

# COLLECTIVE AGREEMENT

- between -

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS  
(The “Employer”)

- and -

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, LOCAL 343  
(The “Union”)

April 1, 2023 – March 31, 2027 Agreement

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## 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 – MANAGEMENT RIGHTS

- 2.01 The Employer continues to have the right to manage the operations of the workplace and direct all employees employed within the Caucus, including those employees covered under this Collective Agreement, subject to the provisions of this Collective Agreement.
- 2.02 The Employer agrees that in administering this Collective Agreement, it will act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.
- 2.03 The Parties agree that all changes in working conditions such as expansion or reduction of operations, work schedules, and supervision shall fall under the Employer's management rights, except where otherwise provided in this Collective Agreement.
- 2.04 This Collective Agreement outlines the terms and conditions of employment for all employees covered under the Agreement. Where the Collective Agreement is silent on a term and/or condition of employment, the Parties agree that the Members' Guide shall govern, as applicable.

## ARTICLE 3 - UNION SECURITY AND SENIORITY AND JOB OPPORTUNITIES

- 3.01 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.
- 3.02 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.
- 3.03 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.

3.04 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, accommodations and per diems for an annual, in- person Labour-Management meetings and will conduct virtual meeting once every two months scheduled to the convenience of all parties.

3.05 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.

### 3.06 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, dies in office and the New Democratic Party continues to hold the seat until the next election, the Constituency Office staff have the choice to continue with full seniority rights or elect to receive pay in lieu of notice of layoff in accordance with Article 23.

When permanent Constituency Office staff elect to receive pay in lieu of notice of layoff, thereby creating vacancies in the Constituency Office, the Caucus shall hire no more than two (2) temporary employees until the results of a by-election are announced.

If any such Employee who elects to continue 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, removal or death of a Member shall be retained for a period of three (3) years. Should the person be returned to a position within the three (3) 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 (1) year), and leave under a WSIB claim, up to a period of thirty-six (36) months, unless otherwise provided.
- (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 successfully grieving a decision of discharge or the discharge is otherwise reversed, the Parties agree that seniority will be restored and be retroactively calculated.
- (f) When a Member is removed or resigns from Caucus and the Constituency Office staff do not continue their employment with the Member, the employees will be considered laid off with all the rights and privileges of Article 3.06(c), Article 23.02 and Article 23.03. Should the Constituency staff choose to continue employment with the Member who was removed or resigned, they will be no longer be a COPE 343 member nor covered under the terms of this Collective Agreement.

### 3.07 Job Opportunities

#### (a) Constituency Offices

All job vacancies covered under this collective agreement, including part-time, full-time, 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 as early as reasonably possible. Postings shall be for five (5) working days and shall include a brief description of the job duties, qualifications, name of the Member, and location of the office. Only those internal Employees

submitting an application during this five (5) working 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 Operations and Human Resources that they wish to be notified in the event of a vacancy and indicating a point of contact for such notification.

When a position is posted, the following procedure shall be followed. Permanent Employees shall be considered first. In filling vacancies with internal applicants, an applicant must be able to demonstrate the ability to perform the job as specified in the job posting. Where two or more internal candidates demonstrate said ability, seniority shall be the determining factor.

Notwithstanding the above, when filling vacancies in remote locations, the Employer may concurrently post the vacancy internally and externally. Internal candidates shall be considered first before external candidates.

(b) A copy of all job postings shall be sent by e-mail to all stewards, with a copy to the Union office.

(c) 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.

### 3.07 Temporary Employees

Temporary Employees are those Employees hired to fill temporary positions of not more than one hundred nineteen (119) days. Temporary positions shall not be extended beyond one hundred nineteen (119) days, and any temporary Employee kept beyond one hundred nineteen (119) days shall be considered a permanent Employee.

Notwithstanding the above, a temporary employee will not be considered a permanent employee when the temporary Employee is replacing a permanent Employee on maternity/parental/adoption leave, long-term disability leave, education leave, regardless of duration, or an approved unpaid leave or sick leave for a period of up to six (6) months. Temporary vacancies of up to ten (10) weeks need not be posted in accordance with *Article 3.07*; 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.

