

**COLLECTIVE AGREEMENT**

**between the**

**B.C. NDP CAUCUS**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from September 29, 2001 to September 30, 2004**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

### 1.2 Value of Joint Discussion in All Matters

The Parties to this Agreement share a desire to elect a New Democratic Party government in British Columbia. Accordingly, they are determined to establish an effective working relationship, recognizing the mutual value of joint discussions and negotiations in all matters pertaining to working circumstances, employment and services.

### 1.3 Conflict With Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

### 1.4 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

## ARTICLE 2 - TERM OF AGREEMENT

### 2.1 Agreement Binding

This Agreement, subject to Article 2.6, shall be binding and remain in effect to midnight September 30, 2004.

### 2.2 Notice for Collective Bargaining

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after July 30, 2004.
- (b) Where no notice is given by either Party prior to August 30, 2004, both Parties shall be deemed to have been given notice under this section on August 30, 2004 and thereupon Article 2.3 of this Agreement applies.

### 2.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 2.2 of this Agreement, the Parties shall, within sixty (60) days after notice was given, commence collective bargaining.

### 2.4 Agreement Extended During Collective Bargaining

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

## 2.5 Full Force and Effect

The provisions of this Agreement except as otherwise provided shall come into force and effect upon the date when both Parties have ratified.

## 2.6 Impact of Elections on Bargaining

In the event a federal general election or a provincial general election is in progress at the time notice pursuant to Article 2.2 is given, or if such election is called during collective bargaining, then collective bargaining shall be suspended and resumed at the conclusion of sixty (60) days following polling day for such election, and this Collective Agreement shall be extended accordingly and collective bargaining resumed as if no such suspension took place.

## ARTICLE 3 - DEFINITIONS

Unless the context otherwise requires, in this Agreement:

- (a) "*employee*" means a member of the Bargaining Unit who is paid from the Employer budget, or a person on the seniority list not currently working for the caucus who has been on layoff for less than two (2) years since the last day of work;
- (b) "*Employer*" means the British Columbia New Democratic Party Caucus;
- (c) "*part-time employee*" means a person working less than the hours of work for full-time employees;
- (d) "*regular employee*" means a person employed by the Employer in a position with no pre-determined termination date;
- (e) Except as otherwise provided in this Agreement, "temporary employee" means a person employed by the Employer with a pre-determined termination date, which may be either:
  - (1) a specific date; or
  - (2) the completion of a specific task; or
  - (3) an event such as the adjournment of the Legislature or the return to work of a regular employee who has been absent.

## ARTICLE 4 - RECOGNITION

### 4.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees employed by the Employer and the New Democrat Leader of the Opposition except those employees identified in Article 4.1(b).
- (b) The following positions are excluded:
  - (1) any persons employed for the primary purpose of exercising senior management functions and who have the power to hire and fire;
  - (2) persons employed in a confidential capacity in matters relating to labour relations; and
  - (3) personal staff of the Leader, hired by the Leader.
- (c) New positions established by the Employer shall automatically be included in the Bargaining Unit unless specifically excluded by Article 4.1(b) or by mutual agreement.

- (d) The Employer agrees to protect the integrity of the bargaining unit.
- (e) Without limiting the generality of (d) above, the Employer agrees:
  - (1) to fill vacancies in the bargaining unit within (30) thirty calendar days, or as soon as practicable. Where there is an extended vacancy beyond thirty (30) calendar days, the Employer agrees to consult with the Union to determine whether those vacancies will be filled on a temporary basis;
  - (2) not to replace included positions with excluded positions;
  - (3) to furnish the Union with copies of job postings prior to commencement of recruitment for any new proposed excluded positions;
  - (4) significant budgetary cuts will not result in disproportionate layoffs of bargaining unit staff in relation to excluded staff.

#### **4.2 Management Right**

The Union recognizes that the Employer has the right of management and direction of employees.

#### **4.3 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

#### **4.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any Clause in this Agreement as it applies to that employee shall be forwarded to the President of the Union or his/her designate.

#### **4.5 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

#### **4.6 Time Off for Union Business**

- (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board, the Public Service Commission, or the Labour Relations Board;

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted: to one (1) employee who is a representative of the Union on the Bargaining Committee to carry on negotiations with the Employer.

(c) The Union shall provide the Employer with three (3) days notice prior to the commencement of the leave under this clause. Where the Union cannot give three (3) days notice, leave will not be unreasonably denied.

## ARTICLE 5 - UNION SECURITY

All employees, except excluded employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution of the Union. All new employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union within thirty (30) days. The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security.

## ARTICLE 6 - UNION RIGHTS AND PRIVILEGES

### 6.1 Union Right to Select Stewards

The Employer recognizes the Union's right to select stewards to represent employees.

### 6.2 Stewards List to be Given to the Employer

The Union agrees to provide the Employer with a list of the employees designated as stewards.

### 6.3 Notification of Steward Duties

(a) Stewards shall notify their supervisor before leaving their work to perform their duties as a steward. On resuming their normal duties such stewards shall so notify their supervisor. Leave for this purpose shall be with pay.

(b) The Union agrees to make every effort not to have more than one employee off the job from any one department at any one time except in extraordinary or emergent circumstances.

### 6.4 Stewards' Duties

The duties of the stewards shall include:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) attending meetings at the request of the Employer.

### 6.5 Four Union Meetings Annually in Office Hours

Four times (4x) in a twelve (12) month period the Union may arrange during regular office hours meetings of one (1) hour duration at a time that is mutually agreeable to the Employer and the Union.

### **6.6 Respect for Picket Line No Violation**

In recognition of our mutual commitment to trade union principles, failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **6.7 Right to Participate in New Democratic Party**

- (a) Employees who are members of the NDP shall have all the rights of self expression and participation within the British Columbia New Democratic Party and the New Democratic Party of Canada which are enjoyed by all members of the Party.
- (b) A staff person shall not use confidential information that is gained in the execution of his/her position to further the staff person's political interests.

### **6.8 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **6.9 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### **6.10 Union Shop**

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish the Employer at least one (1) Union shop card for each of the Employers places of operation covered by this Agreement, to be displayed at mutually agreeable locations on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **ARTICLE 7 - UNION-EMPLOYER RELATIONS**

### **7.1 Major Changes to be Discussed with Union**

Both Parties recognize the need for cooperation and communication in pursuit of their common goals. The Employer agrees that wherever major changes in the scale of operations, work schedules, or lines of reporting are being considered, such changes will be fully discussed with the Union before implementation. The Employer also agrees to keep the Union fully informed of decisions regarding the allocation of funds within the budget approved by the Legislative Assembly Management Committee.

### **7.2 Joint Meetings**

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

It is the intention of the Parties to meet monthly and to schedule regular meetings by mutual agreement.

### 7.3 Meetings Not Precluded

Nothing in this Article precludes the right of the Union and the Caucus Executive to meet.

## ARTICLE 8 - HARASSMENT

### 8.1 Discrimination and Harassment Under the Human Rights Act

#### (a) Purpose

The Employer, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offense unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

#### (b) Sexual Harassment

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;

- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) *Procedures*

(1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(2) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Executive Director or his/her designate within thirty (30) days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and department of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(5) The Executive Director or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Executive Director or such later date as may be mutually agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all Parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the Executive Director's decision may be considered as not having been determinative of the complaint.

(9) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(10) Pending the determination of the complaint, the Executive Director may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(11) The complainant will not be relocated without his/her agreement.

## **8.2 Personal Harassment**

Personal harassment takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

### *Procedures*

(a) If there is an allegation of personal harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Executive Director or his/her designate within thirty (30) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The Executive Director shall provide the respondent with a copy of the complaint.

(c) The Executive Director or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Executive Director.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within thirty (30) days of receiving the Executive Director's response or

when the response was due. The Panel will be comprised of two (2) members each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the Parties.

