

COLLECTIVE AGREEMENT

Between

NEW DEMOCRATIC PARTY
OF BRITISH COLUMBIA



And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3787



(May 1, 2019 – April 30, 2023)

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THIS AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3787

(hereinafter referred to as the "Union")

OF THE FIRST PART;

AND:

NEW DEMOCRATIC PARTY OF BRITISH COLUMBIA

(hereinafter referred to as the "Party")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Party and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 DEFINITION

The terms of this Agreement will apply to all employees of the Party including regular full-time employees and term employees engaged in organizational, communications, and fundraising work.

ARTICLE 2 UNION RECOGNITION

The Party recognizes the Union as the sole bargaining agent for all employees to whom this Agreement applies save and except the Provincial Director, Deputy Director and the Director of Field.

No employee shall be permitted or required to enter into a verbal or written agreement that violates the terms of this agreement.

ARTICLE 3 UNION SECURITY

3.01 Union Membership

All employees now members of the Union will as a condition of employment remain Members of the Union. All new employees will become Members of the Union upon the completion of five (5) days' service with the Party. All employees will as a condition of employment pay union dues.

3.02 Dues Deductions

- (a) The Party agrees to deduct by the 15th of each month out of the wages due to such employee, the monthly union dues and initiation fees and/or assessments of such employee.
- (b) All union dues and initiation fees and/or assessments so deducted will be remitted by the Party to the Secretary of the Union within seven (7) days after the date of the said deduction together with a list of the names of the employees from whom deductions were made.
- (c) Where a deduction is not made an explanation will be shown against the employee's name, i.e.:
 - (1) Employee laid off
 - (2) Retired
 - (3) Deceased
 - (4) Voluntary Termination
 - (5) Discharged.

ARTICLE 4 PROBATION, SENIORITY, PROMOTIONS AND LAYOFFS

4.01 Probationary Period

There will be a probation period of three (3) months. This period may be extended for a further three (3) month period by mutual agreement between the Party and the Union. Any discussion about an extension should commence at least two (2) weeks prior to the expiry date. An employee will be notified formally of the completion of the probationary period.

4.02 Accumulation of Seniority

- (a) Upon completion of the probation period an employee will accumulate seniority on the basis of length of service with the Party effective from the date of hiring.
- (b) Regular term employees will accumulate the time spent as a term employee during the twelve (12) month period prior to the date of regular full-time employment. If term employment is continuous, the seniority will include the continuous time, even though the time may be more than twelve (12) months prior to the date of permanent employment.

4.03 Cancellation of Seniority

- (a) Accumulated seniority will be cancelled only where an employee voluntarily leaves the service of the Party or where the employee is discharged for cause. Where an employee is laid off the employee will retain accumulated seniority up to the date of layoff.
- (b) Seniority will be lost if an employee:
 - (1) voluntarily leaves the employ of the Party;
 - (2) is discharged for cause;
 - (3) is absent without permission for greater than five (5) working days;
 - (4) is laid off for more than two (2) calendar years.

4.04 Promotions and Transfers

- (a) For regular employees, promotions and transfers will be granted on the basis of seniority. The most senior qualified applicant will get the promotion or transfer. If the most senior applicant is not qualified, but can be reasonably retrained to meet the requirement of the promotion or transfer, the Party will appoint the most senior applicant to the promotion or transfer position, and arrange for this training, as outlined in Article 9.06
- (b) Regular employees will be given preference over casual employees
- (c) To be eligible for consideration for promotions and transfers, casual employees must have been employed by the Party within three (3) months prior, and must have worked no less than 120 hours in the six (6) months prior to the date of the job posting for the specific transfer or promotion. For casual employees, promotions and transfers will be granted on the basis of most accumulated hours worked. The most senior qualified applicant will get the promotion or transfer

provided they meet the qualifications set by the Party for the specific project or position.

4.05 Posting of Vacancies

All vacancies will be posted for a period of five (5) working days to all members of the bargaining unit unless the Union and the Party mutually agree to shorten or waive the posting period. Failing to fill the vacancies internally the Party will circulate the posting as widely as possible. The posting will contain an outline of the duties and the minimum prerequisites for the job and will be circulated by email to all members of the bargaining unit.

4.06 Notice of Layoff

The Party will give a minimum of three (3) months notice of layoff to regular full-time and regular part-time employees. Pay at the regular rate may be given in lieu of notice in addition to any other benefits accruing to the employee under this Agreement.

4.07 Severance Pay

- (a) When regular employees leave the service of the Party for any reason except resignation or dismissal for just and reasonable cause, they will receive severance pay of one month per year, with partial years to be pro-rated on a 'weeks worked' basis. This severance pay to be paid as part of regular payroll, that is bi-monthly.
- (b) This severance pay is in addition to any other wages or benefits employees may be entitled to.
- (c) In the case of laid off employees, this severance pay is in addition to the layoff notice required by Article 4.06. Laid off employees that accept severance pay are deemed resigned and relinquish recall rights under Article 4.08.
- (d) The total severance pay will not exceed six (6) months pay.
- (e) During the severance period the employee will receive all the health, welfare and pension benefits as outlined in Articles 11 and 12 of this Collective Agreement.
- (f) Severance pay does not apply to Temporary Employees.

4.08 Layoff

- (a) Both parties recognize that job security should increase in proportion to length of service. If there is to be a reduction in the number of personnel within the bargaining unit, the Party will give the Union as much advance notice as possible, and discussion will begin to determine what should be done with those employees

whose positions become redundant.

