

COLLECTIVE AGREEMENT

- between -

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS
(The "Employer")

- and -

**THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, LOCAL 343**
(The "Union")

2015 - 2019 Agreement

ARTICLE 1 - Recognition.....	Page 4
ARTICLE 2 - Union Security and Seniority and Job Opportunities	Page 4
ARTICLE 3 - Union Label	Page 6
ARTICLE 4 - Rights and Privileges	Page 7
ARTICLE 5 - Joint Committees.....	Page 7
ARTICLE 6 - Minimum Standards of Employment	Page 9
ARTICLE 7 - Job Descriptions	Page 10
ARTICLE 8 - Salaries and Hours of Work	Page 11
ARTICLE 9 - Vacations and Holidays	Page 12
ARTICLE 10 - Staff Development	Page 14
ARTICLE 11 - Stress and Burnout.....	Page 14
ARTICLE 12 - Sick Leave	Page 14
ARTICLE 13 - Leaves of Absence	Page 15
ARTICLE 14 - Education Leave	Page 15
ARTICLE 15 - Jury and Witness Duty	Page 15
ARTICLE 16 - Bereavement and Illness	Page 15
ARTICLE 17 - Special Leave	Page 15
ARTICLE 18 - New Democratic Party Conventions.....	Page 16
ARTICLE 19 - Pregnancy, Maternity, Parental, Paternity & Adoption Leaves	Page 16
ARTICLE 20 - Welfare Benefits	Page 17
ARTICLE 21 - Pensions.....	Page 17
ARTICLE 22 - Leave of Absence to Work for Minister or Parliamentary Assistant	Page 17
ARTICLE 23 - Grievance & Arbitration.....	Page 18
ARTICLE 24 - Lay-off & Recall	Page 19
ARTICLE 25 - Union Education Fund	Page 19
ARTICLE 26 - Harassment Free Workplace	Page 19
ARTICLE 27 - Employment Equity.....	Page 20

ARTICLE 28 - Surveillance and Electronic Monitoring.....Page 20

ARTICLE 29 - Termination.....Page 20

APPENDIX "A" - Job DescriptionsPage 21

APPENDIX "B" - Summary of Health & Welfare BenefitsPage 22

Letter of Understanding #2Page 23

Letter of Understanding #3Page 24

Letter of Understanding #4Page 25

Structure and Administration AgreementPage 25

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole bargaining agent for all employees in ONDP Members' Constituency offices.

ARTICLE 2 - UNION SECURITY AND SENIORITY AND JOB OPPORTUNITIES

- 2.01 All employees of the Ontario New Democratic Party Caucus Members' Constituency Offices who are members of the Union on the effective date of this Agreement or who subsequently become members, shall remain members in good standing in the Union during the life of this Agreement as a condition of continued employment.

- 2.02 The Employer shall ensure there is a check-off of Union dues and other amounts chargeable by the Union, from the salaries of all employees, and this amount shall be forwarded to the Union.

- 2.03 Any person hereafter employed, who completes more than ten (10) consecutive working days, shall be required to join the Union effective the date of employment. When interviewing job applicants, the Employer shall inform them of this requirement.

2.04 Leave for Union Duties

Union stewards and committee representatives shall be allowed reasonable time off to perform duties associated with this collective agreement. This time off shall be without loss of wages, seniority or benefits.

The Employer shall cover the cost of travel for Labour-Management meetings to a maximum of \$1,000.00 per meeting. Any monies from the \$1,000.00 stated above shall be used to offset the cost of travel for the Union steward's attendance at grievance meetings.

2.05 Probationary Period

There shall be a probationary period of ninety (90) days for all new employees. Employees during their probationary period shall have all rights provided for under this Agreement unless otherwise noted. Upon completion of the probationary period, the employee shall be a permanent employee.

At least thirty (30) days prior to the completion of the probationary period, there shall be a meeting of the Member and the probationary employee to review the employee's work performance.

2.06 Seniority

- (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An updated seniority list shall be provided to the Union quarterly.

Seniority shall be accumulated on the basis of length of service with the Employer, and shall be accorded to each employee at the completion of the probationary period from the first day of employment.

- (b) When a Member resigns, retires or dies in office and the New Democratic Party continues to hold the seat in the next election, the Constituency Office staff shall continue with full seniority rights. If any such employee is not able to perform the job as required by the new Member the employee will be laid off. Prior to an

employee being laid off, the Director of Administration and Systems will canvass the possibility of transferring the employee to another Constituency Office. Candidates in the relevant ridings will be advised of this provision.

- (c) The seniority status of an employee who is laid off as a result of the resignation, retirement, defeat or death of a Member shall be retained for a period of five (5) years. Should the person be returned to a position within the five (5) year period, prior service shall be recognized and all benefits accruing to the person's total seniority shall be provided after the completion of the probationary period.
- (d) Seniority status shall continue to accumulate during the period of a leave of absence, including leaves of absence for sick leave, LTD, education leave, parental leave, Union leave (not to exceed one year), and leave under a WCB claim.
- (e) Seniority shall be considered broken when an employee voluntarily leaves the services of the Employer, or is discharged for cause. In the case of an employee who is grieving a decision of discharge, seniority will be continued unbroken unless the grievance is withdrawn and shall remain unbroken if the decision to discharge is reversed.

