

MEMORANDUM OF AGREEMENT

BETWEEN:

The New Democratic Party of BC

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from July 1st 2015 through June 30 2019 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of ^{three} ~~written~~ (3) years from July 1 2019 to June 30 2022 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1st 2019 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 2th day of August, 2019

K.A. C. Kurnane Director

Heather Statenberg, Deputy Director



FOR THE EMPLOYER

Alina Tegmay (A. Tegmay)

Omar Hassine

Miki Qvan.

1

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		July 23, 2019	
UP#1	HK	Housekeeping to be amended throughout	

- Change name to MoveUP throughout entire C/A
- 5.02 (c) Correct Spacing and update article 8.10 to 8.11
- 6.07 change the language from Provincial Secretary to Provincial Director
- ~~7.15 Change the word Convention to Conventions and update the per diem rate (per Article 11.10)~~
- Article 8.01 removal of 1996 year in case of any recent changes
- 9.01 Correct Spelling Error from HAS to H.S.A.
- ~~11.10 change mileage to \$0.54 to be consistent with LOU 5~~
- 13.09 Update Spacing Issue

AT
MS

AT
MS

E&OE

Signed off this 23rd day of July 2019

For the Union

For the Employer

A. Tegmar

K.T. L.

Union			
Number	Affected Article/MOU	Date:	Time:
		July 23	2:29 pm.
UP#2	5.03	Amend	

5.03 Temporary Employees

A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months duration with an extension of three (3) months by mutual agreement. The Employer will notify temporary employees of intention to either extend or conclude the temporary assignment as soon as possible but in case at least one (1) week in advance of the end date of their original specified period of employment.

- (a) Temporary employees shall be paid on an hourly basis for days worked as per the hourly rates set forth in Appendix "A"; and will be guaranteed not less than four (4) hours work on each day which they are employed.
- (b) Temporary employees shall receive six (6%) per cent holiday pay ~~on termination~~.

E&OE

Signed off this 23 day of July 2019

For the Union

For the Employer

A. Tajmazy

K.T.C.

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	4:10 pm.
UP#5	8.05	Amend	

8.05 Floating Holiday

two(2) hr. AT

In addition to the holidays stipulated in Sections 1 and 2 above, upon completion of six (6) month's service, an employee shall be entitled to ~~one (1)~~ three (3) paid holidays in each year of service thereafter. This will be known as a "floating" holidays to be taken at a time mutually agreeable to the Employer and the employee.

E&OE
Signed off this 24 day of July 20 19

For the Union

For the Employer

A. Tegmeyer

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
		July 24, 2019	12:10 PM
UP6	9.01	Amend	

9.01 Benefit Plans

The Employer will provide a Health Spending Account of \$500.00 each year effective Jan 1, 2016.

The health spending account must comply with the Revenue Canada rules which provide, any unused portion of the H.S.A. can be carried forward 1 year but not 2 years, no portion of the H.S.A. can be paid out to any person covered as this will cause the H.S.A. to become a taxable benefit. It allows reimbursement for incurred expenses only.

(a) ***B.C. Medical and Pacific Blue Cross Extended Health Plan***

Regular employees are entitled to coverage by the BC Medical Plan effective their start date, if it is the first of the month, or on the first of the following month and to coverage by all other benefits in Article 9.01 upon completion of their probationary period.

(b) ***Weekly Indemnity Plan***

There shall be a Weekly Indemnity Plan based on 1-8-52 and seventy-five (75%) per cent of earnings during sickness or accident. Employees on sick leave shall apply for benefits under the plan as soon as they become eligible. The Employer agrees to pay full premium costs. Employees on the weekly indemnity plan may use one-quarter (1/4) of a day from their accumulated sick pay bank to top-up weekly indemnity payments, but cannot draw down that accumulation to a level lower than five (5) days.

(c) ***Dental Plan***

The Union Prepaid Dental Plan shall be made available to all eligible employees desiring same. The Employer agrees to pay full premium costs. The Plan shall

E&OE

Signed off this 24 day of July 2019.

For the Union

For the Employer

A. Tegany

K.T. C.

provide the following benefits: one hundred (100%) per cent for Part "A" , eighty per cent (80%) of Part "B" and fifteen hundred (\$1500) dollars per person for Part "C"—Orthodontics.

(d) **LTD Plan**

The Employer agrees to provide and pay the full cost of a Long Term Disability Plan for all full-time employees as outlined below:

- i) Participation in the Plan by every eligible employee covered by this Agreement is a condition of employment.
- ii) Waiting period of twelve (12) months.
- iii) Benefits in the amount of sixty-six and two-thirds (66 2/3%) per cent of salary.
- iv) Maximum benefit period to sixty-five (65).
- v) An employee in receipt of Long Term Disability benefits will continue to be covered by the extended health, dental and medical plans under Section 9.01 for a period of twenty-four (24) months while on LTD, with premiums paid by the Employer.

If the employee remains on LTD after the initial twenty-four (24) months, the Employer will make all reasonable efforts to have coverage of those plans continue, with premiums to be paid fully by the employee.

(e) **Hearing Aid, Eyeglass and Prescription Plan**

Provide a non-contributing pre-paid Drug, Eyeglass and Hearing Aid Plan.

i) *Effective January 1, 2003:*

Prescription drug plan with no deductible covering prescriptions including contraceptives and erectile dysfunction medication up to five hundred dollars (\$500.00) per person per calendar year.

