expire on August 31, 2015)	141
MEMORANDUM OF AGREEMENT (Ratified by the Parties on January 13, 2012 for the extension of the Collective Agreement to expire on August 31, 2013)	145
Accenture Business Services of British Columbia Limited Partnership Pension, Group Life Insurance, Long Term Disability, Medical Services and Dental Plans	153
Memorandum of Agreement Respecting an Employee Transition Plan for the Successorship between BCH and Joint Venture Business Services Limited Partnership (October 15, 2002)	157

ARTICLE 1: RECOGNITION CLAUSES

1.01 Certificate

- (a) The Union's certification, originally granted July 31, 1962 and varied on March 24, 2004, certifies the Union as the bargaining agent for Employees of Accenture Business Services of British Columbia Limited Partnership (ABSBC LP) except for those excluded by the Labour Relations Code of British Columbia or by agreement of the parties.

- (b) The parties agree that this collective agreement shall apply to and be binding on the Employees of ABSBC LP who provide Business Process Outsourcing services to BC Hydro in Customer Care, Field Customer Service, Finance and Human Resources, and will not apply to individuals providing Technology Services (IT) to BC Hydro in other areas of BC Hydro's operation.

- (c) Employees subject to this Agreement shall continue to be subject to the Agreement where such Employees are required to perform their work functions on behalf of the Employer while temporarily away from their headquarters and outside the province. In cases where out of province working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 No Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, sexual orientation, marital or family status, political affiliation or beliefs, or membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code and the Canadian Charter of Rights and Freedoms.

1.03 Recognition of Union Officers

- (a) The Employer will not discriminate against any employee because of membership in the Union.

- (b) The Employer will permit employees who are officers, councilors, job stewards or other properly qualified representatives of the Union to carry out their duties on company time and with no loss in pay in respect to investigating complaints, resolving grievances, distributing Union bulletins, attending Joint Committee meetings, and orienting new employees as per Article 1.07(b)(3). Such employees when carrying out these duties on company time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. Where Union representatives are required to conduct duties other than those outlined above, they shall be paid in accordance with Article 1.04(b).

- (c) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, Job Stewards and any other Union official or representative whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its

membership employed by the Employer.

- (d) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall notify the Employer in writing in advance of any changes in these names.
- (e) The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business related to the Union, provided advance notice is supplied to the Employer, in which case permission shall not be unreasonably denied. Access does not include use of Employer facilities for group meetings without, in each case, the prior authorization of the Employer.
- (f) If the Employer has authorized the use of Employer facilities for a group meeting, the Union shall have the right to place ballot boxes in the meeting room for the purposes of conducting Union elections, referenda, polling, and Collective Agreement votes.

1.04 Leave for Union Officers

- (a) Properly qualified officers or representatives 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 representative 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) (i).

- 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 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.

1.05 Leave for Full Time Union Officers

(a) Employees who are acting as full-time officers or employees of the Union, or who are appointed or elected to positions with the Canadian Office and Professional Employees Union, will be placed on leave of absence, with the time involved considered as service with the Employer. Such leave, once approved, shall not be interrupted by the Employer during the approved period of the Leave. On conclusion of such leave of absence employees will return to the position they previously held unless the Employee has been the successful applicant for another job during the period of the leave, in which case the Employee shall be placed in the new job.

(b) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

(c) The Union may use and maintain bulletin boards on the Employer's premises and post notices as required. The Union will supply department heads with copies of any bulletins pertaining to matters in the Agreement, when they are posted by the Union.

(d) A Union member shall have the right to wear the recognized insignia of the Union.

(e) Union Shop Card and Decals (formerly MOU #30)

1. The Union may display Union decals at the main entrance to buildings wholly occupied by ABSBC where members of the COPE are employed. The exact placement of the decal will be done in consultation between the local Union representative and local management. The decals will not be displayed at joint tenant location. The decal wording will read as follows: "Office and Professional employees of ABSBC in this office are represented by the Canadian Office and Professional Employees Union, Local 378."

2. The Union may display Union shop cards at the individual work area of the Union representatives. It is understood they will not be displayed in reception areas or at customer interface locations. The exact placement of the shop cards will be done in consultation between the Union representative and local management. The shop cards will read as follows:

"Office and Professional Employees of ABSBC in this office are represented by: COPE Local 378 Canadian Office and Professional Employees Union."

1.06 Employee Definitions

(a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to 9 months as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

It is agreed that the annual hours of work for full time regular employees for the purposes of this Agreement is 1957.5 and that this number shall be used to calculate applicable pro-rated entitlements for part-time and casual employees, unless expressly provided otherwise by this Agreement.

(b) Part-Time Regular

1. An employee hired to fill a part-time ongoing position vacated by a Part-Time Regular employee or to fill a part-time position which is of a continuing nature. New employees will be considered probationary for a period of up to 9 months as provided in Article 7.01.

2. Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 30 hours per week except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status.

An assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of 2 weeks.

- (i) Within an assigned schedule the days worked at the daily/weekly hours may differ.
- (ii) An assigned daily schedule shall be a minimum of four consecutive hours.
- (iii) Where practicable, the Employer will minimize the variation of start time subject to operational requirements.

3. A supervisor may change an established schedule but must provide 2 weeks' notice of any change.

4. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.

5. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan.

6. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.

7. Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual vacation, statutory holidays and RWVL.

8. A part-time regular employee shall not be entitled to Reduced Work Week Leave provisions as provided in Article 11 of the Agreement but will be entitled to 7% of gross bi-weekly earnings paid on a bi-weekly basis in lieu of Reduced Work Week Leave.
9. The Employer shall not hire or use Part-Time Regular Employees to avoid the continuance, creation or filling of positions for or by full-time employees.
10. Notwithstanding paragraph (8) above, where a part-time regular employee is working in a full-time temporary (FTT) position as defined in Article 1.06(c)(1), s/he shall be entitled to leave of absence without pay in lieu of and in an amount equal to the number of RVWL days that would be otherwise earned, in addition to their entitlement under Article 14.03(b).

(c) Full-Time Temporary

1. Definition

Full-Time Temporary Employee shall mean an employee hired or used to work full-time hours to perform work of a temporary nature in a specific job for a continuous period of 18 months or less, or for an extended period of time with a defined end date mutually agreed upon between the Employer and the Union.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Full-Time Temporary Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Seniority

Seniority for Full-Time Temporary Employees shall be calculated in accordance with Article 6.04.

4. Salary

Full-Time Temporary Employees shall receive the salary and compensation specified in this Agreement on the same basis as Full-Time Regular Employees. Full-Time Temporary Employees shall be paid a rate based on the appropriate step on the applicable salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

5. Hours of Work

Full-Time Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

6. Premium Pay

- (a) Full-Time Temporary Employees shall be subject to the Premium Pay provisions specified in this Agreement on the same basis as

Full-Time Regular Employees.

(b) Full-Time Temporary Employees whose period of employment exceeds 1 year without any break in service shall thereafter for the duration of their employment as Full-Time Temporary Employees be paid by the Employer a premium in the amount of 5% of gross earning, paid on a bi-weekly basis, in lieu of any severance pay under this Agreement. The Employer shall not hire or use any Full-Time Temporary Employee for less than the 1 year period specified above to avoid the continuance, creation or filling of positions for or by Full-Time Temporary Employees who are subject to this premium. This Clause 1.06 (c) 6 (b) shall apply only to eligible Full-Time Temporary Employees hired after 15 December 1991.

7. Vacations and Vacation Pay

Full-Time Temporary Employees shall be subject to the Vacation and Vacation Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

8. Sick Leave

Full-Time Temporary Employees shall be subject to the Sick Leave provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

9. Reduced Work Week Leave (RWWL)

Full-Time Temporary Employees shall be entitled to Reduced Work Week Leave (RWWL) pursuant to Clause 11.01(a) on the same basis as Full-Time Regular Employees.

10. Health, Welfare and Benefit Plan Coverage

Full-Time Temporary Employees shall be entitled to full coverage and entitlements with respect to all health, welfare and benefit plan provisions, including Pension, of this Agreement on an equal basis with Full-Time Regular except that dental plan coverage shall not apply until after 1 year of continuous service.

11. Change in Status

The status of a Full-Time Temporary Employee shall automatically change to that of a Full-Time Regular Employee upon completion of the 18 months, or extended period, referred to in Clause 1.06(c)1 above, and he/she shall retain his/her current position.

12. Restrictions on Use of Full-Time Temporary Employees

The Employer shall not hire or use Full-Time Temporary Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees.

13. Notice of Termination – Temporary Employees

Service of temporary employees may be terminated with 2 weeks' notice where the employee has completed 6 months or more of continuous service, or pay-in-lieu of this notice.

(d) Casual Employees

1. Definition

A Casual Employee is an employee hired or used on an as-and-when required basis in accordance with the provisions of this Article. The Parties agree that the use of Casual Employees when required to work full-time should be for days and weeks, not months as detailed in the Giardini arbitration award on the use of casuals dated 19 May 1994. The parties agree that the time limit of "weeks" in this context will refer to 8 weeks or less, except in exceptional circumstances.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Casual Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Probationary Period

Casual status employees shall be required to serve a probationary period of either 1 calendar year of employment from the date of hire or the completion of 978.75 hours of work whichever occurs sooner.

4. Seniority

Seniority for Casual Employees shall be calculated in accordance with article 6.06.

5. Wage and Compensation

Casual Employees shall be compensated for work performed in accordance with the applicable salary scale and shall be paid a rate based on the appropriate step on the salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

6. Hours of Work

(i) The hours of work of Casual Employees who work full-time or who temporarily replace full-time employees in accordance with this Article shall be governed by Article 11.

(ii) The hours of work of Casual Employees who work part-time or who temporarily replace part-time employees shall not exceed 30 hours per week.

7. Premium Pay

Casual Employees shall be subject to the Premium Pay provisions specified in this Agreement.
8. Payments in Lieu

In lieu of Annual Vacation, Reduced Work Week Leave (RWWL), Paid Holidays, Sick Leave and Health and Welfare, (excluding Pension Plan Benefits), Casual Employees shall be paid 17.58% of gross earnings on a bi-weekly basis.
9. Severance Pay

Casual Employees shall not be entitled to any severance pay pursuant to Clause 9.03.
10. Restrictions on Use of Casual Employees

The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees, as the case may be.
11. Accredited Service

Total hours worked while in the employ of the Company as a Casual Employee shall be deemed to be accredited service for the purposes of this Agreement. A casual employee who obtains either full-time or part-time employee status under this Agreement shall be credited with all such accredited service.
12. Notice of Termination – Casual Employees

The Employer shall give each casual employee whose employment is terminated 1 day's notice, or pay-in-lieu.

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.

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.

1.08 Savings Provision

(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.

(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. If the parties are unable to negotiate an agreeable provision, the matter shall be referred to Alternative Dispute Resolution under this agreement.

(c) The Employer agrees not to enter into agreements with employee(s) which violate the provisions of this Collective Agreement.

1.09 Labour-Management Cooperation

The Union agrees to cooperate with the Employer in improving general efficiency and administrative practices.

1.10 Joint Labour Relations Committee

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 ABSBC therefore acknowledge the need to work jointly with each other and with their principles toward the development of a more harmonious relationship.

COPE and ABSBC 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 ABSBC 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 two 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 ABSBC.

(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 ABSBC.

(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, ABSBC (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 limited to, the following: proposed changes to the Collective Agreement (in accordance with (c)(2) above; 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 communications 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.

1.11 Seniority (Bargaining Unit)

Where the words "bargaining unit(s)" or "Union" are used in this agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and referred to in article 1.01 of this agreement.

1.12 Employee Information

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.

1.13 Definition of “Department” and “Signing Group”

Department:

A “department” will generally be understood to be all those employees under a Manager who reports to a Direct Report to a Vice-President or above. Where an anomaly occurs to this definition, ABSBC may institute a definition of department which varies from the above in which case the Employer will provide to the Union the rationale for the desired anomaly. If the Union does not accept the anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be permitted. The hearing will be informal and expedited and the third party will consider the Employer’s business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the Union in the context of the collective agreement.

Signing Group:

A “signing group” will generally be understood to be all those employees reporting to a first line manager. However, anomalies will occur, including but not limited to, employees from different geographical locations reporting to one manager, and employee from cross functional groups reporting to different managers yet still deemed to be in the same signing group. In these instances the existing signing group practices shall prevail.

If the Union does not accept the signing group anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be allowed. The hearing will be informal and expedited and the third party will consider the Employer’s business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the Union in the context of the collective agreement.

1.14 Public Liability Coverage (former MOU #12)

The Employer will indemnify and hold harmless employees from legal liability imposed upon them arising from their normal course of employment with the Employer. The Employer does not and cannot be expected to assume risk from mistake by employees which are made by going beyond the scope of their employment or which arise from grossly negligent or irresponsible conduct.

In situations covered by this indemnity agreement, the Employer will carry the defense of the action and be responsible for legal costs associated with the defense.

It is understood that this coverage applies to former employees if the incident giving rise to liability took place during the course of their employment with the Employer.

ARTICLE 2: JOB EVALUATION

2.01 Plan Administration

- (a) The Employer is responsible for the application of the Job Evaluation Plan and conducting evaluations to meet ongoing operational requirements. Any changes to the Plan will be subject to agreement between the Parties.
- (b) The job grouping for employees will be determined by the application of the Plan.
- (c) The Employer will provide the Union with copies of all new and revised job descriptions at least 3 working days prior to implementation. However, the Union may initiate a review where the outcome of a job evaluation is unreasonable.
- (d) When jobs are to be downgrouped the Union will be notified and given reasons in writing 30 days prior to the effective date.

2.02 Job Evaluation Review

- (a) An employee may initiate a review when:
 - 1. The job description does not accurately describe the actual job duties and/or the group level of the job is incorrect; or
 - 2. The duties of the job are better described in another existing job description.
- (b) The employee must complete the "Job Evaluation Review Form" clearly stating what the change are or which other existing job description better describes their role. The form must be submitted to the appropriate manager, the Employer's Job Evaluation representative and the Union. The date on which the Job Evaluation Review Form is submitted will be the effective date for any changes to the job description, allocation to a different job, and retroactive salary increases if applicable, unless otherwise agreed by the Parties.
- (c) The manager will review the form and respond in writing to the employee and the Union within 60 calendar days. The manager may meet with the employee and/or the Union to obtain more information. If any changes are made to the job description, the Employer will notify the Union per Article 2.01(c).

2.03 Job Evaluation Appeal

If the employee disputes the results of the job evaluation review in Article 2.02, he/she may appeal the decision. The following appeal process will be followed until the dispute has been resolved:

- (a) The employee must submit the "Job Evaluation Appeal Form" to the Employer's Job Evaluation representative and the Union not more than 15 calendar days from the date of the notification in Article 2.02(c).
- (b) If the Union agrees that an appeal is required, it must submit a comprehensive written rationale to the Employer's Job Evaluation representative within 30 calendar days of the employee's submission in Article 2.02(c). This rationale must detail either:

1. The job description and/or evaluation rationale issues which are in dispute and include a revised job description, if the appeal is related to Article 2.02(a)(1); or
 2. The job description to which the employee should be allocated, if the appeal is related to Article 2.02(a)(2).
- (c) The Employer will respond with a comprehensive written explanation of its position to the Union within 30 days of receipt of the Union's submission in (b).
 - (d) The Union may submit a rebuttal within 15 calendar days of receipt of the Employer's submission in (c).
 - (e) If the Union's rebuttal includes any new information, the Employer may make a final submission within 7 calendar days of receipt of the rebuttal.
 - (f) If the appeal is not resolved within the process outlined above, it will be referred by the Union to a Referee within 30 calendar days of the last written communication between the Union and Employer. The referral shall be in writing and shall indicate whether the appeal is based on Article 2.02(a)(1) or 2.02 (a)(2). The Union cannot pursue both grounds, unless the Parties otherwise agree. The Union shall copy the Employer on the letter to the Referee.
 - (g) Time limits may be extended by mutual agreement of the Parties.

2.04 Job Evaluation Appeal Hearing

- (a) The Parties agree that the Referees shall be Dalton Larson, John Kinzie and Brian Foley on a sequentially rotating basis. In the event that a Referee is not available within 30 calendar days from the time the appeal is referred to him, the next on the list will be used. The Parties shall pay an equal share of the fees and expenses of the Referee.
- (b) Except for paragraph (g) below, the process to be followed by the Referee in an appeal hearing shall be informal and non-legalistic and shall be based primarily on written documents, which will include but are not limited to the following:
 1. Copy of the job description(s) in dispute;
 2. Job analyst's evaluation rationale;
 3. Written correspondence and all accompanying documents exchanged between the Union and Employer under Article 2.03.
- (c) A representative of each Party may make a concise presentation to the Referee of his/her respective Party's position.
- (d) No new information will be presented by either Party in their submission or presentation, unless it has been shared with the other Party in advance with sufficient time to consider and provide a response.

- (e) The Referee will decide appeals involving job description disputes and/or evaluation rationale disputes. If both the job description and evaluation rationale are in dispute, the Referee will hear both disputes at the appeal hearing, with the job description dispute being presented first.
- (f) In making a decision on the evaluation rationale, the Referee will review and consider the alternate factor evaluations for the job description and make a determination of the most appropriate factor ratings by referencing benchmark job evaluations.
- (g) In exceptional circumstances, either Party may elect to proceed with a full hearing with witnesses. However, as the intent is to proceed expeditiously, it is the Parties' intention to rely mainly on written submissions and concise presentations in most cases.

2.05 Salary Treatment

Changes in job groupings as a result of the ongoing maintenance of the Plan will be treated as follows:

1. Upgroupings – in accordance with Article 7.04(a)
2. Downgroupings – in accordance with Article 7.03(a)(5).

It is agreed that salary treatment for employees covered by the implementation of the Plan who are currently in receipt of special salary treatment (i.e. blue or red circling) shall continue to receive such treatment.

2.06 Implementation of Newly Valued or Re-Evaluated Jobs

The following process will apply in determining populating of new job(s) and the allocation of employees into new or revised job(s) where the emerging jobs are derived from or supersede the originating job, unless otherwise agreed by the Parties.

- (a) The provisions of Article 9 do not apply to the ongoing administration of the Pay Equity Job Evaluation Plan except with respect to matters not expressly provided in this Article.
- (b) Where there are *multi-incumbents* in the same job within a department and *one or more but not all* the incumbents' positions are to be *upgrouped*, the processes outlined in Article 7.09 will be followed.
- (c) Where there are *multi-incumbents* in the same job within a department and *one or more but not all* the incumbents' positions are to be *downgrouped*, the determination of which incumbent will remain in the higher position will be based upon a sufficient ability test, with the result that the senior incumbent who has the sufficient ability to perform the work in the higher position will be entitled to that position and the junior employee will assume the lower level position. Where the senior incumbent does not have the present sufficient ability to perform all of the work in the higher position, but would have such ability had he or she been given a specific training opportunity that was provided to a junior employee in the same job, the senior employee will be offered the same training with the condition that the training is successfully completed within a ninety (90) day calendar period.

- (d) Where there are *single or multi-incumbents* in the same job within a department and the new or revised job is at the *same level or different level* and is applicable to *all* the incumbents' positions, they will all be assigned to the job provided they have the present ability to do the job. In the event an individual does not have the present ability and cannot achieve the necessary level of ability with training, in a reasonable period of time, the individual will be displaced.

- (e) Where there are *multi-incumbents* in the same job within a department and the new or revised job is at the *same level* and is applicable to *one or more but not all* positions, the incumbent with the greatest seniority and present ability to perform the job shall be offered the position first. In the event none of the incumbents in the originating job elect to fill the emerging job, the incumbent with the least seniority and present ability would assume the job. If none of the incumbents has the present ability and cannot achieve the necessary level of ability with training in a reasonable period of time, the most junior individual(s) will be displaced.

2.07 Job Evaluation and Work Leadership

- (a) If an employee is assigned substantially all the duties and responsibilities of a Workleader as set out in (d) below, that employee will be designated as a Workleader, but if an employee is not assigned substantially all of those duties and responsibilities, the employee will not be designated as a Workleader.
- (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. Therefore, such positions will not have the "Workleader" designation in their job title and will be evaluated under the plan.
- (c) Workleader positions shall be evaluated under the Plan, and where the Plan does not specifically result in a higher job grouping than the position(s) being worked, a Workleader position shall be paid one job group above the highest grouped COPE affiliated position over whom the Workleader has Work leadership responsibilities.
- (d) Work leadership responsibilities shall be as follows (former MOU #2):
1. may perform duties largely similar to those whose work he/she directs;
 2. may perform duties related to but at a higher level than the work of the subordinates whom he/she directs;
 3. relieves the supervisor of detailed supervision of routine aspects of the work by-
 - (i) ensuring even work flow and consistency of effort;
 - (ii) allocating various phases of work to different individuals within a general framework laid down by the supervisor;
 - (iii) transmitting the supervisor's instructions to other employees;
 - (iv) performing a quality control function in respect to subordinates;
 - (v) warning of 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 Workleader will bring the matter to the attention of the supervisor who will take suitable disciplinary action;

(vi)

assisting the supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

**ARTICLE 3: GRIEVANCE PROCEDURE, ARBITRATION, EXPEDITED
 ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION**

3.01 Definition of Grievance

“Grievance” means any difference, disagreement or dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Agreement, including any questions as to whether or not any matter is arbitrable.

3.02 Right to Grieve

- (a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union.
- (b) The Union shall have the right to initiate and to process a policy grievance under this Agreement on behalf of itself, or an individual grievance on behalf of any Employee, or a group grievance on behalf of any group of Employees. The Parties specifically agree that a policy grievance may seek financial redress.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.

3.03 Complaints

Should an Employee have a complaint, the Employee and/or a Union representative shall discuss the complaint with the appropriate immediate supervisor or manager. A Union representative may discuss the complaint with other management personnel and/or employees as he or she may deem appropriate in the circumstances. Failing a resolution of an Employee's complaint, the matter may be initiated and processed as a grievance under this Article.

3.04 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate stage by;
 - 1. setting out the nature of the grievance and the circumstances from which it arose;
 - 2. stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - 3. stating the redress or other action required to resolve the matter;
 - 4. transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

3.05 Stages of Appeal

(a) Stages

A grievance may be appealed in writing by the Union or the Employer through the following stages:

1. Stage 1:
immediate Supervisor or Manager and a Union representative or their respective alternate(s);
2. Stage 2:
appropriate Manager and a Union representative or their respective alternate(s);
3. Stage 3:
appropriate Vice-President and Manager, Labour Relations, and a full-time Union representative or their respective alternate(s).

(b) Dismissal and Termination Grievances

A grievance concerning the dismissal or termination of any Employee shall be initiated at Stage 3 of the grievance procedure.

(c) Suspension grievance

A grievance concerning the suspension, of an Employee shall be initiated at Stage 2 of the grievance procedure.

(d) Job Selection Grievances

A job selection grievance shall be initiated at Stage 2 of the grievance procedure.

In the event a senior applicant is selected a job selection grievance will not be initiated on behalf of a junior candidate.

(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.

(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.

(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.

3.06 Time Limits

(a) Initiating a Grievance

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.
 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.
 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.
- (b) Convening a Grievance Hearing
- 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.

(c) Grievance Hearing Response

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.

(d) Appealing a Grievance Denial

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.

(e) Referral to Arbitration

A grievance, which is denied at Stage 3 of the grievance procedure, must be referred to arbitration within 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.

3.07 Compliance with Time Limits

Both Parties will undertake to adhere to and comply with the time limits set out in this Article.

3.08 Time Off Work

Employees required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing arising pursuant to this Article with respect to any grievance shall be granted reasonable time off work by the Employer and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Employer and the Employer shall only be required to pay the Employee's straight-time wages up to a maximum of 7.5 hours per day. Where the presence of the Employee is required by the Union, and travel is involved, the cost for transportation and expenses, including board and lodging, shall be borne by the Union.

3.09 Effects of Settlement

(a) Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

(b) The grieving party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position on the same or any matter.

3.10 Reference to Arbitration

A grievance not resolved at Stage 3 may be submitted by the grieving party to arbitration by written notice to the other Party.

3.11 Selection of Arbitrator

(a) The following list of Arbitrators shall be appointed, for the term of this Agreement, to hear and resolve any matter referred to arbitration in accordance with the provisions of this Agreement:

- Burke, E.;
- Germaine R.;
- Taylor, C.

(b) The Parties shall agree to an Arbitrator from the above list or failing an agreement select an Arbitrator by a method of random draw to be agreed upon between the Parties. If the Arbitrator to be appointed is not available within an acceptable time period, another Arbitrator shall be selected.

(c) If none of the above listed Arbitrators is available within an acceptable time period, the Parties may agree upon an alternate Arbitrator or, failing such agreement, either Party may request the Minister of Labour to appoint an Arbitrator to hear the matter in dispute.

3.12 Jurisdiction of Arbitrator

(a) Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. The Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement.

(b) Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an employee has been disciplined or dismissed improperly under this Agreement, the Arbitrator, the Labour Relations

Board, or other body shall have the power to:

1. direct the Employer to reinstate the employee with full pay and to make the employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the Employee under the Collective Agreement had he or she remained working, or substitute such lesser remedy which in the opinion of the Arbitrator, Labour Relations Board, or other body, as the case may be, determines to be fair and reasonable.
2. make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

3.13 Decision of Arbitrator

The arbitrator shall proceed as soon as practical to examine the grievance and render judgement, and his/her decision shall be final and binding on the Parties and upon any employee affected by it.

