

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**ONTARIO NEW DEMOCRATIC PARTY (ONDP)**

**- AND -**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION (COPE 343)**

**APRIL 1, 2021 TO MARCH 31, 2024**

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AGREEMENT Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BETWEEN:**

- The New Democratic Party of Ontario, hereinafter referred to as "the Employer, and
- The Canadian Office and Professional Employees Union (CLC), hereinafter referred to as "the Union".

**PREAMBLE**

The purpose of this agreement is to maintain a harmonious relationship between the New Democratic Party of Ontario and its employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the employer and its employees, to promote and maintain such conditions of employment; in recognition whereof, the parties hereto covenant and agree as follows:

**ARTICLE 1 – RECOGNITION**

The employer recognizes the union as the sole bargaining agent for all its employees save the Provincial Leader and the Provincial Director, Controller and Head of Engagement or Deputy Provincial Director. In recognition of the increased staffing numbers during the period leading up to a provincial election, the Employer shall have the right, not more than 12 months prior to a scheduled election, to hire an additional person to assist with the management of staff during this period. This individual shall be outside the bargaining unit and shall not have any rights to the terms and conditions of the Collective Agreement.

**ARTICLE 2 – CONTRACTING OUT OF BARGAINING UNIT WORK**

- 2.01 The employer will not contract out work that will result in the reduction of hours, the laying off of employees in the bargaining unit. It is not the employer's intention to contract out work normally performed by the bargaining unit.

**ARTICLE 3 – UNION SECURITY**

- 3.01 All employees to whom this agreement applies shall be required to join the union immediately when hired. When interviewing job applicants, the employer will inform them of this requirement and shall supply them with a copy of the collective agreement, including an up-to-date seniority list, upon hiring.

It is understood that Article 7 regarding dismissals; Article 13.02 concerning the Canada Life Insurance Plan; Article 14 on the Pension Plan and Article 19 on grievances and disputes shall not apply to those employees subject to the probation period referred to in Article 6.01 except in cases where violations of the Ontario Human Rights Commission (OHRC) are alleged.

- 3.02 All employees shall become and remain members in good standing in the union during the term of this agreement.
- 3.03 Union dues shall be deducted from the pay of every employee each month and shall be remitted to the Treasurer of the Union.

## **ARTICLE 4 – EMPLOYER RIGHTS**

4.01 The union recognizes the right of the employer to hire, promote, demote, transfer, alter the work and duties of, suspend or otherwise discipline or discharge any employee for just cause, subject to Article 6 and to the right of the employee concerned to lodge a grievance in the manner and to the extent provided in Article 19.

## **ARTICLE 5 – DEFINITIONS**

### **5.01 Employees**

There shall be four categories of Employees:

1. Permanent full-time employees.
2. Permanent part-time employee, who works regularly less than twenty (20) hours per week;
3. A temporary employee is one who is hired:
  - a) full-time for a specific project which does not exceed four (4) calendar months duration or a longer period where the union agrees; or
  - b) full-time for pre-election organizing for a period not to exceed 12 months or for a longer period where the union specifically agrees; or
  - c) on an hourly basis for a specific task or set of tasks for a period not to exceed 60 scheduled working days or a longer period where the union specifically agrees.
  - d) At the time of hiring the employer must notify the employee in writing of this provision. The union allows that, in the case of the temporary employee the employer may waive the seniority qualifications for job vacancies, promotions, lay-offs, and rehiring; that regarding dismissals, Article 7.03 only need apply and that Article 14.01 regarding the pension plan need not apply.
4. A term employee is one who is hired to fill in for a permanent employee on pregnancy leave, parental/adoption leave, education leave, sick leave or any other approved leave, for the period of the permanent employee's leave.

For all temporary employee and term employee positions, seniority qualifications for job vacancies, promotions, lay-offs, and rehiring are not applicable. Regarding the early termination of temporary employees, only Article 7.03 applies. Article 14.01 regarding the pension plan does not apply to temporary employees

### **5.02 Compensation**

Temporary employees shall receive the entry level salary rate for the appropriate job classification. The employer shall not pay the cost of fringe benefits or pensions for temporary employees. Temporary employees shall receive vacation pay at the rate of four percent (4%) which shall be paid each pay period. Temporary employees shall receive payment for holidays outlined in Article 8.02 in accordance with the formula provided in the Employment Standards Act.

Permanent part-time staff employees will be paid on a pro rata basis according to the

classification for which they were hired.

Term employees shall receive the same compensation as the employee they replace, subject to the probationary period and sick leave.

### **5.03 Retention**

- a) Should the temporary employee as described within Section 5.01 (3a) be retained for 2 terms of work and accumulate 27 work weeks, within a 12-month period, the employee becomes a permanent full-time employee for seniority purposes only.
- b) Should the temporary employee as described in Section 5.01 (3b) be retained for a second term of work within 12 months of the election that employee becomes a permanent full-time employee for seniority purposes only.
- c) Permanent part time employees shall not be hired in place of full time employees and full time positions will not be divided into part time positions without the expressed agreement of the union.
- d) Permanent part time employees shall be entitled to all benefits under the collective agreements except that vacation pay, weekly indemnity and other wage replacement benefits will be pro-rated.

5.04 The employer shall notify the union within twenty (20) working days of the status of all persons newly hired under the above classifications.

## **ARTICLE 6 – PROBATION, SENIORITY, PROMOTIONS AND LAY-OFFS**

6.01 There shall be a probation period of three months for all employees.

6.02 Upon completion of the probation period, an employee shall accumulate seniority on the basis of length of service with the employer effective from the date of hiring.

6.03 Accumulated seniority shall be cancelled when an employee voluntarily leaves the service of the employer, receives severance or where they are discharged for cause. Where an employee is laid-off, they shall retain their accumulated seniority up to the date of lay-off.

