

**RATIFICATION DOCUMENT**

**between**

**BC NDP MLA's (CONSTITUENCY ASSISTANTS)**

**and the**

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

**September 21, 2021**

**E&OE**

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

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

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

**~~3.2~~ 3.2 Sexual Harassment Definition**

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

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

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

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

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

**3.3 ~~Personal and Psychological~~ Harassment and Bullying**

(a) Personal harassment and/or bullying includes verbal or physical behaviour directed at an individual which would reasonably be expected to cause substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include but is

not limited to:

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

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

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

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

### **3.4 Bullying and Harassment Complaints**

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

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

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

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

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

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

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

### 3.5 **Bullying and** Harassment Complaints Procedure

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

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

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

The Employer or Executive Director of Caucus shall investigate the complaint and shall submit a report to the Union, in writing, within 30 days of receipt of the complaint. The Employer or Executive Director of Caucus shall, within 30 days of issuance of the report, give such orders as may be necessary to resolve the issue.

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

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

### **Arbitrator**

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

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

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

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

- Marli Rusen
- Corinne Bell

### **3.7 Anti-Bullying**

~~(a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.~~

~~(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:~~

- ~~(1) Intimidates, shows hostility, threatens and offends others;~~
- ~~(2) Interferes with a worker's performance;~~
- ~~(3) Otherwise adversely affects others~~

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

~~(d) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the Employer (or Executive Director of Caucus if respondent is the Employer). Complaints where the respondent is an employee will be directed to the Employer. Complaints where the respondent is the Employer will be directed to the Executive Director of Caucus. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union, the Employer, and the Executive Director of Caucus.~~

~~(e) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.~~

~~(f) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.~~

~~(g) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.~~

## ARTICLE 6 - EMPLOYER/UNION RELATIONS

### 6.2 Joint Labour-Management and Occupational Health and Safety Committee

- (a) Both parties agree that a Joint Labour-Management and Occupational Health and Safety Committee will be established. The Committee will be comprised of up to three persons appointed by the Employer and up to three persons appointed by the Union. Either party may invite other participants if such attendance is to assist the parties with the business of the Committee.
- (b) Both parties recognize the need for a safe workplace, cooperation and communication in the pursuit of their common goals. To this end, the parties agree to discuss occupational health and safety issues, changes concerning work operations and reporting lines, education and training opportunities and administrative matters from the agreement.
- (c) The parties will meet twice a year at a mutually agreeable time and place. Additionally, the Committee will meet at the call of either party according to an agreed upon format (i.e. in-person or conference call **remotely**).
- (d) The Committee will be co-chaired by a representative of each party.
- (e) Minutes of each meeting, once finalized, will be distributed by email to each NDP Constituency Assistant and MLA.

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

### 6.5 Employer and Union to Acquaint New Employees

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

## ARTICLE 8 – SENIORITY & POSTINGS

### 8.6 Employer Shall Fill Vacancies from Within

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

### 8.7 Notification

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

### 8.8 Time Limit to Grieve

- (a) An unsuccessful candidate for a posted vacancy who wishes to grieve the appointment must do so within seven days **of receiving notification as per Clause 8.7** 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.

## ARTICLE 9 – GRIEVANCES

### 9.2 Right to Have Union Representative Present

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

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with the Employer which might be the basis of disciplinary action against the steward.

## ARTICLE 11 - LAYOFF AND RECALL

### 11.1 Layoff and Recall

(a) The Employer will give a minimum of one month's notice of layoff for employees with one and two years completed employment; for three and four years completed employment, two months' notice; for five years or greater, three months' notice; or pay in lieu of required notice for wages and benefits.

(b) In the event of an election or electoral recall of the MLA, (a) will not apply and one month's notice will be deemed to have been served on Election Day **for employees with one to three years' service and 2 months' notice for employees with four or more years of service.** Where such notice is not given, pay in lieu shall be paid.