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this Clause. The hearing shall be conducted in a manner consistent with the principles of natural justice, so as to give those involved a fair hearing. The Panel shall determine its own procedure and may admit any evidence deemed necessary or appropriate. The Panel may:

- (1) make findings of fact;
- (2) decide if, on the facts, harassment has occurred;
- (3) attempt to mediate a resolve.

The decision of the Panel shall be final and binding and consistent with the terms of the Collective Agreement.

(e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(f) Disciplinary action taken by the Employer which is consistent with the recommendations of the Panel Chair shall not form the basis of a grievance.

## **ARTICLE 9 - CONTRACTING OUT**

### **9.1 Contracting Out**

No bargaining unit work shall be contracted out that results in the layoff or reduction in the number of employees covered by this Agreement.

### **9.2 Union Notified Beforehand**

In the event that contracting out is being considered by the Employer, the Union shall be notified forthwith for the purpose of discussing time constraint, arms-length relationship and impact. Employees, including those persons on the layoff list, with the appropriate qualifications and expertise shall have the opportunity to perform such work.

## **ARTICLE 10 - POSTINGS**

### **10.1 Promotion From Within Affirmed**

The Union and the Employer jointly affirm and support the principle of allowing employees to advance in employment within the caucus.

### **10.2 Jobs to be Posted**

All new permanent jobs and all permanent job vacancies shall be posted internally for five (5) working days. Except as otherwise provided in this Agreement, all temporary job vacancies shall be posted internally for two (2) working days.

### **10.3 Internal Applicants Considered First**

(a) Qualified applicants from within the bargaining unit shall be interviewed first and advised of whether they are to be appointed to the position before any external applicants are considered.

(b) Temporary employees who have completed six (6) months cumulative service shall be considered in-service applicants for job vacancies provided that;

- (1) there has been no break in service longer than nine (9) months continuous; and
- (2) the six (6) months cumulative service has been accrued within eighteen (18) months.

#### **10.4 Employer Shall Fill Vacancies from Within**

The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, provided employees are available with the necessary qualifications to fill the positions. Vacancies shall be filled on the basis of seniority, ability, and experience. In the event two or more employees have the same ability and experience, the employee with the greatest seniority shall be selected.

#### **10.5 Notification**

Employees who are unsuccessful applicants shall be notified within five (5) days of the selection.

#### **10.6 Time Limit to Grieve**

(a) An unsuccessful candidate for a posted vacancy who wishes to grieve the appointment must do so within seven (7) days of the announcement of the appointment. The grievance shall be initiated at Step 2 of the grievance procedure.

(b) The unsuccessful candidate and the person responsible for the competition shall make a reasonable effort to discuss the reasons for the decision prior to a grievance being filed. The employee shall have the right to have a steward present at the meeting, if the employee so requests.

#### **10.7 Appointment Conditional**

All appointments are conditional. An appointment will be deemed to be confirmed if not challenged by a grievance filed pursuant to this Agreement or if so challenged, when the grievance is resolved.

### **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

#### **11.1 Discipline Corrective and Progressive**

The Employer and the Union agree that the purpose of discipline is corrective and rehabilitative rather than retributive. Discipline shall normally be progressive.

#### **11.2 Discipline Only for Just Cause**

The Caucus Chairperson or her designate may discipline, suspend or dismiss any employee only for just cause. In the event of a dispute over what constitutes just cause the grievance procedure shall resolve the question.

#### **11.3 Written Notice of Suspension or Dismissal**

Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of such written notice shall be forwarded to the President of the Union within five (5) days of the action being taken.

#### **11.4 Probationary Employees**

The Executive Director or designate may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could

reasonably be expected to affect work performance. In the event of a dispute over application of this test, the grievance procedure shall resolve the question.

### **11.5 Employee's Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes may be the basis of disciplinary action taken against the steward.

### **11.6 Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, an adverse report for employee appraisals and failures to pass probation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **11.7 Onus**

When proceeding under this Article, the onus of proving just cause shall rest with the Employer.

## **ARTICLE 12 - PERSONNEL FILES**

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's file in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer or designate adequate notice prior to having access to such file.

## **ARTICLE 13 - GRIEVANCES**

### **13.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (c) the failure of an employee to pass a probationary or trial period;

The procedure for resolving a grievance shall be the grievance procedure in this Article.

### **13.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

### **13.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 14.4, must do so not later than:

- (a) thirty (30) days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) thirty (30) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

### **13.4 Step 2**

- (a) Subject to the time limits in Clause 13.3, the employee may present a grievance at this level by:
  - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting his/her grievance to the designated local supervisor through the Union steward.
- (b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **13.5 Time Limit to Reply at Step 2**

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this Step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

### **13.6 Step 3**

The President of the Union or his/her designate, may present a grievance at Step 3 within:

- (a) twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

- (b) twenty-one (21) days after the Employer's reply was due.

### **13.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

### **13.8 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3 the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due.

### **13.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this Clause shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

### **13.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, except provided by statute, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **13.11 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party within a further twenty-one (21) days may submit the dispute to arbitration, as set out in Article 13 of this Agreement.

### **13.12 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Executive Director commencing at Step 3 within thirty (30) days of the employee receiving notice of dismissal or suspension.

### 13.13 Arbitration Notification

- (a) Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in this Article, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.
- (b) Each Party shall pay its own costs and expenses of the arbitration and one-half (½) of the remuneration, disbursements or expenses of the Arbitrator. When an Arbitration Board is required, each Party shall be responsible for any costs associated with its respective member, plus one-half (½) the costs of the Chairperson and the proceedings of the arbitration.

### 13.14 Assignment of a Single Arbitrator

The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An Arbitrator may be removed from the list by mutual agreement.

### 13.15 Expedited Arbitration

- (a) Whenever possible, it is the intent of both Parties not to use outside legal counsel. The Parties further agree the expedited arbitration process is intended to resolve grievances in as timely a manner as possible.
- (b) The Parties will meet as often as necessary mutually to agree on the grievances that are appropriate for expedited arbitration. All grievances shall be considered suitable for and resolvable by expedited arbitration except grievances in the nature of:
- (1) dismissals;
  - (2) rejection on probation;
  - (3) suspension in excess of twenty (20) work days;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
  - (6) grievances relating to Hours of Work;
  - (7) grievances requiring presentation of extrinsic evidence;
  - (8) grievances where a Party intends to raise a preliminary objection;
  - (9) demotions; and
  - (10) classification appeal under the Gender Neutral Job Evaluation Plan.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (g) A grievance determined by either Party to fall within one of the categories listed in b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 13.13 as appropriate.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (i) The Parties agree to notify each other of their intent to use a lawyer within a reasonable time frame prior to the hearing date.

## **ARTICLE 14 - JOB SECURITY, SENIORITY, LAYOFF, AND BUMPING**

### **14.1 Service with Employer Sole Criterion**

Service with the Employer shall be the criterion for seniority for the purpose of layoff and bumping only.

### **14.2 Part-Time Service Cumulative**

Part-time employment shall count for seniority on a cumulative basis. Except as provided in Article 14.3 of this Agreement, temporary employment shall count for seniority on a cumulative basis.

### **14.3 Retention and Accumulation of Seniority**

- (a) Employees on leave with pay or parental leave shall accumulate seniority while on leave.
- (b) Employees on leave without pay shall accumulate seniority for the first thirty (30) days and shall retain seniority thereafter while on leave.
- (c) Employees who are laid off or bumped shall retain seniority for a two (2) year period.
- (d) For purposes of layoff and recall and other seniority related provisions of this Agreement, if a temporary employee becomes a regular employee, their cumulative service shall be credited as seniority.

### **14.4 Seniority in Excluded Positions**

Regular employees who are appointed to excluded positions with Caucus shall retain but not accumulate seniority.

