

**COLLECTIVE AGREEMENT**

**between the**

**B.C. NDP CAUCUS  
(Constituency Assistants)  
(representing Members of the Legislative Assembly)**

**and the**

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

**Effective from November 15, 2003 to November 15, 2005**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties. The Parties to this Agreement share a desire to work cooperatively to assist constituents and enhance the effectiveness of incumbent Members of the Legislative Assembly of British Columbia. It is agreed that all Parties covered by this Collective Agreement are bound by the terms and conditions contained therein.

### 1.2 Bargaining Unit Defined

The bargaining unit shall be comprised of all persons employed by the B.C. NDP Members of the Legislative Assembly. New positions falling within the scope of this Agreement shall be included in the bargaining unit.

### 1.3 Bargaining Unit Recognition

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

### 1.4 Employer's Bargaining Agent

Members of the B.C. NDP Caucus agree to appoint a Bargaining Committee to act as bargaining agent on behalf of all NDP Members of the Legislative Assembly of British Columbia.

### 1.5 Representation

(a) No employee(s) shall undertake to represent the Union at any meeting without the proper authorization of the Union. To implement this Article, the Union shall supply each other with the names of their respective representatives. MLAs who are members of the Joint Labour-Management Committee are authorized to represent the Employer(s) in all business transacted between the Union and the Employer(s).

(b) No employees covered by this Agreement shall be required or permitted to make a written or oral agreement which may conflict with the terms of this Agreement.

### 1.6 Correspondence

Where a Party to this Agreement corresponds with a member of the bargaining unit concerning the application or interpretation of this Agreement, a copy will be forwarded to each member of the Joint Labour-Management Committee.

### 1.7 Singular/Plural

In this Agreement when the singular is used, it shall be deemed to include the plural as required.

### 1.8 Sexual Harassment

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

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### **1.9 Personal Harassment**

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

(c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

### **1.10 Harassment Complaint Procedures**

In the case of a complaint of either personal or sexual harassment, the following shall apply:

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

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

- (1) name title;
- (2) description of the action(s) conduct events or circumstances involved in the complaint;
- (3) the specific remedy sought to satisfy the complaint;
- (4) date(s) of incidents;
- (5) name(s) of witnesses;
- (6) prior attempts to resolve.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

(c) The Employer's designate shall investigate the complaint and shall submit her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union staff representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.

(d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.

(g) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this clause.

(h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

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

(i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

(j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(k) This clause does not preclude an employee from filing a complaint under Section 13 of the B.C. Human Rights Code. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

(l) Complaints under this Article shall be treated in strict confidence by all Parties involved.

**1.11 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 - NO DISCRIMINATION**

- (a) The Employers agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect any employee by reason of age, race, creed, national origin, religious affiliation, sex, marital status, sexual orientation, physical disability or by membership activity in the Union.
- (b) There shall be equal pay for work of equal value.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- (a) The Union recognizes that it is the right of an Employer to exercise the regular and customary functions of management and to direct employees in a fair and reasonable manner.
- (b) Employers agree to exercise these rights in a manner consistent with the terms of this Agreement.
- (c) Employees will not be required to perform personal duties unrelated to the job description of the position.
- (d) Employees shall have all the rights of self expression and participation within all political processes provided they fulfil the functions of their position consistent with their responsibilities as confidential employees as set out in Appendix 1 of this Agreement.

**ARTICLE 4 - UNION SECURITY**

**4.1 Union Security**

It is a condition of employment for all present employees to be members of the Union and for new employees to become members of the Union within thirty (30) days of hire. Union membership will be effective as of the first working day following date of hire.

**4.2 Dues and Assessments**

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union and any assessment levied in accordance with the Union Constitution and/or Bylaws owing by the employee.
- (b) Such money shall be remitted to the Union along with a list of the names and addresses of those employees from whose wages such deductions were made, to the Union's President no later than the fifteenth (15th) day of the subsequent month.
- (c) Each employee will be supplied without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year prior to March 1st of any year.



