

COLLECTIVE AGREEMENT

Between

THE NEW DEMOCRATIC PARTY OF BC

(hereinafter referred to as the "Employer")



And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

July 1, 2022 to June 30, 2023

COLLECTIVE AGREEMENT

BETWEEN: THE NEW DEMOCRATIC PARTY of B.C.

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

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Effective: July 1, 2022 to Expiry: June 30, 2023

COLLECTIVE AGREEMENT

BETWEEN: THE NEW DEMOCRATIC PARTY of B.C.
(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;

ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time-to-time arise and to promote the mutual interest of the Employer and its employees, to promote and maintain such conditions of employment, and in recognition whereof, the Parties hereto covenant and agree as follows:

ARTICLE 2 – BARGAINING UNIT and RECOGNITION

2.01 Union Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP (Canadian Office and Professional Employees Union, Local 378), and within the classification of office and clerical workers listed in Appendix "A" or within such new classification as may from time-to-time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

ARTICLE 3 – UNION SECURITY

3.01 Union Membership

The Employer agrees that all employees shall maintain Union membership in MoveUP (Canadian Office and Professional Employees Union) as a condition of employment.

3.02 New Hires through Union Office

When office workers are required, the Employer shall notify the Union office. Within ten (10) days of such notification, the Union may provide the Employer with a list of available Union members. The Employer agrees to interview all qualified Union members and shall select the candidate the Employer considers most suitable. Should office workers who are Union members not be available and/or qualified, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing as a condition of continuing employment.

The Employer agrees to advise the Union office when requiring the Union to supply competent office workers. The Employer may conduct a candidate search simultaneously from the Union and the public.

3.03 Termination for Non-Payment of Dues

Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.

3.04 Dues Check-Off

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.

3.05 The employer will supply the following information in electronic format to the Union. Name, employee status, full/part time status, regular/part time status, pay rate, most recent hire, job title and union seniority date, home address, city, postal code, work and home phone number.

ARTICLE 4 – THE RIGHTS of THE EMPLOYER

4.01 Management Rights

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Article 15 and 16.

4.02 Union to Promote Welfare of Employer

The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer.

ARTICLE 5 – DEFINITION of EMPLOYEES

5.01 Regular Employee

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

5.02 Regular Part-Time Employee

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- (a) Sick leave entitlement shall be on pro-rata basis consistent with the time employed.
- (b) Regular part-time employees shall receive statutory holiday pay on a pro-rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- (c) Annual vacation entitlement shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 8.10.

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.

5.04 Probation Period

All new employees, except temporary will be considered probationary for the first ninety (90) days of employment. This period may be extended for a further three (3) month period by mutual agreement between the Employer and the Union. Any discussion about an extension should commence at least two (2) weeks prior to the expiry date. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment, or agreed upon extension.

5.05 Employer's Representative to Advise Duties

The Employer or their representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 – UNION REPRESENTATION

6.01 The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board members, Councillors, Job Stewards and any other Union official or representative whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

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.

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

6.04 The Employer will permit within reason, employees who represent the Union and the members they represent to meet on company time and with no loss in pay in respect to investigating complaints, resolving grievances, distributing Union bulletins, attending Joint Committee meetings and orienting new employees.

6.05 No Discrimination for Union Membership

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

6.06 Leave for Union Officers

- a) Union representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.
- b)
 1. The Union will reimburse the Employer for all time lost whenever an employee is continuously involved in Union business even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two.
 2. The Union is responsible for the costs of the leaves, including salary and a loading factor of twenty-two percent (22%).
 3. It is understood between the parties that the Employer will continue payment of full premium costs for MSP, Dental, Extended Health, Group Life and AD&D during the leave of absence.

6.07 Joint Consultation Committee

- Each party to this Agreement shall appoint representatives to a Joint Consultation Committee.
- Representatives to the Committee will not exceed two (2) each from the Employer and the Union and will include Provincial Director and job steward.
- The purpose of the Committee shall be to meet from time-to-time at the request of either party to discuss general issues and concerns regarding the workplace and to attempt to reach consensus regarding proposed resolution of issues and implementation of ideas.
- Specific concerns that may be the subject of a grievance will not be dealt with by the Committee. Decisions made by the Committee will not infringe, amend or be contrary to the terms of the Collective Agreement.

ARTICLE 7 – HOURS of WORK and OVERTIME

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 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.

7.02 Regular Work Week

A regular work week shall consist of thirty (30) hours worked in a four (4) day period between 8:30 a.m. Monday and 5:00 p.m. Friday, except for the situations mentioned above.

7.03 Lunch Period

A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged by the employee.

By mutual agreement of the employee and the Employer, the lunch break may be reduced to thirty (30) minutes and the employee may end their shift thirty (30) minutes earlier or begin their shift thirty (30) minutes later. Mutual agreement can be terminated by either the employee or the Employer at any time.

7.04 Relief Periods

Two (2) relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon, shall be taken without loss of pay.

7.05 Overtime After Regular Work Day

All time worked before or after the regularly established working day or in excess of seven and one-half (7½) hours per day shall be considered as overtime; the first two (2) hours overtime per week shall be compensated at one hundred and fifty (150%) per cent of the employee's regular hourly rate and all overtime beyond the two (2) hours per week shall be compensated at two hundred (200%) per cent.

7.06 Other Overtime

All time worked on a normal day off, Saturday/Sunday or on a Statutory Holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) per cent of the employee's hourly rate.

7.07 Paid Meal Period During Overtime

All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.08 Minimum Pay for Call-Out

Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at overtime rates, provided the employee reports for such work.

7.09 Overtime is Voluntary

Overtime is on a voluntary basis.

7.10 Time Off in Lieu of Overtime Pay

Employees who work overtime may elect or may be requested to take time off in lieu of overtime pay. Such compensation must be by mutual agreement and, if time off is elected, it must be taken at a time mutually agreed upon. The length of time off with pay

shall be equal to the straight-time equivalent to the overtime earnings. Preference shall be given in allowing the use of said time off in lieu of overtime, during the months of June, July and August, but no one (1) employee shall use more than two (2) days per month during these months. Employees will endeavour to use up banked overtime by December 31st of each year.

