

**COLLECTIVE AGREEMENT**

**between the**

**B.C. NDP CAUCUS**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2019 to June 30, 2022**

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**ARTICLE 1 - PURPOSE OF AGREEMENT****1.1 Purpose of Agreement**

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

**1.2 Value of Joint Discussion in All Matters**

The parties to this agreement share a desire to elect and maintain 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.

**1.3 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.

**1.4 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 - TERM OF AGREEMENT****2.1 Agreement Binding**

This agreement, subject to Article 2.6, shall be binding and remain in effect to midnight June 30, 2022.

**2.2 Notice for Collective Bargaining**

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 30, 2022.

Where no notice is given by either party prior to March 30, 2022 both parties shall be deemed to have been given notice under this section on March 30, 2022 and thereupon Article 2.3 of this agreement applies.

**2.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 2.2 of this agreement, the parties shall, within 60 days after notice was given, commence collective bargaining.

**2.4 Agreement Extended During Collective Bargaining**

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

**2.5 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.

## 2.6 Impact of Elections on Bargaining

- (a) In the event a provincial general election is in progress at the time of notice pursuant to Article 2.2 is given, or 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
- (b) In the event a federal general election is in progress at the time notice pursuant to Article 2.2 is given, or if such election is called during collective bargaining, then collective bargaining shall be suspended and resumed at the conclusion of 30 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.

## ARTICLE 3 - DEFINITIONS

Unless the context otherwise requires, in this agreement:

- (a) "*employee*" means a member of the bargaining unit.
- (b) "*employer*" means the British Columbia New Democratic Party Caucus;
- (c) "*part-time employee*" means a person working less than the hours of work for full-time employees;
- (d) "*regular employee*" means a person employed by the Employer in a position with no pre-determined termination date;
- (e) except as otherwise provided in this agreement, "*temporary employee*" means a person employed by the Employer with a pre-determined termination date, which may be either:
- (1) a specific date; or
  - (2) the completion of a specific task; or
  - (3) an event such as the adjournment of the Legislature or the return to work of a regular employee who has been absent.

## ARTICLE 4 - RECOGNITION

### 4.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees employed by the Employer and the New Democrat Leader of the Opposition except those employees identified in Article 4.1(b).
- (b) The following positions are excluded:
- (1) any persons employed for the primary purpose of exercising senior management functions and who have the power to hire and fire;
  - (2) persons employed in a confidential capacity in matters relating to labour relations; and
  - (3) personal staff of the Leader, hired by the Leader.
- (c) New positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by Article 4.1(b) or by mutual agreement.



- (d) The Employer agrees to protect the integrity of the bargaining unit.
- (e) Without limiting the generality of (d) above, the Employer agrees:

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;

- (1) not to replace included positions with excluded positions;
- (2) to furnish the Union with copies of job postings prior to commencement of recruitment for any new proposed excluded positions;
- (3) significant budgetary cuts will not result in disproportionate layoffs of bargaining unit staff in relation to excluded staff.

#### **4.2 Management Right**

The Union recognizes that the Employer has the right of management and direction of employees.

#### **4.3 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

#### **4.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee shall be forwarded to the President of the Union or their designate.

#### **4.5 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

#### **4.6 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;
- (5) for employees elected to a full-time position with the Union for a period of one year;

(6) for an employee elected to the position of President or Treasurer of the BC Government and Service Employees' Union;

(7) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted: to one employee who is a representative of the Union on the Bargaining Committee to carry on negotiations with the Employer.

(c) 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 5 - UNION SECURITY**

### **5.1**

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) classification and rate of pay;
- (3) member name;
- (4) gross wages for the period;
- (5) service start date;
- (6) work location and name;
- (7) member address, email and phone number;
- (8) if the member has ceased employment during the period (including reason for leaving and date).

- (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 1<sup>st</sup> of the succeeding year.

## **ARTICLE 6 - UNION RIGHTS AND PRIVILEGES**

### **6.1 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 employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
  - (1) The name, location and work telephone number of the steward; and
  - (2) An authorization form for union dues check-off.
- (c) Upon request the Employer shall advise the steward of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

### **6.2 Union Right to Select Stewards**

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

### **6.3 Stewards List to be Given to the Employer**

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

### **6.4 Notification of Steward Duties**

- (a) Stewards shall notify their supervisor before leaving their work to perform their duties as a steward. On resuming their normal duties such stewards shall so notify their supervisor. Leave for this purpose shall be with pay.
- (b) The Union agrees to make every effort not to have more than one employee off the job from any one department at any one time except in extraordinary or emergent circumstances.

### **6.5 Stewards' Duties**

The duties of the stewards shall include:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

- (c) attending meetings at the request of the Employer;
- (d) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (e) attending meetings called by management;

#### **6.6 Two Union Meetings Annually in Office Hours**

Two times in a 12 month period the Union may arrange during regular office hours meetings of up to 90 minutes at a time that is mutually agreeable to the Employer and the Union.

#### **6.7 Respect for Picket Line No Violation**

In recognition of our mutual commitment to trade union principles, failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

#### **6.8 Right to Participate in New Democratic Party**

- (a) Employees who are members of the NDP shall have all the rights of self-expression and participation within the British Columbia New Democratic Party and the New Democratic Party of Canada which are enjoyed by all members of the party.
- (b) 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.
- (c) A staff person who intends to seek a nomination for a municipal, provincial or federal elected position shall consult with their supervisor to ensure that there is no activity that places them in direct conflict with the duties of their employment and to make arrangements for a leave of absence provided for in Article 31.1.

#### **6.9 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

#### **6.10 Bulletin Boards**

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.

#### **6.11 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 employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

**ARTICLE 7 - UNION-EMPLOYER RELATIONS****7.1 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. The Employer also agrees to keep the Union fully informed of decisions regarding the allocation of funds within the budget approved by the Legislative Assembly Management Committee.

**7.2 Joint Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

It is the intention of the parties to meet monthly and to schedule regular meetings by mutual agreement.

**7.3 Meetings Not Precluded**

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

**7.4 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members of the staff 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 excluded designated supervisory official 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 or similar facility.

(d) The Employer agrees that access to its premises will be granted to Local Chairpersons, Vice-Presidents and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer or section concerned.

(e) Notwithstanding Clause 7.4(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice of their intention and purpose for entering the Employer's premises.

