

COLLECTIVE AGREEMENT

between the

**BC NDP MLAs
(Constituency Assistants)**

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from July 1, 2020 to June 30, 2023

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DEFINITIONS

Unless the context otherwise requires, in this agreement:

- (a) "*casual employee*" means an employee who does not have a schedule as per Clause 15.2 and is only scheduled to work or called to work on an as-and-when-needed basis to meet unexpected operational requirements, cover regular employees on vacation, illness or injury, education leave, compassionate leave or other leave.
- (b) "*child*" wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (c) "*employee*" means a member of the bargaining unit who is paid from the Employer budget, or a person on the seniority list who has been on layoff for less than two years since the last day of work;
- (d) "*Employer*" means the British Columbia New Democrat MLA;
- (e) "*full-time employee*" is a regular employee who works a schedule of 35 hours per week;
- (f) "*part-time employee*" means a person working less than the hours of work for full-time employees;
- (g) "*regular employee*" means a person employed by the Employer in a position with no pre-determined termination date;
- (h) "*spouse*" includes same sex and opposite sex common-law individuals, husband or wife.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the parties. The parties to this agreement share a desire to work cooperatively to assist constituents and enhance the effectiveness of incumbent Members of the Legislative Assembly of British Columbia. It is agreed that all parties covered by this collective agreement are bound by the terms and conditions contained therein.

1.2 Bargaining Unit Defined

The bargaining unit shall be comprised of all persons employed by the Employers. New positions falling within the scope of this agreement shall be included in the bargaining unit.

- (a) New positions established by the Employer shall automatically be included in the bargaining unit.
- (b) The Employer agrees to protect the integrity of the bargaining unit.
- (c) Without limiting the generality of the definitions the Employer agrees:
 - (1) to fill vacancies in the bargaining unit within 30 calendar days, or as soon as practicable. Where there is an extended vacancy beyond 30 calendar days, the Employer agrees to consult with the Union to determine whether those vacancies will be filled on a temporary basis;
 - (2) not to replace included positions with excluded positions;
 - (3) to furnish the Union with copies of job postings prior to commencement of recruitment for any new proposed excluded positions;

1.3 Bargaining Unit Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all the employees in the MLA Constituency Offices bargaining unit.

1.4 Employers Bargaining Agent

The Employers agree to appoint a bargaining committee to act as bargaining agent on behalf of all NDP members of the Legislative Assembly of British Columbia.

1.5 Value of Joint Discussion in All Matters

The parties to this agreement share a desire to elect a New Democratic Party government in British Columbia. Accordingly, they are determined to establish an effective working relationship, recognizing the mutual value of joint discussions and negotiations in all matters pertaining to working circumstances, employment and services.

1.6 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement, shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or designate.

1.7 Singular/Plural

In this agreement when the singular is used, it shall be deemed to include the plural as required.

1.8 Discrimination and Harassment Under the *Human Rights Code*

The Employer, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity. Discrimination and harassment relates to any of the prohibited grounds contained in the *BC Human Rights Code*.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

1.9 Future Legislation

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 parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 2 - NO DISCRIMINATION

- (a) The Employers agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect any employee by reason of age, race, creed, national origin, religious affiliation, sex, marital status, sexual orientation, gender identity or expression, criminal conviction unrelated to employment, physical disability or by membership activity in the Union.
- (b) There shall be equal pay for work of equal value.
- (c) Employees shall have all the rights of self-expression and participation within all political processes provided they fulfil the functions of their position consistent with their responsibilities as confidential employees.
- (d) A staff person shall not use confidential information that is gained in the execution of their position to further the staff person's political interests.

ARTICLE 3 - BULLYING AND HARASSMENT**3.1 Bullying and Harassment in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from bullying and harassment, and the Employer shall take such actions as necessary respecting an employee engaging in harassment and/or bullying as described in this article.

The definitions and procedures in this article address situations that occur in the course of employment.

3.2 Sexual Harassment

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats of a sexual nature;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature; or
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

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

3.3 Harassment and Bullying

(a) Personal harassment and/or bullying includes verbal or physical behaviour directed at an individual which would reasonably be expected to cause substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include but is not limited to:

- (1) threats or intimidation;
- (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials; and
- (4) objectionable conduct which creates a risk to a worker's psychological or physical well-being.

(b) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Personal harassment includes harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia.

(d) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities or workplace interactions, such as assigning work, providing feedback to employees on work performance and taking reasonable disciplinary action, which would reasonably be expected to be within the course of normal acceptable workplace behavior.

3.4 Bullying and Harassment Complaints

(a) A bullying and/or harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) An employee with an allegation of bullying and/or harassment is called the complainant and the person who they are making a complaint against is called the respondent.

(c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(d) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Executive Director of Caucus, the Union and witnesses.

(e) Whenever possible, the parties will seek to resolve an issue before it becomes a formal complaint. A complainant may seek to informally resolve their complaint with the assistance of the Employer, shop steward, union staff representative or investigator/mediator. Counselling and mediation services to assist in defusing and debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

Until a harassment complaint is resolved, the Employer or Executive Director of Caucus may take interim measures, including separating the complainant and respondent.

3.5 Bullying and Harassment Complaints Procedure

This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Article 3 Harassment and Bullying.

(a) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing as soon as possible, but no later than within 60 days of the latest alleged occurrence, through the Union or directly to the Employer (or Executive Director of Caucus if respondent is the Employer). Complaints where the respondent is an employee will be presented to the Employer. Complaints where the respondent is the Employer will be presented to the Executive Director of Caucus. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union the Employer, and the Executive Director of Caucus.

(b) When the Employer or Executive Director of Caucus has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit they shall be given the option of having union representation present at any meeting held to investigate the complaint.

(c) The Employer or Executive Director of Caucus shall investigate the complaint and shall submit a report to the Union, in writing, within 30 days of receipt of the complaint. The Employer or Executive

Director of Caucus shall, within 30 days of issuance of the report, give such orders as may be necessary to resolve the issue.

(d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer or Executive Director of Caucus may take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 9 - Grievance Procedure.

(e) Pending determination of the complaint, the Employer or Executive Director of Caucus may take interim measures to separate the complainant and respondent if deemed necessary.

3.6 Arbitrator

(a) Where either party to the proceeding is not satisfied with the Employer or Executive Director of Caucus's response under Clause 3.5(c) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under Clause 3.5(c) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) Decide, if on the facts, bullying and/or harassment has occurred;
- (2) dismiss the complaint,
- (3) attempt to mediate a resolve;
- (4) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (5) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(b) Disciplinary action taken under this clause by the Employer which is consistent with the decision of the Arbitrator shall not form the basis of a grievance.

(c) The Arbitrator chosen will be the Arbitrator from this list that has the earliest available date that is at least 14 days after the date of referral:

- Marli Rusen
- Corinne Bell

ARTICLE 4 - MANAGEMENT RIGHTS

(a) The Union recognizes that it is the right of an employer to exercise the regular and customary functions of management and to direct employees in a fair and reasonable manner.

(b) Employers agree to exercise these rights in a manner consistent with the terms of this agreement.