- ii) Eyeglass, lenses and frames, to a maximum of six hundred (\$600.00) dollars each twenty-four (24) months per person.
- iii) Hearing aids to a maximum of seven hundred (\$700.00) dollars per person once every four (4) years.
- iv) Five hundred (\$500.00) dollars per year for psychologist—no deductible, five hundred (\$500.00) dollars per year for acupuncturist—no deductible and five hundred (\$500.00) dollars maximum per person per year for chiropractor.
- v) Eye examinations: maximum payment per person of seventy-five dollars (\$75.00) per year.

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymury

R. J. C.

vi) The lifetime maximum coverage under this plan shall be unlimited.

(f) **Group Life Insurance and A.D. &D.**

Life Insurance and Accidental Death & Dismemberment in the amount of one and one half (1 1/2) an employee's current salary shall be provided to each employee at no cost.

(g) It is understood all employee's dependents shall be covered by the above welfare plans. Eligible dependents shall be wife or husband, common law, same sex partners and covered employee's unmarried children under the age of 19, or under the age of 25 while attending an educational institution provided such person is still dependent on the employee.

(h) **Retirement Benefits**

Employees who retire at or after fifty-five (55) years of age and who have at least five (5) years of continuous service with the Employer will continue ~~as members of the Medical Services Plan to receive benefits under 9.01(a), 9.01 (c), and 9.01 (e)~~ for a period of six (6) months after retirement.

E&OE

Signed off this 24 day of July 20 19

For the Union

For the Employer

A. Tomy

K. C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>August 8, 2019</i>	<i>11:42 am</i>
UP#7	9.07	<i>Amend to delete redundant language</i>	

9.07 Payout for Unused Sick Leave

An employee having accrued sick leave to his or her credit and who has been employed for a period of not less than two (2) years, shall on termination, receive severance pay equal to fifty per cent (50%) of the sick leave credit. ~~accumulated subsequent to January 1st, 1961. Where the two (2) year requirement is not fulfilled, twenty five per cent (25%) of the sick leave credit accumulated subsequent to January 1st, 1961, shall apply.~~ In the event of the death of the employee, sick leave severance pay shall be calculated on the same basis and shall be payable to the beneficiary. Sick leave severance pay shall be subject to the maximum thirty (30) day's pay and in no case shall it exceed this amount.

E&OE

Signed off this 8th day of August 20 19

For the Union

For the Employer

A. Teymury

R.T.C.

Union			
Number	Affected Article/MOU	Date:	Time:
		July 23, 2019	
UP#8	9.09	Remove Part 6, 1996 from Employment Standard Act and update SUB to Supplementary Employment Benefit Plan and update Employment Insurance waiting period and pay period.	

9.09 Maternity / Paternity / Adoption Leave

- (a) Upon application, an employee who is a birth mother, birth father or adopting parent shall be granted leave in accordance with the provisions and requirements of the Employment Standards Act., ~~Part 6, 1996.~~
- (b) Leave granted will not affect sick leave, seniority or continuation of benefits.
- (c) In addition to benefits provided by Employment Insurance, the Employer will pay an allowance in accordance with the Supplementary Employment Benefit (SUB) Plan to an employee who is the birth mother, birth father or adopting parent. To be eligible for the allowance, the employee must be eligible and apply for EI benefits.
- (d) The allowance will be paid for a period of ~~seventeen (17)~~ sixteen (16) weeks, ie. full pay for the one-week ~~two-week~~ waiting period if applicable, and ~~fifteen (15)~~ sixteen (16) weeks of leave.
- (e) the allowance will be equal to the SUB Plan maximum allowed based on the difference between the EI benefits received and the employee's regular wages that would have been earned for this period.
- (f) An employee will advise the Employer of his/her intent to return to work at least two (2) weeks prior to the expiration of the leave.
- (g) Should the employee fail to return to work and remain in the employ of the Employer for a period of four (4) months, the employee shall reimburse the Employer for the allowance received under c, d, and e above.

E&OE

Signed off this 23rd day of July 20 19

For the Union

For the Employer

A. Traynor

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	2:55 PM.
UP#9 V2	9.13	Add Domestic Violence – Article 9.13	

9.13

Domestic or Sexual Violence Leave

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that all employees have the right to a work environment free of and safe from domestic and/or sexual violence, which may involve physical, psychological, economic violence or stalking.

The Employer shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Employer shall grant each employee paid up to five (5) days paid leave and up to five (5) days unpaid leave if needed, to address the personal effects of violence. The employee is entitled to an additional three (3) months of unpaid leave.
- (b) The employee and the Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will direct affected employees to appropriate counseling and support services.
- (d) The Employer will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
- (e) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations
- (f) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymar

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	3:00 pm.
UP#12	11.10	Amend	

11.10 Expenses

Out of Town

The meal allowance will be paid if employees begin their out of town trip before 7 a.m. and end it after 7 p.m. An employee may claim \$12 for breakfast, \$14 for lunch and \$24 for dinner by submitting details on the staff reimbursement form

Mileage Allowance

Employees will be provided a mileage allowances for all distances travelled on approved Party business, not including to and from work.