2.07 Job Opportunities

(a) Constituency Offices

All job vacancies, including part-time, full-time, temporary or new positions shall be posted. All Constituency Office Staff and the Union shall receive notification of the vacancy by email. All vacancies shall be posted within two (2) weeks of the position becoming vacant, unless, at a meeting of the Labour-Management Committee, an extension is mutually agreed to. Postings shall be for ten (10) working days, and shall include a brief description of the job duties, i.e., part-time, full-time, qualifications, name of the Member and location of the office. Only those employees making application during this ten (10) day period shall be considered for the job and shall be permitted to file a grievance against the final selection.

Employees absent during the period that a vacancy has been posted shall be notified by the Employer of such a vacancy provided the employee has indicated in writing to the Director of Administration and Systems that they wish to be notified in the event of a vacancy and indicating a point of contact for such notification.

Where an internal applicant does not receive the position applied for, upon written request by the employee or Union, they shall be provided in writing the reason(s) that they were not awarded the position.

When a position is posted, the following procedure shall be followed. Permanent employees shall be considered first. In filling vacancies, seniority shall be the determining factor where the employee has the ability to perform the job.

(b) Queen's Park/OPSEU Local 593 Positions

All Constituency Office employees shall receive notice of all job postings for permanent positions at Queen's Park and notice shall be distributed by facsimile mail to each constituency office at the same time that they are posted for OPSEU Local 593.

Where positions are available at Queen's Park, after the internal posting process

under the OPSEU Local 593 Collective Agreement is completed, the Employer must consider any applications from the COPE Local 343 Constituency Office Employees bargaining unit, before interviewing outside applicants. Outside applicants may only be considered at such time as it is determined that there are no qualified applicants from the COPE bargaining unit. Interviews for Constituency Office applicants shall not be delayed allowing for receipt of outside applications.

- (c) A copy of all job postings shall be sent by facsimile to all stewards, with a copy to the Union office.
- (d) Subject to the availability of funds, the Employer shall fill vacancies as soon as is reasonably possible. Where no funds are available to allow the hiring of employees to replace employees on leave of absence, the office workload will be adjusted accordingly.

2.08 Temporary Employees

Temporary employees are those employees hired to fill temporary positions of not more than eighty-nine (89) days. Temporary positions shall not be extended beyond eighty-nine (89) days, and any temporary employee kept beyond eighty-nine (89) days shall be considered a permanent employee except when the temporary employee is replacing a permanent employee on maternity/parental leave or sick leave for a period of up to six (6) months. Temporary vacancies of up to six (6) weeks need not be posted in accordance with *Article 2.07*; however, the Employer will make every effort to advise Constituency Office employees of these temporary positions prior to them being filled. The steward and the Union office will receive notification of the hiring of any temporary employee within five (5) days of the employee being hired.

2.09 No Contracting Out

No bargaining unit work shall be contracted out that results in the lay-off, reduction of regular hours, or that prevents the hiring of new permanent employees.

2.10 Volunteers/Ministry Staff/Riding Association Members

See Letter of Understanding

2.11 New Member Orientation

Not later than the completion of twenty (20) working days following the date of hire, the Employer shall provide to the Chief Steward, the name and contact information for the new employee. Within forty-five (45) days following the date of hire, the Chief Steward, or their designate, shall be provided with one (1) hour during regular working hours to meet with the new employee to provide an overview of the collective agreement, etc.

ARTICLE 3 - UNION LABEL

- 3.01 All typewritten, computer generated, copied work done in the offices of the Employer by a member of the Union shall bear the CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, Local 343 label (COPE 343) unless prohibited by the Legislative Assembly.

The employer commits to vigorously oppose any efforts to prohibit the display of cope343 logo by the Legislative Assembly.

ARTICLE 4 - RIGHTS AND PRIVILEGES

- 4.01 Any rights and privileges not covered explicitly or implicitly by the terms of this Agreement presently enjoyed by employees, or mutually agreed upon hereafter, shall remain unchanged during the life of this Agreement.
- 4.02 The Employer continues to have the right to manage the operations and direct the employees subject to the specific provisions of this Agreement.

ARTICLE 5 - JOINT COMMITTEES

- 5.01 A Committee will be set up of members of the Employer and the Union which shall meet on a regular basis. The Committee will be defined as follows:

The Committee shall be a permanent Joint Committee of the two (2) parties. The Employer shall have three (3) representatives to serve on this Committee. The Union may have up to five (5) members to serve on this Committee. Each party shall keep the other informed of its nominees to the Committee. The Committee shall meet at the request of either party, but not less than three (3) months shall lapse between meetings. The Union Representative shall have the right to attend these meetings.

No decisions of the committee shall be binding on the union as a whole or the employer without the approval of the Union and the Employer.

Minutes shall be taken at these meetings and shall be circulated for approval at the next Committee meeting. The taking of minutes shall alternate between the parties.

These proposals may be taken to the Board of Internal Economy by the Chief of Staff or designate where appropriate.

The Employer will inform the members of the Labour Management Committee when their is aware of matters scheduled for the Board of Internal Economy which will affect Constituency Office employees or the operation of Constituency Offices.