Where a temporary employee successfully posts into a permanent position, they shall not be required to complete a probationary period.

### 3.08 No Contracting Out

There shall be no contracting out of bargaining unit work except where there is agreement from the Union.

### 3.09 Volunteers

Constituency Office Staff will not be responsible for the management of volunteers, including but not limited to training, orientation, evaluation, monitoring of work, and disciplinary measures.

Volunteers within the constituency office will not engage in Bargaining Unit work.

### 3.10 New Staff Orientation

Not later than the completion of twenty (20) working days following the date of hire, the Employer shall provide to the Chief Steward, or their designate, the name and contact information of all new Employees including any new hires on temporary contract. Within forty-five (45) days following the date of hire, the Chief Steward, or their designate shall be provided with one (1) hour during working hours to meet with the new Employee/Employees to provide an overview of the Collective Agreement, etc.

Immediately upon hiring a new Employee, the Employer shall provide an electronic copy of the Collective Agreement as part of their onboarding. A new employee shall also be provided with: (1) The name, location and work telephone number of the steward; and (2) An authorization form for union dues check-off. Upon request the Employer shall advise the steward of the name, location and work telephone number of the new employee.

Within sixty (60) days of ratification, the Caucus will provide all elected Members a copy of the ratified collective agreement and provide a fulsome review of the revised collective agreement.

No later than two (2) months after the end of an election, all newly elected Members will be orientated on the collective agreement, provided with an electronic copy of the agreement. In addition the Employer will ensure that all Members are walked through in detail the collective agreement.

## ARTICLE 4 - UNION LABEL

- 4.01 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 5 - RIGHTS AND PRIVILEGES

- 5.01 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.
- 5.02 The Employer continues to have the right to manage the operations and direct the employees subject to the specific provisions of this Agreement.
- 5.03 The parties shall update each other in writing with name, email address and telephone number of all persons who hold Official Union positions, including but not limited to the Union Steward(s), Union representatives, the Director of Operations and Human Resources, and relevant HR personnel, within two (2) weeks of any changes to the incumbent.

## ARTICLE 6 - JOINT COMMITTEES

- 6.01 A Joint Labour-Management committee of members of the Employer and the Union shall meet every three (3) months. The Committee will be defined as follows:

The Committee shall be a permanent Joint Committee of the two (2) parties. The Employer may have up to four (4) representatives to serve on this Committee. The Union may also have four (4) members to serve on this Committee. The Union Representative(s) reserves the right to attend these meetings, inclusive of the four (4) attending members. 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 more than three (3) months shall lapse between meetings.

The committee is responsible for discussing the joint concerns of the Employer and the Union and specifically reviewing any joint concerns relating to Technological Change and Employment Equity.

No decisions of the committee shall be binding on the Union as a whole or the Employer without the joint, signed 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.

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.

#### 6.02 Health and Safety

The Joint Health and Safety Committee shall be responsible for post-incident debriefs and post-incident responses, which shall include, but not be limited to incident documentation, ensuring employees have access to counselling, workspace reviews and reviews of safety protocols.

The Joint Health and Safety Committee of members of the Employer and the Union shall meet every three (3) months. The Committee will be defined as follows:

The Committee shall be a permanent Joint Committee of the two (2) parties. The Employer may have up to three (3) representatives to serve on this Committee. The Union may also have three (3) members to serve on this Committee. The Union Representative(s) reserves the right to attend these meetings, inclusive of the three (3) attending members.

The Employer, in consultation with the Health and Safety Committee and Union will ensure educational programs and training deemed appropriate by the Employer to protect workers are undertaken. The Employer agrees appropriate training and information on the prevention of violence and harassment to all employees who come in contact with potentially aggressive persons. This training will be required on an annual basis for all employees.

The parties to the Collective Agreement recognize their obligation to establish and maintain a safe and healthy work environment and comply with the provisions of the Occupational Health and Safety Act (R.S.O 1990, c.0.1) and its regulations as may be amended from time to time.

The Employer recognizes that the safety of its Employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

#### 6.03 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.

#### 6.04 Public Safety

The parties to the Collective Agreement recognize their obligation to establish and maintain a safe and healthy work environment and comply with the provisions of the Occupational Health and Safety Act ( R.S.O 1990, c.0.1) and its regulations as may be amended from time to time.