The vehicle allowance shall be \$0.54 per kilometre.

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymouy

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	12:20 PM
UP#13	13.10	Amend	

13.10 RRSP

The Employer agrees to contribute ~~twelve (12%)~~ thirteen per cent (13%) of gross earnings towards Retirement Savings to be paid ~~on the 1st and 15th of each month on~~ each pay period.

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymour

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP#14	17.01	July 23, 2019 Amend	3:05pm

17.01 Notice

Wherever possible, the Employer will provide the Union with six (6) months' notice of intention to introduce new technology, automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

E&OE

Signed off this 23 day of July 23 2019

For the Union

For the Employer

A. Tammy

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>August 8, 2019</i>	<i>11:42 am</i>
UP#15	19	To be discussed	

ARTICLE 19 – DURATION

19.01 This Agreement will be in full force and effect on and after the **1st** day of **July 2019** through the **30th** day of **June 20²²**. After the expiry of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

E&OE

Signed off this 8th day of August 20 19

For the Union

For the Employer

A. Teyaz *KAC*



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		August 3, 2019	11:45 am
UP#16	Appendix A	To be discussed	

Appendix A – GWI

Employer Copy

The Union will discuss contract duration during bargaining.

Union Copy

The Union proposes a 3 year term with the following General Wage Increases :

2019 – 5% 2% *AT*

2020 – 3% 2% *AT*

2021 – 3% 2% *AT*

Signing Bonus - \$1000.00 ~~\$250~~ *AT*

The Union proposes adding the following to Appendix A :

Should the CPI for the Vancouver region increase in the 2nd and/or the 3rd year at a rate higher than the negotiated increase for the year, the difference shall be applied to the negotiated rate for that year.

AT

E&OE

Signed off this 8th day of August 20 19

For the Union

For the Employer

A. Tegazay

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>August 3, 2019</i>	<i>11:45am</i>
UP#17	Appendix A	Appendix A – Re-new and Incorporate into C/A	

APPENDIX "A"

Monthly Salary Scales and Job Classifications

Effective January 1, 2015

Increase January 1, 2015	Start		6 Months		12 Months		18 Months	
0.00%	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
General Office Clerk	\$3,789.39	\$29.03	\$4,000.71	\$30.66	\$4,212.03	\$32.26	\$4,423.34	\$33.89
-Temporary Employees to 3 Months	\$3,578.08	\$27.40						
Executive Secretary	\$4,653.81	\$35.65	\$4,719.46	\$36.16	\$4,784.06	\$36.65		
Bookkeeper	\$4,653.81	\$35.65	\$4,719.46	\$36.16	\$4,784.06	\$36.65		
Senior Bookkeeper	\$5,092.01	\$39.01	\$5,166.81	\$39.58	\$5,242.62	\$40.17		

E&OE

Signed off this 3th day of August 2019

For the Union

For the Employer

A. Teymor

K. + C.

Effective July 1, 2016

Increase July 1, 2016	Start		6 Months		12 Months		18 Months	
1.00%	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
General Office Clerk	\$3,827.28	\$29.32	\$4,040.72	\$30.97	\$4,254.15	\$32.58	\$4,467.57	\$34.23
-Temporary Employees to 3 Months	\$3,613.86	\$27.67						
Executive Secretary	\$4,700.35	\$36.01	\$4,766.65	\$36.52	\$4,831.90	\$37.02		
Bookkeeper	\$4,700.35	\$36.01	\$4,766.65	\$36.52	\$4,831.90	\$37.02		
Senior Bookkeeper	\$5,142.93	\$39.40	\$5,218.48	\$39.98	\$5,295.05	\$40.57		
Finance Officer					\$5,670.07	\$43.61		

Effective July 1, 2017

Increase July 1, 2017	Start		6 Months		12 Months		18 Months	
2.00%	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
General Office Clerk	\$3,903.83	\$29.91	\$4,121.53	\$31.59	\$4,339.23	\$33.23	\$4,556.92	\$34.91
-Temporary Employees to 3 Months	\$3,686.14	\$28.23						
Executive Secretary	\$4,794.36	\$36.73	\$4,861.99	\$37.25	\$4,928.54	\$37.76		
Bookkeeper	\$4,794.36	\$36.73	\$4,861.99	\$37.25	\$4,928.54	\$37.76		
Senior Bookkeeper	\$5,245.79	\$40.19	\$5,322.85	\$40.78	\$5,400.95	\$41.38		
Finance Officer					\$5,783.47	\$44.48		

E&OE

Signed off this 8 day of August 2019.

For the Union

For the Employer

A. Teyaz

K.T.C

Effective July 1, 2018

Increase July 1, 2018	Start		6 Months		12 Months		18 Months	
2.00%	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
General Office Clerk	\$3,981.91	\$30.50	\$4,203.96	\$32.22	\$4,426.02	\$33.90	\$4,648.06	\$35.61
-Temporary Employees to 3 Months	\$3,759.86	\$28.79						
Executive Secretary	\$4,890.24	\$37.46	\$4,959.23	\$38.00	\$5,027.11	\$38.51		
Bookkeeper	\$4,890.24	\$37.46	\$4,959.23	\$38.00	\$5,027.11	\$38.51		
Senior Bookkeeper	\$5,350.70	\$40.99	\$5,429.30	\$41.59	\$5,508.97	\$42.21		
Finance Officer					\$5,899.14	\$45.38		

If any employee who is hired as a temporary employee then becomes a regular employee, then the difference between the temporary rate and the starting rate for regular employees shall be paid retroactively to that employee.