7.11 Sick Leave Not to Reduce Overtime Earnings

Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

7.12 General Election Hours of Work and Overtime

During general elections, from the date of the issue of the writ to Election Day, the following provisions shall apply:

- (a) The regular work day shall consist of hours worked between 8:30 a.m. and 9:00 p.m. There shall be no split shifts.
- (b) Employees may be required to work thirty-seven and one-half (37½) hours in a seven (7) day period between 8:30 a.m. Monday and 10:00 p.m. Sunday. Employees shall be granted two consecutive days of rest in a work week.
- (c) Employees who work hours in excess of the employee's normal weekly hours work (i.e. thirty (30) hours per week or sixty-seven and one-half (67½) hours per two weeks) up to thirty-seven and one-half (37½) hours will receive time off at straight time rates for those additional hours. Hours worked in excess of thirty-seven and one-half (37½) hours will be compensated at one hundred and fifty (150%) per cent.

7.13 Convention Hours of Work and Overtime

In the weekend and the week following convention the following provisions shall apply:

- (a) The convention work day shall consist of hours worked between 8:30 a.m. and 10:00 p.m. on the convention days and 8:30 a.m. and 5:00 p.m. on other days during the convention period. There shall be no split shifts.
- (b) The convention period shall consist of:
 - i) sixty (60) hours worked in a fourteen (14) day period, or
 - ii) sixty-seven and one-half (67½) hours worked in a fourteen (14) day period if working the nine-day fortnight;commencing with the Monday the week before convention and ending the end of Sunday the week following convention.
- (c) An overtime rate of one hundred and fifty (150%) per cent shall apply for hours worked in excess of sixty (60) hours during the convention period or sixty-seven and one-half (67½) if working the nine-day fortnight.
- (d) An employee requested to work a regular work day (as defined in Article 7.01) in town at special functions, including convention, outside the employee's regular place of employment shall be paid a per diem allowance of twenty-five dollars (\$25.00).

7.14 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.

ARTICLE 8 – STATUTORY HOLIDAYS, ANNUAL VACATIONS

8.01 Statutory Holidays

The Employer agrees to provide regular employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any other day that may be stated a legal holiday by the Provincial, Civic, and/or Federal Government. The Employer further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday. The day[s] given will be determined by the Employer.

For temporary and casual employees, Employment Standards Act provisions shall apply, that is, compensation for statutory holidays will apply when the employee has been employed for at least thirty (30) calendar days prior to the holiday and has worked or earned wages for fifteen (15) of the preceding thirty (30) calendar days prior to that holiday.

8.02 Lieu Time for Statutory Holidays Falling During Annual Vacation

In the event any of the holidays enumerated in Section 1 above, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

8.03 Work Scheduling When Statutory Holidays Occur

- (a) When a Statutory Holiday forms part of the normal work week, all employees shall be scheduled so as to provide an equal number of working days, i.e. if a Monday is the Statutory Holiday, those normally working Monday-Thursday shall be shifted to Tuesday-Friday maintaining their four (4) days of work.
- (b) All employees shall receive one (1) extra day's pay (seven and one-half (7) hours at straight time) for the Statutory Holiday or days in lieu of those listed in Section 1 above.

8.04 Floating Holiday

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 two (2) paid holidays in each year of service thereafter. This will be known as a "floating" holiday to be taken at a time mutually agreeable to the Employer and the employee.

8.05 Vacation Entitlement for First Year of Employment

During the first (1st) year of employment each employee shall be entitled to one and one-half (1½) days' vacation for each month worked. Vacation credits shall be calculated from an employee's original date of employment.

8.06 Vacation Entitlement for the Second Through Third Years of Employment

All employees shall be entitled to twenty-two (22) working days' vacation.

8.07 Vacation Entitlement for the Fourth Through Eighth Years of Employment

All employees shall be entitled to twenty-four (24) working days' vacation.

8.08 Vacation Entitlement for the Ninth through Thirteenth Years of Employment

All employees shall be entitled to twenty-nine (29) working days' vacation.

8.09 Vacation Entitlement for the Fourteenth and Subsequent Years of Employment

All employees shall be entitled to thirty-four (34) working days' vacation.

8.10 Vacation Pay

Vacation pay will be a current regular weekly salary or eight (8%) per cent for Article 8.07, ten (10%) per cent for Article 8.08, twelve (12%) per cent for Article 8.09 or fourteen (14%) per cent for Article 8.10 of gross salary for the period in which the vacation was earned.

- 8.11**
- a) The Employer shall identify blackout periods and shall do so as early as is feasible.
 - b) For scheduled vacation senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following: Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the bargaining unit have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority. Vacations may be cancelled, providing prepaid travel costs are reimbursable by the Party, when they are scheduled in whole or in part, during the period of an election campaign, from the issuance of the writ until E+ 10.
 - c) Unscheduled vacation shall be submitted to the Employer for approval with three (3) weeks' notice. Such vacation shall be approved or declined within five (5) working days and shall be subject to a first come first serve basis.

8.12 Vacations May be Taken in Year of Entitlement

Vacations shall be taken in the year they are earned. Any unearned portion taken will be repaid by the employee upon termination. Vacation may be carried over to the next calendar year by mutual agreement.

- 8.13** An employee who has been on sick leave/WCB for more than three (3) months shall not accrue vacation credits.

ARTICLE 9 – SICK LEAVE, WELFARE PLANS and LEAVE of ABSENCE

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 Canada Revenue Agency 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 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 year per person.

iii) Hearing aids to a maximum of seven hundred (\$700.00) dollars per person once every four (4) years.

iv) One thousand (\$1,000.00) dollars per year for psychologist—no deductible, one thousand (\$1,000.00) dollars per year for acupuncturist—no deductible and one thousand (\$1,000.00) dollars maximum per person per year for chiropractor.

v) Eye examinations: maximum payment per person of one hundred and fifty dollars (\$150.00) per year.

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 to receive benefit under 9.01(a), 9.01(c), and 9.01 (e) for a period of six (6) months after retirement.

9.02 Sick Leave

After three (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 seventy-five (75) days. Sick leave shall not be added to the vacation leave when not used for the purpose intended.