- b) Seniority continues for a maximum period of 36 months after layoff subject to article 6.04(c)

### **6.04 Layoffs**

The employer will first offer any layoffs to employees on a voluntary basis in order of seniority. Where further layoffs are required, such layoffs shall be issued in reverse order of seniority.

It is understood that the initial offer to senior employees to layoff voluntarily will not result in the employer being left in a position where skills are not available to the workplace.

- a) In the event of a layoff, the affected employee shall receive one (1) months' notice or pay in lieu of, or the period of notice provided for by the Employment Standards Act, whichever is greater, as well as any accumulated monies owing. However, an employee who accepts an offer of voluntary layoff shall be entitled to no more than the period of notice required by the least senior employee who is subject to layoff at the time that the offer of a voluntary layoff is made.
- b) Recall shall be by seniority provided the employee is qualified to do the work available. The employee being recalled shall be notified by signature-required mail. Upon recall, the employee shall be placed into the vacant classification into which they have been recalled, even if the classification is compensated at a lower wage rate.

The recalled employee may be returned to their layoff status within three (3) months or 90 days of their recall at the Employee's request.

In the event there is a dispute on whether the employee is qualified it shall be dealt with under the grievance procedure.

- c) Such recall rights shall continue for a period of three and one half years (3.5) from date of layoff unless the person 1) notifies in writing that they have severed employment; or 2) fails to report within five (5) working days after notification by signature required mail to the last known address (it is understood that a full-time employee who is on lay off status, can decline a recall to a part time position without jeopardy; 3) has retired or died.
- d) The employee will keep the employer informed of any change of address.

6.05 The union shall be notified of the status of any person leaving the employ of the employer.

6.06 Accumulated seniority shall be protected while the employee is on leave of absence from the employer.

6.07 Any new positions or vacancies shall be filled from within the bargaining unit provided that qualified employees are available to fill the vacant positions. When a vacancy is posted in accordance with articles 6.08 and 12.02 the senior qualified applicant will be appointed to the position and shall receive that rate for the classification which is appropriate to the employee's seniority. The promoted employee may be returned to their previous position within three (3) months or 90 days of the promotion date at the employee's or employer's request.

Temporary employees shall be considered internal applicants for the purpose of job posting and their length of service shall be considered their length of seniority for this purpose. Should a temporary employee's position end, such rights shall continue for a period of time equal to their temporary position. Temporary employees shall receive copies of postings by email with a "read receipt."

Term Employees shall be considered internal applicants for the purpose of job postings during their specific time of employment. Should a Term employee's

position end, such rights shall continue for a period of time equal to their term position.  
Term Employees shall receive copies of postings by email with a "read" receipt.

6.08 Notice of all job vacancies and openings shall be posted on the bulletin board by the employer and shall be communicated by the employer to all employees. All postings shall be communicated by the employer in writing to all employees not using Provincial Office as a base of operation. A period of at least five working days after receipt of the notification shall be provided employees in which to make application for a posted position. The notice will include job title, description of the job duties, and salary to be paid.

Temporary and pre-election postings must include the expected length of employment. The Union Representative shall be notified of all job vacancies posted.

Within ten working days after the closing date of a job posting, the successful applicant and the union shall be notified and the information posted on the bulletin board by the employer. The time limit herein may be extended by mutual agreement. If the qualifications are changed after a posting has been posted, the position shall be reposted as set out above setting forth the revised qualifications before an appointment is made.

6.09 Temporary positions including pre-election organizers, riding organizers, publicity organizers, tour and advance people and any specialized positions shall be posted in accordance with Article 6.08 and shall be filled from within the bargaining unit provided that suitable employees are available with the necessary qualifications and special capabilities to fill the positions.

6.10 Employees selected to fill pre-election positions may return to their former classifications without loss of seniority and at the rate of salary paid for that classification on the date of return.

6.11 In all cases date of hiring will be interpreted to be the earliest date of permanent, continuous employment, whether for a temporary or a permanent, position. The only exception will be in connection with Canada Life Insurance Plan and Canada Life for whom the beginning date of employment must be the first day of permanent employment.

6.12 The employer may grant a new employee one year of experience when hiring.  
Seniority and future wage rates will be calculated from the actual date of hiring.

## **ARTICLE 7 – DISCIPLINE AND DISCHARGE**

7.01 No employee who has completed the probationary period shall be disciplined or discharged without just cause.

7.02 Before applying discipline or before discharging an employee, the employer shall first discuss thoroughly with the employee, who shall be accompanied by a union steward, the reasons for which they are considering the disciplinary action. If unsatisfactory service is the reason for the proposed discharge, the employee must be given a reasonable opportunity to improve their performance.

7.03 The employer must give a minimum of two (2) weeks' notice of discharge to all

employees or pay at the regular rate in addition to any other benefits accruing to the employee under this agreement. (This provision shall not apply to temporary, term, or pre-election employees who have worked the specific period agreed upon at the outset of employment.)

Term or temporary employees whose assignment ends prior to the scheduled end date shall receive notice or pay in lieu up to two (2) weeks or the expiry of their assignment whichever occurs first.

7.04 No employee may be discharged unless the union has first been notified in writing and the union may at its discretion make the discharge or proposed discharge the subject of a grievance under Article 19.

7.05 The employer recognizes and agrees to adhere to the principles of progressive discipline as founded in arbitral Jurisprudence.

7.06 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Representative, or in writing with a copy given to the Union. An employee's disciplinary record will be cleared where the employee has a period of eighteen (18) calendar months with no disciplinary actions.

Harassment violations will be kept on file for a maximum of five (5) years provided there are no further disciplines for harassment in that time period.

In the event the Employer is considering terminating a probationary employee, the Union will be notified prior to the termination of the affected employee.