3.14 Arbitration Expenses

Each Party shall pay one-half of the fees and expenses of the Arbitrator including any disbursements incurred by the arbitration proceedings.

3.15 Confidentiality – Employee and Family Assistance Program (Refer to Art. 26)

All information related to the Employee and Family Assistance Program shall be maintained in confidence and shall not be raised in evidence by either Party at any arbitration hearing under this Agreement. In this regard, an arbitrator shall not have the right to subpoena any Employee and Family Assistance Program representative or any documentation related to the functioning of the Employee and Family Assistance Program including, but not limited to, any documentation concerning the participation of any Employee.

Notwithstanding the above, either Party may introduce evidence concerning the type (i.e. mandatory or voluntary), nature, and outcome of an EFAP referral.

3.16 Expedited arbitration (former MOU #32)

(a) For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

(b) One of the following named arbitrators shall be selected by mutual agreement to hear the matter in dispute in accordance with the provisions of this Article:

1. Germaine, R
2. Burke, E
3. Taylor, C.
4. any other arbitrator that may be agreed to by the parties

(c) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer.

- (d) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.
- (e) The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Article (3.16) by a single arbitrator.
- (f) The Parties agree to make use of agreed statements of fact to the greatest extent possible, and unless mutually agreed otherwise to limit witnesses to two per Party for each case.
- (g) All other provisions this Article (3.16) with respect to arbitration and the arbitration process as outlined in Article 3 shall apply to Expedited Arbitration.

3.17 Alternative Dispute Resolution

The parties recognize that there are times when an Alternative Dispute Resolution process 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 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 hearing, the parties will provide an agreed statement of facts to the arbitrator.
- (i) Whether 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 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 Alternative Dispute Resolution process is without prejudice to the parties' application and interpretation of Article 3.

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

ARTICLE 4:

SALARY SCALES AND ALLOWANCES

4.01 Salaries

- (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.
- (b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.
- (c) Biweekly rates are computed on the basis of 46% of monthly rates.
- (d) For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0435.
- (e) Depending on the circumstances of the job, job evaluation exclusion rates are set subject to negotiation with arbitration if required.
- (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.

(g) Red-Circle Salaries

Employees whose salaries are "red-circled", i.e. the 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.

(h) Method of Rounding

All monthly salaries are rounded to the nearest whole dollar, and all hourly wage rates are rounded to the nearest whole cent:

- 0.50 and over are rounded to the next whole cent (dollar)
- 0.49 and under are rounded to the last whole cent (dollar)

4.02 Meter Reading Premiums

- (a) An employee experienced in meter reading who trains a new employee shall receive a bonus of \$1.30 for each working day the new employee is in his/her charge.
- (b) Meter Readers who perform special readings, follow-up readings and monthly account readings shall be paid \$1.35 per day plus \$.70 for each application taken, providing it is the first received by the Employer from the customer and is on the appropriate form.

4.03 Step Increases

- (a) Salary advances within the ranges will normally occur after the end of the ABSBC fiscal year (September 1 – August 31). In the first year of implementation (i.e., September 1, 2006), existing employees shall receive a pro-rated step increase on September 1 in order to establish their new step date. The same procedure will be used for employees hired after September 1 of a given year. The Company commits to ensuring that if any employee suffers a financial loss as measured 12 months after the date of implementation, they shall be made whole.

- (b) Such increases may be withheld by the employee's manager based on an assessment of the employee's performance. Where an increase is to be withheld due to inadequate performance the manager will provide 1 month's notice in writing to the employee affected, the Union, the appropriate Human Resources Business Consultant, and the Manager, Payroll. When in the opinion of the Employer the employee has full restored his/her performance at some subsequent date, the employee shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Part-Time Regular and Casual employees shall progress through the salary scales on the basis of accumulated service at the same job group and salary step. Such progression shall occur effective September 1 and shall be prorated by multiplying the employee's straight time hours worked in the fiscal year (September 1 – August 31) by a factor of 1.17 and dividing by 1957.5.
- (d) Only one step increase will be granted an employee while on sick leave. After returning to work, the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had the employee not been absent for sickness.
- (e) Employees who have been on any leave of absence in excess of 3 months during the fiscal year will receive a prorated step increase; that is, for each completed month of service in his/her present job since the last step increase the employee will have 1/12 of the next step increase for that job added to his/her basic salary on September 1 of a given year. Employees who are on such leaves of absence as at September 1 of a given year will receive a prorated increase as described above in the first pay period following their return to work.
- (f) Provided that the increased salary will not exceed the maximum of the salary range, salary increases for employees who are eligible shall be granted in the following manner:
1. An employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.
 2. An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which his/her salary falls but where the increase would place his/her salary above the second higher step in the range beyond his/her salary prior to the application of the increase, his/her salary will only be increased to the second higher step.
- (g) Time worked continuously on different jobs having the same job group shall be cumulative.
- (h) When an employee is promoted, the employee will receive a prorated step increase at the time of promotion; that is, for each completed month of service in his/her present job since his/her last step increase (i.e. the previous September 1) the employee will have 1/12 of the next step increase for that job added to his/her basic salary. Article 7.04 will then be used to determine the promotional increase. A "completed month" is where the promotion date is beyond the fifteenth day of a month.

- (i) An employee who is promoted or whose job is reclassified to a higher salary grade as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 7.04 and will continue to receive step increases on the new job on the same date (i.e. September 1) as he/she would have received them had the employee been on the lower job. However, on the first September 1 following a promotion/reclassification to a higher salary grade, the employee shall receive a pro-rated step increase for each completed month of service in the higher salary grade.

4.04 Salary Scales and Allowances

- (a) Effective June 1, 2006, the following salary scales will apply to all new employees in Groups 4 through 7. The probationary rate will apply to employees during their 9 month probationary period per Article 1.06.

Hourly Scales						
Group	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Group 4	\$ 13.00	\$ 14.00	\$ 14.34	\$ 15.30	\$ 16.25	\$ 17.19
Group 5	\$ 14.00	\$ 15.00	\$ 15.62	\$ 16.66	\$ 17.70	\$ 18.74
Group 6	\$ 15.00	\$ 16.00	\$ 17.06	\$ 17.90	\$ 18.75	\$ 19.60
Group 7	\$ 16.00	\$ 17.00	\$ 18.60	\$ 19.52	\$ 20.44	\$ 21.36

Bi-Weekly Scales						
Job Title	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Group 4	\$ 975.00	\$ 1,050.00	\$ 1,075.48	\$ 1,147.24	\$ 1,218.54	\$ 1,289.38
Group 5	\$ 1,050.00	\$ 1,125.00	\$ 1,171.62	\$ 1,249.82	\$ 1,327.56	\$ 1,405.30
Group 6	\$ 1,125.00	\$ 1,200.00	\$ 1,279.72	\$ 1,342.74	\$ 1,406.22	\$ 1,469.70
Group 7	\$ 1,200.00	\$ 1,275.00	\$ 1,394.72	\$ 1,463.72	\$ 1,532.72	\$ 1,602.18

- (b) Employees on payroll as of the date of ratification will receive a lump sum payment of:
- \$1,500 for FTR employees
 - \$1,000 for FTT, PTR and Casual employees
- to be paid to employees within the first or second pay period following the date of signing of the full collective agreement.

Employees on payroll as of December 9, 2011 will receive a lump sum payment in accordance with the following (paid to employees in February 2012):

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

2008-09-01 Salary Scales remain in effect until August 31, 2015

COPE 378 MONTHLY SALARY SCALES

EFFECTIVE: 2008-09-01

	MINIMUM	STEP 1	MAXIMUM
GROUP 2	<u>2079</u>	<u>2285</u>	<u>2491</u>
GROUP 3	<u>2265</u>	<u>2490</u>	<u>2717</u>

	PROBATIONARY	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
GROUP 4	<u>2120</u>	<u>2283</u>	<u>2471</u>	<u>2637</u>	<u>2801</u>	<u>2962</u>
GROUP 5	<u>2283</u>	<u>2446</u>	<u>2693</u>	<u>2872</u>	<u>3051</u>	<u>3229</u>

	PROBATIONARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
GROUP 6	<u>2446</u>	<u>2609</u>	<u>2941</u>	<u>3086</u>	<u>3231</u>	<u>3378</u>	<u>3522</u>
GROUP 7	<u>2609</u>	<u>2772</u>	<u>3206</u>	<u>3363</u>	<u>3522</u>	<u>3682</u>	<u>3840</u>

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
GROUP 8	<u>3498</u>	<u>3630</u>	<u>3773</u>	<u>3911</u>	<u>4049</u>	<u>4189</u>
GROUP 9	<u>3926</u>	<u>4078</u>	<u>4233</u>	<u>4392</u>	<u>4547</u>	<u>4703</u>
GROUP 10	<u>4301</u>	<u>4470</u>	<u>4636</u>	<u>4811</u>	<u>4982</u>	<u>5154</u>
GROUP 11	<u>4714</u>	<u>4895</u>	<u>5086</u>	<u>5271</u>	<u>5460</u>	<u>5647</u>
GROUP 12	<u>5189</u>	<u>5391</u>	<u>5595</u>	<u>5804</u>	<u>6010</u>	<u>6217</u>
GROUP 13	<u>5714</u>	<u>5931</u>	<u>6160</u>	<u>6388</u>	<u>6615</u>	<u>6846</u>
GROUP 14	<u>6222</u>	<u>6467</u>	<u>6714</u>	<u>6970</u>	<u>7214</u>	<u>7462</u>

COPE 378 BI-WEEKLY SALARY SCALES

EFFECTIVE: 2008-09-01

	MINIMUM	STEP 1	MAXIMUM
GROUP 2	<u>956.44</u>	<u>1050.77</u>	<u>1146.08</u>
GROUP 3	<u>1042.01</u>	<u>1145.59</u>	<u>1250.13</u>

	PROBATIONARY	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
GROUP 4	<u>975.00</u>	<u>1050.00</u>	<u>1136.84</u>	<u>1212.69</u>	<u>1288.06</u>	<u>1362.94</u>
GROUP 5	<u>1050.00</u>	<u>1125.00</u>	<u>1238.46</u>	<u>1321.12</u>	<u>1403.31</u>	<u>1485.48</u>

	PROBATIONARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
GROUP 6	<u>1125.00</u>	<u>1200.00</u>	<u>1352.72</u>	<u>1419.34</u>	<u>1486.45</u>	<u>1553.54</u>	<u>1620.17</u>
GROUP 7	<u>1200.00</u>	<u>1275.00</u>	<u>1474.29</u>	<u>1547.23</u>	<u>1620.17</u>	<u>1693.59</u>	<u>1766.52</u>

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
GROUP 8	<u>1608.49</u>	<u>1669.76</u>	<u>1735.89</u>	<u>1798.62</u>	<u>1862.8</u>	<u>1926.97</u>
GROUP 9	<u>1805.99</u>	<u>1876.11</u>	<u>1947.23</u>	<u>2020.34</u>	<u>2091.96</u>	<u>2163.08</u>
GROUP 10	<u>1978.32</u>	<u>2056.33</u>	<u>2132.82</u>	<u>2213.35</u>	<u>2291.86</u>	<u>2370.87</u>
GROUP 11	<u>2168.41</u>	<u>2251.86</u>	<u>2339.34</u>	<u>2424.8</u>	<u>2511.26</u>	<u>2597.75</u>
GROUP 12	<u>2386.85</u>	<u>2479.77</u>	<u>2573.72</u>	<u>2669.7</u>	<u>2764.67</u>	<u>2859.62</u>
GROUP 13	<u>2628.63</u>	<u>2728.11</u>	<u>2833.25</u>	<u>2938.41</u>	<u>3042.51</u>	<u>3148.69</u>
GROUP 14	<u>2864.69</u>	<u>2974.99</u>	<u>3088.39</u>	<u>3205.89</u>	<u>3318.77</u>	<u>3432.69</u>

2008-09-01 Salary Scales remain in effect until August 31, 2015

JOB EVALUATION EXCLUSIONS SALARY SCALE - WITHOUT COMPRESSION

EFFECTIVE: 2008-09-01

SALARY SCALE #2 - LENGTH OF SERVICE

JOB TITLE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Meter Reader)	2359	2695	3034	3372		
Meter Reader B)						

JOB EVALUATION EXCLUSIONS SALARY SCALE - WITH COMPRESSION

EFFECTIVE: 2008-09-01

SALARY SCALE #3 - LENGTH OF SERVICE

JOB TITLE	MIN	STEP 1	STEP 2	STEP 3
Receiver-Shipper	<u>2645</u>	<u>2780</u>	<u>2908</u>	<u>3042</u>
Receiver-Shipper Clerk 1	<u>2645</u>	<u>2780</u>	<u>2908</u>	<u>3042</u>

ARTICLE 5: TRAVELING ALLOWANCES, MOVING EXPENSES, AND LIVING EXPENSES

5.01 Established Headquarters

- (a) Each employee will have an established headquarters, which will be the location where the employee normally works, reports for work, or the location to which he/she returns between jobs.
- (b) Employees hired for temporary work will be deemed to be headquartered at the location where they are recruited.

5.02 Traveling Allowances

- (a) The Employer will pay economy air fare for air travel and for other forms of travel, will pay the cost equivalent to first class standards as prevailed at the date of signing this Agreement and will pay for meals and sleeping accommodation for employees traveling to or from a job from a point of hiring or on company business.
- (b) When an employee is away from his/her headquarters and waiting time for departure of public transportation is expected to exceed 2 hours from normal checkout time of his/her accommodation, the employee may retain such accommodation at the Employer's expense until the time it is necessary to vacate it in order to catch the scheduled transportation. While holding accommodation outside normal working hours the time will not be paid as time worked.
- (c) Where no work is performed on the day in question, time spent in traveling by public carrier to a new headquarters or to or from a temporary job away from headquarters, including time spent in waiting for connections, will be paid at straight time rates to a maximum of 7.5 hours in each day or part thereof. Time spent in traveling at the request of the Employer on a normal day off shall be paid to a maximum of 7.5 hours at overtime rates.
- (d) Any time spent in travel by public carrier prior to or following the normal day's work will be paid for as time worked except that where overnight travel is required, and sleeping accommodation is available, the hours between 24:00 and 08:00 will not be paid.
- (e) Where sleeping accommodation is required but not available, and travel takes place by public carrier, the time so spent will be paid as time worked.
- (f) A day shall be the period from 00:01 hours to 24:00 hours and shall include Saturdays and Sundays.
- (g) Except for those circumstances covered in Article 5.03, time spent in travel or transfer, either as a driver or passenger in a company vehicle or properly authorized personal vehicle, will be paid as time worked.
- (h) Should an employee be discharged for cause while in the field, the employee will be paid for all time worked, traveling expenses and traveling time back to his/her established headquarters. An employee laid off will be paid for all time worked, traveling expenses, and traveling time back to his/her point of hire or his/her established headquarters, as the employee may request. The Employer will have no obligation under this clause to employees who resign in the field and have less than 2 months' continuous service since their last date of hire.

- (i) Except as provided in the following paragraph, employees will be returned to their established headquarters at the expense of the Employer prior to taking annual vacation provided such paid vacation is 2 weeks or more, and in such circumstances will be returned from established headquarters to the work site at the expense of the Employer without any loss of paid vacation time.

- (j) Where an employee is not required to and chooses not to be returned to his/her established headquarters prior to taking annual vacation, paid travel time and expenses actually incurred in reaching the destination of his/her choice will be reimbursed. The maximum amount which the Employer will reimburse would be those costs which would be incurred if the employee were returned to his/her established headquarters.

5.03 Designated Reporting Point

- (a) Where employees are assigned to work away from regular headquarters and cannot return to same at the end of the working day and are provided with room and board, the Employer will designate a report point which, unless otherwise mutually agreed at a pre-job conference, will be the place of accommodation, a company office or a job site and will be governed by the following conditions:

1. Where time spent in travel between the designated place of accommodation and the job site is less than 16 minutes, computed under normal travel conditions, the report point will be the job site. Time spent in travel in excess of the normal travel time due to abnormal conditions will be paid as time worked at the prevailing rate.
2. Where the time spent in travel between the designated place of accommodation and the job site is 16 minutes or more, computed under normal travel conditions, the report point will be the designated place of accommodation.
3. Notwithstanding the conditions as set out in 1 or 2 above, drivers of company vehicles will be paid in circumstances where traveling time between the designated place of accommodation and the job site is less than 16 minutes. Pay for such travel time will encompass the total time involved in transporting employees from the designated place of accommodation to the job site and return, which may include pick up and delivery of the vehicle from and to a third location.

5.04 Travel from Headquarters to Work Site

Time spent in travel between headquarters and the work site or the report point and the work site at the commencement and termination of each day's work will be paid for as time worked.

5.05 Work Away From Established Headquarters

Except as otherwise agreed by the Parties at a pre-job conference, regular employees working away from their established headquarters and unable to return to their normal place of residence at the end of each working day, shall have transportation costs paid to and from their established headquarters at 3 week intervals. This shall not be construed to mean bus fare when other means of transportation are normally used. This entitlement may be shifted to take into account long week-ends, paid vacation and other contingencies, but in no circumstances shall Employer-paid trips exceed 1 for every 3

weeks over the period of such work away from their headquarters.

Employees traveling home under the above provision shall be reimbursed for costs incurred in the storage of personal effects where such storage is required.

It is understood that this entitlement includes transportation and storage costs only. It is also understood that employees taking advantage of the paid-trip-home entitlement are not eligible for weekend living-out allowance for non-working days.

5.06 Travel Home on Weekends

Where a work assignment in the field is completed on the last regular working day of the week, and it is understood that the employee is to return to his/her headquarters rather than travel directly to another work location, the employee may travel to his/her headquarters at the earliest practical time to avoid the loss of a week-end at home. Time traveled will be paid as time worked.

5.07 Use of Company and Personal Vehicles

(a) Conditions for Use of Personal Vehicles

Ownership or provision of a personal vehicle shall not be a condition of employment. However, by mutual agreement between the Employer and an Employee and provided the Employee has completed an indemnity agreement as set out in point 3 below, the Employee's private leased or owned vehicle may be used for the business purposes of the Employer, in which case the following conditions shall apply:

1. The Employer shall reimburse the Employee for distance traveled in the amount of 50 cents per kilometer to a maximum of 5000 km, with 44 cents per kilometer thereafter, in a calendar year. With approval of their managers, and where an employee is required to use their four wheel drive vehicle off-road, the Employer shall reimburse such distances traveled in the amount of 67 cents per kilometer to a maximum of 1000 km, with 21 cents thereafter, in each calendar month.
2. The Employer shall provide or pay for any additional parking required for any personal vehicle of any Employee which is used, upon proper authorization, for the business purposes of the Employer.
3. The minimum insurance for employee-owned or leased vehicles used on ABSBC business shall be \$300 collision deductible, \$300 comprehensive deductible, \$1,000,000 third party liability and underinsured driver coverage. Provided the Employee completes an indemnity agreement holding ABSBC harmless for any liability to claims arising from accidents which happen while the vehicle is being used for personal reasons, ABSBC will pay the above collision and comprehensive deductible, and third party liability in excess of the above coverage, in the event of an accident involving a vehicle being used on ABSBC business.
4. If an Employee's insurance costs increase due to an accident which occurs while the Employee is using his or her personal vehicle, upon proper authorization, in the performance of the Employee's duties, the Employer shall pay the full cost of any such increase for the entire period during which any such increase applies, unless it is conclusively established that

the Employee was grossly negligent.

5. In addition to the above, where the Employee has the proper authorization and is required to use their vehicle more than 6 days per calendar month for business purposes, the Employer shall pay the Employee the difference in cost between the Employee's normal vehicle insurance and insurance for business purposes as set out in Clause 5.07 (a)(3) above.

- (b) Where an Employee elects to use his/her personal vehicle in preference to public transportation, the Employee shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when traveling by public transportation. Travel time will be paid as though the Employee traveled by public transportation.

5.08 Room and Board

- (a) Where Employees are temporarily assigned to work away from their established headquarters, the Employer will provide board and, where necessary, lodging at no cost to the Employee in accordance with either Clause(s) 5.09, 5.10 or 5.11 below, depending upon the circumstances. Other reasonable expenses may be allowed, subject to supervisory control.

- (b) Notwithstanding the provisions of Clause 5.08(a) above, where an Employee is temporarily assigned to work away from his or her established headquarters within the Employee's local geographic area, as defined in Clause 9.01(d), the Employee shall not be entitled to any payment for an otherwise applicable meal if the following conditions are satisfied:

1. The temporary assignment is at another ABSBC headquarters equipped with cafeteria facilities and/or a lunchroom

2. The Employee must have been advised by the Employer prior to the end of his or her shift on the previous work day that on the following work day the Employee would be working temporarily away from his or her established headquarters but within the Employee's local geographic area.

- (c) If an Employee who is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, such request would be granted provided accommodation is available at the time.

5.09 Living Out Allowance and Meals

A living out allowance of \$48.00/day will be paid to employees who would otherwise receive free room and board and who have the Employer's permission to be living out in accommodation not provided by the Employer. Unless the employee is returned to established headquarters or is granted paid travel time and expenses actually incurred as provided in 5.02(j) the living out allowance will not be reduced when an employee is on paid leave of absence such as annual vacation, sick leave, statutory holidays or day in lieu thereof; or for unpaid leave of absence not exceeding five working days, or while the employee is on Workers' Compensation up to the maximum of his/her unused sick leave allowance. Permission to live out will not be withdrawn except by mutual agreement. Notwithstanding the above, employees who have set up semi-permanent residences at the temporary location (such as mobile home or furnished apartment) will not have their living out allowances reduced when returned to established headquarters at the Employer's expense for periodic assignments or training of 2 weeks or less.

5.10 Where Employer Responsible for Board

Except as provided in Article 5.09 above, where the Employer is responsible for board and/or lodging, the employee may elect,

- (a) to be supplied with accommodation which is equipped with cooking facilities and shall receive \$25.00 per day in lieu of board only; or \$33 per day in lieu of board only where it is essential that employees cook for themselves; or
- (b) to submit an expense account in lieu of board only. It is the intent that reimbursement for board only will be based on reasonable meal expenses incurred.
 - 1. Employees entitled to reimbursement of all three meals in a day may claim up to \$40.00 per day without receipts; claim over \$40.00 per day must be supported by receipts.
 - 2. Employees entitled to reimbursement for less than 3 meals per day, may claim without receipts the per meal allowance as follows:

• Breakfast	\$9.00
• Lunch	\$11.00
• Dinner	\$20.00

*As per agreement of September 5th 2002. Reimbursement per meal over these amounts must be supported by receipts.

5.11 Checkout Allowance

Where regular or temporary employees are provided with board and lodging away from headquarters and elect to return home on weekends or on other days upon which no work is scheduled, they shall, upon request, be granted a living allowance under the following conditions:

Employees working from expense accounts – employees provided with expenses and who elect to return home and on whose behalf the Employer incurs no expenses for the weekend, shall be granted a daily allowance equal to the living out allowance set out of Article 5.09 above.

5.12 Payment of Moving Expenses

- (a) This Article shall apply to regular employees, and temporary employees who have accumulated at least 1 year's accredited service in the last 2 years, who are required to change their established headquarters, either at management's direction or as the result of successfully applying for a bulletined job.

- (b) The Employer shall notify the employee in writing, whether the change is permanent or temporary. When the change is to a position of a continuing nature, outside the municipal area or town in which the employee's established headquarters is located, the Employer will bear the cost of moving expenses in accordance with the following:

- 1. when a regular employee transfers to another job location permanently, at his/her own request, and where the job is of an equal or lower level than his/her present job, if the employee has more than 4 years' service or if the

employee has not been moved at the Employer's expense within the previous 4 years;

2. when an employee successfully applies for a bulletined job at a different location and a promotion is involved;
3. when a regular employee's position becomes redundant and the employee is required to move to a new job location to continue in employment regardless of the length-of-service or the time interval between moves;
4. when an employee is granted a transfer for compassionate reasons under the provisions of this clause, the Employer at its discretion may pay all or part of the employee's moving expenses.

(c) Moving expenses for employees who qualify for a paid move under the foregoing are:

1. standard packing and moving charges, and transportation costs for the employee and family plus incidental expenses up to \$350.00. Incidental expenses would include such items as cleaning, disconnecting and reconnecting of appliances, etc. All expenses must be supported by receipts;
2. an allowance to cover reasonable living expenses will be made to the employee when it is not possible to obtain suitable living quarters at the new location immediately;
3. time off with pay will be allowed for the purpose of obtaining and moving into another home. This time off will be by arrangement with the Division Manager or delegate and will be in addition to any travel time entitlements to the new location;

4. when management is the initiator of the transfer, consideration will be given to further reasonable expenses;

(d) A regular employee who is promoted, directed by a manager to change headquarters, or displaced, shall be eligible, under the following conditions, for reimbursement for Realtor's commission in selling his/her present home and legal fees in purchasing a new home in order to take another job within that company:

1. the employee has been notified in writing that the change of jobs is of a continuing nature;
2. a change in headquarters is involved and the new headquarters is outside municipal boundaries of the present headquarters and where the parties agree that it is not practical for the employee to commute daily to the new headquarters;
3. the employee is the registered owner or joint owner of the home he/she is vacating;
4. costs are actually incurred and the employee provides receipts;
5. the employee continues to work for the Employer for a minimum of 1 year.