ARTICLE 5 - UNION SECURITY

5.1 Preamble

All employees, except excluded employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution of the Union. All new employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union within 30 days. The Employer agrees to acquaint new employees with the

fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security.

5.2 Check-off of Union Dues

- (a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union agrees to advise the Employer in writing of the amount of its regular monthly dues and the President of the Union shall advise the Employer in writing of any changes in the amount of dues to be deducted.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:
 - (1) the amounts deducted from each employee;
 - (2) the employee's Social Insurance Number;
 - (3) classification and rate of pay;
 - (4) number of hours worked during the period covered.
- (e) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (g) MLA offices agree to inform the BCGEU of any employees who cease employment.

5.3 Contracting Out

No bargaining unit work shall be contracted out that results in the layoff or reduction in the number of employees covered by this agreement.

5.4 Union Notified Beforehand

In the event that contracting out is being considered by the Employer, the Union shall be notified forthwith for the purpose of discussing time constraint, arms-length relationship and impact. Employees, including those persons on the layoff list, with the appropriate qualifications and expertise shall have the opportunity to perform such work.

ARTICLE 6 - EMPLOYER/UNION RELATIONS

6.1 Employer-Union Relations

- (a) A union steward or elected representative shall be given paid leave to attend to union duties as follows:
 - (1) to attend joint employer/union meetings as required;

- (2) to represent an employee in a grievance procedure;
- (3) to appear as a witness in a grievance or appeal proceeding at the request of the Union.

(b) To facilitate the administration of this clause when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and/or benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

6.2 Joint Labour-Management and Occupational Health and Safety Committee

(a) Both parties agree that a Joint Labour-Management and Occupational Health and Safety Committee will be established. The Committee will be comprised of up to three persons appointed by the Employer and up to three persons appointed by the Union. Either party may invite other participants if such attendance is to assist the parties with the business of the Committee.

(b) Both parties recognize the need for a safe workplace, cooperation and communication in the pursuit of their common goals. To this end, the parties agree to discuss occupational health and safety issues, changes concerning work operations and reporting lines, education and training opportunities and administrative matters from the agreement.

(c) The parties will meet twice a year at a mutually agreeable time and place. Additionally, the Committee will meet at the call of either party according to an agreed upon format (i.e. in-person or remotely).

(d) The Committee will be co-chaired by a representative of each party.

(e) Minutes of each meeting, once finalized, will be distributed by email to each NDP Constituency Assistant and MLA.

Nothing in this article precludes the right of the Union and the Employer to meet.

6.3 Union Meetings

Members of the bargaining unit may attend, without loss of seniority or pay, four union meetings annually to be scheduled during regular office hours by mutual agreement between the parties as to the time and duration.

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the Employer's premises to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises shall not interfere with the operation of the Employer.

6.4 Union Representatives

(a) The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of union staff shall notify the Employer in advance of their intention and their purpose for entering.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office.

6.5 Employer and Union to Acquaint New Employees

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Assessment.
- (b) A new employee shall also be provided with the name and work telephone number of their lead shop steward.
- (c) The Employer shall advise the bargaining unit Chairperson of the name and location of the new employee and afford a shop steward the opportunity to speak with the new employee, during the first 30 days of employment.

6.6 Time Off for Union Business

- (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Commission, or the Labour Relations Board;

- (b) *With Pay*

The Union shall provide the Employer with three days' notice prior to the commencement of the leave under this clause. Where the Union cannot give three days' notice, leave will not be unreasonably denied.

ARTICLE 7 - UNION RECOGNITION AND RIGHTS**7.1 No Strike or Lockout**

The parties agree there will be no strike or lockout during the term of this agreement.

7.2 Picket Lines and Boycotts

Employees shall have the right to refuse to cross a picket line arising out of a labour dispute. Any employee failing to report for duty shall be considered on unpaid leave and will not be subject to disciplinary action.

An employee who participates in any political action called for by the BC Federation of Labour or who refuses to handle a product declared "hot" will not be subject to disciplinary action.

7.3 Union Right to Select Stewards

The Employer recognizes the Union's right to select stewards to represent employees.

7.4 Stewards List to be Given to the Employer

The Union agrees to provide the Employer with a list of the employees designated as stewards.

7.5 Bulletin Boards and Use of Email

- (a) The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.
- (b) Employees are allowed use of internal email for union related business.

7.6 Union Shop

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish the Employer at least one union shop card for each of the Employer's places of operation covered by this agreement, to be displayed at mutually agreeable locations on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employees option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

7.7 Major Changes to be Discussed with Union

Both parties recognize the need for cooperation and communication in pursuit of their common goals. The Employer agrees that wherever major changes in the scale of operations, work schedules, or lines of reporting are being considered, such changes will be fully discussed with the Union before implementation.

ARTICLE 8 - SENIORITY & POSTINGS**8.1 Seniority Defined**

Seniority is defined as the length of an employee's accumulated service with the Employer(s), from date of hire. Seniority may be lost in the event that an employee voluntarily resigns a position, is on layoff for more than two years or is terminated for just cause. Notwithstanding the above, an employee who resigns a position to raise a dependant child and is re-employed into a vacancy by the Employer within six years, shall have seniority reinstated upon re-employment.

If an employee is hired into other government service and is rehired as a constituency assistant within five years, then seniority shall be reinstated.

8.2 Seniority List

Each MLA, through the Executive Director of Caucus, agrees to provide the Union with a seniority list, to Joint Union/Management on March 31st and September 30th of each year. Any disagreement regarding the accuracy of the list shall be resolved through the grievance procedure.

8.3 Promotion From Within Affirmed

The Union and the Employer jointly affirm and support the principle of allowing employees to advance in employment with the Employer.

8.4 New Jobs Shall Be Posted

All new permanent jobs and temporary vacancies where the Employer knows the position will be vacant for greater than 90 days shall be posted internally for five working days.

8.5 Internal Applicants Considered First

- (a) Qualified applicants from within the bargaining unit shall be interviewed first and advised of whether they are to be appointed to the position before any external applicants are considered. An employer is not required to interview the same internal applicant more than once, in a 12-month period, for the same MLA.
- (b) Casual employees who have completed six months cumulative service shall be considered in-service applicants for job vacancies provided that;
- (1) there has been no break in service longer than nine months continuous; and
 - (2) the six months cumulative service has been accrued within 18 months.

8.6 Employer Shall Fill Vacancies from Within

- (a) The Employer shall fill all job vacancies from within the bargaining unit before hiring new employees, provided employees are available with the necessary qualifications to fill the positions. Vacancies shall be filled on the basis of seniority, ability, and experience. In the event two or more employees have the same ability, skills and experience, the employee with the greatest seniority shall be selected.
- (b) Present employees and employees on the seniority list who are on layoff and who wish to apply must be considered before outside applicants. Such employees shall be notified in writing of all new job postings. Internal applicants are responsible for confirming that the Employer has received their application by saving a copy of the *auto-reply* response.
- (c) An employer is not required to post for new positions or additional hours where there is an existing employee with the required skills and qualifications.

8.7 Notification

Employees who are unsuccessful applicants shall be notified, in writing, with the reasons, within five days of the selection.