Minutes of the meetings of the Labour-Management Committee shall outline the issues discussed, shall detail any agreements reached, and shall detail any actions to be taken by each side as a result of the meeting or in preparation for the next regular meeting. The Minutes shall be signed by a representative of each party and shall be retained as a permanent record of the proceedings of the Labour-Management Committee.

5.02 Health and Safety

The Employer shall make all necessary provisions to ensure employees personal safety during working hours. Every effort shall be made to ensure that employees are not working alone in the constituency office(s). Employees shall have the right to lock the door in the event of hostile clients, or when the employee is working alone and feels unsafe. In such circumstances, the Employer has the right to maintain public access to their constituency office and staff. The Employer will provide a method of visual contact, e.g. window, peephole, etc.

A Central Health and Safety Committee made up of two (2) Members of the Caucus and two (2) members of the Union, shall be established to review from time to time health and safety standards, concerns and proposals.

A Central Health and Safety Committee made up of the members and a Constituency

Assistant in consultation with the Central Health and Safety Committee be established for each Constituency Office.

The Union may from time to time bring to the attention of Caucus any suggestion regarding health and safety and any other suggestions for improvements in conditions of work.

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

No employee shall be required to operate continuously for more than fifty (50) minutes a VDT/Monitor. Whenever two (2) periods of operation are consecutive, then at the end of fifty minutes of each period there shall be an obligatory ten (10) minute rest period before the operator resumes such operation.

Adjustments to lighting, seating and other aspects of office design and equipment related to the installation of VDT/monitors shall be subject to approval of the Central Health and Safety 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.

At the request of an employee, the Member will not require a pregnant employee, or any employee who advises she is intending to become pregnant to operate a VDT/Monitor. For the purposes of this section an employee will be allowed six (6) months in which she is intending to become pregnant away from the VDT/Monitor.

An employee who averages more than ten (10) hours per week on a VDT/Monitor shall undergo examinations by an ophthalmologist or optometrist at the commencement of such work and every six (6) months thereafter. The Employer will provide time off for such appointments. The Employer will reimburse such employees for: prescriptions; examination fees; and the direct costs of lenses and frames, or contact lenses, where these items are related to work on the VDT/Monitor and not covered by benefits provided by the Legislative Assembly. The cost to Caucus for eye wear is limited to \$150.00 for each employee requiring lenses and frames or contact lenses. This benefit under this clause can only be used by an employee when lenses result from work on the VDT/Monitor. Such expenses do not include replacement costs for lost items or items reissued or changed where there is no change in the prescription.

In the event that employees who operate VDT/monitors experience work-related or other health problems such as eye-strain or headaches, the work station and the work environment shall be reviewed to determine if any adjustments will resolve these problems. If so, those adjustments will be implemented; but where the problems cannot be resolved, the Member shall guarantee the employee employment at equal pay.

The Employer agrees to conduct a survey of radiation emissions of VDT/monitors in Constituency Offices, the extent and details of which shall be determined by the Joint Health and Safety Committee.

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

If the above inspections and/or surveys show that emissions are above safe levels, it shall be the obligation of the Member based on the recommendation of the Health and Safety Committee to remedy such problems immediately and ensure that no employees work on a VDT/Monitor with unsafe levels of emission.

The Member shall not use mechanical or electronic devices to measure the productivity of employees.

The Employer shall be required to respond within a reasonable period of time on any recommendations arising from the Health and Safety Committee.

- 5.03 The Technological Change Committee shall be a permanent joint committee of the two (2) parties. The Union and the Employer shall be represented by two (2) members each. Each party shall keep the other informed of its nominees. The Committee shall meet to discuss and plan the use of expanding technology and the introduction of new technology and training and education related to technology. This Committee shall meet at the request of either party. The cost of these meetings and participation in same shall be borne by the Employer. It is understood that meetings will be held by telephone conference call, or in person if both parties agree.

ARTICLE 6 - MINIMUM STANDARDS OF EMPLOYMENT

- 6.01 No employee who has completed their probationary period as provided for in *Article 2.05* shall be discharged or disciplined without just cause. The Employer shall recognize and abide by the principles of progressive discipline.
- 6.02 Except in cases of gross misconduct the following procedures shall apply:
- (a) Whenever a member is dissatisfied with an employee's work performance or conduct, such dissatisfaction and possible resolutions must be discussed promptly, prior to any consideration of discipline or discharge.
 - (b) If the Member is considering disciplining or discharging an employee, the employee will be notified in writing of a meeting with management and the purpose of the meeting, with a copy sent to the Union and the Steward.
 - (c) The employee shall be accompanied at the meeting by a Union representative. The Member shall discuss the reasons for the dissatisfaction with the employee's work performance and how the situation will be resolved.
 - (d) If the Employer is considering discharge, the employee shall be allowed twenty (20) working days to resolve the problem with the Member. If at the end of the twenty (20) working days, the Member is still dissatisfied with the employee's work performance, the Member may give reasonable notice of discharge.
 - (e) If the Member decides to discharge or discipline the employee, reasons for the discipline or discharge shall be provided in writing with a copy to the Union. The Employer shall later be restricted to the grounds set out in writing.
- 6.03 In case of gross misconduct the following procedure shall be followed:
- (a) The employee will be notified in writing of a meeting with management and the purpose of the meeting, with a copy sent to the Union and the Steward.
 - (b) The employee shall be accompanied at the meeting by a Union representative.
 - (c) If the Member decides to discharge the employee reasons for the discharge shall

be provided in writing with a copy to the Union. The Employer shall later be restricted to the grounds set out in writing.

