TENTATIVE COLLECTIVE AGREEMENT

between the

BC NDP MLA’S
(Constituency Assistants)

and the

B.C. GOVERNMENT AND SERVICE
EMPLOYEES’ UNION (BCGEU)

Effective from July 1, 2017 to June 30, 2020
Tentative Agreement

ARTICLE 2 - NO DISCRIMINATION

(a) The Employers agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect any employee by reason of age, race, creed, national origin, religious affiliation, sex, marital status, sexual orientation, gender identity or expression, criminal conviction unrelated to employment, physical disability or by membership activity in the Union.

(b) There shall be equal pay for work of equal value.

(c) Employees shall have all the rights of self-expression and participation within all political processes provided they fulfil the functions of their position consistent with their responsibilities as confidential employees.

(d) A staff person shall not use confidential information that is gained in the execution of their position to further the staff person's political interests.

ARTICLE 5 - EMPLOYER/UNION RELATIONS

5.2 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 annually quarterly twice a year at a mutually agreeable time during the Constituency Assistant Conference 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).

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

(e) Minutes of each meeting, once finalized, will be shared with the Employer's and union members 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.

5.5 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 chief lead shop steward.

(c) The Employer shall advise the chief-lead shop steward 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 6 - UNION RECOGNITION AND RIGHTS

6.5 Bulletin Boards and Use of Email

(a) The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

(b) Employees are allowed use of internal email for union related business.

ARTICLE 7 - SENIORITY & POSTINGS

7.1 Seniority Defined

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

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

7.2 Seniority List

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

7.4 Promotion From Within Affirmed –

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

(c) New Jobs Shall Be Posted

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

7.5 Internal Applicants Considered First

(a) Qualified applicants from within the bargaining unit shall be interviewed first and advised of whether they are to be appointed to the position before any external applicants are considered. An employer is not required to interview the same internal applicant more than once, in a twelve-month period, for the same MLA.

(b) Casual employees who have completed six months cumulative service shall be considered in service applicants for job vacancies provided that;

(1) there has been no break in service longer than nine months continuous; and
(2) the six months cumulative service has been accrued within 18 months.
7.6 **New Jobs Shall Be Posted**  
**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.

(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.

7.6 7.7 **Notification**

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

7.7 7.8 **Time Limit to Grieve**  
- *Maintain current language*

7.9 7.10 **Appointment Conditional**  
- *Maintain current language*

7.9 **Probation**  
- *Maintain current language*

---

**ARTICLE 10 - LAYOFF AND RECALL**

10.1 **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 six weeks' notice will be deemed to have been served at the drop of the writ on Election Day. Where such notice is not given, pay in lieu shall be paid.

(c) If an employee is laid off after such notice, but before the effective date of layoff, the employee shall be paid for that part of the notice period during which work was not available.

(d) Employees will immediately be recalled to work when the MLA is re-elected.

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

---

**ARTICLE 18 - PENSION PLAN**

(a) Employees will be eligible for participation in the Pension (Public Service) Superannuation Pension Plan (PSPP) as agreed at the Joint Labour-Management Committee.

(b) A regular part-time Constituency Assistant may apply to participate in the Superannuation Plan (PSPP).
ARTICLE 19 - JOB DESCRIPTIONS

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

Constituency Assistant Job Description

(a) A Constituency Assistant is a confidential employee responsible for the administration of the Constituency Office(s) of a Member of the Legislative Assembly.

(b) Under the general supervision of the MLA, the duties may include any of the assignments listed below:

1) Assistance and Advocacy for Constituents

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

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

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

2) Community Outreach and Liaison

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

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

3) Information and Public Relations

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

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

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

4) Administration and Organizational Tasks

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

Tasks may include correspondence, bookkeeping, computer record management and other office duties, as required.
Constituency Assistants may have responsibility for volunteer recruitment and training as well as project organization. They may be requested by the MLA to participate in supervision and evaluation of students working in practicum programs based in Constituency Office(s).

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

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

(c) **Qualifications**

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

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

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

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

**ARTICLE 22 - SPECIAL LEAVE**

22.1 **Special Leave Credits Earned and Used**

(a) – (e) **Maintain current language**

(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, child, stepchild, grandchild, **grandparents**, brother, sister, stepsibling, father-in-law and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.

(3) In the event of the death of the employee's 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) 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 one day; to be used annually.

(i) – (k) Maintain current language

22.5 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 up to eight weeks 26 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Article 7 Seniority and Postings, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Clause 29 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.

New 22.6 Office Closures

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.