- (b) Employees will be laid off in reverse order of seniority and will be recalled in the order of seniority provided they are qualified to perform the work. If the recalled employee is not qualified but can be reasonably retrained to meet the requirements of the recall position, the Party will recall the employee and arrange for this training, as outlined in Article 9.06. Regular full-time employees who have completed their probationary period and are laid off will remain on the seniority list for two (2) years.
- (c) In the case of rehiring after lay-off, an employee's seniority will prevail only if the employee keeps the Party informed of their whereabouts. The Party will give notice of recall by email to a laid off employee at the employee's last known email address. The employee must respond to such notice within ten (10) days of delivery or lose the rights of seniority and recall. It is the employee's responsibility to inform the Party of any change of email address.
- (d) No new employees will be hired until those laid off have been given an opportunity of employment.
- (e) In the event of lay-offs, temporary employees will be laid off prior to any permanent employees.

ARTICLE 5 DISMISSAL

5.01 Just and Reasonable Cause

No employee who has completed the probationary period referred to in Article 4 will be dismissed or disciplined except for just and reasonable cause.

5.02 Warning

Except in cases of gross misconduct or conduct which irreparably damages the employment relationship, no employee will be suspended or discharged without first being warned and given an opportunity to improve performance. The Party will practice the principles of progressive discipline.

5.03 Notification in Writing

When an employee is to be discharged the Union and the employee will be notified in writing and the discharge or proposed discharge may be grieved.

ARTICLE 6 HOURS OF WORK AND HOLIDAYS

6.01 Public Holidays

(a) Employees will be granted the following holidays without loss of pay:

New Year's Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Thanksgiving Day	Easter Monday	B.C. Day
Remembrance Day	Victoria Day	Family Day
Two Floating Days		

and any other day that may be declared a holiday by the Provincial, Civic and/or Federal Government.

(b) The Party may only schedule employees to work on statutory holidays during election campaigns. Employees are to be scheduled off work on all other statutory holidays except by mutual agreement.

6.02 Time Off in Lieu of Overtime

In lieu of all overtime worked during an election campaign the regular full-time employees will receive five (5) days special leave for campaigns of up to six (6) weeks in duration and ten (10) days special paid leave for campaigns of more than six (6) weeks duration. This leave will be scheduled by mutual agreement to be taken within one month following election day.

6.03 Recognition of Long and Irregular Hours

- (a) In recognition of long and irregular hours of evening and weekend work, regular employees will receive three (3) weeks (15 days) leave with pay per calendar year worked, pro-rated for partial years worked.
- (b) In addition, straight time for days worked will be given to regular employees who are scheduled to work more than 15 weekend days in a year. Weekend days worked during an election campaign will not be counted for purposes of this calculation.
- (c) The scheduling of this compensating leave will be by mutual agreement. The employee may elect to bank up to one-half of their special leave in each calendar years.

6.04 Maximum Hours/Days of Work & Long Work-Day Safety

No employee will be required to work more than 12 consecutive hours in a day.

Employees shall be entitled to 10 continuous hours off between the end of one workday and beginning of the next workday. During conventions and election periods, employees shall be entitled to no less than 8 continuous hours off between the end of one workday and the beginning of the next day.

No employee will be required to work more than 5 consecutive days without a day off except during a provincial election.

In the event that an employee has worked longer than 10 consecutive hours in one day, and feels that they are unable to safely drive themselves home, the employer will either provide or reimburse the employee for the cost of reasonable, and safe transportation home. If transportation home is not feasible the Employer will cover the cost of a hotel room.

ARTICLE 7 VACATIONS

7.01 Crediting of Vacation

Vacation credits will be calculated from an employee's original date of employment.

7.02 Vacation Entitlement

- (a) Each employee will receive (4) weeks (20 days) vacation with pay in each of their first two (2) years of employment.
- (b) Each employee who has been employed for two (2) years will receive five (5) weeks (25 days) vacation with pay.
- (c) Each employee who has been employed for five (5) years will receive (6) weeks (30 days) vacation with pay.
- (d) Vacations will not accrue for those employees on weekly indemnity longer than 3 months.

7.03 Holiday During Vacation

When a recognized holiday falls within an employee's vacation period such holiday will not be counted as vacation and another day off will be granted or the day of return may be one full day later or the vacation may commence one day earlier, as arranged with the Party.

7.04 Vacation Scheduling and Banking

- (a) It is recognized that vacation should be taken as earned, so that a person can, through rest and relaxation away from the stress of the work site, re-establish an improved health and mental attitude.
- (b) Annual vacations will normally be taken before December 31st of each year. The employee may elect to bank up to one-half (1/2) of their total accrued vacation entitlement in each year. The maximum number of days allowable in a carry-over vacation bank is equal to one year of the employee's vacation entitlement. Additional vacation time may be banked with the agreement of the Employer. Requests to bank additional vacation time will not be unreasonably denied. The maximum allowable amount of vacation, banked vacation and special leave taken at any one time will be fifteen (15) weeks.
- (c) The use of banked vacation will be by mutual agreement. If the employee intends to take more than eight (8) consecutive weeks' time off in vacation, banked vacation or special leave, the employee will give the Party three (3) months' notice of such intent. Every effort shall be made to allow vacations when requested by employees.
- (d) All vacations must be taken at a time mutually satisfactory to the employee and the Party with priority given to those with most seniority.
- (e) Full-time, Part-time, and term staff members shall provide as much notice as possible when making a vacation request to their supervisor, with a minimum notice of at least two (2) weeks prior to any planned vacation.

7.05 Elections and Vacation

In the event of an election being called the Party will have the right to postpone vacations until after the election.

7.06 Vacation when Leaving Employment

When employees leave the employment of the Party, their vacation entitlement will be pro-rated based on 1/12th of their vacation entitlement for each month or partial month of service since their last anniversary dates.

ARTICLE 8 SICK LEAVE

8.01 Sick Leave Entitlement

Subject to Article 8.02 and 8.03 employees who have completed the probation period referred to in Article 4 will be entitled to twenty (20) working days sick leave with pay each year and in special cases longer periods of sick leave with pay may be arranged by mutual agreement.