E&OE

Signed off this 8 day of August 20 19

For the Union

For the Employer

A. T. [Signature]

h.t.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	9:45am
UP#18 V2	LOU #2	Amend	

LETTER OF UNDERSTANDING #2

BETWEEN: **The New Democratic Party of British Columbia**
 (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;

RE: OPTIONAL NINE-DAY FORTNIGHT

The normal work schedule for a full-time regular employee shall be working a nine-day fortnight shall be four (4) days in one week, five (5) in the next or vice versa at the normal work day of seven and one-half (7.5) hours per day.

An employee may choose to choose to work a nine-day fortnight, or a regular work week as outlined in Article 7.01 and 7.02, with mutual agreement between the employee and the Employer.

E&OE

Signed off this 24th day of July 2019

For the Union

For the Employer

A. Teymay

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	9:50am
UP#19	LOU #3	Re-new Move to Article 17.10	

LETTER OF UNDERSTANDING #3

BETWEEN: **The New Democratic Party of British Columbia**
(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;

**RE: GUIDELINES for the USE of COMPUTERS and
OTHER INFORMATION TECHNOLOGY**

The parties recognize that the use of computers and other information technology can help provide better services to members. However, to ensure that the bargaining unit jurisdiction and the positions within it are honored, the Parties agree to discuss any new issues of information technology that may arise during the term of the collective agreement and may mutually agree to any amendments.

Signed at Burnaby, BC	this	day of	20xx
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SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

Provincial Secretary	Alina Teymory, Union Representative

E&OE

Signed off this 24th day of July 20 19

For the Union

For the Employer

A. Teymory

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	2:57 pm
UP#20 V2	LOU 4	LOU 4 – Re-new and Incorporate into C/A	

LETTER OF UNDERSTANDING NO. 4

BETWEEN

THE NEW DEMOCRATIC PARTY OF BC

AND

MOVEUP (Canadian Office and Professional Employees Union, Local 378)

Re: Finance Officer (Director) – Incumbent Only Pay Rate

- A. This letter confirms that the 2018 pay rate of \$5,899.14 monthly (\$45.38 hourly) for the above noted position shall be applicable only to the current incumbent, Omar Hassine.
- B. It is agreed that the all negotiated salary increases during the term of this Collective Agreement will be applied to the above wage rate.

Signed this 24 day of July, 2019

K.T.C.
Signature
For The New Democratic Party of BC

Alina Teymory
Alina Teymory
For MoveUP (COPE 378)

Raj Sirota
Print Name
For The New Democratic Party of BC

E&OE

Signed off this 24th day of July, 2019

For the Union

For the Employer

A. Teymory

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	3:00 pm
UP21	LOU #5	Amend Re-new	

LETTER OF UNDERSTANDING #5

BETWEEN: **The New Democratic Party of British Columbia**
(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;

RE: PER DIEMS

Daily per diems and mileage rates for the bargaining unit employees shall be the same as those provided for the CUPE bargaining unit.

E&OE
Signed off this 24th day of July 20 19

For the Union

For the Employer

A. Teynary

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

New Democratic Party of BC PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		July 23, 2019	11.50
UP#23	LOU #6	Delete	

LETTER OF UNDERSTANDING #6

BETWEEN: The New Democratic Party of British Columbia
(hereinafter referred to as the "Employer")

Party of the First Party;

AND: MoveUP
Canadian Office and Professional Employees Union, Local 378
(hereinafter referred to as the "Union")

Party of the Second Party;

The parties to the collective agreement hereby agree that when the Union has reviewed its Dispatch system and/or policy, and when the Employer's review of the current LTD plan is complete, the parties will meet to finalize the documentation and/or changes to the collective agreement wording under the appropriate articles as follows:

Article 3.02 New Hires through the Union Office;

Article 9.01 (d) iii LTD Plan

<u>Signed at Burnaby, BC</u>	<u>This 3rd day of</u>	<u>May</u> , <u>2016</u>
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SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Party;

Party of the Second Party;

"Original Signed"	"Original Signed"
Provincial Secretary	Barry Hodson, Senior Union Representative
	"Original Signed"
	Karl Riley, Bargaining Committee

E&OE

Signed off this 23rd day of July 2019

For the Union

For the Employer

A. Teymou

K.T.C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 7/22/19	Time: 1:39
UP#24	LOU 6	LOU 6 – Re-new and Incorporate into C/A	

LETTER OF UNDERSTANDING NO. 6

BETWEEN

THE NEW DEMOCRATIC PARTY OF BC

AND

MOVEUP (Canadian Office and Professional Employees Union, Local 378)

Re: Finance Officer (Director) Election Overtime

- July 1, 2017 to June 30, 2022*
- A. This letter shall be appended to the ~~July 1, 2015 to June 30, 2019~~ Collective Agreement. It shall expire automatically with the expiry of that agreement unless it is specifically renewed by the mutual agreement of the parties.
- B. It is understood that in lieu of all overtime worked during an election campaign, the Finance Officer will receive five (5) days special leave per election campaign worked. The five (5) days of special leave must be taken in the same year as the year it was earned.