ARTICLE 23 - OTHER LEAVE WITHOUT PAY

23.1 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 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 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 Aboriginal indigenous organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.
ARTICLE 25 - MATERNITY/PARENTAL/ADOPTION LEAVE

25.1 Maternity Leave

A pregnant employee shall qualify for maternity leave benefits upon completion of the probationary period. Parental leave for either parent shall be granted in accordance with the Employment Insurance Act and Regulations pertaining thereto.

(a) Upon written request at least 30 calendar days before the anticipated date of departure, the employee shall be granted maternity leave for up to 12 months. The part of that leave that may be taken during the latter stages of pregnancy shall be determined by mutual agreement and shall be scheduled in advance. An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.

(b) Illness arising due to pregnancy during employment and prior to the maternity leave of absence may be charged to normal sick leave credits. An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.

(c) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, 95% of salary during the two-week waiting period for EI maternity benefits, and the difference between 95% of salary and the EI maternity benefits for the remaining 15 weeks. The maximum period of paid benefits is 17 weeks. The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but shall commence no later than six weeks prior to the expected date of birth.

(d) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, 95% of salary during the two-week waiting period for EI parental benefits, and the difference between 95% of salary and the EI parental benefits for eight weeks. If no waiting period is served, the Employer shall grant the difference between 95% of salary and EI parental benefits for a full 10-week period. The Employer shall grant the difference between 70% and EI parental benefits for the remaining 25 weeks. The maximum period of paid benefits is 35 weeks. The commencement of leave at six weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

(e) Employer agrees to continue contributions to all benefit plans during the 52-week period. If an employee intends to commence maternity leave between 13 and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least six weeks before the employee proposes to begin maternity leave.

(f) An employee on maternity leave shall notify the Employer at least 30 calendar days prior to the expiration of maternity leave of the date when she shall return to work. Except where 31.4 (Bridging of Service) applies, if the employee does not return to work within 18 months of the commencement of the maternity leave, she shall automatically be dropped from the seniority list.

(g) An employee who returns to work from maternity leave shall retain service credits and seniority rights accumulated prior to the leave period and shall be credited with seniority for the period of time covered by the leave.

(h) Upon return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and pay.

(i) Maternity leave for employees in their first six calendar months of employment shall be in accordance with the BC Employment Standards Act.
25.3 **Parental Leave**

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

(a) Upon written request, at least 30 calendar days prior to the anticipated date of departure, an employee who has completed probation shall be granted up to 12 months unpaid leave following the birth of his child. **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) An employee on paternity leave shall notify the Employer at least 30 calendar days before the expiration of such leave of the date when he will be returning to work. Except where Clause 25.4 (Bridging of Service) applies, if the employee does not return to work within one year of the commencement of the leave, he shall automatically be dropped from the seniority list. **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) An employee who returns to work from paternity leave shall retain service credits and seniority rights accumulated prior to the leave period. **Written request pursuant to (a) above must be made at least six weeks prior to the proposed leave commencement date.**

(d) Upon return from paternity leave, an employee shall be placed in his former position or in a position of equal rank and pay. **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 25.1;

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.

25.2 **Adoption Leave**

Upon application to adopt, an employee shall give the Employer notice of their intention to adopt.

An employee who adopts shall qualify for parental leave benefits upon completion of the probationary period. When the adoption date is known, parental leave for either parent shall be granted in accordance with the Employment Insurance Act and Regulations pertaining thereto.
(a) An employee requesting adoption leave may be required to furnish proof of adoption.

(b) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, 95% of salary during the two-week waiting period for EI parental benefits, and the difference between 95% of salary and the EI maternity benefits for the remaining 15 weeks. The maximum period of paid benefits is 17 weeks.

(c) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, 95% of salary during the two-week waiting period for EI parental benefits, and the difference between 95% of salary and the EI parental benefits for eight weeks. If no waiting period is served, the Employer shall grant the difference between 95% of salary and EI parental benefits for a full 10-week period. The Employer shall grant the difference between 70% and EI parental benefits for the remaining eight weeks. The maximum period of paid benefits is 18 weeks.

(d) Employer agrees to continue contributions to all benefit plans during the 35-week period.

(e) An employee on adoption leave shall notify the Employer at least 30 calendar days before the expiration of such leave of the date when they will be returning to work. Except where Clause 25.4 (Bridging of Service) applies, if the employee does not return to work within 18 months of the commencement of the leave, they shall automatically be dropped from the seniority list.

(f) An employee who returns to work from adoption leave shall retain service credits and seniority rights accumulated prior to the leave period and shall be credited with seniority for the period of time covered by the leave.

(g) Upon return from adoption leave, an employee shall be placed in their former position or in a position of equal rank and pay.

(h) An employee who has not completed probation shall be entitled to 17 weeks of leave as provided for under the Employment Insurance Act.