8.02 Use of Sick Leave

- (a) Sick leave may be utilized for medical and dental appointments with the understanding that any period utilized shall be debited to the employee's sick leave account. The Party may request a medical certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness. If requested, the Party shall pay the cost of the certificate.
- (b) Employees may use their sick leave entitlement to care for a sick dependent family member, living under the same roof as the employee, up to a maximum of five (5) days per calendar year when other care givers are not readily available. The employee will provide the Employer with at least two weeks' written notice where possible as well as an explanation of the reason for the request.

8.03 Accumulation of Sick Leave

Sick leave will be cumulative from year to year to a limit of seventy-five (75) working days.

ARTICLE 9 LEAVE OF ABSENCE

9.01 Union Leave

- (a) Upon application to the Party, official representatives of the Union will be granted leave for collective bargaining with the Party or to investigate or discuss a grievance or problem with the Party. Not more than 2 representatives will be granted leave with pay for collective bargaining. Only one representative will be granted leave with pay for a grievance or problem.
- (b) Upon application to the Party, one official representative of the Union will be granted leave of absence without pay for the purpose of attending the National and British Columbia Division conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress. Subject to operational

requirements, the employer will grant an additional employee a leave of absence without pay to attend the BC Divisional Convention of the Canadian Union of Public Employees.

- (c) Upon application to the Party, employees will be granted leave of absence without pay if elected or appointed to a full-time position with the Canadian Union of Public Employees, the New Westminster & District Labour Council, the British Columbia Federation of Labour or the Canadian Labour Congress, and will not lose seniority in the service of the Party while on this leave. Upon termination of the period of office, employees may return to their previous positions. This leave will not be available in a year when there is a provincial election.
- (d) Where the Party is officially notified by the Union that an employee has been designated to perform union duties requiring absence from work, other than as indicated above, the Party will grant leave of absence without pay but without loss of seniority to such employee but where the proposed absence is likely to last for more than one day the Party may in their discretion require one (1) weeks' notice. This leave will not exceed one (1) week in each six (6) month period.

9.02 Leave of Absence Without Pay

- (a) On application of an employee, the Party may grant a leave of absence of up to one (1) year without pay and without loss of seniority, for any purpose not specifically mentioned in this Agreement. The leave will not be unreasonably withheld. An application for leave will be submitted in writing at least four (4) weeks prior to the date such leave is desired to commence.
- (b) A leave of absence of more than one (1) year may be granted, by mutual agreement without pay and without loss of seniority for any purpose not specifically mentioned in this Agreement. An application for leave will be submitted in writing at least six (6) weeks prior to the date the leave is to commence.

9.03 Maternity Leave

- (a) A pregnant employee who requests leave under this Article is entitled to up to 17 consecutive weeks of paid leave beginning
 - (1) no earlier than 11 weeks before the expected birth date, and
 - (2) no later than the actual birth date,
and ending
 - (3) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

- (4) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of paid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) While an employee is on paid maternity leave the payment will consist of the net difference between gross salary and the amount paid by E.I. under the maternity provisions.
- (d) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends.
- (e) A request for leave must
 - (1) be given in writing to the Party,
 - (2) if the request is made during the pregnancy, be given to the Party at least 4 weeks before the day the employee proposes to begin leave, and
 - (3) if required by the Party, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 9.03(d).
- (f) A request for a shorter period under Article 9.03(a)(3) must
 - (1) be given in writing to the Party at least one week before the date the employee proposes to return to work, and
 - (2) if required by the Party, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

9.04 Parental Leave

- (a) An employee who requests parental leave under this Article is entitled to:
 - (1) for a birth mother who takes leave under Article 9.03 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 9.03 unless the Party and employee agree otherwise,
 - (2) for a birth mother who does not take leave under Article 9.03 in relation to the birth of the child or children with respect to whom the parental leave is

to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

- (3) for the spouse of a birth mother, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and
 - (4) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 9.04(a).
- (c) A request for leave must
- (1) be given in writing to the Party;
 - (2) if the request is for leave under Article 9.04(a)(1), (2) or (3), be given to the Party at least 4 weeks before the employee proposes to begin leave; and
 - (3) if required by the Party, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Articles 9.03 and 9.04 is limited to 52 weeks plus any additional leave the employee is entitled to under Article 9.03(d) or Article 9.04(b)."

9.05 Leave for Jury or Witness Duty

Employees called for jury or witness duty will be granted time off with full pay with the understanding that all money received for the jury or witness duty will be turned over to the Party in cash or in the form of a personal cheque.

9.06 Bereavement Leave

Employees will be granted reasonable time off to a maximum of five (5) working days with full pay in the case of bereavement in the family. Additional time off without pay may be granted an employee who is required to leave the province to attend the funeral of a family member.

9.07 Paid Education 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 Party, the Party will reimburse 100% of the cost of this course to the employee. This reimbursement will be made as follows:
 - 50% upon registration;
 - 50% upon successful completion of the course.
- (b) When the Party requests an employee to attend a course related to political education or job skills, the Party will pay 100% of the cost upon registration.
- (c) Where educational leave as detailed in (a) or (b) above is granted during normal working hours the leave will be without loss of wages or benefits for:
 - (1) a maximum of one (1) normal work week in the event of any leave detailed in (a) above. However, leave may be granted for longer periods of time without loss of pay or benefits at the sole discretion of the Party.
 - (2) 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 will be granted and taken by the employee immediately preceding or succeeding the day of attendance at the course or at another time as is mutually agreed upon between the Party and the employee.

9.08 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An employee dealing with violence or abuse in their personal life will be granted up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to three (3) months of unpaid leave.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except where another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to review safety planning at the workplace. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 10 CLASSIFICATION AND WAGES

10.01 Wages

Classification of employees and wages will be as set forth in Appendix "A", which is attached to and forms part of this Agreement.