## ARTICLE 5 - EMPLOYER/UNION RELATIONS

### 5.1 Employer-Union Relations

- (a) A Union steward or elected representative shall be given paid leave to attend to Union duties as follows:
- (1) to attend joint Employer/Union meetings as required;
  - (2) to represent an employee in a grievance procedure;
  - (3) to appear as a witness in a grievance or appeal proceeding at the request of the Union.
- (b) Leave with pay will be granted for up to three (3) employees, to attend bargaining committee meetings and negotiations with the Employer.
- (c) Unpaid leave with no loss of seniority shall not be unreasonably withheld when requested for Union business. Whenever possible, the Union shall provide the Employer with at least five (5) days notice of such leave.

### 5.2 Joint Labour-Management Committee

- (a) Both Parties agree that a Joint Labour-Management Committee will be established comprised of three (3) persons appointed by the Union and three (3) persons appointed by the Employer.
- (b) Both Parties recognize the need for cooperation and communication in the pursuit of their common goals. To this end, the Parties agree to discuss changes concerning work operations and reporting lines.
- (c) Where a Party to this Agreement requests a Joint Labour-Management meeting, the Parties will meet within thirty (30) days.
- (d) The Joint Labour-Management Committee will be co-chaired by a representative of each Party. The purpose of the meetings shall be to exchange information, to review administrative matters arising from the Agreement and to assist in dispute resolution.

### 5.3 Union Meetings

Members of the bargaining unit may attend, without loss of seniority or pay, two (2) Union meetings annually to be scheduled during regular office hours by mutual agreement between the Parties as to the time and duration.

## ARTICLE 6 - UNION RECOGNITION AND RIGHTS

### 6.1 No Strike or Lockout

The Parties agree there will be no strike or lockout during the term of this Agreement.

### 6.2 Picket Lines and Boycotts

Employees shall have the right to refuse to cross a picket line arising out of a labour dispute. Any employee failing to report for duty shall be considered on unpaid leave and will not be subject to disciplinary action.

An employee who participates in any political action called for by the B.C. Federation of Labour or who refuses to handle a product declared "hot" will not be subject to disciplinary action.

## ARTICLE 7 - GRIEVANCES

### 7.1 Grievance Defined

The Parties agree that disputes arising from:

- (a) the interpretation, application, operation or any alleged violation of this Agreement, including a question as to whether a matter is arbitrable; or
- (b) the discipline, suspension or dismissal of an employee in the bargaining unit; or
- (c) an act by the Employer alleged to be unfair or arbitrary,

shall be resolved in accordance with the following procedures.

### 7.2 Progressive Discipline

Where an employee may be subject to disciplinary action the progressive discipline model outlined in Appendix 2 will be adhered to.

### 7.3 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute verbally at an informal meeting between the grievor, Union Representative and immediate supervisor. Failing satisfactory resolve within fourteen (14) days of such a meeting, the matter may be filed at Step 2.

### 7.4 Step 2

A Union Representative may present a written grievance at Step 2 on behalf of an employee to the Employer's designate within fourteen (14) days of the Step 1 meeting. The Employer's designate will respond in writing to the Union's designate within fourteen (14) days of receipt of the grievance form.

### 7.5 Notice of Arbitration

Failing satisfactory resolution of the matter, the Union may submit the grievance to arbitration within thirty (30) days of the Step 2 response or the date it was due by notice of the Union's intent to arbitrate.

### 7.6 Pre-arbitration Meeting

The Joint Labour-Management Committee shall meet within fifteen (15) working days of the receipt of the Union's notice to arbitrate. The Committee will attempt to resolve the grievance or alternatively agree upon the facts respecting the matter and choose an Arbitrator from the following list to hear the matter:

Catherine Bruce	Nick Glass, QC	Karen Nordlinger, QC
Emily Burke	Bruce Greyell	Mark Thompson
Rod Germaine	Marguerite Jackson, QC	Heather Laing
Stan Lanyon	John McConchie	Rory McDonald
David McPhillips	Colin Taylor, QC	
Glen Sigurdson, QC		

### 7.7 Policy Grievance

Where a policy grievance arises, the matter shall be first discussed at a Joint Labour-Management Committee meeting and if unresolved may be filed at arbitration by either Party within thirty (30) days of the meeting.

**7.8 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the Parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to alter a provision of this Agreement. An Arbitrator shall render a written decision to the Parties within thirty (30) calendar days of the date the arbitration hearing is concluded.