8.8 Time Limit to Grieve

- (a) An unsuccessful candidate for a posted vacancy who wishes to grieve the appointment must do so within seven days of receiving notification as per Clause 8.7. The grievance shall be initiated at Step 2 of the grievance procedure.
- (b) The unsuccessful candidate and the person responsible for the competition shall make a reasonable effort to discuss the reasons for the decision prior to a grievance being filed. The employee shall have the right to have a steward present at the meeting, if the employee so requests.

8.9 Appointment Conditional

All appointments are conditional. An appointment will be deemed to be confirmed if not challenged by a grievance filed pursuant to this agreement or if so challenged, when the grievance is resolved.

8.10 Probation

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. In the event of a dispute over application of this test, the grievance procedure shall resolve the question.

(b) Probationary Period

- (1) A new employee will be considered on probation until they have worked for up to six months from the date of starting work.
 - (2) Casual employees will be deemed to have completed probation after six months cumulative service in a classification and provided that;
 - (i) There has been no break in service longer than nine months continuous, and
 - (ii) The six months cumulative service has been accrued within 18 months.
- (c) Where a probationary employee is absent for longer than 35 hours, the probationary period is extended by the length of absence.
- (d) The Employer shall advise the probationary employee of the standards that must be met.

ARTICLE 9 - GRIEVANCES**9.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement;
- (c) the failure of an employee to pass a probationary or trial period;
- (d) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.

The procedure for resolving a grievance shall be the grievance procedure in this article.

9.2 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any interview with the Employer, which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee, in writing in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall not apply to those interviews that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with the Employer which might be the basis of disciplinary action against the steward.

9.3 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the Employer. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

9.4 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, must do so not later than:

- (a) 30 days after the date on which they are notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) 30 days after the date on which they first became aware of the action or circumstances giving rise to the grievance.

9.5 Step 2

- (a) Subject to the time limits in Clause 9.4, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the Employer through the union steward.
- (b) The Employer shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

9.6 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

9.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2 the President or the designate may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision was due.

9.8 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail, or other agreed means.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

(d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.9 Deviation from Grievance Procedure

(a) The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, except provided by statute, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

9.10 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party within a further 21 days may submit the dispute to arbitration, as set out in this agreement.

9.11 Dismissal and Suspension

(a) Employees dismissed or suspended shall have the right to submit a grievance to the Executive Director of Caucus commencing at Step 2 within 30 days of the employee receiving notice of dismissal or suspension.

(b) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within five working days.

(c) If an employee's grievance is upheld by an arbitrator any lost wages, benefits and seniority will be re-instated within five days of an arbitrator's decision.

9.12 Arbitration Notification

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in this article, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

(b) Each party shall pay its own costs and expenses of the arbitration and one-half of the remuneration, disbursements or expenses of the Arbitrator.

(c) When an arbitration board is required, each party shall be responsible for any costs associated with its respective member, plus one-half the costs of the Chairperson and the proceedings of the arbitration.

9.13 Assignment of a Single Arbitrator

The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

9.14 Expedited Arbitration

- (a) Whenever possible, it is the intent of both parties not to use outside legal counsel. The parties further agree the expedited arbitration process is intended to resolve grievances in as timely a manner as possible. The parties agree to notify each other of their intent to use a lawyer within a reasonable time frame prior to the hearing date.
- (b) The parties will meet as often as necessary mutually to agree on the grievances that are appropriate for expedited arbitration. All grievances shall be considered suitable for and resolvable by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspension in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances relating to Hours of Work;
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) demotions; and
 - (10) classification appeal under the Gender Neutral Job Evaluation Plan.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - EMPLOYEE RECORDS**10.1 Employee Records**

An employee shall have reasonable access to their personnel file and may authorize a union representative to have such access.

10.2 Personnel File

- (a) Personnel files will be kept confidential and access will be given only to the Employers that require the information in the course of their duties.

- (b) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.3 Personnel File Entries

An employee will be given a copy of any document placed on a personnel file which may be the basis of disciplinary action. Upon request any such document shall be removed from an employee's file after the expiration of nine months from the date it was issued, provided there has not been a further infraction of a similar nature.

10.4 Annual Performance Reviews

Where the Employer intends to implement annual performance appraisals, the process to be used shall be discussed and agreed upon between the parties by the Joint Union Management Committee.

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given a minimum of 24 hours to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) An employee shall receive a copy of their appraisal.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Layoff and Recall

- (a) The Employer will give a minimum of one month's notice of layoff for employees with one and two years completed employment; for three and four years completed employment, two months' notice; for five years or greater, three months' notice; or pay in lieu of required notice for wages and benefits.
- (b) In the event of an election or electoral recall of the MLA, (a) will not apply and one month's notice will be deemed to have been served on Election Day for employees with one to three years' service and two months' notice for employees with four or more years of service. Where such notice is not given, pay in lieu shall be paid.
- (c) If an employee is laid off after such notice, but before the effective date of layoff, the employee shall be paid for that part of the notice period during which work was not available.
- (d) Employees will immediately be recalled to work when the MLA is re-elected.

Employees will be recalled to work upon layoff in order of seniority within the two-year period.

11.2 Incumbent Resignation or Retirement

Where an incumbent MLA resigns, retires or passes away and is replaced by another BC NDP MLA, and in the event the new MLA hires one or more of the previous constituency assistances, the constituency assistant(s) hired shall be deemed to have been continuously employed for the purposes of this collective agreement. Such appointment shall be subject to a trial period of up to six months.

ARTICLE 12 - PAID HOLIDAYS**12.1 Paid Holidays**

Employees shall be entitled to paid holidays as follows:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (a) Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.
- (b) And one floating day, the scheduling of which shall be arranged by mutual agreement.

12.2 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular full-time or part-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu, scheduled to be in agreement with Employer.

12.3 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

12.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday.

12.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

12.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

ARTICLE 13 - ANNUAL VACATION ENTITLEMENT**13.1 Vacation Entitlement Increases with Service**

Annual vacation entitlement shall be based on BC New Democrat Caucus, CA, and Ministerial service:

1 to 2 years' service	20 working days
3 to 5 years' service	25 working days
6 to 10 years' service	25 working days + an additional day for every year service above 5
11 to 19 years' service	30 working days + an additional day for every 2 years' service above 10
20 + years' service	35 working days

Prior service entitlements resulting from MLA, New Democrat Caucus and Ministerial Service in BC shall be limited to one day per year of previous service to a maximum of three days.

13.2 Vacation Carryover

- (a) Employees may carry over seven days' vacation leave per vacation year.
- (b) Vacation carryover shall not exceed 10 days at any time.
- (c) Vacation accrual reports will be reviewed with the Employer each year by no later than November 30.

13.3 Part-Time Employees Receive Proportion

Part-time regular employees shall receive vacation time proportionate to the hours worked. The parties agree that this language does not permit a part-time employee to receive superior benefits than a full-time employee.

13.4 Casual Employees 6% in Lieu of Vacation

Casual employees shall be paid 6% of their earnings on termination in lieu of vacation entitlement.