10.02 New Classifications

The wage rate of any classification not covered by Appendix "A" or any new classification, which may be established during the life of this Agreement, will be subject to negotiations between the Party and the Union. In the event that the parties are unable to agree upon a wage rate it may be submitted to arbitration as set up in Article 16.

ARTICLE 11 HEALTH AND WELFARE

11.01 Coverage

- (a) The Party agrees to pay the cost of the benefits in Article 11.
- (b) Coverage will be provided to all regular full and part-time employees at the commencement of their employment, with the exception of B.C. Medical Plan coverage which will commence on the employee's start date, if it is the first of the month, or on the first of the following month. Term employees will receive coverage as described in Article 18.03(c).
- (c) Recalled employees who have completed their probationary period and who are recalled within six months of layoff will not be subject to any waiting period prior to the commencement of benefits.

11.02 BC Medical Plan

Coverage will be made available to all employees who request it and who are not eligible for the same benefit under the group of another Party.

11.03 Group Life Insurance

Coverage will be one and one-half times the employee's annual salary plus AD&D coverage. It is understood that AD&D coverage includes double indemnity for accidental death.

11.04 Weekly Indemnity Plan

- (a) There will be a Weekly Indemnity Plan based on 10-52; tenth day of accident or illness, coverage for 52 weeks duration and seventy-five percent (75%) of earnings during sickness or accident. Employees on sick leave will apply for benefits under the plan as soon as they become eligible. The Party agrees to pay full premium costs.
- (b) Employees on the weekly indemnity plan may use one-quarter 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 5 days.

11.05 Extended Health Benefit Plan

The Party will provide a non-contributing prepaid Drug, Eyeglass and Hearing Aid Plan providing the following benefits through Pacific Blue Cross:

- (a) Prescription drug plan with no deductible.
- (b) Eyeglass lenses and frames to a maximum of \$600 per 12 months per person.
- (c) Hearing Aids to a maximum of \$1,500.00 per person once every four years.
- (d) \$1,000.00 per year for psychologist – no deductible.
- (e) \$1,000.00 per year for acupuncturist – no deductible.
- (f) Eye examinations: maximum payment per person of \$200.00 per year.
- (g) Chiropractic professional services to a maximum of \$1,000 per person per year.

11.06 Prepaid Dental Plan

The Party agrees to contribute a weekly contribution necessary to provide benefits in the Plan as follows:

- (a) 100% Basic Dental Services
- (b) 80% Crowns, Bridges and Dentures

- (c) Orthodontic coverage to a maximum of \$3,000 per person

11.07 Long Term Disability Insurance

- (a) There will be a Long-Term Disability Plan which will provide benefits of 66 2/3% of the pre-disability monthly salary as outlined in Appendix "A", such payments to commence after 52 weeks disability, and ending at age 65. Subject to consultation with the Union, the Party will determine the plan carrier. The administration of this benefit will be at the discretion of the party.
- (b) It is understood that employees covered by the Long-Term Disability Plan will continue for all welfare plans. Coverage for benefits for employees on LTD would be for up to two years. If the employee remains on LTD after two years, the Party will make all reasonable efforts to have coverage of those plans continue, with premiums to be paid fully by the employee.
- (c) The Party may require an employee who is absent from work because of illness or injury to provide medical evidence of disability from a medical practitioner qualified to practice in the Province of British Columbia. Income continuity benefits such as Weekly Accident and Sickness Benefits and Long-Term Disability Insurance will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during a benefit period.

11.08 Dependent Coverage

- (a) It is understood all employees' dependents will be covered by the above welfare plans. Eligible dependents will be wife or husband, common law, same sex partners and covered employees' 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.
- (b) Employees will make all reasonable efforts to have dependents covered by other plans if available and comparable (e.g. spouses' employer) so that the Party is the 'last subscriber'.

11.09 Workers Compensation

Employees who are on Workers' Compensation will be paid their wage each pay period at their regular rate including premiums where regularly assigned by the Party and all monies received from W.C.B. by the employee will be assigned to the Party.

11.10 Health Spending Account

The Employer will provide a Health Spending Account of \$500 to each Regular employee, each year effective January 1, 2019.

The Health Spending account must comply with the Revenue Canada rules which provide, any unused portion of the Health Spending Account can be carried forward one year but not two years and that no portion of the Health Spending Account can be paid out to any person covered as this will cause the Health Spending Account to become a Taxable benefit. Employees will be reimbursed for incurred expenses only.

ARTICLE 12 PENSIONS

12.01 Registered Retirement Savings Plan

The Party agrees to contribute ten and three quarters (10.75%) percent of gross earnings towards Retirement Savings to be paid on the 1st and 15th of each month.

ARTICLE 13 NO HARASSMENT OR DISCRIMINATION

13.01 No Discrimination

- (a) There will be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union.
- (b) Notwithstanding the foregoing, in view of the political nature of the Party's operations, the Party may take political affiliations, beliefs, attitudes or activities into account in managing and directing the bargaining unit including hiring and recall.
- (c) In the event that an employee or the Union commences a complaint under the Human Rights Code any step taken under the grievance or arbitration procedure alleging a violation of this Article will be deemed null and void and a grievance or arbitration will not be pursued relating to the same allegations.

13.02 Harassment Preamble

The Employer and the Union agree that every person working for the NDP has the right to

work in an environment free from harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

13.03 Harassment Definition

Harassment including sexual harassment, is behavior 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 of origin.

Harassment can be verbal, physical or psychological. Examples of harassment include but are not limited to:

- Offensive or unwelcome comments about a person's identify, ability, lifestyle or physical appearance;
- Inappropriate, rude or sexual images, jokes or behavior;
- 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.

13.04 Harassment Complaints

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (c) All complaints will be kept confidential by the complainant, the respondent,

the Employer, the Union and witnesses.