The Employer and the Union shall work together to make all necessary provisions to ensure Employees' personal safety during working hours. Employees shall have the right to lock the door in the event of hostile constituents and/or third parties. Unless the Employee reasonably believes there is an immediate threat to their safety, the Employee shall advise the Employer before they lock the door. In all 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. Where an Employee is usually not alone in the office, and there is an anticipated absence of another member in the office beyond two (2) continuous weeks, the Employer will consult with the Employee and the Union about addressing the specific safety concerns and will endeavour to accommodate reasonable requests for support.

Within sixty (60) days of ratification, the Caucus will contact Precinct Properties to request a security and safety assessment for all Constituency Offices, unless an assessment has been conducted within the last twelve (12) months and the recommendations were implemented to mutual satisfaction between the Member and the Constituency Office Staff.

#### 6.05 VDT/Monitors

Whereas the Employee is exposed to computer monitor/VDT for extensive periods, the Employee is entitled to a ten-minute break every two hours to do work-related activities that do not involve a monitor.

Adjustments to lighting, seating and other aspects of office design and equipment related to the installation of computer monitors shall be subject to approval of the Joint Health and Safety Committee. Such adjustments shall be considered whenever an Employee begins permanent work at a workstation and/or where appropriate.

An Employee who averages more than ten 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; examinations fees; and the direct costs of lenses, frames, or contact lenses, where these items are related to work on the VDT/monitor and not covered by the legislative assembly. The cost to Caucus for eyewear is limited to \$150 for each Employee requiring lenses, frames, or contact lenses. Such expenses do not include replacement costs for lost items reissued or changed where there is no change in the prescription.

Employees are encouraged to use their benefit packages to undergo examinations by an ophthalmologist or optometrist throughout the duration of their Employee coverage term, as the Employee sees fit.

In the event that Employees who work with computer monitors experience work-related problems and other health concerns, such as eye strain and headaches, the workstation and the work environment shall be reviewed to determine if any adjustments will resolve these problems. If so, those adjustments will be implemented, and appropriate workplace



accommodations will be made. Where the problems cannot be resolved, the member shall guarantee the Employee employment at equal pay.

#### 6.06 Stress and Burnout

The Employer shall provide an Employee Assistance Program to all Employees. As necessary, the Labour Management Committee shall investigate and proceed, if applicable, on the implementation of a Union Counsellor or Employee Assistance Program.

To further prevent the development of stress and burnout in the workplace, all Members shall arrange regular staff meetings to be held in their office or virtually 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.

When such meetings identify workplace stress and/or workload issues that cannot be resolved in the course of the meeting, the Union and HR shall meet to review workplace practices to identify opportunities to reduce workplace stress and achieve reasonable workloads. Such reviews shall not form the basis for disciplinary action.

Every Employee shall be provided with the knowledge, techniques, and services available to them to handle stress and burnout.

The Employer in acknowledgment of the stressors in the workplace that Employees face on a continuous basis will provide training with a registered social worker/psychotherapist with expertise in anti-racism and anti-oppression frameworks, to assist employees in addressing the impact to their mental health that their workload creates. Employees may access counselling sessions with said professionals through referrals administered by the benefits provider.

The Employer has an obligation to review workload on a regular basis to ensure the fair, reasonable and equitable distribution of work.

The Employer acknowledges the Union has a role in identifying workload issues. The Employer and the Union agree to discuss and resolve workload issues through the Labour Management Committee.

The Employer agrees that where excessive workload issues are identified, it will not be used as the basis for discipline or form part of a performance evaluation.

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

#### 6.06 Workplace Violence, Domestic Violence, Harassment, and Sexual Violence and Harassment

- (a) All definitions of and policies regarding workplace violence, domestic violence, harassment, and sexual violence and harassment shall correspond with the Occupational Health and Safety Act.
- (b) The Employer commits to updating and upholding the clauses found in the Ontario New Democratic Party Caucus: Workplace Violence, Discrimination, and Harassment Policy.
- (c) The parties agree that a claim or complaint, that this Article has been violated, shall be dealt with as expeditiously as possible. The Employer commits to maintaining an updated Workplace Violence Discrimination and Harassment Policy. The Joint Health and Safety

Committee shall also assume responsibility for discussing and reviewing workplace violence and harassment prevention strategies and workplace improvements.