13.5 Regular Employees With Less Than One Year

Notwithstanding Article 13.1, regular employees who have been employed for less than one year shall receive vacation time based on total completed calendar months employed up to December 31st, to be scheduled by mutual agreement.

13.6 Conversion of Hours

Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

ARTICLE 14 - VACATION LEAVE AND CALLBACK

14.1 Vacation Leave

The Employer and the Union agree that employees shall not be restricted in their selection of vacation leave and shall be granted in order of seniority.

Notwithstanding the foregoing an employee will be able to schedule vacation should a special or unusual circumstance arise.

Special or unusual circumstances may include an event over which the employee has no control of the date such as, but not limited to: a significant anniversary or birthday of a member of the employee's immediate family.

In the case of a dispute as to what defines a special or unusual circumstance, the matter will be forwarded to expedited arbitration for dispute resolution within three days.

14.2 Vacation Scheduling Preference by Seniority

(a) Employees shall have preference in respect to scheduling annual vacations days according to their seniority if they file applications after December 1st and before December 31st of each year for vacations to be taken the following vacation year. After December 31st all applications will be treated on a first come first served basis. The Employer shall respond in writing to vacation requests by December 14th. Vacation requests shall not be unreasonably denied. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, or by mutual agreement between the employee and the Employer. The Employer shall make available an updated vacation time calendar. The vacation year shall be from January 1st to December 31st.

(b) Employees will be permitted to commence a single vacation period in one vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made for the year in which the vacation commences.

(c) Employees may schedule vacation days singularly or consecutively.

14.3 Callback Only in Emergency

Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency.

14.4 Expenses When Called Back

When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

14.5 Travel Time When Called Back Not Charged to Employee

Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

14.6 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of the Short-Term Illness and Injury Plan benefits pursuant to Article 30, or on leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

14.7 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension benefit under the Public Service Pension Plan shall be granted full vacation entitlement for the final year of service.

14.8 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

ARTICLE 15 - HOURS OF WORK**15.1 Hours of Work**

Subject to Clause 15.4 - Flextime, the regular hours of work for all full-time employees shall be seven hours per day; 35 hours per week; 1827 hours per year, with the hours being arranged by mutual agreement.

15.2 Work Schedules

Work schedules will be mutually agreed upon between the employee and the MLA or their designate at the local level. If agreement cannot be reached at the local level, the matter shall be referred to the Joint Management Committee for resolution.

15.3 Lunch and Rest Periods

Employees shall be entitled to a 15-minute break without loss of pay in each half of a normal work shift. Employees shall be entitled to one hour without pay for lunch.

15.4 Flextime

Any proposal under this section is subject to the approval of the Employer, who is obligated to discuss any such proposal with the employee. Such approval shall not be unreasonably withheld.

For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (a) choose their starting and finishing times; and
- (b) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period which shall be determined at the local level.

The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

ARTICLE 16 - OVERTIME**16.1 Overtime Entitlement - Full-Time Employees**

A full-time employee will be entitled to compensation for authorized overtime in excess of:

- (a) The scheduled daily hours; or
- (b) The maximum daily hours for those employees on flextime; or
- (c) The agreed averaging period.

16.2 Overtime Compensation

Employees who have worked in excess of Clause 16.1(a)(b) and (c) above shall be reimbursed at the rate of time and one-half for the first two hours and double-time thereafter.

Employees shall be reimbursed at the rate of time and one-half for the first two hours after the normal working day, and double-time thereafter. Weekends and statutory holidays worked at the Employer's request shall be at the rate of double-time. The employee shall have the option of taking such compensation in the form of cash payment or leave with pay. Overtime of less than 15 minutes shall not be recorded. Overtime of 16 minutes or more shall be rounded to the nearest one-half hour. All overtime shall be pre-authorized by the Employer.

16.3 Taxi Fare if Employee Works Past 9:00 p.m.

When an employee works past 9:00 p.m. on a normal workday, the Employer shall reimburse the employee their taxi costs from the workplace to their home, providing a receipt is furnished.

16.4 Overtime Meal Allowance

- (a) When an employee works approved overtime in excess of two and one-half hours after the completion of their scheduled daily hours, they shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay shall be given.
- (b) The overtime meal allowance shall be the prescribed dinner rate in accordance with Clause 18.1 - Travel Expenses.

16.5 Overtime for Part-Time and Casual Employees

Subject to Clause 15.4 - Flextime:

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY**17.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with.

17.2 Union May Make Suggestions

The Union may from time to time bring to the attention of the Employer any suggestions regarding health and safety and any other suggestions for improvements in conditions of work. Where this is done in writing, the Employer shall respond in writing.

17.3 Joint Occupational Health and Safety Advisory Subcommittees

- (a) The Employer and the Union agree to establish an Advisory Subcommittee to work through the Joint Labour-Management and Occupational Health and Safety Committees as per Clause 6.2 - Joint Labour-Management and Occupational Health and Safety Committee. The subcommittee will meet, at regular intervals and in advance of required meetings outlined in Clause 6.2, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) Employees who are representatives on the Advisory Subcommittee shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings. Employees attending these committee meetings held on their days of rest or outside their regularly scheduled hours of work shall receive pay at straight-time rates equivalent to the duration of the meeting. This time shall not be considered time worked.
- (c) The Advisory Subcommittee will be comprised of two union representatives appointed by the Union and up to two employer representatives appointed by the Employer.

(d) A worker subcommittee representative will be entitled to annual Union-paid leave of up to five days to attend union-sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

(e) Where a worker representative is appointed to serve on the subcommittee for the first time, they will be entitled to one day of employer-paid education leave, during the first six months in which they serve on the Subcommittee, for the purposes of attending orientation training courses conducted by the Union, in addition to the five days in (d).

17.4 Unsafe Work

(a) An employee may exercise her right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations.

17.5 Workplace Violence/Aggressive Conduct

(a) Employees who, in the course of their duties, may be exposed to violence or aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes. The Employer shall provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

(b) Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, posttraumatic counseling for individuals who have been exposed to violence of an unusual nature, including physical assault, and/or verbal abuse will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

(c) At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

(d) Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counseling and such other support as may be reasonably available.

17.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift.

17.7 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer will reimburse transportation costs for the employee to return to the workplace or to the employee's home, as appropriate, following treatment.

17.8 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolated areas.

17.9 Working in Isolation

General conditions regarding the matter of employment where workers may be required to perform work for or on behalf of the Employer, in isolation, remote areas and/or when working alone.

(a) *Scope*

Where workers are assigned to perform work for or on behalf of the Employer under conditions which may present potential for causing injury or other misfortunes, and where workers may not have immediate access to assistance, the Employer will make every effort to ensure the well-being of the workers.

(b) *Risk Assessment*

Each work situation must be assessed by the worker and the Employer. Such an assessment will determine the type of work, location and circumstances where work will take place and the potential for injury.

(c) *Risk Control*

Specific work procedures and work arrangements shall be established to lessen or eliminate risks identified by the assessment. Where elimination of the risks is not possible, the Employer will make every effort to ensure control of the risks will be undertaken.

