

**THE COLLECTIVE AGREEMENT**

between the

**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 232**

and the

**NEW DEMOCRATIC PARTY MEMBERS OF PARLIAMENT**

THIS COLLECTIVE AGREEMENT MADE  
2020 – 2024

## **Article 1**

### **Purpose**

- 1.01 The purpose of this Agreement is to provide the best possible working conditions including fair and equitable compensation, an efficient procedure for resolving grievances in order to develop and maintain a spirit of cooperation between Management and the employees, and to promote the mutual political interests of Management and the Union. This agreement further represents the desire of Management and the Union to provide full and efficient employment.
- 1.02 The parties agree that they will act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.
- 1.03 The parties shall comply with all of the provisions of the Canada Labour Code, the requirements and bylaws of the Board of Internal Economy and its Manual of Allowances and Services, where applicable.

## **Article 2**

### **Recognition and Definitions**

- 2.01 Management and Employers recognize the Union as the sole and exclusive bargaining agent of all employees and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the working relationship between the parties.
- 2.02 “Union” means the United Food and Commercial Workers Union, Local 232, or its successor, and may hereafter be referred to as UFCW 232.
- 2.03 “Employee” means any person hired by or on behalf of an Employer to serve at his or her direction for particular tasks or services. Employees who are excluded from the bargaining unit are listed in the Letter of Understanding VII. Any person who contracts with an Employer for non-bargaining unit work is excluded from the bargaining unit.
- 2.04 “Management” means, collectively, all New Democratic Party Members of Parliament and persons designated to act on their behalf. Management is generally responsible for the application and negotiation of this Agreement.
- 2.05 “Employer” means each New Democratic Party Member of Parliament, in the role of House Officer or as an individual, as recognized by the Speaker of the House of Commons and defined by the Board of Internal Economy, its by-laws and other rules and regulations, or other persons authorized to act their behalf.

Each New Democratic Party Member of Parliament shall sign the Letter of Recognition (Appendix VI) authorizing the Management representative's signature on this Agreement.

- 2.06 It is agreed and understood that any Employer may be represented by a management appointee with respect to any matter arising from this agreement. Such appointee shall have the authority to discuss any such matter and communicate any position or decision as that Employer may authorize.
- 2.07 The legal and financial responsibility of each employer is limited to that defined by Board of Internal Economy rules and regulations and by this Agreement. For further clarity, no Employer may be held legally or financially responsible for the actions of any third party, including another Employer party to this agreement.
- 2.08 It is agreed that all federal New Democratic Party candidates in a general election or a by-election shall be provided with a copy of this Agreement and informed of the requirements set out in this article prior to being confirmed as candidates.

## Article 3 Union Security

- 3.01 It is a condition of employment that all the employees in the bargaining unit shall become members of the Union from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing.
- 3.02 There shall be no interference or attempt to interfere with the operation of the Union.
- 3.03 The Employer agrees to advise new employees immediately upon their hire that a collective agreement is in effect, and of the conditions of employment with regards to Union membership and the deduction of Union dues. The Employer will provide the employee the name and contact information of the Union president from the Union. The Employer agrees that a Union steward will be given an opportunity, within regular working hours and with no loss of pay, as soon as practicable but not later than thirty (30) days for a thirty (30) minute orientation session with a Union steward, to acquaint the new employee with the benefits and responsibilities of Union membership.
- 3.04 The Union will advise the Employer of an employee who is not a member in good standing with the Union.

- 3.05 The Employers believe in providing their employees good, high quality jobs. All offices will be appropriately staffed (to handle a fair workload and additional demands) so that we can accomplish the tasks of representing our constituents and providing leadership to our country.

#### **Article 4 Management and Employer Rights**

- 4.01 It is acknowledged that the relationship between an Employer and an Employee is subject to the requirements and bylaws of the Board of Internal Economy and its Manual of Allowances and Services, except as provided for in this Collective Agreement.
- 4.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management including but not limited to hiring, firing, discipline, job creation and description; and to direct the employees in a fair and reasonable manner. The Employer shall exercise these rights in a manner consistent with the terms of this Collective Agreement.

#### **Article 5 Union Rights and Activities**

- 5.01 No employee shall be disciplined for participation in any political action called for by the United Food and Commercial Workers Union, the Canadian Labour Congress, or provincial and territorial federations of labour.
- 5.02 The Employer shall not require, request or direct employees to cross a picket line, or perform any work resulting from strikes, union authorized slowdowns or other union authorized job action. Where an employee refuses to cross a picket line, the employee and the Employer will agree upon reasonable alternative arrangements such as the employee performing duties from home. Any employee failing to report in accordance with reasonable alternative arrangements shall be considered absent without pay.
- 5.03 The Union shall be entitled to union leave during working hours in order to carry out its functions under the Agreement including, but not limited to the investigation of grievances and meetings. Each calendar year, this entitlement shall be either fifty (50) days or 0.25 day per member, whichever is greater. No more than twenty (20) days may be used by an individual Union member without mutual consent. Time spent in actual negotiations, grievances or arbitration meetings with Management will be exempt from the limit. The Union shall be responsible for informing the Management appointee and the immediate Employer of time required for Union duties. Time off shall be granted and shall not be unreasonably withheld.

- 5.04 The Union shall provide Management with a minimum of thirty (30) day notice in writing of a regular and/or general meeting of the Union. The Union shall endeavour to convene such a meeting outside peak constituency office work hours of 10am-3pm Eastern Time. Employees shall be entitled to attend up to three (3) regular meetings no longer than three (3) hours in length each and one annual general meeting per annum. This shall be in addition to a general meeting held in conjunction with the National Staff Forum as set out in Article 35. These leaves of absence shall be without loss of pay, seniority or other benefits. Employees shall be required to document these leaves on their time sheet.