- 6.04 An employee who alleges that the discipline or discharge is without just cause may file a grievance in accordance with *Article 23 - Grievance Procedure*.
- 6.05 Except in cases of gross misconduct, where an employee files a grievance claiming they have been discharged without just cause, the discharge shall be stayed until the dispute is settled, withdrawn or decided in arbitration.
- 6.06 An employee's disciplinary record shall consist only of those items that have been previously brought to the employee's attention.
- 6.07 No discipline action or adverse report shall remain in an employee's file or be used against the employee for a period longer than two (2) years from the date the incident or report occurred.

ARTICLE 7 - JOB DESCRIPTION

7.01 CONSTITUENCY ASSISTANT – OUTREACH/CASEWORK

Objectives: To assist the Member by completing assigned casework and outreach duties.

Responsible to Member for:

- Preparing, gathering, maintaining and compiling research material as requested by Member to aid in communicating with constituents and organizations in the constituency.
- Responding to requests for research or information from the MPP's constituents.
- Monitor local media to ensure a strong media presence for the Member. May include preparing weekly columns, drafting op-eds, standard media releases and arranging stand-up interviews. As well, will work with the MPP and caucus communications department to develop a strong social media presence and manage online social media to increase MPP's visual identity; and assist with outreach and engagement to help promote awareness of the MPP in the riding.
- Keeping informed in all policy areas assigned by Member and liaising with interest groups within the constituency.
- Dealing with enquiries and solving problems and advocating for constituents (case work). Contacting and responding to constituents by telephone, writing and in person. Contacting senior government personnel, officials from outside organizations, and local government.
- Preparing all documentation related to casework.
- Travel throughout the Riding to perform outreach, casework and event planning.
- Other related duties as assigned by the Member.

ARTICLE 8 - SALARIES AND HOURS OF WORK

- 8.01
- Effective and retroactive to April 1, 2016 an across the board wage increase of two percent (2%) \$59,649.46 after probation period
 - On November 1, 2016, a lump sum payment equivalent to .75% of annual salary
 - April 1, 2017 an across the board wage increase of one percent (1%) \$60,245.95 after probation period
 - On May 1, 2017, a lump sum payment equivalent to .75% of annual salary
 - April 1, 2018 an across the board wage increase of one percent (1%) \$60,848.41 after probation period

In the event that Members Global budgets are increase by 1% or more during the term of this agreement, wages shall be increased by an additional 1% in the year the budget increase applies.

8.02 Part Time Employees

- (a) Employees' hired on a part-time basis shall be so informed at the time of hire and shall receive the rate of pay, pro-rated on their hours of work. For the purposes of clarification, effective April 1, 1992 all part-time employees shall receive the rate of pay of a Constituency Assistant, pro-rated on their hours of work.
- (b) The Employer shall not hire two part-time employees in place of hiring full time employees except by consent of the parties to this Agreement. Such consent shall not unreasonably withheld.

8.03 Hours of Work

The regular hours of work for Constituency Assistants shall be thirty-two and one-half (32½) hours per week, five days per week.

Employees shall have the option of working a four (4) day week with mutual agreement of the Member.

There shall be no split shifts except by mutual agreement of the parties. All employees should complete timesheets provided by the employer at the end of the month.

There shall be one paid fifteen (15) minute break, both morning and afternoon. There shall be one (1) hour for lunch daily or such other lunch period as may be mutually agreed upon. The lunch period shall be unpaid.

8.04 Overtime

- (a) Hours worked in excess of the employee's regular work week and regular work day, shall be deemed overtime.

The Member agrees to provide as much advance notice of overtime as is reasonably possible. All overtime shall be voluntary.

Employees shall be compensated for overtime on the following basis: Monday to

Saturday - time and one-half (1½); Sunday - double time; Paid Holiday - double time in addition to the holiday pay for that day. At the option of the employee, the employee may request time in lieu of overtime pay at the appropriate premium rate. Employees shall determine when such time will be taken within thirty (30) days of it being earned.

Overtime shall be pre-authorized, except in the case of emergencies. In an emergency situation, where pre-authorization is impossible because the Member cannot be reached the employee may work the overtime hours, advise the Member and submit a claim form for overtime within two (2) weeks. In such emergency situations, the overtime hours worked shall be compensated by time in lieu at the regular overtime rates.

(b) Child Care Expenses While Working Overtime

In the event of emergency overtime, the Employer agrees to reimburse all childcare expenses incurred as a result of such overtime. Any claim for reimbursement must be made within three (3) working days.

(c) Employees shall be provided with a quarterly statement of accrued overtime/lieu time.

8.05 To recognize the increased workload in a constituency office when staff are on leave or away from the office for extended periods of time of three consecutive weeks or longer, employees remaining in the office shall be entitled to four (4) days paid leave, pro-rated for part-time employees to be taken at a mutually agreeable time.

8.06

An employee granted an unpaid leave of absence will continue to receive benefits and pension contributions while on such leave. Seniority shall continue to accrue.