## ARTICLE 13 - ANNUAL VACATION ENTITLEMENT

### 13.1 Vacation Entitlement Increases with Service

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

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

20 + years' service .....35 working days

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

### 13.2 Vacation Carryover

Employees may carryover vacation as follows:

(a) ~~For employees who are at Step 4 of Appendix A~~ **Employees may carry over** seven days' vacation leave per vacation **year.** effective the first year following the year they achieve Step 4 ~~except that such vacation carryover shall not exceed 10 days at any time.~~

(b) ~~For employees who at Step 3 or lower in Appendix A~~ five days' vacation leave per vacation year except that such **Vacation carryover shall not exceed 10 days at any time.**

**(c) Vacation accrual reports will be reviewed with the employer each year by no later than November 30.**

## ARTICLE 14 - VACATION LEAVE AND CALLBACK

### 14.7 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension benefit under the Public Service Pension Plan ~~or who has reached the mandatory retiring age~~, shall be granted full vacation entitlement for the final year of service.

## ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY

### 17.1 ~~Employers Obligation~~ **Conditions**

~~The Employer shall make all reasonable provisions for the health and safety of the employees during working hours.~~ **The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with.**

### 17.3 Joint Occupational Health and Safety **Advisory Sub-**Committees

(a) The Employer and the Union agree to establish **an Advisory Sub-Committee to work through the Joint Labour-Management and** Occupational Health and Safety Committees ~~at appropriate locations~~ **as per Clause 6.2 - Joint Labour-Management and Occupational Health**

**and Safety Committee.** Occupational Health and Safety Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. These committees **The sub-committee** will meet, at regular intervals ~~to be determined by the committees~~ **and in advance of required meetings outlined in Clause 6.2**, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. ~~A copy of all minutes of the Occupational Health and Safety Committees shall be sent to the Union and the Employer.~~

(b) Employees who are representatives on the ~~Occupational Health and Safety Committee~~ **Advisory Sub-Committee** shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings. Employees attending these committee meetings held on their days of rest or outside their regularly scheduled hours of work shall receive pay at straight time rates equivalent to the duration of the meeting. This time shall not be considered time worked.

(c) ~~There shall be one designate from the bargaining unit appointed to the building/worksites Joint Occupational Health and Safety Committee by the Employer. That designate shall be determined by the Union.~~ **The Advisory Sub-Committee will comprise two union representative appointed by the Union and up to two employer representative appointed by the Employer.**

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

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

## 17.5 Workplace Violence/Aggressive Conduct

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

(b) Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, posttraumatic counseling for individuals who have been exposed to violence of an unusual nature, including physical assault, **and/or verbal abuse**, will be made available to employees by qualified outside practitioners where such services are available at no cost to the

Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

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

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

### **17.7 Transportation of Accident Victims**

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

#### **17.10 Investigation of Accidents**

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

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

#### **17.11 Strain Injury Prevention**

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

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

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

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

#### **17.12 Mental Health**

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

#### **17.13 Communicable Diseases and Parasitic Infestations**

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

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

#### **17.14 Protective Clothing and Supplies**

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

### **ARTICLE 18 – EXPENSES**

#### **18.5 ~~Cell~~ Mobile Phones**

~~Where an employee is required to use their personal cell phone, the Employer will pay the receipted costs of those phone calls.~~

(a) The employer will provide 50% or \$50 monthly, whichever is less, as reimbursement for employee use of personal mobile phones in the course of their employment. This amount will be prorated for part-time employees.

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

**(c) Alternative mobile phone plan arrangements can be agreed by mutual agreement of the Employer and the employee. Such arrangements will be documented.**

## ARTICLE 23 - SPECIAL LEAVE

### 23.1 Special Leave Credits Earned and Used

*(a) to (b) maintain current language.*

**(c) An employee will give the Employer a minimum of 10 working days' notice for any non-emergency leave provision under this article, wherever possible. Where disagreements arise, they should be referred to the Executive Director of Caucus for resolution.**