9.03 Reporting Sick Leave

Employees who have taken sick leave shall file with the Employer, or person designated by the Employer, an absence sheet on the day the employee returns to work in order to be eligible for such sick leave under Article 9.02.

9.04 Sick Leave for Appointments

- (a) Sick leave may be utilized for medical and dental appointments with the understanding that any period utilized shall be debited to the employees sick leave account.
- (b) Notwithstanding the provision in 9.04, it is specifically agreed and understood that wherever possible employees shall utilize their normal days off for medical and/or dental appointments. The provisions of 9.04 shall apply only under circumstances where it is not possible for the employee to utilize their normal day off.

9.05 Funeral Leave

In the case of death in the immediate family, i.e., spouse, common-law spouse, same sex spouse, parent or person in loco parentis, parent-in-law, step-parent, child, step-child or, sibling, grandparent, or grandparent-in-law an employee shall be granted up to five (5) working days leave of absence with pay. Additional leave of absence without pay may be granted in the case of a death in the immediate family.

9.06 Emergency Leave With Pay

In the event of a family or household crisis, leave of absence with pay will be granted, within reason, given the nature of the crisis. As a rule, Emergency Leave will not exceed four (4) working days in a calendar year, however, consideration will be given for special circumstances.

9.07 Payout for Unused Sick Leave

An employee having accrued sick leave to their 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. 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.

9.08 Extended Leave

Employees who have exhausted their eight (8) day waiting period to become eligible for wage indemnity, or their wage indemnity benefits, shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months with over one (1) year of service, where a qualified medical practitioner certifies that they will be disabled from work for a lengthy period of time.

9.09 Maternity / Parental / 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.
- (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 sixteen (16) weeks, ie. full pay for the two-week waiting period if applicable, and 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 their 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.

9.10 Personal Leave Without Pay

Any employee may apply for, and where possible receive, leave of absence for reasons other than sick leave. The term of the leave will be provided by the employee. Permission for such leave must be obtained from the Employer, in writing.

The Employer agrees to continue payment of full premium costs for MSP, Dental, Extended Health, Group Life and AD&D during the leave of absence provided the employee pays the Employer the total premium for such coverage. Employees may choose to maintain any or all such benefits.

9.11 Medical Evidence

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. If requested, the Employer shall pay the cost of the certificate.

9.12 Paid Educational Leave

- (a) When an employee completes an educational course taken for the purpose of training at any level of general, social, civic and/or Trade Union education as approved in advance by the Employer, the Employer will reimburse one hundred per cent (100%) of the cost of this course to the employee.

This reimbursement will be made as follows:

- i) fifty per cent (50%) upon registration,

- ii) fifty per cent (50%) upon successful completion of the course.
- (b) When the Employer requests an employee to attend a course related to political education or job skills, the Employer will pay one hundred per cent (100%) of the cost upon registration.
- (c) The Employer further agrees that where such educational leave as detailed in (a) or (b) above is granted during normal working hours, the leave shall be without loss of wages or benefits for:
 - i) A maximum of one (1) normal work week in the event of any leave detailed in (a) above. However, such leave may be granted for longer periods of time without loss of pay or benefits at the sole discretion of the Employer.
 - ii) All hours of work lost in the event of any leave detailed in (b) above.
- (d) In the event any employee attends an educational course as specified in (b) above, and that day is other than a regular working day, then a compensating day off with pay shall be granted and taken by the employee immediately preceding or succeeding the day of attendance at such course, or at such other time as it is mutually agreed upon between the Employer and the employee.

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 leave 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.

ARTICLE 10 — GENERAL

10.01 No Conflict With Agreement

The Employer agrees not to enter into agreements with employee(s) which change, add to or violate the provisions of this agreement.

10.02 Savings Clause

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect.

10.03 Union Label to be Used

All members shall be required to use their Union Label.

10.04 Union Label Made Available to Employer

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP (Canadian Office and Professional Employees Union) with the designation of Local 378 and shall remain the sole property of the Union.

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.
- (d) The New Democratic Party of B.C. agrees that volunteers will not perform work which reduces the current Union establishment of full-time employees for the duration of this Collective Agreement.

10.06 Jury Duty

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less

than two (2) hours of their normal shift remains to be worked.

Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed seven and one-half (7½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven and one-half (7½) hours shall be considered overtime and paid as such.

10.07 Picket Line

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by

the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

10.08 No Suspension of Work During Life of Agreement

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

10.09 Staff Parking

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.

10.10 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.

10.11 For all new employees, membership in the New Democratic Party of B.C. shall be considered a condition of employment. Membership dues to be checked off as authorized by the employee.

10.12 Union Communication

- a) The Employer will permit the use of its communications and information technology systems, including fax machines and e-mail network, for correspondence between the Union office, officers, councillors, job stewards, employees and other properly qualified representatives of the Union for the purpose of carrying out Union business related specifically and exclusively to the Employer. Company communications and information technology systems shall not be used for corresponding on matters unrelated to Employer business, such as discussion of internal union affairs and discussion of external and internal political issues.

- b) Employees, other than officers, councillors, job stewards, and other properly qualified representatives of the Union, will be permitted to use Employer communications and information technology systems for corresponding with Union office representatives on labour relations issues.
- c) Any use of Employer communications and information technology systems is subject to all applicable company policies, including those pertaining to use of such systems.

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

ARTICLE 11 – WAGES

11.01 Classification of Employees

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage scale for such classification in accordance with the table of categories and the job classifications and duties, outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

11.02 New Positions

Any position not covered by Appendix "A", any new position which may be established during the life of this Agreement, or significant change to the current positions shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, it may be submitted to the Arbitration procedure, as defined in Article 16 of this Agreement.

11.03 Minimum Wage Scales

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.

11.04 Minimum Commencing Salary

Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and the minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience.

11.05 Equal Pay for Equal Work

Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

11.06 Pay for Combination of Classifications

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

11.07 Substitution Pay

An Employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Section 6 above.

11.08 Minimum Pay Requirement

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

11.09 Retroactive Pay

The Parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

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 allowance for all distances travelled on approved Party business, not including to and from work.