## **ARTICLE 8 – HOURS OF WORK, OVERTIME AND HOLIDAYS**

8.01 The employer will determine the hours of operation of the office between 8:00am - 7:00pm Monday to Friday.

- a) In order to establish the working hours of individual employees, consultation will take place between the employer and the respective employees.
- b) The employer will do everything possible and reasonable to accommodate each employee's preferred hours, giving the most senior first consideration.
- c) In recognition of the nature of our work, the parties understand that the final disposition of scheduling such hours must rest with the employer. Permanent full-time employees in Levels 1, 2, 3, 4 and 5 must work thirty-two and one-half hours per week. During June, July and August, each employee will be required to work thirty-two hours save and except during years on which there is a fixed provincial election in June. Each individual will account for their hours. Lieu time may be accumulated in order to provide occasionally for a four-day work week with authorization of the Provincial Director.
- d) Absences from work other than illness shall be submitted in writing to the Provincial Director. Permission for such absences shall not be unreasonably denied.



- e) An employee must be prepared to fill in where there is need outside of their normal scope of work, if at all possible and practical, and if and when they are temporarily free of the demands of their work. Where an employee is required to assume the responsibilities of a higher paying classification, said employee will receive the rate of pay for that classification.
- f) Phone Bank: the hours of work for phone bank employees shall be up to forty (40) hours per week over five (5) days. Hours may vary including evenings and weekends. With the agreement of the employee, union and employer, the employee may work their forty (40) hours over six (6) or seven (7) days.

8.02 Employees shall be granted the following holidays without loss of pay:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day. December 24th, when it falls on a normal working day will also be a holiday. In addition, the office will be closed between December 27th and December 31st without loss in pay.

The first working day following a federal convention held in Ontario, or a provincial convention, shall be a holiday for those employees who work at such convention. The employer will also grant one (1) additional paid holiday. The holiday will be floating and will be assigned by the employer with the agreement, if possible, of the bargaining unit.

It is understood and agreed that in the event that either the Ontario and/or the federal governments declared an additional legal statutory holiday during the term of this agreement that one of the aforementioned holidays shall be designated as such legal holiday.

8.03 Work schedules for all employees, excluding Phone Bank Employees, in levels 1, 2, 3, 4, 5, 6 and 7 during an election campaign will commence at the announcement of the Writ. During this period of time, the established working schedule will be forty-four (44) hours per week from Sunday to Saturday. Overtime will become applicable for all hours worked above and beyond the employees established work schedule of forty-four (44) hours per week. Such overtime payment shall be compensated with time in lieu. Lieu time compensation will be for all hours worked with the correct overtime premium applied.

By way of an example, if someone worked eight (8) hrs of overtime during the election campaign, they would be entitled to 12 hrs (1.5 times) lieu time compensation.

The above provisions shall only be applicable during the Writ. After E-Day, the established work hours shall be in accordance with Article 8.01. Regular working hours and overtime shall be applied in accordance with Article 8.04, 9.07, any other overtime provisions within the CBA and the Employment Standard Act (ESA).

8.04 Subject to Section 8.06 an employee required by proper authority as designated by the Provincial Director to work beyond their regular working week or established

working day shall be paid at the rate of one and a half (1.5) times their normal daily rate or equivalent time in lieu by mutual agreement. In addition, employees required to work on a public holiday as defined by the Employment Standards Act shall receive double time or equivalent time in lieu by mutual agreement.

8.05 Employees shall be permitted one fifteen-minute rest period each morning and afternoon.

8.06 Sections 8.01 and 8.04 shall only apply to employees who are in clerical or support staff in Levels 1, 2, 3, 4 and 5.

8.07 All employees shall be granted a lieu day when required to work a statutory holiday.

8.08 Overtime is defined as pre-authorized time, with approval by the Provincial Director (or their designate), over and above the Employee's normal working hours. In circumstances where the employer is not available to be reached for authorization and overtime is unavoidable, the employee will request approval at the earliest possible opportunity and such requests shall not be unreasonably denied. Overtime banked in lieu must be used by the end of the calendar year following the year in which it was earned.

In the event employees are unable to use banked overtime in the prescribed period because requests to use lieu time have been denied, the affected employee shall have the option to carry forward to the following year.

## **ARTICLE 9 – ANNUAL VACATIONS**

9.01 Vacation credits shall be calculated on January 1st of each year.

9.02 Vacation credit calculation:

- Those employees with less than one year's service on June 1st will be entitled to 1.5 days' vacation for each full month of service.
- Employees with 1 but less than 3 years of service on January 1st shall be entitled to 3 weeks' vacation pro-rated for each full month of service.
- Employees with 3 years of service but less 10 years' service on January 1st shall be entitled to 4 weeks' vacation pro-rated for each full month of service.
- Employees with 10 years of full service shall be entitled to 5 weeks' vacation prorated for each full month of service.
- Employees with 15 years of full service shall be entitled to 6 weeks' vacation prorated for each full month of service.
- Employees with 20 years or more of full service shall be entitled to 7 weeks' vacation prorated for each full month of service.

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

9.04 Vacations due on January 1st of any year must be taken before January 1st of the following year. Employees shall have the option of carrying forward a maximum

of five (5) vacation days. The total number of carried forward vacation days shall not exceed five (5) days at any given time. In the event that an employee has been unable to take vacation because requests for vacation have been denied or due to such events as elections or conventions, the affected employee shall have the option of carrying forward such vacation for a mutually agreed period of time.

- 9.05 It is understood that all vacations must be taken at a time mutually satisfactory to the employee and the employer with priority given to those with most seniority.
- 9.06 In the event of an election being called, the employer shall have the right to postpone vacations until after the election.