- (e) An employee who is residing in company housing and headquartered in a location which attracts an isolation allowance will, on retirement, be allowed up to \$1,000 of the cost of transportation of his/her household effects to any location in the province.

5.13 Temporary Transfer

In cases of transfers of a temporary nature, because of management direction or employee request, the following will apply, subject to expenses being actually incurred and the employee being required to live away from his/her regular residence.

- (a) The employee shall receive living allowances as outlined in Article 5, Clause 5.08, 5.09 and 5.10.
- (b)
 - 1. In cases of long-term temporary transfers where an employee wishes to re-establish his/her household in the new location the circumstances will be discussed between the Union and the Employer and the Employer may, at its discretion, grant moving expenses to the employee concerned.
- 2. When a temporary transfer exceeds 6 months' duration and is to continue for an indefinite period or is to become a position of a continuing nature, the Employer may direct the employee affected to change headquarters provided there are no other employees in the same classification located at the established headquarters of that employee. However, if there are other employees in the same classification at the same headquarters who have sufficient experience, the Employer will offer the change of headquarters on the basis of seniority. Should none of the employees in the classification wish to change headquarters, the Employer may direct the employee with the least seniority to make the change. After the temporary assignment has been completed the employee who was transferred may bump back into his/her former headquarters.
- (c) It is understood that clause 5.13 does not apply where an employee is successful in a temporary job competition under Article 7.10.

5.14 Company Housing

- (a) In areas where company housing is supplied as part of the conditions of employment, the employee will be so informed when he/she is selected. The employee will be informed of the quality of housing and the rental changes at the time of his/her selection.
- (b) If such housing as described above is not immediately available at the time of transfer, the Employer will supply free board and room in the case of a single employee, or pay reasonable living expenses (e.g. motel plus additional food and miscellaneous expenses) in the case of a married employee and family, until such time as permanent living quarters become available.

5.15 Isolation Allowance

- (a) Subject to the conditions herein referred, full-time regular employees covered by this Agreement shall be eligible for an Isolation Allowance on the same terms and conditions as BC Hydro's IBEW(E) Local 258 affiliated employees, that is consistent with Appendix C of the current BC Hydro/IBEW Local 258 Agreement.

(b) The conditions of Appendix C shall be applied to COPE 378 members, during the life of this Agreement, including any changes as might be agreed between Hydro and IBEW(E) Local 258 provided that an employee covered by this understanding shall not be paid an Isolation Allowance while any other member of his/her family in the same household is receiving an Isolation Allowance.

(c) Notwithstanding clause 5.15(b) above, the Employer specifically agrees that the Employer's program, Incentives for Attracting and Retaining Employees, as detailed in the brochure dated April 1991, is to be incorporated by reference in the Collective Agreement and subject to change only with the agreement of the Parties.

ARTICLE 6: SENIORITY

6.01 Definition of Seniority

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article.

6.02 Calculation of Seniority – General

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

(b) Recognition of Seniority with Predecessor Employers

Employees in the bargaining unit on April 1, 1993 who were formerly employees of any predecessor Employer, and whose seniority with respect to any such predecessor is or was recognized by the Union or any of its predecessors shall have all such seniority recognized for the purposes of this Agreement.

(c) Determining Seniority for Employees Hired on Same Day

When 2 or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.

(d) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Paid Holidays; Paid time off and approved leave of absence subject to the provisions of clause 6.02(e) below.

(e) Payment of Union Dues To Preserve Seniority Accrual When Absent From Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying Union dues, fees, assessments and/or levies to the Union during such absence. If the Employee does not continue to make such payments, then such Employee shall not accrue seniority for the period of the leave.

6.03 Calculation of Seniority – Regular Employees

Regular Employees shall accrue seniority under this Agreement in accordance with Clause 6.02(a).

6.04 Calculation of Seniority – Full Time Temporary Employee

Full time Temporary Employees shall accrue seniority under this Agreement on the same basis as Regular Employees.

When Full-Time Temporary Employees obtain regular employment status in accordance with this Agreement, without a break in service, they shall be credited with all seniority accrued pursuant to Clause 6.02(a). In addition Full-Time Temporary Employees who are terminated or change employee status and subsequently regain Full Time Temporary or Regular status within 8 continuous months shall be credited with all previous seniority accrued.

6.05 Calculation of Seniority – Part Time Regular Employees

(a) Notwithstanding Article 6.02(d), Part Time Regular employees shall, except in the circumstances set out in item 6.05(b) below, only accumulate seniority on the basis of time worked. Calculation of service and seniority shall be in accordance with the following:

1. The accredited service and seniority calculations for PTR employees will be calculated as at December 31 each year. This calculation will include hours worked plus AV entitlements for that calendar year.
 2. An employee's total hours worked per Art. 6.05(b) for the previous calendar year will be determined after the end of the last pay period of that year. Total hours worked, including the current year's AV entitlement, will be divided by 163.0435 hours and rounded up. If the employee's total hours worked plus credit for AV entitlement exceeds 1957.5 total working hours in the year, the employee will only be credited with 1 year of service/seniority for that year. The rounded result is the accredited service and seniority for the current year, which will be added to the accumulated total for accredited service and seniority of previous years.
 3. An employee whose status at the end of a year is FTR, and has changed from PTR to FTR at any time during the year, will have no AV entitlement included in the calculation of accredited service for that year.
 4. An employee whose status at the end of the year is PTR, and has changed from FTR to PTR at any time during the year will have the full amount of AV entitlement included in the calculation of accredited service for that year.
- (b) Part-Time Regular employees shall accrue seniority when absent from work only in the following circumstances:
1. while laid off to the recall list.
 2. while absent from work on sick leave.
 3. while absent from work and in receipt of Long Term Disability benefits.
 4. while absent from work and in receipt of Worker's Compensation benefits.
 5. while absent from work and on pregnancy leave; and

6. while on approved leave of absence.

Seniority shall be calculated on the basis of the average number of hours worked over the ten week period immediately prior to the commencement of the absence for any of the reasons listed above.

6.06 Calculation of Seniority – Casual Employees

- (a) Casual employees shall accrue seniority on the basis of hours worked converted to a date by dividing hours by 7.5 and counting the equivalent working days backward from the date the calculation is required. Seniority will be calculated on an as needed basis and will only apply to job competitions per Article 7.

- (b) Casual employees will lose seniority if:

1. They have not worked for 8 months
2. They are dismissed for just cause and not re-instated.
3. They voluntarily resign.

6.07 Calculation of Seniority – Probationary Employees

Probationary Employees who obtain regular status shall have their seniority dated from their entered service date.

6.08 Portability of Seniority Within the Bargaining Unit

Any Employee who changes employment status from Regular, Part Time Regular or Temporary Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

Casuals will be credited with hours worked and a seniority date will be established at the date of selection.

6.09 Service Outside the Bargaining Unit

- (a) An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.

- (b) Employees excluded under the Labour Relations Code of BC and thus required to withdraw from the Union shall be credited with all seniority accrued pursuant to this Article, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the Union bargaining unit.

- (c) Upon a decision by the Parties or the Labour Relations Board that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at his/her option, may be granted seniority credit for the period of exclusion provided it is approved by the Union and provided the person exercises such option in writing to the Union within 30 calendar days of the date of entry. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first 12 calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first 6 calendar months from the date of entry.

6.10 Loss of Seniority

An Employee shall lose his or her seniority only in the event that:

- (a) the Employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the Employee voluntarily terminates employment in accordance with this Agreement;
- (c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than 2 consecutive years;
- (d) a Full Time Temporary Employee does not subsequently regain Full Time Temporary status within 8 continuous months;
- (e) the Employee fails to maintain membership in good standing in the Union;
- (f) a casual loses seniority, in accordance with article 6.06.

6.11 Employees with 5 or more Years of Seniority

An Employee with 5 or more years of seniority in the COPE 378 bargaining unit who resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit after June 01, 2002, may have this prior seniority reinstated:

- (1) after they have been employed for 5 continuous years in an FTT, FTR, PTR or Casual position in the bargaining unit.
- (2) the employee serves notice to the Union of intent to reinstate within 2 years of their commencement in an FTT, FTR, PTR or Casual position;
- (3) the employee satisfies all other terms and conditions of reinstatement as determined by the Union; and
- (4) the Union gives notice to the Employer at the time reinstatement of seniority is to take effect.

This Article does not in any way diminish the Employer's rights with respect to the employee's probationary period.

ARTICLE 7: EMPLOYMENT AND TRANSFER

7.01 New Employees

- (a) All persons accepting full-time regular or part-time regular employment with the Employer in jobs under the Union's jurisdiction will serve a 9 month probationary period. The period will start on the date the employee commences work in the full-time regular or part-time regular job for which they were hired. This period may be extended by mutual agreement between the Employer and the Union. Prior to the expiry date of the probationary period, but not less than 5 working days before the expiry date of the period, the employee's supervisor will conduct a performance rating of the employee and will either confirm the employee's full-time regular or part-time regular status as applicable or terminate the employee.

- (b) Employees who transfer from a full-time temporary or casual job to a full-time regular or part-time regular job of the same job title will be exempted from the 9 month probationary period, or a portion thereof, provided that the time in the full-time temporary job and the full-time regular or part-time regular job as applicable, total a minimum of 9 months unbroken service in the job.

7.02 Hiring Rates

- (a) Employees, including those from other Unions within the Company, will normally be hired at the minimum rate of their job group, except that the Employer may hire an employee at any step in the salary range for that job group having regard to work experience and/or attraction challenges. The Employer will advise the Union of such exceptions and will obtain the Union's agreement for hires at Step 3 and beyond.

- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, the employee's salary will be determined as though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph.

7.03 Promotions, Demotions and Transfers

- (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.

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.
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.
3. By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
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.

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.
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.
7. By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, etc.

7.04 Permanent Promotions

- (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 4.03 (i).
- (b) When an employee is promoted from a position he/she has taken under the provisions of Article 7.06 (a) and (b), the following salary policy will apply:
 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.
 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.
 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 (b) 2 and then the provisions of 7.04 (a).

7.05 Temporary Promotions

- (a) When, in the opinion of the supervisor, a temporary promotion is warranted to meet operational requirements, such temporary promotion shall be compensated as follows:
 1. Where the period of temporary promotion is 1 full working day or more and the promotion is 2 groups or less above the employee's current level, the employee will receive an increase of 5% per group of promotion dating from the first day of promotion, except that:
 - (i) where the resultant salary would be less than the minimum of the new job group, the employee shall receive the minimum; or
 - (ii) where the resultant salary would be higher than the maximum of the new job group, the employee shall receive the maximum.

2. Where a temporary promotion is for 1 full working day or more and the promotion is 3 groups or more above the employee's current level, the Employer will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period. The minimum increase will be 2 groups.
3. Where a temporary promotion is for 1 full working day or more to a supervisory position or a position outside the bargaining unit the employee shall be paid at the higher rate.
4. Where an employee on special salary treatment relieves on another job, the Employer will review the circumstances to determine whether or not the employee qualifies for a promotional increase as described in 1, 2 and 3 above.
5. Prorating under Article 4.03 (i) will not apply to temporary promotions.
6. An employee temporarily on a higher grouped job shall receive the benefit of step increases which the employee would have received on the lower grouped job and his/her salary will be increased according to 7.05(a) 1, 2, 3 or 4. A temporarily promoted employee will also be eligible for step increases on the higher grouped job if the temporary promotion is renewed and thus exceeds 12 months in duration. However, the salary resulting from a step increase on the higher grouped job shall at no time be higher than the salary the employee would have received had the employee been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which he returns to his/her regular job shall include any increases which would otherwise have come to the employee during the period of transfer.
7. In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.
- (b) (Formerly MOU 67) If a manager determines a need for an employee to perform work of a higher job group for an extended but finite period of time, the manager will inform the employee, in advance, of the requirement for the employee to perform that work and will provide an estimate of the period of time the employee will be required to perform the work.

Where the work of a Higher job group is not performed for full working days at a time, the number of hours spent performing the higher grouped duties will be accumulated over a period of time until a full 7.5 hours is reached, at which point compensation for a one day temporary promotion will be paid in accordance with Article 7.05(a). For administrative ease, the manager and the employee may agree that the accumulation of the time spent performing higher grouped duties will be reviewed once each month or on some mutually agreed upon basis to determine the amount of compensation to be paid, if any, under Article 7.05(a).

7.06 Demotions

- (a) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will

apply:

If the employee has a year or more of service in the higher grouped job, upon demotion the employee will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum the employee will be reduced to maximum of the lower group. If the employee has less than 1 year's service in the higher-grouped job, upon demotion his/her salary will be that which the employee would have attained had he/she moved directly to the lower grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

(b) In the case of a demotion not directly ascribable to the employee, refer to the following sections:

1. Re-evaluation – Article 2, Job Evaluation
2. Shortage of Work, Contracting Out, Automation, new equipment, new procedures, or reorganization – Article 9, Displacement, Layoff, and Recall.

7.07 Eligibility for Job Competitions

- (a) An employee with less than 6 months service in his/her position is not eligible to compete for a promotion unless the employee has the approval of his/her supervisor.
- (b) A regular employee with less than 12 months service in his/her position is not eligible to compete for a lateral move or demotion unless the employee has the approval of his/her supervisor.
- (c) Employees who are laid off and eligible for recall under Article 9 shall be eligible to apply for job postings for as long as they remain on the recall list.
- (d) An employee may, by written notice, withdraw their application up to the point the selection is finalized without incurring any penalty or prejudice.
- (e) Employees who accept a job offer will be deemed to have withdrawn from other outstanding job competitions to which they have applied.

7.08 Preference in Hiring

- (a) It is the intent of the Parties that preference in appointments to job vacancies, COPE 378 jurisdiction shall be given to COPE Local 378 members presently on the Employer's staff, in this order:
1. For regular positions, regular employees in accordance with the provisions of Article 9.15.
 2. For regular positions, regular employees in accordance with Article 9.14. In the event that a vacant position arises concurrent with the displacement of an employee who has the ability to perform the job and there is an employee(s) on recall who also has the ability to perform the job, preference for the offer of the position shall be given to the senior

employee.

3. All other employees regardless of status under Article 1.06.

This means that first consideration in job selections will be given to employees in the above order assuming that suitable candidates can be identified.

- (b) If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection. Where the Employer selects from outside the bargaining unit, the same ability requirements will be maintained.

7.09 Job Posting

- (a) A regular employee who is a member of the Union and already on the staff of a department in which a vacancy occurs may be promoted to such vacancy without that vacancy being posted on company bulletin boards.

- (b) If a promotion is not made within a department, then the vacant position shall be posted on company bulletin boards for a minimum of 5 working days in order to give employees an opportunity to apply for it. The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. A job posting for a temporary job must also state the anticipated end date for the temporary job. With agreement of the Union, under exceptional circumstances bulletining may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.

- (c) Standing Posts

Notwithstanding 7.09 (b), applicants to a bulletin to which they have been unsuccessful may be considered for subsequent vacancies for position(s) that were posted on the original bulletin without having to reapply provided that such vacancies occur within 3 months of the date of posting of the original bulletin. These bulletins will remain posted and applications will continue to be accepted for any subsequent vacancies during the life of the bulletin. The applications will only remain valid provided no further bulletin for these position(s) is posted. These bulletins will apply to the following high turnover Customer Services Jobs in the Lower Mainland and Victoria; Meter Readers, Customer Inquiry Clerks, Credit Services Clerks, and Billing and Information Clerks. Additional classifications may be added by agreement of the Parties.

- (d) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy. A late applicant shall be considered for a bulletined job provided the employee was absent from work due to sickness or vacation or away from established headquarters on company business at the time the job was bulletined, and provided his/her application is received before another person is selected to fill the vacant position.

- (e) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly

and demonstrably higher than candidates who have greater seniority.

- (f) Ability shall include consideration of the employee's performance on the employee's present job.

- (g) Confidential employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this clause.

- (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 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.

- (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.

7.10 Temporary Postings

- (a) Temporary jobs shall be bulletined, excluding those which can be filled within a department, those where the temporary job lasts less than 6 months, or others specifically referred to the Union and mutually agreed. It is the intent of the Parties that such vacancies should be filled by internal promotion where the effective operation of the department permits.

- (b) A regular employee who is selected to fill a part-time temporary position created as a result of a regular employee's absence, or a Full-Time Temporary position as defined in Clause 1.06(c)¹ shall retain his/her status as a regular employee during such assignment, and shall be covered by all of the terms and conditions of this Agreement which are applicable to regular employees.
- (c) Upon completion of a full-time temporary assignment, a regular employee shall have the right to return to his/her regular job.
- (d) Temporary jobs shall be re-bulletined if they become permanent in nature, unless otherwise specifically agreed to with the Union. The Employer agrees to provide a listing of all new employees hired under this provision once monthly to the Union.
- (e) Where a regular employee obtains a promotion to a temporary job under this clause which is outside the municipal area or town in which the employee's headquarters is located, the employee shall be provided moving expenses under Article 5.12(c) to relocate to the temporary headquarters and return to their permanent headquarters or relocation headquarters.
- (f) Where a regular Employee obtains a temporary job under this clause which represents a lateral transfer or a demotion, the Employee shall not be entitled to moving expenses, save and except that if the Employee subsequently obtains a regular job at the temporary headquarters or relocations headquarters, moving expenses as per Article 5.12(c) (which also shall include moving expenses incurred in transferring to the temporary job provided receipts are submitted by the Employee) shall be paid by the Employer provided the Employee qualifies under the terms of Article 5.12(b)(1) as at date of obtaining such regular job.

7.11 Filling of Internal Positions

Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the appropriate Human Resources Department. Notwithstanding the above, if after 6 weeks from the date of notification the employee has not moved to the new job because of a delay ascribable to the Employer, the employee will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer rescheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

ARTICLE 8: TECHNOLOGICAL CHANGE AND NEW PROCEDURE

8.01 Definitions

- (a) New Procedure for the purposes of this Agreement shall mean the introduction of any change in the nature of the Employer's work, operations, undertaking or business or in the manner in which the Employer carries on its work, operations, undertaking or business which results in the displacement of one or more employees. Without limiting the generality of the foregoing, New Procedure shall be deemed to include:
 - 1. any reorganization, in whole or in part, of the Employer's work, operations, undertaking or business;
 - 2. any technological change.
- (b) Technological Change for the purposes of this Agreement shall mean the introduction of any equipment or material different in nature, type or quantity from that previously used by the Employer or a change in the manner in which the Employer carries its work, operations, undertaking or business related to the introduction of such equipment or material which results in the displacement of one or more employees.

8.02 Notice of New Procedure

- (a) Whenever the Employer proposes to effect a new procedure, it shall give to the Union at least (60) calendar days prior written notice. Such notice shall state:
 - 1. The nature of the new procedure;
 - 2. The date on which the Employer proposes to effect the new procedure;
 - 3. The number, location and classification of employees likely to be displaced due to implementation of the new procedure; and
 - 4. In general terms, the anticipated results of introduction of the new procedure upon the Employer's work, operations, undertaking or business and upon the affected employees.

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.

8.04 Displacement/Layoff

Any displacement of any employee(s), whether involving a layoff or not, arising in respect of the introduction of any new procedure must be undertaken in accordance with the provisions of Article 9 (Displacement, Layoff and Recall). Without limiting the generality of the foregoing, each affected employee shall be entitled to written notice of layoff, or pay in lieu of such notice, in accordance with Article 9.02.

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.

8.06 Resolution of Disputes

Any dispute between the Parties with respect to any technological change or new procedure shall be subject to resolution in accordance with the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 9: DISPLACEMENT, LAYOFF AND RECALL

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.

(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 ABSBBC 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
- 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.

9.02 Notice of Displacement/Layoff – Regular Employees

The Employer will provide the Union and affected employees with at least 60 calendar days written notice when regular employees are to be displaced. The notice provided will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.

No employee shall be laid off to the recall list until she/he has exhausted her/his options.

9.03 Severance Pay – Regular Employees

A regular employee whose employment is terminated in accordance with the provisions of this Agreement, except for just cause, shall be entitled to severance pay in accordance with the following:

- | | | |
|-----|--|---|
| (a) | on completion of 6 months but less than 2 years
of continuous service | 2 weeks; |
| (b) | for each additional year of continuous service equal to or
greater than 2 years | 2 weeks to a
maximum of
52 weeks. |

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.

9.05 Placement in Vacant Positions Within The Bargaining Unit (Also refer to MOU #19)

The Employer shall offer vacant positions in their headquarters, local geographic area and in the Company - in that order - to regular employees who are subject to displacement. Such placement in vacant positions shall be based on ability and seniority, in that order. In such cases the Union agrees to waive the requirement to post such vacancies. Any offer of placement shall be limited to an equal or lower level job group to the job from which the employee was displaced. Additionally, a regular employee who is subject to displacement and who is in receipt of blue-circle salary treatment, may be offered placement into a job group level up to and including that at which the employee's salary is blue circled.

These employees shall be eligible for training:

- (a) for the operation of new equipment and/or performing new procedures;
- (b) for qualifying for new jobs created by such changes;
- (c) for other vacancies within the Company for which they may be qualified.

9.06 Placement In Vacant Positions Outside The Bargaining Unit

Regular employees who are subject to layoff shall have the right to accept or reject reassignment by the Employer to any positions or jobs outside of the bargaining unit which may be offered to these employees by the Employer. In the event that a regular employee who is subject to layoff accepts such reassignment, s/he shall continue to be subject to the provisions of this Article for so long as s/he has a right of recall or a right to return to a former position in accordance with the applicable provisions of this Article. The seniority of such employee shall continue to accrue for all purposes under this Agreement for so long as s/he has said rights, provided the employee continues to pay his/her Union dues. Upon expiration of the recall period or the forfeiting of recall rights, an employee placed in a regular position with the Employer(s) shall not be entitled to severance pay as set out in Article 9.03.

9.07 Bumping Procedure

(a) A regular employee who is subject to displacement shall have the right to bump in accordance with this Article. Such employee shall exercise his/her bumping rights within his/her division then company-wide, in that order. Employees who exercise their bumping rights will not be required to change their status in terms of full-time or part-time. That is, where a 'least senior' bump under Article 9.07 would require the employee to change their status, the 'least senior' bump of the same status will also be offered. Job shares will be considered 2 PTR's for the purposes of bumping.

(b) Providing the affected regular employee has greater seniority, the employee may bump, only within the employee's current division, an incumbent with less seniority:

1. in the same job, or;
2. in a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;
3. in a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer, or B.C. Hydro's Job Evaluation department, whichever is applicable, and provided the employee is currently employed within the "job hierarchy", or;
4. in a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.

Notwithstanding the foregoing, when an employee elects to exercise his/her bumping rights into a job and there is more than one incumbent in that job at a given headquarters, the employee must bump the least senior incumbent in that job at that headquarters. In the event the employee is denied the bump of the least senior incumbent as outlined above, the employee may then elect to bump the next least senior incumbent in that job at that given headquarters. Should subsequent bumps be denied, the above process may be repeated at the employee's option.

(c) Only if the affected regular employee has greater seniority and is unable to bump into a job within his/her local geographic area in accordance with the above, the employee may then bump outside his/her current division and within his/her local geographic area, the employee with the least seniority:

1. in the same job, or;
 2. in a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;
 3. in a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer or B.C. Hydro's Job Evaluation department, whichever is applicable, and provided the employee is currently employed within the "job hierarchy", or;
 4. in a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.
- (d) Only if the affected regular employee has greater seniority, and is unable to bump in accordance with the above, then the employee may bump outside his/her current division, on a "company-wide" basis, the incumbent with the least seniority:
1. In the same job, or;
 2. In a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;
 3. In a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer or B.C. Hydro's Job Evaluation department, whichever is applicable, and provided the employee is currently employed within the "job hierarchy" or;
 4. In a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.
- (e) For the purposes of administering the bumping process only, where more than one regular employee is affected and elects to bump into the same job, the employees involved shall bump in order of seniority, until the bumping process is completed.
- (f) Bumping shall occur only as stated in the foregoing provisions unless otherwise agreed by the Parties. Bumping to a position at the same level that has not been previously held by a regular employee may be implemented by agreement of the Parties.
- (g) A regular employee who is bumped under the foregoing provisions may in turn exercise his/her seniority to bump another employee in accordance with this Article.
- (h) Non-shift employees who exercise their bumping rights will not be required to accept a shift position. Should a non-shift employee refuse a shift position as per this Article, the employee cannot then choose to bump into a shift position within the same job at a later point in that bumping process. For clarity, this Article does not apply to employees who are shift employees at the time their options are made available.

- (i) An employee who is on extended leave such as WorkSafeBC, Long Term Disability, Pregnancy Leave, etc. will be included in the displacement and/or directed relocation process. The employee will be notified of displacement and directed relocation but will not have to exercise their options until they are deemed fit to return to active duty. In cases where it is practical (e.g. education leave, pregnancy leave) the displaced or relocated employee would be approached to participate at the time on a voluntary basis. If there is any doubt as to the employee's fitness (physical and/or mental), they will not be required to participate until they are deemed fit and able to return to active duty.