**7.5 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

**ARTICLE 8 - HARASSMENT****8.1 Discrimination and Harassment Under the Human Rights Code**

(a) *Purpose*

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*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, gender identity or expression and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

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.

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 Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

(b) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

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

(c) *Procedures*

- (1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized

that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(2) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Executive Director or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and department of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(5) The Executive Director or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Executive Director or such later date as may be mutually agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the Executive Director's decision may be considered as not having been determinative of the complaint.

(9) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(10) Pending the determination of the complaint, the Executive Director may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(11) The complainant will not be relocated without their agreement.

## **8.2 Personal Harassment**

All employees are entitled to work in an environment free from harassment. Personal harassment is offensive conduct directed to an individual personally which undermines their dignity and self-respect. Personal harassment also includes those circumstances when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

### ***Procedures***

(a) If there is an allegation of personal harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Executive Director or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The Executive Director shall provide the respondent with a copy of the complaint.

(c) The Executive Director or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within 30 days of providing notice to the Executive Director.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the Executive Director's response or when the response was due. The Panel will be comprised of two members each from the Employer and the Union, and a chairperson who shall be appointed jointly by the parties.

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause. The hearing shall be conducted in a manner consistent with the principles of natural justice, so as to give those involved a fair hearing. The Panel shall determine its own procedure and may admit any evidence deemed necessary or appropriate.

The Panel may:

(1) make findings of fact;



- (2) decide if, on the facts, harassment has occurred;
- (3) attempt to mediate a resolve.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

- (e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.
- (f) Disciplinary action taken by the Employer which is consistent with the recommendations of the Panel Chair shall not form the basis of a grievance.

## **ARTICLE 9 - CONTRACTING OUT**

### **9.1 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.

### **9.2 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 10 - POSTINGS**

### **10.1 Promotion From Within Affirmed**

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

### **10.2 Jobs to be Posted**

All new permanent jobs and all permanent job vacancies shall be posted internally for five working days. Except as otherwise provided in this agreement, all temporary job vacancies shall be posted internally for two working days.

### **10.3 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.
- (b) Temporary employees who have completed three 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 three months cumulative service has been accrued within 18 months.

**10.4 Employer Shall Fill Vacancies from Within**

The Employer shall fill 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 and experience, the employee with the greatest seniority shall be selected.

**10.5 Notification**

Employees who are unsuccessful applicants shall be notified within five days of the decision, and if so requested, be given reasons for their unsuccessful application in a timely manner.

**10.6 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 the announcement of the appointment. 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.

**10.7 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.

**ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE****11.1 Discipline Corrective and Progressive**

The Employer and the Union agree that the purpose of discipline is corrective and rehabilitative rather than retributive. Discipline shall normally be progressive.

**11.2 Discipline Only for Just Cause**

The Executive Director or designate may discipline, suspend or dismiss any employee only for just cause. In the event of a dispute over what constitutes just cause, the grievance procedure shall resolve the question.

**11.3 Written Notice of Suspension or Dismissal**

Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of such written notice shall be forwarded to the President of the Union within five days of the action being taken.

**11.4 Probationary Employees**

- (a) The Executive Director or designate may reject any probationary employee for just cause. 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) *Six Months' Probation*
  - (1) A new employee will be considered on probation until six months have elapsed from the date of starting work.

(2) Temporary 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) *Probationary Period May be Extended*

Where a probationary employee is absent for longer than 35 hours, the probationary period is extended by the length of the absence.

(d) *Employer to Advise Employee Standards to be Met*

The Employer or designate shall advise the probationary employee of the standards that must be met.

### **11.5 Employee's Right to Have Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions 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 staff representative present at any discussion with supervisory personnel which the steward believes may be the basis of disciplinary action taken against the steward.

### **11.6 Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspensions, adverse reports or employee appraisals, and failures to pass probation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. 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.

### **11.7 Onus**

When proceeding under this article, the onus of proving just cause shall rest with the Employer.

## **ARTICLE 12 - PERSONNEL FILES**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's file in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer or designate adequate notice prior to having access to such file.

## ARTICLE 13 - GRIEVANCES

### 13.1 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.

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

### 13.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated supervisor. 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.

### 13.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 13.4, must do so not later than:

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

### 13.4 Step 2

- (a) Subject to the time limits in Clause 13.3, 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 designated local supervisor through the union steward.
- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### 13.5 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.

### **13.6 Step 3**

The President of the Union or their designate, may present a grievance at Step 3 within:

- (a) twenty-one days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) twenty-one days after the Employer's reply was due.

### **13.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.

### **13.8 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3 the President or their 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.

### **13.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by email/fax with a request for a read receipt and acknowledgment of receipt.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were emailed/faxed to the appropriate office of the Employer or the Union, and received on the date that a read receipt and acknowledgment was sent in reply from the appropriate office of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **13.10 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.

### **13.11 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 Article 13 of this agreement.

**13.12 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Executive Director commencing at Step 3 within 30 days of the employee receiving notice of dismissal or suspension.

**13.13 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. 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.

**13.14 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.

**13.15 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.

(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 hearing pursuant to Article 13.13 as appropriate.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (i) The parties agree to notify each other of their intent to use a lawyer within a reasonable time frame prior to the hearing date.

#### **ARTICLE 14 - JOB SECURITY, SENIORITY, LAYOFF, AND BUMPING**

##### **14.1 Service with Employer Sole Criterion**

Service with the Employer shall be the criterion for seniority for the purpose of layoff and bumping only.

##### **14.2 Part-Time Service Cumulative**

Part-time employment shall count for seniority on a cumulative basis. Except as provided in Article 14.3 of this agreement, temporary employment shall count for seniority on a cumulative basis.

##### **14.3 Retention and Accumulation of Seniority**

- (a) Employees on leave with pay or parental leave shall accumulate seniority while on leave.
- (b) Employees on leave without pay shall accumulate seniority for the first 30 days and shall retain seniority thereafter while on leave.
- (c) Employees who are laid off or bumped shall retain seniority for a two year period.
- (d) For purposes of layoff and recall and other seniority related provisions of this agreement, if a temporary employee becomes a regular employee, their cumulative service shall be credited as seniority.