**7.9 Costs**

The Parties to this Agreement shall jointly bear the cost of the Arbitrator.

**7.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, 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, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

**ARTICLE 8 - JOB VACANCY**

**8.1 Job Posting**

Where a job vacancy occurs, an Employer may contact the designated Union Representative for names of persons who have indicated they may be available for hire.

**8.2 Probationary Period**

New employees will serve a probationary period of sixty (60) working days during which time the Employer may assess suitability for continued employment. The probationary period may be extended for bona fide reasons for up to sixty (60) working days.

**8.3 Vacancies**

When a vacancy occurs, the Employer will inform the bargaining unit members at the earliest possible date of a vacancy. The intent is to give existing bargaining unit members the opportunity to apply for and fairly compete for a vacant position.

Vacancies will be filled as soon as practicable.

**ARTICLE 9 - SENIORITY**

Seniority is defined as the length of an employee's accumulated service with the Employer(s). Seniority may be lost in the event that an employee voluntarily resigns a position, is on layoff for more than two (2) years or is terminated for just cause. Notwithstanding the above, an employee who resigns a position to raise a dependent child and is re-employed into a vacancy by the Employer within six (6) years, shall have seniority reinstated upon re-employment.

If an employee is hired into other government service and is rehired as a constituency assistant within two (2) years, then seniority shall be reinstated.

## ARTICLE 10 - TRAINING

(a) The Employer will create a training fund through the Joint Union Management Training Committee and will meet twice a year.

The purpose of the Training Committee will be to identify training needs across caucus, provide training and administer training funds.

(b) Employee(s) will be encouraged to attend seminars, workshops and conferences in order to improve job related knowledge and skills.

(c) An employee may use up to five (5) days paid leave to attend mutually agreed upon courses which will be paid for by the Employer.

(d) Where the Employer requires an employee to attend a workshop or seminar, that employee shall be deemed to be on duty and such time will not be deducted from leave allotment under this provision.

## ARTICLE 11 - EMPLOYEE RECORDS

### 11.1 Employee Records

An employee shall have reasonable access to his/her personnel file and may authorize a Union Representative to have such access.

### 11.2 Personnel File Entries

An employee will be given a copy of any document placed on a personnel file which may be the basis of disciplinary action. Upon request any such document shall be removed from an employee's file after the expiration of nine (9) months from the date it was issued, provided there has not been a further infraction of a similar nature.

### 11.3 Right to Steward

An employee shall be advised in advance of any meeting with the Employer which may be the basis of a reprisal or disciplinary nature in order that Union representation may be arranged.

## ARTICLE 12 - LAYOFF AND RECALL

(a) The Employer will give a minimum of one (1) month's notice of layoff for employees with one (1) and two (2) years completed employment; for three (3) and four (4) years completed employment, two (2) month's notice; for five (5) years or greater, three (3) month's notice; or pay in lieu of wages and benefits.

(b) In the event of an election or electoral recall of the MLA, (a) will not apply and one (1) month's notice will be deemed to have been served at the drop of the writ.

(c) Employees will immediately be recalled to work when the MLA is re-elected.

(d) Employees will be recalled to work upon layoff in order of seniority within the two (2) year period noted in Article 9.

## ARTICLE 13 - PAID HOLIDAYS

### 13.1 Paid Holidays

The following have been designated as paid holidays:

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	

(a) 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.

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. 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.

### 13.2 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular full-time or part-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu, scheduled to be in agreement with Employer.

### 13.3 Holidays Falling on Saturday or Sunday

(a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

(b) Where there is a work dependency between employees covered by this Agreement and private sector employees, the Parties may, by mutual agreement, amend (a) above.

### 13.4 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

### 13.5 Holiday Coinciding with a Day of Vacation

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

### 13.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 work days preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

**ARTICLE 14 - ANNUAL VACATIONS**

(a) Employees will be granted paid annual vacations as follows:

<i>Vacation Years</i>	<i>Work Days</i>
First to third .....	20
Fourth.....	21
Fifth.....	22
Sixth.....	23
Seventh.....	24
Eighth.....	25
Ninth .....	26
Tenth .....	27
Eleventh .....	28
Twelfth.....	30
Thirteenth to Fifteenth .....	30
Sixteenth to Eighteenth .....	31
Nineteenth.....	32
Twentieth .....	34
Twenty-first .....	35
Twenty-second.....	36
Twenty-third to twenty-fourth .....	37
Twenty-fifth and thereafter .....	38

(b) Employees shall have the option of taking up to ten (10) days additional vacation in each calendar year, without pay, in daily increments provided that reasonable notice is given to the MLA.