#### **ARTICLE 10 - SICK LEAVE**

- 10.01 Subject to Articles 3 and 5, employees who have completed the probationary period referred to in Article 6 shall be entitled to 20 working days of sick leave with pay each year, and in special cases, longer periods of sick leave with pay may be arranged by mutual agreement. Sick leave may be taken in half days where applicable.

Temporary employees shall accumulate sick leave at the rate of one day per month.

- 10.02 Sick leave may be used only in the event of sickness or accident and the employer may, in his discretion, require production of a medical certificate.
- 10.03 Sick leave shall be cumulative from year to year to a limit of 120 working days.
- 10.04 Upon termination of employment, 25% of the employee's unused accumulated sick leave shall be paid to the departing employee at their normal straight-time weekly salary up to a maximum of 32 days.

It is clearly understood and agreed that an employee who has been laid off due to lack of work for a period in excess of 18 weeks and who elects to terminate their employment will only be entitled to 50% of what is provided in the 1st paragraph to a maximum of 8 days.

#### **ARTICLE 11 – LEAVE OF ABSENCE**

- 11.01 Where the employer is officially notified by the union that an employee has been designated to perform union duties requiring absence from work, the employer shall grant leave of absence without pay but without loss of seniority to such employee, but where the proposed absence is likely to last more than one day, the employer may in their discretion, require one week's notice.
- 11.02 On application of an employee, the employer may, in their discretion, grant leave of absence without pay but without loss of seniority, for any purpose not specifically dealt with in this agreement. Permission for such absence shall not be unreasonably denied.
- 11.03 Persons 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 shall be turned over to the employer in the form of a personal cheque or money order.

11.04 In the case of the death of a member of the family, an Employee will be granted five (5) days leave with pay and two (2) days for grandparents. Family will be defined as spouse, children, grandchildren, sister, brother, mother or father, (including step, in-law relationships including those of spouse and common-law spouse). In case of the death of an uncle, aunt, nephew, niece (including those of spouse and common-law spouse), an Employee will be granted two (2) days leave with pay. This leave shall also take into account leave for different family relationships. Additional leave may be arranged by mutual agreement.

#### **11.05 Maternity and Paternal Leave**

- a) A leave of absence for two (2) months without pay, for each year of service to a maximum of six (6) months unpaid leave, shall be granted in cases of pregnancy. This leave is in addition to the seventeen (17) weeks leave with pay in subsection 11.05 (d).
- b) An employee granted maternity leave as set out in 11.05 (a) shall continue to accumulate seniority and receive full benefits and pension.
- c) An employee entitled to maternity and parental leave under this article, who provides the employer with proof that she has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, 1996 (formerly the Unemployment Insurance Act, 1971) shall be in accordance with Article 14.
- d) In respect of the period of maternity/parental leave, payments made to permanent employees will be as follows:
  - i) For the waiting period, payments equivalent to ninety-three percent (93%) of the actual current weekly rate of pay for the classification, which the employee was receiving on the last day worked prior to the commencement of maternity leave, and
  - ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive, and any other earnings received by the employee, and ninety-three percent (93%) of the actual current weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the maternity leave.
- e) An employee returning from a leave of absence under this article shall be assigned to their former classification and be paid at the step in the salary range that they had attained when the leave of absence was granted.

11.06 An employee with a spouse or partner shall be entitled to a leave with pay up to a maximum of seven working days a year for the birth of their child. If the employee opts for maternity leave under section 11.05 they shall not be entitled to the parental

leave under this section.

- 11.07 In the event an employee receives Employment Insurance benefits, they shall be entitled to benefits as per Article 11.05 (b), (c), (d) and (e).
- 11.08 The employer will grant a leave of absence without pay or benefits, to an employee elected to a full-time public office, and said leave shall be granted without loss of seniority.

## **ARTICLE 12 – CLASSIFICATION AND WAGES**

- 12.01 Classification of employees and wages shall be as set forth in Appendix I, which is attached to and forms part of this agreement.
- 12.02 In the event of a new position within the bargaining unit being established, the classification and salary shall be mutually agreed upon by the parties hereto.
- 12.03 In recognition of Article 4, Employer's rights, specifically the right to alter work duties and work, an individual can approach the Provincial Director accompanied by a union steward. The parties agree that this meeting shall be initiated after the employee and their steward have met and determined that there are credible reasons for requesting a meeting with the Provincial Director. All requests shall not be unreasonably denied.

## **ARTICLE 13 – HEALTH AND WELFARE**

- 13.01 The employer will cover all employees under the Workplace Safety and Insurance Act, 1997 (formerly known as the Workers' Compensation Act).
- 13.02 New employees will receive full benefits no less than 30 calendar days from the date of employment. The employer agrees to pay the full applicable cost for each employee of the following:
- EHT or equivalent Benefits described generally below under contract with the Canada Life Insurance Plan:
    - a) Life Insurance and Accidental Death and Dismemberment Insurance equal to two times annual earnings to the nearest \$1000. Increase maximum to \$120,000.
    - b) Dependent Life Insurance at \$10,000 for spouse and \$5,000 per child
    - c) Long Term Disability Insurance to 75% of monthly earnings
    - d) Healthguard 100, including employee's dependents
    - e) Healthguard Basic Dental, including employee's dependents - plus orthodontic option and restorative option Visioncare, including employee's dependents. Visioncare coverage to be \$300.00 every 24 months, plus the cost of eye examinations every 24 months.
    - f) Paramedical coverage of \$1000 per provider
    - g) Addition of Psychotherapy/Psychotherapist under the pre-existing therapy benefit.
- 13.03 In the event of a layoff, employees shall continue to receive benefits outlined in 13.02

above, with the exception of 13.02 (c) for a period of three months. Affected employees shall have the option of continuing benefit coverage for an additional nine months provided they advise the employer in advance of their desire to do so and provide payment of the monthly premiums.