##### **14.4 Seniority in Excluded Positions**

Regular employees who are appointed to excluded positions with Caucus shall retain but not accumulate seniority, to a maximum of three months

- (a) for up to three months from the start of the above-mentioned service an employee shall be entitled to bump employees with less seniority in their former position or an equivalent one in the same classification;
- (b) at the completion of three months from the start of the above-mentioned service, the employee shall be entitled to be placed in order of seniority on a Former-Caucus-Service List (FCSL), with the right to return to work in the Caucus within the first four years providing the former position or an equivalent one in the same classification is vacant, and the posting procedures pursuant to Article 10.0 have been exhausted.

##### **14.5 Former Employees Working for Government**

A regular employee who terminates employment for government, Crown Corporation or ministerial service under a New Democratic Party administration shall retain and have the right to exercise seniority on the following basis:

- (a) for up to three months from the start of the above-mentioned service an employee shall be entitled to bump employees with less seniority in their former position or an equivalent one in the same classification;
- (b) at the completion of three months from the start of the above-mentioned service, the employee shall be entitled to be placed in order of seniority on a Former-Caucus-Service List (FCSL), with the right to return to work in the Caucus within the first four years providing the former position or an equivalent one in the same classification is vacant, and the posting procedures pursuant to Article 10.0 have been exhausted.

#### **14.6 When Seniority Is Lost**

An employee will lose their seniority if that employee:

- (a) is terminated for just cause;
- (b) voluntarily abandons their position;
- (c) is on layoff for more than two years;
- (d) is on the FCSL for more than four years;
- (e) is unavailable for or declines two employment offers (in the case of temporary, part-time, laid off or bumped employees). Such offers will be made by registered mail to the employee's last known address.

#### **14.7 Seniority List**

The Employer agrees to provide the Union with a seniority list on March 31<sup>st</sup> and September 30<sup>th</sup> of each year. Any disagreement regarding the accuracy of the list shall be resolved through the grievance procedure.

#### **14.8 Employer's Commitment to Ensure Employment**

Subject to Clause 14.9 the Employer shall make all reasonable efforts to ensure employment for employees whose continuing employment is threatened as a result of sudden reductions in the Caucus budget or internal changes.

#### **Layoff Notice and Alternatives to Layoff:**

- (a) If layoffs become necessary, the Employer will give 30 calendar days' notice in writing to the employees affected and to the Union.
- (b) Layoffs shall be in the reverse order of seniority in the work classification affected.
- (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) The Employer and the Union agree to work to minimize layoffs. The Employer and the Union shall meet to establish and agree upon the Employer's requirements by department.
- (e) Without limiting the generality of (d), each department shall meet and consider whether it is possible to meet the Employer's requirements voluntarily by a combination of any or all of the following:
  - (1) part-time working, in which employees will work less than 35 hours weekly;
  - (2) seasonal working, in which employees will work for part of the year at 35 hours per week;
  - (3) voluntary layoffs, or
  - (4) job sharing.



- (f) Where a department submits a proposal that meets the Employer's requirements, the Employer shall implement it.
- (g) Nothing in this article precludes an employee from exercising bumping rights in accordance with Article 14.10.

#### **14.9 Laid Off Employees May Bump**

Employees who are laid off have the right to bump employees in other work classifications with less seniority, subject to being able to perform satisfactorily the work required. Employees who choose not to exercise their bumping rights shall continue to enjoy full rights to recall in accordance with 14.10 of this agreement. The employee must declare their intention to bump within five working days of receipt of layoff notice and the bumping must be initiated within the subsequent five working days.

#### **14.10 Seniority Retained and Recall Right**

- (a) A regular employee who has opted for participation in an Alternative to Layoff Plan, Article 14.8, shall have access to any additional hours that become available up to the equivalent of a full-time employee in their work classification. Such offerings will be on the basis of seniority and will not be posted.
- (b) A regular employee not working full-time on a permanent basis shall be offered any vacant full-time position, in their classification, before the provisions of Article 14.10(e) are accessed.
- (c) Upon confirmation that any persons eligible for recall under Article 14.10(e) have been offered work, any such positions shall be posted internally before Article 14.5 applies.
- (d) Employees who are laid off or bumped will continue to retain seniority for a two year period and will be placed in order of seniority on a recall list. For a two year period following layoffs or bumping, an employee who has bumped, been laid off or has been bumped will have the opportunity to return to a job in their former work classification if such a job becomes available. Such offerings will be on the basis of seniority and will not be posted as long as there are eligible and qualified employees on the recall list who are prepared to accept the job offer.
- (e) Employees on layoff shall be recalled before any positions for which they are qualified are filled by any other means.
- (f) Temporary employees who have completed six months cumulative service in a classification within 18 months, and with no break in service greater than nine months continuous, will have the opportunity to return to a temporary job in their former work classification if such a job becomes available. Such offerings will be on the basis of cumulative service and will not be posted as long as there are eligible and qualified temporary employees who are prepared to accept the job offer.

#### **14.11 New Jobs Shall be Posted**

New jobs shall be posted internally. Present employees and employees on the seniority list who are on layoff and who have been bumped and who wish to apply must be considered before outside applicants. Such employees shall be notified in writing of all new job postings.

#### **14.12 Notice of Termination of Employment**

Employees shall be encouraged to provide 14 calendar days notice upon termination of employment.

### **ARTICLE 15 - JOB SHARING AND SALARY DEFERRAL**

#### **15.1 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.

## 15.2 Salary Deferral Leave of Absence to be Established

The Employer and the Union agree to establish a self-funded, salary-deferral leave of absence, pursuant to Regulation 6801 of the *Income Tax Act*.

## ARTICLE 16 - HOURS OF WORK

### 16.1 Thirty-five (35) Hour Week, Hours by Agreement

The regular workweek for all full-time employees shall be 35 hours, with the hours being arranged by mutual agreement.

### 16.2 Work Schedules

During session the Employer and the Union agree to the following provision of a modified workweek.

Regular employees excluding those employees covered under Article 17.1 may work up to an additional hour per day Monday through Thursday inclusive. Employees may commence up to one hour prior to the normally scheduled hours and finish up to one hour past the end of the regular scheduled shift. Such hours will be banked at straight-time rates and scheduled out of session by mutual agreement.

Notwithstanding the foregoing, the parties agree that employees may schedule time off Friday afternoon during session by mutual agreement.