(c) Vacations for part-time, employees will be prorated based on their weekly hours.

**ARTICLE 15 - HOURS OF WORK**

**15.1 Hours of Work**

(a) Except as herein provided, the annual hours of work for a full-time constituency assistant will be 1827 hours. If a position is job shared and/or where the Employer has established more than one (1) office, except as herein provided, the total combined annual employee hours will not be less than 1827 hours.

(b) Where a position is job shared, or where the required hours of work are less than 1827 as defined in (a) above, the hours of work and salary will be prorated. Paid holidays and annual vacations will also be prorated.

(c) Prior to any proposal which results in the reduction of the annual hours of work as defined in (a) above, the matter will be referred to the Joint Labour-Management Committee for review.

(d) Hours of work for full-time and part-time Constituency Assistants will be scheduled at the local level within the following parameters:

- (1) (i) an MLA shall not require or permit an employee to work more than eight (8) hours in a day or forty (40) hours in a week unless the MLA complies with (ii) and (iii) below;

(ii) an MLA will pay to an employee who works more than the number of hours specified in (i) above at the rate of;

- one and one-half times (1½x) his/her regular wage for all hours worked in excess of eight (8) hours in a day, and forty (40) hours in a week, but excluding from the calculation hours worked in excess of eight (8) hours in a day, and
- double his/her regular wage for all hours worked in excess of eleven (11) hours in a day, and forty-eight (48) hours in a week, but excluding from the calculation hours worked in excess of eight (8) hours in a day;

(iii) employees shall have the right to refuse overtime;

(iv) overtime must be approved by the Employer or his/her designate.

(v) at the employee's option overtime may be taken in time off calculated at the applicable rate provided that reasonable notice is given to the MLA.

(2) Work schedules for part-time employees will be established within the parameters of (b) above;

(e) Work schedules will be mutually agreed upon between the employee and the MLA or his/her designate at the local level. If agreement can not be reached at the local level, the matter shall be referred to the Joint Labour Management Committee for resolution.

## 15.2 Flextime

For the purpose of this Agreement, flextime means the hours of work 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 hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

## ARTICLE 16 - SPECIAL LEAVE

### 16.1 Special Leave

(a) Special leaves for personal needs may be taken in consultation with the MLA.

(b) Leaves taken under this Article will be considered as hours worked for the purpose of annual hours defined in Article 15.

(c) Full-time or part-time (prorated) regular employees shall accumulate special leave credits with pay at the rate of one-half day (3.5 hours) every four (4) weeks. Probationary employees shall earn such credits, but will be ineligible to use them, until after successful completion of the probationary period. Special leave credits may be used by the employees, in consultation with the MLA, for special leave purposes. These purposes are defined by the employee, but may include family matters (births,

marriages, funerals, illness, domestic emergencies, etc.) medical and dental matters, moving, etc. Special leave credits shall be utilized in the calendar year in which they are earned.

Such credits shall be used in minimum daily increments, or used in one block of total time at any time during the year by mutual agreement and such agreement cannot be unreasonably withheld.

## **16.2 Unpaid Leaves**

(a) The Employer shall grant, upon written request, leave of absence without pay for employees requiring leave for candidacy for municipal, provincial or federal elections or employees elected to a Union position for up to five (5) years.

(b) The Employer may grant upon request, by mutual agreement, a leave of absence without pay to employees requesting personal leave for up to one (1) year. The employee shall be responsible for maintaining the cost of health benefits. The employees seniority and vacation entitlements shall be retained but not increased during the leave.

## **16.3 Supplementary Unemployment Benefit Plan**

The Employer shall grant any qualified employee applying for Maternity Leave, Parental Leave, or Adoption Leave, under a Supplementary Unemployment Benefit Plan, ninety-five percent (95%) of salary during the two-week period for Unemployment Insurance Commission (UIC) benefits, and the difference between ninety-five percent (95%) of salary for the remaining twelve (12) weeks of benefits. The maximum period of benefits is fourteen (14) weeks.

Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the B.C. Employment Standards Act.

## **16.4 Maternity Leave**

A pregnant employee shall qualify for maternity leave benefits upon completion of the probationary period. Maternity 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 agrees to continue to make contributions to all benefit plans during the fourteen (14) week period.

(d) 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 16.8 (Bridging of Service) applies, if the employee does not return to work within one (1) year of the commencement of the maternity leave, she shall automatically be dropped from the seniority list.

(e) 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.

(f) Upon return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and pay.



### **16.5 Parental Leave**

Parental Leave for either parent shall be in accordance with the Employment Insurance Act and Regulations pertaining thereto.

The maximum leave period of benefits is thirty-five (35) weeks. The Employer agrees to continue contributions to all benefit plans during the first fourteen (14) week period of the 35 week allowable.

### **16.6 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. The Employer agrees to continue contributions to the Benefit Plan for fourteen weeks.

- (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 16.8 (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.

An employee who has not completed probation shall be entitled to seventeen (17) weeks of leave as provided for under the Employment Insurance Act.

### **16.7 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 16.8 (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.

Upon return from paternity leave, an employee shall be placed in his former position or in a position of equal rank and pay.

### 16.8 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 17 - EXPENSES

### 17.1 Travel Expenses

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

- (a) forty-four cents (44¢) effective November 1, 2003, per kilometre for use of employee's personal vehicle.
- (b) lodging which is mutually agreeable to the MLA and the employee;
- (c) air fare and other travel costs;
- (d) meal allowances as follows:

Meal Allowance	November 1, 2003
Breakfast	\$10.00
Lunch	11.75
Dinner	20.75

- (e) receipted child care costs.

### 17.2 Meal or Miscellaneous Expenses

Where a meal or miscellaneous expense is incurred while acting on behalf of the Employer, reimbursement will be made for receipted expenses.

### 17.3 Parking Expenses

Where the Employer requires the employee to use his/her personal vehicle, parking costs will be reimbursed.

### 17.4 Office Cleaning

Employees shall not be required to provide office cleaning.

**ARTICLE 18 - HEALTH AND WELFARE PROVISIONS**

- (a) The Employer will provide mutually acceptable health and welfare benefits as follows:
- Employee Assistance Plan
  - basic medical
  - extended health
  - dental
  - life insurance and accidental dismemberment
  - air travel insurance
  - weekly indemnity
  - long-term disability insurance

The Employer will pay one hundred percent (100%) of the premium in accordance with the plans.

- (b) Employees will be given a copy of the Group Benefits Policy Document.
- (c) A copy of the master contract with carriers will be sent to the Union.
- (d) Upon return from weekly indemnity or long term disability an employee will be returned to his or her former position.
- (e) Regular part-time employees, who work a minimum of seventeen and one-half (17.5) hours per week will be entitled to benefits on a prorated basis.

**ARTICLE 19 - SICK LEAVE**

Employees will qualify for sick leave benefits at basic pay until such time as an employee is eligible to receive weekly indemnity under the plan noted in 18.1(a) to a maximum of twelve (12) days per year.

**ARTICLE 20 - PENSION PLAN**

- (a) Employees will be eligible for participation in the Pension (Public Service) Superannuation Plan as agreed at the Joint Labour-Management Committee.
- (b) A regular part-time Constituency Assistant may apply to participate in the Superannuation Plan.

**ARTICLE 21 - RATES OF PAY**

Employees will be paid as follows:

Level	Eff. Nov. 16/2000 (Hourly Rate)	Eff. Jan. 1/2002 (Hourly Rate)
Step 1	\$18.01	\$18.91
Step 2	\$19.12	\$20.08
Step 3	\$20.49	\$21.52
<p><i>Step 1 of the rates of pay will apply to first six (6) months of employment; Step 2 begins after six (6) months; Step 3 for the third year.</i></p>		

**ARTICLE 22 - JOB DESCRIPTIONS**

Job descriptions will be mutually agreed by the Parties and set out at Appendix 1 to this Agreement.