#### **13.04 Health Spending Account (HSA)**

The Employer will provide a Health Spending Account of \$500 to each permanent and term employee, each year effective January 1, 2021.

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

Employees will be reimbursed for incurred expenses only.

If temporary employees are kept beyond 90 working days, they shall be entitled to access to the Health Spending Account. To access any amount of the HSA, temporary employees will need to submit receipts and they will be reimbursed. For greater clarity, temporary employees will be entitled to \$500.00 once they work beyond 90 working days. Any amount of receipts submitted shall be deducted from the HSA balance and the balance will remain until the total amount is used within the calendar year.

### **ARTICLE 14 – PENSION**

14.01 The Canada Life Pension Plan, agreed to by the employer and the union January 1, 1975 is revised November 24, 1981 to change the funding vehicle and to provide a group Registered Retirement Savings Plan to carry voluntary employee contributions, remains in effect and covers all Permanent full-time Employees, Permanent Part time Employees and Term Employees

14.02 The employer's contribution will be 7% of salary including taxable benefits and COLA when rolled in.

14.03 The employer will pay all administrative costs for the plan.

### **ARTICLE 15 – RETIREMENT AGE**

15.01 Except with the consent of both the employer and the union, no employee to whom this agreement applies shall be retained in the service of the employer beyond the normal retirement date referred to in the Canada Life Pension Plan.

15.02 Employees as of retirement age 62 or greater will receive a lump sum payment of one half of one percent (1/2%) of gross annual salary at time of retirement for each full year of service.

### **ARTICLE 16 – DISCRIMINATION**

16.01 Subject to Section 16.02 there shall be no discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, sexual orientation gender identity, gender expression, and age, marital status, family status or disability in regard to hiring, promotions, lay-offs, dismissals, rates of pay or other terms or conditions of employment.

16.02 Nothing in this article shall be interpreted to limit or detract from the provisions of Article 15. It is understood that in accordance with the OHRC, there shall be no mandatory retirement at age 65.

## **ARTICLE 17 – SAFETY, HEALTH, AND COMFORT**

17.01 The employer shall make all reasonable provisions for the safety, health, and comfort of the employees during working hours, and the union may from time to time propose and discuss with the employer suggestions for improvements in the physical conditions of work.

17.02 Any use of mobile phones for party business must be authorized by the Provincial Director. The employer will provide a mobile phone for staff required to use one for party business only.

17.03 The employer recognizes that the temperature in the building should not be lower than 18C nor higher than 25C. If the temperature exceeds these figures the employer shall take the necessary steps to bring temperature into this range.

17.04 The parties agree to establish a health and safety committee which shall consist of two members from the employer and two members for the union. The parties shall mutually agree on the terms of reference to this committee which shall be in accordance with the OHSA. The employer shall cover the cost of certification training for a minimum of one (1) worker member of the committee. Such training shall be provided through the Workers Health and Safety Centre.

## **ARTICLE 18 – RIGHTS AND PRIVILEGES**

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

## **ARTICLE 19 – GRIEVANCES AND DISPUTES**

19.01 In the event of a grievance by an employee, the employer or the union, or in the event of a dispute between the parties as to the meaning or effect of this agreement it is agreed that there will be no stoppage of work but that the following procedure will apply

**Step 1:** The grievance or dispute shall be taken up by the duly authorized representative or representatives of the union with the employer's Provincial Director or by the Provincial Director with the union representative or representatives, with a view to the negotiation of a mutually satisfactory settlement. The grievance will be brought to the attention of the other party within fourteen (14) working days after the

occurrence of the incident which gave rise to the grievance.

**Step 2:** If a settlement has not been reached at Step 1 after the expiration of fourteen (14) working days, the main facts relating to the grievance or dispute shall be submitted in writing by the party initiating the matter within fourteen (14) working days to the authorized representative to the Party. It shall thereupon be the subject of discussion and negotiation between the union representative or representatives and the employer's administrative committee within thirty (30) working days. The Administrative Committee shall give a response in writing within fourteen (14) working days of the above mentioned meeting.

**Step 3:** Failing settlement at Step 2, within thirty (30) working days the grievance or dispute shall be referred to an arbitrator, by either party, to be named by mutual agreement of the parties, and the decision of the arbitrator shall be final and binding on both parties.

The Arbitrator shall not be authorized to make any decision inconsistent with provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the Union and the Employer. Each party shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the two parties.

## **ARTICLE 20 – General**

20.01 Employer to pay authorized full direct moving costs for any person transferred to another location which requires moving of household.

20.02 The employer will supply a statement of pay deductions to each employee for each pay period.

20.03 The employer agrees that upon the death of an employee, that monies to their credit at time of death will be paid to their beneficiary or estate.

20.04 The employer agrees to provide a proper recording format for vacations, sick leave and flex-time which is to be itemized as appropriate by the employer and by the employee (e.g. on the day of return from a leave). A copy of their record shall be provided to each employee annually on January 1st for reconciliation and written verification by both the employee and the employer.

## **ARTICLE 21 – SEVERANCE PAY**

21.01 It is the desire of the parties to this collective agreement to provide full and efficient employment.

21.02 An employee who has completed the probationary period is eligible to benefits under this clause provided they meet the stipulation of 21.06 below.



