

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW DEMOCRATIC PARTY OF BC
(the EMPLOYER)

AND

Nathan Beausoleil, Union Representative
MOVE UP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378)
(the UNION)

Re: Renewal of the Collective Agreement

The parties to the Memorandum of Agreement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes below.

1. Term – 1 year

Article 19 – Duration

19.01 This Agreement will be in full force and effect on and after the 1st day of July ~~2019~~ **2022** through the 30th day of June ~~2022~~ **2023**. After the expiry of this Agreement and until a revised agreement is signed, this Agreement and all of its provisions shall remain in full force and effect with prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

2. Modernize Article 9.09 Leave

9.09 Maternity/Paternity/Parental/Adoption Leave

(a) Upon application, an employee who is a birth mother, birth father, **parent of a newborn** or adopting parent shall be granted leave in accordance with the provisions and requirements of the Employment Standards Act.

3. General Wage Increase

Effective July 1, 2022 there will be a general wage increase of 3% +\$0.25 an hour to all salary scales and job classifications set out in Appendix A.

4. Signing Bonus

Upon ratification by both parties, each employee covered by this collective agreement will receive on the next regular pay following July 1, 2022 a one-time signing bonus of \$2500.

5. Cell Phones

Upon ratification by both parties, the following letter will be appended to the Collective Agreement under Letter Of Understanding 10 :

**LETTER OF UNDERSTANDING
BETWEEN
BCNDP
(hereinafter referred to as the "Employer")
PARTY OF THE FIRST PART**

**AND:
MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

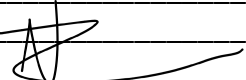
PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. The Parties are in mutual agreement to trial a cell phone premium pilot.
2. Where the employee chooses to have a smart phone in the performance of their duties, the employer will provide a monthly plan allowance of up to \$120 on presentation of receipts. Pro-rated for temporary employees and part-time employees.
3. Cell phones shall be considered an official method of communication for the purposes of the employee fulfilling their duties and, as such, staff cell phone contact information shall be publicly available to BC NDP members and donors, as well as to Elections BC and any other organization as deemed necessary by the Employer, and staff will be expected to respond to calls and texts during their work hours.
4. Employees may opt-in and opt-out of the Pilot at any time during the trial period. Opting-out of the Pilot foregoes receipt of the cell phone premium.
5. The Parties agree that the cell phone premium pilot shall end upon the ratification of the next Collective Agreement. Both Parties agree to discuss the feasibility of ongoing premium payment during negotiations.

SIGNED ON THIS 12 DAY OF July, 2022

For MoveUP, COPE Local 378



For the Employer

6. Work From Home

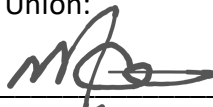
Upon ratification by both parties, the previous signed letter of understanding relating to telecommuting, attached as this memorandum as Appendix 'A', shall be added to the Collective Agreement.

For the Employer:

Heather Stoutenberg,
Provincial Director

Jordan Reid,
Deputy Provincial Director

For the Union:



Miki Quan, Job Steward



Nathan Beausoleil, Union Representative

Omar Hassine

Omar Hassine, Job Steward

Appendix 'A'

LETTER OF UNDERSTANDING

BETWEEN

BC NDP

(hereinafter referred to as the “Employer”)

PARTY OF THE FIRST PART

AND:

**MoveUP, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

(hereinafter referred to as the “Union”)

PARTY OF THE SECOND PART


By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (“the Parties”) do hereby expressly and mutually agree as follows:

1. This letter of understanding (“Letter”) shall be deemed as written agreement of the Parties to implement a pilot project (“Pilot”) to allow telecommuting from the date of signing to the ratification of the next Collective Agreement.
2. Telecommuting refers to a work arrangement under which employees work from an area outside of the office. Employees approved to telecommute shall communicate with the Employer and perform their work by electronic or other means, normally from their residence.
3. Telecommuting may consist of either full-time telecommuting or a combination of telecommuting and work in the BC NDP office, determined on an individual basis by the Employer, based on Employee preference, the distribution of responsibilities in the role that must be performed in the office, and the operational requirements of the Employer.
4. The parties agree that no Employee shall be required to telecommute, and all telecommuting arrangements must be approved in advance by the Employer. No request will be unreasonably denied. Adversely, telecommuting arrangements shall not be unreasonably denied or rescinded by the Employer.
5. The Employer may identify blackout periods for telecommuting, including during provincial elections, by-elections, Convention, Forward, and other periods of high-volume work, during which an Employee’s presence in the office is required. Should this be required while provincial health orders are in force, the Employer will ensure that employees working in the office can do so while following guidelines on social distancing and other orders as required.
6. Employees are responsible for the workstation in their residence and that it is in compliance with Worksafe BC regulations. The Employer will provide Employees with an “ergonomic safety checklist” for employees to review their remote work setup to ensure it meets safe ergonomic requirements.
7. Employees shall not be entitled to any additional compensation, tools, equipment or expenses while telecommuting, except when agreed to by their manager and the employer.

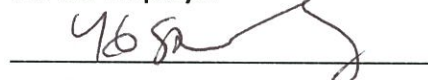
8. it is the responsibility of the employee participating in the work-at-home program to ensure that this agreement does not contravene any municipal by-laws. It is the responsibility of the employee to comply with all regulations relating to income tax.
9. Employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change solely as a result of working from home.
10. Employees will seek approval from the Employer if they intend to telecommute from any area that is not their residence. Employees will take necessary steps to ensure security of confidential information if telecommuting outside their residence. Telecommuting outside the Employer's residence is approved at the Employer's sole discretion, and shall always be temporary in nature.
11. The Parties agree that the details of the pilot and implementation of similar processes into the Collective Agreement will be discussed during the next round of negotiations.
12. The Employer and Employees on an individual basis may terminate or amend participation in the telecommuting pilot by providing the Employer with at least 15 working days notice.
13. Either Party may effectively terminate or temporarily suspend this agreement by providing at least thirty (30) days notice.

SIGNED ON THIS 28 DAY OF September, 2021

For MoveUp Local 378



For the Employer



Heather Stattenburg

Provincial Director