(d) *Requirements*

Where a potential for injury is identified the Employer shall:

- (1) ensure that the workers are made aware of the potential risks;
- (2) implement a control process and/or procedures;
- (3) ensure that the workers are made aware of the control process and/or procedures;
- (4) provide the workers the necessary training to initiate the control process and/or procedures.

(e) *Follow-up*

The Labour-Management Committee shall periodically review the control process and/or procedures to ensure their effectiveness.

(f) This review shall

- (1) include work organization, work environment, work process and workplace design;
- (2) consider technological advances; and
- (3) ensure the awareness of the availability of the control process and/or procedures.

17.10 Investigation of Accidents

(a) In the event of an accident pursuant to Part 2, Division 10 - Accident Reporting and Investigation of the *Workers Compensation Act*, the Employer will fulfill all statutory requirements of investigation and reporting.

(b) In the event of a fatality of a BCGEU member, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident.

17.11 Strain Injury Prevention

(a) The Employer and the Union agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.

(b) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the following risk factors:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions; and
- (5) the physical and psychological demands of work

in a manner consistent with WCB regulations, policy and guidelines.

17.12 Mental Health

The Employer and the Union recognize the importance of supporting and promoting a psychologically healthy workplace and as such, will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer, working through the New Democrat Caucus, will support the provision of education and training in Mental Health first aid for all employees. Time spent attending the education and training will be considered time worked and pay and seniority will be continued.

17.13 Communicable Diseases and Parasitic Infestation

(a) The Employer and the Union share a desire to prevent acquisition and transmission where employees may come into contact with a communicable disease or parasitic infestation during the course of their work.

(b) The Employer will follow WorkSafeBC and Provincial Health Officer guidance on recommended steps to protect workplaces by controlling and preventing exposures and providing employees who are exposed in the course of their work with assistance receiving appropriate treatment and with the necessary time off without loss of pay to deal with personal matters arising from the exposure.

17.14 Protective Clothing and Supplies

The Employer will supply protective clothing and supplies as required by WorkSafeBC or recommended by the Provincial Health Officer. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 18 - EXPENSES

18.1 Travel Expenses

When an employee is required to incur travel expenses, the following rates will be payable:

- (a) mileage for the use of employee's personal vehicle;
- (b) parking;
- (c) air-fare and other travel costs as approved;
- (d) meal allowance; and
- (e) reasonable receipted child care costs.

Where a rate is established by the Legislative Assembly, these rates will apply.

18.2 Miscellaneous Expenses

Where a miscellaneous expense is incurred while acting on behalf of the Employer, reimbursement will be made for receipted expenses.

18.3 Parking Expenses

Where the Employer requires the employee to use their personal vehicle, parking costs will be reimbursed.

18.4 Office Cleaning

Employees shall not be required to provide office cleaning.

18.5 Mobile Phones

- (a) The Employer will provide 50% or \$50 monthly, whichever is less, as reimbursement for the employee use of personal mobile phones in the course of their employment. This amount will be prorated for part-time employees.
- (b) The Employer will not cover additional costs for plans that include family members, data overages or interest charges on unpaid balances.
- (c) Alternative mobile phone plan arrangements can be agreed by mutual agreement of the Employer and the employee. Such arrangements will be documented.

ARTICLE 19 - PENSION PLAN

- (a) Employees will be eligible for participation in the Public Service Pension Plan (PSPP) as agreed at the Joint Labour-Management Committee.
- (b) A regular part-time Constituency Assistant may apply to participate in the PSPP.

ARTICLE 20 - JOB DESCRIPTIONS

Job descriptions will be mutually agreed by the parties and set out to this agreement.

Constituency Assistant Job Description

- (a) A Constituency Assistant is a confidential employee responsible for the administration of the Constituency Office(s) of a Member of the Legislative Assembly.
- (b) Under the general supervision of the MLA, the duties may include any of the assignments listed below:

- (1) *Assistance and Advocacy for Constituents*

Constituency Assistants will be responsible for developing and maintaining a working relationship with Ministry Offices and administrative bodies in order to provide constituents with information and assistance in resolving questions and problems. Where necessary this may include areas of federal jurisdiction.

Constituency Assistants will have a comprehensive knowledge of provincial government legislation, programs and services, and community resources to whom constituents can be referred to for further assistance.

Casework may include assessing constituents' situations and providing advocacy and advice as deemed necessary.

(2) *Community Outreach and Liaison*

Constituency Assistants may be required to monitor local government and community activities to keep the Member informed on local issues. They may be requested to represent or accompany the MLA at public and community functions.

The Constituency Assistant shall advise and assist the MLA in enhancing their role and presence in the constituency.

(3) *Information and Public Relations*

The Constituency Assistant may be required to provide constituents and community bodies with information and clarification of government legislation and policies. NDP positions as outlined in caucus speeches, press releases, Bills and Resolutions, may be made available upon request.

Constituency Assistants may also facilitate their Members access to local press through monitoring and advising the MLA about local issues.

Constituency Assistants may be responsible for the preparation of communications materials, including advertising, householders, mailings by the MLA, newsletters, websites and social media accounts.

(4) *Administration and Organizational Tasks*

Constituency Assistants are responsible for the management of the Constituency Office(s) under the general supervision of the MLA.

Tasks may include correspondence, bookkeeping, computer record management and other office duties, as required.

Constituency Assistants may have responsibility for volunteer recruitment and training as well as project organization. They may be requested by the MLA to participate in supervision and evaluation of students working in practicum programs based in Constituency Office(s).

Constituency Assistants will not be required to participate in supervision and evaluation of co-workers.

Constituency Assistants may be assigned other related duties by the MLA. Employees will not be required to perform personal duties for their Employer that are unrelated to the job description of the position.

(c) *Qualifications*

Constituency Assistants will have a good knowledge of the structure and policies of the New Democratic Party and a fundamental knowledge of the role of the three levels of government. Knowledge of the communities in the constituency is an asset. Specific knowledge of significant cultures and languages within the constituency may be a required qualification.

Constituency Assistants will have excellent interpersonal and communication skills. They will be able to work independently and with flexibility.

A demonstrated ability to develop and maintain effective information and advocacy strategies and to exercise diplomacy and political judgement is an integral part of this position.

Constituency Assistants must have the ability to administer the various aspects of a community office. Specific skills in computers, word processing, bookkeeping and clerical functions, as well as graphics, social media and web based functions may be required. Specific language abilities may be required.

ARTICLE 21 - INDEMNITY

The Employer shall indemnify employees and save harmless from any claim, action or judgement for any act done honestly in good faith and without gross negligence within the scope of their authority while performing their duties pursuant to this agreement.

ARTICLE 22 - COMMITMENT TO ACCOMMODATE JOB SHARING

The Employer agrees to make every effort to accommodate employees' requests for job sharing. The details will be worked out between the employees and their supervisors.

ARTICLE 23 - SPECIAL LEAVE

23.1 Special Leave Credits Earned and Used

In order to treat all employees in a fair and equitable manner, an employee:

- (a) shall, upon completion of probation, receive 10 days of special leave credit with pay; and thereafter.
- (b) shall earn special leave credit at the rate of one-half day every four weeks, up to a maximum of 25 days of accrued special leave credits.
- (c) An employee will give the Employer a minimum of 10 working days' notice for any non-emergency leave provision under this article, wherever possible. Where disagreements arise, they should be referred to the Executive Director of Caucus for resolution.