The vehicle allowance shall be \$0.54 per kilometre.

ARTICLE 12 — SENIORITY

12.01 Seniority Defined

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.

12.02 Seniority Lost When Employees Terminate

Except as otherwise provided in this Agreement, an employee who leaves the Union and subsequently returns, will be considered a new employee from the date of rejoining the Union for purposes of seniority credit.

12.03 Seniority Layoff and Recall

An employee laid-off and placed on the recall list under Article 13, Section 5, will be credited with unbroken seniority upon recall within the recall period, provided such employee has not in the meantime joined another Union.

12.04 Seniority for Periods of Temporary Work

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer.

12.05 Seniority — Regular Part-Time Employees

Regular part-time employees will be considered as regular employees and credited with seniority for the calendar period employed, except as provided in Article 5, Section 2.

12.06 Seniority — Approved Leave of Absence

Approved leaves of absence as follows will not affect seniority and an employee on such leaves will continue to accrue seniority:

- i) Article 6.06(a) Union Business
- ii) Article 8 Statutory Holidays, Annual Vacation
- iii) Article 9.01(b) Wage Indemnity
- iv) Article 9.02 Sick Leave
- v) Article 9.05 Funeral Leave
- vi) Article 9.06 Emergency Leave with Pay
- vii) Article 9.09 Maternity/Paternity Leave
- viii) Article 9.12 Paid Education Leave
- ix) Article 13.08 Period on Recall
- x) WCB

12.07 Accumulative Seniority

Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

12.08 Seniority Lists

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 13 – PROMOTION, LAY-OFF, RECALL, SEVERANCE and PENSION PLANS

13.01 Promotion from Within

The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

13.02 Basis for Promotion

Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Employer.

13.03 Layoff Procedure

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower labour grade with; the least seniority in such classifications, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority, in the same or lower classification, providing such employees have the necessary qualifications and seniority.

13.04 Notice of Layoff

All regular (i.e. permanent) employees shall be given two (2) weeks' notice of lay-off or two (2) weeks salary in lieu of notice.

13.05 Recall List

Any regular full-time or part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

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 contact information. The employee must respond to such notice within ten (10) days 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 contact information.

13.07 Right of Recall

Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

13.08 Salary Treatment on Recall

Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

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.

The severance pay outlined herein shall also apply to Article 17.03.

13.10 RRSP

The Employer agrees to contribute thirteen (13%) per cent of gross earnings towards Retirement Savings to be paid on each pay period.

ARTICLE 14 – DISCHARGE and TERMINATION

14.01 Just Cause

The Employer shall not discipline or dismiss an employee bound by this Agreement except for just and reasonable cause. The burden of proof of just cause shall rest with the Employer.

14.02 Union Representation

An employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on their behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

14.03 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action, and the reasons for this action. The Union office will receive a copy of this written notice.

14.04 Right to Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any discipline or dismissal involving any employee.

14.05 Remedial Authority

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an employee has been disciplined or dismissed improperly under this Agreement, the Arbitrator, the Labour Relations Board, or other body shall have the power to:

- (a) Direct the Employer to reinstate the employee with full pay and to make the employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the employee under the Collective Agreement had they remained working, or substitute such lesser remedy which in the opinion of the Arbitrator, Labour Relations Board, or other body, as the case may be, determines to be fair and reasonable;
- (b) Make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

14.06 Salary Treatment on Termination

An employee whose employment is terminated by the Employer, as set under this article shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 15 – GRIEVANCES

15.01 Definition of Grievance

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable.

15.02 Right to Grieve

- (a) Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union.
- (b) The Union shall have the right to initiate and to process a policy grievance under this Agreement on behalf of itself, or an individual grievance on behalf of any employee, or a group grievance on behalf of any group of employees. The Parties specifically agree that a policy grievance may seek financial redress.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.

15.03 Complaints

Should an employee have a grievance, the employee and/or a Union Representative shall discuss the grievance with the appropriate immediate supervisor or manager. Failing a resolution of an employee's grievance, the matter may be initiated and processed as a grievance under this Article.

15.04 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate stage by:
 - i. Setting out the nature of the grievance and the circumstances from which it arose;
 - ii. Stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - iii. Stating the redress or other action required to resolve the matter;
 - iv. Transmitting the grievance to the other Party;
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

15.05 Stages of Appeal

- (a) **Stages:** A grievance may be appealed in writing by the Union or the Employer through the following stages:
 - i. **Stage 1:** immediate Employer Representative and a Union Representative or their respective alternate(s);
 - ii. **Stage 2:** appropriate Employer Representative, and a full-time Union Representative or their respective alternate(s);
- (b) **Dismissal and Termination Grievances:** A grievance concerning the dismissal or termination of any employee shall be initiated at Stage 2 of the grievance procedure.
- (c) **Policy Grievances:** A Policy Grievance shall be initiated at Stage 2. Policy Grievances shall be heard between the appropriate representative of the Union and the appropriate representative of the Employer. The Parties specifically agree that a policy grievance may seek financial redress.
- (d) **Group Grievance:** A Group Grievance which involves more than one employee in the same headquarters shall be initiated at Stage 2.
- (e) **Bypassing Stages:** By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to any grievance.

15.06 Time Limits

(a) Initiating a Grievance

- i. Individual grievances under this Article must be initiated within 15 working days of the employee's awareness of the circumstances giving rise to the grievance.
- ii. Group or policy grievances under this Article must be initiated within 15 working days of the employee, the Union, or the Employer becoming aware of the occurrence or circumstances giving rise to the grievance.

(b) Convening a Grievance Hearing: A grievance hearing under this Article must in each case be convened within 20 calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response: The grieving Party shall be provided with a written response by the other Party within 20 calendar days following the date of the conclusion of the grievance hearing.

(d) Appealing a Grievance Denial: A grievance which is denied at Stage 1 of the grievance procedure within 20 calendar days following the date of receipt of the written denial of the grievance.

(e) Referral to Arbitration: A grievance, which is denied at Stage 2 of the grievance procedure, must be referred to arbitration within 30 calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits: The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union. Requests by either Party for extension of applicable time limits shall not be unreasonably denied.

