

RATIFICATION DOCUMENT

TENTATIVE AGREEMENT

between the

NTT DATA CANADA, INC./NTT DATA BCU, INC.

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

September 8, 2021

E&OE

LEGEND:

~~Strike out:~~

Bold, Underline and Highlighting

If Article is not shown

means that the language is being deleted

shows new language

means maintain current language

DEFINITIONS

(1) – (28) *(Maintain Current Language)*

(29) "Travel status" - means the absence of the employee from their headquarters or geographic location while on work assignment with the approval of the Employer. Travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location, **unless required by the Employer**;

ARTICLE 11 – SENIORITY

11.1 – 11.5 *(Maintain Current Language)*

11.6 Seniority ~~Blocks and Units~~

Blocks

Seniority ~~Blocks~~ for regular employees agreed to ~~by the bargaining Principals shall form part of this agreement and are as follows~~ **shall be** Provincially:

Provincially

Auxiliary seniority is outlined in Article 30.

Units

Seniority ~~Units~~ for auxiliary employees agreed to ~~by the bargaining Principals shall form part of this agreement and are as follows, by geographic location or provincially, as described below:~~

- (a) — Service Desk, and Deskside
- (b) — Administration
- (c) — Projects and Process Management
- (d) — Asset Management, ID Administration and IMAC
- (e) — TES (Technical Engineering Services)
- (f) — Technical Systems Support

Seniority ~~units~~ are provincial for work performed remotely. For positions requiring a physical presence geographic location applies. Remote work is performed in Service Desk, Projects, Process Management, Asset Management, ID Administration, IMAC, TES and Technical Systems Support. When hired, each auxiliary employee will be assigned to one of the above noted seniority units (e.g. Client Support Technicians).

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout NTT DATA unless limited as specified in Memorandum of Understanding #4 - Priority Placement and Employment Equity. **Postings shall be posted internally for a period of 10 days before internal/external posting.**

(b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of ~~one year~~ **six months** from the establishment of the list. **Eligibility lists when established will be provided to the JUM committee.**

12.2 – 12.3 (Maintain Current Language)

12.4 Selection Procedures

(a) Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service with the Employer.

(b) The weighting of these factors shall be consistently applied within job types within a classification.

(c) Selection procedures shall also include consideration of years of continuous service, whereby employee applicants will be awarded 0.5% of the total competition points for each year of continuous service to a maximum of ~~10%~~ **15%** of the total competition points.

(d) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates shall be placed on the list in order of their respective point scores.

12.5 – 12.14 (Maintain Current Language)

ARTICLE 14 - HOURS OF WORK

14.1 – 14.10 (Maintain Current Language)

14.11 Meal Periods

~~Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond to dining room facilities where such facilities are available.~~

(a) Meal periods shall be a minimum of 30 and not more than 60 minutes in length **scheduled within 90 minutes of the middle of the shift** ~~as mutually determined by the Union's and the Employer's designated representatives at the local level.~~ An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled workday or the applicable overtime rates shall apply.

(b) An employee working less than five hours is not entitled to meal breaks.

14.12 – 14.13 (Maintain Current Language)

ARTICLE 15 - SHIFT WORK**15.1 Definition of Shifts and Shift Premiums**(a) *Identification of Shifts:*

- (1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium (full-time employees):*

- (1) ~~\$1.15~~ **\$1.40** per hour for afternoon shift;
- (2) \$1.50 rate per hour for night shift.

15.2 – 15.7 *(Maintain Current Language)***ARTICLE 16 – OVERTIME****16.1 – 16.4** *(Maintain Current Language)***16.5 Sharing of Overtime**

Overtime work shall be allocated equitably to qualified employees considering their availability and location. **In situations where auxiliary and regular employees are equally qualified after considering availability and location, overtime work shall be offered first to regular employees.**

16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (2) after 70/75 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Clause 14.12 - Flextime;
- (3) double-time for hours worked in excess of the two hours referred to in (1) above;
- (4) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (3) is to be on a daily basis. Overtime periods are not cumulative. The overtime rules are applied to each separate overtime period.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