Signed this 3th day of August, 2018 ~~2019~~

K. L.
Signature
For The New Democratic Party of BC

A. Teymore
~~Nathan Beausoleil~~
For MoveUP (COPE 378)

Kaj Saha.
Print Name
For The New Democratic Party of BC

E&OE
Signed off this 3th day of August, 20 19

For the Union

For the Employer

A. Teymore K. L.

AT



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 23, 2019	11:54
UP#25	LOU #xx	NEW	

LETTER OF UNDERSTANDING #

BETWEEN: The New Democratic Party of British Columbia
(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;

RE: APPENDIX B

The Union and the Employer will appoint one representative each to meet within 3 months of ratification of this contract to review and amend the Job Descriptions contained within Appendix "B". All changes will be by mutual agreement, and any disagreement regarding classifications shall fall under the process outlined in Article 11.02.

E&OE

Signed off this 23rd day of July 20 19

For the Union

For the Employer

A. Teymar

K. + C.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		August 8, 2019	11:45
UP#26		PBC EHB Improvements – to be discussed	

Employer Copy

The Union will discuss benefit plan improvements

Union Copy

The union proposes the following changes to Article 9.01

- Increase Eye Exam coverage to \$150\yr
- Adding PBC Direct Card coverage for all members
- Increase Eyeglass, lenses and frames coverage to \$600\yr
- Increase hearing aid coverage to \$3000\4yrs
- Increase Acupuncturist, psychologist and chiropractor coverage to \$1000.00\yr no deductible
- ~~- Increase HSA coverage to \$750.00\YR~~ AT B3.

E&OE

Signed off this 8th day of August 20 19

For the Union

For the Employer

A. Teymou

R.T.C.

6.02 – Union Representation

The employer proposes the below edits to this clause.

- 6.02** The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business related to the Union, provided advance notice is supplied to the Employer **and board rooms are appropriately booked**, in which case permission shall not be unreasonably denied.

If the Employer has authorized the use of Employer facilities for a group meeting, the Union shall have the right to place ballot boxes in the meeting room for the purposes of conducting Union elections, referenda, polling, and Collective Agreement votes.

Date July 23rd, 2019 at 11:57

For the Union:

A. Taymor

R.T. L
for employer
July 23rd, 12:00 PM.

6.03 Employer to Recognize Job Steward

The employer proposes the below addition to this clause.

6.03 Employer to Recognize Job Steward

The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. ~~Following the election of a new job steward, the union shall inform the employer immediately.~~ MS. AT

The union shall keep the employer apprised of all job steward appointments.

Rt. C for the union.
My 23rd. 12:00 pm

7.01 Regular Work Day and 7.02 Regular Work Week *AT*

The employer proposes the below edits to the below clauses.

7.01 Regular Work Day

A regular work day shall consist of seven and one-half (7½) hours between the hours of 8:30 a.m. and 5:00 p.m. By mutual agreement of the employee and the Employer the regular work day may be varied to consist of seven and one-half (7½) hours between the hours of 8:00 a.m. and 6:00 p.m. Mutual agreement may be terminated by either the employee or the Employer at any time.

The Employer may schedule, for each employee—with a minimum of 30 calendar days notice—up to two 'regular' shifts per month to end no later than 8:30 p.m., with no overtime provisions applying up to that hour. Total hours worked in a day or in a week would not exceed seven and one-half (7½) hours per day or thirty (30) hours per week. Such 'late' shifts to be scheduled for the purposes of assisting in ~~conduct of meetings for selection of Federal or Provincial candidates or for selection of Federal or Provincial convention delegates~~ **with Party governance meetings, such as Provincial Council; by-elections; constituency AGMs; and Party fundraisers.** Reasonable effort shall be made by the Employer to distribute these 'late' shifts among appropriate staff members in a fair manner.

The Employer will cover reasonable childcare cost for employees working this late shift, upon receipt submission.

For the Union:
A. Teymory

K.T. ←
For employer
July 24, 2019
10:44 AM

7.09 Emergency Overtime

The employer proposes deleting this clause.

7.09 Emergency Overtime

~~Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) days' notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal allowance in the foregoing Section 8, shall be separate and apart from the above premium provisions.~~

*For the Union:
A. Teymory*

*K.T. C.
for the employer
July 24, 2019
3:05 pm.*

7.10 Overtime is Voluntary

The employer proposes ~~deleting this clause.~~ edits to this clause. ^{MS AT}

7.10 ~~Overtime is Voluntary~~ Overtime is Voluntary. ^{MS AT}

~~Overtime shall be on a voluntary basis and all things being equal will be distributed between all members of the office staff.~~

Overtime is on a voluntary basis.

For the Union
A. Teymour

Rt. ✓
for the employer
July 23rd, 12:10 pm.

7.13 Exchanging Shifts

The employer proposes deleting below clause.

7.13 Exchanging Shifts

~~Employees may exchange shifts, including on and off duty shifts, with the Employer's agreement providing that no overtime payment is involved or that overtime payment is waived.~~

*For the Union:
A. Teymore*

*K.T.C.
for employer
July 23, 2019
12:10 pm.*

7.16 Courses/Workshops—Travel Time

The employer proposes the below edits to this clause.