15.07 Compliance with Time Limits

Both Parties will undertake to adhere to and comply with the time limits set out in this Article.

15.08 Time Off Work

Employees required by the Union to attend or participate in any investigation, discussion, meeting or hearing arising pursuant to this Article with respect to any grievance shall be granted reasonable time off work by the Employer and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Employer.

15.09 Effects of Settlement

- (a) Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each employee in the bargaining unit affected by the settlement.
- (b) The grieving party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position on the same or any matter.

15.10 Reference to Arbitration

A grievance not resolved at Stage 2 may be submitted by the grieving party to arbitration by written notice to the other Party.

ARTICLE 16 – SINGLE ARBITRATOR

- 16.01** (a) When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

16.02 Notification of Arbitration

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Step 3 of Article 18. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

16.03 Agreement on Arbitrator

The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

16.04 Powers of Arbitrator

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and make their award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver their award, in writing, to each of the Parties and the award shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

16.05 Costs of Arbitration

Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursement or expenses of the Arbitrator.

16.06 Alternative Dispute Resolution Process

The parties recognize that there are times when an 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.

- (a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.

- (b) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- (c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Adjudicator.
- (d) The offices of MoveUP or The New Democratic Party of BC will be used for the process on an alternating basis.
- (e) 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.
- (f) 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.
- (g) The parties and the 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.
- (h) Within one week of the hearing, the parties will provide an agreed statement of facts to the adjudicator.
- (i) Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The adjudicator shall have no authority to amend or alter the terms of the collective agreement.
- (j) In such case that the 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 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 adjudicator.
 - iv. The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the 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 adjudicator will be as agreed by the parties. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the 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 the adjudicator and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as 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.

ARTICLE 17 – TECHNOLOGICAL or PROCEDURAL CHANGES

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.

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.

17.03 Termination or Recall

In cases where employees are not trainable for available positions or where other positions with the Employer are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. An employee on recall under this Section, shall receive all the benefits which the employee has accrued during employment at the end of the recall period, or at such earlier time as the employee may elect.

17.04 Extension of Recall Period

A specified extension of the recall period, where recall is applied under the foregoing Section 3, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Information to Union

The Employer agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

17.06 New Classifications

In the event future methods or equipment become necessary and the classifications contained in this Agreement are not applicable, the Employer and the Union will review and establish such new classifications as may be required.

17.07 Shiftwork

Shall not be introduced, until agreement is reached, to personnel where shift working is not currently accepted within the occupation.

17.08 Income Protection

An employee who is displaced from their job by virtue of technological or procedural change will suffer no reduction in normal earnings.

17.09 Transfer Arrangements

An employee displaced from their job as a result of technological or procedural change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy, they have the right to displace employees with less seniority, provided they are able to perform the job.

17.10 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.

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.

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

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 or 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

- (a) 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.
- (b) If a complaint is brought forward, the employee may proceed with a harassment grievance or a complaint pursuant to the *B.C. Human Rights Code*.
- (c) Grievances regarding discrimination, personal or sexual harassment will normally be initiated at the level of the Provincial Director unless the circumstances warrant the involvement of the Executive of the Party.
- (d) Any interference with the conduct of an investigation or retaliation against a complainant or witness will, itself, result in disciplinary action.
- (e) Appropriate disciplinary action will be taken against employees who are found guilty of discrimination or harassment.
- (f) Complaints that are made in bad faith and are vexatious in nature will be subject to appropriate disciplinary actions.
- (g) Harassment grievances/complaints shall be investigated by the Provincial Director 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.

If the bargaining unit member is not satisfied with the remedy, they 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*.

ARTICLE 19 – DURATION

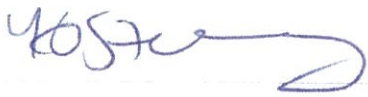
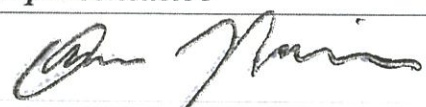
19.01 This Agreement will be in full force and effect on and after the **1st** day of **July 2022** through the **30th** day of **June 2023**. After the expiry of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

19.02 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

Signed at Burnaby, BC	This 5th day of	April, 2023
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SIGNED on BEHALF of the EMPLOYER
Party of the First Part;

SIGNED on BEHALF of the UNION
Party of the Second Part;

 Heather Stoutenburg, Provincial Secretary	 Nathan Beausoleil, Union Representative
	 Omar Hassine, Bargaining Committee
	 Miki Quan, Bargaining Committee

E & OE
ks: usw 2009

APPENDIX "A"

Monthly Salary Scales and Job Classifications

Effective July 1, 2022

Increase July 1, 2022	Start		6 Months		12 Months		18 Months	
3.00% + \$0.25	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
General Office Clerk	<u>4,483.32</u>	<u>34.39</u>	<u>4,640.41</u>	<u>35.60</u>	<u>4,883.42</u>	<u>37.46</u>	<u>5,127.77</u>	<u>39.34</u>
-Temporary Employees to 3 Months	<u>4,153.04</u>	<u>31.86</u>	-	-	-	-	-	-
Executive Secretary	<u>5,392.27</u>	<u>41.37</u>	<u>5,468.80</u>	<u>41.95</u>	<u>5,542.64</u>	<u>42.52</u>	-	-
Bookkeeper	<u>5,392.27</u>	<u>41.37</u>	<u>5,468.80</u>	<u>41.95</u>	<u>5,542.64</u>	<u>42.52</u>	-	-
Senior Bookkeeper	<u>5,897.09</u>	<u>45.24</u>	<u>5,984.36</u>	<u>45.91</u>	<u>6,070.28</u>	<u>46.57</u>	-	-
Director Of Finance	-	-	-	-	<u>6,498.57</u>	<u>49.85</u>	-	-

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.

APPENDIX "B" – Job Descriptions

The following job descriptions are intended to describe the general type of work performed within each job title. The titles are not intended to restrict the Employer's ability to transfer duties between job titles with the same pay grade, to balance workloads or maximize the use of the worker's time, nor are they intended to restrict employees from accessing their rights in other areas of the Collective Agreement. This transferability shall not be construed to mean that a worker will be able to perform all duties itemized in the other job titles.