- (d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

13.05 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Provincial Director (or the equivalent or designate). When the Provincial Director has received a complaint, they will **notify** the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes violation of Article 29 (Harassment), and the remedy sought.
- (d) The Provincial Director or their designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is

not an employee, reasonable efforts will be made to remedy the situation.

- (i) If the respondent is the Provincial Director (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:
 - (1) The complainant will contact the Union.
 - (2) As soon as possible, but within 30 days, the Union will notify the Provincial Director (or equivalent). Article 29.4 (a) and (c) apply to the notice.
 - (3) The Employer and the Union will select by mutual agreement within 30 days an Appointee to resolve the complaint.
 - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include – at the Appointee's discretion – any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising his or her discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Employer and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
 - (5) The Appointee's fees and expenses will be shared by the Employer and the Union.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

ARTICLE 14 OCCUPATIONAL HEALTH AND SAFETY

14.01 Cooperation on Safety

The Union and the Party will cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and

psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

14.02 Compliance with Health and Safety Legislation

The Party will comply with all applicable health and safety legislation and regulations. All standards established under the legislation and regulations will constitute minimum acceptable practice to be improved upon by negotiations with the Union.

14.03 Ergonomic Requirements

The Party will ensure that the "Ergonomic (MSI) Requirements" established by WorkSafeBC are followed (Occupational Health & Safety Regulation paragraphs 4.46 through 4.53) to eliminate, or if that is not practicable, minimize the risk of musculoskeletal injury to employees.

14.04 Health and Safety Consultations

At the request of either party, the Party and the Union will meet and jointly consider, monitor, inspect, investigate, review and improve health and safety conditions and practices.

ARTICLE 15 RIGHTS AND PRIVILEGES

Any rights and privileges at present enjoyed by the employees and not specifically dealt with in this Agreement will remain unchanged during the life of this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01 Definition of Grievance

Whenever there is a difference relating to the interpretations, application, operation, administration or alleged violation of this Agreement, there will be no stoppages of work and the following procedures will apply. Where an employee has a grievance, it will commence at Step 1. Where the Union or the Party has a grievance, it will commence at Step 2. A grievance must be initiated within twenty-one (21) calendar days of an incident or when an employee, the Union, or the Party becomes aware of an incident. This deadline will be extended during a provincial or federal election campaign to fourteen (14) calendar days following the election.

16.02 Step 1

The grievance will be discussed between the employee and the Director of Organization or designate with or without the Shop Steward. If a satisfactory settlement is not reached within seven (7) calendar days, the grievance may be advanced to Step 2.

16.03 Step 2

If the grievance is advanced to Step 2, it will be submitted in writing on a grievance form. The Union and the Provincial Secretary or designate will meet to discuss the grievance. If a satisfactory settlement is not reached within seven (7) calendar days, the grievance may be advanced to Step 3 by written notice.

16.04 Step 3

If the grievance is advanced to Step 3, it will be the subject of discussion and negotiation between the Union and the Party's Provincial Officers at the Officer's next regular meeting. If a satisfactory settlement is not reached within twenty-one (21) calendar days, the grievance may be advanced to Arbitration by written notice.

16.05 Arbitration

- (a) If the grievance is advanced to arbitration, the parties will mutually agree on a single arbitrator within fourteen (14) calendar days.
- (b) If the parties cannot agree on an arbitrator, either party may apply to the Director of the Collective Agreement Arbitration Bureau who will appoint an arbitrator.
- (c) The decision of the arbitrator will be final and binding on both parties.
- (d) Each party will pay their own costs and 50% of the costs and expenses of the arbitrator.

16.06 Time Limits

In any step of the Grievance Procedure the time limits may be extended by mutual agreement.

ARTICLE 17 GENERAL

17.01 NDP Membership

Membership in the New Democratic Party will be considered a condition of employment. NDP membership dues will be checked off or as authorized by the employees.

17.02 Moving Costs

The Party will pay full direct moving costs for any person transferred to another location, which requires moving of household.

17.03 Pay Days

Pay days will be on the Friday closest to the 15th and the last day of each month. Each employee will be provided with an itemized statement of deductions made on behalf of the employee with each pay cheque.

17.04 Standing for Office

- (a) It is understood that Party staff will not indicate by public statement or overt act their support for any candidate in any contest for elective office within the Party. This provision will not preclude a paid staff member from standing for election within their constituency association as an officer of the constituency or delegate to the Party's provincial or federal conventions.
- (b) Party staff may stand for election to public office (civic, provincial and federal) or as leader of the New Democratic Party and a leave of absence without pay will be taken for both the nomination process and the election itself. For nomination contests, the leave will commence when the employee starts the campaign. For elections, the length of the leave will be mutually agreed upon.
- (c) If any employee wishes to seek the Party nomination for public office they will first discuss time commitments with the Provincial Secretary so as to ensure employment obligations.

17.05 Personnel Files

- (a) Employees will have the right to review their personnel file at a mutually agreeable time, and in the presence of the Provincial Secretary and their Shop Steward.
- (b) The employee will, on request, be provided with copies of the documents in the file.
- (c) All written documents of a disciplinary nature will be removed from the file after twelve (12) months except for those instances involving issues that could lead to significant suspension and/or dismissal. In these instances, the documents will remain in the file for 24 months

17.06 Confidentiality

All employees understand that their employment by the Party creates a relationship of confidence and trust between them and the Party 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 Party and which relates to the business of the Party. All such information received by the employee will be kept strictly confidential except information already in the public domain, information which is required by law to divulge, or information divulged with the Party's consent.

17.07 Picket Lines

Employees will have the right to refrain from crossing picket lines. To refrain from crossing a picket line will not be considered a violation of this agreement, nor will it be grounds for disciplinary action.