- 21.03 Severance Pay shall be computed on the basis of half a month's salary for each eligible employee's full year of seniority, and pro-rated at that rate for any increment of time less than one year. In the event of the death of an employee their severance entitlement shall be paid to their beneficiary.
- 21.04 A week's pay for an eligible employee shall be the employee's normal straight-time weekly salary for the last full week worked.
- 21.05 An eligible employee who is affected by lack of work and who declines an opportunity to displace into a job under the provisions of this collective agreement where the job opportunity has a salary rate of pay within 10% of the salary of the job from which the employee is being removed due to lack of work, will not be considered laid off due to lack of work for the purposes of Severance Pay Plan.
- 21.06 Severance pay is payable to employees upon severing their employment. An employee will be entitled to severance pay and may request such upon the following conditions a) at the time of layoff or b) any time after the 12th month of layoff. If an employee chooses to access severance pay, it is hereby understood that they have severed their employment.
- 21.07 When severance pay becomes payable employees will have the option of receiving severance monies in one lump sum payment or in bi-weekly installments equivalent to no less than their weekly salary.
- 21.08 The means of financing the Severance Pay Plan shall be discussed from time to time between the employer and the union and shall be set out in an appendix to this agreement.

## **ARTICLE 22 – EDUCATIONAL LEAVE**

- 22.01 After three (3) years of service, all employees shall be eligible to be compensated for 100% of the tuition fee of each course successfully completed, provided that prior agreement has been reached that the course is job related and mutually beneficial to the employee and employer and provided that taking the course does not interfere with or impede in any way the normal performance of the employee's duties. Written pre-authorization must be granted to the employee by the employer. In the case where the employee is unable to complete the course because of an election being called or other unanticipated demands by the employer, the employer will pay 100% of tuition costs.
- 22.02 After five (5) years of service an employee will be eligible for an education leave up to a maximum of 2 months to pursue full time a planned program that is mutually agreed will be of benefit to employee and employer, provided that the employee agrees to continue their employment for two years. Should the employee terminate their employ of their own accord, the employee will be required to pay back the salary and portion of benefits received during the leave on a pro rata basis by month. Written pre-authorization must be granted to the employee by the employer. The employer will pay 75% of basic salary and 100% of health-related and pension benefits and life insurance and year-end bonus. It is understood that such a leave must be taken at a time mutually satisfactory to the employer and the employee, with priority given to

those with most seniority.

In the event of an election being called or other major unanticipated event, the employer shall have the right to postpone the leave of absence or recall an employee on leave of absence.

## **ARTICLE 23 - GENERAL**

### **23.01 Joint Labour Management Meetings**

The parties agree to meet quarterly or at the request of either party to resolve workplace and contract issues when requested to do so in writing by either party. The written request will include the particulars to be discussed. The parties will have no power to alter the collective agreement. Decisions of the Joint Labour Management Committee will be binding on both parties.

### **23.02 Time Sheets**

The parties agree that employees shall submit a monthly time sheet provided by the employer. Such time sheet shall include overtime, lieu time, sick leave, leave of absence, vacation leave, paid holidays, etc.

### **23.03 Confidentiality**

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

## **ARTICLE 24 – TECHNOLOGICAL CHANGE**

24.01 The employer shall make available to the union, all information concerning existing systems and the introduction of new systems three months before the introduction of any technological or other changes, which affect the rights, conditions, wage rates, or workloads of the employees. This information shall include such items as the name and type of systems, type of components, likely effects etc.

24.02 It is agreed that no staff will be laid off or have their salaries reduced as a result of any technological change.

24.03 The employer shall provide adequate training for all employees required as a result of new methods or technologies.

24.04 The employer will establish an Ergonomics Committee consisting of two members of the bargaining unit, selected by the bargaining unit and one representative of the employer. This committee will study the subject of office ergonomics and will make recommendations to the employer regarding ergonomic improvements they deem

necessary or pertinent to an ergonomically compatible workplace. The employer will establish an annual budget for ergonomic improvements and the employer and the Ergonomic Committee will jointly determine how this budget will be applied to office improvements.

The employer shall provide committee member's reasonable time off the job for their investigation and education in the above areas, In addition, time will be provided to educate staff on ergonomic matters.

24.05 If, as a result of using a VDT, it becomes necessary for corrective lenses or spectacles being required on a more frequent basis than that provided under Article 13, the employer will cover such additional costs.

24.06 The employer recognizes that some pregnant employees have concerns about working on VDT's.

Where possible such an employee shall be offered alternative work with no loss in pay. The Union, the Employer and the employee shall co-operate to ensure that where possible an alternative assignment is made available.

24.07 Each VDT will be inspected for radiation emissions, both ionizing and non-ionizing, not less than once every twelve months.

24.08 Photocopying equipment will be inspected for hazardous emissions.

## **ARTICLE 25 – EXPENSES**

25.01 Employees who are authorized to use a vehicle for work purposes will be provided with a rental car. The cost of fuel for rental vehicles is to be covered by the employer. Such rentals will be approved by the Provincial Director or designate.

Staff will receive mileage of \$0.48 cents per km for all authorized business kilometres driven with their own vehicle. Staff will only be reimbursed for business trips not trips between home and Provincial Office. Other authorized travel expenses for such as ground transportation, air or ground transportation fees and parking fees will be reimbursed by employer or reasonable travel costs will be reimbursed.

All employees who are eligible for mileage are required to submit a detailed log of kilometres driven monthly.

25.02 Employees shall be reimbursed for all work-related parking costs for which receipts are submitted.

25.03 For out-of-town assignments requiring an overnight stay, there will be reimbursement for hotel accommodation plus meal allowance of \$52.00 per day and \$36.00 for the day of return.

25.04 During elections, employees assigned to work in local election campaigns shall receive the out-of-town per diem.

25.05 Out of pocket expenses will be paid for authorized purposes and upon production of receipts and explanation.

25.06

- a) Employees will have access to child care at Provincial Party events which they are required to attend in the course of their employment on the same basis as provided to other Party members who are attending the function.
- b) Notwithstanding Section 25.12 (a) when an employee is required to work a full election campaign as provided under Section 8.3, receipted childcare expenses in excess of \$1,000.00 per month shall be paid by the employer up to a limit of \$300.00 per employee.