SENIOR BOOKKEEPER

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: PROVINCIAL SECRETARY
DATE REVIEWED: April 17, 2007

JOB SUMMARY:

Under the direction of the Provincial Secretary, performs the Party's accounting functions. Handles the day-to-day accounting and financial responsibilities of the BC NDP. Prepares requested financial statements during the operating year. Assists with the preparation of the annual budget, annual financial reports and audits. Performs bookkeeping prepare invoices, receives contributions and incoming cash, processes payments, keeps records, post to ledger and journal. Maintain automated financial systems. Maintain records for payroll and benefits. Oversees staff performing clerical and support elements of the above items.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Bookkeeping:
 - (a) Keep financial records and establish, maintain and balance various accounts.
 - (b) Post journal entries and reconcile accounts, prepare trial balance of books and maintain general ledgers
 - (c) Verify, code and post invoices and prepare cheques for accounts payable
 - (d) Prepare payroll and maintain benefits records
 - (e) Prepare and code batches for revenues
 - (f) Prepares bank deposits
 - (g) Post batches for accounts receivable
 - (h) Prepare and maintain statement of accounts for constituency associations.
2. Accounting:
 - (a) Analyze accounts, prepare adjusting entries and produce periodic financial statements
 - (b) Prepare year-end financial statements, Adjusted trial balance, Year-end adjusting entries
 - (c) Prepare various financial reports
 - (d) Maintains bank accounts transactions, bank reconciliation and cash flow analysis
 - (e) Setup and maintenance of chart of accounts, Segment codes, distribution and item codes, vendors groups, documents numbers and references numbers. Setup and maintain the Financial Reporter Crystal reports coding
 - (f) Coordinate and/or maintain projects: Fundraising functions files, constituencies Statement of Accounts, Convention accounting, Pre and Election accounting, By-election accounting, leadership accounting, regional conferences
 - (g) Respond to constituency's finance related queries and solve problems
 - (h) Compile financial reports for Elections BC filing

- (i) Maintain record keeping for the Broadway Commonwealth Society, Democrats Publications and Commonwealth Society.
- 3. Others:
 - (a) ACCPAC maintenance and adaptation to Political Party operations.

BOOKKEEPER

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: PROVINCIAL SECRETARY
DATE REVIEWED: July 10, 2007

JOB SUMMARY:

Under the direction of the Senior Bookkeeper, maintain complete sets of books, keep records of accounts and verify the procedures used for recording financial transactions.

MAJOR DUTIES AND RESPONSIBILITIES:

1. General Ledger:
 - (a) Keep financial records and establish, maintain and balance various accounts
 - (b) Post journal entries and reconcile accounts, prepare trial balance of books and maintain general ledgers
 - (c) Reconcile bank account.
2. Accounts Payable:
 - (a) Maintain vendors records
 - (b) Create and maintain distribution codes
 - (c) Verify, code and post invoices and rebates
 - (d) Prepare cheques/direct deposits
 - (e) File and maintain Constituencies and accounts payables files.
3. Accounts Receivable:
 - (a) Prepare bank deposits
 - (b) Process credit card payments, monitor website donations, maintain credit cards log sheets and prepare transfers to chequing account.
 - (c) Reconcile credit cards accounts
 - (d) Maintain revenue and distribution codes
 - (e) Prepare, code and post revenue batches
 - (f) Prepare and maintain statement of accounts and Council Expense invoices for constituency associations.
4. Payroll:
 - (a) Assist in processing payroll
 - (b) Assist in maintaining hour bank and contribution records for benefits.
5. Administrative:
 - (a) Mail cheques and respond to vendors queries
 - (b) Mail/email Constituencies cheques/direct deposit advices and respond to queries
 - (c) Mail/email various reports to constituency Associations
 - (d) Maintain Treasurers' list on Outlook
 - (e) Assemble fundraising functions' files
 - (f) Prepare, mail and maintain various form letters
 - (g) Assist in preparing financial documents
 - (h) Assist in workshop preparation and presentation.

GENERAL OFFICE CLERK/COMPUTER OPERATOR-DATA CONTROL

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: ADMINISTRATIVE MANAGER
DATE REVIEWED: February 20, 2006

JOB SUMMARY:

Working independently or under minimal supervision, performs various clerical and administrative duties. Acts as resource person for database operations. Compiles various computer-generated reports in support of organization and other end users. Selects and specifies commands required for program execution. Enters and maintains membership and donor data. Responds to general inquiries. Completes administrative forms, keeps records, provides tax receipts. Assists with operations of special events such as conventions.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Receives, verifies, codes and processes PAC donations, according to established procedures. Processes and records declined transactions. Prepares and transports via internet to designated institutions credit card and chequing PACs.
2. Enters, updates, and maintains membership and donor information in computerized system, assists in establishing procedures.
3. Prepares various files and data reports, as per required criteria. Determines methods to organize data in accordance with requests from authorized sources. Selects and specifies commands required for program execution. Provides technical or programming support to computer system, and liaises with other staff to provide assistance concerning processing options or new needs. Identifies and works with programmer to solve system problems or to create better methods for current work or best methods for new work. Instructs programmer to edit major applications/programs where necessary. Controls computer operations and related duties.
4. Receives and maintains various documentation and materials related to memberships and donations.
5. Provides clerical support to Head Bookkeeper, according to established procedures. Prepares and issues documents and reports related to different accounts as required.
6. Answers telephone inquiries relating to tax receipting and PAC issues and handles in appropriate manner. Greets members and visitors to the office. Responds to queries in person or by telephone. Takes and transmits messages. Creates computer programs to obtain information for authorized sources.
7. Provides orientation on computer system to new and temporary administrative staff to ensure integrity of Database.