- (c) An employee on travel status who is required to travel on employer business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, at the employees option as follows:
- (i) if the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.
 - (ii) at the end of each pay period the employee shall indicate to the designated employer representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.
- (2) Overtime amounts in excess of 15 hours will be paid out ~~quarterly~~ **semi-annually**, based on the total overtime accumulated to the end of the pay period during which the quarter end occurs. Such overtime will be paid at the end of the following pay period. Any balance remaining as of the last full pay period of the calendar year will be paid to the employee on the last pay period in January of the next calendar year. **An employee may request their CTO bank to be paid out and it shall be paid within the next two pay periods.**

16.7 – 16.12 (Maintain Current Language)

ARTICLE 17 - PAID HOLIDAYS

17.1 – 17.4 (Maintain Current Language)

17.5 Scheduling of Lieu Days

- (a) Lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holiday but in any event not more than two ~~weeks~~ **pay periods** from the date of the paid holiday. If the lieu day is not taken within two ~~weeks~~ **pay periods**, it shall be immediately scheduled on the vacation roster. **If a lieu day is not taken within pay periods, it shall be added to the CTO bank.**

17.6 – 17.8 (Maintain Current Language)

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

- (a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays	Hrs (70 hrs b/w)	Hrs (75 hrs b/w)
First to Second	15	105	112.5
Third	16	112	120.0
Fourth	17	119	127.5
Fifth	19	133	142.5
Sixth to Seventh	20	140	150.0
Eighth	22	154	165.0
Ninth	23	161	172.5
Tenth	24	168	180.0
Eleventh	25	175	187.5
Twelfth	26	182	195.0
Thirteenth to Fifteenth	27	189	202.5
Sixteenth to Eighteenth	28	196	210.0
Nineteenth	29	203	217.5
Twentieth	31	217	232.5
Twenty-first	32	224	240.0
Twenty-second	33	231	247.5
Twenty-third and Twenty-fourth	34	238	255.0
Twenty-fifth and Thereafter	35	245	262.5
Twenty-Six	35	245	262.5
Twenty-Seven	36	252	270.0
Twenty-Eight	36	252	270.0
Twenty-Nine	37	259	277.5
Thirty and Thereafter	37	259	277.5

18.2 – 18.12 (Maintain Current Language)

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 (Maintain Current Language)

20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) wedding of the employee - three days;
- (2) attend wedding of the employee's child - one day;
- (3) birth of the employee's child - two days;
- (4) serious household or domestic emergency - one day;
- (5) moving household furniture and effects - one day;
- (6) attend their formal hearing to become a Canadian citizen - one day;
- (7) attend funeral as pallbearer or mourner - one-half day;
- (8) court appearance for hearing of employee's child or a child custody hearing - one day.
- (9) Imminent terminally ill family members – up to 3 days.**

(b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7), and (8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

20.3 – 20.11 (Maintain Current Language)

20.12 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours or on an Earned Day Off (EDO) approval for reasonable time off for such appointments for employees or for dependent children shall not be unreasonably withheld. A minimum of 24 hours' notice, whenever possible, is required in these situations. Where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.13 "Medical, dental and/or registered midwife appointments" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and initial assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipts for accommodation and travel to a maximum of \$350 **\$500** per calendar year.

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

(a) An employee is entitled to maternity leave of up to ~~15~~ **17** weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of ~~the termination of her pregnancy.~~ **birth**. Such notice will be given at least 10 weeks prior to the expected date of ~~the termination of the pregnancy~~ **birth**.

(c) ~~The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~ **may commence up to thirteen weeks prior to the expected date of birth.**

(d) If an employee is absent because they are not able to perform their full duties within the six

weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.

(e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to **opt for** either parental leave of up to **35** **37** consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.

(b) Where both parents are employees of the Employer, ~~the employees shall determine the apportionment of the 35 weeks parental leave between them~~ **they shall each qualify for up to 37 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.**

(c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

(1) in the case of a ~~mother~~ **birth parent**, immediately following the conclusion of leave taken pursuant to Clauses 21.1 ~~or 21.3~~;

(2) in the case of the other parent, immediately following the birth or placement of the adoptive child;

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, ~~however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child.~~ Such agreement shall not be unreasonably withheld. **However, the leave must begin:**

(i) within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or

(ii) within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.