9.08 Placement In A Temporary Position

In the event that a regular employee has exhausted her/his vacancy placements and bumping options pursuant to articles 9.05, 9.06, and 9.07, the employee may elect to fill a Full-Time Temporary (FTT) position that is occupied by a junior FTT employee. In that case, the Employer will terminate the FTT and allow the Regular to complete the remainder of the FTT work requirement in the following circumstances:

- (a) Within the Lower Mainland (up to, but not including Squamish and Abbotsford), Victoria, or Nanaimo, the FTT position is in the same division as the Regular subject to layoff; outside the Lower Mainland (including Squamish and Abbotsford), outside Victoria, or outside Nanaimo, the FTT position is in the same headquarters as the Regular subject to layoff.
- (b) The FTT position is expected to continue for at least 3 more months from date of layoff of the Regular employee; and
- (c) The Regular has the prerequisite qualifications or an equivalency for the FTT position; and
- (d) The Regular has the ability to perform the FTT position.

Where the above criteria is met and more than one FTT position is identified, the FTT employee in the position with the longest expected duration from the date of layoff of the Regular employee shall be terminated, with the Regular assuming the remainder of the work requirement.

The Regular employee shall hold FTT status for the period of the FTT work requirement. They shall also retain their rights and status as a Regular employee on the recall list for the duration of their recall period.

On an exception basis, where the termination of the FTT and assumption of the remainder of the work requirement by the Regular employee would have significant impact on the business of the department, the details and impact of such will be reviewed with the Union, and the Employer may elect not to proceed with the termination of the FTT employee identified.

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 5 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.

9.10 Layoff

In the event that a regular employee is not trained, placed or is unable or declines to bump, under the terms of this Article, the employee shall be laid off, unless such employee accepts severance pay in full in accordance with Article 9.03 of this Agreement.

9.11 Seniority Accrual During Layoff

In accordance with Article 6, seniority shall accrue for all purposes under this Agreement, for the duration of a regular employee's recall period, provided the employee is recalled to work prior to the end of such recall period.

9.12 No Benefit Entitlement During Layoff

A regular employee on layoff is not entitled to employee benefits.

9.13 Recall Period (Refer To MOU #19)

The laid off regular employee's name shall be placed on a recall list for 2 years and considered for any regular vacancy of an equal or lower job group in accordance with Article 9.14 below. Notice of recall for placement interview purposes shall be made personally or by double registered mail. Should the employee fail to respond to the registered mail notice within 5 working days, unless such time is extended by the Employer, the employee's name shall be dropped from the recall list. A copy of such notice shall be sent to the Union. The laid off employee is responsible for providing the appropriate Human Resources contact with his/her current mailing address and telephone number.

The Employer will maintain an up-to-date recall list and provide a copy to the Union upon request. Any grievance filed with respect to not being recalled shall be in accordance with the provisions of Article 3 of this Agreement.

9.14 Recall to Work

- (a) Recall to the regular job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on).

- (b) Recall to other regular positions shall be limited to jobs which are of an equal or lower job group to the job from which the employee was last laid off. Such recall shall be made on the basis of an employee's past record of ability and seniority.

9.15 Return to Former Position

A regular employee with the highest seniority who was previously displaced from a job shall have preference to return to his/her original job in the same department if such job becomes vacant or is re-established and if the vacancy arises within 2 years of the date of displacement from the job. In the application of this Article, the Union agrees to waive the requirement to bulletin.

9.16 Impact on Pay Rates

(From January 13, 2012 until August 31, 2013 refer to the Memorandum of Agreement 8.c re. Blue circling – included at the end of this Collective Agreement - for the application of 9.16)

- (a) Where a regular employee is displaced from his/her position and assumes a lower level position, the employee will be given blue-circle salary treatment.
- (b) An employee receiving blue-circle salary treatment in accordance with 9.16(a) above will be granted continued protection in the event s/he receives a promotion from the lower level job. Continued salary protection will not be extended to employees leaving their position for lateral transfers or demotions.

- (c) Upon recall to his/her former job, an employee shall receive his/her former rate of pay plus any negotiated increases applicable to the period prior to recall. Salary treatment of recall to other positions as described in Article 9.14(b) above shall be made in accordance with the following:

1. An employee with 1 or more years' service in the higher grouped job 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 maximum.

2. An employee with less than 1 year's service in the higher grouped job will assume the salary the employee would have attained had he/she moved to the lower grouped job on the same date he/she moved to the higher grouped job.

9.17 Directed Relocation

- (a) When the Employer is contemplating a directed relocation of the established headquarters of a regular employee who is not otherwise displaced, full consideration will be given to the employee's family needs and preferences prior to directing relocation.

(b) Where there are multi-incumbents in a job and one or more but not all of the incumbents are to be transferred to their job at another headquarters, subject to operational requirements the incumbent with the greatest seniority and present ability to perform the work shall be offered the position first. In the event that none of the incumbents elect to fill the position, the incumbent with the least seniority and present ability would be directed. In the case of a directed relocation beyond a regular employee's local geographic area, as defined in this Article, an employee will be accorded the options set forth in this Article.

(c) Employees will be given not less than 60 days written notice of a permanent directed change in established headquarters, except that if the new headquarters is outside of the local geographic area, then at least 90 days notice will be given. A copy of this notice will be forwarded to the Union.

9.18 Moving Expenses

Moving expenses arising with respect to any displacement under this Article shall be paid for by the Employer in accordance with Article 5.12 (c) and Article 5.12 (d). Employees being recalled to positions in accordance with this Article are not entitled to moving expenses.

9.19 Consideration of Regular Employees on Recall for FTT Assignments (Formerly MOU 19)

Qualified inactive regular employees on the recall list will be considered for any FTT assignment that may arise subsequent to the commencement of the individual period of recall.

It is understood that in the event a regular employee from the recall list is hired to fill a temporary assignment, such employee will hold FTT status for the period of the FTT assignment. Any such employee shall also retain his/her rights and status as a regular employee on the recall list for the duration of his/her recall period.

During any period of FTT employment as described above, the employee shall not be required to serve the qualifying period for dental benefits (art. 10.03) nor the qualifying period for entitlement to sick leave (art. 15.03). Furthermore, regular employees working in FTT assignments shall be entitled to access their time banks and current year AV entitlements during the period of temporary employment in accordance with the terms of the Collective Agreement.

ARTICLE 10: BENEFIT PLANS

10.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the BC Medical Services Act through the Medical Services Plan of BC.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan.
- (c)
 - 1. Eligible new employees (except Casual and those hired for vacation relief) are covered under the Medical Services Plan effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month.
 - 2. Eligible new employees as in 1 above are covered under the Extended Health Care Plan effective date of hire.
 - 3. Vacation relief employees are covered under the Medical and Extended Health Care Plans effective the first day of the month following 3 continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fourth month of continuous service.
- (d) Premiums for both plans will be paid by the Employer. Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans.
- (e) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

NOTE: The word "month" as used above means "calendar month".

10.02 Group Life Insurance

The Employer shall continue to provide a Group Life Insurance program which provides coverage of 200% of annual basic earnings. Premiums for this plan shall be paid by the Employer and dividends will accrue to the Employer. Except for casual employees and employee hired for temporary vacation relief enrollment is compulsory for all employees and plan coverage is effective date of hire. Enrollment for vacation relief employees is compulsory after 4 months' continuous service.

10.03 Dental Plan

All regular employees and Full-Time Temporary Employees with greater than one year of continuous service shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to those offered by Manulife as of the date of signing of the Agreement in Plan A (95%), Plan B (65%), and Plan C (50% co-insurance) with a limit of \$2500 maximum lifetime benefits per person enrolled in the plan. Enrolment and continuous coverage in the dental plan is a condition of employment for eligible employees except that employees covered by another dental plan may elect not to participate in the Company plan. Coverage commences effective the date of hire for regular employees and following 1 year of continuous service for Full Time Temporary employees. The cost of the dental plan shall be paid by the Employer.

The parties agree that, in cases where spouses are both employed by ABSBC, each spouse is entitled to the benefits of the dental plan.

10.04 Accident Insurance

The Employer agrees to pay 100% of the premiums for an Accident Insurance Plan for 24 hour coverage. Subject to the terms of the Plan, the maximum death benefit shall be \$200,000, and maximum dismemberment benefit shall be \$75,000.

10.05 Flexible Benefits Program

(a) Employees may elect to be covered by the benefit package outlined in clauses 10.01 through 10.04 (defined as Level 2), or by benefit Level 1 or Level 3 as detailed below.

(b) Optional benefit levels provide the following coverage:

Level 1		Level 3	
(1)	Group Life Insurance	1.	Group Life Insurance
(2)	Accident Insurance	2.	Accident Insurance
(3)	Extended Health	3.	Extended Health
(4)	Dental Plan	4.	Dental Plan
		5.	Medical Services Plan

(c) Eligible Employees opting for Level 1 benefits shall receive a monthly payment in an amount approximately equal to the reduced cost of these benefits relative to the cost of Level 2 benefits. It is understood and agreed that an Employee shall only have the right to opt for Level 1 benefits if the Employee can provide satisfactory proof that he or she is otherwise covered by Medical Services Plan. Eligible Employees opting for Level 3 benefits shall pay, on a monthly basis, the approximate additional cost for these benefits relative to the cost of Level 2 benefits. The monthly payments and costs for Level 1 and Level 3 will be set annually by the Employer.

(d) Eligible employees will initially enroll on their date of hire (or the date they first become eligible, if later). Following the initial enrollment, there will be an annual re-enrollment for Flexible Benefits and Voluntary Accident Insurance with changes effective on January 1 each year. At this time, eligible employees may change their Flexible Benefits by only one level up or down from their current level.

(e) Changes in Flexible Benefits, Voluntary Employee Accident Insurance and Voluntary Family Accident Insurance will also be allowed at other times during the year if:

1. dependent status changes (i.e. the employee acquires dependents or no longer has dependents), or
2. the employee loses MSP, extended health, or dental coverage that was previously available through the spouse.

An employee may only move one level up or down during the year.

10.06 Voluntary Benefits

In addition to the above, effective 1 January 1995 the following Voluntary Benefits shall be available to all eligible Employees with the full cost of such benefits paid for by the Employee on a monthly basis:

- (a) Voluntary Employee Life Insurance
- (b) Voluntary Spouse's Life Insurance
- (c) Voluntary Employee Accident Insurance
- (d) Voluntary Family Accident Insurance

10.07 Benefit Plans on Leave of Absence

(a) An employee on leave of absence without pay, for reasons other than sick leave, pregnancy leave or adoption and paternity leave for a period of 15 days or more in any calendar month is required to prepay the whole cost of benefit plans as outlined in 10.01, 10.02, 10.03, 10.04, and 10.05 above in respect of that month.

(b) Employees who are on Leave of Absence in accordance with Article 1.05 as full-time paid officers or employees of the Union, shall be eligible for coverage under all Company benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or the Employee.

NOTE 1: Coverage in all Benefit Plans will be effective immediately following the completion of the qualifying period, if any.

NOTE 2: Further details on these plans are provided in the Supplementary Information attached to this Agreement.

10.08 Benefits during Strike or Lock Out

The Employer agrees that in the event of any legal strike by the Union or legal Lock Out by the Employer, the Employer shall continue to provide existing benefit plan coverage, excluding Pension Plan, for those employees affected, provided the Union pays the total costs of benefit plan coverage to the Employer on or before the regular due date. By mutual agreement between the Parties, the Employer may pay the total cost of the benefit plan coverage and recover these costs from those employees affected on their return to work.

10.09 Retiree Benefits

Employees who retire from the Employer's service and who have completed 10 years of service will receive retiree benefits as provided under the following Plan:

- Payment of BC Medical Services Plan premiums in effect at the time of ratification and indexed in the future for actual MSP increases to a maximum of 2.5% per year
- Annual Health Spending Account (HSA) of \$2000 with \$1200 HSA for surviving spouse with Retiree Medical Plan administered through Manulife Financial
- Unused HSA funds from one calendar year can be carried over for one further calendar year
- \$10,000 death benefit

10.10 Details about Benefit Plans

Details about the benefit plans referred to in this Article are available to employees through the ABSBC intranet or through Employee Benefits. It is understood that Level 1, Level 3, and Voluntary Benefits may be subject to change by the Employer. However, during the term of the current Collective Agreement, the Employer will seek the concurrence of the Union prior to making any changes.

ARTICLE 11: WORKING HOURS

11.01 Hours of Work

The hours of work of all employees, except part-time and casual employees (Article 1.06(b) and (d)), shift employees (Article 12.04) and those otherwise specifically mentioned in this Agreement, shall be as follows:

(a) Working Hours

1. The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7.5 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.
2. Notwithstanding Article 11.01(a)(1) above, full-time regular employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the 17 RWWL days to be earned in the following calendar year. Since the cash payment will be made in advance of the RWWL being earned, a pro-rata adjustment will be made if the employee terminates from the Employer before the end of the calendar year in which he/she receives the cash payment.
3. Full time temporary employees may elect to receive either time or cash for RWWL days to be earned. Time is defined as one full day off in each of the 17 bi-weekly pay periods which do not contain a statutory holiday. Cash is defined as 7% of gross bi-weekly earnings paid on a bi-weekly basis.

Temporary employees cannot take RWWL days off in advance of having earned them.

(b) Standards and Authorized Variations

1. "Standard" means the condition specified in the Agreement.
2. "Authorized Variation" means a range of alternatives specified in the agreement, within which range a supervisor may vary from the standard due to operational requirements. The supervisor will provide employees with two weeks' notice where an authorized variation is to be used.

To the extent possible, authorized variations will be agreed to between the supervisor and the affected employee(s). Where agreement is not reached, the supervisor's change to an authorized variation will not be arbitrary, discriminatory, or in bad faith, and consideration will be given to an employee's personal circumstances, and, where applicable, to an equitable sharing of preferred and un-preferred hours of work, prior to the change being implemented. It will be the responsibility of the employee(s) to inform their supervisor of the impact of the proposed change to the hours of work.

(c) Work Day

7.5 consecutive hours of work, exclusive of lunch period

(d) *Work Week*

1. The standard will be Monday through Friday.
2. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, customer accounts, customer telephone enquiries or credit services. All employees of NCS are also covered by this variation. This list may be amended by agreement of the Parties.

(e) *Starting Time*

1. The standard starting time will be 08:00.
2. The authorized variation will be a starting time between 06:00 – 10:00.

(f) *Lunch Break*

1. The standard will be per current local practice.
2. The authorized variation will be one-half hour or one hour.

(g) *RWWL Application*

1. RWWL days, which have not been exchanged for cash in accordance with 11.01(a)(2), will be put into the time-off bank detailed in 11.08 which may accumulate RWWL days, without limit, and which may be used for days off at a time which does not conflict with essential departmental requirements.
2. Pre-scheduling to be for 12 week periods, or multiples thereof, with sign-up at least 2 weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria. RWWL application is dependent on cooperation and flexibility at scheduling time. Supervisors and staff should discuss the situation to gain a clear understanding of the needs of both the employee(s) and their supervisor to arrive at a mutually acceptable schedule.
3. RWWL will apply only to full-time regular and full-time temporary employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular and full-time temporary employees in service during that period.
4. Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of one-ninth of that period's RWWL allowance for each day worked during that period.
5. An equivalent percentage payment of RWWL will apply to part-time regular and casual employees in accordance with Article 1.06(b) and (d) of this Agreement.
6. Employee on leave of absence without pay for a pay period will not earn RWWL for that pay period.

7. For those employees on sick leave, long term disability or leave of absence, if the employee received pay from ABSBC for any part of the pay period, he/she earns the RWML day for that period.

(h) In cases where hours of work must be varied to obey Provincial Fire Regulations, or Forest Management Licensee Requirement, such work as is carried out under these conditions shall be at straight-time for the first 7.5 hours.

(i) Policies and bulletins issued by the RWML Task Force have been deleted and/or incorporated into the collective agreement where applicable. There is no intent to change the application or principles of the RWML provisions.

(j) Meter Readers

1. In general, Meter Readers shall work a 157.5 hour, 21 day month, reduced, as appropriate, by RWML, as provided in Article 11.01(a). The working day shall include office reporting and clerical time, travel time from office to start of route, and shall commence at 08.00.

2. It is the intent of both Parties to this Agreement that a 157.5 hour month shall take care of moderate day-to-day variations in hours of work due to scheduling difficulties. Monthly time in excess of 157.5 hours is to be paid at overtime rates or on the basis of time off according to Article 11.02. Daily and hourly rates shall be calculated on the basis of 7.5 hours per day.

11.02 Overtime Payments

(a) This clause applies to all employees except shift work employees.

(b) All time worked in excess of the hours stated in the preceding clauses of this section shall be paid for at the rate of Double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays shall be at overtime rates plus regular salary, except as provided in Article 13.01(e) of this Agreement. All time worked on Saturdays, Sundays and Statutory Holidays will be paid at double time rates.

(c) Notwithstanding Article 11.02(b), all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to employees conducting the training.

(d) Overtime Banking

1. Employees may bank up to 100% of monies earned for working overtime in an Overtime Bank. Overtime shall be credited to the bank in hours. Banked overtime may subsequently be taken as time off in lieu of wages or paid out. Scheduling of time off in lieu is to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to August 31 in the year following the calendar year in which it is earned shall be paid out.

2. An employee's Overtime Bank will be paid out upon a change to casual status by that employee.

11.03 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates.
- (d) All overtime worked between the hours of 00:00 and his/her normal starting time shall be paid for at 200% of straight-time rates.
- (e) Notwithstanding the provisions of Clause 11.03(i), a call-out occurring within a period of 4 hours prior to the commencement of the employee's regular working day or shift will nevertheless require the employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.
- (f) Where an employee is required to work less than 2 hours beyond his/her regular shift, a one-half hour unpaid meal period will be allowed.
- (g) An employee will be paid for a one-half hour meal period at the prevailing overtime rates, and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred:
 - 1. where the actual worked, exclusive of any meal period, is 2 hours or longer before or after the regular day or shift;
 - 2. where an employee is called in and works 4 hours overtime;
 - 3. where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.
 - 4. where an employee misses a paid meal period to which the employee is entitled, he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (h) Where work is pre-scheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Employer will not be required to provide lunch or pay for meal time if taken.
- (i) An employee who has worked overtime shall return to work after 8 hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work the employee shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if his/her overtime finished at or before 8 hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her 8

hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (j) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:

1. Provided that normal means of transportation is not available.
2. Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her supervisor during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

11.04 Reporting at Locations Other Than Established Headquarters

If an Employee is required to report for his/her regular day's work at a location other than his/her established headquarters, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her established headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances, but no such arrangement will reduce any entitlement of the Employee under this Collective Agreement.

11.05 Minimum Paid Periods

- (a) If an employee is required to remain at the work place to work overtime, the employee will be paid for a minimum of one-half hour. Time worked beyond the first one-half hour of overtime will be recorded to the next higher quarter hour. The applicable clause may be invoked with respect to meal interruptions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if the employee is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off (e.g. RWWL day) will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in travelling to and from his/her normal work location.

- (b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time the employee leaves his/her residence. One-half hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provisions will not apply.

- (c) (Formerly MOU 73) The Parties recognize that completing a customer call is part of the normal duties of the call center agent and is important in maintaining customer satisfaction.

Therefore, notwithstanding Article 11.05(a) of the Collective Agreement, the Parties agree on the following compensation to be paid to call center agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:

1. The requirement to pay the minimum of ½ hour on each occasion is waived.
2. Overtime rates are paid by the minute on each occasion up to and including the 15th minute beyond their normal shift.
3. If the employee works more than 15 minutes and up to 30 minutes beyond their normal shift, they will be paid the required minimum ½ hour at overtime rates; and
4. All time so worked shall be calculated and paid each pay period.

11.06 Premium Payments

(a) Training Premium Pay

In classroom training situations, where an employee who does not have responsibility for conducting training as part of their defined job duties is assigned to conduct such training, they shall be paid a premium of 5% of their normal hourly rate for all time spent in instruction.

- (b) Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

11.07 Telephone Consultation

Where an employee is consulted by a supervisor or the supervisor's delegate by telephone outside of the employee's normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (a) Pay per telephone consultation equivalent to one-half hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and 1 hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (b) below.
- (b) If a second or successive telephone consultation takes place within on-half hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (a) above.
- (c) The telephone consultation premium will not be paid if an employee is on standby duty.

11.08 Time off Bank (Refer to MOU #50)

- (a) Banked RWVL days, banked overtime, and unused AV from previous years entitlement shall be maintained in a single time off bank.

- (b) Time may be banked without limit. Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor, and is subject to essential departmental requirements. Such agreement will not be unreasonably withheld by the Employer.

(c) The time off bank may only be paid out in cash due to exceptional circumstances upon application by the Employee when approved by a senior manager, or upon termination. In such cases, the time bank shall be withdrawn at the employee's base rate in effect on the day prior to payout.

(d) An employee on a recall list may access the cash pay-out under Clause 11.08(c) at the time he/she is placed on the recall list and at 8 month intervals thereafter.

ARTICLE 12: SHIFT WORK

12.01 Shift Work

The Employer's various operations have required and may continue to require shift work.

12.02 Notice

- (a) The Employer will provide the Union and affected employees with 60 days' notice prior to introducing new shift requirements in a work area (i.e. a shift that is not currently in use in the work area or that has not been used in the work area in the preceding 12 months). This will include work areas that already have shift requirements. This notice period is required even if the new shift is added during the course of the normal shift sign-up.
- (b) The Employer will provide the Union and affected employees with 60 days' notice if there is a required change to a full-time employee's shift due to operational reasons. If such notice is not given for a required shift change, then the full-time employee will attract overtime wages for the hours worked outside their normal shift schedule until the required notice period is satisfied.
- (c) Consideration will be given to individual circumstances in the event that an employee has legitimate reasons for delaying the start of the new shift (e.g. child or elder care requirements).
- (d) For clarity, the notice period outlined above is not required when canceling an already existing full-time shift (i.e. the shift is no longer required in the work area) so long as the cancellation occurs during the course of the normal shift sign-up. If the cancellation occurs at a time other than normal shift sign-up, paragraph (b) will apply.
- (e) For further clarity, a notice period is not required when simply shifting the number of employees required on currently existing shifts so long as this change to the employee complement occurs during the course of the normal shift sign-up. For example, a change may occur to a full time regular employee's shift from the last shift schedule due to the required employee complement being changed. This is to be expected during the course of normal shift sign-up and would therefore not require notice.

12.03 Employee Option

Should an employee's position become a shift position, the employee will have the option to either:

- (a) accept the shift position, or
- (b) decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 7.09; the employee who has declined the shift position will continue to work regular days and hours, subject to departmental requirements, or will be treated in accordance with the provisions of Article 9.

12.04 Shift Work Conditions

Where employees work shifts, they shall be governed by the following conditions:

- (a) Working Hours
 - 1. (i) The hours of work of all FTR and FTT shift employees shall be the equivalent of 35 hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the 35 hour week. An RWWL day will be earned in each of the 17 biweekly pay periods which do not contain a statutory holiday.
 - (ii) The hours of work for all PTR shift employees shall be in accordance with Article 1.06(b) and 12.05.
 - (iii) The hours of work for all casual employees who work shift work shall be in accordance with Article 1.06(d) and 12.05.
 - 2. Notwithstanding Article 12.04 (a) 1 above, full-time regular employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the 17 RWWL days to be earned in the following calendar year. Since the cash payment will be made in advance of the RWWL being earned, a pro-rata adjustment will be made if the employee terminates from the Employer before the end of the calendar year in which he/she receives the cash payment.
 - 3. Full time temporary employees may elect to receive either time or cash for RWWL days to be earned. Time is defined as one full day off in each of the 17 bi-weekly pay period which do not contain a statutory holiday. Cash is defined as 7% of gross bi-weekly earnings paid on a bi-weekly basis.
 - 4. Notwithstanding the provisions outlined in Articles 11.01(g)1 and Article 11.01(g)2, it is intended that where RWWL days are available to be taken as time off they will normally be scheduled to allow shift employees one full day off in each 3 week period excluding the last week of the calendar year.
- (b) Work Day
 - Any consecutive 7.5 hours of work, exclusive of lunch period, in a 24 hour period.
 - (c) Work Week
 - Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays.
 - (d) Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 11 days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

(e) Premium Pay

Premium pay for shift workers as outlined in this Article, who are required to work on Sundays and statutory holidays, shall be paid at time and one-half for those days.

(f) Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows:

1. Shift workers shall be paid a shift premium equal to 6.7% of the average hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to 10% of the average hourly rate shall be paid for all hours worked between 00:00 and 06:30.
2. Where less than a majority of the hours of a specific shift fall within the period of 00:00 and 08:00, the period from the start of the shift to 06:30 attracts the 10% premium and the period from 06:30 to 08:00 attracts the 6.7% premium.
3. Where a majority of the hours of a specific shift fall outside of the day shift, premium entitlement(s) shall apply to all hours.
4. Where a majority of the hours of a specific shift fall within the period 00:00 to 08:00, the portion of the shift between 00:00 and 06:30 attracts the 10% premium and the remainder of the shift attracts the 6.7% premium.
5. For the purposes of this Article, average hourly rate is calculated on the basis of the average monthly salary of all COPE 378-affiliated employees as at 1 April of each year, converted to hourly rate in accordance with the formula contained in Article 4.01.