GENERAL OFFICE CLERK/MEMBERSHIP SECRETARY

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: SENIOR BOOKKEEPER/PROVINCIAL SECRETARY
DATE REVIEWED: July 26, 2007

JOB SUMMARY:

Working independently or under minimal supervision, provides clerical and administrative support to the office operations and to other employees. Performs various clerical duties, support of bookkeeping and administrative activities. Responsible for membership processes and records, inquiries, data updates, production of membership records. Responds to general inquiries. Completes administrative forms, keeps records, inputs and verifies data. Assists with operations of special events such as conventions.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Receives, verifies, codes and processes membership fees and donations.
2. Prepares bank deposits for Membership and Direct Mail deposits.
3. Enters, updates and maintains membership and donor information in computerized program.
4. Regularly issues and mails membership cards.
5. Receives, stores, distributes and sends various documents, material and mail related (but not restricted) to membership and donation; i.e. Constituency and Riding Executive lists, renewal lists to Membership Secretaries.
5. Maintains and updates the Constituency and Riding Executive lists.
6. Prepares and types standard forms and documents. Enters data into a computerized system according to established procedures.
7. Answers telephones and greets members and visitors to the office as per the back-up schedule for reception. Responds to queries in person or by telephone. Takes and transmits messages. Consults documentation to obtain information.
8. Back-up to Computer Operator-Data Control clerk to create and maintain limited various lists using computer applications.
9. Performs various office functions such as sorting, filing and retrieving files and documents, photo copying and assembling of documents, posting notices, creating various forms.
10. Uses standard office equipment such as personal computer, calculator, photocopies, fax machine, postage meter, scanner, shredder, moneris terminal.
11. Performs other appropriate duties as assigned to support overall operations of the office.

GENERAL OFFICE CLERK/ACCOUNTS CLERK

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: SENIOR BOOKKEEPER/PROVINCIAL SECRETARY
DATE REVIEWED: May 2, 2007

JOB SUMMARY:

Working under minimal supervision, provides clerical and administrative support to the office operations and to other employees. Performs various clerical duties, support of bookkeeping and administrative activities. Responds to general inquiries. Completes administrative forms, keeps records, inputs and verifies data. Assists with operations of special events such as conventions.

MAJOR DUTIES AND RESPONSIBILITIES:

Was hired as General Office Clerk/Data Entry Clerk related to Promail data entry. The job evolved into the current position when co-worker left on sick leave.

1. Provides support to the Senior Bookkeeper by assisting with Accounts Payable and Bank Reconciliation for New Democratic Party, Democrat Publications Receivables and Word/Excel processing.
2. Processes all accounts payable transactions and maintains related records by performing such tasks as: posting batches to Accounts Payable; making or verifying various calculations for accounts payable transactions; and making inquiries and providing explanations as assigned by the Senior Bookkeeper.
3. Answers telephones and greets members and visitors to the office as per the back-up schedule for reception. Responds to queries in person or by telephone. Takes and transmits messages. Consults documentation to obtain information.
4. Performs various office functions such as sorting, filing and retrieving files or documents, photocopying and assembling of documents, posting notices, emailing to Treasurers, creating various forms.
5. In-training as back-up for Promail list and label production.
6. Uses standard office equipment such as personal computer, calculator, photocopier, fax machine, postage meter, scanner, shredder.
7. Performs other appropriate duties as assigned to support overall operations of the office.
8. The list of duties and responsibilities outlined above is representative and not a complete and detailed list of tasks.

EXECUTIVE SECRETARY

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: PROVINCIAL SECRETARY and DIRECTOR OF ORGANIZATION
DATE REVIEWED: October 9, 2007

JOB SUMMARY:

Under the direction of the Provincial Secretary and Director of Organization and/or their designate, provides advanced clerical and administrative support to the above and assigned Party bodies as well as responds to general inquiries. Performs various secretarial duties including word-processing, support of administrative activities, performs receptionist duties and performs minor technical and user support tasks to ensure the efficient use of office computer software and hardware, assists with organization of special events, makes travel and logistical arrangements, prepares and distributes meeting agendas and minutes.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Prepares correspondence, reports, agendas, and minutes for various meetings. Researches, prepares and distributes meeting materials. Provides monthly schedule of meetings for Provincial Executive and other Committees. Maintains the Party's record of Table Officers, Provincial Executive, Provincial Council and Convention meetings. Tracks and maintains approved Party policy and current Provincial Constitution.
2. Receives, sorts and forwards accordingly Provincial Executive's correspondence.
3. Makes travel arrangements for Party officials and tracks credit card expenses.
4. Researches and makes meeting and logistical arrangements as required, sets up and coordinates conference calls.
5. Researches, organizes and books venue logistics as well as oversees setup for the Provincial Council Meetings, Executive Meetings and Table Officers Meetings.
6. Attends and provides administrative support at Provincial Council Meetings, Executive Meetings, Table Officers Meetings and Convention. Provides administrative support to Policy Review Committees and policy sub-committees as required.
7. Answers telephones, receives written and electronic correspondence, and handles inquiries in appropriate manner.
8. Creates and maintains various lists using computer applications.
9. Assists and provides administrative support to Organizers and/or Officers with special projects such as the creation of databases.

GENERAL OFFICE CLERK/RECEPTIONIST

DEPARTMENT: ADMINISTRATIVE
GROUP: MoveUP
REPORTS TO: PROVINCIAL SECRETARY
DATE REVIEWED: October 9, 2007

JOB SUMMARY:

Under the general supervision of the Provincial Secretary, performs reception and switchboard operations. Receives, makes, and transfers telephone calls, takes messages. Greets and directs visitors to appropriate person, responds to general inquiries. Provides clerical and administrative support to the office operations and to other employees. Completes and distributes various documents and forms keeps records, inputs and verifies data, handles mail. Assists with operations of special events such as conventions.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Operates telephone system as main operator.
2. Answers telephones and handles in appropriate manner. Greets members and visitors to the office. Responds to queries in person or by telephone. Takes and transmits messages. Consults documentation to obtain information.
3. Prepares bank deposits for Membership and Direct Mail deposits.
4. Promail data entry for Direct Mail batches.
5. Open incoming mail. Distribute mail and incoming faxes. Arranges for courier pickup and delivery.
6. Maintains and updates the Council Delegate lists and staff directory.
7. Process invoices and writes cheques for Broadway Commonwealth Society payables.
8. Responsible for setting up offices for new employees; phones, alarm code, keys, supplies.
9. Vacation back-up to process credit card donations and reconcile daily transactions.
10. Orders supplies. Maintain supplies for photocopiers and fax machine, empty recycling bin in photocopy room.
11. Track credit card expenses generated for supplies and/or repairs.
12. Liaises and co-ordinates with Telus, Pitney Bowes, NeoPost, the janitor, recycling, the Best Western regarding parking and other outside vendors regarding repairs and maintenance.
13. Provides correspondence and mailing support for the Fundraising activities.
14. Performs various office functions such as sorting, filing and retrieving files or documents, photocopying and assembling of documents, posting notices, creating various forms.