Such leave request must be supported by appropriate documentation.

(e) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

21.3 Benefit Waiting Period **Maximum Combined Entitlement**

~~Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of one week without pay~~

immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

21.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

(a) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

(b) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

21.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary ~~Unemployment~~ **Employment** Benefit (SUB **SEB**) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that ~~she~~ **the employee** has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental ~~Unemployment~~ **Employment** Benefit (SUB **SEB**) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental ~~Unemployment~~ **Employment** Benefit (SUB **SEB**) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental ~~Unemployment~~ **Employment** Benefit (SUB **SEB**) Plan, **for those who opt for standard parental leave, the standard parental leave allowance** and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. **Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.**

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly

payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245/262.5 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (a) attending mandatory pre-placement visits with the prospective adoptive child;
- (b) to complete the legal process required by the child's or children's country, **including travel**, for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) ~~and may not be used for an employee to travel.~~

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

21.8 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, ~~21.3~~, and 21.7 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, ~~21.3~~ or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre Adoption Leave or Clause 20.17 or if they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(c) Notwithstanding Clauses 18.1(b) and ~~18.9~~ **18.6**, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 ~~and its waiting period~~ providing:

- (1) the employee returns to work for a period of not less than six months, and
- (2) the employee has not received parental allowance pursuant to 21.6; and
- (3) the employee was employed prior to March 28, 2001.

~~Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.9.~~

Notwithstanding Clause 18.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 25 - HEALTH AND WELFARE

A benefit summary will be listed in the Collective Agreement.

XX.X Vision Care

To include laser eye surgery

To increase eye exam reimbursement to \$100.

25.1 *(Maintain Current Language)***25.2 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

Combine massage/physiotherapy/chiropractor and increase to \$1750 annually.

25.3 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (1) Part A, 100% coverage;
- (2) Part B, 65% coverage;
- (3) Part C, 55% coverage.

(b) Effective February 2, 2018, orthodontic services are subject to a lifetime maximum payment of \$5,000 per patient.

(c) Dental Plan – complete dental exams including cleaning every six months per person. **Increased coverage for 4 bitewing dental x-rays every 6 months.**

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$100,000. **This benefit will reduce by 50% at age 65 and terminate at age 70.**

The Employer shall pay 100% of the premium on the base \$100,000 and the employee shall pay the premium for any insurance over the base minimum.

25.5 – 25.11 *(Maintain Current Language)***ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES****26.1 – 26.7** *(Maintain Current Language)***26.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on employer business shall be paid to employees. Only when the employee is required by the Employer to have their vehicle at work for use in the performance of their duties will an allowance be paid to cover the distance, to a maximum of 32 kilometres, to and from the employee's place of residence.

Vehicle allowance shall be: Effective June 1, 2010 **2021**, 52¢ **59¢** per km.

26.9 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal	Effective January 1, 2018
Breakfast	\$14.00 \$16.00
Lunch	\$17.00 \$20.00
Dinner	\$27.00 \$28.00

26.10 – 26.26 (Maintain Current Language)

ARTICLE 30 - AUXILIARY EMPLOYEES

30.1 Auxiliary Employees

(a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.

(b) Auxiliary employees who have worked 1957.5 hours in ~~33 pay periods~~ and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours. A list of auxiliary employees who have worked 1957.5 hours in ~~33 pay periods~~ will be provided to the Union at each Article 28 Joint Committee meeting for the parties to review.

(b) For the purposes of (b) above and Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Clause 30.10 - Designated Paid Holidays;
- (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer to a maximum of 210 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
- (4) annual vacation pursuant to Clause 30.11(d) - Annual Vacations;
- (5) compensatory time off provided the employee has worked 1957.5 hours in ~~33 pay periods~~;
- (6) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay, ~~except that during the first 33 pay periods of employment such credit shall be limited to 112.5 hours;~~
- (7) leaves pursuant to Clause 2.10(b) - Time Off for Union Business-With Pay.