ARTICLE 9 - VACATIONS AND HOLIDAYS

9.01 (a) Annual vacation credits shall be accorded all employees, as follows, and shall be credited in advance on January 1 of every calendar year:

For the first three (3) years of service, annual vacation credits shall accrue at the rate of one and one-half (1½) days per month worked.

After three (3) years of service, annual vacation credits shall accrue at the rate of two (2) days per month worked.

After six (6) years of service, annual vacation credits shall accrue at the rate of two and one-half (2½) days per month worked.

Upon termination of employment, employees shall be paid for all unused vacation credits.

Month worked shall include time on paid vacation, paid sick leave and maternity/parental leave.

(b) On the tenth (10th), fifteenth (15th) and twentieth (20th) anniversaries of an employee's hiring, the employee will be granted an additional week of paid vacation.

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|-----|--------|--|
| (c) | Year 1 | Employees shall receive FIVE additional days of vacation |
| | Year 2 | Employees shall receive FIVE additional days of vacation |
| | Year 3 | Employees shall receive FIVE additional days of vacation |
| | Year 4 | Employees shall receive TEN additional days of vacation |

The additional vacation entitlement may not be cashed out, and will be subtracted from in lieu payments the employee may be entitled to.

These additional vacation days must be used by March 31, 2019. This clause expires on March 31, 2019.

- 9.02 Paid holidays for Constituency Office staff shall be: Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve Day, Employee's Birthday, five (5) floating holidays (on days to be mutually agreed upon) and the working days between Christmas and New Year's Day. Constituency Offices will be closed whenever the NDP Caucus Offices at Queen's Park are closed, provided that the closing of the NDP Caucus Offices at Queen's Park is solely for the purpose of granting employees time off not set out in the Collective Agreement with OPSEU 593.
- 9.03 If such paid holidays except for Christmas Day and Boxing Day fall on a day which is not a regular working day, either the immediately preceding working day or the first working day thereafter shall be considered the holiday.
- 9.04 In the event that an employee falls ill while on vacation the remaining vacation credits shall not be used while the employee is ill, but rather shall be used after the employee is no longer ill. Production of a medical certificate shall be necessary in such cases, and the appropriate sick leave deduction shall be made.
- 9.05 Vacations shall be taken at a time mutually agreed upon. Such agreement shall not unreasonably be withheld. In the event of a conflict between employees, seniority shall be the determining factor. Once agreement has been reached, seniority may not be used to bump a less senior person.
- 9.06 On January 1 of each year the employer shall notify each member of the bargaining unit of the total number of vacation credits they have for the upcoming year.
- The vacation credited on January 1 must be used by December 31 of the second year following the January 1 on which the vacation was credited, except by mutual agreement.
- 9.07 Notwithstanding Article 9.05, upon receipt of a written vacation request, the Member shall respond to the request within ten (10) days. Failure of the Member to respond to the request (either in the positive or the negative) the request shall be deemed approved as submitted.

ARTICLE 10 - STAFF DEVELOPMENT

10.01 Unless otherwise agreed between the parties, the employer shall hold no less than two staff development/education events per year. Timing, length, location and content to be determined by the employer following consultation with the Labour Management Committee (LMC).

There will be one in-person session a year, the location to be determined by the employer. A minimum of two hours shall be provided to the union during the session for the purpose of holding a meeting with its members.

ARTICLE 11 - STRESS AND BURNOUT

11.01 The Labour Management Committee shall investigate and proceed, if applicable, on the implementation of a Union Counsellor or Employee Assistance Programme.

11.02 To further prevent the development of stress and burnout in the workplace all Members must arrange regular staff meetings to be held in their office to discuss and agree upon work priorities and work sharing amongst staff. Minutes of all staff meetings shall be distributed to all staff. Such meetings shall be held not more than sixty (60) days apart, or such lesser period as mutually agreed upon between the Member and the Constituency Office staff.

ARTICLE 12 - SICK LEAVE

12.01 Employees shall have the option of the following waiting periods for short term disability:

- Six (6) days, which will provide one hundred percent (100%) of salary for the first six (6) days of extended sick leave. Employees shall then be covered for Short Term Disability at the rate of seventy-five percent (75%). Employees may top-up Short Term Disability to one hundred percent (100%) of salary using vacation time if they so desire. Employees choosing this option will have their remaining balance of their sick day entitlement should they require it, provided they return to work within the calendar year.

OR

- Eighteen (18) days, which will provide one hundred percent (100%) of salary for the first eighteen (18) days of sick leave. Employees shall then be covered for Short Term Disability at the rate of seventy-five percent (75%). Employees may top-up Short Term Disability to one hundred percent (100%) of salary using vacation time if they so desire. Employees choosing this option will exhaust their sick day entitlement for the balance of the calendar year.