7.16 Courses/Workshops—Travel Time

The Parties agree that preparation for and teaching at courses/workshops is considered time worked and will be compensated in accordance with the applicable provisions of the Collective Agreement. Time spent travelling for the purpose of conducting courses/workshops will be compensated at straight time rates.

~~(Parties agree to add preparation and teaching workshops to the Bookkeeper's job description).~~

For the Union!
A. Tejmar

Ret. C
for employer
July 23, 2019
12:14 pm.

8.02 Lieu Time for Easter Monday

The employer proposes the deletion of this clause.

~~8.02 — Lieu Time for Easter Monday~~

~~Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted, and overtime rates will not prevail for the work performed on Easter Monday. However, should the Employer request the employee to work on the agreed day off, then overtime rates shall apply.~~

For the Union:

A. Tegnary

K.T. C.
for employer

July 23, 2019
12:15 pm.

8.12

The employer proposes the below edits to this clause.

- 8.12 a) ~~The Employer shall post the vacation schedule for two weeks starting as of November 30th of each calendar year. The Employer shall identify blackout periods and shall do so as early as is feasible, on such schedule for that year. The Employer shall either approve or decline employee's preference by the following December 15th of that calendar year.~~

For the Union
A. Keyman

R.T. C ✓
for employer
July 22nd, 12:20 pm.

8.13

to delete this clause.

The employer proposes ~~the below additions to this clause.~~

8.13

~~During years when provincial elections are scheduled or in the event of the BC NDP forming a minority government, the Union and the Employer may agree to a modified time line for the process to allow earlier planning for vacation schedules.~~

MS

AT

For the Union:

A. Teymouy

For employer:

K. +. C

12:20 pm, May 23

9.01 Benefit Plans

The employer proposes the below edits to this clause.

9.01 Benefit Plans

The Employer will provide a Health Spending Account of \$500.00 each year effective Jan 1, 2016.

The health spending account must comply with the **Canadian Revenue Agency Revenue Canada** rules which provide, any unused portion of the ~~HSA~~ ^{HSA} can be carried forward 1 year but not 2 years, no portion of the ~~HSA~~ ^{HSA} can be paid out to any person covered as this will cause the ~~HSA~~ ^{HSA} to become a taxable benefit. It allows reimbursement for incurred expenses only. ^{AT}

For the Union!
A. Tymony

R. G.
for employer
July 23, 12:24 pm

9.02 Sick Leave

The employer proposes the below addition to this clause.

9.02 Sick Leave

After one (4) (3) months' employment, a full-time employee shall be entitled to twenty (20) working days sick leave with pay each year, effective January 1, 2007, such sick leave to be cumulative from year to year **up to a maximum of 15 days**. Sick leave shall not be added to the vacation leave when not used for the purpose intended.

AT
DAS

75

For the Union:
A. Tegmeyer

K.A. C.
for the employer
July 24, 2019
3:20 pm.

10.05 Sub-Contracting Out and Volunteers

The employer proposes edits to the below clause.

10.05 Sub-Contracting Out and Volunteers

- (a) The New Democratic Party of B.C. agrees not to contract out work presently performed by regular employees covered by this Agreement which would result in the laying off of such employees.
- (b) The New Democratic Party of B.C. agrees to resolve disputes over the definition of "employee", as contained in the Labour Relations Code, through arbitration.
- (c) The Union recognizes that the New Democratic Party of B.C. is a non-profit volunteer organization that must rely on the participation of volunteers in its activities in order to properly accomplish its objectives. The Union agrees that this Agreement shall in no way interfere with or impede the continued use of volunteers. ~~The Employer agrees that the use of volunteers will be limited to opening and sorting mail, stuffing envelopes, filing, assembling kits, photocopying, phoning stakeholders under bargaining unit supervision and non-janitorial office clean-up (administrative). Tasks that are not specifically listed shall be subject to discussion and mutual agreement of the parties.~~
- (d) The New Democratic Party of B.C. agrees that volunteers will not perform work which reduces the current Union establishment of six (6) full-time employees for the duration of this Collective Agreement.

For the Union:
A. Tegmayer

K.T. C.
for employer
July 24, 2019.
10:30 pm.

10.09 Staff Parking

The employer proposes edits to the following clause.

10.09 Staff Parking

~~The Employer agrees to provide and/or pay for staff parking in the near vicinity of the Employer's premises.~~

At the current location (34 W 7th), the employer will provide one parking spot for employees. If the number of parking spot allocations change at any time, the parties will need to discuss.

For the Union:
A. Teymou

K.T. C
for the employer
July 24, 2019
4:05 pm.

10.10

The employer proposes the below edits and title for this clause.

10.10 Confidentiality and Privacy

All employees understand that their employment by the Employer creates a relationship of confidence and trust between them and the Employer with respect to any information of a confidential or secret nature that may be learned by the employee during the period of their employment with the Employer and which relates to the business of the Employer. All such information received by the employee shall be kept strictly confidential, except information already in the public domain, information which is required by law to divulge, or information divulged with the Employer's consent. **In the course of employment, BC NDP employees may also have access to personal information. As such, all employees are required to familiarize themselves with the BC NDP's Privacy Policies and ensure compliance with applicable privacy legislation, including PIPA.**

For the Union:
A. Teyaz

Ret. C
for employer
12:21 am July 23.