17.08 Actions or Proceedings

- (a) If an action or proceeding is brought against any employee covered by this Agreement for an allegation against them regarding the performance of their duties, provided such actions did not constitute a disregard or neglect of his/her duties as an employee then:
- (1) the employee, upon being served with any legal process, or upon receipt of notification of any action or proceedings as herein-before referred to being commenced against them, will advise the Party of any such notification or legal process;
 - (2) the Party will pay any damages or costs awarded against any such employee in such action or proceedings and all legal fees; and/or
 - (3) the Party will pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such a settlement is approved by the Party before the same is finalized;
 - (4) upon the employee notifying the Party in accordance with paragraph (a) above, the Party and the employee (or their representatives) will forthwith appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on such counsel that is satisfactory to both, then the Party will unilaterally appoint counsel. The Party accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel.
- (b) This Article will not be construed to mean that the Party will pay any costs, expenses or fees (or be responsible for any financial losses) for such member incurred during, or as a result of, the Party's internal disciplinary proceedings against such member.

17.09 Joint Labour Management Meetings

The parties agree to meet as soon as possible to resolve workplace and contract issues when requested to do so in writing by the other party. The written request will include the particulars to be discussed. The parties will have no power to alter the collective agreement. Decisions of the Joint Labour-Management Committee will be binding on both parties. Upon written request from either party, the parties agree to schedule meetings every sixty (60) days.

17.10 Work of the Bargaining Unit

- (a) Work done by the bargaining unit is work relating to centrally coordinated field and digital organizing, centrally coordinated communication and fundraising, and central data management.
- (b) Work done by the bargaining unit may not be contracted out except to overcome immediate short term operational or personnel difficulties when the bargaining unit employees capable of performing the work are not available.
- (c) Contracting out of work performed by the bargaining unit shall not result in lay-off or failure to recall bargaining unit members.
- (d) The Union's designates will be notified immediately upon contract agreement of the nature of the work being contracted out and the reason this work cannot be performed by bargaining unit members.

17.11 Job Descriptions

- (a) The Party will present job descriptions for each position in the bargaining unit to the Union. The Union will have 30 days to respond. If there is no response to a job description, it will be considered acceptable and in effect.
- (b) Job descriptions will not be altered without first being discussed at the Joint Labour-Management Committee.
- (c) If the Union disputes a job description under (a) or (b) above, the Party and the Union will meet as soon as possible to resolve the dispute. If no resolution can be achieved, the dispute will be referred to arbitration pursuant to Article 16.05.

17.12 Bulletin Boards

The Party will provide bulletin board facilities for the exclusive use of the Union at the workplace. The Party will also provide an electronic bulletin board for the exclusive use of the Union. The use of the bulletin boards will be restricted to the business affairs of the Union.

17.13 Employment Insurance

The Employer will comply with all applicable Employment Insurance legislation and regulations.

17.14 Telephone and Computer

Where the employee is required to have a smart phone in the performance of their duties, the employer will provide a monthly plan allowance of up to \$120 and a phone purchase allowance of up to \$300 every two years on presentation of receipts. Pro-rated for term employees, short term employees to receive flat rate for personal phone use.

The Employer will provide suitable computing equipment to meet job requirements.

ARTICLE 18 REGULAR EMPLOYEES

18.01 Full-time Employees

Full-time employees are regular employees who are employed on a full-time ongoing basis.

18.02 Part-time Employees

- (a) Part-time employees are regular employees who normally work less than thirty (30) hours per week, but not less than twenty (20) hours per week. Articles 6.02 and 6.03 do not apply to part-time employees.
- (b) On date of hire, part-time employees will be provided with a regular schedule of hours of work. The Party will provide 14 days notice of change to the regular schedule of hours. Employees on a voluntary basis may accept immediate and temporary changes to hours of work.
- (c) Straight time wage rates shall apply to all hours worked up to eight (8) hours per day and forty (40) hours per week. Time and a half wages rates shall apply to hours worked from eight hours to twelve (12) hours per day and forty (40) hours to sixty (60) hours per week. Double time wage rates shall apply to hours worked over twelve (12) hours per day or sixty (60) hours per week.
- (d) Part-time employees will receive hourly wages as set out in Appendix A.
- (e) Payment for paid days off, including vacation, sick and other paid leave, will be pro-rated based on the average number of daily hours worked over the preceding 16 weeks, or over the term of employment if less than 16 weeks.

18.03 Term Employees

- (a) Term employees will be those persons hired by mutual agreement between the Union and Party for a specified project that does not exceed twelve (12) months and providing that there are no qualified regular full-time employees in a lay-off status.
- (b) An extension of up to three (3) months may be granted by mutual agreement.
- (c) For terms of longer than three (3) months, term employees will receive wages and benefits as provided in this Agreement. For terms of three (3) months or less, term employees will receive wages and benefits as provided in this agreement, except for Health and Welfare Benefits under Articles 11.01 to 11.08 for which they will receive ten (10) percent of their wages in lieu of those benefits.
- (d) Where a Term Employee is employed for a term of three (3) months, Article 4.04 shall apply for three (3) months subsequent to the end of their term. Where a Term Employee is employed for a term of six (6) months or longer, Article 4.04 shall apply for six (6) months subsequent to the end of their term.

18.04 Lay-off Notice

- (a) Term employees hired pursuant to Article 18.03 (a) will receive two (2) weeks' notice of lay-off or pay in lieu thereof.
- (b) Term employees hired pursuant to Article 18.03 (c) will receive two (2) weeks' notice or pay in lieu thereof or in the event an election is called will be deemed to have received proper notice of lay-off to take effect after the election day.

ARTICLE 19 CASUAL EMPLOYEES

19.01 Definition

Casuals are staff employed to complete volume based fundraising and membership and supporter outreach, conducted over the phone or in person at events or door-to-door, where shifts are allocated based on seniority as per 19.04, among qualified casual pool members, and, subject to prior agreement of the union in writing, other work that is short term in nature and where posts shifts may be filled by any qualified member of the casual pool.