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of

such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

~~(d)~~(c) For the purposes of (b) above and Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours beyond the 210 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer are not added to the 1957.5 or 1200 hours ~~nor are the days charged against the 33 or 26 pay periods.~~

30.2 (Maintain Current Language)

30.3 Seniority

(a) Seniority is provincial for work performed remotely. For positions requiring a physical presence geographic location applies. Seniority for auxiliary employees is by classification and pay ranges.

(b) Units

Seniority Units for auxiliary employees agreed to by the bargaining Principals shall form part of this agreement and are as follows, by geographic location or provincially, and further broken down by classification and pay range as listed in Appendix 2B.

~~(a)~~(c) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority unit, as defined in the agreement, on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Clause 30.10 Designated Paid Holidays;
- (iii) annual vacation in accordance with Clause 30.11(d) - Annual Vacations;
- (iv) leave pursuant to Clause 30.12 - Eligibility Requirements for Benefits or Clause 30.6(c) - Application of Agreement;
- (v) compensatory time off provided the employee has worked 1957.5 hours ~~in 33 pay periods;~~
- (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (vii) leaves pursuant to Clause 2.10(b) - Time Off for Union Business-With Pay.

(2) The total hours above shall be converted to a seven/seven and one-half hour shift to establish seniority.

(3) Upon completing 30 workdays (seven/seven and one-half hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.

~~(b)~~(d) Subject to Clause 30.4 - Loss of Seniority, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one seniority unit to another.

(e)(e) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board, which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d)(f) A current service seniority list shall be posted in the seniority unit by December 31st, March 31st, June 30th and September 30th. Upon request, a copy of the service seniority list shall be provided to the steward.

30.4 (Maintain Current Language)

30.5 Layoff and Recall

(a) – (f) (Maintain current language)

(g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the operation and may include telephone, radio telephone, pager, public media, ~~on-call~~ **recall** boards, written communication, etc.

30.6 – 30.12 (Maintain Current Language)

30.13 Auxiliary Days of Rest

(a) Auxiliary employees hired on an "on call" basis shall not be recalled to available work unless they **volunteer, or** have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.

(b) (Maintain current language)

ARTICLE 31 - GENERAL CONDITIONS

31.1 – 31.14 (Maintain Current Language)

31.15 Positions Temporarily Vacant

(a) The Employer agrees to make every reasonable effort to ensure that the workloads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, internal training, or any other reason.

(b)(a) The Employer will make every reasonable effort to maintain a list of qualified ~~on-call~~ employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.

(c)(b) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.

(d)(c) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.

(e)(d) For purpose of substitution, offers shall be given to regular employees by seniority who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.

(f)(e) Where a substitution opportunity arises pursuant to (e) above, the Employer will give consideration to offering the opportunity to regular employees in the headquarters area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (e) above.

The parties recognize that it may not be appropriate for certain substitution opportunities to be offered to employees in a specific headquarters area. It is agreed that where the Employer determines that it is not operationally advantageous to select from these employees, the provisions of (e) above shall apply.

ARTICLE 35 - TERM OF AGREEMENT

(Four-Year Term January 1, 2021 – December 31, 2024)

35.1 Duration

This agreement shall be binding and remain in effect to midnight December 31, 2020 **2024**.

35.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2020 **2024**, but in any event not later than midnight, October 31, 2020 **2024**.

(b) Where no notice is given by either party prior to October 31, 2020 **2024**, both parties shall be deemed to have given notice under this clause on October 31, 2020 **2024**, and thereupon Clause 35.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by NTT DATA.

35.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

35.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

35.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

35.6 Effective Date of Agreement

(a) The parties agree that the first collective agreement remains in full force and effect until December 31, 2020 **2024**.

(b) ~~The provisions of this first collective agreement, except as otherwise specified, shall come into force and effect on July 29, 2020.~~

**APPENDIX 2A
Salary Grid**

Term of agreement - Effective from January 1, 2018 ~~2021~~ to December 31, 2020 ~~2024~~.

~~December 30, 2017 a base rate increase of 1.5%.~~

~~December 29, 2018 a base rate increase of 1.5%.~~

~~December 28, 2019 a base rate increase of 1.5%.~~

January 1, 2021 a base rate increase of 1%.