### **14.5 Former Employees Working for Government**

A regular employee who terminates employment for government, Crown Corporation or ministerial service under a New Democratic Party administration shall retain and have the right to exercise seniority on the following basis:

- (a) for up to three (3) months from the start of the above-mentioned service an employee shall be entitled to bump employees with less seniority in her/his former position or an equivalent one in the same classification;
- (b) at the completion of three (3) months from the start of the above-mentioned service, the employee shall be entitled to be placed in order of seniority on a Former-Caucus-Service List (FCSL), with the right to return to work in the Caucus within the first two (2) years providing the former position or an equivalent one in the same classification is vacant.

### **14.6 When Seniority Is Lost**

An employee will lose his/her seniority if that employee:

- (a) is terminated for just cause;
- (b) voluntarily abandons his/her position;
- (c) is on layoff for more than two (2) years;
- (d) is on the FCSL for more than two (2) years;
- (e) in the case of temporary, part-time, laid off or bumped employees, who are unavailable for or decline two (2) employment offers, such offers will be made by registered mail to the employee's last known address.

#### **14.7 Annual Seniority List**

The Employer agrees to provide the Union with an annual updated seniority list. Any disagreement regarding the accuracy of the list shall be resolved through the grievance procedure.

#### **14.8 Employer's Commitment to Ensure Employment**

Subject to Clause 14.9 the Employer shall make all reasonable efforts to ensure employment for employees whose continuing employment is threatened as a result of sudden reductions in the Caucus budget or internal changes.

#### **14.9 Layoff Notice and Alternatives to Layoff**

- (a) If layoffs become necessary, the Employer will give thirty (30) calendar days notice in writing to the employees affected and to the Union.
- (b) Layoffs shall be in the reverse order of seniority in the work classification affected.
- (c) If an employee is laid off after such notice, but before the effective date of layoff, the employee shall be paid for that part of the notice period during which work was not available.
- (d) The Employer and the Union agree to work to minimize layoffs. The Employer and the Union shall meet to establish and agree upon the Employer's requirements by Department.
- (e) Without limiting the generality of (d), each Department shall meet and consider whether it is possible to meet the Employer's requirements voluntarily by a combination of any or all of the following:
  - (1) part-time working, in which employees will work less than thirty-five (35) hours weekly;
  - (2) seasonal working, in which employees will work for part of the year at thirty-five (35) hours per week;
  - (3) voluntary layoffs, or
  - (4) job sharing.
- (f) Where a Department submits a proposal that meets the Employer's requirements, the Employer shall implement it.
- (g) For purposes of this Article, the following Departments may develop proposals:
  - (1) *Communications Department*
    - Communications Officers
    - Outreach Officers

- (2) *Print Shop*
  - Printroom Operator
  - Senior Printroom Operator
  
- (3) *Administrative Coordinators*
  - Legislative Assistants
  - Switchboard Operator
  - Legislative Assistant/Bookkeeper
  - Office Assistants
  - Legislative Assistant/Systems Backup
  - Correspondence Unit Operator
  
- (4) *Research Department*
  - Research Officer
  - Senior Research Officer
  
- (5) *Systems Department*
  - System Administrator

(h) Nothing in this Article precludes an employee from exercising bumping rights in accordance with Article 14.10.

#### **14.10 Laid Off Employees May Bump**

Employees who are laid off have the right to bump employees in other work classifications with less seniority, subject to being able to perform satisfactorily the work required. Employees who choose not to exercise their bumping rights shall continue to enjoy full rights to recall in accordance with 14.11 of this Agreement. The employee must declare his/her intention to bump within five (5) days of receipt of layoff notice and the bumping must be initiated within the subsequent five (5) days.

#### **14.11 Seniority Retained and Recall Right**

- (a) A regular employee who has opted for participation in an Alternative to Layoff Plan, Article 14.9, shall have access to any additional hours that become available up to the equivalent of a full-time employee in his/her work classification. Such offerings will be on the basis of seniority and will not be posted.
- (b) A regular employee not working full-time on a permanent basis shall be offered any vacant full-time position, in their classification, before the provisions of Article 14.11(e) are accessed.
- (c) Upon confirmation that any persons eligible for recall under Article 14.11(e) have been offered work, any such positions shall be posted internally before Article 14.5 applies.
- (d) Employees who are laid off or bumped will continue to retain seniority for a two (2) year period and will be placed in order of seniority on a recall list. For a two (2) year period following layoffs or bumping, an employee who has bumped, been laid off or has been bumped will have the opportunity to return to a job in his/her former work classification if such a job becomes available. Such offerings will be on the basis of seniority and will not be posted as long as there are eligible and qualified employees on the recall list who are prepared to accept the job offer.
- (e) Employees on layoff shall be recalled before any positions for which they are qualified are filled by any other means.
- (f) Temporary employees who have completed six (6) months cumulative service in a classification within eighteen (18) months, and with no break in service greater than nine (9) months continuous, will

have the opportunity to return to a temporary job in her/his former work classification if such a job becomes available. Such offerings will be on the basis of cumulative service and will not be posted as long as there are eligible and qualified temporary employees who are prepared to accept the job offer.

#### **14.12 New Jobs Shall be Posted**

New jobs shall be posted internally. Present employees and employees on the seniority list who are on layoff and who have been bumped and who wish to apply must be considered before outside applicants. Such employees shall be notified in writing of all new job postings.

#### **14.13 Notice of Termination of Employment**

Fourteen (14) calendar days' notice shall be given by employees upon termination of employment.

#### **14.14 Notice May be Waived**

The fourteen (14) days' notice referred to in Clause 14.13 may be waived by mutual consent of the Employer and the employee.

### **ARTICLE 15 - JOB SHARING AND SALARY DEFERRAL**

#### **15.1 Commitment to Accommodate Job Sharing**

The Employer agrees to make every effort to accommodate employees' requests for job sharing. The details will be worked out between the employees and their supervisors.

#### **15.2 Salary Deferral Leave of Absence to be Established**

The Employer and the Union agree to establish a self-funded, salary-deferral leave of absence, pursuant to Regulation 6801 of the Income Tax Act.

### **ARTICLE 16 - HOURS OF WORK**

#### **16.1 Thirty-five (35) Hour Week, Hours by Agreement**

The regular work week for all full-time employees shall be thirty-five (35) hours, with the hours being arranged by mutual agreement.

#### **16.2 Work Schedules**

During session the Employer and the Union agree to the following provision of a modified work week.

Regular employees excluding those employees covered under Article 16.1 may work up to an additional hour per day Monday through Thursday inclusive. Employees may commence up to one hour prior to the normally scheduled hours and finish up to one hour past the end of the regular scheduled shift. Such hours will be banked at straight time rates and scheduled out of session by mutual agreement.

Notwithstanding the foregoing, the Parties agree that employees may schedule time off Friday afternoon during session by mutual agreement.

The Employer and the Union agree that by mutual agreement a modified work week can be implemented outside of session.

### **16.3 Lunch and Rest Periods**

Employees shall be entitled to a fifteen (15) minute break without loss of pay in each half of a normal work shift. Employees shall be entitled to one (1) hour without pay for lunch.

### **16.4 Flextime**

Any proposal under this section is subject to the approval of the Employer, who is obligated to discuss any such proposal with the employee.

For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (a) choose their starting and finishing times; and
- (b) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be determined at the local level.

The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

## **ARTICLE 17 - OVERTIME**

### **17.1 Research and Communications Officers, Outreach Officers and Systems Administrator's Overtime**

(a) The Parties to this Agreement recognize that the normal responsibilities of research and communications officers, outreach officers, and systems administrators require staff occasionally to work outside regular office hours and on days which are not regular working days. In this Article the phrase normal responsibilities is taken to mean work activities related to research and communications, outreach, and systems administrators assignments and includes extended hours on regular working days as required for the timely completion of research and communications, outreach and systems administrators assignments.

(b) In recognition of research and communications officers, outreach officers, and systems administrators working outside regular office hours on regular working days, fulfilling normal responsibilities, the Employer agrees to provide research and communications officers, outreach officers and systems administrators with fifteen (15) days compensation, any portion of which may be taken as leave with pay or in cash payment, at the employee's option. The scheduling of any days of leave shall be conducted in a manner consistent with Clause 19.1. In exceptional circumstances, the designated supervisor may grant additional days leave with pay in lieu under this clause.