19.02 Casual Pool and Scheduling

- (a) The employer will maintain a casual pool, consisting of all casual employees who

have worked at least one-shift in the previous 12 months, unless they have declined work three times since their last shift or been dismissed under Article 5.

- (b) When a casual project is available, the employer will notify all casual pool members of the project requirements, shift availability, and start and end date. Shifts will be allocated by seniority, as defined in Article 19.04, provided the casual employee meets the minimum requirements for the project.
- (c) The employer will provide no less than ten (10) calendar days' notice of the start of a project, unless the requirement is waived by consent of the union and the employer.
- (d) During the course of a project, shifts may be added or removed, depending on the availability of work and the success of the project. These additional shifts will be allocated according to 19.04.
- (e) The employer will provide no less than 48 hours notice of cancellation of a scheduled shift.
- (f) The employer may post for and maintain a roster of prospective casual employees who will be offered hours when project shifts are not filled per 19.04. These individuals will become casual employees and members of the casual pool at the time of their first shift.

19.03 Wages and Benefits

- (a) Casual employee wages will be as set out in Appendix "A" – Wages plus 16% in lieu of all benefits.
- (b) Casual employees who are supervising other casual employees will be paid an additional \$125 per week if paid weekly, or \$3.15 per hour.
- (c) Casual employees who have worked 240 hours in the preceding 3 months, or 520 hours in the preceding twelve months will be paid an additional \$80 weekly or \$2 per hour.
- (d) For the purpose of Article 19.03 (a), "in lieu of all benefits" means casual employees will not receive the regular entitlements of Vacation (Article 7), Sick Leave (Article 8), Health and Welfare (Article 11), or Registered Retirement Savings Plan (Article 12.02) with the exception of Workers Compensation (Article 11.09).
- (e) Casual employees who have been employed by the Party for at least 30 calendar days and have worked for 15 of the 30 calendar days preceding a public holiday will be given a day off on the holiday and paid an amount equal to an average day's pay determined by the formula:

Amount paid within the 30-calendar day period preceding the holiday divided by the number of days employees worked within that 30-calendar day period.

These public holidays will be as provided by Article 6.01 except that casual employees are not entitled to "floating days".

- (f) Casual employees who receive weekly pay will not be scheduled to work more than six consecutive days without receiving at least one day off.

19.04 Seniority

For the purpose of scheduling, casual seniority is defined as the total number of casual hours worked in the preceding 36 months.

ARTICLE 20 DEFINITION OF PRIOR AGREEMENT

Where the Agreement makes reference to prior agreement or consent, it shall mean that the employer has provided notice of the union's designates in writing, with email being acceptable. The union shall have 5 working days to respond. If no response is provided after 5 working days, consent shall be considered given.

ARTICLE 21 DURATION OF AGREEMENT

- (a) The Party and the Union mutually agree that this Agreement will be effective from May 1, 2019 to and including April 30, 2023 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. During such period of negotiations, this Agreement will remain in full force and effect.
- (b) The parties agree that the provisions of Sub-section 2 of Section 50 of the Labour Relations Code of British Columbia and the operation and application of same to this Agreement are hereby excluded.

APPENDIX "A"

CLASSIFICATIONS AND WAGES

Full-time Regular (Monthly)	Step 1	Step 2	Step 3	Step 4
Department Head	\$6,348.05	\$6,669.03	\$7,049.80	\$7,373.93
Coordinator	\$5,395.84	\$5,668.68	\$5,992.32	\$6,267.85
Officer	\$4,443.64	\$4,668.33	\$4,934.86	\$5,161.75
Part-time Regular (Hourly)	Step 1	Step 2	Step 3	Step 4
Department Head	\$36.62	\$38.48	\$40.68	\$42.54
Coordinator	\$31.13	\$32.71	\$34.57	\$36.16
Officer	\$25.64	\$26.93	\$28.47	\$29.78
Casual Staff	Hourly	Weekly	In Lieu	Weekly Total
Casual Base	\$19.10	\$764	16%	\$886.24
Long Service	+ \$2.00	+\$80.00	16%	+\$92.80
Supervisor Top Up	+ \$3.15	+\$126.00	16%	+\$146.16

EFFECTIVE DATES AND INCREASES

Wages above take effect on April 18, 2019

Base rates as above for Department Head, Coordinator, Officer and Casual will be increased as follows:

May 1, 2020	2%
May 1, 2021	2%
May 1, 2022	2%

LENGTH OF SERVICE STEPS

- (a) Pay shall be commensurate with length of service within classifications as described in the Classifications and Wages table above.
- (b) Length of service steps are attained automatically with each six months service. For example, an employee starting at Step 1, will progress to Step 2 at six months from date of hire, from Step 2 to Step 3 at 12 months from date of hire, and from Step 3 progress to Step 3 at 6 months from date of hire.
- (c) Employees promoted temporarily or permanently to a higher classification, will start at Step 1 of the higher classification, except as follows:
 - i. The employer chooses to start the employee at Step 2 or higher in recognition of prior relevant experience, or recognition of specific skills, expertise or experience.
 - ii. The employee has accumulated previous service at that classification or higher, which will be credited as length of service within that classification.
- (d) When returning to a lower classification, all length of service will be recognized, and the employee will start no lower than the highest step previously achieved.
- (e) The employer may start a regular or term employee at Step 2 or higher in recognition of prior relevant experience or recognition of specific skills, expertise or experience.
- (f) Length of Service steps will be based on continuous employment. An employee who leaves the employment of the Party for any reason will start at zero should they subsequently become employed by the Party.
- (g) Employees who are laid off will retain their length of service, so long as they remain on the recall list, but will not accumulate length of service during their layoff.
- (h) Casual employees do not accumulate length of service, except for the purpose of 19.04.
- (i) Time spent by employees on a leave of absence for more than thirty (30) days under Article 9 or absent for more than thirty (30) days under Articles 11.04 or 11.07 shall not count towards length of service increases, unless such leave is authorized for the purposes of working on an election campaign.