**ARTICLE 23 - INDEMNITY**

The Employer shall indemnify employees and save harmless from any claim, action or judgement for any act done honestly in good faith and without gross negligence within the scope of their authority while performing their duties pursuant to this Agreement.

**ARTICLE 24 - CONTRACTING OUT**

No bargaining unit work shall be contracted out that results in the layoff or reduction in hours, or a long term vacancy, for employees covered by this Agreement.

The Employer agrees not to contract out any work presently performed by employees covered by this agreement where it would be reasonable to assume a member of the bargaining unit could do the work that results in the layoff or reduction in hours or a long term vacancy for employees covered by this Agreement.

Prior to any contractual arrangement, the Employer will notify the Union of the specifics and the reason why the work can not be done within the bargaining unit.

**ARTICLE 25 - HEALTH AND SAFETY**

The Labour-Management Committee will review unresolved health and safety issues referred from individual worksites.

**ARTICLE 26 - SEVERANCE**

Employees will be entitled to written notice of termination as follows:

- (a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

The period of notice shall not coincide with the employee's annual vacation.

If the Employer terminates an employee and fails to comply with the proper notice the Employer shall pay the employee severance pay equal to the period of notice required.

ARTICLE 27 - TERM OF AGREEMENT

27.1 Duration

This Agreement will expire on November 15, 2005 at midnight.

27.2 Agreement to Continue in Force

This Agreement will remain in effect after the expiry date and until such time as a new Agreement is signed unless mutually agreed otherwise by the Parties.

27.3 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after August 15, 2005 but in any event not later than midnight, August 31, 2005.
- (b) Where no notice is given by either Party prior to August 31, 2005, both Parties shall be deemed to have given notice under this Clause on August 31, 2005, and thereupon Clause 27.4 applies.

27.4 Commencement of Bargaining

- (a) Where a Party to this Agreement has given notice under Clause 27.3, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.
- (b) In the event a federal general election or a provincial general election is in progress at the time notice pursuant to Article 27.3 is given or if such election is called during collective bargaining, then collective bargaining shall be suspended for not less than thirty (30) 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.

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

Cate Jones, Bargaining Committee

Jenny Kwan, MLA for Vancouver - Mount Pleasant

Stuart Alcock, Bargaining Committee

Clay Suddaby, Executive Director  
NDP Opposition Caucus

Cheryl Jones, BCGEU Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

## APPENDIX 1

## JOB DESCRIPTIONS - CONSTITUENCY ASSISTANT

A Constituency Assistant is a confidential employee responsible for the administration of the Constituency Office(s) of a Member of the Legislative Assembly.

Under the general supervision of the MLA, the duties may include:

1. *Assistance and Advocacy for Constituents*

Constituency Assistants will be responsible for developing and maintaining a working relationship with Ministry Offices and administrative bodies in order to provide constituents with information and assistance in resolving questions and problems. Where necessary this may include areas of federal jurisdiction.

Constituency Assistants will have a comprehensive knowledge of community resources to whom constituents can be referred for further assistance.

2. *Community Outreach and Liaison*

Constituency Assistants may be required to monitor local government and community activities to keep the Member informed on local issues. She/he may be requested to represent the MLA at public and community functions.

The Constituency Assistant shall advise and assist the MLA in enhancing his/her role and presence in the constituency.

3. *Information and Public Relations*

The Constituency Assistant may be required to provide constituents and community bodies with information and clarification of government legislation and policies. NDP positions as outlined in caucus speeches, press releases, Bills and Resolutions, may be made available upon request.

Constituency Assistants may also facilitate their Member's access to local press through monitoring and advising the MLA about local issues.

Constituency Assistants may be responsible for the preparation of advertising householders and mailings by the MLA.

4. *Administration and Organizational Tasks*

Constituency Assistants are responsible for the management of the Constituency Office(s) under the general supervision of the MLA.

Tasks may include correspondence, bookkeeping, computer record management and a familiarity with office equipment such as word processing equipment, facsimile, postage meter and duplicating equipment.

Constituency Assistants may have responsibility for volunteer recruitment and training as well as project organization. She/he may be requested by the MLA to participate in supervision and evaluation of students working in practicum programs based in Constituency Office(s).