Renumber current c to e - d to f

### **(g) Family responsibility leave**

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

### 23.5 – Compassionate Care/Family Caregiver Leave

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

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

### ~~23.6 — Office Closures~~ Moved to new Article 24

~~In the event of an office closure for renovations or relocations, the employer may arrange for employees to work from home or an alternate location. The employer will cover any additional costs incurred by employees during the period when the regular constituency office is not available.~~

### **23.6 Personal Leave**

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

### **23.7 Donor Leave**

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

### **23.8 Leave Respecting Death of Child**

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

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

### **23.9 Leave Respecting Disappearance of Child**

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

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

## **ARTICLE 24 – OFFICE CLOSURES AND REMOTE WORK**

*\*Moved from Clause 23.6 Office Closures*

In the event of an **unexpected and/or unavoidable** office closure for renovations or relocation, the employer may arrange for employees to work from home or an alternate location. **Where a closure lasts for more than five days, the employer shall provide employees with appropriate equipment and technology, including the provision of any specialized equipment or technology that employees have been provided in the constituency office.** The employer

will cover any **reasonable** additional costs incurred by employees **during the period when they are working remotely**, ~~including when the regular constituency office is not available.~~

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

## **ARTICLE 24 25 - OTHER LEAVE WITHOUT PAY**

### **25.1 Leave for Election, Union and Elected Office**

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

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

## **ARTICLE 25 26 – TRAINING & SKILLS DEVELOPMENT**

- ~~(a) The Employer will create a training fund through the Joint Union Management Training Committee and will meet twice a year.~~
- ~~(b) The purpose of the Training Committee will be to identify training needs across caucus, provide training and administer training funds.~~
- ~~(c)~~ **(a)** Employee(s) will be encouraged to attend seminars, workshops and conferences in order to improve job related knowledge and skills.
- ~~(d)~~ **(b)** An employee may use up to five days paid leave to attend mutually agreed upon courses which will be paid for by the Employer.

(e) **(c)** Where the Employer requires an employee to attend a workshop or seminar, that employee shall be deemed to be on duty and such time will not be deducted from leave allotment under this provision.

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

### **ARTICLE ~~30~~ 31 - HEALTH AND WELFARE PROVISIONS**

The Employer will provide mutually acceptable health and welfare benefits as follows:

1. employee assistance plan
2. basic medical
3. extended health
4. dental
5. life insurance and accidental dismemberment
6. air travel insurance
- ~~7. weekly indemnity~~
- ~~8. Short Term Illness and Injury Plan~~
- ~~9. Long Term Disability insurance~~

**7. Short-Term Illness and Injury Plan as outlined in the BCGEU and Public Service Main Agreement and administered by the Legislative Assembly of BC.**

**8. Long-Term Disability Plan as outlined in the BCGEU and Public Service Main Agreement and the Public Service Benefit Plan Act: LONG TERM DISABILITY PLAN REGULATION (LTD Plan Type H)**

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

**(d) Employees will have access to a copy of the Group Benefits Policy 50088 plan document on the internal Legislative Assembly of BC website. Additionally, a hard copy will be available for employees at each Constituency office.**

(e) A copy of the master contract with carriers will be sent to the Union.

(f) Upon return from ~~weekly indemnity~~ **short** or long-term disability an employee will be returned to his or her former position.

(g) Regular part-time employees, who work a minimum of 17½ hours per week will be entitled to benefits on a pro rata basis.

**ARTICLE 32 - DOMESTIC ABUSE**

**"Domestic Violence" means:**

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

(b) a threat or attempt to do an act described in (a) above.

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

**"Sexual violence"** means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

**32.1 Exception to Entitlements**

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

**32.2 Place of Work Accommodation**

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

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

**32.3 Hours of Work Accommodation**

(a) If an employee or the employee's child has 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 (a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

**32.4 Domestic Violence Leave**

- (a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.
- (b) An employee is only entitled to a leave of absence under (a) if the employee uses the leave of absence for one or more of the following purposes:
- (1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability 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 31.4. Leave taken beyond 10 days annually is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 32.4 shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.
- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

**ARTICLE 33 – ORIENTATION OF CONSTITUENCY STAFF AND NDP MLAs**

a) All BC New Democratic Caucus MLAs and Constituency Office Staff shall receive a basic orientation on the purposes and application of this agreement, including hiring procedures.

b) The Employer and the Union shall jointly provide a basic orientation at a Caucus meeting as soon as practicable following a general election.

c) The Employer and the Union shall jointly provide a basic orientation at a Constituency Staff Meeting as soon as practicable following a general election.

d) When a by-election occurs, the Employer and the Union will provide a joint orientation to any newly elected New Democratic Party MLA and newly hired staff.