EXPENSES

In Town:

The Party agrees to reimburse the employee for out of pocket expenses upon submitting receipts for legitimate claims.

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. If an employee is out of town for less than three meals, receipts must be produced or the employee may claim \$12 for breakfast, \$14 for lunch or \$24 for dinner without receipts.

Transportation Expenses:

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

Vehicle allowance shall be \$0.54 per kilometer.

The Party agrees to provide and/or pay for parking in the near vicinity of the Party's premises for all staff who require an accessible vehicle to get to work. The Party will provide or reimburse employees for the cost of reasonable and safe transportation to and from work if medically necessary.

Reimbursement for other parking and vehicle related expenses will be limited to expenditures incurred in the authorized use of a personal or ride sharing vehicle for business purposes. Expenses will be reimbursed as per Appendix "A".

Reimbursable expenses:

The employer may provide staff with a credit card for use when incurring pre-authorized business expenses on behalf of the employer. The employee shall submit a purchase request in advance of making any purchase and submit receipts or other acceptable authorization as decided by the employer, no less than 5 working days prior to the payment due date on the statement. Where such proof is not provided within this time frame, or where the expense was not authorized, the employer is authorized to deduct the amount(s) from the employee's subsequent paycheck. Repeated misuse including use of the credit card for personal expenses may result in disciplinary action and the employer revoking the card.

Incidental:

Employees will be reimbursed for stationery and postage used for organization purposes.

LETTER OF UNDERSTANDING – Phone Bank Hours

Between

THE BC NDP

(hereafter called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3787

(hereinafter called the "Union")

Phone Bank Hours

In recognition of the restructuring of casual compensation duties, as part of this collective agreement, the employer will maintain a staffed phone bank with minimum of 5000 scheduled calling hours annually. The employer will schedule a minimum of 500 phone bank calling hours per quarter.

The employer will demonstrate that their phoning plan makes a reasonable attempt at meeting the target minimum hours.

The target for minimum scheduled calling hours will be waived under the following conditions:

1. If the phone bank has averaged below eighty percent (80%) of the minimum performance standard (see Schedule A attached) for a period of six (6) weeks.

The employer will provide a phone bank activity and financial results report (see Schedule B) to the Union's designates, when calling is to be terminated under the conditions listed above. If the phone bank is expected to remain closed for longer than four (4) consecutive weeks, the employer will provide the Union with at least two (2) weeks' notice prior to the closure of the phone bank, otherwise five (5) days' notice is required prior to closure of the phone bank. The phone bank may remain closed for a period of up to three (3) months following decision to terminate calling for any of the conditions above.

Individual Performance Standards

All phone bank employees are expected to achieve minimum standards of performance, which vary according to the type of list being called (Schedule A). Any employee who has averaged less than eighty percent (80%) of the performance standard for a period of four (4) weeks will be placed on a performance improvement plan for a period of no less than two (2) weeks, during which time the employee will receive additional training

and coaching from the phone bank manager. If, at the end of the two-week period, the employee has failed to achieve at least eighty percent (80%) of the performance standard, they may be dismissed.

For the purposes of determining individual performance, all PAC donations will be valued at a rate of twelve (12) times their monthly value. This valuation will be revised to six (6) times the monthly value for any individual phone bank employee whose PAC donations have a rate of attrition of more than thirty percent (30%) after three months.

Phonebank LOU – SCHEDULE A: Performance Standards

REVISED SEPTEMBER 2019	List Description	Conversion Rate	Contacts/hr	Average Gift	Dollars/hr
PAC Upgrade	Active Monthly Donors	20%	5.75	\$110	\$127
Core Donors	Last gift within 18 months; minimum of 4 lifetime gifts	15%	6	\$120	\$108
New Donors	Last gift within 18 months; fewer than 4 lifetime gifts	12.5%	5.5	\$90	\$62
Lapsed Donors	Last gift more than 18 months prior; minimum 4 lifetime gifts	16%	3.75	\$100	\$60
Prospect Level 1	No donation history; digital or volunteer engagement	7.5%	6	\$96	\$43
Prospect Level 2	No donation history; modelling indicates a high propensity to give	5%	6	\$80	\$24
Stewardship Calling	Thank you calls – no ask	n/a	0	\$0	\$0

Letter of Understanding - Casual Staff Long Service Recognition

Letter of Understanding

Between

THE BC NDP

(hereafter called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3787

(hereinafter called the "Union")

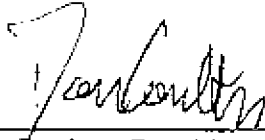
Casual Staff Long Service Recognition

In recognition of their long service to the party, and as full and final settlement to all outstanding Phone Bank Grievances from July 2017 to January 2018, the following casual employees will be paid an additional \$40 weekly or \$1 per hour in addition to the long service wages outlined in Article 19.03 (c):

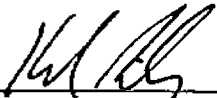
Last and First Name	Start Date
Kofa, Ophelia	December 2, 2016
McKenzie, Hilda	January 24, 2016
Olson, Karla	December 2, 2016
Paterson, Terry	January 23, 2016
Randall, Catherine	March 7, 2017
Sharma, Ishwereena	March 24, 2017
Speers, Tracy	May 18, 2016

DATED this 19 day of November, 2019.

SIGNED ON BEHALF OF
THE UNION:



Dan Coulter, President
CUPE Local 3787

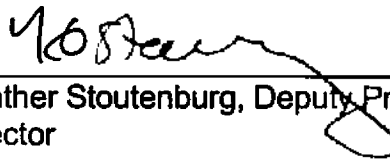


Karl Riley, Vice President
CUPE Local 3787

SIGNED ON BEHALF OF
THE PARTY:



Raj Sihota, Provincial Director



Heather Stoutenburg, Deputy Provincial
Director