

MEMORANDUM OF AGREEMENT

between the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3787
("the Union")

and the

THE NEW DEMOCRATIC PARTY OF BRITISH COLUMBIA
("the Party")

The Union and the Party agree to recommend to their principals that the 2007 – 2009 Collective agreement consist of the following:

1. **Previous Conditions**

All of the terms of the 2005-2007 Collective Agreement continue except as specifically varied below by paragraphs 2 through 20.

2. **Term of the Agreement**

The Union and the Party agree to a 2 year term commencing July 1, 2007, and expiring June 30, 2009.

3. **Wage Increase**

(1) Effective July 1, 2007, wage rates will be increased by 3%.

(2) Effective July 1, 2008, wage rates will be increased by 2.5%.

4. **Article 1 Definition**

The Union and the Party agree to amend Article 1 as follows:

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

5. **Article 4.04 Promotions and Transfers**

The Union and the Party agree to amend Article 4.04 as follows:

- (a) For regular full time employees and term employees, promotions and transfers will be granted on the basis of seniority or length of service. 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) 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.
- (c) Regular full time employees will be given preference for promotions and transfers over any other employees. Term employees will be given preference over casual employees

6. **Article 4.05 Posting of Vacancies**

The Union and the Party agree to amend Article 4.05 as follows:

"All vacancies shall 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. If an employee is working out of town the Party shall advise them of the posting. Failing to fill the vacancies internally the Party shall circulate the posting as widely as possible within the Party including the Democrat where feasible. The posting shall contain an outline of the duties and the minimum prerequisites for the job."

7. **Article 4.07 Severance Pay**

The Union and the Party agree to amend paragraph (d) as follows:

"The total severance pay will not exceed six (6) months pay."

8. **Article 5.02 Warning**

The Union and the Party agree to amend Article 5.02 as follows:

"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.

9. **Article 6.03 Recognition of Long and Irregular Hours**

The Union and the Party agree to amend Article 6.03 as follows:

"(a) In recognition of long and irregular hours of evening and weekend work, employees shall 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 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 shall be by mutual agreement. The employee may elect to bank up to one-half of their special leave in each calendar years."

Note: paragraph (b) will be implemented July 1, 2007 but will be prorated for 2007:

10. **Article 9.01 Union Leave**

The Union and the Party agree to amend Article 9.01 as follows:

"(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.
- (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 shall 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 shall 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 shall not exceed one (1) week in each six (6) month period."

11. Article 9.03 Maternity and Paternity Leave

The Union and the Party agree to replace Article 9.03 with the following Articles 9.03 and 9.04 and renumber the current Articles 9.04 through 9.06 as 9.05 through 9.07:

"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 shall 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, she is unable to return to work when her 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)."

12. Article 11.01 Coverage

The Union and the Party agree to amend Article 11.01(b) as follows:

"Coverage will be provided to all regular and term 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."

13. Article 11.05 Extended Health Benefits

The Union and the Party agree to amend Article 11.05(f) as follows:

"Eye examinations: maximum payment of \$100.00 per year."

14. Article 13 Retirement Age

The Union and the Party agree to delete Articles 13 and 14.03 and renumber Articles 14 through 20.

15. Article 15 Safety, Health and Comfort

The Union and the Party agree to retitle Article 15 "Occupational Health and Safety" and replace the current provision with the following:

15.01 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.

15.02 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 shall constitute minimum acceptable practice to be improved upon by negotiations with the Union.

15.03 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.

15.04 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."

16. Article 18.14 Bulletin Boards

The Union and the Party agree to add the following new provision:

"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. Article 19.02 Casual Employees

The Union and the Party agree to amend Article 19.02 as follows:

"(a) Casual employees are junior staff providing support to, and under supervision of, regular employees on a temporary, project basis such as for membership drives, membership verification calling, phone bank staff, and other supervised, support tasks. Casual employees will be hired for a mutually agreed set period of time on a project basis with distinct starting and ending dates.