The Employer and the Union agree that by mutual agreement a modified workweek can be implemented outside of session.

### 16.3 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.

### 16.4 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 be in writing and 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 17 - OVERTIME

### 17.1 Time in Lieu of Overtime

- (a) The parties to this agreement recognize that the normal responsibilities require staff occasionally to work outside regular office hours and on days which are not regular working days. In this article, the

phrase "*normal responsibilities*" is taken to mean work activities related to the job classification and includes extended hours on regular working days as required for the timely completion of work.

(b) In recognition of working outside regular office hours on regular working days, fulfilling normal responsibilities, the Employer agrees to provide research and communications officers with 17 days' compensation, the Whip's Assistant and the Legislative Assistant/Office Coordinator each six days' compensation, any portion of which may be taken as leave with pay or in cash payment at the employee's option. The scheduling of any days of leave shall be conducted in a manner consistent with Clause 19.1. In exceptional circumstances, the designated supervisor may grant additional days' leave with pay in lieu under this clause.

(c) In recognition of working outside regular office hours on regular working days, fulfilling normal responsibilities, the Employer agrees to provide the Government Events Coordinator/Deputy Speaker's Assistant eight days' compensation and the Government Whip's Assistant 22 days compensation, any portion of which may be taken as leave with pay or in cash payment, at the employee's option. The scheduling of any days of leave shall be conducted in a manner consistent with Clause 19.1. In exceptional circumstances, the designated supervisor may grant additional days' leave with pay in lieu under this clause. These positions and the associated overtime provisions are specific to periods when the BC NDP is in Government.

(d) This overtime package is made available on the understanding that employees in (b) and (c) are expected to be available beyond regular hours, especially when the Legislature is in session. It is understood that these employees will be available at the request of their supervisor or MLA through the supervisor beyond regular hours in order to accomplish emergent and essential tasks, but also that no unreasonable demands can be made on any employee. It is also understood that research and communications officers will, at their own initiative, work beyond normal working hours.

(e) In recognition of employees in (b) and (c) working on days other than regular working days fulfilling normal responsibilities, the Employer agrees to compensate such overtime at the rate of double-time. All such overtime shall be pre-authorized by the employee's director.

## **17.2 Other Overtime**

Employees not covered by 17.1 who work overtime shall be reimbursed at the rate of time and a 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 out to the nearest one-half hour. All overtime shall be pre-authorized by the designated supervisor.

## **17.3 Time to be Taken in Year Earned**

Any days of paid leave associated with Clause 17.1 or Clause 17.2 shall be taken within the calendar year in which they are accumulated. This provision may be waived by mutual agreement in exceptional circumstances.

## **17.4 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.

## **17.5 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 Article 22.2, travel expenses.

## ARTICLE 18 - ANNUAL VACATION ENTITLEMENT

### 18.1 Vacation Entitlement Increases with Service

Annual vacation entitlement shall be based on Caucus, BC Government and Ministerial service:

- (a) 1 to 2 years' service ..... 20 working days
- (b) 3 to 5 years' service ..... 25 working days
- (c) 6 to 10 years' service ..... 25 working days + an additional day for every year service above 5
- (d) 11 to 19 years' service ... 30 working days + an additional day for every 2 years' service above 10
- (e) 20+ years' service ..... 35 working days

"Service with the Caucus" includes employment with the B.C. New Democrat Caucus, as political or public service staff in a BC NDP government and in the service of a Member of the Legislative Assembly Constituency Office.

### 18.2 Part-Time Employees Receive Proportion

Part-time regular employees shall receive vacation proportionate to the hours worked.

### 18.3 Temporary Employees 6% in Lieu of Vacation

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

### 18.4 Regular Employees With Less Than 1 Year

Notwithstanding Article 18.1, 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 31<sup>st</sup>, to be scheduled by mutual agreement.

### 18.5 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.

### 18.6 Leave Records

By January 31<sup>st</sup> of each year, employees shall receive their current leave entitlement in writing. At any time during the year, employees may request a vacation and leave entitlement summary. The summary shall be provided to them within 10 working days of the request being submitted.

## ARTICLE 19 - VACATION LEAVE AND CALLBACK

### 19.1 Vacation Leave

- (a) The Employer and the Union agree that employees shall not be restricted in their selection of vacation leave other than as defined in (b) and pursuant to Clause 19.2.
- (b) Employees will be restricted in the scheduling of vacation leave of up to two days each, in the spring and fall, in weeks when the legislature is sitting.
- (c) Notwithstanding the foregoing an employee will be able to schedule vacation should a special or unusual circumstance arise.

(1) 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.

(2) In the case of a dispute as to what defines a special or unusual circumstance, the matter will be forwarded to the Executive Director for dispute resolution within three days. The Executive Director will respond in writing within five days.

### **19.2 Vacation Preference Based on Seniority**

(a) A preference in selection of vacation time shall be determined in each classification on the basis of service seniority with the Caucus.

(b) Employees shall exercise their seniority rights for the choice of their first vacation period prior to March 15<sup>th</sup>. Seniority shall prevail in the choice of the second vacation period, but only after all other employees in the classification unit have selected their first vacation period, by the above noted deadline.

### **19.3 Vacation Schedules**

(a) Vacation requests shall be submitted in writing to the employee's designated manager by March 15<sup>th</sup>. An initial vacation schedule will be posted in the holiday calendar by March 31<sup>st</sup>. In the event of a dispute or delay in the vacation schedule, the employee or a steward on the employee's behalf may ask in writing for a response within seven days of March 31<sup>st</sup>. If such a response is not forwarded within seven days of receipt of the request, the vacation is deemed to be approved.

(b) If an employee wishes to take vacation prior to March 31<sup>st</sup>, the employee shall make a written request to their manager at least 10 days prior to vacation time desired. In these instances seniority is taken into consideration, in case of a dispute between conflicting requests.

(c) An employee who does not exercise their seniority rights in accordance with the prior provisions contained in Clause 19.3(a), shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(d) The Employer shall make every effort to contact absent employees in order to establish such employees preference for a vacation.

(e) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

(f) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.

(g) An employee may carry over a maximum of 10 vacation days into the following year. The total number of days carried over shall not exceed 10 days.