(c) This overtime package is made available on the understanding that research and communications officers, outreach officers, and systems administrator are expected to be available beyond regular hours, especially when the Legislature is in session. It is understood that research and communications officers, outreach officers, and systems administrator will be available at the request of their Director or an MLA through the Director beyond regular hours in order to accomplish emergent and essential tasks, but also that no unreasonable demands can be made on any employee. It is also understood that research and communications officers, outreach officers, and systems administrator will, at their own initiative, work beyond normal working hours.

(d) In recognition of research and communications officers, outreach officers, and systems administrators working on days other than regular working days fulfilling normal responsibilities the Employer agrees to compensate such overtime at the rate of double time. All such overtime shall be pre-authorized by the employee's Director.

(e) *Outreach Officers*

Hours of work for employees whose positions are designated as outreach-oriented will be structured on a flexible work schedule to accommodate office responsibilities and outside meetings provided that work performed shall fit within the standard working hours and the overtime provided under the compensatory time off formula and in conformity with the Employment Standards Act.

## 17.2 Other Overtime

Employees not covered by 17.1 who work overtime shall be reimbursed at the rate of time and a half for the first two (2) hours after the normal working day, and double time thereafter. Weekends and statutory holidays worked at the Employer's request shall be at the rate of double time. The employee shall have the option of taking such compensation in the form of cash payment or leave with pay. Overtime of less than fifteen (15) minutes shall not be recorded. Overtime of sixteen (16) minutes or more shall be rounded out to the nearest one-half ( $\frac{1}{2}$ ) hour. All overtime shall be pre-authorized by the designated supervisor.

## 17.3 Time to be Taken in Year Earned

Any days of paid leave associated with Clause 18.1 or Clause 18.2 shall be taken within the calendar year in which they are accumulated. This provision may be waived by mutual agreement in exceptional circumstances.

## 17.4 Taxi Fare if Employee Works Past 9:00 p.m.

When an employee works past 9:00 p.m. on a normal work day, the Employer shall reimburse the employee his/her taxi costs from the workplace to his/her home, providing a receipt is furnished.

## 17.5 Overtime Meal Allowance

(a) When an employee works approved overtime in excess of two and one-half ( $2\frac{1}{2}$ ) hours after the completion of his/her scheduled daily hours, he/she shall be reimbursed with an overtime meal allowance, and a meal break of one-half ( $\frac{1}{2}$ ) hour with pay shall be given.

(b) The overtime meal allowance shall be the prescribed dinner rate in accordance with Article 22.2, travel expenses.

## ARTICLE 18 - ANNUAL VACATION ENTITLEMENT

### 18.1 Vacation Entitlement Increases with Service

Annual vacation entitlement shall be based on Caucus, B.C. Government and Ministerial service:

1 to 5 years service.....	25 working days
6 to 10 years service.....	25 working days + an additional day for every year service above 5
11 to 19 years service.....	30 working days + an additional day for every 2 years service above 10
20+ years service .....	35 working days

"Service with the Caucus" includes paid work at the Legislative Buildings or elsewhere in the service of a Member of Legislative Assembly or the Caucus.

**18.2 Part-Time Employees Receive Proportion**

Part-time regular employees shall receive vacation proportionate to the hours worked.

**18.3 Temporary Employees 6% in Lieu of Vacation**

Temporary employees shall be paid six percent (6%) of their earnings on termination in lieu of vacation entitlement.

**18.4 Regular Employees With Less Than 1 Year**

Notwithstanding Article 18.1, regular employees who have been employed for less than one (1) year shall receive vacation time based on total completed calendar months employed up to December 31, to be scheduled by mutual agreement.

**18.5 Conversion of Hours**

Where an employee is granted vacation pursuant to this Article, and where the regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

**ARTICLE 19 - VACATION LEAVE AND CALL BACK****19.1 Vacation Leave**

- (a) The Employer and the Union agree that employees shall not be restricted in their selection of vacation leave other than as defined in (b) and pursuant to Clause 19.2.
- (b) Employees will be restricted in the scheduling of vacation leave up to two (2) days between February 1 and May 31 and between October 1 and November 30.

Notwithstanding the foregoing an employee will be able to schedule vacation should a special or unusual circumstance arise.

Special or unusual circumstances may include an event over which the employee has no control of the date such as, but not limited to: a significant anniversary or birthday of a member of the employee's immediate family.

In the case of a dispute as to what defines a special or unusual circumstance, the matter will be forwarded to Margaret Lord for dispute resolution within three (3) days. She will respond within five (5) days.

**19.2 Vacation Preference Based on Seniority**

- (a) A preference in selection of vacation time shall be determined in each classification on the basis of service seniority with the Caucus.
- (b) Employees shall exercise their seniority rights for the choice of their first vacation period prior to March 15. Seniority shall prevail in the choice of the second vacation period, but only after all other employees in the classification unit have selected their first vacation period.

**19.3 Vacation Schedules**

- (a) On February 15, vacation schedule forms shall be posted. Employees shall make vacation selections by March 15. Vacation schedules shall be circulated by March 31 of each year. Vacations

shall be approved by the employee's designated supervisor within seven (7) calendar days. If the vacation selection has not been responded to within the above noted seven (7) days, the employee or a steward on the employee's behalf may ask in writing for a response. If such response is not forwarded within seven (7) days the vacation request is to be deemed approved.

(b) An employee who does not exercise his/her seniority rights in accordance with the prior provisions contained in Clause 19.3(a), shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) The Employer shall make every effort to contact absent employees in order to establish such employees preference for a vacation.

(d) requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

(e) Vacation schedules may be amended at any time by mutual agreement of the employer and any employee affected by the change.

(f) An employee may carryover a maximum of ten (10) vacation days into the following year. The total number of days carried over shall not exceed ten (10) days.

#### **19.4 Call Back Only in Emergency**

Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency.

#### **19.5 Expenses When Called Back**

When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

#### **19.6 Travel Time When Called Back Not Charged to Employee**

Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

#### **19.7 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of the Short Term Illness and Injury Plan benefits pursuant to Article 28, or on leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **19.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final year of service.

#### **19.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

## ARTICLE 20 - TECHNOLOGICAL CHANGE

### 20.1 Purpose of Technological Change

The Employer and the Union agree that the purpose of technological change is to increase the productivity of the office and not to replace, displace or de-skill employees.

### 20.2 Technological Change Defined

For purposes of this Article technological change means:

- (a) the introduction by the Employer of a change in work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Employer, in work, undertaking or business; or
- (b) a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

### 20.3 Long Notice, Joint Committee on Implementation

The Employer shall notify the Union of aspects of technological change affecting staff as far in advance of the desired implementation date as possible. At the request of either Party, such technological change shall be referred to a Joint Union/Management Committee for discussion and planning prior to implementation.

### 20.4 Adjustments to Technological Change

The Employer and the Union agree to the following provisions relating to the adjustment of technological change.

Following consideration by a Joint Committee that may be established in accordance with Clause 21.3:

- (a) employees shall be notified one (1) month in advance of technological change affecting their responsibilities, work practices and employment;
- (b) employees shall be offered such retraining as is required to accommodate technological change without loss of employment;
- (c) the Employer shall provide each employee with one (1) professional development day per year to attend a mutually agreed upon course to upgrade skills. Cost of course to be borne by the employee;
- (d) in the event that retraining is insufficient to accommodate technological change the Employer agrees to make every effort to transfer affected employees to other positions without loss of pay;
- (e) pursuant to provisions (a) through (d) of this clause regarding adjustment to technological change, the employer agrees to make every effort to provide continuing meaningful employment for regular employees affected by technological change;
- (f) in the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present method of operation, the Employer agrees to make every effort upon implementation to immediately provide adequate and sufficient training in order to allow employees to work productively with the least disruption as possible.

## ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

### 21.1 Employer's Obligation

The Employer shall, subject to the limitations faced by the Caucus, make all reasonable provisions for the health and safety of the employees during working hours.

### 21.2 Union May Make Suggestions

The Union may from time to time bring to the attention of the Employer any suggestions regarding health and safety and any other suggestions for improvements in conditions of work. Where this is done in writing, the Employer shall respond in writing.

### 21.3 Joint Occupational Health and Safety Committees

(a) The Employer and the Union agree to establish Occupational Health and Safety Committees at appropriate locations. Occupational Health and Safety Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local Union representatives. Union representatives shall be appointed by the BC Government and Service Employees' Union. These committees will meet, at regular intervals to be determined by the committees, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committees shall be sent to the Union and the Employer.

Employees who are representatives on the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings. Employees attending these committee meetings held on their days of rest or outside their regularly scheduled hours of work shall receive pay at straight time rates equivalent to the duration of the meeting. This time shall not be considered time worked.

(b) There shall be one designate from the bargaining unit appointed to the building/worksite Joint Occupational Health and Safety Committee by the Employer. That designate shall be determined by the Union.

### 21.4 Four (4) Hour Daily Limit to Video Display Terminal

The maximum daily exposure of an employee to a word processor with a video display terminal (VDT) shall not exceed four (4) hours of operation.

### 21.5 Fifty (50) Minute Continuous Operation Limit

No employee shall be required to operate continuously for more than fifty (50) minutes a word processor equipped with a VDT. At the end of each fifty (50) minute period there shall be an obligatory ten (10) minute rest period before the operator resumes such operation.

### 21.6 Adjustments to be Discussed

Adjustments to lighting, seating, and other aspects of office design and equipment related to the installation of word processing machines equipped with VDT's shall be discussed in the Joint Committee. Such adjustments shall be considered, whenever an employee begins to operate such machines, as well as when the work experience with such machines may make further adjustments appropriate.

### 21.7 Pregnant Employees Exempt from Operating VDT

The Employer will not require a pregnant employee, or an employee who advises that she is intending to become pregnant, to operate a word processor with a VDT. It is the employee's responsibility to bring

this to the attention of the Employer and to give as much notice as possible. Such employees shall be entitled to be placed in work at equal pay for the duration of the period in question and the Employer has the right to make all such assignments necessary to effect such a placement.

### **21.8 Ophthalmological Examinations**

An employee who regularly operates a VDT shall undergo examinations by an ophthalmologist at the commencement of such work and after six months, and then annually thereafter. Where there is a cost to the employee, it shall be reimbursed by the Employer.

### **21.9 When Operator Sick Due to VDT Operation**

An operator who provides the Employer with the certificate of a legally qualified medical practitioner indicating that he/she suffers from any physical condition that may be caused by operation of a terminal may request not to work at a terminal without loss of pay, seniority or other benefits until that terminal has been:

- (a) inspected by a qualified person and repaired if necessary;
- (b) tested for radiation levels; and
- (c) shown to comply with the following conditions:
  - (1) the terminal shall be equipped with a detachable keyboard or other device readily adjustable by the operator to maintain correct viewing posture and proper typing position;
  - (2) the work station shall be equipped with a copy holder that is readily adjustable by the operator;
  - (3) the terminal shall be located on an adjustable table and the work station shall be provided with a chair that is readily adjustable for seat and back rest heights, angle and back rest tension by the operator when seated;
  - (4) the terminal shall be equipped with brightness and contrast controls that are readily adjustable by the operator;
  - (5) the terminal shall be equipped with an anti-reflection filter;
  - (6) the terminal shall be provided with an individual lighting unit equipped with a dimmer switch and readily adjustable by the operator;
  - (7) the terminal shall be arranged so that the primary heat exhausts, without intervening ducts, walls or insulation, shall not be within four (4) feet of where an employee is stationed,
  - (8) the terminal shall be equipped with an individual on/off switch controlled by the operator;
  - (9) the terminal shall comply with any further standards prescribed by regulation.

### **21.10 Six (6) Month Maintenance of VDT's**

The Employer shall, at least once in each six (6) month period:

- (a) have every VDT in its possession inspected and maintained by qualified persons;
- (b) carry out a full lighting survey of all working areas containing VDT's, each survey to be conducted by qualified persons;

- (c) carry out a full survey of radiation emissions from VDT's in the work place, such survey to be conducted by qualified persons.

Full records of all inspections, maintenance, tests and surveys are to be kept for reference by Employer and Union.

#### **21.11 Lead Aprons and Blocking Equipment Provided**

The Employer shall provide VDT operators with lead aprons upon request and shall provide up-to-date radiation blocking equipment, as recommended by the Joint Committee, on VDT's in the work place.

#### **21.12 Employer Not to Use VDT as Productivity Monitor**

The Employer shall not use monitoring devices on the VDT's to monitor the productivity of operators.

#### **21.13 Hazardous Chemicals in the Workplace**

The Employer shall, as far as present knowledge permits, post informative notices regarding hazardous chemicals being used in the work place, their proper handling and possible health hazards associated with their use. The Employer shall provide for proper procedures and equipment for those workers who frequently handle chemicals.

#### **21.14 Employee Has Right to Refuse Dangerous Work**

Where an employee has reason to believe that any equipment, machine, device or part of the work environment is likely to endanger them or their health, that employee has the right individually to refuse to work. At that point the employee shall immediately notify their supervisor or other Employer representative and a Union steward who shall attempt to resolve the problem. If no solution is found, the union steward shall have the right to shut down the work place area involved, and the matter shall be immediately referred to the Joint Committee and resolved prior to the re commencement of work by employees.

**ARTICLE 22 - RATES OF PAY****22.1 Salary Schedule**

- (a) Employees shall receive a salary increment on the first and second anniversary of the employee's appointment, promotion or reclassification to their current position, within their salary range.
- (b) The following biweekly salary schedule shall be in effect from January 1, 2002.

<b>RATES OF PAY</b>			
<b>Classification</b>	<b>Step</b>	<b>Jan. 1/02</b>	<b>April 1/02</b>
Office Assistant/Switchboard Operator	1	1177.47	
	2	1246.56	
	3	1331.09	
Research Clerk, Print Room Operator, Correspondence Unit Operator	1	1258.32	
	2	1320.06	
	3	1410.47	
Senior Print Room Operator	1	1320.06	
	2	1397.97	
	3	1494.99	
Legislative Assistant	1	1397.97	
	2	1481.76	
	3	1585.40	
Legislative Assistant/Bookkeeper Legislative Assistant/Systems Backup Legislative Assistant/Office Coordinator	1	1481.76	
	2	1571.43	
	3	1601.60	1681.68
Systems Administrator, Research Officer, Communications Officer, Outreach Officer	1	1618.47	
	2	1716.96	
	3	1838.97	
Senior Research Officer	1	1997.00	
	2	2123.42	
	3	2279.97	

- (c) Wage reopener effective April 1, 2003.
- (d) Signing bonus of \$200.00.

**22.2 Travel Expenses**

When an employee is required to incur travel expenses, the following expenses will be payable:

- (a) mileage for the use of employee's personal vehicle
- (b) parking
- (c) which is mutually agreeable to the Employer and the employee
- (d) air-fare and other travel costs as approved
- (e) meal allowance; and
- (f) reasonable receipted childcare costs.

Where a rate is established by the Legislative Assembly, these rates will apply.

## ARTICLE 23 - CLASSIFICATIONS & RECLASSIFICATIONS

### 23.1 Classification Specifications

The Employer agrees to supply the President of the Union or his/her designate with the job descriptions for those position categories in the bargaining unit.

### 23.2 Classification and Salary Determination

(a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed by the Parties, the Employer may implement the classification and attach a salary. The matter may then be referred to a Classification Referee pursuant to Article 23.3(f)(g) of this Agreement, or as determined by the Classification Referee. The new rate of pay shall become effective on a date agreed upon by the Parties or as determined by the Classification Referee.