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits are to be used for the following purposes:

- (d) Employee's marriage - five days;
- (e) Serious illness of a dependant child or dependant member of the immediate family of the employee when no one at the employee's home other than the employee can provide for the needs of that person. The employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days special leave at any one time for this purpose. Where there are recurrent requests under this clause, the Employer may request a report from a qualified medical practitioner;
- (f) For ill family members, as defined in Article 23.1(d) other than children, and requiring emergency care, and where no one other than the Employee, can care for the ill family member, the Employee shall be granted, after notifying the Supervisor, up to one day paid leave for the purpose of administering the requisite care. An employee may request additional unpaid leave for the purpose of administering requisite care in (c), (d) or (e).
- (g) *Family Responsibility Leave*

In addition to (e) and (f) an employee can take up to three days of special leave to help with the care, health or education of a child under the age of 19 in their care. An employee can also ask for this type of leave to care for any other member of their immediate family as defined in Bereavement Leave.

(h) *Bereavement Leave*

(1) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral or memorial service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.

(2) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, grandparents, brother, sister, stepsibling, father-in-law and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.

(3) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for two days for the purpose of attending the funeral.

(4) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(i) Serious household or domestic emergencies - up to one day;

(j) Attend funeral or memorial service as pallbearer or mourner - one day;

(k) *Moving Leave*

An employee shall qualify for up to one day special leave annually if they were obliged to move their household furniture and possessions during normal working hours.

(l) *Medical and Dental Leave*

(1) The employee is required whenever possible to give reasonable notice to their Employer of medical/dental appointments.

(2) Where it is not possible to schedule a medical and/or dental appointment for an employee or dependant member of the employee's immediate family outside regularly scheduled working hours, reasonable time off shall be permitted, but if absence, is over two hours, it shall be charged to the employee's special leave entitlement.

(m) Court appearance for hearing of an employee's child - one day.

23.2 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs have occasioned a court appearance such leave to attend a court shall be without pay.

(d) Court actions arising from employment, requiring attendance at court, shall be with pay.

(e) In the event an accused employee is jailed pending court appearance, such leave of absence shall be without pay.

23.3 Other Leave by Mutual Agreement

Other leave with pay may be granted by mutual agreement.

23.4 On Return from Leave

Upon return from leave granted under this article, the employee shall be placed in their former position or in a position of equal rank and pay.

23.5 Compassionate Care/Family Caregiver Leave

(a) An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for up to 27 weeks within a 52-week period, for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Article 8 - Seniority and Postings, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Clause 30 - Health and Welfare Provisions.

(b) An employee who is entitled to family caregiver benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay, but with no interruption in the accrual of seniority or eligibility for benefits, for up to 15 weeks to care for a critically ill or injured adult or 35 weeks for a critically ill or injured child.

23.6 Personal Leave

An employee can take up to two days of special leave annually for personal reasons.

23.7 Donor Leave

The Employer and the Union encourage employees to register as organ donors. Employees who qualify for sick leave benefits identified in Article 30 shall be granted the necessary leave of absence with pay provided through the short and long-term sick leave benefits for the purpose of donating bone marrow, umbilical cord blood, peripheral blood stem cells, or any organ that is listed in the HealthLinkBC organ donation program. The employee will provide documentation from a qualified medical practitioner stating the expected duration of leave required.

23.8 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay for up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

Notwithstanding Article 8 – Seniority and Postings, there will be no interruption in the accrual of seniority or eligibility for benefits provided under Clause 30 – Health and Welfare Provisions. The employee and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

23.9 Leave Respecting Disappearance of Child

An employee is entitled to leave of absence without pay for up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

Notwithstanding Article 8 - Seniority and Postings, there will be no interruption in the accrual of seniority or eligibility for benefits provided under Clause 30 - Health and Welfare Provisions. The employee and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

ARTICLE 24 - OFFICE CLOSURES AND REMOTE WORK

In the event of an unexpected and/or unavoidable office closure, the Employer may arrange for employees to work from home or an alternate location. Where a closure lasts for more than five days, the Employer shall provide employees with appropriate equipment and technology, including the provision of any specialized equipment or technology that employees have been provided in the constituency office. The Employer will cover any reasonable additional costs incurred by employees during the period when they are working remotely.

Where remote work arrangements cannot be made, the employee will be deemed to be off work with pay for the period of the office closure.

ARTICLE 25 - OTHER LEAVE WITHOUT PAY**25.1 Leave for Election, Union and Elected Office**

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

- (a) for an employee elected to the position of President or Treasurer or Executive Vice-President of the B.C. General Employees' Union; the leave shall be for the period of the term and shall be renewed upon request of the Union;
- (b) for employees to seek election in a municipal, provincial, or federal election, First Nations or other Indigenous election for a maximum period of 90 days. In the event of a provincial nomination, or election, the Employer may extend the leave of absence beyond the 90 days where it is mutually agreed.
- (c) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (d) for employees elected to a public office for a maximum period of five years.
- (e) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

25.2 Other Leave Up to One Year

Extended leave for reasons other than those covered in Clause 24.1 or Clause 27.1 shall be granted by mutual agreement. Such leave without pay may be granted for up to one year. Upon return to work, the employee shall have the right to return to their former position or a position of equal rank and pay.

25.3 Unpaid Leave of Less than Five Days

Leave without pay of five days or less may be granted at the discretion of the employee's Employer.

ARTICLE 26 - TRAINING & SKILLS DEVELOPMENT**Training Fund**

- (a) Employee(s) will be encouraged to attend seminars, workshops and conferences in order to improve job related knowledge and skills.
- (b) An employee may use up to five days paid leave to attend mutually agreed upon courses which will be paid for by the Employer.
- (c) Where the Employer requires an employee to attend a workshop or seminar, that employee shall be deemed to be on duty and such time will not be deducted from leave allotment under this provision.

(d) The Joint Labour Management Committee will review, identify and recommend training courses for consideration as an option to be used by employees individually and for training and development organized through Caucus.

ARTICLE 27 - MATERNITY/PARENTAL/ADOPTION LEAVE

27.1 Maternity Leave

A pregnant employee shall qualify for maternity leave benefits upon completion of the probationary period.

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but shall commence no later than six weeks prior to the expected date of birth.
- (d) The commencement of leave at six weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (e) If an employee intends to commence maternity leave between 13 and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least six weeks before the employee proposes to begin maternity leave.

27.2 Parental Leave

Leave with full salary and benefits of up to 10 days shall be granted from special leave credits to a non- birth parent on the occasion of the birth of their child.

- (a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to 37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, 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) Written request pursuant to (a) above must be made at least six weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 27.1;
 - (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. Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - (i) within a 52-week period after the 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.

(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, with six weeks written notice to the Employer.