LETTER OF UNDERSTANDING #1

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: **EXECUTIVE SECRETARY**

The Executive Secretary may be required to adjust their regular work day to provide for a later starting and quitting time than that described under 7.01 for the purposes of Provincial Executive and Table Officer meetings.

All overtime work performed in preparation for, or attendance at, Executive meetings, Table Officer meetings and Council meetings shall be paid for at straight time rates and the equivalent of the actual overtime hours will be allowed as paid time off.

All overtime other than indicated above shall be paid for as per Sections 7.05 through 7.12.

This Letter of Understanding shall be attached to and form part of the Collective Agreement and shall remain in full force and effect unless specifically amended during collective bargaining.

Signed at Burnaby, BC	this	11 day of	December, 2012
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SIGNED on BEHALF of the EMPLOYER
Party of the First Part;

SIGNED on BEHALF of the UNION
Party of the Second Part;

"Original Signed"	"Original Signed"
<i>Provincial Secretary</i>	<i>Brad Bastien, Senior Union Representative</i>
	"Original Signed"
	<i>Sandra McElroy, Bargaining Committee</i>

(Last Revision - October 4, 2007)

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 working a nine-day fortnight (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 work a nine-day fortnight, or a regular work week as outlined in Article .2 and 8.03 with mutual agreement between the employee and the Employer.

Signed at Burnaby, BC	this 25 day of November, 2020
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SIGNED on BEHALF of the EMPLOYER
Party of the First Part;

SIGNED on BEHALF of the UNION
Party of the Second Part;

	"Original Signed"
Raj Sihota, Provincial Director	Nathan Beausoleil, Union Representative
"Original Signed"	"Original Signed"
Heather Stoutenburg, Director	Omar Hassine Bargaining Committee
	"Original Signed"
	Miki Quan, Bargaining Committee

LETTER OF UNDERSTANDING #3

Moved to Article 17.10 July 2019

LETTER OF UNDERSTANDING #4

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: **HEALTH and SAFETY**

The parties agree that during the term of the Collective Agreement, representatives of the bargaining unit will meet with employer representatives to address concerns regarding health and safety.

The purpose of the meetings includes, but is not limited to:

1. identifying the nature and scope of the concerns
2. raising awareness regarding health and safety issues
3. reaching mutually agreeable solutions to the issues raised
4. developing a process for addressing health and safety issues on an ongoing basis.

Meetings with the employer may include representatives of CUPE 3787 and health and safety experts.

Signed at Burnaby, BC	this	11 day of	December, 2012
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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;

"Original Signed"	"Original Signed"
Provincial Secretary	Brad Bastien, Senior Union Representative
	"Original Signed"
	Sandra McElroy, Bargaining Committee

(Original Signed – September 9, 2002)

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.

Signed at Burnaby, BC	this	25 day of	November, 2020
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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;

	"Original Signed"
Raj Sihota, Provincial Secretary	Nathan Beausoleil, Union Representative
"Original Signed"	"Original Signed"
Heather Stoutenburg, Director	Omar Hassine, Bargaining Committee
	"Original Signed"
	Miki Quan, Bargaining Committee

(Original Signed – October 4, 2007)

LETTER OF UNDERSTANDING #6

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: FINANCE OFFICER (DIRECTOR) ELECTION OVERTIME

- A. This letter shall be appended to the July 1, 2019 to June 30, 2022 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 at Burnaby, BC	This	25 day of	November, 2020
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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;

	"Original Signed"
<i>Raj Sihota, Provincial Secretary</i>	<i>Nathan Beausoleil, Union Representative</i>
"Original Signed"	"Original Signed"
<i>Heather Stoutenburg, Director</i>	<i>Omar Hassine, Bargaining Committee</i>
	"Original Signed"
	<i>Miki Quan, Bargaining Committee</i>

LETTER OF UNDERSTANDING #7

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.

Signed at Burnaby, BC	This 25	day of	November, 2020
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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;

	"Original Signed"
<i>Raj Sihota, Provincial Secretary</i>	<i>Nathan Beausoleil, Union Representative</i>
"Original Signed"	"Original Signed"
<i>Heather Stoutenburg, Director</i>	<i>Omar Hassine, Bargaining Committee</i>
	"Original Signed"
	<i>Miki Quan, Bargaining Committee</i>

LETTER OF UNDERSTANDING #8

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.

Signed at Burnaby, BC	This	25 day of	November, 2020
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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;

	"Original Signed"
<i>Raj Sihota, Provincial Secretary</i>	<i>Nathan Beausoleil, Union Representative</i>
"Original Signed"	"Original Signed"
<i>Heather Stoutenburg, Director</i>	<i>Omar Hassine, Bargaining Committee</i>
	"Original Signed"
	<i>Miki Quan, Bargaining Committee</i>

LETTER OF UNDERSTANDING #9

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: WFH

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 Employee'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.

<u>Signed at Burnaby, BC</u>	<u>This 28TH day of</u>	<u>SEPTEMBER 2021</u>
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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;

	"Original Signed" <i>Nathan Beausoleil, Union Representative</i>
"Original Signed" Heather Stoutenburg, Director	"Original Signed" <i>Omar Hassine, Bargaining Committee</i>
	"Original Signed" <i>Miki Quan, Bargaining Committee</i>

LETTER OF UNDERSTANDING #10

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: CELL PHONE PILOT

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 BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

<u>"Original Signed"</u>	<u>"Original Signed"</u>
<u>Heather Stoutenburg, Director</u>	<u>Nathan Beausoleil, Union Representative</u>

(Original Signed – July 12, 2022)