In extraordinary circumstances, the Union may convene a special or emergency meeting for a duration of no more than two (2) hours. The Union shall provide Management with no less than 72-hour notice of such a meeting.

Employees covered by this Agreement shall be permitted paid leave not to exceed three (3) hours in order to attend or participate in a meeting to ratify a collective agreement. Nothing in this provision shall require the Employer to pay or cover any additional expenses or time associated with the employees participating in the ratification process.

- 5.05 One (1) hour paid leave each quarter shall be granted to all female employees to participate in a regularly scheduled women's committee meeting.
- 5.06 Management will provide office space for UFCW Local 232, provided this does not impact employees having suitable office space.

## **Article 6                                      Union Dues and Assessments**

- 6.01 Management agrees to have deducted, by the House of Commons, from the earnings of each employee covered by this Agreement and paid to the Union not later than the 10th day of each month all Union dues and assessments. Such dues and assessments are deducted in each pay period from the employees' earnings in accordance with a schedule provided to Management by the Union. Such schedule may be amended by the Union at any time. Management also agrees to have provided to the Union, by the House of Commons, the names of the employees from whose pay deductions have been made, and the amount of this deduction, and the name of the office in which the employee is employed.
- 6.02 The Employer shall cause to be deducted, by the House of Commons, from the earnings of each employee covered by this Agreement.

## **Article 7**

## **Information**

7.01 Management shall provide the Union:

- a) Upon making an offer of employment to any new employee covered by this Agreement, a copy of the appropriate letter of offer (Appendix IV) shall be provided to the President of the Union. Upon commencing employment, the Union shall be provided with a completed copy of Appendix I, the New Employee Form.
- b) Within 90 days of the expiry of this Agreement, and within 90 days of a federal election, complete salary information, including classification and seniority, of each employee covered by this Agreement.

7.02 The Union shall provide Management, with a list of Union Officers and Stewards and their work locations within 7 days of the Union Annual General Meeting (AGM). The Union will advise Management in writing of any changes to the list.

## **Article 8**

## **NDP Members of Parliament**

8.01 Each newly elected New Democratic Party Member of Parliament, whether elected in a general election or a by-election, shall receive a basic orientation on the purposes and application of this Agreement.

8.02 A Union representative and the Caucus Chair or designate will contact jointly each newly elected New Democratic Party Member of Parliament and provide in writing relevant information related to the Collective Agreement and hiring procedures prior to the posting of permanent positions.

8.03 In addition to the basic orientation provided for in 8.02, at a Caucus meeting as soon as practicable, and prior to the House convening following a general election, a workshop, jointly developed by Management and the Union, shall be conducted on the purposes and application of this Agreement. This workshop shall include management skills and clear communication with employees and anti-oppression training that addresses issues of islamophobia, homophobia, transphobia, racism, ableism, ageism, and colonialism amongst others.

8.04 Upon ratification all New Democratic Party Members of Parliament are bound by this agreement.

**Article 9****Present Conditions and Benefits**

- 9.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of New Democratic Members of Parliament, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between Management and the Union.
- 9.02 Specific rights, benefits, privileges and working conditions in an individual office are not transferable to other offices.

**Article 10****Contracting Out**

- 10.01 There shall be no contracting out of bargaining unit work during the life of the Agreement.

**Article 11****Correspondence**

- 11.01 Unless otherwise indicated, all correspondence between Management and the Union arising out of this Agreement or incidental thereto shall pass to and from the Management appointee and the President of the Union or designate, as well as a designated person from the national UFCW.
- 11.02 All written, electronic and recorded work done for an Employer by a member of the Union shall bear the UFCW 232 logo.

**Article 12****Seniority**

- 12.01 According to established practice, both parties recognize that employees have preference in promotion and transfer within the bargaining unit, in proportion to seniority and experience.
- 12.02 Seniority is defined as length of service in the bargaining unit. Seniority is earned from the first day of employment, including temporary employment. It shall be applied on a BargainingUnit-wide basis, as set out in the provisions of this Agreement. Employees shall continue to accumulate seniority while on parental, sick, short-term disability, union or political action leave according to the provisions of this Agreement.
- 12.03 A seniority list showing the full name, start date, additional recognized prior service if any, and years of seniority, shall be distributed to all employees and Union in the first six weeks of each calendar year.

Seniority lists shall be open for revision for a period of thirty (30) calendar days from the date of distribution. Revisions shall be provided in writing, by the employee or his/her representative to the Director of Operations within the stated thirty (30) calendar days.

Employees absent from work during the period seniority lists are open for revision shall have an additional thirty (30) calendar days upon their return to make presentation, in writing.

12.04 After resumption of employment, employees who have a break in employment with a New Democratic Member of Parliament of less than five (5) years shall be reassigned all previous seniority credits.

12.05 Eligibility to seek seniority provided the individual has worked minimum of one year and passed probationary period (whichever is greater) at the Party or a related organisation (ie. NDP provincial party or Caucus).

Must have worked for the Party or the related organisation within the previous two (2) years.

First year on par (1 for 1). Subsequent seniority years, one (1) year (for related entity) = 0.5 seniority with NDP Members of Parliament/Caucus Services:

2 years seniority = 1.5

3 years seniority = 2

4 years seniority = 2.5

The Union shall be notified at the same time the Employer informs the employee.