(b) Effective July 1, 2007, casual employees will be paid \$900 per week or \$22.51 per hour plus 12% in lieu of all benefits. Effective July 1, 2008, casual employees will be paid \$923 per week or \$23.07 per hour plus 12% in lieu of all benefits.

(c) Casual employees who are supervising other casual employees will be paid an additional \$125 per week if paid weekly, or \$3.15 per hour.

- (d) For the purpose of Article 19.02 (b), "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 shall 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 shall 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.
- (g) Casual employees will be offered work based on the most accumulated hours worked provided that they meet the qualifications set by the Party for the specific project.
- (h) Casual employees will remain in a casual pool for twelve (12) months following their last day of work unless they have declined work three times. Casual employees will be offered future work based on the most accumulated hours worked provided that they meet the qualifications set by the Party for the specific project.
- (i) To be eligible for consideration for promotions and transfers under Article 4.04 , casual employees must have been employed by the Party within three (3) months prior to the date of the job posting for the specific transfer or promotion. If an employee has declined work three times during this period, the employee will not be eligible."

Note: The Party agrees to pay those casual employees employed as fundraising callers 12% in lieu of benefits retroactive to July 1, 2007. While not to be included in the collective agreement, the Party commits to paying 12% in lieu of benefits to all fundraising callers who worked on a contract basis between September 1, 2006 and June 30, 2007.

While not to be included in the Collective Agreement, the Union and the Party agree to a Letter of Understanding for the Phone Bank supervisor, Lanice Thorsteinson. The Phone Bank Supervisor will have the option of receiving benefits that include Vacation (article 7), Sick Leave (Article 8), Health and Welfare (Article 11) or receiving 12% in lieu. The Letter will include a statement that the Supervisor will be paid the supervisory premium contained in Article 19.02(c), regardless of whether she is supervising other employees or not.

18. **Appendix A**

The Union and the Party agree to replace paragraphs (a) through (e) with the following:

- “(a) All new employees will have relevant experience recognized by mutual agreement of the Union and Party in determining the appropriate position within the grid.
- (b) The Union and the Party will use these criteria for determining placement on the wage grid:
 - (1) An individual who has previously been a bargaining unit member shall start at the same or higher step than that at which they were previously paid;
 - (2) An individual with 12 months or more of contract, term or casual work for the Party doing tasks similar or the same as a permanent organizer shall start at the Step 3 rate;
 - (3) The Union and the Party may agree to start an individual at a step higher than entry level in recognition of special expertise or experience overall.
- (c) Effective July 1, 2007, wage rates will be increased by 3%.
- (d) Effective July 1, 2008, wage rates will be increased by 2.5%.”

19. Transportation Expenses

- (1) The Union and the Party agree to amend the preamble as follows:

"The Party will provide transportation expenses to term employees who the Party requires to have a car and to regular full time employees as follows:"

Note: The purpose of this change is to correct an error in the drafting of the 2005 to 2007 agreement.

- (2) The Union and the Party agree to amend paragraph (b) as follows:

"The Party will provide two (2) gas credit cards for business purposes."

- (3) The Union and the Party agree to add the following new paragraph (e):

"The Party agrees to reimburse casual employees for approved gas expenses for projects that require that the employee use their car, upon submission of receipts."

20. Housekeeping Changes

- Standardize the Agreement by using "will" rather than "shall"
- Change all references to "Employer" to "Party"
- 3.01: change "company" to "Party"
- 3.02(b): capitalize "Union"
- 7.03 make reference to time off consistent with other sections by including both number of weeks and days, e.g. "four (4) weeks (20 days) vacation"
- 9.01: change "weeks" to "week"
- 11.05 delete duplicate "provide a" in first sentence
- 11.07(c): delete (covered by 11.09); re-letter the current paragraph (d) to (c)
- Transportation Expenses: update the amount in paragraph (d)

Signed this 27th day of May, 2008.

BARGAINING REPRESENTATIVES
FOR THE UNION:

PK Stent
Jim Gorman
Leslie Kim

BARGAINING REPRESENTATIVES
FOR THE PARTY:

Phil
Bill