Union			
Number	Affected Article/MOU	Date:	Time:
		July 24, 2019	3:04 PM.
Union Reply to Employer Proposal	10.13		

- 10.13 The Employer will cover the cost of the additional insurance coverage needed, (if applicable), by ~~the~~ an employee who is required to use their vehicle to make bank deposits etc during peak periods.

E&OE

Signed off this 24 day of July 20 19

For the Union

For the Employer

A. Teymraz

K.T. C.

11.08 **Call-Out Pay** *edits to*
The employer proposes ~~the deletion of~~ the below clause.

~~11.08~~ ~~Call-Out Pay~~ *Minimum Pay Requirement*

~~An employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.~~

An employee hired, who reports for work and is not put to work, is guaranteed a minimum 4 hours' pay.

For the Union:

A. Tenny

*K.T. Am
for employer
July 24, 2019
9:51 pm.*

13.06 Notice of Recall

The employer proposes edits to the below clause.

13.06 Notice of Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail **and e-mail** to the employee with a copy to the Union at the employee's last known address ^{WAB}~~address~~ **contact information**. The employee ^{AT} must respond to such notice within ten (10) days ^{WAB} of delivery or lose the rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. It is the employee's responsibility to inform the Employer of any change of ~~address~~ **contact information**. ^{WAB} ^{AT}

For the Union:

A. Teymury

K.T. C.
for the employer
July 23rd, 2019
2:10 pm.

Union			
Number	Affected Article/MOU	Date: July 30, 2019	Time: 11:25 AM.
Union reply to Employer proposal	13.09	Amend	

13.09 Severance Pay

In the event of consolidation, or permanent severance, it is agreed that severance pay shall be paid by the Employer to employees whose services are terminated by lay-off or discharge and to those employees who resign after five (5) or more years of service. No severance pay shall be paid to employees who are discharged for just cause or have less than one (1) years' service. The amount of such severance pay shall be one (1) week for every year of service up to

three years of service and two (2) weeks per year for three (3) years or more. Severance pay shall be subject to the maximum six (6) months' pay and in no case shall it exceed this amount.

~~Severance Pay shall also be paid upon separation brought about by resignation if the employee has three (3) or more years' service and shall be payable at one (1) week's pay for each year of service beyond three (3) years. The severance pay outlined herein shall also apply to Article 17.03.~~

E&OE
Signed off this 30th day of July 20 19

For the Union

For the Employer

A. Teym

K. C.

Union			
Number	Affected Article/MOU	Date: July 24, 2019	Time: 10:05 am
Reply to Employer Proposa.	16.06	[Brief description of the change or deletion] Ie: New/Delete/Amend/Housekeeping	

16.06 Alternative Dispute Resolution Process

The parties recognize that there are times when an ~~expedited arbitration~~ Alternative Dispute Resolution Process may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 16 of the Collective Agreement.

- The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the ~~Arbitrator~~ Adjudicator.
- The offices of MoveUP or The New Democratic Party of BC will be used for the process on an alternating basis.
- The Union will designate and use an elected officer or union representative. The Employer will use employees of their Office or a designate. Legal counsel will not be used during the hearing by either party.
- The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- The parties and the ~~arbitrator~~ adjudicator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- Within one week of the hearing, the parties will provide an agreed statement of facts to the ~~arbitrator~~ adjudicator.
- Wherever possible the arbitrator will attempt to mediate a settlement

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymour

K.T.C.

between the parties. The ~~arbitrator~~ adjudicator shall have no authority to amend or alter the terms of the collective agreement.

- (j) In such case that the ~~arbitrator~~ adjudicator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- (k) Any decision arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.

(l) Procedure Guidelines

- i. The Opening Statement: This should basically set out the case from each party's perspective. The ~~arbitrator~~ adjudicator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - ii. The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
 - iii. The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the ~~arbitrator~~ adjudicator.
 - iv. The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the ~~arbitrator~~ adjudicator will do so. By meeting first with the parties to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (m) The ~~Mediator/Arbitrator~~ adjudicator will be ~~Wayne Moore or Ron Keras~~ as agreed by the parties. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the ~~Mediator/Arbitrator~~ adjudicator. In order to exercise this right, 30 days written notice must be provided to the other party. Such termination shall be done by a letter addressed to ~~Mr. Moore~~ the adjudicator and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Teymazy

K.T. C.

expeditiously as possible.

(n) This agreement is without prejudice to the parties' application and interpretation of Article 3.

(o) The parties will attempt to pre-schedule 1-day hearings quarterly.

E&OE

Signed off this 24 day of July 2019

For the Union

For the Employer

A. Tejano

K.T.C

17.02 Retraining

The employer proposes the below edits to this clause.

17.02 Retraining

The Employer shall train all employees on all the technological, **legislative** and procedural changes.

- (a) Training shall be provided during the hours of work, wherever possible.
- (b) If training due to technological change occurs outside of working hours it shall be considered time worked.
- (c) There shall be no reduction in wage or salary rates during the training period.
- (d) All employees associated with the new **systems, rules and processes** will be given sufficient training in the broad principals of the system and the purpose of their own task in relation to the system as a whole.