- (d) It is understood and agreed that the responsibility for compliance under this Article rests with both the employee and the Employer.

#### ARTICLE 7 - MINIMUM STANDARDS OF EMPLOYMENT

- 7.01 No Employee who has completed their probationary period as provided for in *Article 3.05* shall be discharged or disciplined without just cause. The Employer shall recognize and abide by the principles of progressive discipline.
- 7.02 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.
- 7.03 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.
- 7.04 An Employee who alleges that the discipline or discharge is without just cause may file a grievance in accordance with *Article 23 - Grievance Procedure*.
- 7.05 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.
- 7.06 An Employee's disciplinary record shall consist only of those items that have been previously brought to the Employee's attention.
- 7.07 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 8 - SALARIES AND HOURS OF WORK

### 8.01 Salaries

	4/1/2023	4/1/2024	4/1/2025	4/1/2026
	8%	6%	3%	2%
Start Rate (3% on \$65,220.13)	\$67,176.73	\$71,207.34	\$73,343.56	\$74,810.43
3 months (5% on \$65,220.13)	\$68,481.14	\$72,590.00	\$74,767.70	\$76,263.06
12 Months (8% on \$65,220.13)	\$70,437.74	\$74,664.00	\$76,903.92	\$78,442.00

In the event that the Members Global Basic Budget are increased by 1% or more during the term of this collective agreement, wages will be increased by an additional 1% in the year the budget increase applies, with the exception of the 2023 and 2024 fiscal years.

### 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 of a Constituency Assistant, pro-rated to 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 be withheld. Part-time Employees are those Employees hired to regularly perform no more than sixteen and one-half (16.5) hours of work per week. A Part-Time employee may agree to work more than seventeen (17) hours of work per week.
- (c) For the purposes of conversion, 1690 hours is the equivalent of one year of full-time service and for calculating seniority time.

### 8.03 Hours of Work

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

There shall be two (2) paid fifteen (15) minute breaks, one in the morning and one in the 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. If there is only one staff person in the office, they may close the office for one hour while staff are on lunch provided they advise their MPP of the closure.

Notwithstanding the above, employees shall have the option of working a four (4) day week with mutual agreement of the Member.

- (b) Should an employee wish to work from home, they may request approval from the Member. Approval from the Member shall not be unreasonably withheld.

- (c) Inclement Weather:

If local schools are closed due to inclement weather, the constituency office shall be also closed. Where employees have exercised reasonable caution, they shall not lose pay or incur discipline when travel to work is unsafe due to localized

weather patterns. In either event, work that can be performed remotely shall continue.

- (d) There shall be no split shifts except by mutual agreement of the parties. All Employees should complete timesheets provided by the employer on a daily basis and provide them to the Employer at the end of the month.

#### 8.04 Overtime

- (a) Hours worked in excess of the of thirty-two one-half (32.5) hours a week shall be deemed overtime. It is agreed that employees will not be required to alter their regular working hours, to avoid incurring overtime when working on weekends or exceeding the standard work hours.

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:

- Hours worked beyond thirty-two one-half (32.5) hours a week up to thirty-nine (39) - time and one-half (1.5)
- Hours worked in excess of thirty-nine (39) - double time
- Hours worked by a FT employee on a Sunday - double time
- Paid Holiday – double time in addition to the holiday pay for that day

Upon mutual agreement, a FT employee working on a Sunday may take time off in lieu of overtime, equivalent to the double time rate.

Part-time employees who work beyond sixteen and half (16.5) hours a week up to thirty-two one-half (32.5) hours will be compensated for overtime at a rate of straight time. All hours over thirty-two one-half (32.5) hours will be as per compensation detailed above. Upon mutual agreement, a PT employee may take time off in lieu of overtime.

For clarity, there is no pyramiding of benefits.