25.3 Maximum Combined Entitlement

An employee’s combined entitlement to leave pursuant to Clauses 25.1 and 25.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

25.4 Benefit Waiting Period Allowance

(a) An employee who qualifies for and takes leave pursuant to Clauses 25.1 and 25.2 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee’s basic pay.

(b) An employee who qualifies for and takes leave pursuant to Clauses 25.1 or 25.2 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.

25.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 25.1 shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof that the employee has
applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

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

25.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 25.2 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.

25.7 Benefits Continuation

(a) For leaves taken pursuant to Clauses 25.1, 25.2 and 25.7, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 25.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken in (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

25.8 Entitlements Upon Return to Work

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

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

(c) Notwithstanding Clauses 13.1(b) and 13.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 25.1 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 25.6.

Notwithstanding Clause 13.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

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

25.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 25.1, 25.2 or 25.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 25 – Maternity, Parental and Pre-Adoption Leave or Clause 25.13 Extended Childcare Leave, or if they do not return to work after giving such notice.

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

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 25.4, 25.5, 25.6 and/or 25.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave received under Clauses 25.4, 25.5, 25.6 and/or 25.7 above on a pro rata basis.

25.11 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.

25.12 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 25.1 and 25.2, an employee shall be granted a further unpaid leave of absence not to exceed one year.
(b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave. An employee on extended child care leave shall provide the Employer with at least one month's written notice of return from such leave. Upon return

ARTICLE 29 - HEALTH AND WELFARE PROVISIONS

The Employer will provide benefit improvements as per those negotiated in 2018 the Public Service Agreement.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Agreement Binding

This agreement shall be binding and remain in effect to midnight June 30, 2017–2020.

30.2 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 June 30, 2017–2020.

(b) Where no notice is given by either party prior to March 30, 2017–2020, both parties shall be deemed to have been given notice under this section on March 30, 2017–2020 and thereupon Clause 30.3 of this agreement applies.

New Article XX – Discrimination, Harassment and Bullying

X.1 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("Harassment"), and the Employer shall take such actions as are necessary respecting an employee engaging in Harassment in the workplace.

X.2 Personal and Psychological Harassment Definition

(a) Personal and psychological harassment means objectionable conduct – either repeated or persistent, or a single serious incident – that an individual would reasonably conclude:

(1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

X.3 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 the making of sexual gestures;
3. demands for sexual favours;
4. verbal abuse or threats of a sexual nature;
5. unwanted sexual invitations;
6. physical assault of a sexual nature;
7. distribution or display of sexual or offensive pictures or material;
8. unwanted questions or comments of a sexual nature; or
9. practical jokes of a sexual nature.

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

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

X.4 Harassment Complaints

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

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

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

(d) A complainant may try to informally resolve their complaint with the assistance of the employer, shop steward, union staff representative or investigator/mediator. 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.

(e) A complainant has the right to file a complaint under the Human Rights Code of British Columbia.

X.5 Harassment Complaints Procedure

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

(b) An employee who wishes to pursue a concern arising from alleged Harassment may submit a complaint in writing, within three months 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.

(c) 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.

(d) 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.

(e) 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 8 Grievance Procedure.

(f) 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.

X.6 Arbitrator

(a) Where either party to the proceeding is not satisfied with the Employer or Executive Director of Caucus’s response under Clause X.5(c) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under Clause X.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, 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

X.9 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.

New salary Scale

APPENDIX A
Rates of Pay

Annual wage increases:

- July 1, 2017 – 2.0% salary increase
- July 1, 2017 – 2.0% wage redress
- July 1, 2018 – 2.0% salary increase
- July 1, 2018 – 1.0% wage redress
- July 1, 2019 – 2.0% salary increase
- July 1, 2019 – 0.5% wage redress

<table>
<thead>
<tr>
<th>June 30/17</th>
<th>Hourly</th>
<th>Biweekly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>24.18</td>
<td>1,692.32</td>
</tr>
<tr>
<td>6 months upon completion of probation</td>
<td>Step 2</td>
<td>25.62</td>
<td>1,793.74</td>
</tr>
<tr>
<td>12 months after Step 2</td>
<td>Step 3</td>
<td>27.42</td>
<td>1,919.20</td>
</tr>
<tr>
<td>12 months after Step 3</td>
<td>Step 4</td>
<td>28.10</td>
<td>1,967.18</td>
</tr>
<tr>
<td>Casual Employees</td>
<td>Casual</td>
<td>20.36</td>
<td>1,425.38</td>
</tr>
</tbody>
</table>

Tentative Agreement
July 13, 2018
E&OE
### Tentative Agreement  
**July 13, 2018**