## **Article 13**

### **No Discrimination**

13.01 There shall be no discrimination, interference, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, ancestry, place of origin, colour, creed or religious affiliation, gender, pregnancy, physical or emotional disability, sexual orientation, sexual identity, marital status, family status, record of offence not relevant to duties and responsibilities and for which no pardon has been granted, membership or activity in the Union, or exercising any rights under this Agreement.

13.02 Management will prepare and present to the Union the general job descriptions for all positions that fall within the bargaining unit within six (6) months of ratification.

Management and the Union are committed to the principle of equal pay for work of equal value. Accordingly, should new jobs be created in the bargaining unit, Management shall discuss with the Union the appropriate classification and wage scale.



Should Management and the Union fail to reach an agreement, the matter shall be referred to an Arbitrator for resolution.

- 13.03 The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal services unrelated to the job, or non-parliamentary work.
- 13.04 Subject to Article 30, Management and individual Employers shall place no restriction on the activities of employees who are members of the New Democratic Party, within the New Democratic Party. However, employees shall not undertake any activity which places them in direct conflict with the duties of their employment.
- 13.05 The Employer agrees to make every reasonable effort to provide modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of a disability.

Cases of this nature will be jointly reviewed by Management and the Union on an individual basis.

By mutual agreement between the parties, provisions of this Agreement may be amended or waived by letter of understanding to meet the needs of the employee concerned and to modify the duties of a particular position.

Modified or alternate duties encompass any job, task, or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely.

In consideration of accommodating such an employee, the following shall apply in the order listed below: First, the employee's present position shall be considered for modification. Second, positions within the employee's classification shall be considered. Third, positions within the bargaining unit shall be considered. Fourth, positions outside the bargaining unit shall be considered.

Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.

- 13.06 Where a member of the bargaining unit is injured or disabled while engaged in active duties in the course of employment with the Employer, the member shall be given the opportunity to participate in the following options:

- i) Temporary assignment to different duties;
- ii) Participation in any existing House of Commons funded rehabilitation program designed to assist the employee to return to their previous duties;
- iii) A retraining program designed to qualify the employee for another position in the bargaining unit. The employee will continue to receive the same rate of pay during participation in rehabilitation or retraining program.

## **Article 14**

## **No Harassment**

### **14.01 Policy Statement**

Management and the Union are committed to the ideal of creating a working environment which is at all times supportive of the dignity and self-esteem of individuals.

Recognizing that harassment prevention is the best way to ensure a harassment-free environment, Management and the Union are committed to providing persons covered by this Agreement the education and resources necessary to achieve this ideal, through harassment awareness, sensitivity and effective communication of this policy.

Management and the Union will communicate this policy to all employees at the National Annual Staff Forum and provide a mechanism for dealing with complaints.

Management and the Union will communicate this policy annually in person to all Employers and managers.

Employees may pursue a complaint by using the complaint procedures set out in this policy.

This procedure in no way precludes the complainant's right to seek action under the Canadian Human Rights Act.

### **14.02 Definitions of Harassment**

Harassment is any behaviour by a person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. This includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one employee to the disadvantage of another.

Harassment occurs when an individual uses his or her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Management hereby agrees that the above-mentioned behaviour will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

For the purposes of clarity, those acts that may constitute harassment might include, but are not limited to:

- unsolicited physical contact, pushing, grabbing, or other touching;
- comments, looks or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive, or to cause discomfort on the job;
- gender or ethnic-based insults or taunting;
- bullying;
- sexual harassment, which involves any act, conduct, comment, gesture or contact of a sexual nature, whether on a one-time or recurring basis, that might reasonably be expected to cause offence or humiliation and which may include, but is not limited to: demands for sexual favours or sexual assault; inappropriate or unwanted physical contact; insulting comments, gestures or jokes of a sexual nature that cause discomfort or embarrassment; or inappropriate enquiries or comments about an individual's sex life;
- psychological and physical harassment which would include conduct, comment, display, action or gestures that adversely affect the psychological well-being of a person that one ought reasonably to know would cause a person to be humiliated or intimidated; and
- harassment complaints that are frivolous or made in bad faith.

Normal social conduct between people based on mutual consent and reasonable action taken by an Employer or manager in relation to the management and direction of an employee's work, does not, for these purposes, constitute harassment.

#### 14.03 Complaint and Investigation Procedure

Management and the Union shall each designate a minimum of one individual to act as Anti-Harassment Officers, and will cooperate to ensure that at least one of these shall be male and at least one shall be female. Anti-Harassment Officers shall not be members of the Labour-Management Committee nor have other management responsibility for human resources.

The Whip is the Employer elected by the New Democratic Party of Canada Members of Parliament and recognized as such by the Speaker of the House of Commons. All individuals subject to this Agreement shall abide by the decisions made by the Whip pursuant to this Article.

Anti-Harassment Officers will have full authority to investigate a complaint and, while respecting the complainant's wish for confidentiality, conduct as quick and thorough an investigation as possible.

At any step in the process, the complainant may be accompanied or supported by a person of their choosing.

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality.

The recommended procedure for an employee who feels they are being harassed is as follows:

- a) The employee should keep a written record of dates, times, witnesses and nature of behavior. The complainant should report the problem to a manager, as soon as possible.
- b) The individual is encouraged to directly talk or write a letter to the person they believe has harassed them, reminding the respondent that such behaviour is contrary to this policy, and asking that the behaviour stops. However, an employee who feels harassed is under no obligation to confront the respondent or to attempt to resolve the situation directly with them.

If the situation is not resolved, or if the employee who feels harassed is unable to, or chooses not to deal directly with the respondent, the complainant should report the offensive behavior as outlined below.

