ABSBC BARGAINING PROPOSALS

Title: Selection of Tempworks Assignments

Article: MOU #2 NEW

Proposal:

MEMORANDUM OF UNDERSTANDING (MOU) #2 -

RE: SELECTION OF TEMPWORKS ASSIGNMENTS

Between Accenture Business Services for Utilities of BC
And Canadian Office and Professional Employees Union, Local 378

Whereas:

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. ABSBC and COPE 378 (collectively, "the Parties") desire greater stability and certainty in the duration of Tempworks assignments;

The Parties therefore agree as follows:

3. All Tempworks employees not on an assignment, or on an assignment expected to be less than eight (8) weeks in duration, shall be considered to be a Casual Employee under Article 1.06(d) of the collective agreement.

4. All Tempworks employees who are placed on an assignment expected to be eight (8) weeks or greater in duration, shall be considered to be a Full-Time Temporary Employee ("FTT") under Article 1.06(c) of the collective agreement.

5. Where an assignment is expected to be six (6) months or greater in duration, or is an assignment with a shorter expected duration that is extended so as to be six (6) months or greater in duration, such assignment is to be posted and selected according to the process set out in Article 7.10 of the collective agreement.

6. Posted assignments will be open to Tempworks employees who:

   a) are not currently on another assignment;

For ABSBC: _____

For COPE 378: _____ Date: July 31/2015

b) are on an assignment expected to end within fifteen (15) calendar days of the start date of a posted assignment; or

c) obtain the approval of ABSBC management to apply to a posted assignment.

7. Where an assignment which has not been previously posted is extended so as to be six (6) months or greater in duration, preference shall be given to the employee incumbent in that assignment.

8. The Parties agree that nothing in this Memorandum of Understanding precludes Tempworks employees on assignment from applying for and being considered for ABSBC roles outside of Tempworks.

9. The Parties agree that once a Tempworks assignment is filled, ABSBC will have fifteen (15) calendar days to assess if the employee in question meets the requirements of the assignment and provide written notification to the employee if they do not meet the requirements. Should ABSBC deem that the employee does not meet the requirements of the assignment, that employee's assignment will end and the employee will return to the Tempworks pool to await another assignment.

10. Should a Tempworks employee become a Full Time Regular ("FTR") Employee as per Article 1.06(c)11, and should their assignment subsequently end, the Parties agree that the following process with be followed:

    a) The Employee will continue to be employed in Tempworks and will continue to be eligible to fill available temporary positions as they arise and in accordance with Tempworks normal processes and practices subject to the following conditions:

        i. The Employee will retain all rights and entitlements of a full-time regular employee except as otherwise modified herein.
        ii. Upon the completion of an assignment, the Employee will remain in the Tempworks pool and will continue to be considered for further Tempworks assignments.
        iii. In between assignments, the Employee will have the option to use their accrued vacation, personal days and/or time off banks until such time off bank is exhausted.
        iv. Once the time off bank is exhausted, if no current or banked time off is available, or if the Employee has opted not to use accrued vacation or time off banks, the Employee will then be placed on a leave of absence without pay for a period of not more than ninety (90) calendar days.

    b) Article 10.07(a) will apply to the Employee during the ninety (90) day leave without pay period.

For ABSBC: _____

For COPE 378: _____ **Date:** July 31/2015

c) If the Employer is unsuccessful in placing the Employee in a new Tempworks assignment by the expiry of the ninety (90) day leave without pay period referred to in paragraph 10(a)iii, the Employee will be displaced due to lack of work in accordance with Article 9.

d) In the event that the Employee is displaced pursuant to paragraph 10(c), above, the parties agree that Article 9.02 – Notice of Displacement/Layoff – Regular Employees will not apply.

11. When a Tempworks employee becomes a Full Time Regular ("FTR") Employee as per Article 1.06(c)11:

    a) The Employee will be made aware of the process laid out in Section 10 above shortly after they become FTR, and;
    b) The Employee and the Union will be informed of the termination of the assignment as early as practically possible after the Employer is made aware of the termination of that assignment, and Section 10 above will be applied.

12. This Memorandum of Understanding is in addition to, not in replacement of, MOU #1 and, as such, the time limits in MOU #2 will be deemed to start after the expiry of the 3 months referenced in MOU #1 (6).

13. This Memorandum of Understanding will take effect on the date of signing and will expire with the expiration of the collective agreement unless renewed in writing by the Parties.

Signed this day of , 20___

Signed on Behalf of ABSBC

Signed on Behalf of COPE

Pierre Choquette

Tony Geluch

For ABSBC: _____

For COPE 378: _____ **Date:** July 31/2015