### **19.4 Callback Only in Emergency**

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

### **19.5 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.

**19.6 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.

**19.7 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 28, 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.

**19.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the *Public Service Superannuation Act* or who has reached retiring age, shall be granted full vacation entitlement for the final year of service.

**19.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon death, to the named beneficiary, or to the employee's estate.

**ARTICLE 20 - TECHNOLOGICAL CHANGE****20.1 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.

**20.2 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.

**20.3 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.

**20.4 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 20.3:

- (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 21 - OCCUPATIONAL HEALTH AND SAFETY

### 21.1 Conditions

The BCGEU 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, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

### 21.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

### 21.3 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) Where warranted, and where an employer has locations in more than one geographic area, a separate joint safety and health committee may be established for each of those geographic areas\*  
*Geographic Area: A group of communities where it is practical for multiple locations to meet together.*
- (c) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (d) Committee membership shall be as follows:
  - (1) the Committee shall be comprised of a minimum of one member appointed by the Union and one member appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
  - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary shall be an employee member, and vice versa.

- (e) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this committee. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay.
- (f) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.
- (g) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (h) Each union committee member is entitled to an annual educational leave totaling eight hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

#### 21.4 Unsafe Work

- (a) An employee may exercise their 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.

#### 21.5 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.

#### 21.6 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.

### ARTICLE 22 - RATES OF PAY

#### 22.1 Salary Schedule

- (a) Employees shall receive a salary increment on the anniversary of the employee's appointment, promotion or reclassification to their current position, within their salary range.
- (b) The following biweekly salary schedule shall be in effect from July 1, 2019:

Classification	Step	Adjusted Scale July 1, 2019	July, 2019 2%	July, 2020 2%	July, 2021 2%
Office Assistant/ Receptionist	1	1544.00	1574.88	1606.50	1638.50
	2	1578.80	1609.56	1641.75	1674.59
	3	1647.00	1679.94	1713.54	1747.81
Legislative Assistant; Administrative Coordinator/Reception	1	1715.46	1749.77	1784.77	1820.46
	2	1835.46	1872.17	1909.61	1947.80
	3	1954.76	1993.86	2033.73	2074.41
	4	2009.50	2049.69	2090.68	2132.50
Legislative Assistant/ Office Coordinator; Communications Assistant; Research Assistant; Whip's Assistant	1	1819.28	1855.66	1892.78	1930.63
	2	1946.92	1985.86	2025.58	2066.09
	3	2073.47	2114.94	2157.24	2200.38
	4	2131.53	2174.16	2217.64	2261.99



Classification	Step	Adjusted Scale July 1, 2019	July, 2019 2%	July, 2020 2%	July, 2021 2%
Research Officer; Communication Officer; Research and Communications Officer; Government Events Coordinator; Deputy Speaker Assistant; Government Whip's Assistant	1	1977.97	2017.53	2057.88	2099.03
	2	2118.52	2160.89	2204.11	2248.19
	3	2256.22	2301.35	2347.37	2394.32
	4	2319.40	2365.78	2413.10	2461.36
Senior Research Officer; Senior Communications Officer	1	2446.21	2495.14	2545.04	2595.94
	2	2626.57	2679.10	2732.68	2787.34
	3	2764.81	2820.11	2876.51	2934.04
	4	2840.90	2897.72	2955.67	3014.78
Supervisor, Communications; Supervisor, Research	1	2678.09	2678.09	2731.65	2786.29
	2	2847.61	2847.61	2904.56	2962.65
	3	3057.56	3057.56	3118.71	3181.09

Step increases will occur annually on the anniversary date.

## 22.2 Travel Expenses

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

- (a) mileage for the use of employee's personal vehicle
- (b) parking
- (c) which is mutually agreeable to the Employer and the employee
- (d) air-fare and other travel costs as approved
- (e) meal allowance; and
- (f) reasonable receipted childcare costs.

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

## ARTICLE 23 - CLASSIFICATIONS & RECLASSIFICATIONS

### 23.1 Classification Specifications

The Employer agrees to supply each employee with a copy of their current job description within two weeks if requested. The Employer will consult with incumbent employees and the Union in the development or change of job descriptions.

### 23.2 Classification and Salary Determination

(a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed by the parties, the Employer may implement the classification and attach a salary. The matter may then be referred to a Classification Referee pursuant to Article 23.3(f)(g) of this agreement, or as determined by the Classification Referee. The new rate of pay shall become effective on a date agreed upon by the parties or as determined by the Classification Referee.

(b) When a new classification is to be covered by this agreement, the Employer will give written notice to the Union 30 days prior to the time the classification is to be established. Negotiations shall commence 14 days after written notice is received to deal with the rate of pay for the classification.

### 23.3 Classification Appeal

An employee shall have the right to appeal the evaluation of the position they occupy through the Union.

- (a) If an employee believes that the position they occupy is improperly evaluated, they shall discuss the evaluation with their immediate manager.
- (b) The manager shall, upon request, provide the employee with a copy of the job description.
- (c) Upon request the employee and their immediate manager shall discuss this job description by comparison with the official classification specification, if available.
- (d) If there is a dispute between the manager and an employee concerning the evaluation of their position, or if the employee believes there is a conflict between their job description and the official classification specification, the employee may request in writing a review to be performed by the Executive Director or their designate and a staff representative of the Union or their designate. The aforementioned review shall be completed within 60 days of submission. The employee may be required to complete a job description preliminary draft to assist in this review. The employee may request and receive a full explanation of the review from the Employer.
- (e) Where a position is re-evaluated, the rate of pay for the position shall be effective the date the written review request was received by the Executive Director.
- (f) If the above procedure does not lead to a satisfactory resolution, the matter may be submitted to a mutually agreed to classification referee, who shall make a recommendation to the parties in accordance with the procedures agreed to by the parties for this purpose. The referee shall make every effort to render their recommendation to the parties within 30 days of receipt of the dispute.
- (g) The parties shall jointly agree upon a list of Referees who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Article 23.
  - (1) The Classification Referees shall be taken from the list of arbitrators in Appendix 1.
  - (2) The Referee shall be assigned to Hearings depending upon availability, on a rotating basis from the list of Referees.
- (h) Where a classification appeal is filed or a determination under Article 23.2 is required, either party may use the classification series contained within the Provincial Government Employer's collective agreement, to establish a new classification and/or rate.