- c) A person who feels harassed may meet with any of the Anti-Harassment Officers to review the complaint and investigation procedure, definition of harassment, etc. The complainant will be informed of the possible courses of action, including formal investigation of the complaint, or taking no further action if the complainant decides not to proceed. Where appropriate, an informal and confidential meeting will take place to see if resolution is possible.
- d) If the complainant chooses to pursue the matter formally, a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation. No complaint shall be acted upon that is not initiated by the complainant directly. The complainant and the respondent will be kept informed of the progress of the investigation and input will be encouraged, wherever possible. The entire process will be explained at the outset and any concerns of the complainant dealt with immediately.

Without sharing any identifying information, the Anti-Harassment Officer(s) shall notify the President of the Union and the Whip when any formal investigation is initiated and at each further stage of the process.

- e) The investigation will be commenced within three (3) working days and the complainant's identity will normally be made known to the respondent.
- f) The investigating Anti-Harassment Officer(s) will complete an impartial investigation within eight (8) working days. The Officer(s) will have full authority to investigate. The Officer(s) will review the formal written complaint and the facts, and then interview the complainant, respondent and witnesses. Each individual will be interviewed separately and will be required to sign their statement, indicating agreement. The investigating Anti-Harassment Officer(s) will then determine, based upon a balance of probabilities, whether the complaint is substantiated, partially substantiated, not substantiated or frivolous or in bad faith.

If, for reasons outside of their control, the Anti-Harassment Officer(s) is unable to complete the investigation within eight (8) working days, they may inform the complainant and respondent how much further time is required to complete it, up to a maximum of five (5) further working days.

- g) Once the investigation is completed, the findings will be made known to the complainant and the respondent by the Anti-Harassment Officer(s). This will be done within four (4) working days in a confidential written report and in separate meetings.

- h) The Anti-Harassment Officer(s) will attempt to achieve resolution of the complaint at this point within eight (8) working days.

The Anti-Harassment Officer(s) may seek an extension of up to eight (8) working days if they deem that such an extension would increase the likelihood of achieving a resolution.

- i) If the matter remains unresolved at this point, the Anti-Harassment Officer(s) shall submit a confidential written report to the Whip outlining the facts, issues and recommended resolution within three (3) working days. The complainant and the respondent will also have the right to submit a brief written statement to the Whip.
- j) The Whip shall then decide the issue and forward the decision in writing to the complainant and respondent within four (4) working days.

The Whip may, however, seek an extension in order to interview any persons, including the complainant, respondent or witnesses, prior to rendering their decision.

The decision will be implemented immediately.

- k) If, as part of their deliberations stemming from a complaint, the Whip deems that a previous work arrangement has become unsustainable, they may direct the Labour-Management Committee to seek an equitable solution in accordance with their decision.
- l) Any appeal of the Whip's decision will be treated as a grievance.

## **Article 15                      Staff Changes, Vacancies and Reorganization**

15.01 Where vacancies, new positions or secondments in the bargaining unit arise, former employees on the recall list shall be notified at the same time as the internal posting.

15.02 All vacancies, new positions or secondments in the bargaining unit of ninety (90) days or longer shall be posted internally for a minimum of seven (7) calendar days. The Employer may post internally and externally at the same time upon prior approval by the Union. Where skills and abilities are equal, applicants who are members of the bargaining unit shall be hired, in order of seniority.

Notwithstanding the forgoing, the Employer may designate a desire that the position to be filled by a qualified racialized or Indigenous applicant. For such postings, priority will be given to these applicants as one of the determining factors when awarding the position, including adherence to the equity and diversity policy. Where the Employer designated such a desire, the Employer shall advise the Union of the designation before an internal/external posting is determined suited.

- 15.03 Where there is an urgent and/or immediate need to fill a position with a short-term appointment, for less than ninety (90) days, the Union must be given as much advance notice as possible and no posting will be required. Wherever possible it shall be filled from the recall list. The initial term may be extended by mutual consent.
- 15.04 In recognition of Article 12, the following procedures shall apply to the job postings in the bargaining unit:
- a) The candidate submits their application, indicating they are internal, to the HR email and they receive an automated receipt (HR bot);
  - b) All qualified Union members who have applied shall be granted an interview before a decision on the appointment is made;
  - c) All Union members not receiving an interview must be notified;
  - d) All unsuccessful internal candidates, who have been interviewed for the position, must be notified of the hiring decision. Upon request by the member and without prejudice further written feedback on the interview will be provided;
  - e) Internal candidates who were not hired may use the grievance procedure in the collective agreement to appeal.
- 15.05 On request in writing by the President of the Union (not to exceed four (4) times per year) to Management, information about contracts for individual or professional services paid for from any and all budgets, related to this bargaining unit, shall be made available.
- 15.06 Vacancies in MP offices must be filled by a temporary employee within thirty (30) calendar days and by a permanent employee within ninety (90) calendar days, except as provided for in 19.06 for the period following a general election.

- 15.07 Management may seek an exemption to Article 15.06 when special circumstances exist. The Union will not unreasonably withhold consent.
- 15.08 The parties recognize the special circumstances for new Members of Parliament by allowing them thirty (30) calendar days to create new positions prior to posting them.
- 15.09 No employee shall be required to take a decrease in pay, have their employment terminated, or workload unreasonably increased because of reorganization, except as outlined in Article 9.02 of this Agreement.
- 15.10 When an Employer's office is reorganized, the Employer shall strive to structure the office in an egalitarian manner.
- 15.11 When any office is to be reorganized, Management will consult with and strive to reach consensus with the Union on issues relating to the distribution and nature of work in the affected offices. All reorganizations shall be conducted in a manner consistent with the seniority provisions outlined in this Agreement.
- 15.12 Where there is a vacancy in an office, notwithstanding the provisions of Article 15.04, special consideration shall be given to promotion from within the office or department where this vacancy occurs.