(g) Lunch Periods

The lunch period will be taken as close as possible to mid-shift but may be varied or staggered for different employees from 1 hour before to 1 hour after the middle of the shift according to the needs of the work in progress.

(h) Overtime Payments-Shift Workers

1. All time worked in excess of the hours stated in (b) above shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and Statutory Holidays shall be paid at 200%.
2. Notwithstanding the provisions of Article 11.03(d), shift workers who work overtime between the start time of the scheduled shift and 8 hours prior to the start of the scheduled shift shall be paid at 200% of straight time rates for those hours.
3. Notwithstanding Article 12.04(n)1 and 12.04(h)2, all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to the employees conducting

the training.

(i) Overtime Banking

Employees may transfer to the time off bank defined in Article 11.08 up to 100% of monies earned for working overtime, to be taken as time off in lieu of wages. Overtime shall be credited to the bank in hours.

(j) Sign-Ups

1. A majority of any group of shift workers may elect to have a sign-up on a seniority basis to establish choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.

2. Seniority for shift sign-up shall be as defined in Article 6 or by criteria determined by a simple majority of the group concerned subject to approval by the Employer and the Union. Once established, seniority criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up. For all other purposes of this Agreement, seniority shall be established in Article 6.

3. Part-time regular shift sign-up period shall be for multiples of 2 weeks.

(k) Notice of Relief

1. To provide relief coverage for unscheduled leaves of absence, the Employer will, where practical, request an employee on a 'seniority down' basis to temporarily change his/her shift. Where no employee voluntarily accepts such a shift change, the Employer will direct an employee to change his/her shift on a 'seniority up' basis. When shift employees' scheduled shifts are changed, 2 calendar days' notice will be provided. If less notice is given, up to the first 2 of the changed shifts, occurring consecutively, shall be a 200% of straight time rates as follows:

(i) 48 hours' notice – no penalty;

(ii) 24 hours' notice – 1 shift at 200% of straight time rates;

(iii) Less than 24 hours' notice – 2 shifts at 200% of straight time rates.

2. Shift change incurred by relief employees who are designated as such or shift changes requested by the employee will not be subject to overtime penalties.

12.05 Call Centres

(a) When extra hours which have not previously been scheduled become available, PTR employees will, where practical, be offered these extra hours on a 'seniority down' basis in advance of offering such hours of work to casual employees.

(b) the parties agree that PTRs in Call Centres can work for more than 30 hours per week provided that hours beyond 30 are agreed to by PTRs on a voluntary basis or in the circumstances outlined in Article 1.06(b)(2). PTRs may work up to 37.5

hours per week at straight time rates.

- (c) This Article does not apply to job shares.

ARTICLE 13: STATUTORY HOLIDAYS

13.01

- (a) For the purposes of this Agreement, the following are acknowledged as statutory holidays:

New Year's Day	BC Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays or any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

- (b) Shift workers shall receive an equivalent number of days off in accordance with the conditions set out in Article 12.
- (c) When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on the last working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.
- (d) An employee will receive normal straight-time pay for these days (or any day in lieu thereof granted under Clause (c) above provided that on the working day immediately before and on the working day immediately following the holiday the employee was at work, or on sick leave (excluding an long term disability period), or on annual vacation, or on RWML or on approved leave of absence not exceeding 10 working days.
- (e) Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in (c) above shall be notified by the Employer of such requirement to work not less than 14 days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in (c) above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than 14 days prior thereto, an employee who works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

ARTICLE 14:

VACATIONS AND LEAVES OF ABSENCE

14.01 Vacations

- (a) Vacation periods and leaves of absence shall not conflict with essential departmental requirements.
- (b) Except for 14.17 Bereavement Leave, casual status employees are not entitled to vacation or other paid leaves as hereinafter provided.
- (c) The Employer's 'vacation year' is from January 1 to December 31.

14.02 Year-of-Hire Vacation Entitlement

Employees who join the Company any time within the vacation year shall receive a pro-rated vacation entitlement for the balance of that vacation year.

14.03 Annual Vacation Entitlements

- (a) An employee shall EARN his/her vacation entitlement by the end of the vacation year, although the employee may TAKE his/her vacation anytime during that vacation year. Vacation requests will be approved by the Employer based on operational needs.
 - 1. Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken. If the employee is in a deficit position with respect to vacation taken but not earned, the Employer reserves the right to withhold the amount owing from the employee's final pay.
 - 2. All employees covered by this agreement shall be entitled to receive vacation with pay in accordance with the following:
 - o Every employee is entitled to a minimum of 3 weeks' vacation during the vacation year.
 - o Beginning in the vacation year of the employee's 10th anniversary, the employee's vacation entitlement increases to 4 weeks.
 - o Beginning in the vacation year of the employee's 15th anniversary, the employee's vacation entitlement increases to the maximum annual entitlement of 5 weeks.
 - o Except that employees whose vacation entitlement at date of May 30, 2006 is 5 weeks or more shall be entitled to 6 weeks in the vacation year of their 25th anniversary.
- (b)
 - 1. Part-Time Regular employees shall be entitled to leave of absence without pay in lieu of and in an amount equal to annual vacation entitlement.
 - 2. Annual vacation entitlement anniversary milestones (as set out in Article 14.03(a)(2) for Part-Time Regular employees shall be pro-rated on the basis of time worked according to service.

3. The annual vacation entitlement for Part-Time Regular employees who gain FTR status shall be governed by Articles 14.02 and 14.03 with respect to the taking of paid annual vacation the first year after obtaining FTR status. During the vacation year in which the employee obtains FTR status it is understood that the employee's entitlement as set out in 14.03(b)(1) above shall apply.

14.04 Payment of Vacations

- (a) Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken or, depending upon his/her vacation entitlements, at the rate of 6%, 6.4%, 8%, 10% or 12% of his/her previous year's earnings, whichever is the greater. Adjustments arising out of the percentage application (i.e. "AV Differential" payment) will be made after the employee has completed his/her vacation for the calendar year. Notwithstanding the foregoing, deferred and banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

AV Differential will be calculated per the above and using only regular earnings, time bank usage, and overtime earnings. All other earnings codes will be removed from the calculation.

- (b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
- (c) IPEC employees who transferred to Hydro 1973-10-01 or later and who had been in service with IPEC prior to 1967, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.

- (d) An employee hired in 1972 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date. IPEC employees who transferred to Hydro 1973-10-01 or later and who had been hired by IPEC in 1967 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date.

14.05 Past Service Credits

All employees in or re-entering the Employer's service up to 1971-12-31, who have had previous service with the Employer will receive credit for past service in the determination of vacation entitlement as described in a Letter of Understanding dated 1968-06-25. All employees re-entering the Employer's service on or after 1972-01-01 will receive credit for past service in determining their vacation entitlements after completing one full calendar year after re-entry.

14.06 Broken Vacations

- (a) Vacations may be taken in broken periods but normally at least 2 weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only 1 vacation period shall be selected by seniority until all employees in the

signing group have selected 1 period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

(b) An employee shall sign up for vacation within their regular signing group by seniority except that:

1. An employee who has temporary assignment in an area outside of the employee's regular signing group prior to vacation sign-up and where the employee selection is during the period of such temporary assignment, the employee shall select their vacation periods in order of seniority within the signing group in the area of the temporary assignment.
2. An employee whose vacation period has already been selected and approved within a signing group shall continue to receive their selected vacation period if they are subsequently directed by management to work outside of the signing group.
3. Where the employee has bid into a temporary assignment outside of their signing group or has otherwise voluntarily taken a temporary assignment outside of their signing group, the manager will make reasonable efforts to accommodate the employee's selected vacation period having regard to operational needs.

14.07 Banking Vacations

Employees with 5 or more years of service will be permitted to bank up to 5 days of vacation and take it in the following year or later.

14.08 Sick Leave While on Annual Vacation (Formerly MOU 39)

(a) This article addresses the application of sick leave once an employee has commenced Annual Vacation, as well as the application of sick leave with respect to scheduled RWWL days.

(b) When serious disability or illness, certified by a doctor, occurs after the commencement of Annual Vacation and the Annual Vacation has been scheduled for longer than five days, the annual vacation will be deferred for up to a maximum of 5 days..

It is understood and agreed that such deferral of Annual Vacation for serious disability or illness does not apply in cases where the Annual Vacation has been scheduled for a period of five days or less and the employee has already commenced their vacation.

(c) With regards to the application of sick leave and RWWL days, the Parties agree that the following principles will be applied:

1. When sickness occurs after quitting time of a given working day but before starting time on the immediately following normal working day which is a scheduled RWWL day, such RWWL day will be taken and recorded as such.
2. When a person is off sick on the working day before a scheduled RWWL

day, or sickness occurs during the working day before a scheduled RWML day, and should the sickness continue into or through the scheduled RWML day, the time will be recorded as sick leave and the RWML day shall remain in the employee's Article 11.08(a) time bank and may be rescheduled at a later date.

14.09 Statutory Holidays During Vacations and Leave of Absence

An employee will be granted 1 extra day's vacation with pay for each statutory or company-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding 10 working days.

14.10 Relieving on Higher-Grouped Job

If an employee relieving on a higher-grouped job at the time the employee goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of 20 working days at the relief level. However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, the employee shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

14.11 Proration of Annual Vacation Entitlement

- (a) Absences due to A.V., Time Off Bank, WorkSafeBC, RWML and pregnancy/parental leave will not reduce subsequent vacation entitlements.
- (b) Absences due to sick leave and long term disability: 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.
- (c) Absences other than in (a) and (b) above: where 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.

14.12 Leave of Absence

- (a) Employees who have completed 3 or more years of service with the Employer may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence. Except in emergency situations, the employee is to provide at least 1 month's notice to the Employer of intention to take such leave of absence.
- (b) Employees who have completed 5 or more years of service with the Employer shall receive on request up to 5 scheduled working days a year without pay to be taken in unbroken sequence.
- (c) In addition to the provision of paragraph (b) above, and subject to departmental requirements, employees who have completed 10 or more years of service with the Employer shall receive on request up to 5 extra scheduled working days a year without pay to be taken in unbroken sequence.

(d) Leave of absence with pay shall be granted for the following in accordance with conditions outlined in BC Hydro Corporate Policy Statement 09.4.02 dated 01 June 1993. In the event the Employer modifies this policy, it is agreed that the conditions which apply to COPE 378 affiliated employees will not be diminished during the term of the current Agreement.

1. Canadian Armed Forces (Reserve) Training;
2. Jury Duty/Subpoenaed Witness Duty (except where the employee is involved as a plaintiff or a defendant);
3. Conscription to Fight Forest Fires;
4. Voluntary Rescue and Emergency Work;
5. Leave for Legitimate Personal Reasons;
6. Leave for Municipal Council or School Board Meetings; and
7. Leave for Interprovincial and International Sports Events.

(e) The Employer shall grant, on written request, leave of absence without pay:

1. for Employees to seek election in Municipal, Provincial, or Federal election for a maximum period of 90 days;
2. for Employees elected to a public office for a maximum period of 5 years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

(f) Once an Employee has commenced an approved leave of absence under Article 14.12 through Article 14.19 inclusive, such Employee shall not be called back to work by the Employer, without the consent of the Employee. If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

(g) Upon completion of any leave of absence granted pursuant to this Article, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave provided the job still exists. If the job no longer exists, a regular Employee shall be subject to displacement or layoff in accordance with Article 9.

14.13 Pregnancy Leave

(a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of no less than 17 consecutive weeks in accordance with the Employment Standards Act.

(b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and sent to the Employer's Director of Health and Safety as soon as the condition is known.

(c) Employees will notify the Employer at least 3 weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than 2 weeks prior to the date she originally wished to commence her leave of absence. Absences due to

pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits. The granting of sick leave provisions in such cases must be medically supported and approved by the Employer's Manager of Health Services.

If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using her sick leave entitlement.

There will be no payment of sick leave provisions during the pregnancy leave period.

- (d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the 6 week period following the date of delivery unless the employee requests a shorter period.

- (e) The request to return prior to 6 weeks following the date of delivery must be given in writing to the Employer at least 1 week before the date the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

- (f) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the pregnancy leave.

- (g) When an employee on pregnancy and/or parental leave fails to notify the Employer of her desire to return to work in accordance with (f) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department or;
2. changing the status of the temporary employee who relieved the employee on pregnancy leave.

- (h) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.

- (i) Employees on pregnancy leave are eligible for a "top-up" of their EI (Employment Insurance) benefits payment on the same basis as the top-up policy applicable to EMP employees.

14.14 Post-Pregnancy Leave Bulletining Rights

- (a) A regular employee who terminates by not returning to work, in accordance with Article 14.13, may obtain the right to apply for job bulletins.

- (b) In order to qualify for the right to apply for job bulletins, the employee must advise the Employer of her resignation not later than 12 weeks from the commencement of the leave of absence as per 14.13(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

- (c) The right to apply for job bulletins will be in effect for 2 years from the date the employee is terminated. Seniority will continue to accrue during this period. The

employee must be available to return to work within 30 days of notification of being the successful applicant in a job competition. Otherwise, the supervisor may consider her to have withdrawn from the competition.

14.15 Parental Leave

- (a) Employees who have taken Pregnancy Leave in relation to the birth of the child or children with respect to whom parental leave under this article is requested are entitled, upon request, to unpaid Parental Leave of no less than 35 consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act.
- (b) Employees who have not taken Pregnancy Leave in relation to the birth of the child or children with respect to whom parental leave under this article is requested are entitled, upon request, to unpaid Parental Leave of no less than 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, in accordance with the Employment Standards Act.
- (c) Employees will give the Employer as much notice as possible of the date on which the employee wishes to begin the leave of absence.
- (d) Employees desiring to return to regular employment following parental leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the parental leave.
- (e) When an employee on parental leave fails to notify the Employer of his desire to return to work in accordance with (d) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - 1. promotion of another employee from within the department, or;
 - 2. changing the status of the temporary employee who relieved the employee on paternity leave.
- (f) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on parental leave.

14.16 Adoption Leave

- (a) Employees who have adopted a child are entitled, upon request, to unpaid Parental Leave of no less than 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent, in accordance with the Employment Standards Act. The employee shall furnish proof of the adoption.
- (b) Employees will give the Employer as much notice as possible of the date on which the employee wishes to begin the leave of absence.
- (c) Employees desiring to return to regular employment following adoption leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the adoption leave.
- (d) When an employee on adoption leave fails to notify the Employer of his/her desire to return to work in accordance with (c) above, or when an employee fails to return

to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department or;
2. changing the status of the temporary employee who relieved the employee on adoption leave.

- (e) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on adoption leave.

14.17 Bereavement Leave

Leave of absence with pay not exceeding 3 days shall be granted an employee in the event of a death in the immediate family. Immediate family shall include: spouse, common-law spouse, children or foster children, parents or foster parents, siblings, grandparents, grandchildren, and parents-in-law. Additional leave with pay in excess of 3 days is subject to the approval of the Employee's Manager, such approval shall not be unreasonably denied.

14.18 Family Leave

In accordance with Section 52 of the Employment Standards Act, leave of absence without pay for up to 5 days, which may be taken in broken periods, shall be granted to an employee during each calendar year to meet responsibilities related to the care, health or education of a child in the employee's care; or the care or health of any other member of the employee's immediate family. Immediate family shall be defined as per Article 14.17.

- (a) Any unpaid leave taken on one day will reduce the 5 days available by 1 full day.
- (b) Employees are to give as much notice as possible to allow the Employer to accommodate their absence.
- (c) Additional leave without pay in excess of 5 days is subject to the approval of the Employee's manager. Such approval shall not be unreasonably denied.
- (d) In the event Section 52 of the Employment Standards Act becomes null and void, Article 14.18 will be deemed null and void.

14.19 Elderly Parent Care Leave

In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and after notifying his/her supervisor, the employee will be provided with a one day leave of absence with pay per calendar year.

ARTICLE 15: SICK LEAVE AND LONG TERM DISABILITY (Refer to MOU #39)

Preamble (adapted from former MOU #6 Re. Sick Leave Control)

The Parties have discussed ABSBC's assertion that the sick leave entitlement of employees covered by our Agreement is being abused by some. The Union was asked to consider ways in which it can assist ABSBC in controlling any abuse of sick leave.

The Union's basic position is that employees should be permitted to take sick leave if and when they are suffering from illnesses. The Union would not encourage any action which would persuade employees to come to work when they suffer from illnesses which, for their good and for the good of others working near them, should require them to be absent from work.

However, the Union does not and will not condone the abuse of sick leave by any of its members. To this end the Union has already agreed to certain changes to the Agreement which were requested by ABSBC. In addition the Union would agree that ABSBC should inform employees by means of bulletins of the need for using sick leave only when they are genuinely sick, and further, that a permanent bulletin to this effect could be placed on bulletin boards throughout the ABSBC system. The Union would also undertake to counsel members who apparently are taking above-average absences because of sickness.

The Union commits to work with ABSBC to investigate and identify systemic issues that may cause inappropriate and excessive use of sick leave by some individuals. To that end the Union commits to work with ABSBC and identified individuals to deter abuse of sick leave and bring sick leave usage into line with Company averages.

The Union knows that abuse of sick leave and the taking of sick leave when there is no legitimate illness is contrary to the stated goals of the employer and the philosophy of the Union.

Upon ratification of the agreement the Union will immediately appoint a full-time COPE staff Union Representative to work with ABSBC on this issue that is a paramount concern to the Parties.

15.01 Days and Years

All references to "days" mean "working days", references to "years" mean "calendar years".

15.02 Past Service Credits

- (a) BC Hydro Sick Leave Bank: Employees as at the date of ratification of the Collective Agreement will, effective 1 January 1995, have a non-recurring sick leave bank established according to the following:

Full Sick Leave Entitlement As at	BC Hydro Sick Leave
1 January 1995	Bank In Days

50	1.6
55	5.0

60	8.3
65	11.6
70	15.0
75	18.3
80	21.6
85	25.0
90	28.3
95	31.6
100	35.0

This bank shall be used as a one time supplement to earnings while the employee is in receipt of long term disability benefits, at the employee's request. Payout of banked time will be 5 days per 3 weeks of continued disability.

15.03 Current Sick Leave Allowances

- (a) All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such injury or illness is covered and compensated by Worker's Compensation Board payments. Eligible employees are provided with sick leave at full pay for a total of 105 calendar days off within a continuous 26 week period, after which they qualify for benefits under the long term disability plan. The employee shall report or cause to have reported to his/her supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.
- (b) Full time temporary employees will not be granted paid sick leave during the first 3 months of service, but at the end of 3 continuous months of service will become entitled to sick leave and long term disability benefits as outlined above.
- (c) Vacation relief employees will not be granted paid sick leave during the first 4 months of service, but at the end of 4 continuous months of service will become entitled to sick leave and long term disability benefits as outlined above.
- (d) An employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees attributable to that portion of the settlement or damages representing lost wages, but not more than those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

15.04 Long Term Disability Plan (Refer to MOU #16)

The Employer agrees to pay 100% of the premiums for a long term disability plan. An employee unable to work due to sickness or off-the-job injury will become qualified for benefits following a total of 105 calendar days of absence within a continuous 26 week period, as provided under the plan. Benefits will be payable in the amount of 66 2/3% of the employee's basic earnings rate at onset of disability for a period of time as provided under the plan.

15.05 Long Term Disability Benefits

- (a) Sick Leave Supplement to Long Term Disability Benefits: An employee may use available time in non-recurring sick leave banks as outlined above to supplement long term disability benefits.
- (b) Advance Payments of Long Term Disability Benefits: the Employer will advance Long Term Disability payments equal to 66 2/3% of basic pay on regular pay days during the first month of a claim. These advances shall be refunded to the Employer by the employee:
 - 1. at the conclusion of his/her illness;
 - 2. earlier, at the employee's option; or
 - 3. notwithstanding (1) and (2) above, immediately upon receipt of any lump sum payment from the Employer (e.g. STIP, payout of time banks, last pay) after the advance has occurred.
- (c) Return to Work from Long Term Disability: An employee in receipt of long term disability benefits shall not re-establish eligibility for sick leave until such time as they have returned to their pre-injury or illness hours of work. An employee participating in a rehabilitative or trial return-to-work who is unsuccessful in this effort shall, subject to the terms of the plan, continue to receive long term disability benefits until such time as they are able to return to their pre-injury or illness hours of work.
- (d) The total of the long term disability benefit and the supplement (after taxes) will not exceed the employee's normal net straight-time earnings.

15.06 Workers' Compensation

- (a) In cases where employees are on Worker's Compensation, the Employer will provide a supplement sufficient to give the employees their normal straight-time net income. Neither the time off nor the payment shall be charged to sick leave entitlements.
- (b) During such time that an employee is on Workers' Compensation the employee shall continue to accrue seniority in accordance with Article 6, and shall be entitled to full benefits in accordance with Article 10. Annual Vacation and Reduced Work Week Leave entitlements will not be reduced while an employee is on Workers' Compensation.

15.07 Medical Certificate Requirement

- (a) Medical Examination
 - 1. If an absence due to sickness exceeds 5 working days, a medical certificate may be required by the Employer. Employees involved in frequent short-term absences (more than four during each 1 Jan to 31 Dec period) may be required to undergo a medical examination by their own doctor. The employee shall arrange that his/her doctor furnish a report of the examination results to the Employer.
 - 2. If an absence due to sickness exceeds 30 continuous calendar days, and

failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.

(b) Confidentiality of Medical Information

Any representatives of the Employer or the Union who have access to medical information pertaining to an employee shall maintain that information in strict confidence, unless ordered to divulge any of such information by a court or other legal authority of competent jurisdiction acting properly under the law.

(c) Costs Borne by Employer

All costs for obtaining any medical certificate, examination, or doctor's report under this clause 15.07 shall be borne by the Employer.

15.08 Severance Pay for Health Conditions

Employees with health problems will be considered for severance pay providing the employee is not receiving long term disability benefits.

15.09 Medical and Dental Appointments

(a) Every effort will be made by employees to schedule their appointments on days off, RWVL Days near the end of a working day, or at lunch time to help minimize the operational impact of medical or dental appointments.

(b) Employees who go for their own medical and dental appointments will not have such leave deducted from their sick leave or their pay for periods of 2 hours or less. Appointments beyond 2 hours will result in the excess over 2 hours being deducted from sick leave or from pay (if paid sick leave is exhausted).

(c) Travel time of up to 2 days shall be granted, where required for medical reasons, for travel to remote medical specialists or facilities. Time off for travel shall be treated as leave of absence with pay.

ARTICLE 16:

CLOTHING AND FOOTWEAR ALLOWANCE

16.01 Clothing

The Employer will provide uniforms and other items of clothing, as specified, to employees engaged in the occupations listed below. Where rainwear is specified, cold weather clothing shall be substituted on proof of need.

(a) Meter Reading

1. To any employee engaged up to 50% of the time in reading meters:
 - every 2 years a uniform consisting of a windbreaker, one sweater or sweatshirt, two pairs of trousers, two pairs of walking shorts, three shirts, one summer cap and one winter cap;
 - every 4 years, one leather belt, on request;
 - rainwear on proof of need;
 - on presentation of cash receipt, reimbursement for cleaning and necessary repairs to uniforms;
2. To any employee engaged over 50% of the time in reading meters:

- annually, a uniform consisting of a windbreaker, one sweater or sweatshirt, two pairs of trousers, two pairs of walking shorts, three shirts, one summer cap and one winter cap;
- every 2 years, one leather belt, on request;
- rainwear on proof of need;
- on presentation of cash receipt, reimbursement for cleaning and necessary repairs to uniforms;
- when mutually agreed, meter readers may receive an equivalent monetary allowance to purchase suitable alternative clothing to rainwear.

(b) Senior Mail Clerks

- a uniform consisting of a jacket and two (2) pairs of trousers with replacement on proof of need;
- on presentation of a cash receipt, reimbursement for cleaning and necessary repairs to uniforms.

(c) Mail Clerks

- a smock or apron.

16.02 Property of the Employer

All uniforms are and remain the property of the Employer and shall be returned to the Employer if the employee leaves service, or transfers to an unrelated job.

16.03 Joint Safety Committee Approval

Quality of all clothing supplied by the Employer shall be approved by the Joint Safety Committee acting under Clause 18.03(d) of this Agreement.

16.04 Safety Shoes

When employees are engaged in work situations in which hazards make appropriate the wearing of safety footwear, the Employer will provide and repair appropriate safety footwear on a 50-50 cost sharing basis with each affected employee.

16.05 Footwear

- (a) When a considerable amount of the time worked is spent in walking and the overall care of employee's feet (i.e. health and protection) is the prime consideration, the Employer will provide and repair suitable footwear on a 50-50 cost sharing basis to employees engaged in meter reading and security guards on proof of need.
- (b) The following guidelines shall be considered in determining suitable footwear:
 - 1. Footwear should be made of leather or other equally firm material.
 - 2. The soles and heels of such footwear should be of a material that will not create a danger of slipping.
 - 3. Footwear should be lace-up style and provide adequate ankle support.
 - 4. Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

16.06 Entitlement and Suitability of Footwear

Any question concerning the entitlement to footwear, or its suitability, under this Article shall be referred to the Joint Safety Committee for resolution in accordance with Clause 18.03(d) of this Agreement.