### 23.4 Rates of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate in the salary schedule which is more than 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

### 23.5 No Salary Reduction if Position Reclassified

An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee.

### 23.6 Blue Circling

Any employee whose salary has been protected by Clause 23.5 shall receive 50% of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of their classification equals or exceeds the salary which they are receiving.

**23.7 No Protection for Excluded Employees**

This article shall not apply to excluded employees who return to the bargaining unit.

**23.8 Substitution**

Where an employee within the bargaining unit is temporarily assigned to duties of a supervisory or higher paying position within the bargaining unit and will be paid the supervisor's or higher paying position's rate of pay.

**23.9 Relief in Position Outside Bargaining Unit**

- (a) Where an employee within the bargaining unit is temporarily assigned to duties of a supervisory or higher paying position within the bargaining unit, that employee will be paid the supervisor's or higher paying position's rate of pay.
- (b) When the Employer is assigning such positions, the Employer will ensure consideration is given to current employees.

**ARTICLE 24 - SEVERANCE PAY****24.1 Severance Pay in Lieu of Recall Rights**

A laid off employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned and waives all rights of recall.

**24.2 Rates of Severance Pay**

A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay as follows:

- (a) less than three years of service - two weeks' pay per year of service;
- (b) three or more years of service - three weeks' pay per year of service.

up to a maximum of 26 weeks when severance is voluntary and 52 weeks when severance is involuntary.

**24.3 Severance Training Allowance**

- (a) In addition to the annual training allowance budget the Employer agrees to provide a training and/or counselling allowance to employees laid off following an election as follows:

Less than three years of service..... up to \$1,500  
Over three years of service..... up to \$3,000

- (b) Employees who are laid off following an election must indicate to the Employer their intention to enrol in a training program within sixty days of layoff.
- (c) Upon proof of registration in an education, training or counselling program the Employer shall pay the employee the severance training allowance pursuant to this article.

**24.4 Service Defined**

"Service" means employment with the BC New Democrat Caucus, as political or public service staff in a BC NDP government and in the service of a Member of the Legislative Assembly Constituency Office. Periods for which previous severance was received will be deducted from this calculation.

## **ARTICLE 25 - PROMOTIONS AND TRANSFERS**

All employees promoted or transferred shall remain in the job for a trial period of three months at the appropriate rate of pay in accordance with Article 22, so long as it does not constitute loss in pay. If at the end of the trial period the employee or Employer is not satisfied, the employee shall have the right to return to the position previously held, or to another, mutually agreeable position with the Employer at a rate of pay no less than the rate prior to the transfer or promotion.

## **ARTICLE 26 - PAID HOLIDAYS**

### **26.1 Paid Holiday Entitlement**

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

and one floating day, the scheduling of which shall be arranged off-Session by mutual agreement.

### **26.2 Future Paid Holidays**

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.

### **26.3 Paid Holiday Not Vacation**

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

### **26.4 Temporary Employees Eligible**

The provisions of this article shall apply to temporary employees.

## **ARTICLE 27 - SHORT-TERM ILLNESS AND INJURY AND HEALTH & SOCIAL BENEFITS**

### **27.1 Benefit Plans**

The parties to the collective agreement agree that the following enumerated items are conditions of employment:

- (a) *Medical Services Plan* - Effective January 1, 2020, basic medical insurance premiums paid by the Employer will be replaced by the Employer Health Tax, the cost of which will be paid by the Employer.
- (b) *Group Life Insurance Plan* - The Employer shall provide basic coverage which is mandatory for eligible employees under the plan offered through the Legislative Assembly of BC.
- (c) *Group Aviation Accident Insurance* - As members of the Legislative Assembly benefit plans, caucus employees are covered under the same terms of employees of the BC Public Service Agency.
- (d) *Pension Plan* - Participation in the Public Service Pension Plan is mandatory for all eligible employees.

- (e) *Extended Health & Dental Plan* - the Employer shall pay the monthly premium for eligible employees who opt for coverage under the plan offered through the Legislative Assembly of BC.
- (f) *Short-Term Illness and Injury Plan*
- (g) *Long-Term Disability Plan*

## **27.2 Short-Term Illness and Injury Plan Scope**

All regular employees are covered by a short-term illness and injury plan, from the employer budget, as follows:

- (a) Sick leave credits with pay shall be granted on the basis of one day per month. The 12 sick leave days can be accessed at the beginning of each year. If an employee resigns during the year the sick leave time that has been used shall be prorated and the Employer shall have the right to reclaim any time not earned.
- (b) A probationary employee is entitled to earn and use sick leave credits on the same basis as non-probationary employees, except that if the probationary employee ceases to be employed beyond the probationary period, the cost of the credits used shall be deducted from the last paycheque.
- (c) Sick time shall be cumulative up to 24 days.
- (d) Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The Employer may request a medical certificate and shall reimburse the employee for the cost of the certificate. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify their supervisor as promptly as possible of any absence from duty because of sickness and employees must notify the supervisor prior to their return.
- (e) All regular employees are eligible for a short-term disability plan based on length of service:
  - (1) *Three - Six Months' Active Service*: Benefits equal to 15 weeks or 75 working days, consisting of up to six days at full pay or what remains of the sick leave credit entitlement, and the remainder at two-thirds of regular pay not to exceed \$485 or the EI maximum weekly sickness benefit, whichever is greater. Cost borne by the Caucus budget. At employee's option, one-third day vacation entitlement may be used to raise the above two-thirds pay level to 100%.
  - (2) *Over Six Months Active Service* - maximum six calendar months, consisting of up to twelve 12 days at full pay or what remains of the sick leave credit entitlement and remainder at 75% of regular pay. Cost borne by Caucus budget. At employee's option, one-quarter day vacation entitlement may be used to raise the above three-quarter pay level to 100%.

## **27.3 Amount in Lieu of Health and Social Benefits**

In lieu of health and social benefits, temporary employees and regular employees who are not yet eligible for coverage under Clause 27.1 will receive compensation based on the BCGEU Public Service Agreement amounts per biweekly pay period. Temporary employees will be eligible for the benefits enumerated in Article 27.1 after completion of probation, as defined in Article 11.4.