Where short term vacancies, set out in Article 15, are created due to temporary leaves (for vacations, short term illness, etc.), additional hours of work, special assignments or others, are available within an office in the same location, part-time staff who perform the same duties (egg. casework) or who are qualified to perform the duties required within that office shall be given first opportunity before hiring temporary employees.

Where a vacancy would result from a secondment of a bargaining unit member to the federal party or to a management position, the Management shall notify the Union prior to the beginning of the secondment of the intended start and end dates.

- 15.13 Management shall use a standard job posting form (Appendix III). All job postings will include the minimum salary and words: "the NDP is an employment equity employer". Management will implement consistent procedures through central office for matters related to hiring, evaluation and workloads.
- 15.14 Upon presenting an employee with a letter of offer, the employer agrees to verbally identify the budget from which the employee will be paid, and any implications of being paid from this budget.



- 15.15 The first working day of each quarter, the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, and recalls, terminations of employment and changes to classification and hours of work within the Bargaining Unit.

## **Article 16**

### **Probation**

- 16.01 A newly hired employee shall be on probation for one hundred and fifty (150) calendar days from the date of hiring. Employees who normally work less than 7½ hours per day shall count as full-time for the purpose of this Article. Employees who either transfer within the Bargaining Unit or who start in a new position within four (4) months of leaving employment within the Bargaining Unit shall have a probation period of seventy-five (75) calendar days. Days worked need not be consecutive for the purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except those provisions set out in Article 30.01 and the arbitration provisions of this Agreement.

On or about the mid-point of the period of probation, the Employer will hold a meeting with the employee to discuss progress and the provision of any required training. The employee has the right to have a Union representative present at this meeting.

The probationary period may be extended for a period not exceeding an additional thirty (30) calendar days by mutual agreement between Management and the Union after the Employer holds a probationary period review meeting with the employee and a Union representative to review the employee's work performance. The probationary period review meeting shall take place no later than the 90th calendar day of the probationary period for a new employee and no later than the 45th calendar day for an employee with the shorter probationary period.

An employee hired towards the end of a parliamentary session (for Ottawa employees) or at the beginning of the parliamentary session (for constituency employees), or between November 1st and December 31st, the probation period may be extended by mutual agreement between the parties up to a maximum of 60 days. The probationary extension set out in this paragraph shall replace the extension set out in the 2nd paragraph above.

- 16.02 After completion of the probationary period, seniority shall become effective from the original date of employment.

16.03 In assessing any grievance arising from the discharge of a probationary employee, the Joint Grievance Committee shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate their ability, whether the employee was notified of deficiencies in their performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

## **Article 17                      Temporary, Part-Time and Casual Employees**

17.01 A temporary employee is one hired:

- To cover a vacancy for a maximum continuous period of three (3) months.
- To cover a leave of absence for the duration of the leave.
- To cover an absence due to sickness or disability for the duration of the absence and for one week beyond the duration of the absence.
- To cover vacation absence for a maximum continuous period of not more than six (6) months in total within a 12 month period.
- For a specific project that is less than six months in total within a 12 month period. In this case, the Union shall be notified in writing of the nature of such a project and its probable duration prior to the job posting.
- Notwithstanding the provisions of Article 17.02, for a specific project longer than six (6) months in total within a 12 month period, by prior mutual written agreement between Management and the Union.

17.02 a) A temporary employee who completes six (6) months of cumulative service within a 24 month period shall have the following rights:

- will have a probation equal to permanent employees;
- will be considered an internal candidate for new job openings;
- Will be placed on the recall list at the end of contract.

b) A temporary employee who completes six months of continuous service or eight months of cumulative service within a single 12-month period shall become a permanent employee and shall be deemed to have completed the probationary period, except where a temporary employee is replacing a permanent employee on a leave of absence.

17.03 Temporary employees are covered by all provisions of this Agreement, excluding the arbitration provision.

- 17.04 A temporary employee being hired permanently is entitled to the benefits of service dated back to their date of hire.
- 17.05 Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, where in effect, such employment would eliminate a position currently held by a bargaining unit member or displace a regular full-time employee.
- 17.06 A permanent part-time employee is one who is hired or returns from sick leave to work less than 35 hours per week. A permanent part-time employee can also be one who works on an ongoing on-call basis within an office to provide coverage for short-term sick leave or vacation leave.
- 17.07 Management shall notify the Union in writing of its intention prior to the hiring of any temporary employee, and all such positions shall be subject to the same positing rules as regular employees pursuant to Article 15.
- 17.08 Job-sharing (two people sharing one full-time position) shall be permitted by mutual agreement of the two employees, the Union and the Employer. If one of the job share pair leaves their position, the remaining part-time staff person shall have a right of first refusal to a full-time position. If this occurs, the change shall not constitute a reorganization under Article 15. Should the remaining person opt to continue the arrangement, the position shall be posted as a shared job.
- 17.09 Part-time employees are covered by all provisions of this Agreement.
- 17.10 A casual employee is someone who is not regularly scheduled and typically works fewer than 225 hours per calendar year. A casual employee must join the Union after ten (10) working days and shall become a permanent part-time employee after having worked 225 hours in the previous calendar year and more than 112 hours in the current calendar year, at which time Article 17.02 applies.
- 17.11 Notwithstanding Article 17.10, staff hired as permanent part-time employees are not considered casual for the first 225 hours of their employment.
- 17.12 Notwithstanding Article 17.10 above, persons hired for a period of five (5) working days or less and not more than two (2) times in a twelve (12) month period, shall be covered by this Agreement only according to the Article on volunteers.