January 1, 2022 a base rate increase of 1.5%.

January 1, 2023 a base rate increase of 1.5%.

January 1, 2024 a base rate increase of 3.75%.

All **active** employees as at the date of ratification will receive a **one-time** signing bonus of \$375 **\$250.** payable two full pay cycles after ratification. Employees on LTD are not eligible for the signing bonus.

**APPENDIX 2B
Position Titles, Pay Ranges and Classification Series**

Pay Range 7

Office Assistant Office Support
Client Support Clerk Technical

Pay Range 9

Ticket Dispatcher Administration

Pay Range 11

Asset and Inventory Clerk Office Support
Administrative Assistant Office Support

Pay Range 14

Office Administrator Administration

Pay Range 18

Service Desk Agent **Technician** Technical
Deskside Technician Technical
Asset and Inventory Technician Technical
ID Admin Technician Technical
IMAC Agent Technical
Client Support Technician Technical

Pay Range 21

Project Analyst Technical
Security Analyst Technical
Business Analyst Technical
Reporting Analyst Technical
Technical Analyst Technical
Tier 1.5 Support Analyst Technical

Pay Range 24

Service Delivery Specialist Technical

Project Coordinator	Technical
Technical Development Coordinator	Technical
Technical Specialist	Technical
Service Delivery Coordinator	Technical

Pay Range 27

Database Systems Software Consultant	Technical
Partner Consultant.....	Technical
Transition Consultant.....	Technical
Supervisor	Technical
Senior Technical Specialist	Technical

Pay Range 30

Technical Supervisor	Technical
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APPENDIX 3 Short and Long-Term Disability

1.1 – 1.3 (Maintain Current Language)**1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above.

Providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) ~~where it appears that a pattern of consistent or frequent absence from work is developing;~~ **where the employee has been absent for six consecutive scheduled days of work;**
- (2) ~~where the employee has been absent for six consecutive scheduled days of work;~~ **on the third (or more) separate absence occurring in a six-month period which may indicate a pattern of concern;**
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period **and there is a reason to believe the employee's prognosis has changed;**
- (4) where an employee is actively participating in the Early Intervention Program for extended STIIP absence the requirement in (3) above will be waived.

The doctor's certificates referenced above are to be provided at the employee's expense. The doctor's certificate referenced in 1.4(c)(2) will be reimbursed by the Employer at ~~50%~~ **75%** of the cost to the employee. Where the Employer requires a detailed medical assessment from the employee's physician

specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 100% of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.5 – 2.7 (Maintain Current Language)

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) on the date of commencement of paid absence prior to retirement;
- (b) at the end of the month in which the employee reaches their 65th birthday;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

Health Benefits available until Age 70

Group Life available at 50% between Ages 65 to 70, ceases after age 70

Long Term Disability available until age 65

2.9 – 2.18 (Maintain Current Language)

INFORMATION APPENDIX II

Re: Flexible Work Arrangements Policy

1. – 3. (Maintain Current Language)

4. PRINCIPLES

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees. It supports collaborative and participative processes that encourage flexibility, innovation, work/life balance and the enhancement of productivity and organizational success. **NTT is committed to expansion of flexible work arrangements.**

MEMORANDUM OF UNDERSTANDING 1

Case Conferencing

(Renewed)

MEMORANDUM OF UNDERSTANDING 2

Board and Lodging and Relocation Expenses

(Renewed)

**MEMORANDUM OF UNDERSTANDING 3
Union/Management Joint Training**

(Renewed)

**MEMORANDUM OF UNDERSTANDING 4
Priority Placement and Employment Equity**

(Renewed)

**MEMORANDUM OF UNDERSTANDING 5
Illness and Injury Prevention**

(Renewed)

**MEMORANDUM OF UNDERSTANDING 6
Regular Part-Time Employees**

(Renewed)

MEMORANDUM OF UNDERSTANDING 7

The Application of Agreement Article 13.3(f)(3)&(4) and Agreement Article 19

(Renewed)

**MEMORANDUM OF UNDERSTANDING 8
Cross Training**

The Employer will support cross training for employees within a Service Delivery Unit and within the same classification. The factors for selection are: operational requirements, satisfactory performance, personal investment of time for skill development (cross training will occur on company time) and seniority.