At the option of the Employee, the Employee may request time in lieu of overtime pay at the appropriate premium rate. The Employer and Employee shall determine when such time will be taken within thirty (30) days of it being earned, such requests shall not be unreasonably denied. If at the end of the 30-day period, a mutually agreeable time to use lieu time has not been found, all unused lieu time shall be carried forward or paid out at the option of the Employee within the year accrual. It is understood that there shall be no pyramiding of any of premium listed above or in any alternative section of this collective agreement.

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 no more than two (2) overtime hours, advise the Member immediately, 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.

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 four (4) consecutive weeks or longer, and the Employer has not mitigated the impact of the absence during this time period, Employees remaining in the office shall be entitled to four (4) days paid leave. Such days shall be 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 up to thirty (30) days in accordance with the Members' Guide. Seniority shall continue to accrue.

## ARTICLE 9 - VACATIONS AND HOLIDAYS

9.01 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.
- After ten (10) years of service, bargaining unit members will receive thirty-five (35) work days of vacation annually.
- After fifteen (15) years of service, bargaining unit members will receive forty (40) work days of vacation annually.
- After twenty (20) years of service, bargaining unit members will receive forty-five (45) work days of vacation annually.

Upon termination of employment, Employees shall be paid for all unused vacation credits. An Employee who has not worked enough to accumulate their used vacation time shall have the excess vacation time deducted from their final paycheck.

Month worked shall include time on paid vacation, paid sick leave and maternity/parental leave, but shall not include unpaid leaves unless otherwise noted elsewhere in this collective agreement.

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, Truth and Reconciliation 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 578.

ONDP Caucus Services shall promptly advise all constituency staff of any such closures.

If the federal or provincial governments declare any other days to be statutory holidays during the life of this collective agreement, the Constituency Office shall be closed, and staff shall have the day as a paid holiday.

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 with Human Resources endeavouring to inform all constituency offices no later than ten (10) working days in advance of the closure.

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 specifying the days of illness shall be necessary in such cases, and the appropriate sick leave deduction shall be made. The Employee shall inform the Employer as soon as practically possible. The Employer shall reimburse the cost of the medical certificate.

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 in the scheduling of vacation, 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.

Up to five (5) unused vacation days leftover after December 31 of the second year may continue to be carried over to the third year.

9.07 Upon receipt of a written vacation request, the Member shall respond to the request within ten (10) working 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.

9.08 Notwithstanding Articles 9.5 and 9.7, requests for vacation time between Canada Day and Labour Day shall be submitted by June 1 of the relevant calendar year. The Employer will assess requests, having regard for operational requirements, and will provide a response by June 11 of the relevant calendar year. The Employer shall consider requests submitted after June 1 at its discretion. Such requests shall not be unreasonably denied by the Employer. In the event of a conflict between Employees in the scheduling of vacation, seniority shall be the determining factor.

## ARTICLE 10 - STAFF DEVELOPMENT

10.01 Unless otherwise agreed between the parties, the Employer shall hold one in-person staff development/education event per year. Timing, length, location and content to be determined by the Employer following consultation with the Labour Management Committee (LMC).

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. Such Union meetings shall be scheduled in consultation with the Union.

## ARTICLE 11 – SICK LEAVE

11.01 (a) 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 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 choosing this option will exhaust their sick day entitlement for the balance of the calendar year.

(b) Employees may top up either sick-leave option to one hundred percent (100%) of salary using vacation time if they so desire.

11.02 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.

11.03 In the event of sickness or accident, the Employer may, after five (5) days, require the production of a medical certificate. The Employer will reimburse the cost of the medical certificate.

11.04 Menstrual and Menopause Leave

- In order to foster the health and well-being of Employees, persons who menstruate shall be granted four paid days of leave per year for reasons related to menstruation and menopause.
- Employees may also opt to work remotely from home or alternatively use a quiet space away from the main office.
- The allotment of menstrual and menopause leave is not carried over year after year.

## ARTICLE 12 - LEAVES OF ABSENCE

12.01 Requests for leaves of absence under Article 13 shall be made to the employee's Member for approval. Requests for leave of absence shall not be unreasonably denied.