ARTICLE 17: TEA AND COFFEE SERVICE

17.01

The Employer agrees to supply beverages at an economic price at each employee's work place. Two rest breaks not exceeding 15 minutes each, during which work may cease, will be provided to employees who work more than six hours in a day. Employees who work six hours a day or less will be entitled to one 15 minute rest break. Employees are not to leave their immediate work area unless otherwise agreed by the supervisor. Rest breaks cannot be accumulated and taken off at a later date and shall not be scheduled within 45 minutes of a lunch break or the end of a shift, except in exceptional circumstances.

ARTICLE 18: SAFETY REQUIREMENTS

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 reports, 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 ABSBC Heat Stress and Cold Stress plans.
- (d) No employee shall be subject to discipline for refusing work because of unsafe conditions as per the Workers' Compensation Board Health and Safety Regulations.

18.02 Industrial First Aid Requirements and Courses

- (a) Provided that an employee's work location requires a first aid certificate, and provided that the employee is in possession of a relevant and valid first aid certification, then any and all employee(s) at that location will be compensated for their first aid certificate as per the first aid premium rates noted in (e) below.
- (b) Compensation will occur regardless of the numbers of employees who possess the relevant first aid certificate at a particular work location.
- (c) All employees being compensated for their first aid certificate will be expected to perform first aid duties as needed/requested.
- (d) ABSBC will compensate employees for time and/or training fees as it relates to a required regulation and/or an operational need and ABSBC will generally be prepared to pay for the time, and/or fees, and/or related costs for first aid training. However, employees may be expected to pay for the time, and/or fees, and/or related costs of any first aid training in some circumstances. Payment for training fees and/or the time to attend training will not be unreasonably withheld, nor will it necessarily be provided by ABSBC when sufficient first aid coverage already exists in a given location. The ultimate discretion for payment of time and/or fees rests with ABSBC management subject to the basic principles in this paragraph. This does not prohibit employees from obtaining a first aid certificate by paying for any training fees and related costs themselves and doing the training on their own time. Should employees obtain a first aid certificate on their own time and at their personal expense, they will still be compensated as per 18.02(a), 18.02(b), and 18.02(e).

(e) Level of Certificate

Level	Monthly	Bi-Weekly
Level 1	\$0	\$0
Level 1 with Transportation Endorsement	\$25.00	\$11.50
Level 2	\$105.00	\$48.30
Level 2 with Transportation endorsement	\$130.00	\$59.80
Level 3	\$220.00	\$101.20

18.03 Joint Safety Committee

- (a) The Employer and the Union shall have a Joint Safety Committee comprised of 2 Union representatives and 2 management representatives, with each Party selecting its representatives subject to its sole discretion.
- (b) The Joint Safety Committee shall meet as necessary but not less than 3 times each calendar year. The Chairperson for each meeting shall alternate between a representative of the Union and a representative of management. The Chairperson shall have the right to vote on all matters before the Committee.
- (c) The Committee, if it deems it appropriate, shall review and recommend upon all re-issues and revisions of Occupational Safety and health standards which relate to work performed by bargaining unit members.
- (d) A majority decision of the Committee shall be binding upon the parties. When the Committee fails to obtain a majority decision on any question referred to it, the question shall be resolved through the grievance procedure as set out in Article 3 with arbitration if required.

18.04 Health and Safety Training

- (a) The Employer shall ensure that all Employees are provided with adequate health and safety training, direction, and instruction to ensure the safe performance of their duties.
- (b) Each local Occupational Health and Safety Committee shall prepare an annual health and safety program. The program shall include training and education specific to the needs of the Employee group represented by the Committee.

18.05 Safety Equipment and Protective Clothing

- (a) Safety equipment and protective clothing required by the Employer and the Workers' Compensation Board, shall be provided by the Employer at no cost to the Employee. Such items shall be maintained in a state of good repair by the Employer, or otherwise replaced, at the expense of the Employer.
- (b) Safety equipment and protective clothing issued by the Employer to any Employee shall remain the property of the Employer and shall be returned to the Employer upon request or upon termination of the Employee.
- (a) Any dispute concerning safety equipment and protective clothing to be provided or paid for by the Employer shall be subject to resolution in accordance with Clause 18.03(d) above.

18.06 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.

ARTICLE 19:
DISMISSAL

DEVELOPMENT PLANS, PERSONNEL FILES, DISCIPLINE AND

19.01 Performance Assessments and Personal Development Plans (Formerly MOU 11)

The Employer's annual performance and development plans will be used as a means of managing performance expectations and assisting a supervisor in the training and development of COPE 378 members on his/her staff. These plans will not be utilized in any way relative to the conditions and provisions of the Collective Agreement except as provided in the next paragraph.

Performance planning and review is an ongoing process initiated at the beginning of each fiscal year that requires participation by the manager and the employee. The individual portion of incentive pay, if any, will be dependent on the employee's performance plan and achievement of targets.

These forms will be destroyed when replaced by the following year's forms.

19.02 Employee Personnel Files

(a) Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

No letter of reprimand shall be entered in an employee's file without the employee's knowledge.

Letters or details related to complaints, reprimands or discipline involving an employee which are more than 3 years old shall not be considered in any assessment of the employee's record and shall thereafter be removed at the request of the employee from the employee's personnel file, provided there has not been further infraction.

(b) A Letter of Expectation:

1. Is a non-disciplinary measure used by the Employer to communicate workplace expectations to employees. It may be in the form of a written letter or an email.

2. Communicates workplace standards and expectations, and is a management right, as such, a Letter of Expectations will not be grieved.

3. Is not considered discipline.

4. The Employer may refer to one or more Letter(s) of Expectations when administering discipline.

(c) "Further Infraction":

1. Referred to in 19.02(a) is considered a formal disciplinary measure recognized by the Parties including a discipline letter, suspension or termination.
 2. In the context of 19.02(a) applies to related disciplinary matters. Where an employee receives a "further infraction" as described herein, this will have the effect of extending the period (3 years) for the removal of the documentation as it applies to related disciplinary matters.
 3. Letter of Expectations will not be considered further infractions for the purposes of 19.02(a)
- (d) As a summary and for added clarity:
1. Letters of Expectations are not disciplinary;
 2. Letters of Expectations are generally not considered "further infraction" for the purpose of the sunset clause in 19.02;
 3. Further infraction applies to related disciplinary matters.

19.03 Just Cause

The Employer shall not discipline or dismiss an employee bound by this Agreement except for just and reasonable cause including, but not limited to, cases involving non-culpable behaviour. The burden of proof of just cause shall rest with the Employer.

19.04 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.

19.05 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken, and the reasons for this action. The Union office will receive a copy of this written notice.

19.06 Right to Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any discipline or dismissal involving any employee including, without limitation, any such action taken for alleged non-culpable reasons.

19.07 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 19.07 will first obtain approval of their supervisor and such requests will not be unreasonably denied. For further clarity it is understood management shall grant time off with pay for job stewards and employees to interview or be interviewed when investigating complaints, discipline or dismissal.

ARTICLE 20: TRAINING

20.01 Learning Environment

It is the Employer's 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.

20.02 Financial Support for Training

- (a) Employees may apply for financial assistance to undertake a course of training and development. The degree of financial assistance provided by the Employer will depend upon the circumstances involved.
- (b) In general, the Employer will provide for 2 categories of financial aid as follows:
 - 1. Full cost of training borne by the Employer;
 - 2. Partial cost of training borne by the Employer;
- (c) The Employer will be responsible for establishing the category under which application for financial assistance shall be made and will act reasonably in this regard.
- (d) Cases Where Full Cost of Training is Borne by the Employer

The Employer will provide financial support for skills training related to the current job when it is instigated by the line manager.
- (e) Cases Where Partial cost of Training is Borne by the Employer

The Employer may agree to pay partial costs of training (50-100%) in cases where management agrees that additional training would be helpful to the individual's present performance, or desirable in preparation for possible advancement within the employee's particular field of work where it aligns with business requirements and budgetary availability. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Employer's discretion, consideration for assistance may be given only to 1 or more units of a course, and not necessarily to a course in its entirety.
- (f) Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Company or where the training is outside of the Employer's business.

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) The selection of employees for job rotation will be the responsibility of Business Unit Manager, but 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:
 - 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.

ARTICLE 21: EMPLOYMENT INSURANCE

21.01

Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for employees who would be eligible for such coverage under the provisions of the *Employment Insurance Act*.

**ARTICLE 22: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
PENSION PLAN**

22.01

The annual report of the Auditor, the annual report of the Superannuation Commissioner and the triennial report of the Actuary under the Accenture Business Services of British Columbia Limited Partnership Pension Plan shall be forwarded to the Union as soon as possible after they are received by Accenture Business Services of British Columbia Limited Partnership.

22.02

No plan amendments will be made to the Accenture Business Services of British Columbia Limited Partnership Pension Plan until the Union has been consulted by Accenture Business Services of British Columbia Limited Partnership and has been given a period of 4 weeks to make representations to Accenture Business Services of British Columbia Limited Partnership.

**ARTICLE 23: NOTICE OF TRANSFER OR OTHER DISPOSAL OF
 OPERATIONS**

23.01 Notice of Transfer or Other Disposal

The Employer agrees to give the Union as much advance notice as legally possible with respect to any sale, merger, lease, transfer, assignment, receivership, bankruptcy proceedings or other disposal of the Employer's operation, in whole or in part, which affects any employee in the bargaining unit.

23.02 Notice of Existence of Agreement

The Employer shall give advance notice of the existence of this Agreement to any other party involved in any disposal of the Employer's operation, in whole or in part, in any manner referred to in this article.

23.03 Right to Refuse Transfer

Employees who are impacted by any transfer or other disposal by the Employer of its operation, or any part thereof, in any manner referred to in this Article may elect not to transfer and shall be treated in accordance with Article 9 (Displacement, Layoff, and Recall).

23.04 Meeting to Review Impact

At the request of the Union, the Employer shall meet with the Union within 7 calendar days of the date of such request to review the effects of the intended disposal.

ARTICLE 24: CONTRACTING OUT

24.01

A regular employee of ABSBC shall not be laid off as a direct result of the Employer contracting out work presently performed by the employee unless the employee is given the following options:

- To exercise his or her bumping rights;
- To accept a placement opportunity; and
- To accept training.

and declines all three. The Employer will provide the three options concurrently to the extent that such options exist or are available to the employee.

Salary treatment under this article shall be in accordance with Article 9.16.

ARTICLE 25: CHILD CARE REIMBURSEMENT

25.01

Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to \$25 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this Article.

ARTICLE 26: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

(Also refer to MOU #31, MOU #74, and Art. 3.15)

26.01

The Employer agrees to continue ABSBC's Employee and Family Assistance Program (EFAP) which is available to employees, their spouses, and dependent family members. The program offers professional and confidential assistance and support through problem identification, assessment, referral and treatment.

26.02

This Employer-funded, confidential, assessment/referral service will be monitored by a Joint EFAP Committee who shall be responsible for making recommendations on how to improve the operation of the Employee and Family Assistance Program. The Joint EFAP Committee shall consist of one representative from the Employer and the Union with each Party selecting its representatives subject to its sole discretion. It is understood that other employee groups may provide representation on the committee.

26.03

The Employer will consult with the Committee regarding the selection of local providers of EFAP services. The Employer will not select local providers to which the Committee has reasonable objections.

ARTICLE 27: HARASSMENT-FREE WORKPLACE

27.01 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 Company 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.

27.02 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.

27.03 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,
 - 1. sexual assault, or physical assault with a sexual component.
 - 2. propositions in exchange for workplace favours.
 - 3. derogatory or degrading remarks of a sexual nature or regarding gender.
 - 4. 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.
 - 5. unwelcome sexual flirtations, advances or propositions, sexually suggestive or obscene comments or gestures, leering.
 - 6. other like behaviour.
- (b) 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.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (d) 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:

1. physical threat, assault or unwelcome physical contact such as touching, patting, pinching or punching;
 2. verbal abuse or threats of physical abuse;
 3. comments which demean, belittle, or cause personal humiliation or embarrassment;
 4. improper use of power and authority inherent in the position held, including intimidation, threats, blackmail or coercion.
- (e) Harassment does not include the legitimate exercise of an individual's supervisory power or authority.

27.04 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.
- (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.

27.05 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 27.05(a) and (b), then the following shall apply:

1. 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
 2. the party who receives the complaint shall, in a timely manner, notify the other party that a complaint has been received; and
 3. 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:
1. the nature of the complaint;
 2. the name of the alleged complainant(s) and victim(s), if any;
 3. the name of the alleged offender(s), if any;
 4. the name(s) of individual(s) interviewed and an account of the evidence provided by such individual(s);
 5. the conclusions of the parties; and
 6. suggested recommendations.
- (f) The recommendations referred to in 27.05(e)6 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 Company and the Union will each receive a copy of the final investigation summary report.
- (i) Upon the conclusion of the investigation, the Company 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
1. that the investigation has been concluded;
 2. whether or not the complaint has merit; and

3. 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 Company 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.

(l) 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.

ARTICLE 28: DURATION, AGREEMENT AND MEMORANDA OF UNDERSTANDING

28.01

(a) Duration

This Agreement shall be binding and remain in full force for the period from and including September 1, 2013 to and including August 31, 2015

(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 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 legal lockout, as the case may be.

(d) Exclusion of Operations: 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.

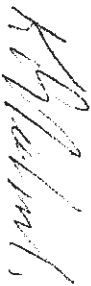
(e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

(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.

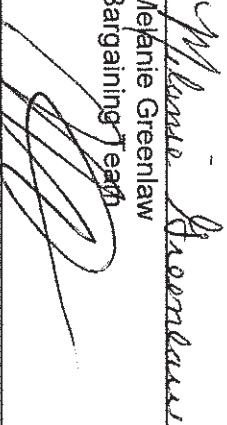
IN WITNESS WHEREOF the Union and the Employer have caused this agreement to be executed in their names by their duly authorized representative(s) this 23 day of April 2014.

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**


Gwenne Farrell
Vice President


Karen Rockwell
Representative

Nancy Devries
Bargaining Team


Melanie Greenlaw
Bargaining Team

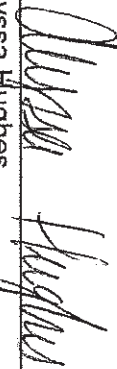

Mike Movak
Bargaining Team


Jane Tighe
Bargaining Team

**ACCENTURE BUSINESS SERVICES OF
BRITISH COLUMBIA LIMITED
PARTNERSHIP**


Samantha Kanold
Senior Executive


Pierre Choquette
National Lead, ER and LR


Alyssa Hughes
Accenture Operations LR Lead

APPENDIX A:
ABSBC/COPE378 Job Evaluation Plan

Benchmark Jobs and Group Level					
Job Code	Job Title	Job Group	Job Code	Job Title	Job Group
AAAAA52	Administrative Clerk 1	5	AAAAA18	Key Account Rep 1	7
AAAAA08	Administrative Clerk 2	5	AAAAA32	Legal Services Clerk	6
AAAAA47	Analyst Accountant	10	AAAAA23	Legal Services Secretary	5
AAAAA38	Apparatus Technician 1	8	AAAAA07	Mailing Services Clerk	4
AAAAA42	Area Office Administrator	8	AAAAA25	Marketing Operations Specialist 3	9
AAAAA33	Area/Program Environmental Biologist 1	9	AAAAA13	Material Planner	8
AAAAA20	Buyer 2	8	AAAAA44	Office Administration Assistant	5
AAAAA53	Civil Engineering Technologist 3	11	AAAAA43	Office Administrator	6
AAAAA15	Computer Network Specialist 4	13	AAAAA48	Operations Maintenance Coordinator	8
AAAAA01	Computer Operator 1	5	AAAAA02	PC and LAN Specialist 1	8
AAAAA34	Construction Officer 3	11	AAAAA45	Plan Chemist	14
AAAAA35	Construction Officer 4	13	AAAAA10	Programmer Analyst 1	8
AAAAA12	Contracts Clerk 4	6	AAAAA14	Programmer Analyst 3	11
AAAAA46	Coordinator Occupational Safety and Health	10	AAAAA16	Programmer Analyst Leader	11
AAAAA04	Corp. Services Support Clerk	6	AAAAA06	Property Assistant	5
AAAAA37	Customer Service Account Representative 7	7	AAAAA05	Public Affairs Officer	10
AAAAA55	Customer Service Collection Representative 6	7	AAAAA27	Purchasing Support Clerk 2	6
AAAAA09	Database Analyst 1	9	AAAAA19	Rates Research Analyst	9
AAAAA03	Deduction Accounting Clerk 2	5	AAAAA24	Senior Corporate Treasury Analyst	13
AAAAA21	Divisional Financial Support Administrator	7	AAAAA31	Service and Design Rep 10	11
AAAAA51	Drafter 2	6	AAAAA29	Service and Design Rep 7	8
AAAAA11	Drawing Records Clerk 2	4	AAAAA28	Service and Design Rep 8	8
AAAAA39	Engineering Technologist 2	9	AAAAA40	T&D Line Department Rep	6
AAAAA22	Environmental Technician Specialist 4	12	AAAAA36	Tour Guide 1	4
AAAAA26	Financial Analyst	10	AAAAA49	Transmission Maintenance Technologist	10
AAAAA50	GIS Operator 1	5	AAAAA30	Vegetation and Pole Maintenance Inspector	8
AAAAA41	Inspector 1	7			

MEMORANDA OF UNDERSTANDING SECTION

As per 28.01 (e):

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

MEMORANDUM OF UNDERSTANDING #1
RE: TEMPWORKS AND EXTERNAL PERSONNEL AGENCY CONTRACTORS

The Parties recognize that:

1. Tempworks is an operation of ABSBC which establishes and administers a group of bargaining unit employees used to meet emergent staffing needs of both ABSBC and its clients; and
2. From time to time, where Tempworks employees capable of performing the work are not readily available, Tempworks may need to overcome short-term operational or personnel difficulties through the use of external personnel agency staff.

The Parties therefore agree as follows:

3. Where there is no employee who is a Union member available to perform the work, ABSBC may utilize staff from an external personnel agency to perform bargaining unit work.
4. ABSBC will make arrangements to pay any external agency staff assigned to Tempworks at the applicable Collective Agreement salary scale pay rate starting from the first day of their assignment with Tempworks.
5. When an external agency staffing assignment is not into an exempt position, ABSBC will pay the equivalent of union dues to the Union in each instance where external agency staff are assigned to Tempworks calculated from commencement of the assignment until either:
 - a. the external agency staff becomes a dues paying member of the Union; or
 - b. the external agency staff member's assignment with Tempworks ceases,whichever comes first.
6. Tempworks' use of external agency staff will cease after three (3) consecutive months of assignment to Tempworks. At that time and at the sole discretion of ABSBC, the individual's assignment to Tempworks will cease or the individual will be offered employment with ABSBC.
7. At the request of either party, a meeting will be held between senior Union representatives and senior Company representatives, or their designates, to review ABSBC's utilization of external agency staff.
8. This Memorandum of Understanding will take effect on the date of signing and its expiry will be aligned with the expiry of the Collective Agreement between the Parties unless renewed during negotiations.

Date: June 18, 2013

Brad Bastien (for COPE 378)

Pierre Choquette (for ABSBC)

MEMORANDUM OF UNDERSTANDING #8
RE: USE OF ABSBC COMMUNICATIONS AND INFORMATION TECHNOLOGY
SYSTEMS BY THE UNION

- (1) The Employer will provide OCS mailing service to the Union office located at 2nd Floor, 4595 Canada Way, Burnaby BC, V5G 4L9. This service shall be rendered at a cost to be determined by ABSBC on an annual basis and shall be include drop-off and pick-up of mail once daily on normal working days.
- (2) The Employer will permit the use of its communications and information technology systems, including fax machines and e-mail network, for correspondence between the Union office, officers, councilors, job stewards and other properly qualified representatives of the Union for the purpose of carrying out Union business related specifically and exclusively to ABSBC. Company communications and information technology systems shall not be used for mass distribution of Union bulletins or for corresponding on matters unrelated to ABSBC business, such as discussion of internal Union affairs and discussion of external and internal political issues.
- (3) The Employer will provide standard remote access to the Employer's Intranet system to Union business representatives who are assigned to the bargaining unit with the Union to bear all costs associated with access.
- (4) Employees, other than officers, councilors, job stewards, and other properly qualified representatives of the Union, will not generally be permitted to use ABSBC communications and information technology systems for corresponding with Union office representatives on labour relations issues.
- (5) Any use of ABSBC communications and information technology systems is subject to all applicable company policies, including those pertaining to use of such systems.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #16
RE: LONG TERM DISABILITY CLAIMS PROCESS

(Refer to Article 15.04 and 15.05)

1. In the course of the 1993 Collective Agreement negotiations, the Union requested that the Employer establish a cooperative process for claims management when COPE 378 members are experiencing unusual difficulties with their long term disability claims. For clarification, the following outlines the normal process for claims management:
 - (a) Personnel provides the employee with claim forms and related claim filing information.
 - (b) The employee obtains required medical information and completes his/her portion of the form and has their doctor forward the claim to ABSBC's Medical Doctor who in turn forwards forms to Benefits Section.
 - (c) Benefits Section conducts an administrative review to ensure necessary forms and information are provided before forwarding material to insurance company.
 - (d) They adjudication process takes various steps from immediate acceptance (payment) of claims to varying follow-up procedures to ensure all objective medical information is on hand.
 - (e) Follow-up procedures are coordinated between Benefits Section, Personnel, and the employee.
2. To assist the COPE 378 in serving its members, Benefits Section will provide the following:
 - (a) Information where a claim has been denied, or where the insurance company identifies that available objective information does not support continuation of a claim. Where the insurance company sees such events occurring, ABSBC will request that they establish standards to ensure the provision of as much advance notice as possible. Where additional information is required, Benefits Section will coordinate discussion with the insurance company.
 - (b) In some situations benefits are temporarily suspended or delayed pending receipt of information. Most of these situations are resolved through routine communications (e.g. the employee has not responded to an information request or returned the required forms; the employee's doctor has not provided requested forms; administrative delays have occurred). When a serious claim management concern occurs, beyond the type outlined above, ABSBC will inform the Union of such.
 - (c) When the insurance company identifies a positive rehabilitation opportunity that addresses a difficult return to work situation, Benefits Section will advise the COPE 378 and coordinate through Personnel relevant information related to the return to work. Where value would be added a meeting will be arranged with Personnel, Benefits, the COPE 378, and the insurance company to ensure all problem solving opportunities have been addresses.

3. The above captures the commitment BC Hydro provided to the Union in its letter dated 3 March 1993.

4. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

5. 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.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #18
RE: USE OF NON-BARGAINING UNIT CONSULTANTS

The Employer will review on an annual basis in September its use of consultants performing work that could otherwise be performed by employees in the COPE 378 bargaining unit. The information collected will be provided to the Union and will contain detail regarding the nature of frequency of the work performed, start date and expected retention date, and whether the work performed could otherwise be performed by employees in the COPE 378 bargaining unit.

The first such report is due in September 2005, and thereafter in September of each year. Subsequent reports will detail only new consultants or new contracts not subject to the previous review. It is understood the Union is not precluded from requesting a further review of the consultant previously reported on from raising a concern with respect to any consultant at any time.

The Union will first make inquiry to the Employer(s) regarding concerns with any consultant reported. Any disputes not resolved in these discussions regarding work within the scope of the Union's certification may then be referred directly to Stage III of the grievance process.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #28
RE: JOB SHARING

Definition

Job sharing is defined as dividing all the functions of one Full-Time Regular position between two regular employees (including previous regular employees with post-maternity bulletining rights), each of whom works part-time in a manner that provides full-time coverage for the position. The supervisor is responsible for communicating the requirements of the job to both employees.

(1) Procedure

- (a) Regular employees wanting to job share may request the supervisor to consider the proposal for a job sharing arrangement. One of the regular employees must be the incumbent in the position and the other regular employee must enter the position by virtue of either a lateral transfer or a voluntary demotion. (Notwithstanding this, an employee can receive a promotion into a job sharing arrangement if they bid on a bulletined job share position as contemplated in point (b) below.) In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:

- (1) which functions will be shared and which functions will be performed by only one partner;
 - (2) how work load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed;
 - (3) preferred work schedule of each partner, preferred start date; and
 - (4) other information required by the supervisor or by the job itself.
- (b) If the incumbent in the Full-Time Regular position has been unable to attract a suitable partner, the Employer will assist the employee in the search for a suitable partner by advertising the opportunity company-wide; with specific reference to eligibility limited to regular employees (including previous regular employees with post-maternity bulletining rights). Selections for job sharing will be made on the basis of Article 7.09 (e).
 - (c) Proposed job sharing arrangements will be discussed with the appropriate Manager and for each job sharing arrangement there must be a written understanding signed by each employee participating and the employee's Manager, with a copy to the Union.
- All requests for job share arrangements will be subject to operational and departmental requirements.
- (d) Employees entering into job share arrangements will not be eligible for travel allowances or moving expenses at the commencement of a job share.