Employees will submit cross training requests along with their Career Development Plan in the PBC process. Employees may select multiple areas in which they wish to be cross trained. Requests will be approved in order of operational requirements being met and seniority.

A quarterly summary of cross training requests and cross training completed by employees shall be sent for review and/or recommendations to the subcommittee referenced in 12.9.

Notwithstanding the above, cross training may occur when operational requirements dictate a need based on reduced utilization. When multiple employees are affected selection will be offered based on the factors outlined above.

This program will be piloted for the duration of this collective agreement ending December 31, 2020-
2024.

MEMORANDUM OF UNDERSTANDING 9
Positive Proactive Communication

(Removed)

PITA MEMORANDUM OF AGREEMENT

(Renew with Changes)

The Provincial Government of British Columbia issued a Provincial State of Emergency and various Public Health Orders In their response to the current world-wide public health emergency.

The parties agree to the following temporary amendments to Information Appendix II Re: Flexible Work Arrangements Policy, 5.2 Telework of the Collective Agreement

- 1. All bargaining unit employees who were either working on a telework agreement that was less than 100% of their schedule, regardless of whether it was an employer or employee initiated telework agreement or who were not working on any telework agreement and who were directed to work from their home, prior to March 17, 2021, may submit 1/3 of their monthly Internet costs to a maximum of \$25.00 per month for reimbursement until they return to the workplace as directed by the employer.**
- 2. Employees wishing to be reimbursed must submit a copy of their Internet invoice through an expense claim in the Replicon system. If assistance to use Replicon is required, it will be provided.**
- 3. All the above expenses may be claimed retroactively to March 17, 2021.**
- 4. New office equipment will not be purchased for the period of the pandemic initiated telework however, employees may work with their managers to obtain or borrow their office chair from the office and other excess supplies, where reasonable and practical.**
- 5. If an employee meets the eligibility requirements of the Canada Revenue Agency, the employer will provide them with a signed copy of a T2200. Note: T2200 documents are typically completed in Q1 for the prior tax year. E.g., A T2200 for 2020 will be completed in Q1 of 2021.**
- 6. When a requirement or option to return to the workplace is issued, this Pandemic Initiated Telework Agreement will no longer be in effect. Reasonable notice will be provided.**

LETTER OF UNDERSTANDING 1
Supplemental Unemployment Benefit Plan

(Renewed)

**LETTER OF UNDERSTANDING 2
Attracting Work to British Columbia**

(Renewed)

**LETTER OF UNDERSTANDING 3
Contracting-Out NTT DATA Contracted Work**

(Renewed)

**LETTER OF UNDERSTANDING 4
Municipal Holidays**

(Renewed)

**LETTER OF UNDERSTANDING 5
The Assignment of Work**

(Renewed)

~~**LETTER OF UNDERSTANDING 6
Renewal of Customer Contract(s)**~~

(Removed)

**LETTER OF UNDERSTANDING 7 6
Face Masks**

Each year that a Flu Immunization Program is announced **When a vaccination program is announced** by the Ministry of Health, and whereby that program extends to include participation by NTT DATA employees, the parties agree to follow the policy requirements of each individual Health Authority.

The parties also agree, through the local Occupational Health and Safety Committees, to review the Health Authority policies annually and to discuss and implement any changes in a joint manner.

**LETTER OF UNDERSTANDING 8-7
Arbitrators and Umpires**

As stipulated in the collective agreement, Article 9.2 (c), the parties mutually agree to the Arbitrators listed below:

- Chris Sullivan
- ~~John Kinzie~~

- ~~Wayne Moore~~
- **Julie Nichols**
- **Ken Saunders**
- **Paul Love**

Further the parties are in agreement to the following for Hours of Work Umpire decisions:

- Chris Sullivan
- Julie Nichols
- ~~Bob Pekeles~~
- **Ken Saunders**
- **Paul Love**

In the event that none of the above listed individuals are not available, the parties shall mutually agree on an alternate.