25.07 The employer will pay for a work phone in an office if necessary. If home base is used, the employer will pay long distance service upon submission of a detailed record.

## **ARTICLE 26 – SUCCESSOR RIGHTS**

26.01 In the event that the employer shall, by merger, amalgamation, acquisition, re-creation, or by any other means enter into agreement with any other organization, which in whole or in part affects the existing bargaining unit, such successor shall be bound by each and every provision of this collective agreement. The employer shall have the affirmative duty to call this provision of this Agreement to the attention of all parties.

## **ARTICLE 27 – COST OF LIVING**

27.01 A cost of Living Allowance for all employees will be implemented in the following manner:

Effective the payroll period next following the release by Statistics Canada of the February, May, August and November Consumer Price Index, a cost of living adjustment based on 1981 equals 100 will be made to all salaries.

- Such adjustment will be calculated on the basis of \$.01 per hour for each .100 increase in the all-items Metropolitan Toronto Index (calculated exactly) multiplied by 32.5 hours per week in the case of support staff in levels 1, 2 3,4, and 5. In the case of staff in Levels 6 and 7, 44 hours per week will be used to calculate and determine their COLA Calculation.

Such total increase as of the August figures will be rolled into the basic salary, all levels and categories, on January 1 of the following year each. The August figure each year will become the new base for the COLA calculations.

In the event of a change in pay that is related to a year end taxable benefits adjustment, either an increase or decrease, the affected employee(s) shall receive a minimum of seventy-two (72) hours notice.

## **ARTICLE 28 – CONVENTIONS**

28.01 It is agreed that all staff will contribute their time to the work at the convention at no charge to the employer for extra hours involved over and above the normal working week. All staff shall receive reimbursement for authorized expenses including hotel accommodation plus meal allowance up to \$60.00 per day and \$40.00 per day for the day of return. All staff shall receive a day's holiday with full pay over and above that indicated in Article 8.02. All other authorized expenses incurred shall be chargeable.

#### ARTICLE 29 – GENERAL

29.01 This agreement shall become effective April 1, 2021 and shall remain in force until March 31, 2024.

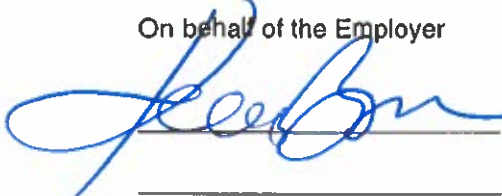
29.02 Any part of this agreement may be open to negotiation during the life of the agreement if mutually agreed by the parties hereto. Any new memorandum of agreement reached under this section shall become a part of this contract.

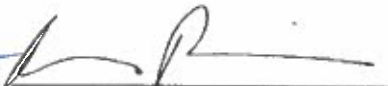
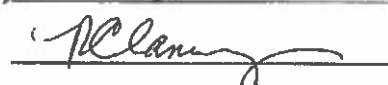
29.03 Either party may, not less than 30 days nor more than 60 days before any expiry date, give written notice of revision or termination of this agreement, setting forth, in the case of notice of revision, the manner in which it is proposed that the agreement should be revised, and in the case of notice of termination, proposed terms of new agreement.

29.04 Forthwith upon the giving and receipt of such notice, the parties shall enter into negotiations for the revision of this agreement or for the conclusion of a new agreement, and during the period of such negotiations, this agreement shall remain in full force and effect.

On behalf of the Employer

On behalf of the Union

  
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\_\_\_\_\_

  
  
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## APPENDIX I

The following job descriptions for the office employees are only outlines and are not intended as complete indications of the work required.

Director of Political Action, Education & Training is responsible to develop a comprehensive political, organizational and strategic plan throughout the election cycle that includes riding development, training and education of Ontario NDP volunteers.

Director of Communications & Policy is responsible to develop and implement appropriate communication strategies with respect to the portrayal of the Ontario NDP internally and externally in a manner consistent with our strategic vision and objectives

Director of Fundraising & Donor Development is responsible for developing, overseeing and expanding the Party's fundraising and development activities including donor relations, special events, major donor campaigns, telemarketing, direct mail, prospecting and receipting.

Membership Services Coordinator is responsible for the entire cycle of recruiting, signing up and retaining members. The Membership Coordinator provides strategic planning including identifying prospective membership recruitment opportunities, setting membership targets and membership service delivery objectives for the organization.

Accountant is responsible for the for entire cycle of financial reporting of Provincial office including the development and administration of accounting policy and procedures and timely preparation of all financial information and administration of all financial processes and provision of advice on matters pertaining to accounting processes and principles.

Riding and Committee Liaison Officer is be responsible for providing advice and counsel to ridings and ONDP Committees to help them fine-tune their comprehensive political action plan. Riding and Committee Liaison Officer actively links riding associations and committees to the provincial election or issue-based campaigns by providing guidance in developing and setting local/topical priorities and objectives.

Education & Training Liaison Officer is responsible to identify and respond to the learning needs of ridings, staff and volunteers at all levels of the organization, including the committees.

Special Events & Donor Development Officer is responsible for donor relations through fundraising special events and major donors asks.

Information Technology Officer is responsible for all aspects of information technology including database management, system administration and maintenance for the Ontario NDP and its departments, including liaising external riding associations.

Membership Services Clerk is responsible to provide front-line services to members, riding associations, and committees regarding new membership, renewals of membership and affiliations.

Fundraising & Donor Development Clerk is responsible to provide front-line services to members, riding associations, and committees regarding fundraising and donor development including issuing and reconciling tax receipts.

Office Manager is responsible to ensure an effective, efficient operational environment is responsible for the day-to-day operations of the organization.