(2) Job Sharing Conditions

- (a) Full-Time Regular employees who enter a job sharing arrangement change their status to Part-Time Regular.
- (b) Notwithstanding Article 1.06(b)2, employees may be requested to relieve for each other at straight-time rates unless the hours of work of the relieving employee exceed 7.5 hours per day or 37.5 hours per week.
- (c) Article 14.03(b)1 will apply to employees in a job sharing arrangement.
- (d) Employees in a job share arrangement may elect to attend meetings such as Departmental Meetings, Training Courses, Joint Union/Management Committee Meetings, etc., without such hours being included in the total hours of the two job share partners. Such time will be considered time worked, however will not trigger the overtime provisions unless the hours of the individual exceed 7.5 per day or 37.5 in the week. Under these circumstances, employees will be paid a minimum of 2 hours at straight time.
- (e) Multiple job share partners working in a department may elect to work additional hours to their normal job share scheduled, in order to cover off an absence from work of another job share employee. Such hours must be approved by the Department Manager and must not, when totaled with all other job share hours in the department, exceed the total number of job share hours allotted to job share arrangements working in that department. The only exception to this will be when the total number of job share hours has been increased as a result of (1) above.

(3) Termination of the Job Sharing Arrangement

- (a) If the job sharing arrangement is terminated by the Employer, 30 days written notice must be given to the affected employees with a copy to the Union.
- (b) Should the job sharing arrangement be terminated by the Employer, the job sharing partner who originally held the position will again assume that position. The provisions of Article 9 will apply to the other incumbent.

If the original incumbent declines the full-time regular position, then the remaining partner will be offered the job and the provisions of Article 9 will apply to the original incumbent. If the remaining partner declines, the position will be bulletined and the provisions of Article 9 will apply to this remaining partner.
- (c) In the event a job share becomes displaced, the remaining partner can either assume the role as a PTR or elect Article 9.
- (d) An employee may only vacate the job share due to transfer or termination. In this event, the other employee will assume the position on a full time basis, and may elect to initiate a new job share partnership starting as per 1 above. The Union will be notified by the Employer upon the termination of a job share arrangement.

- (4) This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

JOB SHARING

This document serves to record the specific terms and conditions which will be applicable to the following job sharing arrangement.

JOB TITLE:

WORK LOCATION:

NAMES:

(Original holder of job)

Please Print

Specifics of Hours & Days to be Worked:

Name:

(Job Share Partner)

Please Print

Specifics of Hours & Days to be Worked:

Name:

The Job Sharing arrangement will commence on:

It is understood and agreed that the method of termination and other terms and conditions of this Job Sharing arrangement are as detailed in MOU #28 of the ABSBC/COPE 378 Collective Agreement.

Any changes to this agreement will be signed off by both employees and approved by the manager.

EMPLOYEE:

(Signature)

(Signature)

DATE:

APPROVING
SUPERVISOR:

(Name)

(Signature)

DATE:

cc: Human Resources
COPE Local 378

MEMORANDUM OF UNDERSTANDING #35
RE: PARTICIPATION BY EMPLOYEES IN JOB SELECTION

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 a 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 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.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #50
RE: PAYOUT OF TIME OFF BANK UPON CHANGE OF STATUS FROM/TO FTR
TO/FROM PTR

The Union and the Employer (hereinafter referred to as the "Parties") hereby agree to the full and final settlement of the Payout of Time Off Bank When Changing Employee Status from FTR to PTR Grievance (Union #97.0054/BCH #48/96) upon the following terms and conditions:

- (1) An employee who changes status from FTR to PTR or vice versa will maintain their time off bank accumulated under Article 11.08(a). This time off bank does not include current year Annual Vacation.
- (2) Changing Status from FTR to PTR.

PTR employees are automatically paid a bi-weekly percentage for AV, RWWL and statutory Holidays as outlined in Article 1.06(b) 7 & 8. This percentage payment will be applied to time scheduled off as a PTR. It is understood that when changing status from FTR to PTR, Pay Department will make a one time adjustment to the number of days in the employee's time off bank earned as a FTR such that when a day is taken from the time off bank as a PTR and the bi-weekly percentage is applied, the amount paid out as a PTR equates that which was earned as an FTR.

The benefit calculation formula used in determining the appropriate bi-weekly percentage is: $\{(AV\% + 4.4\%) \times 1.07\} + 7\%$ where the AV% is based on the employee's years of service, 4.4% is the percentage for statutory holidays, and 7% is the percentage for RWWL days. Because AV and Statutory holiday pay form part of the gross bi-weekly earnings as per Article 1.06(b)(8), these amounts are multiplied by 1.07 to ensure RWWL is paid on earned AV and Statutory holiday pay.

For example, an employee with 5 years of service will have a bi-weekly percentage of 18.13% applied to their pay upon changing status to PTR. If such employee had 20 days in their time off bank, upon change of status to PTR, their time off bank will be adjusted to 16.93 days (20 days divided by 1.1813). This adjustment will keep the employee whole as the employee's bi-weekly percentage will automatically be applied back to their pay when the employee utilizes time from their time off bank.
- (3) Changing Status from PTR to FTR

When changing status from PTR to FTR, the employee's time off bank will be increased by the amount of the employees' applicable bi-weekly percentage.
- (4) Any request by an employee to have their time off bank paid out in cash will be made as per Article 11.08(c).
- (5) This agreement also applies to an employee who changes status from FTT to PTR. The provisions of point #2 above will apply in this case.

- (6) This agreement does not apply to an employee who changes status to or from that of a Casual. It is understood that for an employee who changes status from FTR, PTR or FTT to that of a Casual, that the employee's time off bank will be paid out in full. Similarly, should a Casual employee accumulate a time off bank and then change status to FTR, PTR or FTT, their time off bank will be paid out in full.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

**MEMORANDUM OF UNDERSTANDING #53
RE: SELF-FUNDED SABBATICAL LEAVE**

The Parties agreed to provide regular COPE members the opportunity to participate in a self-funded sabbatical leave program. The details of the program are the same as what is offered to Management and Professional staff at BC Hydro and will be provided to an employee upon their request.

Subject to the application of Article 9, at the end of the leave the employee will return to the regular position they held immediately prior to their departure. In the event that an employee on leave pursuant to this memorandum would have been displaced 'but for' the leave, the employee will be subject to Article 9 but will not receive their Article 9 options until their return to work date, unless otherwise agreed to by the Parties. The employee is to contact the Employer at least 14 days in advance of their return to work date to confirm their return to work.

The program that is in effect for Management and Professional staff on the date of ratification of the Agreement shall remain in effect for COPE affiliated employees for the term of this Agreement.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #58
RE: POSITIONS EXCLUDED FROM THE BARGAINING UNIT

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 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) 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.
- (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.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #66
RE: CALL MONITORING FOR CALL CENTRES

The purpose of call centre monitoring is to ensure consistency among Call Centres and Agents, in terms of the correct dissemination of information, the application of established policies and procedures and the delivery of service to our customers.

Business calls may be randomly monitored and recorded from a remote location, a local observation point or by means of a recording devise. ABSBC agrees to provide the Union and employees with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Company further agrees to advise the Union and employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

In situations where the existence of employee performance difficulties is evident, such that more frequent monitoring is required, the employee and the Union will be advised. For the purposes of performance difficulties the Quality Listeners shall only be workleaders or management personnel. The Employer agrees not to compel any employee in the Bargaining Unit to testify before either an arbitrator or the Labour Relations Board of BC or any of its successors.

Monitoring and work-related statistics will be used to

- Provide the Company with information needed to determine the level of service to customers and to establish staff requirements
- Enhance the ability of managers, workleaders and Call Centre Agents to work cooperatively in providing high quality work; and
- Complement employee training and development

Business lines in the Call Centres will be equipped to enable quality monitoring of calls related to the ABSBC's business. Any and all private calls will be deleted. To ensure employee privacy, dedicated phones with unmonitored access have been provided for personal use. Personal calls made from these facilities will not be monitored.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #74
RE: ACCENTURE BUSINESS SERVICES EMPLOYEE AND FAMILY ASSISTANCE
PROGRAM

The Employee and Family Assistance Program (EFAP) offers confidential professional assistance to employees and family members with personal problems. In order to strengthen the reliance employees and the Employer can place on this program, Accenture Business Services and COPE 378 agree upon the following principles, which will serve as guidelines for the program:

(1) Confidentiality of EFAP Services

Optum Health Services Canada (Optum) an outside agency, provides EFAP services to Accenture Business Services. The confidentiality of all transactions and the identity of all persons using the EFAP will be maintained by Optum unless otherwise required by law or point 5 below.

(2) Self-Referrals

Where an employee or family member on his/her own contact the EFAP, complete confidentiality and anonymity is retained. Neither the Employer nor the Union will have knowledge of the fact that the employee has made the contact.

(3) Recommended Referrals

Upon the recommendation of Employee Relations and/or Human Resource, the Employer may make a written recommendation that an employee avail themselves of the EFAP where the manager has a compelling reason to believe that the employee's work performance is adversely impacted by a personal problem. This recommendation will be clearly communicated as an offer of help to the employee and not as an act of discipline. It will be in the form of a stand-alone letter of which the Union will be provided a copy.

(4) Formal Referral for Addiction Illnesses

Upon the recommendation of Employee Relations, the Employer may make a formal referral to specifically request assessment by a qualified addiction specialist (MD) if there are compelling reasons to believe that an employee may have an alcohol or chemical dependency illness. This may be coordinated through Optum. Where coordinated through Optum, point 5 below will apply. Employee Relations and a Union Representative will be involved in such cases.

(5) Monitored Referral Procedures

Upon the recommendation of Employee Relations, Optum will accept a monitored referral by the Employer for addiction illnesses, and other serious situations, that will allow Optum to provide specific feedback to the designated representatives of Accenture Business Services provided there is written consent by the employee. Prior to any information being sent, the employee must sign a release of information form, giving Optum permission to release the information. Employee Relations and a Union Representative will be involved in such cases.

The specifically consented feedback information would be restricted to the following:

- (a) Confirmation that the first appointment was scheduled.

- (b) Confirmation that the first appointment was attended.
 - (c) Confirmation of continuance of treatment
 - (d) Confirmation of completion of treatment
 - (6) Reference to EFAP in Arbitrations
- Reference to EFAP in Arbitrations will be handled in accordance with Article 3.15.

This document may be amended by mutual agreement of the Parties.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

**MEMORANDUM OF UNDERSTANDING #75
RE: BARGAINING UNIT EMPLOYEES WORKING ON ACCENTURE PROJECTS**

WHEREAS the Employer desires to contract with its parent Accenture to perform certain work associated with various Accenture projects; and

WHEREAS the Union acknowledges the benefit to its members of the Employer performing such work.

Therefore, the Parties agree as follows:

- (1) ABSBC employees required to work on Accenture project will continue to be governed by the terms and conditions of the ABSBC/COPE Collective Agreement.
- (2) The work such employees are required to perform may be directed by Accenture employees.
- (3) The Union agrees not to file any common Employer or true Employer application respecting such business arrangements between Accenture and ABSBC and the performance of work by ABSBC employees in connection with such work.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

MEMORANDUM OF UNDERSTANDING #76
RE: TEMPORARY WORK OPPORTUNITIES WITH ACCENTURE

Whereas ABSBC wishes to enable its employees to take advantage of career and learning opportunities through its parent Accenture; and,

Whereas the Union wishes to allow such employees to take advantage of such opportunities while maintaining their rights under the Collective Agreement.

Therefore, the parties agree as follows:

- (1) ABSBC employees will be entitled to apply for certain temporary work opportunities with Accenture. Such work opportunities must be approved by ABSBC in its sole discretion.
- (2) ABSBC employees accepting such work opportunities with Accenture will be temporarily transferred outside of the bargaining unit and placed upon a leave of absence.
- (3) The terms and conditions of employment will be established between Accenture and the employee, including wages and benefits which will be paid by Accenture. Membership in the ABSBC pension plan will be maintained for the term of the temporary assignment. As per the terms of the pension plan, if the employee returns to active employment at ABSBC within 5 years, he/she will be given the opportunity to make up missed pension contributions to have that period of service recognized as credited service.
- (4) An employee accepting such temporary position with Accenture shall retain the right to return to his/her former position with ABSBC and the end of the temporary work opportunity.
- (5) An employee returning to the bargaining unit from the temporary position with Accenture shall retain his/her seniority and accredited service and shall, in addition, have the time worked outside of the bargaining unit counted for accredited service purposes.
- (6) Discipline imposed on an employee while occupying a temporary position with Accenture is not grievable under the Collective Agreement. However, if discipline stemming from the subject incident is subsequently imposed by ABSBC, the Union can grieve under the Collective Agreement and *BC Labour Relations Code*.
- (7) Should ABSBC decide to terminate an employee occupying a temporary position with Accenture for cause, it shall first return the employee to his/her former bargaining unit position. In such situations, the Parties agree to consider severance in appropriate circumstances.
- (8) An employee occupying a temporary position with Accenture shall retain the right to apply for a posting or vacancy under the Collective Agreement. If the employee is successful, ABSBC reserves the right to defer the appointment until the conclusion of the temporary assignment.
- (9) ABSBC will continue to collect dues from the employee and remit to the Union per the Collective Agreement.

(10) The Union agrees not to file any common Employer or true Employer application respecting such business arrangements between Accenture and ABSBC and the performance of work by ABSBC employees in connection with such work.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

**MEMORANDUM OF UNDERSTANDING #77
RE: 6 SHIFTS A WEEK IN THE CALL CENTRES**

The Parties agree as follows:

- (1) Employees in Call Centres will not be scheduled to work 6 days in a week;
- (2) If a 6th day in a week is worked, the Employer will pay OT for that shift;
- (3) Employees who elect to swap shifts, and as a result work more than 5 days, are not entitled to OT pay for the extra day(s) that occur as a result of the swapping;
- (4) The Employer will pay overtime in those situations where a RWWL day is included in a weekly schedule and forms 6 scheduled days in a week.

This Memorandum of Understanding will take effect immediately and will be reviewed by mutual agreement of the Parties.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

**MEMORANDUM OF UNDERSTANDING #78
RE: REST BREAKS AND UNPAID MEAL BREAKS FOR PART-TIME AND CASUAL
CALL CENTRE EMPLOYEES**

Notwithstanding Article 12.04(g) and Article 17 of the COPE 378/Accenture Business Services of BC Collective Agreement, the Parties agree on the following rest breaks and unpaid meal breaks for part-time and casual call-centre employees. Shift schedules are inclusive of all paid and unpaid breaks.

- Employees working shifts up to and including five (5.0) hours will be entitled to one (1) 15 minutes rest break only.
- Employees working shifts ranging from five and one half (5.5) up to and including six (6.0) hours will be entitled to one (1) ½ hour unpaid meal break plus one (1) 15 minute rest break only.
- Employees working shifts in excess of six (6.0) up to and including eight (8.0) hours will be entitled to one (1) ½ hour unpaid meal break plus two (2) 15 minute rest breaks only.

Rest breaks cannot be accumulated and taken off at a later date and shall not be scheduled within 45 minutes of a meal break or the end of a shift, except in exceptional circumstances.

This Memorandum of Understanding will take effect on February 23, 2004 and will be reviewed by mutual agreement of the Parties.

Renewed and signed this 4th day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Karen Rockwell

**MEMORANDUM OF AGREEMENT (Ratified by the Parties on April 4, 2014 for the
extension of the Collective Agreement to expire on August 31, 2015)**

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" or "the Union")

And: Accenture Business Services of British Columbia Limited
Partnership
(herein after referred to as "ABSBC", "the Company" or "the Employer")

Respecting : A Tentative Memorandum of Agreement Reached Between the Parties (Regarding Bargaining 2013-2014)

Preamble

This proposal is made by ABSBC in support of a culture change initiative entitled "Our Vision 2016".

To successfully realize Our Vision 2016 strategy, we must move from great to greater than. That means we must all play an active role in evolving our culture to the highest levels of customer excellence, productivity, engagement and innovation. Achieving these outcomes will ensure our cost competitiveness and high quality services in the long-term. This will position Accenture as the preferred choice for BC Hydro when they select their services partner in 2016.

Hence, the Parties have met in good faith

- a. to discuss, correct and finalize the Collective Agreement ratified January 13, 2012;
- b. to negotiate and agree to the one year extension of that Collective Agreement;
- c. to support Our Vision 2016;
- d. to negotiate and agree to a Voluntary Retirement Plan for a specific group of employees.

Whereas the Parties have reached a tentative agreement on all matters referred to (a), (b), (c) and (d) above.

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

The Parties therefore agree as follows:

2. The attached terms and conditions form the MOA, subject to ratification by the Parties' respective principals.
3. 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.
4. The Parties will communicate to each other the results of the ratification by March 31, 2014 subject to 2 above.

5. Unless specifically stated otherwise, all items contained in this MOA will become effective on the date of ratification.
6. All items discussed by the Parties during the negotiations of the Collective Agreement not addressed herein and/or attached will be considered withdrawn.
7. This MOA is presented and tabled in good faith and without prejudice to the Parties' positions on items not tentatively agreed to as of the date of signing. If this MOA is not signed by the Parties by noon of March 21, 2014, it shall be deemed withdrawn without prejudice.
8. The Parties will meet within 60 days after ratification to finalize housekeeping language.

The Collective Agreement:

9. The Parties agree to renew the Collective Agreement (currently effective from April 1, 2009 to August 31, 2013), 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 discussed on June 11, 2013.
 - b. Include the new Memorandum of Understanding # 1 re. Tempworks and External Personnel Agency Contractors signed June 18, 2013.
 - c. Update and amend Article 1.01 to reflect that Application Outsourcing and Infrastructure Outsourcing (IT) work is no longer under the scope of the collective agreement, and apply all amendments to the collective agreement consequential to that change.
 - d. Amend Article 4.04 (b) to reflect a new lump sum payment of:
 - i. \$1,500 for FTR employees
 - ii. \$1,000 for FTT, PTR and Casual employees.
 - e. Add a new preamble to the current Article 15 regarding sick leave and long term disability (as appended).
 - f. Amend Article 28.01 (a) to reflect the new expiry date of August 31, 2015.

The Voluntary Retirement Plan:

As part of *Our Vision 2016*, the Voluntary Retirement Plan (VRP) has been designed to encourage employees who are eligible for an unreduced pension to retire and to bridge employees to pension if they are near a qualifying period (threshold). The VRP is offered on a *first come* basis however the Employer reserves the right to decline participation in the VRP if the number of employees retiring will have a negative impact on operations and/or service delivery.

Employees participating in the VRP must leave ABSBC on or before May 31, 2014. All monetary/cash incentives are subject to applicable deductions and union dues. The VRP, in whole or in parts, is subject to income tax regulations of the Canada Revenue Agency.

Unreduced Pension Plan Participants

- For employees who are eligible for an unreduced pension
- Cash incentive: the greater of \$5,000 or a cash amount equivalent to 33% of their severance entitlement had they been eligible under Article 9 of the Collective Agreement.

Bridging to Threshold Plan Participants

- For employees who are within 12 months of reaching age 60 for pension eligibility

OR

for employees age 55 or older who are within 12 months from reaching 30 years of service for pension eligibility

OR

for employees with 30 years of service who are within 12 months of reaching age 55 for pension eligibility.

- Eligible employees who elect to leave ABSBC may use their severance entitlement (as if they had been eligible under Article 9 of the Collective Agreement) as salary continuance in order to reach the threshold.
 - Therefore an employee's number of weeks of severance needs to be superior to the number of weeks to reach the threshold of age 60, of 30 years of service or of age 55 as above.
 - The remainder of severance entitlement, if any, will be offered as a cash incentive. For clarity, there is no \$5,000 minimum in this cash incentive.
- 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 entitlements such as, and including, without limitations, vacation, RWVL days (Y-Days), seniority or further severance.
- 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, and including, without limitations, extended health benefits, dental benefits, Long Term Disability benefits and/or Short Term Disability benefits (sick days) and/or Life Insurance.

Date: **March 17, 2014**

On behalf of COPE 378:

Gwenne Farrell

Karen Rockwell

On behalf of ABSBC:



Samantha Kanold



Pierre Choquette

**MEMORANDUM OF AGREEMENT (Ratified by the Parties on January 13, 2012 for
the extension of the Collective Agreement to expire on August 31, 2013)**

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

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.

From Payroll as of Dec. 9, 2011	Lump Sum
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 2 (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.

[original signed]

On behalf of COPE 378:

Gwenne Farrell

Nancy Devries

Rob Larson

Brad Bastien

Melanie Greenlaw

Lucas Meyer

On behalf of ABSBC:

Binny van Bergen

Pierre Choquette

Tuan Diep

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

[Amendments within the current Collective Agreement made as per Appendix 1]

.....

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.

~~e) The parties will attempt to pre-schedule 4 day hearings quarterly.~~

SUPPLEMENTARY INFORMATION SECTION

Accenture Business Services of British Columbia Limited Partnership Pension, Group Life Insurance, Long Term Disability, Medical Services and Dental Plans

NOTE:

These plans are not necessarily agreement matters. Details below are provided for information only. The plans reflect details of benefits provided at Level 2 of the Flexible Benefits Plan.

Employees wishing further information about these plans or plan benefits at Levels 1 or 3 of the Flexible Benefits Plan should either consult their booklet or direct enquiries to Human Resources.

PENSION PLAN

The Accenture Business Services of British Columbia Limited Partnership Plan was created as a mirror of the BC Hydro Pension Plan introduced in 1965. It provides a pension based on 2% of the average of the best five (5) consecutive years plan earnings for each year of service as a member of the plan. Membership is compulsory for new regular and full-time temporary employees after three (3) months service. Membership is optional for COPE Local 378 casual employees whose earnings exceed 35% of the Yearly Maximum Pensionable Earnings (YMPE) for two consecutive calendar years.

Normal retirement is at age 65. Retirement following age 60 (or after age 55 with 35 years of service), is possible without reduction of the accrued pension. Earlier retirement after reaching age 50, with at least ten (10) years service and provided age plus service is at least 65, it also possible. For employees retiring prior to age 60 the pension is reduced by 3% for each year the retirement date is before age 60 or for those retiring after age 55, 3% for each year service is less than 35 if this results in a smaller reduction.

The age and service requirement is a minimum of age 55 with age and service totaling 85.

Please note that applicable Pension Plan rules are applied at the time of termination of employment or death. Therefore, prospective rule changes only apply to employees who terminate (or die) after the effective date of the change.

Integrated with the Canada Pension Plan, the plan requires contributions of 6.31% of plan earnings, 1.1% of which is allocated for cost of living supplements. Accenture Business Services of British Columbia Limited Partnership matches employees' required cost of living contributions and contributes the additional funds necessary to provide the promised benefits.

Pensions are indexed each year on 1 January with the percentage increase limited by either the cost of living increase or the amount of funds available in the Index Reserve Account. The Index Reserve Account is derived principally from matching contributions and from interest earned on plan funds set aside to pay pensions to the extent that the interest exceeds the amount the actuary has assumed will be earned.

GROUP LIFE INSURANCE PLAN

The Group Life Insurance Plan is underwritten by Manulife Financial. For new employees under age 65 enrollment is compulsory. For part-time regular and full-time regular employees, coverage is effective the first date of employment. For full-time temporary employees coverage is effective after 3 months continuous employment; only casual employees are excepted.

Coverage during employment is for 200% of basic annual earnings. Changes to coverage, necessitated by changes in earnings, take place for employees at work 1 January and 1 July each year, based on basic pay rates in effect on those dates. Coverage terminates thirty-one (31) days after employment terminates but may be converted to an individual policy without the need to provide evidence of insurability, within that thirty-one (31) day period.

An employee who becomes totally and permanently disabled before age 65 or date of retirement, if earlier, will have full coverage continued until age 65 or retirement date, if earlier. Totally disabled employees may apply for premium waiver which if accepted by Manulife Financial will continue coverage in effect at date of disability without payment of premium. Premium waivers have the effect of eliminating the taxable income that must be reported if the Employer continues to pay monthly premiums to the insurance co. A totally disabled employee, who has been diagnosed as terminal, may be able to apply for an advance payout of basic life insurance (25% of coverage to a maximum of \$50,000) to help them meet medical costs and settle estate matters. The balance of the insurance will be maintained for payment to the employee's beneficiary after death occurs. For employees who have attained age 60 or older, the "Living Benefit" amount will be half of the amount of life insurance benefit the employee would be entitled to in five years time according to the schedule described under "Coverage After Retirement". Medical evidence is required by the insurer.

Subject to insurance law, changes to beneficiary may be made through your Personnel Service Area. Under current tax rules the total monthly premium paid by the Employer is taxable income. See article 10 for Agreement provisions.

NOTE: The above information does not form part of any offer or proposal and is provided for purposes of information only. Changes to the text of the Supplementary Information appended to the 2009 – 2013 COPE Local 378/ABSBBC Collective Agreement are underlined for ease of reference.

MEDICAL SERVICES PLANS

Basic Medical Services

The plan covers the cost of required medical, surgical, obstetrical and diagnostic services to employees and dependants. It also covers some services in oral surgery, chiropractic, physiotherapy, optometry and similar practice. The plan is standard throughout B.C.