12.02 Sick leave may be used in the event of an employee's or an employee's child sickness, accident, medical or dental appointments, and in the event of a serious sickness or accident of a spouse or dependent family member. Medical or dental appointments, which require an absence of less than three (3) hours from the workplace, shall not be deducted from an employee's sick leave. In the event of sickness or accident, the Employer may, after three (3) days, require the production of a medical certificate.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01 Requests for leaves of absence under Article 13 and 14 shall be made to the employee's Member for approval. Requests for leave of absence shall not be unreasonably denied.
- 13.02 Employees shall be entitled to leave of absence without loss of seniority or benefits if selected to attend union conventions, conferences, educational seminars or union office. Such leaves shall not exceed ten (10) days per contract year in total per employee, unless mutually agreed otherwise.
- 13.03 Employees shall be entitled to an unpaid leave of absence without loss of seniority for a maximum period of two (2) years to work for the National Union, or any local or council of the Union, a central labour body (OFL, CLC, etc.) or the NDP at the provincial/federal office levels.

ARTICLE 14 - EDUCATION LEAVE

- 14.01 Upon application from an employee, the Member may grant up to eight (8) months' unpaid leave for the purpose of acquiring skills that are job related. The costs of this tuition shall be covered up to a maximum of \$2,000 per year.
- 14.02 Only one (1) employee per Constituency Office may be granted leave at any given time, under *Article 13*, and *Article 14*.
- 14.03 Where an employee is attending a part-time course of study and acquiring additional skills, including but not limited to skills that may be job related, tuition costs shall be covered to a maximum of \$2,000 per year.

ARTICLE 15 - JURY AND WITNESS DUTY

- 15.01 Employees called for jury or witness duty shall be granted time off with full pay, with the understanding that all money received for such jury or *witness* duty will be turned over to the Employer with the exception of reimbursement for expenses.

ARTICLE 16 - BEREAVEMENT AND ILLNESS

- 16.01 Employees shall be granted reasonable time off with full pay in the case of bereavement or serious illness of a parent, step-parent, wife, husband, common law spouse, partner, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé, or any other relative that has been residing in the same household or for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common law. In interpreting this clause the parties shall recognize and consider the changing nature of families and relationships. Reasonable time shall include travel time and additional responsibilities related to death/serious illness.

ARTICLE 17 - SPECIAL LEAVE

- 17.01 Employees shall be granted time off with full pay as follows:

Marriage of Child	- Day of Wedding
Serious Household or Domestic Emergency	- Up to three (3) days
Citizenship Hearing	- Up to one (1) day
Moving Employee's Household	- One (1) day

ARTICLE 18 - CONVENTIONS

18.01 It is agreed that bargaining unit members may, when duly elected as delegates or alternates to conventions or councils, be granted paid leave for the purpose of attending such conventions or councils. Such leave shall not be unreasonably withheld.

ARTICLE 19 - PREGNANCY, MATERNITY, PARENTAL, PATERNITY AND ADOPTION LEAVES

19.01 Pregnancy Leave

- (a) Employees shall be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act;
- (b) The Employer shall grant to any permanent employee ninety-three percent (93%) of her salary for the two (2) week waiting period for EI maternity benefits and the difference between ninety-three percent (93%) of her salary and her EI maternity benefits for the remaining fifteen (15) weeks.

19.02 Parental Leave

- (a) Employees shall be entitled to parental leave in accordance with the provisions of the Employment Standards Act (up to 37 weeks, 35 if they have taken the 17 weeks pregnancy leave in 19.01);
- (b) The Employer shall grant to any permanent employee ninety-three percent (93%) of the employee's salary for the two (2) week waiting period for EI Parental Leave benefits and the difference between ninety-three percent (93%) of the employee's salary and the employee's EI maternity benefits for the remaining thirty-five (35) weeks.

19.03 In addition to the benefits provided in Articles 19.01 and 19.02, the Employer shall also grant to any permanent employee two additional consecutive weeks off paid leave and up to eight (8) months unpaid parental/pregnancy/adoption leave at the discretion of the employee. The employee shall give the employer reasonable notice of the date of intended return.

19.04 If the benefits are increased by federal or provincial legislation, employees covered by this Agreement shall receive the increased benefits. For example, if EI benefits are extended, for longer than seventeen (17) weeks in the case of maternity leave or more than thirty-seven (37) or thirty-five (35) weeks, whichever is applicable, in the case of parental leave, employees shall be entitled to increased supplemental benefits for the duration of the extended period.

19.05 Adoption Leave

In addition to the benefits provided in *Article 19.02*, on the occasion of the adoption of a person, an employee who is the primary parental care giver, shall be granted consecutively two (2) months paid leave and up to eight (8) months unpaid leave at the discretion of the employee. The employee shall give the Employer reasonable notice of the date of intended return.

19.06 If the benefits are increased by federal or provincial legislation, employees covered by this

Agreement shall receive the increased benefits. For example, if EI benefits are extended for longer than seventeen (17) weeks in the case of maternity or more than ten (10) weeks in the case of parental leave, employees shall be entitled to increased supplemental benefits for the duration of the extended period.

ARTICLE 20 - WELFARE BENEFITS

20.01 The Employer shall provide coverage and pay the full cost of the benefits plans as provided by the Legislative Assembly office for all employees (Employer payment of full cost of part time benefits beginning January 1, 1999). In the event of any modification or cancellation of the benefits receivable the parties shall promptly meet and they shall use their best efforts to negotiate provisions to supplement or replace those which have been downgraded or terminated. The Employer undertakes to inform the Union of any such prospective modification or cancellation of the benefits as soon as they are known to be in prospect.