Constituency Assistants may be responsible for other duties as assigned by the MLA.

**Qualifications:**

Constituency Assistants will have a good knowledge of the structure and policies of the New Democratic Party and a fundamental knowledge of the role of the three (3) levels of government. Knowledge of the communities in the constituency is an asset.

Constituency Assistants will have excellent interpersonal and communication skills. She/he will be able to work independently and with flexibility.

A demonstrated ability to develop and maintain effective information and advocacy strategies and to exercise diplomacy and political judgement is an integral part of this position.

Constituency Assistants must have the ability to administer the various aspects of a community office. Specific skills in computers, word processing, bookkeeping and clerical functions may be required.

**Justice and Dignity**

- (a) A suspension or dismissal grievance shall be filed at arbitration within seven (7) days of the employee receiving notice of dismissal or suspension.
- (b) If an employee's grievance is upheld by an arbitrator any lost wages, benefits and seniority will be re-instated within five (5) days of an arbitrator's decision.
- (c) The Parties agrees that behaviour that is:
  - (i) wilful, and
  - (ii) detrimental, and
  - (iii) political

shall be just cause for dismissal.

## APPENDIX 2

## PROGRESSIVE DISCIPLINE MODEL

Pursuant to Article 7 of this Agreement, the following are guidelines respecting progressive discipline:

- (a) An employee is entitled to clear instructions concerning work requirements.
- (b) If work is unsatisfactory, the matter should be discussed to determine whether instructions are misunderstood or if the problem is beyond the control of the employee.
- (c) If work continues to be unsatisfactory, the employee should be advised as to what improvement is needed.
- (d) If unacceptable work is determined to be the employee's fault, it demands a formal meeting. Article 11.3 requires ample notice to arrange Union representation. The employee will be advised of the specific problem, remedy and granted reasonable compliance time.
- (e) If work remains problematic at the end of the compliance time, the Employer should write the employee about the issue and copy the Union Representative. Improvement expectations must be explicit and a warning of further disciplinary action if written instructions are ignored.
- (f) If the problem persists, further disciplinary action, dependent on the infraction may be warranted. Further discipline should be progressive giving an employee an opportunity to "*rehabilitate*" as necessary and might include suspension and ultimately discharge.

A determination as to whether there is 'just cause' for discipline may be an issue. Serious infractions may begin at the suspension stage or even be in themselves grounds for discharge. Discharge is seen as the "*capital punishment*" of labour relations and is usually only contemplated if an employee is unable to be "*rehabilitated*".

An employee may grieve any disciplinary action taken by the Employer on the basis that it is unjust as noted in Article 7.1. In this case the grievance procedure outlined in Article 7 will be followed. Copies of correspondence and substantiating information should be immediately provided to the Union Representative.

If an Employer determines that a suspension or discharge is warranted, an employee should be so advised in writing in the presence of a Union Representative. (*See Article 7.10*)



### APPENDIX 3

#### WORKERS WORKING IN ISOLATION

General conditions regarding the matter of employment where workers may be required to perform work for or on behalf of the Employer, in isolation, remote areas and/or when working alone.

**Scope:**

Where workers are assigned to perform work for or on behalf of the Employer under conditions which may present potential for causing injury or other misfortunes, and where workers may not have immediate access to assistance, the Employer will make every effort to ensure the well-being of the workers.

**Risk Assessment:**

Each work situation must be assessed by the worker and the Employer. Such an assessment will determine the type of work, location and circumstances where work will take place and the potential for injury.

**Risk Control:**

Specific work procedures and work arrangements shall be established to lessen or eliminate risks identified by the assessment. Where elimination of the risks is not possible, the Employer will make every effort to ensure control of the risks will be undertaken.

**Requirements:**

Where a potential for injury is identified the Employer shall:

1. ensure that the workers are made aware of the potential risks;
2. implement a control process and/or procedures;
3. ensure that the workers are made aware of the control process and/or procedures;
4. provide the workers the necessary training to initiate the control process and/or procedures.

**Follow-up:**

The Labour-Management Committee shall periodically review the control process and/or procedures to ensure their effectiveness.

**This Review Shall:**

1. include work organization, work environment, work process and workplace design;
2. consider technological advances; and
3. ensure the awareness of the availability of the control process and/or procedures.