Executive Assistant to Provincial Secretary is responsible to proactively assist and support the Provincial Secretary in the operation of the Party taking particular responsibility for administrative support to the Provincial Council, Executive, Party Committees and other departments.

## **APPENDIX II**

### **LETTER OF INTENT**

(Effective January 1, 1997 and revised June 2005)

- a) The Employer and the Union agree that there shall be no layoffs during the life of the collective agreement unless Party's Provincial Executive authorizes same.
- b) It is understood that such authorization is to be applied without delay. Its effect is not portable into the future nor can it be applied retroactively. To this effect, the parties agree that notices of layoff made possible by this authorization must be issued to affected employees not later than thirty (30) days after this authorization has been granted by Provincial Executive.
- c) The parties agree that prior to any discussion of lay-off taking place at Provincial Executive, the Administrative Committee shall undertake a process of formal consultation with the bargaining unit to determine what additional options are available to the parties other than lay-off. It is agreed that prior to the decision of the Provincial Executive, one representative from the Bargaining Unit or their designated representative, may make a presentation to the Provincial Executive meeting which considers the matter of layoff.



## **APPENDIX III**

At the one-year anniversary of this agreement either party to this agreement may request a review of the mileage rate in Article 25.01. The review of the mileage rate shall be completed within 30 days of the one-year anniversary.

### **LETTER OF UNDERSTANDING #1**

#### **Policy**

##### **Travel**

Method of transportation for work related travel will be selected with consideration added for the financial obligation of the Party where appropriate. The most economical option will be chosen taking into account staff travel time as well as cost of travel method. Time spent traveling will be considered as time worked

##### **Taxi travel**

Taxi travel during working hours will not be the primary method of transportation covered by the Ontario NDP where a public transit option exists. Public transit is the preferred method of travel for all employees, where appropriate. Exemptions are to be made for pre-authorized travel which includes transporting large objects request approval at the earliest possible opportunity and such requests shall not be unreasonably denied.

This is a weird copy and paste of a previous section—should be deleted



## LETTER OF UNDERSTANDING #2

### Working Remotely

In some circumstances it may be reasonable for employees to work from home up to two (2) days per week. Employees are required to obtain prior approval from their supervisor to work from home. The employee shall submit a work plan to the supervisor for approval a minimum of two (2) days prior to commencement.

Employees shall not be entitled to any additional compensation, tools, equipment, or expenses while working from home, except as otherwise agreed between the parties.

A maximum of two (2) employees per day per department shall be approved for a work from home accommodation at a time, except as otherwise agreed between the parties.

When more than two (2) employees make a request within the same department for the same day, the individuals with most seniority will be approved for accommodation.

Request shall not be unreasonably denied.

Notwithstanding the above, some exceptional circumstances, such as inclement weather, would not be subject to the 2 days' notice or the limit to department.

The above provisions are not applicable to Reception/Administrative Staff, except as otherwise agreed between the parties.

The option to work remotely is not available except under extraordinary circumstances within six (6) months of writ as well as during the writ.

## **LETTER OF UNDERSTANDING #3**

### **Anti-Harassment Policy**

A joint union-management committee shall be established to review and finalize policy which shall then be appended to and form part of the collective agreement and shall provide for an annual review of the policy.

**Appendix IV  
Salary Grid/Classification**

Class	Job Description	Salary Range	Annual Start Rate	YR 1	YR 2	YR 3	YR 4	YR 5
1	Reception/General Clerk	49070.24-52444.99	49070.24	49633.09	50756.44	51319.29	51882.14	52444.99
2	Administrative Assistant	55603.79-61029.61	55603.79	56536.15	57658.89	58782.23	59906.19	61029.61
3	Membership Services Clerk	57146.71-61990.08	57146.71	57496.28	58613.86	59743.35	60866.74	61990.08
3	Fundraising/ & Donor Development Clerk	57146.71-61990.08	57146.71	57496.28	58613.86	59743.35	60866.74	61990.08
4	Executive Assistant/Office Manager	60303.87-65360.18	60303.87	60866.72	61444.91	63113.44	64236.82	65360.18
5	Officer	71497.63-77281.95	71497.63	72561.81	73884.65	75035.23	76158.63	77281.95
6	Organizer	84918.91-89638.96	84918.50	85145.50	86268.86	87335.41	88515.61	89638.96
7	Accountant	86042.28-90762.32	86042.28	86268.86	87392.23	88515.58	89638.98	90762.32
7	Director	86042.28-90762.32	86042.28	86268.86	87392.23	88515.58	89638.98	90762.32
	Temporary Level A (hourly) CLK. Telemarketing	20.00						
	Temporary Level B (salary) Campaign Organizers	49070.24						

**PhoneBank**

Class		Start	YR 1	YR 2	YR 3	YR 4	YR 5
1	Supervisor	50457.31	51718.14	55031.71	54337.00	55695.41	57087.81
2	Assistant Supervisor/Major Donor	21.63	22.28	22.95	23.64	24.34	25.08
3	Phone Bank	20.00	20.60	21.22	21.85	22.51	23.18

## Seniority List

Name	Seniority Date	Job Classification
Danielle Ouellette	February 13, 2006	Executive Assistant
Andrew Martin	April 7, 2008	IT Officer
Andrew Pulsifer	November 1, 2010	Development Clerk
James McInnes	November 3, 2010	Internal Compliance and Field Officer
Nathan White	June 27, 2011	Development Clerk
Ashley Shiwprasad	February 3, 2014	Accounting and Membership Services Clerk
Jessie Macaulay	October 11, 2016	Organizer
Bailey Sargent	February 3, 2021	Receptionist and Administrative Assistant
Qudus Abusaleh	November 25, 2022	Digital Director
Ann Marie Ellpa	June 20, 2023	Digital Putreach Specialist