All employees shall receive coverage under the Short Term Sickness Plan (*see Article 12*). In the event that an employee has exhausted their sick leave credits and is required to apply for EI Sick Leave benefits, the Employer shall continue to pay its portion of the costs to maintain benefits under this Agreement.

20.02 The Employer shall be responsible for any and all costs relating from employees being sued for libel or slander arising from authorized statements issued under the Employer's direction by any employee.

ARTICLE 21 - PENSIONS

21.01 Permanent employees shall participate in and be entitled to the benefits of the Public Service Pension Plan, as provided by the Legislative Assembly Office. In the event of any modification or cancellation of the benefits receivable under this plan, the parties shall promptly meet and they shall use their best efforts to negotiate pension provisions to supplement or replace those which have been downgraded or terminated. The Employer undertakes to inform the Union of any such prospective modification or cancellation of the benefits under this plan as soon as they are known to be in prospect.

ARTICLE 22 - LEAVE OF ABSENCE TO WORK FOR MINISTER OR PARLIAMENTARY ASSISTANT

22.01 Where the New Democratic Party forms the government of the Province of Ontario, an employee who accepts a position as a Crown employee in Ontario in the office of a Cabinet Minister, or the office of the Premier, on or after October 1, 1990, will be granted a leave of absence without pay or benefits. Pursuant to *Article 2.06(d)* of the collective agreement, the seniority status of such an employee shall be retained and shall continue to accumulate during the period of the leave.

Pursuant to *Article 2.07* of the collective agreement, an employee granted a leave who wishes to be considered for any permanent job vacancy that occurs during the leave of absence shall so indicate to the Director of Administration and Systems.

Any unused sick leave credits and vacation credits which are not carried over to the new position shall remain in the employee's bank for the duration of the leave.

Such leave will automatically terminate when such employee ceases to a Crown employee or if the New Democratic Party no longer forms the government of the Province of Ontario,

whichever occurs first.

On termination of the leave, the employee who wishes to return to the bargaining unit will return to their former position if such a position is available; if such a position is not available, the employee shall be entitled to bump an employee with less seniority subject to having the ability to perform satisfactorily the work required.

The provisions of this clause shall apply retroactively to any employee formerly covered by this collective agreement who on or after October 1, 1990 accepted a position as a Crown Employee in Ontario in the office of a Cabinet Minister, the office of a Parliamentary Assistant or the office of the Premier who is still in such a position on the date of ratification.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.01 The procedure for resolving differences between the parties that may arise with respect to the interpretation, application or alleged violation of this Agreement shall be as follows:

Step 1: The steward and the aggrieved employee shall within fifteen (15) working days of the alleged violation meet with the appropriate representative of management (i.e. the Member) in an attempt to resolve the dispute.

Step 2: If the dispute is not resolved within five (5) working days of the Step 1 meeting, the Union shall submit the grievance to the Chief of Staff or such designate within an additional ten (10) working days. The Chief of Staff or such designate will meet with the Union in an effort to resolve the grievance and will notify the Union within ten (10) working days thereafter of their decision.

Step 3: If the dispute is not resolved at Step 2, it may be submitted to arbitration provided it is done so within twenty (20) working days of receipt of the decision at Step 2. The Arbitrator shall be a person agreed to by the Employer and the Union and failing agreement, appointed by the Minister of Labour for the Province of Ontario.

The term grievance shall include personal, group or policy grievance. Policy and/or group grievances may be submitted at Step 2 of the Grievance Procedure.

All the time limits under this Article may be extended by mutual agreement, to be confirmed in writing.

Whenever the Employer is to notify the Union of any matter relating to a grievance, it shall be sufficient notice if such notice is provided to the Chief Steward, or such designate.

Whenever the Union is required to notify the Employer in writing of any matter relating to a grievance, it shall be sufficient notice if such notice is provided to the Chief of Staff or such designate.

23.02 Where it appears that two (2) or more employees have the same grievance, the Union may process the grievance as one (1) grievance subject to all applicable provisions under the grievance procedure.

23.03 Any difference arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement, and which could not be subject of a grievance by an individual employee, may be submitted in writing at Step 2 and dealt with

as a grievance.

- 23.04 No matter may be arbitrated that has not been properly processed through the grievance procedure. The decision of the arbitrator shall be final and binding on the parties and the employees. The arbitrator shall not have the jurisdiction to alter, subtract from, modify, amend, or to substitute any provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 23.05 The costs of the arbitrator shall be shared equally by the parties.

ARTICLE 24 - LAY-OFF AND RECALL

- 24.01 In the event of a lay-off, employees shall be laid off in reverse order of their seniority in the Constituency Office in which the layoff takes place. Recall shall be in the reverse order of lay-off. Employees shall retain their right to be recalled for a period equal to their seniority up to a maximum of five (5) years.
- 24.02 Employees shall be entitled to a minimum of two (2) months' notice or two (2) months' pay in lieu of notice or layoff.
- 24.03 When a layoff is occasioned by the resignation or death of an MPP or by an MPP's loss of their seat in a general election, employees shall be entitled to two (2) weeks' pay per year of service in addition to Article 24.02.

ARTICLE 25 - UNION EDUCATION FUND

- 25.01 The Employer shall provide \$2,500.00 in each year of this Collective Agreement for a Union Education Fund.