<table>
<thead>
<tr>
<th></th>
<th>Hourly</th>
<th>Biweekly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July 1/17</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>25.15</td>
<td>1,760.30</td>
</tr>
<tr>
<td>6 months upon completion of probation</td>
<td>Step 2</td>
<td>26.64</td>
<td>1,865.14</td>
</tr>
<tr>
<td>12 months after Step 2</td>
<td>Step 3</td>
<td>28.52</td>
<td>1,996.18</td>
</tr>
<tr>
<td>12 months after Step 3</td>
<td>Step 4</td>
<td>29.22</td>
<td>2,045.68</td>
</tr>
<tr>
<td>Casual Employees</td>
<td>Casual</td>
<td>21.17</td>
<td>1,482.40</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July 1/18</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>25.90</td>
<td>1,813.32</td>
</tr>
<tr>
<td>6 months upon completion of probation</td>
<td>Step 2</td>
<td>27.44</td>
<td>1,920.74</td>
</tr>
<tr>
<td>12 months after Step 2</td>
<td>Step 3</td>
<td>29.38</td>
<td>2,056.29</td>
</tr>
<tr>
<td>12 months after Step 3</td>
<td>Step 4</td>
<td>30.10</td>
<td>2,106.76</td>
</tr>
<tr>
<td>Casual Employees</td>
<td>Casual</td>
<td>21.81</td>
<td>1,526.87</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July 1/19</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>26.55</td>
<td>1,858.65</td>
</tr>
<tr>
<td>6 months upon completion of probation</td>
<td>Step 2</td>
<td>28.13</td>
<td>1,968.76</td>
</tr>
<tr>
<td>12 months after Step 2</td>
<td>Step 3</td>
<td>30.11</td>
<td>2,107.70</td>
</tr>
<tr>
<td>12 months after Step 3</td>
<td>Step 4</td>
<td>30.85</td>
<td>2,159.43</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January 1/20</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>26.55</td>
<td>1,858.65</td>
</tr>
<tr>
<td>6 months upon completion of probation</td>
<td>Step 2</td>
<td>28.13</td>
<td>1,968.76</td>
</tr>
<tr>
<td>12 months after Step 2</td>
<td>Step 3</td>
<td>30.11</td>
<td>2,107.70</td>
</tr>
<tr>
<td>12 months after Step 3</td>
<td>Step 4</td>
<td>30.85</td>
<td>2,159.43</td>
</tr>
<tr>
<td>12 months after Step 4</td>
<td>Step 5</td>
<td>31.47</td>
<td>2,202.69</td>
</tr>
</tbody>
</table>

* Casual Employees shall be paid at the Casual Employee rate for their first 20 days of continuous employment. Where a casual employee has a continuous assignment of work greater than 20 days, on the 21st day, the casual employee will be paid at Step 1.

* Effective date of ratification, the casual employee rate will be struck from the salary grid and casual employees will start at Step 1

**Economic Stability Dividend (ESD) to be applied on February 1, 2016 and again on February 1, 2017. The ESD is payable as the cents per hour equivalent to the percent of pay which would be paid from the ESD formula as a general wage increase.**

The definition, application and calculation of the ESD will be in accordance with MOU #40 Re: Economic Stability Dividend of the Public Service Agreement 2014-2019.

**MEMORANDUM OF AGREEMENT #1**

**Arbitrators**

Corinne Bell  
Mark Brown  
Joan Gordon  
Marguerite Jackson
LETTER OF UNDERSTANDING #1
Re: Article 30 — Term of Agreement

(a) If the provincial legislation requiring an election to be called in May of 2017 remains through the life of this agreement, the provisions of Clause 30.2 — Notice for Collective Bargaining — shall apply;

(b) If provincial legislation requiring an election to be called has a date beyond the expiration of this agreement (June 30, 2017), the parties agree that the provisions of Clause 30.2 — Notice for Collective Bargaining — shall be deemed to be amended to read:

31.2 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 30 calendar days from the Election Day in 2017.

(b) Where no notice is given by either party within 60 calendar days from the Election Day in 2017, both parties are deemed to have given notice under this section and thereupon Clause 30.3 of this agreement applies.

(c) Both parties agree that notwithstanding (b) above, this agreement expires on June 30, 2017 as noted in Clause 30.1.

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 10 (Layoff and Recall).

LETTER OF UNDERSTANDING
Concerns Around Job Postings and Competitions

This Letter of Understanding acknowledges concerns and confirms an agreement regarding job postings and competitions discussed during negotiations for the July 1st, 2017 to June 30th, 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 7, 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 7. The Executive Director of Caucus commits to looking into any concerns brought forward, they will deal with them in an appropriate manner and report back to the JLM committee.