## ARTICLE ~~34.3~~ 34 - TERM OF AGREEMENT

### 34.1 Agreement Binding

This agreement shall be binding and remain in effect to midnight June 30, 2020 **2023**.

### 34.2 Notice for Collective Bargaining

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2020 **2023**.
- (b) Where no notice is given by either party prior to March 31, 2020 **2023**, both parties shall be deemed to have been given notice under this section on March 31, 2020 **2023** and thereupon Clause ~~34.3~~ **34.3** of this agreement applies.

## APPENDIX A

### Rates of Pay

Annual wage increases:

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

<b>July 1/20</b>				
Start	<i>Step 1</i>	<b>27.44</b>	<b>1920.76</b>	<b>50111.28</b>
6 months upon completion of probation	<i>Step 2</i>	<b>29.11</b>	<b>2038.02</b>	<b>53170.48</b>
12 months after Step 2	<i>Step 3</i>	<b>31.16</b>	<b>2181.47</b>	<b>56913.01</b>
12 months after Step 3	<i>Step 4</i>	<b>31.93</b>	<b>2235.08</b>	<b>58311.74</b>

12 months after Step 4	Step 5	32.57	2280.00	59483.64
<b>July 1/21</b>				
Start	Step 1	28.54	1997.59	52115.73
6 months upon completion of probation	Step 2	30.28	2119.54	55297.30
12 months after Step 2	Step 3	32.41	2268.73	59189.53
12 months after Step 3	Step 4	33.21	2324.49	60644.21
12 months after Step 4	Step 5	33.87	2371.20	61862.99
<b>July 1/22</b>				
Start	Step 1	29.11	2037.54	53158.04
6 months upon completion of probation	Step 2	30.88	2161.93	56403.24
12 months after Step 2	Step 3	33.06	2314.10	60373.32
12 months after Step 3	Step 4	33.87	2370.98	61857.09
12 months after Step 4	Step 5	34.55	2418.63	63100.25

### **LETTER OF UNDERSTANDING** **Central Severance Funding**

On a without prejudice basis, the Employer commits to recommend a review by the Legislative Assembly Management Committee (LAMC) of funding to support stable and predictable severance provisions for constituency office staff in the event of elections.

Should the funds become available through LAMC, the parties shall meet to agree on the process for addressing the issue of severance under Article 11 – Layoff and Recall.

### **LETTER OF UNDERSTANDING**

#### **CA Severance**

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

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

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

**employees. The benefit will be prorated for regular part-time employees and for partial years' service.**

## LETTER OF UNDERSTANDING

### Concerns Around Job Postings and Competitions

**Renew**

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

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

## LETTER OF UNDERSTANDING

### Office Safety Protocols

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

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

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

## MEMORANDUM OF AGREEMENT #1

**Renew**

### Arbitrators

Corinne Bell  
Mark Brown  
Joan Gordon

Marguerite Jackson

## **MEMORANDUM OF AGREEMENT #2**

### **Disclosure of Information**

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

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

- (a) An employee shall direct their concern or allegation to the MLA.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the MLA, the employee may refer the matter in writing to the Executive Director of the BC New Democrat Caucus.
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The Caucus Executive Director will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the Caucus Executive Director prior to proceeding to the next level of this process.
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the BC New Democrat Caucus Chair or Caucus Whip.
- (g) These procedures do not relieve an employee from the requirements of their Oath of Office, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

## **MEMORANDUM OF AGREEMENT #3**

### **Short and Long-Term Disability Benefits Summary**

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

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

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

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

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