ARTICLE 26 - HARASSMENT FREE WORKPLACE

- 26.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and racial harassment and agree that such harassment will not be tolerated in the workplace.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The parties agree that a claim or complaint that this Article has been violated shall be dealt with as expeditiously as possible. The parties agree that the Labour-Management Committee shall develop a procedure for handling claims or complaints under this Article. In the event that the matter cannot be resolved by the agreed to procedure, either party may refer the issue to arbitration.

It is understood and agreed that the ultimate responsibility for compliance under this Article rests with the Employer.

The employer will arrange for all employees, management and all MPP(s) to receive anti-discrimination and anti-harassment training within a maximum of one year from ratification.

ARTICLE 27 - EMPLOYMENT EQUITY

27.01 The Union and the Employer agree to the establishment of a sub-committee of the Labour-Management Committees to deal with the issue of employment equity. The mandate of the committee shall be to establish a joint employment equity programme for the workplace. The committee shall be established within thirty (30) days of ratification of this Agreement and shall report back not later than six (6) months following its establishment, unless extended by mutual agreement.

The parties are committed to the principles of Employment Equity and shall undertake a periodic review.

ARTICLE 28 – SURVEILLANCE AND ELECTRONIC MONITORING

28.01 There shall be no electronic monitoring of employees. Employees shall be made aware of all video or voice surveillance.

ARTICLE 29 – TERMINATION (formerly Article 28)

28.01 This Agreement shall come into effect on April 1, 2015 and shall remain in force until March 31, 2019, and shall automatically continue from year to year thereafter.

The Employer agrees to undertake, in consultation with the other parties, to approach the Board of Internal Economy to obtain increased monies by way of annual cost of living adjustments to the Constituency Budgets.

28.02 Either party may, not less than thirty (30) days nor more than sixty (60) days before any expiry date hereof, give written notice of a desire to bargain for a revised agreement.

28.03 Negotiations shall be within thirty (30) days following receipt of such notice pursuant to *Article 28.02*. During the period of such negotiations, this Agreement shall remain in full force and effect as provided for in the *Ontario Labour Relations Act*.

DATED this 5th day of DECEMBER, 2017.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

APPENDIX "A"

JOB DESCRIPTIONS

See Article 7 of this Collective Agreement.

APPENDIX "B"

SUMMARY OF HEALTH AND WELFARE BENEFITS

For full details of coverage provided under each benefit plan, refer to booklet entitled "Sick Leave" and Insurance Plans for Management and Excluded Employees of the Ontario Public Service, 1 February 1986". Benefits are from time to time modified by agreement between the Ontario Government and its Excluded Employees.

<i>INSURED BENEFIT</i>	<i>CURRENT RATE</i>	<i>WHO PAYS</i>
Basic Life	0.22/\$1,000.	Employer
Supplementary Life	0.07 up to age 35 0.13 35 - 44 0.23 45 - 49 0.42 50 - 54 0.66 55 - 59 0.97 60 - 64	Employee
<u>Dependent Life</u>		
Single Coverage: One dependent More than one	0.23/month 0.33/month	Employee Employee
Double Coverage: One dependent More than one	0.46/month 0.66/month	Employee Employee
<u>Supplementary Health & Hospital</u>		
Single Family	12.24/month 35.47/month	Employer Employer
<u>Vision Care & Hearing Aid</u>		
Single Family	1.58/month (0.63) 3.76/month (1.50)	60% Employer 40% Employee
<u>Retirees</u>		
Single Family	1.72/month (0.69) 3.53/month (1.41)	
LTIP	0.658% of Covered payroll	0.559% Employer 0.099% Employee
<u>Dental</u>		
Single Family	16.47/month 40.07/month	Employer Employer

LETTER OF UNDERSTANDING No. 2

Between:

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS

(hereinafter the "Employer")

- and -

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter the "Union")

WHEREAS the Union and the Employer are parties to a collective agreement with a nominal expiry date of March 31, 1994.

AND WHEREAS the Union and the Employer have negotiated a Joint Health and Safety Committee Structured and Administration Agreement.

AND WHEREAS the Union and the Employer are desirous of incorporating the aforementioned Agreement into the Collective Agreement.

NOW THEREFORE the Union and the Employer agree as follows:

1. The attached document shall be incorporated into and shall form part of the collective agreement

DATED at Toronto this _____ day of _____, 2017.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 3

Between:

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS

(hereinafter the "Employer")

- and -

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter the "Union")

As a result of the redistribution of constituency boundaries effective March 2016, the Union and the Employer agree as follows:

1. Incumbent Members of the Legislature who are re-elected in the next general election will keep the constituency staff who are employed in their constituency offices at the time the election is called.
2. Where old constituencies are merged under the new boundaries, a combined recall list will be drawn up in order of seniority and an incumbent Member who has been re-elected, in the event of a vacancy in their constituency office, will be required to recall by seniority from the list.
3. The joint Labour-Management committee will determine in which new constituency an employee's or former employee's recall rights will apply.

DATED at Toronto this _____ day of _____, 2017.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 4

Between:

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS

(hereinafter the "Employer")

- and -

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter the "Union")

The parties recognize their responsibility to achieve and maintain Pay Equity for their members. The matter shall be referred to the Labour Management Committee.

SIGNED this _____ day of _____, 2017.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

COPE343