(b) When a new classification is to be covered by this Agreement, the Employer will give written notice to the Union thirty (30) days prior to the time the classification is to be established. Negotiations shall commence fourteen (14) days after written notice is received to deal with the rate of pay for the classification.

### 23.3 Classification Appeal

An employee shall have the right to appeal the evaluation of the position he/she occupies through the Union.

(a) If an employee believes that the position he/she occupies is improperly evaluated he/she shall discuss the evaluation with his/her immediate supervisor.

(b) The supervisor shall, upon request, provide the employee with a copy of the job description.

(c) Upon request the employee and his/her immediate supervisor shall discuss this job description by comparison with the official classification specification, if available.

(d) If there is a dispute between the supervisor and an employee concerning the evaluation of his/her position, or if the employee believes there is a conflict between his/her job description and the official classification specification, the employee may request in writing a review to be performed by the Executive Director or his/her designate and a Staff Representative of the Union or his/her designate. The aforementioned review shall be completed within sixty (60) days of submission. The employee may be required to complete a job description preliminary draft to assist in this review. The employee may request and receive a full explanation of the review from the Employer.

(e) Where a position is re-evaluated, the rate of pay for the position shall be effective the date the written review request was received by the Executive Director.

(f) If the above procedure does not lead to a satisfactory resolution, the matter may be submitted to a mutually agreed to classification referee, who shall make a recommendation to the Parties in accordance with the procedures agreed to by the Parties for this purpose. The referee shall make every effort to render his/her recommendation to the Parties within thirty (30) days of receipt of the dispute.

(g) The Parties shall jointly agree upon a list of Referees who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Article 23.

(1) The list of Classification Referees shall be:

- (i) Heather Laing
- (ii) Dan Johnson

(2) The Referee shall be assigned to Hearings depending upon availability, on a rotating basis from the list of Referees.

(h) Where a classification appeal is filed or a determination under Article 23.2 is required, either Party may use the classification series contained within the Provincial Government Employers Collective Agreement, to establish a new classification and/or rate.

#### **23.4 Rates of Pay on Reclassification or Promotion**

(a) When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate in the salary schedule which is more than eight (8) percent above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

#### **23.5 No Salary Reduction if Position Reclassified**

An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.

#### **23.6 Blue Circling**

Any employee whose salary has been protected by Clause 23.5 shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

#### **23.7 No Protection for Excluded Employees**

This Article shall not apply to excluded employees who return to the bargaining unit.

### **ARTICLE 24 - SEVERANCE PAY**

#### **24.1 Severance Pay in Lieu of Recall Rights**

A laid off employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she shall be deemed to have resigned and waives all rights of recall.

#### **24.2 Rates of Severance Pay**

A regular employee who has elected severance pay pursuant to this Article shall be entitled to severance pay as follows:

- (a) less than three (3) years of service      two (2) weeks' pay per year of service;
- (b) three (3) or more years of service      three (3) weeks' pay per year of service.

up to a maximum of twenty-six (26) weeks when severance is voluntary and fifty-two (52) weeks when severance is involuntary.

#### **24.3 Severance Training Allowance**

(a) In addition to the annual training allowance budget the Employer agrees to provide a training and/or counselling allowance to employees laid off following an election as follows:

Less than three (3) years of service..... up to \$1,000.00  
Over three (3) years of service..... up to \$2,000.00

(b) Employees who are laid off following an election must indicate to the Employer their intention to enrol in a training program within sixty days of lay off.

(b) Upon proof of registration in an education, training or counselling program the Employer shall pay the Employee the severance training allowance pursuant to this Article.

#### **24.4 Service Defined**

For employees at January 15, 1987, for the purposes of this section "*Service*" means employment with the Caucus, B.C. Government and Ministerial service. For employees hired on or after January 16, 1987, "*Service*" means employment with the Caucus, B.C. NDP Government and B.C. NDP Ministerial Service.

### **ARTICLE 25 - PROBATION**

#### **25.1 Six Months Probation**

(a) A new employee will be considered on probation until six (6) months have elapsed from the date of starting work.

(b) Temporary employees will be deemed to have completed probation after six (6) months cumulative service in a classification and provided that:

- (1) there has been no break in service longer than nine (9) months continuous, and
- (2) the six (6) months cumulative service has been accrued within eighteen (18) months.

#### **25.2 Probationary Period May be Extended**

Where a probationary employee is absent for longer than thirty-five (35) hours, the probationary period is extended by the length of the absence.

#### **25.3 Employer to Advise Employee Standards to be Met**

The Employer or designate shall advise the probationary employee of the standards that must be met.

### **ARTICLE 26 - PROMOTIONS AND TRANSFERS**

All employees promoted or transferred shall remain in the job for a trial period of three (3) months at the appropriate rate of pay in accordance with Article 23, so long as it does not constitute loss in pay. If at the end of the trial period the employee or Employer is not satisfied, the employee shall have the right to return to the position previously held, or to another, mutually agreeable position with the Employer at a rate of pay no less than the rate prior to the transfer or promotion.

### **ARTICLE 27 - PAID HOLIDAYS**

#### **27.1 Paid Holiday Entitlement**

Employees shall be entitled to paid holidays as follows:

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

and one (1) floating day, the scheduling of which shall be arranged off Session by mutual agreement.

### **27.2 Future Paid Holidays**

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

### **27.3 Paid Holiday Not Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### **27.4 Temporary Employees Eligible**

The provisions of this Article shall apply to temporary employees.

## **ARTICLE 28 - SHORT TERM ILLNESS AND INJURY AND HEALTH & SOCIAL BENEFITS**

### **28.1 Benefit Plans**

The Parties to the Collective Agreement agree that the following enumerated items are conditions of employment:

- (1) *Medical Services Plan* - optional coverage effective from the first day of the second month of employment (plan is paid one (1) month in advance). New employees must submit a completed application form to the payroll office as of their date of employ to be eligible for coverage by the first day of the second month. Total cost paid for by the Employee Benefits Branch, Superannuation Commission.
- (2) *Group Life Insurance Plan* - coverage is mandatory from first day of employment.
- (3) *Air Travel Insurance Plan* - employees are covered under public service plan from date of employment when travelling on government business. Superannuation Commission pays one hundred percent (100%) of the cost.
- (4) *Superannuation Plan* - effective January 1, 1985, superannuation coverage is mandatory for all legislative employees.
- (5) *Dental Plan* - optional coverage effective first day of the seventh month of continuous employment. Superannuation Commission pays one hundred percent (100%) of the plan.
- (6) *Extended Health Plan* - an employee retiring and in receipt of a superannuation allowance under the Public Service Superannuation Act is provided continuous coverage under the Extended Health Plan as provided by the Public Service Superannuation Branch.
- (7) *Short Term Illness and Injury Plan*
- (8) *Long Term Disability Plan*

## 28.2 Short-Term Illness and Injury Plan Scope

Effective January 1, 1987 all regular employees are covered by a short term illness and injury plan, from the Employer budget, as follows:

- (a) Sick leave credits with pay shall be granted on the basis of one (1) day per month. The twelve (12) sick leave days can be accessed at the beginning of each year. If an employee resigns during the year the sick leave time that has been used shall be pro-rated and the Employer shall have the right to reclaim any time not earned.
- (b) A probationary employee is entitled to earn and use sick leave credits on the same basis as non-probationary employees, except that if the probationary employee ceases to be employed beyond the probationary period, the cost of the credits used shall be deducted from the last paycheck.
- (c) Sick time shall be cumulative up to twenty-four (24) days.
- (d) Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify their supervisor as promptly as possible of any absence from duty because of sickness and employees must notify the supervisor prior to their return.
- (e) All regular employees are eligible for a short-term disability plan based on length of service:
  - (1) *Three (3) - Six (6) Months Active Service*: Benefits equal to fifteen (15) weeks or seventy-five (75) working days, consisting of up to six (6) days at full pay or what remains of the sick leave credit entitlement, and the remainder at two-thirds (2/3) of regular pay not to exceed two hundred and ten dollars (\$210) or the EI maximum weekly sickness benefit, whichever is greater. Cost borne by the Caucus budget. At employee's option, one-third (1/3) day vacation entitlement may be used to raise the above two-thirds (2/3) pay level to one hundred percent (100%).
  - (2) *Over Six (6) Months Active Service* - maximum six (6) calendar months, consisting of up to twelve (12) days at full pay or what remains of the sick leave credit entitlement and remainder at seventy-five percent (75%) of regular pay. Cost borne by Caucus budget. At employee's option, one-quarter (1/4) day vacation entitlement may be used to raise the above three-quarter (3/4) pay level to one hundred percent (100%).