## **Article 18**

### **Volunteers, Interns and Co-op Students**

- 18.01 The Union and Management agree that political activity is in many respects a volunteer activity and should be encouraged. Volunteers, Interns and Co-op Students may undertake activities on behalf of New Democratic Party Members of Parliament, to include the NDP Mentor Program set out in Article 18.04, but in doing so, no employee shall lose their employment, have their hours of work reduced, be prevented from attaining additional opportunities under Article 15 or exonerate the posting of any vacancy with the Bargaining Unit for the purpose of accommodating a volunteer or volunteers, an intern or interns, a co-op student or co-op students.
- 18.02 Volunteers, interns and co-op students will be treated with dignity and respect and will be covered by the principles of the Agreement as described in the following articles:
- No Harassment;
  - No Discrimination;
  - Hours of Work and Overtime (maximum hours of work);
  - Health and Safety.
- 18.03 a) In general, internships should not be confused with volunteer work and volunteer work should not be labelled as an internship. An internship shall be linked to a recognized internship program that provides appropriate supervision, including the NDP Mentor Program outlined in Article 18.04.
- b) The Employer must meet each intern at the beginning of the internship and ensure that he or she is notified in writing of the terms and expectations of the internship, including duration, hours of work and responsibilities.
- 18.03 Members of Parliament may enter in an NDP Mentor Program which provides per diem remuneration to volunteer participants to support a Member's local activities. Local activities are defined as community outreach with the Member, delivering communications material to the Members' constituents, providing assistance to regular staff with community outreach projects and other similar activities.

Such participants shall not be engaged for a period exceeding ninety (90) days in a calendar year, and shall not work more than three-and-a-half (3½) hours per day. Participants in the program shall be compensated at the current negotiated rate with the Federal NDP (\$45/day). The provisions of Article 18.02 apply to these participants.

## **Article 19**

### **Notice of Termination, Layoff and Job Security**

- 19.01 In the event of a reduction in the workforce for reasons other than discipline or termination of employment during a period of probation, and except in the case of election losses, retirements, death, or resignation from the House of Commons, the Employer agrees to provide notice of termination of at least two pay periods, or pay in lieu of notice, and to act within express guidelines of the Board of Internal Economy, whichever is more favourable to the employee or employees.
- 19.02 At least one month prior to such notice being given to employees, Management shall notify the Union in writing of its intent to lay off employees. Within seven (7) calendar days of such notification, Management and the Union will meet to discuss alternatives.
- 19.03 Layoff notice defined by House of Commons rules shall be given to employees prior to layoffs due to election losses or deaths. In the case of layoffs due to retirements or resignation from the House of Commons, such notice shall be defined by House of Commons rules or sixty (60) calendar days, whichever is greater. Management shall meet the Union within seven (7) calendar days to discuss alternatives to layoffs. Layoffs within an office shall be conducted in reverse order of seniority. In the case of layoffs within the Leaders' Office or Research Office, layoffs shall be conducted in reverse order of seniority within each department or position.
- 19.04 Any employee laid-off during the writ period as mandated by the House of Commons shall be re-hired as soon as practicable after Election Day.
- 19.05 Permanent employees, and temporary employees with twelve (12) or more months of consecutive service, who have been laid off or have left their position due to the death, defeat or retirement of their Member of Parliament, or whose Member has left the Federal NDP Caucus, or reorganization at Caucus Services due to election losses or budgetary cuts, or the reorganization of Member's offices for budgetary reasons, or whose employment was terminated for any reason, other than gross misconduct, during a new probation period of seventy-five (75) calendar days as outlined in 16.01, shall be placed on a recall list.

Employees whose place of work was listed within the Parliamentary Precinct shall be placed on the recall list for three (3) years from the date of layoff. Employees whose place of work was listed as in an Employer's constituency office shall be placed on the recall list for four (4) years from the date of layoff. In the case of a Parliamentary session lasting longer than four (4) years, Employees from a constituency office shall be placed on the recall list for ninety (90) days post-election.

The recall list shall be maintained by the Director of Operations as part of the seniority list. Employees on the recall list shall keep the Director of Operations informed of their current contact information.

Employees from MPs' offices, Caucus Services and the former employees on the recall list shall have the right of first refusal, where skills and abilities are equal, for any new positions caused by election losses, reorganization due to election losses, or the election of new Members of Parliament. Such positions, where internal candidates' skills and abilities are equal, shall be filled by laid-off employees in order of seniority before a vacancy can be posted externally.

Following each general federal election, the parties shall meet as soon as possible to discuss changes to the bargaining unit. Management shall distribute to all Employers and the Union an updated seniority list, including all laid-off employees. Any vacancies shall be posted within thirty (30) calendar days of the date of the election.

## **Article 20                      Temporary Relocation of Union Members**

- 20.01 Members of Parliament may ask one employee per office to relocate to one of the Caucus Member's other offices for a maximum of two (2) three-week periods per year. Any such relocated employees must return to their regular place of employment for a minimum period of six (6) weeks between relocations. These restrictions will be waived if mutually agreeable alternate arrangements are made.
- 20.02 No Union member will lose their job or suffer any disciplinary action or demerit as a result of inability or unwillingness to relocate temporarily.
- 20.03 Members of Parliament who plan to temporarily relocate an employee, must, in consultation with their staff, prepare realistic and detailed job descriptions and duty expectations for all staff. Union members shall not be required to assume an increased workload for the period during which any temporary relocation is in effect.
- 20.04 All travel and temporary relocation costs, including accommodation, per diem and transportation, will be reimbursed in accordance with House of Commons rules and regulations.