## **27.4 Health & Social Benefits**

Regular employees shall be entitled to the benefit plans, as provided by the modification or cancellation of the benefits receivable as enumerated in Article 27.1 and elsewhere in the agreement, the parties to the agreement shall meet promptly, and they shall use their best efforts to negotiate provisions to supplement, replace, or otherwise accommodate those which have been downgraded or terminated. The

Employer undertakes to inform the Union of any such modification or cancellation of benefits as enumerated in Article 27.1 and elsewhere in the agreement as soon as they are known to be in prospect.

### **27.5 Health Spending Account**

Employees shall be reimbursed for receipted eligible medical expenses, as prescribed by the *Income Tax Act*. The maximum reimbursement, including those for dependents shall be \$300 per year.

### **27.6 Fitness Allowance**

The Union and the Employer recognize that a healthy lifestyle among caucus staff will enhance the quality of services delivered and the quality of work life for employees. To these ends, the Employer will reimburse employees for receipted expenses up to \$250 for fees to a gym, fitness centre, community centre, sports facility or fitness exercise equipment, once per year, effective the date of ratification.

## **ARTICLE 28 - SPECIAL LEAVE**

### **28.1 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 three months of employment 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.

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:

- (c) *Employee's marriage* - five days;
- (d) Serious illness of a dependent child or dependent 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 three 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;
- (e) For ill family members, as defined in Article 28.1(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 two days 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 (b) or (c).
- (f) *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 or partner equivalent, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (3) In the event of the death of the employee's grandparents, grandchild, 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) In recognition of unique circumstances, employees may request general bereavement leave of a maximum of two days on a one-time-only basis.
- (5) 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.
- (g) Serious household or domestic emergencies - up to one day;
- (h) Attend funeral or memorial service as pallbearer or mourner - one-half day; to be used annually.
- (i) *Moving Leave* - An employee shall qualify for up to one day Special Leave annually if they are obliged to move their household furniture and possessions during normal working hours.
- (j) *Medical and Dental Leave*
- (1) The employee is required whenever possible to give reasonable notice to their supervisor of medical/dental appointments.
- (2) Where it is not possible to schedule a medical and/or dental appointment for an employee or dependent 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.
- (3) Repetitive use of medical or dental appointments may require a doctor's or dentist's certificate. The cost will be borne by the Employer.
- (k) Court appearance for hearing of an employee's child - one day.
- (l) *Family Responsibility Leave* - An employee is entitled up to five days of leave during each employment year to meet responsibilities related to
- (1) the care, health or education of a child in the employee's care, or
- (2) the care or health of any other member of the employee's immediate family. This leave can be taken in half day increments.
- (m) 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.

## **28.2 Leave for Court Appearances**

- (a) The Caucus 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 Caucus all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Caucus.
- (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.

### **28.3 Other Leave by Mutual Agreement**

Other leave with pay may be granted by mutual agreement.

### **28.4 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.

### **28.5 Pre-Retirement Leave**

An employee scheduled to retire and to receive a superannuation allowance under the *Public Service Superannuation Act*, or who has reached the mandatory retiring age, shall be entitled to:

- (a) a special paid leave for a period equivalent to 50% of their accumulated sick bank credit, to be taken immediately prior to retirement; or
- (b) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.
- (c) For the purposes of this article sick bank credit means credit accumulated prior to January 1, 1978 which has not been utilized prior to retirement.

### **28.6 Retirement Allowance**

Upon retirement from service, an employee who has completed 20 years of cumulative service, and who under the provisions of the *Public Service Superannuation Act* is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years, but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary.

### **28.7 Compassionate Care**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

### **28.8 Child Disappearance Leave**

An employee is entitled to a leave of absence without pay of 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*. There shall be no interruption in the accrual of seniority or eligibility of benefits.

## **ARTICLE 29 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **29.1 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 and expected commencement of maternity leave. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The Employer will, upon the request of the Employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

## **29.2 Parental Leave**

- (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 29.1;
  - (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.

## **29.3 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to Clauses 29.1 and 29.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

## **29.4 Benefit Waiting Period Allowance**

- (a) An employee who qualifies for and takes leave pursuant to Clauses 29.1 and 29.2 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 85% of the employee's basic pay.
- (b) An employee who qualifies for and takes leave pursuant to Clauses 29.1 or 29.2 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.

## 29.5 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 29.1 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 85% of the employee's basic pay.

## 29.6 Parental Leave allowance

- (a) An employee who qualifies for parental leave pursuant to Clause 29.2 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.

## 29.7 Benefits Continuation

For leaves taken pursuant to Clauses 29.1 and 29.2, 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.

## 29.8 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity or parental 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 or parental leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clause 19.2(b) and 19.8, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 29.1 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 29.6.

Notwithstanding Clause 19.2(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 or parental 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.

### **29.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 29.1 or 29.2 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 29 - Maternity/Parental/Adoption Leave or Clause 29.12 - Extended Childcare Leave, or if they do not return to work after giving such notice.

### **29.10 Maternity and/or Parental Leave Allowance Repayment**

(a) To be entitled to the maternity, parental and/or benefit waiting period allowances pursuant to Clauses 26.4, 26.5 and/or 26.6, 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 29.4, 29.5 and/or 29.6 above on a pro rata basis. This may be waived by mutual agreement.

### **29.11 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or dependent 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.

### **29.12 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 29.1 and 29.2, 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.

## ARTICLE 30 - EDUCATIONAL LEAVE

### 30.1 Role of the Union Management Committee

(a) Where the Employer requires an employee to attend courses, as per Article 31.2 the Joint Union Management Committee shall receive process and coordinate any such requests. In addition, the Committee shall:

Maintain a list of job related training courses, and a list of courses related to professional development. These could include University or Community College extension credit or non-credit courses, adult education classes distance education, training or certification programs conducted by professional or trade organizations, seminars workshops or conferences.

(b) Where an employee accesses training under Article 31.6 the Committee shall receive, process and coordinate any requests for training under Article 31.6. The Committee shall not have veto power over any such requests, except where the employee has exceeded their annual amount allowed under Article 31.6(c).

### 30.2 When Employer Pays for Courses

When the Employer requires employees to attend courses, seminars, or conferences, the Employer shall bear the costs associated with attendance. The costs shall include tuition and/or registration fees, costs of books or other educational materials required, and also where required, travel costs and childcare costs. Required attendance shall be considered part of the normal work responsibilities of the employee. When this involves time outside regular office hours, the provisions of Article 17 shall apply.