## 28.3 Temporary Employees

Temporary employees will receive compensation of thirty-eight dollars and fifty cents (\$38.50) per biweekly pay period, in lieu of health and social benefits. Temporary employees will be eligible, and may opt for coverage under Clause 29.1 and the benefits enumerated in Article 28 after completion of probation, as defined in Article 25.1(b).

## 28.4 Health & Social Benefits

Regular employees shall be entitled to the benefit plans, as provided by the Office of the Speaker, set out in Article 28 and elsewhere in the Agreement. In the event of any modification or cancellation of the benefits receivable as enumerated in Article 28 and elsewhere in the Agreement, the Parties to the Agreement shall meet promptly, and they shall use their best efforts to negotiate provisions to supplement, replace, or otherwise accommodate those which have been downgraded or terminated. The Employer undertakes to inform the Union of any such modification or cancellation of benefits as enumerated in Article 28 and elsewhere in the Agreement as soon as they are known to be in prospect.

## 28.5 Acupressure Treatment

Where an employee receives Acupressure treatment, the Employer shall reimburse the employee for fifty percent (50%) of the receipted costs paid to receive treatment up to \$300 per year. The maximum appointments allowed under this Article shall not exceed twelve (12) visits per calendar year.

## ARTICLE 29 - SPECIAL LEAVE

### 29.1 Special Leave Credits Earned and Used

In order to treat all employees in a fair and equitable manner, an employee:

- (a) shall, upon completion of probation, receive ten (10) days of special leave credit with pay; and thereafter
- (b) shall earn special leave credit at the rate of one-half (½) day every four (4) weeks, up to a maximum of twenty-five (25) days of accrued special leave credits.

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits are to be used for the following purposes:

- (c) *Employee's marriage* - five (5) days;
- (d) Serious illness of a dependent child or dependent member of the immediate family of the employee when no one at the employee's home other than the employee can provide for the needs of that person. The employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days Special Leave at any one time for this purpose. Where there are recurrent requests under this clause, the Employer may request a report from a qualified medical practitioner;
- (e) For ill family members, as defined in Article 29.1(d)(2) other than children, and requiring emergency care, and where no one other than the Employee, can care for the ill family member, the Employee shall be granted, after notifying the Supervisor, up to one day paid leave for the purpose of administering the requisite care. An employee may request additional unpaid leave for the purpose of administering requisite care in (b) or (c).
- (f) *Bereavement Leave*
  - (1) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral or memorial service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.
  - (2) Immediate family is defined as an employee's parent, spouse or spouse equivalent, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
  - (3) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for two (2) days for the purpose of attending the funeral.
  - (4) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (g) *Serious household or domestic emergencies* - up to one (1) day;

- (h) *Attend funeral or memorial service as pall bearer or mourner* - one-half (½) day; to be used annually.
- (i) *Moving Leave* - An employee shall qualify for up to one (1) day Special Leave annually if he/she is obliged to move his/her household furniture and possessions during normal working hours.
- (j) *Medical and Dental Leave:*
  - (1) The employee is required whenever possible to give reasonable notice to their supervisor of medical/dental appointments.
  - (2) Where it is not possible to schedule a medical and/or dental appointment for an employee or dependent member of the employee's immediate family outside regularly scheduled working hours, reasonable time off shall be permitted, but if absence, is over two (2) hours, it shall be charged to the employee's Special Leave entitlement.
- (k) *Court appearance for hearing of an employee's child* - one (1) day.

## **29.2 Leave for Court Appearances**

- (a) The Caucus shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) An employee in receipt of his/her regular earnings while serving at court shall remit to the Caucus all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Caucus.
- (c) In cases where an employee's private affairs have occasioned a court appearance such leave to attend a court shall be without pay.
- (d) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (e) In the event an accused employee is jailed pending court appearance, such leave of absence shall be without pay.

## **29.3 Other Leave by Mutual Agreement**

Other leave with pay may be granted by mutual agreement.

## **29.4 On Return from Leave**

Upon return from leave granted under this Article, the employee shall be placed in his/her former position or in a position of equal rank and pay.

## **29.5 Pre-Retirement Leave**

An employee scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act, or who has reached the mandatory retiring age, shall be entitled to:

- (a) a special paid leave for a period equivalent to fifty percent (50%) of her/his accumulated sick bank credit, to be taken immediately prior to retirement; or
- (b) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of her/his accumulated sick bank credit, to be paid immediately prior to retirement and based upon her/his current rate of pay.
- (c) For the purposes of this Article sick bank credit means credit accumulated prior to January 1, 1978 which has not been utilized prior to retirement.

## 29.6 Retirement Allowance

Upon retirement from service, an employee who has completed twenty (20) years of cumulative service, and who under the provisions of the Public Service Superannuation Act is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to her/his salary for one (1) month, and for each full year of service exceeding twenty (20) years, but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of her/his monthly salary.

## ARTICLE 30 - MEDICAL AND DENTAL LEAVE

Where it is not possible to schedule a medical and/or dental appointment for an employee or dependent member of the employee's immediate family outside regularly scheduled working hours, reasonable time off with pay, not to exceed two (2) hours on any one occasion, shall be permitted. Absences for this purpose longer than two (2) hours shall be eligible for special leave in accordance with Article 29.

## ARTICLE 31 - PARENTAL LEAVE

### 31.1 Maternity Leave/Parental Leave

A pregnant employee shall qualify for maternity leave benefits upon completion of the probationary period. Parental leave for either parent shall be granted in accordance with the Employment Insurance Act and Regulations pertaining thereto.

- (a) Upon written request at least thirty (30) calendar days before the anticipated date of departure, the employee shall be granted maternity leave for up to twelve (12) months. The part of that leave that may be taken during the latter stages of pregnancy shall be determined by mutual agreement and shall be scheduled in advance.
- (b) Illness arising due to pregnancy during employment and prior to the maternity leave of absence may be charged to normal sick leave credits.
- (c) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, ninety-five percent (95%) of salary during the two-week waiting period for EI maternity benefits, and the difference between ninety-five percent (95%) of salary and the EI maternity benefits for the remaining fifteen (15) weeks. The maximum period of paid benefits is seventeen (17) weeks.
- (d) The Employer shall grant any qualified employee, under a Supplementary Employment Benefit Plan, ninety-five percent (95%) of salary during the two-week waiting period for EI parental benefits, and the difference between ninety-five percent (95%) of salary and the EI parental benefits for eight (8) weeks. If no waiting period is served, the Employer shall grant the difference between ninety-five percent (95%) of salary and EI parental benefits for a full ten (10) week period. The Employer shall grant the difference between seventy percent (70%) and EI parental benefits for the remaining twenty-five (25) weeks. The maximum period of paid benefits is thirty-five (35) weeks.
- (e) Employer agrees to continue contributions to all benefit plans during the fifty-two (52) week period.
- (f) An employee on maternity leave shall notify the Employer at least thirty (30) calendar days prior to the expiration of maternity leave of the date when she shall return to work. Except where 31.4 (Bridging of Service) applies, if the employee does not return to work within eighteen (18) months of the commencement of the maternity leave, she shall automatically be dropped from the seniority list.
- (g) An employee who returns to work from maternity leave shall retain service credits and seniority rights accumulated prior to the leave period and shall be credited with seniority for the period of time covered by the leave.