27.3 Maximum Combined Entitlement

An employee's combined entitlement to leave pursuant to Clauses 27.1 and 27.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

27.4 Benefit Waiting Period Allowance

(a) An employee who qualifies for and takes leave pursuant to Clauses 27.1 and 27.2 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 Clauses 27.1 or 27.2 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.

27.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 27.1 shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof that 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 Employment Benefit (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.

27.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 27.2 shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (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 Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the standard 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.

27.7 Benefits Continuation

(a) For leaves taken pursuant to Clauses 27.1 and 27.2 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 27.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken in (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.

27.8 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 14.2(b) and 14.7, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 27.1 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 Clause 27.6.

Notwithstanding Clause 14.2(b) 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.

27.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 27.1 or 27.2 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 27 - Maternity/Parental/Adoption Leave or Clause 27.12 - Extended Child Care Leave, or if they do not return to work after giving such notice.

27.10 Maternity and/or Parental Leave Allowance Repayment

(a) To be entitled to the maternity, parental and/or benefit waiting period allowances pursuant to Clauses 27.4, 27.5, and/or 27.6, 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 and/or benefit waiting period received under Clauses 27.4, 27.5 and/or 27.6 above on a pro rata basis.

27.11 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependant child or dependant children, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years; and during that time the employee must not have been engaged in remunerative employment for more than six months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

27.12 Extended Child Care Leave

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 27.1 and 27.2, an employee shall be granted a further unpaid leave of absence not to exceed one year.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave. An employee on extended child care leave shall provide the Employer with at least one month's written notice of return from such leave. Upon return from extended child care leave, an employee shall be placed in her former position.

ARTICLE 28 - SPECIAL PROJECT - CASUAL EMPLOYEES**Special Project/Relief Employees**

- (a) Casual employees are hired in order to cover absences due to sick leave, vacation, special leave, or to augment staff during peak periods where regular employees are in need of additional assistance during peak periods. Casual employees may be "on call" or are hired for a term specific period when the absence is known to have a start and end date. It is understood that in some cases, the end date may be open due to return of incumbent not being known. e.g. sick leave.
- (b) Special Project employees are hired to cover very specific, time limited projects, that the Employer may receive special funding for. It is understood that the Employer will consult with the Union prior to any "special project" hire. The Employer will provide an appointment letter stating date of hire and term of position.
- (c) Employees will be paid as per the collective agreement in the appropriate classification, and will receive all increases as stated in the agreement. Employees are entitled to access all articles in the collective agreement with the exception of the following:

Article 11	Layoff and Recall
Article 12	Statutory Holidays will receive on a prorated basis
Article 13	Vacation will receive on a prorated basis on weekly hours
Article 19	Pension Plan
Article 25	Unpaid Leaves.....at the Employer's discretion
Article 26	Trainingat the Employer's discretion

Article 30 Sick Leave.....will receive on a prorated basis on weekly hours or duration of employment.

Article 31 Health & Welfare will receive 4% in lieu of health and welfare

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.1 Purpose of Technological Change

The Employer and the Union agree that the purpose of technological change is to increase the productivity of the office and not to replace, displace or de-skill employees.

29.2 Technological Change Defined

For purposes of this article technological change means:

- (a) the introduction by the Employer of a change in work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Employer, in work, undertaking or business; or
- (b) a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

29.3 Long Notice, Joint Committee on Implementation

The Employer shall notify the Union of aspects of technological change affecting staff as far in advance of the desired implementation date as possible. At the request of either party, such technological change shall be referred to a joint union/management committee for discussion and planning prior to implementation.

29.4 Adjustments to Technological Change

The Employer and the Union agree to the following provisions relating to the adjustment of technological change.

Following consideration by a joint committee that may be established in accordance with Clause 6.2:

- (a) employees shall be notified one month in advance of technological change affecting their responsibilities, work practices and employment;
- (b) employees shall be offered such retraining as is required to accommodate technological change without loss of employment;
- (c) the Employer shall provide each employee with one professional development day per year to attend a mutually agreed upon course to upgrade skills. Cost of course to be borne by the employee;
- (d) in the event that retraining is insufficient to accommodate technological change the Employer agrees to make every effort to transfer affected employees to other positions without loss of pay;
- (e) pursuant to provisions (a) through (d) of this clause regarding adjustment to technological change, the Employer agrees to make every effort to provide continuing meaningful employment for regular employees affected by technological change;
- (f) in the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present method of operation, the Employer agrees to make every effort upon implementation to immediately provide adequate and sufficient training in order to allow employees to work productively with the least disruption as possible.

ARTICLE 30 - SICK LEAVE

Employees will qualify for sick leave benefits at a basic pay until such time as an employee is eligible to receive weekly indemnity under the plan noted in Article 31 (a)(7) to a maximum of 12 days per year.

ARTICLE 31 - HEALTH AND WELFARE PROVISIONS

- (a) The Employer will provide mutually acceptable health and welfare benefits as follows:
- (1) employee assistance plan
 - (2) basic medical
 - (3) extended health
 - (4) dental
 - (5) life insurance and accidental dismemberment
 - (6) air travel insurance
 - (7) Short-Term Illness and Injury Plan as outlined in the BCGEU and Public Service Main Agreement and administered by the Legislative Assembly of BC.
 - (8) Long-Term Disability Plan as outlined In the BCGEU and Public Service Main Agreement and the *Public Service Benefit Plan Act*: LONG-TERM DISABILITY PLAN REGULATION (LTD Plan Type H)

The Employer will pay 100% of the premium(s) in accordance with the plans.

- (b) Employees will have access to a copy of the Group Benefits Policy 50088 plan D document on the internal Legislative Assembly of BC website. Additionally, a hard copy will be available for employees at each Constituency office.
- (c) A copy of the master contract with carriers will be sent to the Union.
- (d) Upon return from short or long-term disability an employee will be returned to his or her former position.
- (e) Regular part-time employees, who work a minimum of 17½ hours per week will be entitled to benefits on a pro rata basis.

ARTICLE 32 - DOMESTIC ABUSE

"Domestic Violence" means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
- (b) a threat or attempt to do an act described in (a) above.

"Intimate partner" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

"Sexual violence" means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without

the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

32.1 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

32.2 Place of Work Accommodation

(a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee's need unless to would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under (a) above, to provide evidence reasonable in the circumstances that the employee needs accommodation.

32.3 Hours of Work Accommodation

(a) If an employee or the employee's child has experiences domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under (a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

32.4 Domestic Violence Leave

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under (a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability causes by the violence; or

(2) To obtain services for the employee or the employee's child respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

- (d) Employees shall have access to 10 days annually of paid leave under Clause 31.4. Leave taken beyond 10 days annually is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 32.4 shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.
- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 33 - ORIENTATION OF CONSTITUENCY STAFF AND NDP MLAS

- (a) All BC New Democrat Caucus MLAs and Constituency Office Staff shall receive a basic orientation of the purposes and application of the agreement, including hiring procedures.
- (b) The Employer and the Union shall jointly provide a basic orientation at a Caucus meeting as soon as practicable following a general election.
- (c) The Employer and Union shall jointly provide a basic orientation at a Constituency Staff Meeting as soon as practicable following a general election.
- (d) When a by-election occurs, the Employer and the Union will provide a joint orientation to any newly elected New Democratic Party MLA and newly hired staff.