12.02 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. The Union shall reimburse the Employer for all wages paid to the Employee during the Employee's leave.

12.03 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.), any political and public interest groups, or the NDP at the provincial/federal office levels.

## ARTICLE 13 - EDUCATION LEAVE

13.01 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.

13.02 Only one (1) Employee per Constituency Office may be granted leave at any given time, under *Article 12*, and *Article 13*.

13.03 Where an Employee is attending a part-time course of study and acquiring additional job-

related skills, tuition costs shall be reimbursed to a maximum of \$2,000 per year, subject to approval of the Employer. The Employee must obtain a minimum of a pass in order to be eligible for the reimbursement. The Employer will cover tuition costs alone and will not be responsible for expenses including but not limited to accommodations, meals, travel, books, or additional fees not associated with course fees.

#### ARTICLE 14 - JURY AND WITNESS DUTY

14.01 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. The Employee must provide official documentation of summons or subpoenas.

#### ARTICLE 15 - BEREAVEMENT AND ILLNESS

15.01 Employees shall be granted reasonable time off with full pay in the case of bereavement or serious illness of a member of a family of birth, adoption or choice inclusive of service and companion animals, that requires respectful time to administer bereavement responsibilities. The Employer shall endeavour, where possible, to consult with the Employee and the Union before determining the reasonable time off, having regard to the particular circumstances of the affected Employee, applicable travel time and any additional responsibilities related to death/serious illness.

#### ARTICLE 16 - SPECIAL LEAVE

16.01 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 17 - CONVENTIONS

17.01 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 18 - PREGNANCY, MATERNITY, PARENTAL, PATERNITY AND ADOPTION LEAVES

Employees shall apply for EI benefits in order to be eligible for the top-up payments provided for in Article 18.

##### 18.01 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 their salary for the two (2) week waiting period for EI maternity benefits and the difference between ninety-three percent (93%) of their salary and their EI maternity benefits for the remaining fifteen (15) weeks.
- (c) In the event of a loss of pregnancy, the Employee will be entitled to such leave as is required for them, in consultation with their medical practitioner, consistent with the terms of this Article.



- (d) The Employer shall top-up an eligible Employee's salary to ninety-three percent (93%) of the Employee's salary for a two (2) week period for recovery from such event.
- (e) In addition, an Employee requesting leave for loss of pregnancy is entitled to up to six (6) consecutive weeks beginning on the date of the loss of pregnancy.
- (f) Where an Employee does not qualify for EI benefits for loss of pregnancy, the Employee may request bereavement leave in accordance with Article 15.0.

#### 18.02 Parental Leave

(a) Employees shall be entitled to parental/adoption leave in accordance with the provisions of the Employment Standards Act for either one of the two options:

- Up to 37 weeks, or 35 if they have taken 17 weeks of pregnancy leave (as per 19.01) for standard leave under EI provisions.
- Up to 63 weeks, or 61 if they have taken the 17 weeks pregnancy leave (as per 19.01) for an extended leave under EI provisions.

(b) The Employer shall grant to any permanent Employee on a parental leave 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.

(c) The Employer shall grant to any permanent Employee eighty percent (80%) of the Employee's salary for the two (2) week waiting period for EI Parental Leave benefits and the difference between eighty percent (80%) of the Employee's salary and the Employee's EI maternity benefits for the remaining sixty-one (61) weeks.

18.03 If the benefits are increased by the 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 sixty-three (63) or sixty-one (61) 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.

#### ARTICLE 19 - WELFARE BENEFITS

19.01 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). 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.

19.02 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 20 - PENSIONS

20.01 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 21 - LEAVE OF ABSENCE TO WORK FOR MINISTER OR PARLIAMENTARY ASSISTANT

21.01 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 22 - GRIEVANCE AND ARBITRATION

22.01 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 Director of Operations and Human Resources, or such designate within an additional ten (10) working days. The Director of Operations and Human Resources 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.

- 22.02 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.
- 22.03 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 dealtwith as a grievance.
- 22.04 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.
- 22.05 The costs of the arbitrator shall be shared equally by the parties.