## **Article 21**

### **Classification and Wages**

21.01 The list of positions at each level of the wage scale shall be provided to the Union upon request.

21.02 All part time and casual employees shall receive the same salary as full-time employees set out in Appendix V, pro-rated ( $[\text{full-time salary} / 1956.6] \times \text{hours worked}$ ).

21.03 Except for those increases negotiated prior to the signing of this agreement, no employer or employee may negotiate a rate higher than the base rate, nor negotiate subsequent wage increases without the prior agreement of Management and notification to the Union.

Except for those increases negotiated prior to the signing of this agreement, no Employer or Employee may negotiate a rate higher than \$1,000 above the Employee's current rate annually. Any wage increases above \$1,000 require the prior agreement of Management and notification to the Union. Bonuses, except where required under the wage rate outlined in Appendix V remain at the discretion of the Employer. Wages granted by an MP above the wage scale are not transferable to a different employer (i.e. MP or House Officer).

21.04 When minimum salaries are adjusted according to Appendix V, employees who are currently paid at levels higher than the wage grid shall continue to be paid at the higher rate.

21.05 Management, in cooperation with the Union, agrees to make every effort possible to seek appropriate increases in the global budget. The parties agree that they shall meet to negotiate salary increases and staffing levels whenever there is an aggregate increase of ten per cent (10%) or more in the global budget.

21.06 MP's offices shall have no fewer than three (3) full-time employees and one (1) further full-time equivalent at all times.

If the member's office budgets are increased the Union and the Employer agree to re-visit 21.06 as it pertains to this article.

21.08 Casual employees (as defined in 17.10) are entitled to eighty per cent (80%) of minimum salary.

## 21.09 Northern and Remote Top-up

If a permanent employee works full time at a constituency office located in the Yukon, Northwest Territories or Nunavut, then the minimum salary for that employee will be \$3000 higher than otherwise provided for in this Agreement. If a permanent employee works part-time at such a constituency office, the minimum salary otherwise provided will be increased by \$3000 multiplied by the number of scheduled hours per week divided by 37.5.

## **Article 22** **Hours of Work and Overtime**

22.01 The standard office hours are 9 a.m. to 5 p.m., Mondays to Thursdays, and 9 a.m. to 4:30 p.m. on Fridays.

22.02 Hours of work when the House of Commons is sitting:

The regular hours of work for each week for Ottawa based staff shall be thirty-seven (37), except as provided for in Articles 22.04 and 22.05. Employees shall be entitled to two paid 15-minute breaks, which may be taken in conjunction with the half hour lunch break.

The regular hours of work for Constituency based staff each week shall be thirty-four and a half (34.5), except as provided in Articles 22.04 and 22.05. Employees shall be entitled to two paid 15-minute breaks which may be taken in conjunction with the half hour lunch break.

22.03 Hours of work when the House of Commons is not sitting:

The regular hours of work each week for Constituency based staff shall be thirty-seven (37), except as provided in Articles 22.04 and 22.05. Employees shall be entitled to two paid 15-minute breaks which may be taken in conjunction with the half hour lunch break.

The regular hours of work for Ottawa based staff each week for shall be thirty-four and a half (34.5), except as provided for in Articles 22.04 and 22.05. Employees shall be entitled to two paid 15-minute breaks, which may be taken in conjunction with the half hour lunch break.

22.04 The nature of certain positions requires non-standard working hours on a regular basis. This will be specified in the job posting.

If an employee is required on a regular basis to adopt a non-standard workweek (other than five (5) days), the Employer shall provide the employee with a schedule of his or her workdays fourteen (14) calendar days in advance. While the Employer will make every reasonable effort to adhere to the provided schedule, he or she may amend it for operational requirements.



22.05 Flexible working hours may be adopted by mutual consent. It is agreed that other regular work hours may be set from time to time to meet the needs of the Employer. Should this result in a regular workweek that exceeds the provisions of Article 22.02 and 22.03, the overtime provisions shall apply.

- 22.06 a) Any hours the Employer approves the employee to work over regular working hours, per day or per week shall be considered overtime and shall be taken as time off at the rate of one hour in lieu for each overtime hour worked (1 for 1).
- b) Employees must normally take lieu time in the fiscal year in which it is earned, ideally within 60 days of the overtime's occurrence. Requests to take lieu time will not be unreasonably denied by the employer or the employee, subject to normal operational requirements.
- c) Any lieu time that cannot be taken by the end of the fiscal year must be taken prior to August 31<sup>st</sup> of the same year, unless a request to take lieu time is denied by the Employer, in which case the denied lieu time is carried forward.
- d) All overtime hours must be pre-approved by the appropriate Member of Parliament or manager. In those circumstances where pre-approval is not practical, overtime may be approved by the Member of Parliament or manager within seven days of the overtime having been worked, in which case it will be treated as if it had been pre- approved. If a Member of Parliament or manager requests an employee to perform certain work at a time that would otherwise be overtime, she or he is presumed to have approved the overtime. Each MP or manager must consult with individual employees in their offices or departments as to which tasks, if any, will be considered automatically pre-approved should the need arise to perform the identified work at a time that would normally be considered overtime. A copy of the standard timesheet for recording and submitting overtime as set out in Appendix VII to this agreement will be provided by the employee or another employee in that office to the Director of Operation or his or her designate, once the form is signed by the MP or manager, within 7 days of the end of the month during which the overtime had been worked or lieu time taken. The Employer shall keep records of all approved overtime worked and lieu time taken by each employee. It is the responsibility of the MP or manager to ensure that this clause is applied.
- e) In the event, that Management and the Union are made aware of offices or departments facing large overtime balances (recorded or unrecorded) the Director of Operations or designate will work with the office or department to develop a strategy to reduce lieu time owed.