ARTICLE 34 - TERM OF AGREEMENT

34.1 Agreement Binding

This agreement shall be binding and remain in effect to midnight June 30, 2023.

34.2 Notice for Collective Bargaining

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2023.
- (b) Where no notice is given by either party prior to March 31, 2023, both parties shall be deemed to have been given notice under this section on March 31, 2023 and thereupon Clause 34.3 of this agreement applies.

34.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 34.2 of this agreement, the parties shall, within 60 days after notice was given, commence collective bargaining.

34.4 Agreement Extended During Collective Bargaining

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

34.5 Full Force and Effect

The provisions of this agreement except as otherwise provided shall come into force and effect upon the date when both parties have ratified.

34.6 Impact of Elections on Bargaining

In the event a federal general election or a provincial general election is in progress at the time notice pursuant to Clause 31.2 is given, or if such election is called during collective bargaining, then collective bargaining shall be suspended and resumed at the conclusion of 60 days following polling day for such election, and this collective agreement shall be extended accordingly and collective bargaining resumed as if no such suspension took place.

34.7 Conflict With Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:
Stephanie Smith
6B01B367B8FF46D...

Stephanie Smith
President

DocuSigned by:
Andrea McDonald
0015E16B9A02415...

Andrea McDonald
Bargaining Committee Chair

DocuSigned by:
Preet K. Sangha
571064BACFF148F...

Preet K. Sangha
Bargaining Committee

DocuSigned by:
Lindsay Buss
108E456F128846F...

Lindsay Buss
Staff Representative - Negotiations

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:
Rachna Singh
098E0783A49C41F...

Rachna Singh
MLA, Surrey-Green Timbers

DocuSigned by:
Garry Begg
4DB0CA7E4FE845C...

Garry Begg
MLA, Surrey-Guildford

DocuSigned by:
Roseanne Moran
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Roseanne Moran
Executive Director, BC NDP Caucus

February 22, 2022

Date: _____

APPENDIX A Rates of Pay

Annual wage increases:

- July 1, 2020 3.35% (retroactive)
- July 1, 2021 4.0% (retroactive)
- July 1, 2022 2.0%

	Step	Hourly	Biweekly	Annual
January 1/20				
Start	Step 1	26.55	1,858.65	48,490.82
6 months upon completion of probation	Step 2	28.13	1,968.76	51,363.64
12 months after Step 2	Step 3	30.11	2,107.70	54,988.40
12 months after Step 3	Step 4	30.85	2,159.43	56,338.04
12 months after Step 4	Step 5	31.47	2,202.69	57,466.64

	Step	Hourly	Biweekly	Annual
July 1/20				
Start	Step 1	27.44	1920.91	50115.32
6 months upon completion of probation	Step 2	29.07	2034.71	53084.25
12 months after Step 2	Step 3	31.12	2178.31	56830.53
12 months after Step 3	Step 4	31.88	2231.77	58225.34
12 months after Step 4	Step 5	32.52	2276.48	59391.77

July 1/21				
Start	Step 1	28.54	1997.75	52119.93
6 months upon completion of probation	Step 2	30.23	2116.10	55207.62
12 months after Step 2	Step 3	32.36	2265.44	59103.75
12 months after Step 3	Step 4	33.16	2321.04	60554.35
12 months after Step 4	Step 5	33.82	2367.54	61767.44

July 1/22				
Start	Step 1	29.11	2037.71	53162.33
6 months upon completion of probation	Step 2	30.83	2158.42	56311.77
12 months after Step 2	Step 3	33.01	2310.75	60285.83
12 months after Step 3	Step 4	33.82	2367.46	61765.44
12 months after Step 4	Step 5	34.50	2414.89	63002.79

LETTER OF UNDERSTANDING #1 CA Severance

The Employer has formally requested that LAMC work towards the development and implementation of a central severance fund to provide benefits for constituency assistants in the event of elections.

The development of such a CA severance fund and benefit will be a LAMC priority for NDP Caucus MLAs in the fall of 2021.

Should a centrally funded severance benefit for CAs not be in place by the next provincial election, the Employer will provide a severance benefit in addition to that provided in the notice period in Clause 11.1 (b). This benefit will be \$1000 per full year of service as a constituency assistant to BC NDP MLAs to a maximum of \$5,000 for regular full-time employees. The benefit will be prorated for regular part-time employees and for partial years' service.

LETTER OF UNDERSTANDING #2
Concerns Around Job Postings and Competitions

This letter of understanding acknowledges concerns and confirms an agreement regarding job postings and competitions discussed during negotiations for the July 1, 2017 to June 30, 2020 collective agreement between BC NDP Constituency Assistants and BC NDP MLAs.

Whereas members have had concerns about job postings and the competition process under Article 8 - Seniority and Postings, members of the Joint Labour Management Committee may contact the Executive Director of Caucus directly with the goal of ensuring compliance with Article 8. The Executive Director of Caucus commits to looking into any concerns brought forward; they will deal with the concerns in an appropriate manner and report back to the JLM Committee.

LETTER OF UNDERSTANDING #3
Office Safety Protocols

The Employers and the Union, through the Joint Labour-Management and Occupational Health and Safety Committee, agree to update and regularly review a template Office Safety Protocol to ensure that all WorkSafeBC requirements are met and that all employees and MLAs have a common understanding of steps to be taken in the event of an incident occurring that affects or is likely to affect the safe operations of a constituency office.

The Employer and Union agree that work on the Safety Protocol will begin within 30 days of ratification and be completed within 90 days.

The Bargaining Chair may contact the Executive Director of Caucus directly at any time to address concerns about office safety.

MEMORANDUM OF AGREEMENT #1
Arbitrators

Corinne Bell
Mark Brown
Joan Gordon
Marguerite Jackson

MEMORANDUM OF AGREEMENT #2
Disclosure of Information

The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct their concern or allegation to the MLA.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the MLA, the employee may refer the matter in writing to the Executive Director of the BC New Democrat Caucus.

(c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.

(d) The Caucus Executive Director will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the Caucus Executive Director prior to proceeding to the next level of this process.

(e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the BC New Democrat Caucus Chair or Caucus Whip.

(f) These procedures do not relieve an employee from the requirements of their Oath of Office, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

MEMORANDUM OF AGREEMENT #3
Short and Long-Term Disability Benefits Summary

Within six months of ratification the Joint Labour-Management Committee will finalize a summary document describing the Short and Long-Term Disability Benefit provisions for BC Constituency Assistants.

MEMORANDUM OF AGREEMENT #4
Short and Long-Term Disability Plans Review

The Employer, through the NDP Caucus, will fund a working group consisting of up to three representatives of the Union, one of which will be a staff representative and up to three representatives of the Employer to review and recommend changes to short and long-term disability plans.

The working group will begin work no later than September 30, 2021 and will develop agreed-upon recommendations by no later than December 31, 2021.

Recommendations will be presented to the Legislative Assembly Management Committee by the NDP Caucus at the earliest available time following December 31, 2021.