#### ARTICLE 23 - LAY-OFF AND RECALL

- 23.01 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 three (3) years.
- 23.02 Employees shall be entitled to a minimum of two (2) months' notice of layoff or two (2) months' pay in lieu of notice of layoff.
- 23.03 When a layoff is occasioned by the removal or resignation of an MPP from Caucus, Employees shall be entitled to two (2) weeks' pay per year of service in addition to Article 23.02, unless in accordance with Article 3.06(f) an employee has continued employment with the Member who resigned or was removed from Caucus.
- 23.04 When a layoff is occasioned by the loss of an MPP's loss of their seat in a general or by-election, Employees shall be laid off in accordance with Articles 23.01 and 23.02. Where an Employee elects for two months' pay in lieu of notice of layoff, they shall be entitled to an additional two (2) weeks' pay per year of service.

## ARTICLE 24 - UNION EDUCATION FUND

24.01 The Employer shall provide \$2,500.00 in each year of this Collective Agreement to the Union for a Stewards directed annual educational day.

## ARTICLE 25 - HARASSMENT FREE WORKPLACE

25.01 The Union and the Employer recognize the right of Employees to work in an environment free from 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.

The parties agree that the ONDP Workplace Violence, Discrimination and Harassment Policy, updated November 12, 2018, and annually thereafter, shall apply to all Employees covered by this collective agreement, subject to the following provisions:

1. The Employer agrees to undertake an annual review of the Policy in consultation with the Union and produce mutually agreeable revisions, as required, to the Policy.
2. The ONDP Workplace Violence, Discrimination and Harassment Policy, applies to all Employees, managers and members of Caucus.
3. The Employer shall notify the Union when a third party has been appointed to deal with an incident.
4. Employees involved in complaints and investigations shall have the right to Union representation throughout the process.
5. This Policy does not in any way prevent a member of the Union from exercising their right to grieve under the terms of this collective agreement. The Grievance process and timelines may be initiated once the procedures in the Policy have been completed.
6. There shall be no penalty, reprisal, intimidation, interference, threat, restriction, or coercion (express or implied) exercised against any Employee who exercises their rights under the Employer's Harassment Policy, any related or successor policies, or under Article 23 of the Collective Agreement. Nor shall any Employee be expressly or impliedly dissuaded from exercising their rights under such policies or under Article 23 of the Collective Agreement.

Where an investigation or grievance arising from the Policy is in progress, the Employer and Union shall consider interim measures to protect all Employees involved in such complaints or grievances.

## ARTICLE 26 - EMPLOYMENT EQUITY

26.01 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 program 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 27 – SURVEILLANCE AND ELECTRONIC MONITORING

27.01 There shall be no electronic monitoring of Employees. Employees shall be made aware of all video or voice surveillance. Employees and the Union Stewards shall be given twenty four (24) hours notice before the Employer accesses their work emails.

## ARTICLE 28 – TERMINATION

28.01 This Agreement shall come into effect on April 1, 2023 and shall remain in force until March 31, 2027 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 1st day of April , 2024.

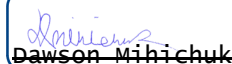
ON BEHALF OF THE UNION:

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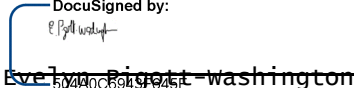


Kiruthina Kulendiren - COPE Ontario Staff Representative

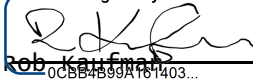
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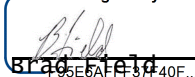
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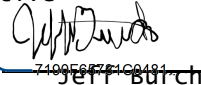
  
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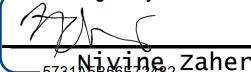
  
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ON BEHALF OF THE EMPLOYER:

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Jeff Burch

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Nivine Zaher

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Greg Denton

## APPENDIX "A"

### 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.

The Parties recognize that the benefits summary is updated by the Ontario Legislative Assembly on an annual basis. Once confirmed by the Ontario Legislative Assembly, the Caucus will provide an annual update to the Union of any changes.