Under current tax rules the Employer's share of the premium is taxable income.

EXTENDED HEALTH CARE

This plan provides partial coverage for cost of ambulance, prescription drugs, (limited to Pharmacare drug formulary) special nursing, semi-private and private rooms in hospitals, artificial limbs and eyes, rental or purchase of a wheel-chair or special equipment, speech therapy for children under age 16, hearing aids, acupuncture, physiotherapy and chiropractors additional to or not covered by the Medical Services Plan of B.C. One hundred percent (100%) of eligible expenses, with no deductible may be claimed from and is reimbursed by Manulife Financial to a maximum lifetime benefit of \$500,000 per person. Some expenses covered by the EHC plan may be reimbursed under Pharmacare: where that happens Manulife Financial will help sort out which plan pays for what.

Vision care coverage will be provided to cover the cost of lenses, frames or contact lenses when prescribed by a person legally qualified to make such prescriptions to a limit of \$100.00 for each dependent child in any 12 month period. The plan includes a vision care addendum which provides benefits up to \$250.00 each 24 months for the employee and spouse.

Claims should be submitted regularly throughout the year. You have until 31 March to submit prior year's expenses to the Pharmacare plan and until 31 December to submit prior year's expenses to the EHC plan.

See Article 10 for agreement provisions.

LONG TERM DISABILITY PLAN

The Long Term Disability Plan is underwritten by Manulife Financial Group Benefits and is compulsory for all but casual and vacation relief employees. For full-time regular, part-time regular and full-time temporary employees coverage is effective after three (3) months continuous employment. Full-time regular and part-time regular employees coverage is effective the date of hire. Full-time temporary employee's coverage continues to be effective after three (3) months continuous employment.

If onset of disability occurs prior to January 1, 1995 the plan pays benefits of 50% of the employee's basic earnings in payment at the onset of disability through sickness or accident but not for the first thirty (30) days of disability which are covered by available sick leave credits. Payments continue while an employee continues to satisfy the definition of disability under the group insurance contract and from performing normal duties. After two (2) years of absence payments continue only while the employee is disabled from performing any occupation he/she is reasonably fitted for by training, education or experience. Coverage ceases at age 65. Payments are reduced if the employee is eligible for Canada Pension Plan Disability Pension or retires on pension or receives group insurance installment payments as a totally disabled person. Payment is not made if Workers' Compensation time-loss benefit is payable.

If disability onset occurs on or after January 1, 1995 the plan pays benefits of 66 2/3% of the employee's basic earnings in payment at the onset of disability but not for the first 105 calendar days accumulated over a period of 26 weeks.

If disability onset occurs on or after January 1, 1995 payments continue while an employee remains disabled from performing normal duties but after two (2) years of benefit payment, payment continues only while the employee is disabled from performing any occupation he/she is reasonably fitted for by training, education or experience. Coverage ceases at age 65. Payments are reduced if the employee is eligible for Canada Pension Plan Disability Pension or retires on pension. Payment is not made if Workers' Compensation time-loss benefit is payable.

Prior to January 1, 1995 employees will pay 100% of required premiums and if disability onset occurs prior to January 1, 1995 disability payments received will be a non-taxable benefit. Effective January 1, 1995 the Employer will pay 100% of required premiums and if disability onset occurs on or after January 1, 1995 disability payments received will be taxable income.

Effective January 1, 1995 employees may elect to be covered by the benefit package in this agreement or, alternately, optional benefit packages as set out by the Employer.

DENTAL PLAN

This plan is underwritten by Manulife Financial and provides preventive, major reconstruction, and orthodontia services that are routinely performed in the office of a general practicing dentist or dentist, while you are covered by the plan.

Part A - covers maintenance and normal restorative services such as examinations and x-rays; preventative treatments such as scaling and fluoride applications; extractions; normal surgery by dentists; fillings; inlays and onlays and repairs and relining of appliances.

Part B - covers major reconstruction and replacement services such as crowns (rebuilding natural teeth), full or partial dentures, and crowns and bridges (to replace missing teeth).

Part C - covers orthodontic services by an orthodontist or a dentist.

Coverage ceases at the end of the month in which your employment ceases.

The coinsurance percentage shown in Article 10.03 is the percentage of eligible expenses reimbursed by the plan. Eligible expenses are the lesser of:

(1) the amount shown in the schedule for covered services as agreed each year by Manulife Financial and the dental college and denturists' society and;

(2) the actual fee charged.

Before starting treatment ascertain from the dentist or dentist if the proposed treatment is covered by the plan and to what extent the proposed fee will be reimbursable.

See Article 10.03 for Agreement provisions.

PAYROLL DEDUCTIONS

1. Pension contributions during absence on Workers' Compensation time-loss, or sick leave are deducted from payments made by Accenture Business Services of British Columbia Limited Partnership. If the payments are insufficient to have deductions made, arrangements with Pay Department are possible to maintain contributions to the Accenture Business Services of British Columbia Limited Partnership Plan. An employee on long term disability, who is not receiving any payments from Accenture Business Services of British Columbia Limited Partnership, may be eligible to have pensionable service accrue without making contributions according to the terms of the Accenture Business Services of British Columbia Limited Partnership Pension Plan.

2. Union dues deductions during absence on Workers' Compensation time-loss, long term disability or sick leave are maintained only while the employee receives regular payments through Pay Department of sick pay or supplements to Workers' Compensation or long term disability. When payment ceases the employee should make personal arrangements to continue Union dues.

3. Long term disability premiums are not payable for any period during which long term disability benefits are being received.

**Memorandum of Agreement
Respecting an Employee Transition Plan for the Successorship between BCH and
Joint Venture Business Services Limited Partnership (October 15, 2002)**

1. The Parties agree that the attached terms and conditions form a Memorandum of Agreement ("MOA") subject to ratification by the COPE.
2. It is further agreed that the Union will unanimously recommend acceptance of this MOA to its membership as referenced in its October 11, 2002 letter to BC Hydro.

Signed this 15th day of October 2002.

On Behalf of Joint Venture Business Services Limited Partnership

By: SBS General Partner Inc., its general partner

By: _____

Mark N. Eleoff, Director

On Behalf of BC Hydro and Power Authority:

By: _____

Brent Hale

On Behalf of COPE, Local 378:

By: _____

Scott Watson

**Memorandum of Agreement
(Hereinafter "MOA")**

Between:

**Canadian Office and Professional Employees Union, Local 378
(Hereinafter the "Union")**

And:

**BC Hydro and Power Authority
(Hereinafter "BCH")**

And:

**Joint Venture Business Services Limited Partnership
(NB. name subject to change)
(Hereinafter "JV Entity")**

**Respecting an Employee Transition Plan for the Successorship between
BCH and JV Entity**

Preamble and Purpose:

1. Accenture Inc. and BCH propose to enter into a joint business arrangement whereby Combined Services will be transferred from BCH to JV Entity and those services will be provided back to BCH from JV Entity.
2. In the event that the joint business arrangement in paragraph 1 is not concluded, this MOA shall be null and void.
3. The effect of this business arrangement is that a successorship, within the meaning of the *Labour Relations Code*, will occur between BCH and JV Entity on or after the date of the legal creation of JV Entity and no later than the Transfer Date.
4. The Union agrees to withdraw all pending proceedings before the BC Labour Relations Board regarding common employer or true employer matters respecting this JV Entity. The Union further agrees not to file any common employer or true employer application respecting any of this JV Entity, BCH, or Accenture Inc. with respect to the business arrangement described in paragraph 1 of this MOA for so long as the business arrangement continues.
5. The purpose of this MOA is to establish the process for transferring employees to JV Entity and to provide for certain transitional rights. This MOA will supplement the rights and entitlements that flow from: (1) the BCH/COPE Collective Agreement; and, (2) the *Labour Relations Code*.
6. This MOA constitutes an adjustment plan between BCH and the Union, fulfilling the requirements of section 54 of the *Labour Relations Code*.

Definitions:

7. **Affected Employees:** Union members employed by BCH in Combined Services, including regular (FTR, PTR) and temporary (FTT) employees whose Base Position will be transferred to JV Entity, regardless of whether the employees are temporarily assigned elsewhere or on approved leave of any kind. BCH will provide the Union with a list of Affected Employees at the earliest possible opportunity.
8. **Base Position:** an employee's on-going job at BCH, whether regular or temporary in status. The base position of regular status employees is their on-going regular job, regardless of whether they are temporarily assigned elsewhere. The base position of temporary status employees is their on-going temporary position.
9. **BCH Pension Plan:** the BC Hydro and Power Authority Pension Plan established under the *BC Hydro and Power Authority Act*.
10. **BCH/COPE Collective Agreement:** the collective agreement in force from April 1, 2002 to March 31, 2005 between BCH and the Union, including all MOUs and LOAs signed prior to the Transfer Date.
11. **Combined Services:** includes the following business units and related services: Westech; NCS; Customer Services; HR Services; Financial Systems; Purchasing; Disbursement Services; Financial and Business Services; as well as some all or none of Property Services and Building Office Services.
12. **Effective Date:** the date this MOA becomes effective, which shall be the date upon which all Parties have signed this MOA.
13. **Election Date:** the date Affected Employees elect in writing to transfer to JV Entity. The deadline for submitting the election form to BCH shall be seven (7) calendar days from the date the notice pursuant to paragraph 24 is received, except as otherwise provided in paragraph 28.
14. **Impacted Employee:** a BCH employee who is not an Affected Employee and who is bumped pursuant to Article 9 of the BCH/COPE Collective Agreement due to an Affected Employee's election not to transfer to JV Entity. An employee ceases to be an Impacted Employee once they have exercised either their Article 9 options or other options provided at paragraph 32 of this MOA.
15. **Labour Relations Code:** the *British Columbia Labour Relations Code*, RSBC 1996, c. 244, in force and effect at the time of the Effective Date.
16. **Period of Service:** service recognized by the BCH Pension Plan, as at the Transfer Date, for eligibility purposes.
17. **Time Banks:** banked annual vacation, banked overtime, banked RWWL days, and banked sick leave for those employees with sick leave banks.
18. **Transfer Date:** the common date on which all Base Positions are transferred from BCH to JV Entity.

19. **Transferred Employees:** are (1) Affected Employees who elect to transfer to JV Entity, or are transferred by default in accordance with paragraphs 24 and 25 of this MOA, and become employees of JV Entity as of the Transfer Date; and, (2) as of their start date with JV Entity, Impacted Employees who transfer to JV Entity as a result of paragraph 32 or 33.

Coverage:

20. This MOA applies to all employees covered by the BCH/COPE Collective Agreement.

Application:

21. Upon the transfer of Combined Services to JV Entity, JV Entity and the Union shall jointly apply to the BC Labour Relations Board for variance to the Union's certifications in recognition of the successorship. In the event that the *Labour Relations Code's* successorship provisions change before that application is made so as to preclude a finding of successorship, the Parties shall nonetheless conduct themselves as if a successorship declaration had been issued under the *Labour Relations Code*.

22. All matters outstanding under the BCH/COPE Collective Agreement on the Transfer Date that concern Transferred Employees shall be resolved under the terms of, and by the parties to, the collective agreement in place between the Union and JV Entity. BCH shall participate in any hearing or proceeding to address any such matter, if the matter directly or indirectly affects BCH or any party to the hearing or proceeding considers that BCH participation is necessary to fully and fairly address the matter. Any liability flowing from the resolution or adjudication of such shall be borne by BCH and/or JV Entity as appropriate to the particular circumstances of each such matter.

Transfer to JV Entity from BCH:

23. A central coordinating office of BCH management representatives will be established for the transition to JV Entity. This office will make all determinations on behalf of BCH regarding the election and Article 9 process at BCH.

24. No less than eight (8) weeks prior to the Transfer Date, Affected Employees will receive individual written notice of their Base Position's transfer to JV Entity, the location of their JV Entity established headquarters, and the Transfer Date. This notice and attached election form will include:

- i) general information related to the JV Entity pension and benefits plans;
- ii) general information related to the BCH Pension Plan;
- iii) reference to website access to seniority lists;
- iv) reference to website access to vacancy lists;
- v) individual severance calculations;
- vi) general information related to post-retirement benefits;
- vii) this MOA;

and will require the Affected Employee to declare whether they wish to:

- (a) Transfer with their Base Position to JV Entity; or,
- (b) Take severance according to Article 9 of the BCH/COPE Collective Agreement; or,

- (c) Elect, pursuant to Article 23 of the BCH/COPE Collective Agreement, to remain at BCH and then be treated in accordance with Article 9. It is understood that only those Affected Employees who choose to remain at BCH will receive their Article 9 options at a later time.

25. Affected Employees must submit a signed copy of the election form to BCH by the Election Date, with the exception of those employees referred to in paragraph 28 below. An Affected Employee's decision is final once they submit a signed copy of the election form. The default for failing to submit the election form by the Election Date is that the Affected Employee will transfer to JV Entity with their Base Position.
26. All Transferred Employees who elect to transfer to JV Entity with their Base Position in accordance with this MOA but who occupy temporary positions remaining in BCH, will be transferred to and become employees of JV Entity, but may continue in their temporary positions at the respective discretion and agreement of BCH and JV Entity. Each such temporary assignment will be addressed on an individual basis and will be subject to the operational needs of both BCH and JV Entity. Unless otherwise agreed by BCH, JV Entity, and the Union, such temporary positions at BCH will terminate no later than nine (9) calendar months after the Transfer Date, at which time employees will transfer to their Base Position in JV Entity. This paragraph shall have no impact on the term of Tempworks assignments.
27. Regular (FTR, PTR) employees who are working in temporary positions that will transfer to JV Entity but whose Base Position will not be transferred to JV Entity will remain employees of BCH. When the temporary position transfers to JV Entity or is discontinued, whichever comes first, the employee will return to their Base Position with BCH.
28. Affected Employees on sick leave, long-term disability, maternity leave, parental leave, adoption leave, education leave, WorkSafeBC, or other leaves of absence will be provided the election form to transfer to JV Entity or remain at BCH at the same time as other Affected Employees but they will not be required to elect until they are ready to return to work, and in the case of employees on sick leave or long-term disability are fit to return to work. Such employees will be required to submit the election form as soon as practical prior to their return to work. The default for failing to submit the election form is that such Affected Employees will transfer to JV Entity. In cases where it is practical (e.g. maternity/parental leave, adoption leave, education leave, WorkSafeBC, and other such leaves), such employees may elect at an earlier date on a voluntary basis.
29. Affected Employees on LTD will remain on the BCH LTD Plan until they no longer qualify for benefits under the BCH LTD Plan.
30. Pursuant to Article 23 of the BCH/COPE Collective Agreement, Affected Employees who elect not to transfer to JV Entity will, at a later time, individually receive a letter detailing the options that apply to them under Article 9 of the BCH/COPE Collective Agreement.
31. Affected Employees who elect not to transfer will continue to be employed by BCH but, after the Transfer Date, may be seconded to JV Entity while they are waiting to receive their options. The employee may however elect to take severance at any time during this period. The secondment will end no later than nine (9) calendar months after the Transfer Date.

32. Upon notice of their displacement, each Impacted Employee shall have the following two (2) options in addition to and in conjunction with their options pursuant to Article 9 of the BCH/COPE Collective Agreement:

- (a) An Impacted Employee may accept a vacancy at JV Entity provided that:
 - i. JV Entity determines that the vacant position will be filled; and,
 - ii. The Impacted Employee has the ability to perform the duties of the position at the conclusion of a familiarization period not exceeding thirty (30) calendar days.

JV Entity shall recognize the Impacted Employee's seniority accrued at BCH for this purpose.

- (b) An Impacted Employee may bid on positions which are posted by JV Entity. Such postings shall be subject to the collective agreement in place between JV Entity and the Union at the time. JV Entity shall recognize the Impacted Employee's seniority accrued at BCH for this purpose.

33. Impacted Employees who are laid off shall be added to both the BCH and JV Entity recall lists, but shall be entitled to severance only from BCH should their recall expire. Impacted employees shall be eligible for recall at BCH in accordance with the BCH/COPE Collective Agreement and shall be eligible for recall at JV Entity in accordance with the collective agreement in place at JV Entity. If an Impacted Employee accepts recall to either BCH or JV Entity they will be removed from both recall lists. Notwithstanding Article 9.17 of the BCH/COPE Collective Agreement, Impacted Employees on the BCH recall list will be entitled to reimbursement for moving expenses if recalled to a position at BCH.

34. Notwithstanding the above paragraph, Impacted Employees who have been offered and have turned down a position at JV Entity pursuant to paragraph 32 of this MOA shall be eligible for recall at BCH in accordance with the BCH/COPE Collective Agreement and shall not be eligible for recall at JV Entity.

35. Employees on the BCH recall list on the Transfer Date, who held a Base Position in Combined Services at the time of their lay-off from BCH, will, as of the Transfer Date be given the option of:

- (a) Transferring to the JV Entity recall list and exercising their rights of recall to JV Entity pursuant to the collective agreement in place between the Union and JV Entity; or,
- (b) Remaining on the BCH recall list.

Employees on the BCH recall list will be advised of these options by letter and attached election form sent by registered mail, which must be returned to BCH within seven (7) calendar days from the date of receipt. The default for failing to elect will be that they remain on the BCH recall list.

Seniority and Service:

36. Each Transferred Employee's seniority and service, and all the rights and entitlements that flow from that seniority and service, will carryover and continue at JV Entity as it was at BCH, subject only to changes resulting from negotiation between the Union and JV Entity.

Terms and Conditions of Employment:

37. A successorship occurs when a business or part of it is sold or otherwise disposed of and collective bargaining rights are in effect at the original place of business. The effect of a successorship is that bargaining unit employees retain their collective agreement rights despite a change in company's ownership.
38. As of the Transfer Date, JV Entity will become a successor to the BCH/COPE Collective Agreement.
39. All terms and conditions of employment in effect at BCH governed by the BCH/COPE Collective Agreement, as supplemented by this MOA, will remain in place at JV Entity subject only to changes resulting from negotiation between the Union and JV Entity.

Time Banks:

40. All Transferred Employees' Time Banks with BCH as at the Transfer Date shall be transferred in their entirety to JV Entity. This shall include BCH sick leave time banks as per Article 15.02.

Benefit Coverage:

41. JV Entity will ensure that all Transferred Employees will have continuity of their benefit coverage, both mandatory and voluntary, and will receive at least the same level of benefit coverage that they currently receive at no additional cost to the employee. Any waiting period for coverage eligibility period shall adjoin the qualifying time with BCH and JV Entity so that it is seamless. It is understood by the Parties that JV Entity may, at their option, change benefits carriers.

Post Maternity Bulletining Rights:

42. Union members who were formerly employed within Combined Services and who are entitled to post maternity bulletining rights shall continue to have such rights into JV Entity after the Transfer Date.

Gainssharing:

43. Gainssharing payments pursuant to MOUs #55 (a) and (c) of the BCH/COPE Collective Agreement, for the fiscal year ending March 31, 2003 will be based on the measures and targets currently in place at BCH as measured by BCH, and will be paid by BCH and JV Entity on a pro-rata basis calculated as of the Transfer Date. It is understood that JV Entity may develop new and/or additional measures, targets and scoring ranges for subsequent periods.

Miscellaneous:

44. The following services will be provided to Transferred Employees by JV Entity:
- (a) While JV Entity is leasing premises from BCH, such access to Surges

memberships as exists at BCH.

- (b) Group RRSP program.
- (c) Canada Savings Bonds payroll deductions.
- (d) Access to an EFAP program.
- (e) Participation in HYDRECS for the year ending December 31, 2003. By that time, JV Entity will implement its own community involvement program.
- (f) Access to BCH recognition programs for employees who have reached award milestones by the Transfer Date, but who have not yet received recognition. This is understood to include Lifestyles, length of service recognition and safety awards.
- (g) While JV Entity is leasing premises from BCH, such access to parking and parking passes for car pools, and bike lock up as exist at BCH.
- (h) Safety committee structures and safety committees for JV Entity will be established in accordance with WorkSafeBC regulations. In the interim, existing safety committees will remain in place in accordance with the WorkSafeBC regulations.
- (i) Continuation of any return-to-work program to its completion for those Transferred Employees in a return-to-work program on the Transfer Date.

Location:

45. JV Entity agrees that the jobs required to provide services to BCH and which are currently located in British Columbia as of the Transfer Date shall be retained in British Columbia for a Period of no less than 10 years.

Bidding Back to BCH from JV Entity:

46. Up to and including nine (9) calendar months from the Transfer Date, Transferred Employees may continue to exercise their seniority accrued at both BCH and JV Entity for the purpose of applying to bulletins for regular positions posted by BCH pursuant to Article 7 of the BCH/COPE Collective Agreement. After the expiry of this period, applications for BCH positions from all Transferred Employees will be treated as external hire applications.

Bumping Back to BCH from JV Entity:

47. In addition to their options pursuant to the collective agreement in effect at JV Entity at that time, Transferred Employees who subsequently receive notice of displacement at JV Entity during the period up to and including nine (9) calendar months from the Transfer Date will, in addition to their options pursuant to the collective agreement in place at JV Entity at the time, receive bumping options pursuant to the BCH/COPE Collective Agreement in order to bump back to BCH during that period of time. Seniority accrued at both BCH and JV Entity will apply for the purposes of this paragraph.

Pension Treatment at BCH:

48. The Parties understand and agree that the BCH Pension Plan does not form part of the

BCH/COPE Collective Agreement and is referenced in the BCH/COPE Collective Agreement for information and consultation purposes only. The pension treatment information contained at paragraphs 49 to 54 of this MOA is similarly provided for information purposes only and currently is not a subject for collective bargaining between BCH and the Union.

49. Prior to the Transfer Date, and after the Election Date, BCH will establish a list of Transferred Employees who have become "privatized employees" as stated in the BCH Pension Plan for the purposes of the BCH Pension Plan.

50. Impacted Employees who transfer to JV Entity per paragraph 32 or 33 will become "privatized employees" as stated in the BCH Pension Plan for the purposes of the BCH Pension Plan and will be treated in accordance with paragraphs 59, 60, and 61 of this MOA. .

51. As of the Transfer Date, Transferred Employees shall cease to contribute to the BCH Pension Plan.

52. BCH will provide Transferred Employees with their "privatization options" in accordance with the BCH Pension Plan within ninety (90) calendar days of the Transfer Date.

53. Once Transferred or Impacted Employees receive their privatization options, they will have ninety (90) calendar days to return the form provided to BCH.

54. During the ninety (90) calendar day period referred to in paragraph 53, BCH and JV Entity will jointly coordinate and fund group financial/pension planning sessions for all Transferred Employees.

Pension Treatment at JV Entity:

55. The Parties understand and agree that the BCH Pension Plan does not form part of the BCH/COPE Collective Agreement and is referenced in the BCH/COPE Collective Agreement for information and consultation purposes only. JV Entity's agreement to set out the pension treatment information contained at paragraphs 56 to 62 of this MOA shall not, therefore, be interpreted as a concession on the part of JV Entity that pension benefits are a subject for collective bargaining between JV Entity and the Union in the future. This will not prejudice JV Entity or the Union from taking a position on this matter in the future.

56. As of the Transfer Date, JV Entity will establish a registered pension plan (the "JV Entity Plan") to provide pension benefits to the Transferred Employees for service on and after the Transfer Date.

57. The JV Entity Plan will offer a contributory defined benefit plan for Transferred Employees and new employees hired into JV Entity after the Transfer Date that is comparable to the BCH Pension Plan.

58. Participation in the JV Entity Plan will be mandatory for all JV Entity employees and Transferred Employees will automatically become members of the JV Entity Plan on the Transfer Date.

59. For each Transferred Employee, the JV Entity Plan shall recognize the Transferred Employee's Period of Service prior to the Transfer Date for eligibility purposes only (eligibility to join, vesting, early retirement, indexing), but not for the calculation of pension amounts. If a Transferred Employee elects paragraph 61 below, pensionable service in the BCH Pension

Plan will also be recognized in the calculation of the pension amount.

60. In respect of the benefits the Transferred Employees have earned under the BCH Pension Plan for service prior to the Transfer Date, the Transferred Employees shall have the following options under the privatization provisions of the BCH Pension Plan:

- (a) To transfer the lump sum privatization value to a locked-in RRSP, or to the JV Entity Plan as a locked-in defined contribution balance under the JV Entity Plan;
or,
- (b) To receive a deferred pension from the BCH Pension Plan.

61. As an alternative to paragraph 60, and provided the necessary regulatory approvals and plan amendments are obtained, and provided that BCH and JV Entity reach agreement on the appropriate method of calculating the amount of assets to transfer to the JV Entity Plan, Transferred Employees will have the option of having their past service pension recognized under the JV Entity Plan.

62. JV Entity will provide a supplemental plan for Transferred Employees entitled to pensions in excess of the maximum pension limit under the Income Tax Act.

Effective Date:

63. This MOA shall form part of the BCH/COPE Collective Agreement, commencing on the Effective Date and part of the collective agreement in place between JV Entity and the Union on the Transfer Date.

Dispute Resolution:

64. All disputes about the interpretation, application or operation of this MOA will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the *Labour Relations Code*. The single arbitrator shall be Stephen Kelleher, unless Mr. Kelleher is not reasonably available, in which case the Parties to the arbitration may appoint another mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

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