### 30.3 Part-Time Education Leave Without Pay

Employees shall be granted leave without pay for up to the equivalent of one day per week as education leave upon approval of the employer. No more than one employee from each department shall be granted leave at one time, except by mutual agreement. Seniority shall prevail.

### 30.4 Full-Time Education Leave Without Pay

Employees, with at least five years seniority shall have the right to take up to one year unpaid educational leave, with possible further extensions at mutual agreement, and shall have the right to return to their former positions or positions of equal rank and pay. No more than one employee from each department shall be granted leave at one time, except by mutual agreement. Seniority shall prevail.

### 30.5 Employee Benefits May Continue During Leave

During the period of any unpaid educational leave, subject to arrangements with the Legislative Comptroller's Office, employee benefits may be continued by agreement between the employee and the Legislative Comptroller's Office.

### 30.6 Training , Skills and Education Upgrading Supported

(a) The Employer agrees to provide an each regular employee with an annual training allowance of up to \$1000. The budget is for employees training and education programs relevant to employment in caucus or New Democratic Party government, at the request of the employee.

(b) Request for training and/or education shall be submitted to the Manager in writing. Any such requests shall include the educational institution and course description.

(c) Decisions on requests for training and/or education shall be given to the employee within 10 working days of receipt. Disputes of an employer decision will be dealt with by JUMC.

(d) Within 30 days of receiving request and confirmation of registration, the Employer shall reimburse the employee the tuition and costs (as defined in Article 30.2). An employee may attend more than one course per year but cannot exceed the maximum of \$1000 dollars per year.

(e) An employee must provide confirmation of completion of the course within 60 days of completion. If an employee fails to complete the course they shall reimburse the Employer 50% of the tuition and costs under Article 30.6.

## ARTICLE 31 - OTHER LEAVE WITHOUT PAY

### 31.1 Leave for Election, Union and Elected Office

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

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year;
- (c) for employees elected to a public office for a maximum period of five years;
- (d) First Nation or other Indigenous election for a maximum period for four years.

### 31.2 Other Leave Up to One Year

Extended leave for reasons other than those covered in 31.1 or Articles 29 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.

### 31.3 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 immediate supervisor.

## 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 it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 32.2(a) 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 experienced 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 Clause 32.3(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 Clause 32.4(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 caused by the violence; or

(2) To obtain services for the employee or the employee's child in 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 32.4 (Domestic Violence Leave). Leave taken under Clause 32.4 (Domestic Violence Leave) 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 (Domestic Violence Leave) 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 - CO-OPERATIVE EDUCATION TRAINING PROGRAM**

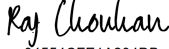
The purpose is to establish the salary rate and working conditions for students hired under the Co-operative Education Training Program within the New Democrat caucus.


- (a) Employees hired under the Co-operative Education Training Program will be considered temporary employees and receive the appropriate benefits as per this agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.
- (c) Co-op education will be considered supernumerary to the established workforce
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with the Caucus Workers agreement at Step 1 of the Office Assistant/Receptionist for undergraduate student placements and Step 1 of the Legislative Assistant classification for graduate student placements.
- (f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.
- (g) Employees hired under the Co-operative Education Training Program shall be assigned work that augments their field of study.
- (h) Co-op students will be considered internal for the sole purpose of applying on competitions only for a period of nine months after the successful completion of their co-op term, including successful completion of a six-month probationary evaluation.

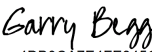
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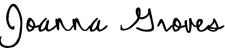
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President

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Raj Chouhan, MLA  
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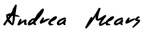
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Garry Begg, MLA  
Surrey-Guildford

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Joanna Groves  
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Roseanne Moran  
Executive Director

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Noah Mitchell  
Bargaining Committee

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Andrea Mears  
Staff Representative

Dated this \_\_\_\_\_ day of June 7, 2021, 20\_\_\_\_\_.



**APPENDIX 1**  
**Arbitrators Call List**

Elaine Doyle  
Vince Ready  
Joan Gordon  
Marguerite Jackson

This is a list of arbitrators that will hear all disputes of an arbitral nature.

**LETTER OF UNDERSTANDING 1**  
**Relocation**

It is understood by the parties that employees shall not be required to relocate from one geographic location to another.

**LETTER OF UNDERSTANDING 2**  
**Legislative Assistant Assignments**

Management recognized the interdependencies of Legislative Assistants (LA)/Member of Legislative Assembly (MLA) assignments and MLA workload requirements and expectations, including extra responsibilities within caucus and government.

LA assignments will be discussed between the individuals involved before implementation. Every attempt will be made to arrive at LA assignments which are agreeable to all parties involved.

**LETTER OF UNDERSTANDING 3**  
**Work Assignments**

The Union and the Employer will refer to JUMC to create within the Employer a skill database inventory.

The purpose of the skill database inventory is for employees in the bargaining unit to have the opportunity to work on projects that arise and that fall within the bargaining unit. The inventory will be created as soon as practical.

**LETTER OF UNDERSTANDING 4**

Within 120 days of the ratification of the collective agreement, the parties agree to meet and discuss the application of an electronic system through which the members would be able to have immediate access to their leave entitlements.

**LETTER OF UNDERSTANDING 5**

The parties agree that they shall meet within 120 days of ratification to discuss a process for members to gain feedback and discuss skills, training and opportunities for career advancement.

**LETTER OF UNDERSTANDING 6  
Flexible Work Arrangements**

The Employer agrees to explore alternate work arrangements that fit within operational requirements with the Union. This can include but not be limited to work locations, hours of work and employee schedules.

Alternate work arrangements will be reviewed at each meeting of the Joint Union Management Committee.

**LETTER OF UNDERSTANDING 7  
Cell Phone Expenses**

The Employer will provide the following expense reimbursement for staff use of cell phones in the course of their employment.

Research and Communications Officer, Government Whip's Assistant, Government Events Coordinator, Whip's Assistant, Legislative Assistant/Office Coordinator:

- 50% or \$50 monthly, whichever is less.

Legislative Assistants, Communications Assistant, Research Assistant, Administrative Coordinator/Receptionist:

- 25% or \$25 monthly, whichever is less.

The Employer will not cover additional costs for plans that include family members, data overages or interest charges on unpaid balances.