**LETTER OF UNDERSTANDING #1****RELIEF/SPECIAL PROJECT****Special Project/Relief Employees**

(a) Relief employees are hired in order to cover absences due to sick leave, vacation, special leave, or to augment staff during peak periods where regular employees are in need of additional assistance during peak periods. Relief employees may be “on call” or are hired for a “term specific” period when the absence is known to have a start and end date. It is understood that in some cases, the end date may be open due to return of incumbent not being known. e.g.: sick leave.

(b) Special Project employees are hired to cover very specific, time limited projects, that the Employer may receive special funding for. It is understood that the Employer will consult with the Union prior to any “special project” hire.

Employees will be paid as per the Collective Agreement in the appropriate classification, and will receive all increases as stated in the agreement. Employees are entitled to access all articles in the Collective Agreement with the exception of the following:

Article 10	Training	At the Employer’s discretion
Article 12	Lay off and Recall	
Article 14	Vacation	Will receive on a pro rata based on weekly hours or duration of employment
Article 16	Unpaid Leaves	At the Employer’s discretion
Article 18	Health & Welfare	Will receive 4% in lieu of health and welfare
Article 19	Sick Leave	Will receive on a pro rate based on weekly hours or duration of employment.
Article 20	Pension Plan	
Article 26	Severance	
Article 13	Statutory Holidays	Will receive on a pro-rated basis

**LETTER OF UNDERSTANDING #2**

**SIGNING BONUS**

This Letter of Understanding is subject to ratification of the principals of the parties signatory here to and both parties agree to recommend to their respective principals, acceptance of all of the terms and conditions contained here in and in the attached document. Employees at time of ratification of this agreement will receive the following bonus:

November 15, 2003 – Date of ratification

- Full time - \$500.00
- Part time - \$250.00

November 15, 2004

- Full time - \$500.00
- Part time - \$250.00

### LETTER OF UNDERSTANDING #3

**Job Titles:**

Outreach Coordinator – Vancouver Caucus Office

Website/Correspondence Coordinator – Vancouver Caucus Office

**Job Descriptions:**

While the CA job description begins by stating that CAs work under the “general supervision of the MLA,” both Coordinator positions will be working under the supervision of the Executive Director of Caucus.

- (1) Assistance and advocacy for constituents – not applicable
- (2) Community outreach and liaison – broadened by replacing “MLA” with “Caucus” and “Local” with “Provincial”
- (3) Information and public relations – broadened by replacing “MLA” with “Caucus” and replacing “Local” with “Provincial”
- (4) Administration and organizational tasks – not applicable

**Qualifications:**

“Coordinators” will have a comprehensive knowledge of the structure and policies of the NDP and a detailed knowledge of the role of the three levels of government. Knowledge of the communities in British Columbia is necessary.

“Coordinators” will have excellent interpersonal and communication skills. The Communication Coordinator must have the skills and abilities necessary to support the work of Caucus Communications Officers and Caucus Research Officers.

“Coordinators” must have the ability to develop and maintain effective information and advocacy strategies and to exercise diplomacy and political judgement. The Outreach Coordinator must have the necessary skills, contacts and background to independently carry out such strategies.

“Coordinators” will be able to work independently and with flexibility; including the ability to work evenings/weekends as determined by the Executive Director of Caucus.

“Coordinators” must have computer skills including; word processing, e-mail, internet, database management, and desktop publishing as necessary for completion of job requirements.”

**“Website Correspondence Coordinator”** must have demonstrated excellence in website development and design.

**Qualifications:**

- Demonstrated excellence in website development and management
- Experience with word processing and other relevant computer skills
- Experience developing, maintaining and using databases
- Excellent interpersonal and communications skills
- Good knowledge of the structure and policies of the New Democratic Party and a fundamental knowledge of the role of the three levels of government
- Ability to work independently and as part of a team
- Experience with high-volume correspondence programs
- Demonstrated ability to develop and maintain effective information and advocacy strategies and to experience diplomacy and political judgement.

**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

\_\_\_\_\_  
Cate Jones, Bargaining Committee

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

\_\_\_\_\_  
Stuart Alcock, Bargaining Committee

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.