For the Union:
A. Tabor

R.T. A.
for the employer
July 23, 2019
2:25 pm.



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: July 30, 2019	Time:
			9:55 am
Union Reply to Employer Proposal	18	Amend	

ARTICLE 18 – DISCRIMINATION & HARASSMENT IN THE WORKPLACE

Discrimination

The Union and the Employer recognize the right of employees to work in an environment free from discrimination defined as unfair or differential treatment of an individual or group, whether intentional or unintentional, on the basis of race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender identity, gender expression, age, or sexual orientation, and any prohibited grounds under the BC Human Rights Code.

Sexual Harassment Definition

- (a) ~~The Union and the employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.~~
- (b) ~~Sexual harassment means 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;~~

E&OE

Signed off this 30th day of July 2019

For the Union

For the Employer

A. Tegany

K.T.C.

- ~~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.~~
- ~~(e) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.~~
- ~~(d) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.~~
- ~~(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.~~

Personal Harassment

- ~~(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.~~
- ~~(b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender identity, gender expression, age, or sexual orientation. Such behaviour could include, but is not limited to:~~
 - ~~1. physical threats or intimidation;~~
 - ~~2. words, gestures, actions, or practical jokes, the natural consequences of which is to humiliate, alarm or abuse another person;~~
 - ~~3. distribution or display of offensive pictures or materials.~~
- ~~(e) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.~~
- ~~(d) Personal harassment does not include actions occasioned through the exercising in good faith of Employer's supervisory rights and responsibilities.~~

Harassment including sexual harassment, is behaviour that causes substantial distress, or results in an individual's humiliation or intimidation.

E&OE

Signed off this 30th day of July 2019.

For the Union

For the Employer

A. Teyanry

K.T.C.

Harassment may be based on many grounds, including but not limited to gender, race, age, political belief, ancestry, colour, family status, sexual orientation, gender identity or gender expression, class, physical or mental disability, religious affiliation, or place of origin.

Harassment can be verbal, physical or psychological. Examples of harassment include:

- Offensive or unwelcome comments about a person's identity, ability, lifestyle or physical appearance
- Inappropriate, rude or sexual images, jokes or behaviour
- Physical contact without consent or after a request to stop
- Verbal threats or intimidating gestures
- Yelling, name-calling or belittling
- Deliberate misgendering
- Unwelcome sexual attention or invitation
- Continued one-on-one invitations or communication after requests to cease
- Publication of non-harassing private communication

Procedures for Dealing with Harassment/Discrimination Grievance

- Managers and/or supervisors are expected to intervene when there are situations involving potential discrimination or harassment and to deal with inappropriate actions of their employees.
- ~~Where possible, employees will first attempt to resolve the conflict between themselves. If the conflict cannot be resolved between the affected employees~~ a complaint is brought forward, the employee may proceed with a harassment grievance or a complaint pursuant to the *B.C. Human Rights Code*. *AT*
- Grievances regarding discrimination, personal or sexual harassment will normally be initiated at the level of the Provincial ~~Secretary~~ *Minister* unless the circumstances warrant the involvement of the Executive of the Party.
- Any interference with the conduct of an investigation or retaliation against a complainant or witness will, itself, result in disciplinary action.
- Appropriate disciplinary action will be taken against employees who are found guilty of discrimination or harassment.
- Complaints that are made in bad faith and are vexatious in nature will be subject to appropriate disciplinary actions.
- Harassment grievances/complaints shall be investigated by the Provincial

E&OE

Signed off this 30th day of July 20 19

For the Union

For the Employer

K.T.C

Secretary VRS. AT
Secretary or the Provincial Executive and a written report provided within fifteen (15) days of the receipt of the complaint. Within ten (10) days of the report being written, the Employer shall implement the response, based on the investigation and report. That report and remedial response shall be made available to the complainant, the respondent, and the Union.

In the process of investigation, both respondent and complainant may have union representation.

July 1st AT
If the bargaining unit member is not satisfied with the remedy, ~~he/she~~ may, in conjunction with the union, put the complaint before an adjudicator/arbitrator who specializes in harassment and/or discrimination. The adjudicator/arbitrator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved the adjudicator/arbitrator shall have the right to:

1. dismiss the complaint
2. determine the appropriate level of discipline to be applied
3. make further recommendations as are necessary to provide a final and conclusive settlement of the complaint

Costs of the adjudicator/arbitrator shall be shared equally between the parties.

- (h) Nothing herein compels anyone to make a complaint nor does it replace any other legal right an employee may have, included those protected by the *B.C. Human Rights Code*.

E&OE

Signed off this 30th day of July 2019.

For the Union

For the Employer

A. Teymory

K.T.C



(Canadian Office and Professional Employees Union, Local 378)

**New Democratic Party of BC
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		July 30, 2019	11:25 AM
UP #18 V2	LOU #2 ?	Amend	

LETTER OF UNDERSTANDING #X

BETWEEN: **The New Democratic Party of British Columbia**
(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;

RE: **Article 13.09 Severance**

The Parties agree that should Miki Quan or Sophie Lowe voluntarily resign prior to five (5) years of service, they shall be eligible for severance pay as calculated in Article 13.09.

E&OE

Signed off this 30th day of July 20 19

For the Union

For the Employer

A. Teymar

K.T.C.