- (h) Upon return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and pay.
- (i) Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the B.C. Employment Standards Act.

### **31.2 Adoption Leave**

Upon application to adopt, an employee shall give the Employer notice of his/her intention to adopt. When the adoption date is known, an employee who has completed probation shall be granted leave without pay for up to twelve (12) months.

- (a) An employee requesting adoption leave may be required to furnish proof of adoption.
- (b) An employee on adoption leave shall notify the Employer at least thirty (30) calendar days before the expiration of such leave of the date when he/she will be returning to work. Except where Clause 33.4 (Bridging of Service) applies, if the employee does not return to work within one (1) year of the commencement of the leave, he/she shall automatically be dropped from the seniority list.
- (c) An employee who returns to work from adoption leave shall retain service credits and seniority rights accumulated prior to the leave period.
- (d) Upon return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and pay.
- (e) An employee who has not completed probation shall be entitled to seventeen (17) weeks of leave as provided for under the Employment Insurance Act.

### **31.3 Paternity Leave**

Leave with full salary and benefits of up to ten (10) days shall be granted from special leave credits to a male employee on the occasion of the birth of his child.

- (a) Upon written request at least thirty (30) calendar days prior to the anticipated date of departure, an employee who has completed probation shall be granted up to twelve (12) months unpaid leave following the birth of his child.
- (b) An employee on paternity leave shall notify the Employer at least thirty (30) calendar days before the expiration of such leave of the date when he will be returning to work. Except where Article 33.4 (Bridging of Service) applies, if the employee does not return to work within one (1) year of the commencement of the leave, he shall automatically be dropped from the seniority list.
- (c) An employee who returns to work from paternity leave shall retain service credits and seniority rights accumulated prior to the leave period.
- (d) Upon return from paternity leave, an employee shall be placed in his former position or in a position of equal rank and pay.

### **31.4 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;

- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;

the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 32 - EDUCATIONAL LEAVE**

### **32.1 Role of the Union Management Committee**

- (a) Where the Employer requires an employee to attend courses, as per Article 32.2 the Joint Union Management Committee shall receive process and coordinate any such requests. In addition, the Committee shall:

Maintain a list of job related training courses, and a list of courses related to professional development. These could include University or Community College extension credit or non-credit courses, adult education classes distance education, training or certification programs conducted by professional or trade organizations, seminars workshops or conferences.

- (b) Where an employee accesses training under Article 32.6 the Committee shall receive, process and coordinate any requests for training under Article 32.6. The Committee shall not have veto power over any such requests, except where the employee has exceeded their annual amount allowed under Article 32.6(c).

### **32.2 When Employer Pays for Courses**

When the Employer requires employees to attend courses, seminars, or conferences, the Employer shall bear the costs associated with attendance. The costs shall include tuition and/or registration fees, costs of books or other educational materials required, and also where required, travel costs and child care costs. Required attendance shall be considered part of the normal work responsibilities of the employee. When this involves time outside regular office hours, the provisions of Article 17 shall apply.

### **32.3 Part-Time Education Leave Without Pay**

Employees shall be granted leave without pay for up to the equivalent of one day per week as education leave upon approval of the employer. No more than one (1) employee from each department shall be granted leave at one time, except by mutual agreement. Seniority shall prevail.

### **32.4 Full-Time Education Leave Without Pay**

Employees, with at least five (5) years seniority shall have the right to take up to one (1) year unpaid educational leave, with possible further extensions at mutual agreement, and shall have the right to return to their former positions or positions of equal rank and pay. No more than one employee from each department shall be granted leave at one time, except by mutual agreement. Seniority shall prevail.

### **32.5 Employee Benefits May Continue During Leave**

During the period of any unpaid educational leave, subject to arrangements with Financial Services Branch, Ministry of Government Services, and the Superannuation Commission, employee benefits may be continued by agreement between the employee and Financial Services.

**32.6 Training , Skills and Education Upgrading Supported**

- (a) The Employer agrees to provide an annual training budget of not less than \$500.00 per regular employee per year. The budget is for employees training and education programs at the request of the employee.
- (b) Request for training and/or education shall be submitted to the JUMC in writing. Any such requests shall include the university, or community college, extension credit or non-credit course, or adult education class where the training is to take place.
- (c) Within thirty (30) days of receiving request and confirmation of registration, the Employer shall reimburse the employee fifty percent (50%) of the tuition and costs (as defined in Article 32.2). An employee may attend more than one course per year but can not exceed the maximum of \$500.00 per year.
- (d) Upon confirmation of the course being completed the Employer shall reimburse the employee their fifty percent (50%) of the tuition and costs paid under Article 32.6.

**ARTICLE 33 - OTHER LEAVE WITHOUT PAY****33.1 Leave for Election, Union and Elected Office**

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years.

**33.2 Other Leave Up to One Year**

Extended leave for reasons other than those covered in 31.1 or Articles 32 or 33 shall be granted by mutual agreement. Such leave without pay may be granted for up to one (1) year. Upon return to work, the employee shall have the right to return to his/her former position or a position of equal rank and pay.

**33.3 Unpaid Leave of Less than Five Days**

Leave without pay of five (5) days or less may be granted at the discretion of the employee's immediate supervisor.

**33.4 Other Leave Without Pay**

Subject to the agreement of the Employer and employee, employees may take unpaid leave to work an election campaign, during which period seniority, employee benefits and vacation accrual will be maintained.

**SIGNED ON BEHALF OF  
THE UNION:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Shirley-Anne Williams  
Bargaining Committee

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Joy MacPhail  
Leader of the BC New Democrats  
MLA for Vancouver - Hastings

\_\_\_\_\_  
Jenny Kwan  
MLA for Vancouver-Mount Pleasant

\_\_\_\_\_  
Clay Suddaby, Executive Director  
NDP Opposition Caucus

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002

**APPENDIX 1  
ARBITRATORS LIST****Group One**

Bruce Greyell  
Nancy Morrison, QC  
Allan Hope, QC  
Steven Kelleher  
Don Munroe, QC  
Vince Ready  
Mark Thompson  
Nick Glass  
Catherine Bruce  
David McPhillips  
Heather Laing

**Group Two**

Glen Sigurdson  
John Kinzie  
Emily Burke  
Judi Korbin  
Stan Lanyon  
Colin Taylor  
Rod Germaine  
Rory McDonald  
Karen Nordlinger, QC  
John McConchie  
Marguerite Jackson

This is a list of arbitrators that will hear all disputes of an arbitral nature.

**LETTER OF UNDERSTANDING 1  
RELOCATION**

It is understood by the Parties that employees shall not be required to relocate from one geographic location to another.

**LETTER OF UNDERSTANDING 2  
LEGISLATIVE ASSISTANT ASSIGNMENTS**

Management recognized the interdependencies of Legislative Assistants (LA)/Member of Legislative Assembly (MLA) assignments and MLA workload requirements and expectations, including extra responsibilities within caucus and government.

LA assignments will be discussed between the individuals involved before implementation. Every attempt will be made to arrive at LA assignments which are agreeable to all Parties involved.

**MEMORANDUM OF UNDERSTANDING 1  
ANNUAL PERFORMANCE REVIEWS**

Where the Employer intends to implement annual performance appraisals, the process to be used shall be discussed and agreed upon between the Parties by the Joint Union Management Committee.

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given a minimum of twenty-four (24) hours to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of his/her appraisal.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Joy MacPhail  
Leader of the BC New Democrats  
MLA for Vancouver - Hastings

\_\_\_\_\_  
Shirley-Anne Williams  
Bargaining Committee

\_\_\_\_\_  
Jenny Kwan  
MLA for Vancouver-Mount Pleasant

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

\_\_\_\_\_  
Clay Suddaby, Executive Director  
NDP Opposition Caucus

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002