Insured Benefit	Current Rate	Who Pays
Basic Life	0.11/ \$1,000.	Employer
Supplementary Life	0.0324 up to age 35 0.0540- 44 0.0972-49 0.1652- 54 0.2722- 59 0.4082-64	Employee
Dependent Life Spouse (per \$1,000) Age <35 Age 35-44 Age 45-49 Age 50-54 Age 55-59 Age 60-64 Age 65-69 Age 70-74	\$0.0324 \$0.0540 \$0.0972 \$0.1652 \$0.2722 \$0.4082 \$0.5054 \$1.3802	Employee
Dependent Life Child \$1,000 \$5,000 \$7,500 \$10,000	\$0.10 \$0.51 \$0.76 \$1.01	Employee
Supplementary Health & Hospital Single Family	109.40/month 220 65/month	Employer Employer
Vision Care & Hearing Aid Single Family	7.51/month (2.24) 15.81/month (4.68)	60% Employer 40% Employee
Retirees  Single Family	  80.51/month 149.20/month	Legacy Plan is 50% Employee Retiree-Focused is 100%  Employee
LTIP	1.536% of Annual Salary	0.559% Employer

## LETTER OF UNDERSTANDING No. 1

Between:

THE ONTARIO NEW DEMOCRATIC PARTY CAUCUS

(hereinafter the "Employer")

- and -


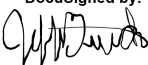
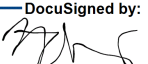
THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter the "Union")


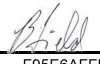

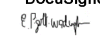
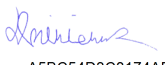
In the event of a redistribution of constituency boundaries to be implemented in the 2026 provincial election, the Union and the Employer agree to meet as soon as reasonably possible following the announcement of the implementation of redistribution of constituency boundaries to discuss the impact of affected constituencies and bargaining unit members.

DATED this 1st day of April , 2024.

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## 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")

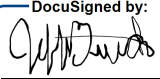
The parties affirm their commitment to the Health and Safety of all members. Both parties will collaborate in fulfilling their duties and responsibilities under the Occupational Health and Safety Act and its associated regulations. The parties acknowledge the significance of fostering a secure and healthy workplace for all employees.

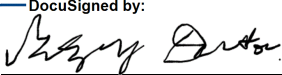
Within two (2) months following the date of ratification of this agreement, (extensions to the initial meeting date will be mutually agreed), Union and the Caucus will meet to review, amend and update the Workplace Harassment and Violence Response Policy for COPE Local 343 members. The purpose of the meeting Committee is to develop a policy including the roles and responsibilities of all parties. The Protocol Policy will provide guidance to Immediate crisis response. This commitment will include equal representatives on the committee, two (2) Union, and two (2) Caucus representatives. Recommendations from this committee will be made to the Director of Human Resources and Chief of Staff no later than June 1, 2024 for implementation.

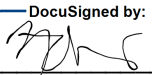
The Workplace Harassment and Violence Response Policy will be shared annually in the first sixty (60) working days of the opening of the Spring Fall session of the Legislature, following implementation.

DATED this 1st day of April , 2024.

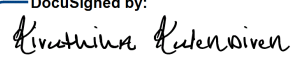
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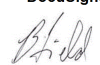
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## LETTER OF AGREEMENT No. 1

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 the Employer's right to assign work and duties. The Employer shall retain the ability to create new positions within the scope of this bargaining unit.

The Parties shall establish a Job Evaluation and Creation Committee, composed of two (2) Union representatives and two (2) Employer representatives. The purpose of said committee is to review and discuss the creation of new positions and job descriptions as applicable.

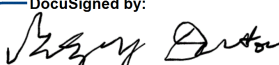
The Employer will give at least one (1) month's notice when creating a new position. The Jobs Creation Committee will meet within two (2) weeks of the notice provided.

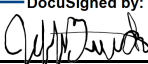
The Employer will consider reasonable feedback brought forward by the Committee before finalizing the position.

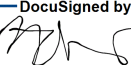
The Committee shall meet within ninety (90) days of ratification to discuss terms of reference and subsequently existing classifications.

DATED this 1st day of April , 2024.

ON BEHALF OF THE EMPLOYER:

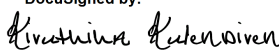
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ON BEHALF OF THE UNION:

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