In the event that an overtime balance cannot be resolved the matter may be referred to the Labour-Management Committee for a mediated solution, in accordance with article 22.04 b). A referral to the Labour-Management Committee does not affect the rights of the parties or the employee under the grievance procedure.

- f) In the event that the appropriate strategy referred to in paragraph e) cannot be developed or implemented, either party may refer the matter to the Labour-Management Committee for a mediated solution, in accordance with article 22.04 b). A referral to the Labour-Management Committee does not affect the rights of the parties or an employee under the grievance procedure.

22.07 Constituency offices will be structured in such a way as to provide non-contact time for all employees which is equal to 20 percent of the total hours of operation. Non-contact time is defined as uninterrupted time during which an employee is not required to deal with phone or in-person inquiries from the public.

22.08 No employee shall be required to work more than six (6) consecutive days unless upon mutual agreement. Full-time employees will not be required to work two (2) consecutive weekends, unless upon mutual agreement.

## **Article 23                                      Vacations and Paid Holidays**

23.01 An employee shall become entitled to vacation with pay in the calendar year in which the employee reaches the required number of years of service, in accordance with the table below. For partial calendar years of employment, vacation with pay is calculated on a pro-rated basis. Vacation shall be pro-rated for part-time regular employees. Employees on a Leave Without Pay shall not accumulate paid vacation time while on leave.

Employees will submit their vacation requests to the Employer, and if requesting vacation during July and August, the request shall be submitted no later than June 1 of the calendar year. The Employer agrees to confirm or deny all vacation requests in writing, within fifteen (15) days of receiving the request. Such approval shall not be unreasonably withheld provided that, in the case of (a) the MPs' office, at least one employee is present if required by the Employer or (b) in the case of the Leader's Office and the Research Office provided that at least one employee remains present within the department and reasonable arrangements can be made to handle urgent work.

Years of Net Credited Service	Number of Weeks of Vacation Entitlement
0 to 7 years	Four (4) weeks
7 to 17 years	Five (5) weeks
17 years or more	Six (6) weeks

23.02 Temporary staff shall be paid 4% of their earnings in lieu of vacation. Temporary staff shall only accumulate paid vacation time should their term exceed twelve (12) months. The accumulation of paid vacation time will begin in the thirteenth (13th) month of the term, and shall be pro-rated for part-time staff.

23.03 Employees shall receive the following paid holidays:

New Year's Day	Victoria Day
Good Friday	Canada Day
Easter Monday	Labour Day
Thanksgiving Day	Christmas Day
Remembrance Day	Boxing Day
Christmas Eve Day	Birthday Holiday

23.04 In recognition of Community Day, once every four years on Leap Year Day employees may, in lieu of a regular working day volunteer for any local community organization. When this day falls on a weekend, it shall be observed on the Monday following.

23.05 All employees shall also have as paid holidays the days between Boxing Day and New Year's Day. Management shall communicate to employees the dates of the office closures for the Christmas Eve to New Year's Day holidays no later than November 25 of each year.

Employees shall be entitled to any new statutory federal or provincial holidays that are declared in the jurisdiction where the employee works during the life of the Agreement.

23.06 One additional day in each year that is recognized to be a provincial or civic holiday in the area in which the employee is employed, such as St. Jean Baptiste Day. Where no such additional day is recognized as a provincial or civic holiday, the first Monday in August will be taken. In addition, two days in each year to be selected by the employee may be taken as floater days.

- 23.07 Employees shall be granted time off to observe recognized spiritual or holy days by scheduling floater days, time off in lieu of overtime, and/or vacation leave. If no such paid leave is available, employees may take time off without pay. An employee shall give two weeks notice of their intention to take this leave except where the observance of the spiritual or holy day is not set at the beginning of the calendar year. In such cases, employees shall provide reasonable notice of their intention to take this leave.
- 23.08 Should an employee agree to a request by the Employer to work on a designated holiday, the employee shall have the right to take an additional day's vacation. In addition, the employee shall take time-off in lieu for hours worked.
- 23.09 An employee shall receive an additional day(s) of vacation in lieu of holidays which fall within the employee's vacation period.
- 23.10 If such paid holiday falls on a day which is not a regular working day, it shall be observed on the day designated as the holiday.
- 23.10 In recognition of the extra workload in an election year, employees directly affected shall be entitled to 7½ additional working days of paid vacation following the election. If the election is longer than 43 days, a meeting of the Labour-Management Committee will determine the appropriate amount of paid vacation. The additional paid vacation shall be taken at a mutually agreed time as early as possible after the election, but shall not commence any later than thirty (30) calendar days following the election. In an election year, the Employer and the Employee shall meet to discuss any additional expectations of workload.
- 23.11 Vacation and paid holidays must be used in the calendar year in which they are earned, unless otherwise provided for by law or a request to take vacation time is denied by the Employer, in which case the denied vacation entitlement is carried forward.

## **Article 24                      Sick Leave and Preventive Health Care**

- 24.01 Full-time employees, including temporary and probationary employees, who work a minimum of 75 hours (10 days) in a month shall be entitled to 9.375 hours per month (one-and-one-quarter days) of sick leave and preventive health care, such leave to be cumulative. Part-time employees shall receive sick leave and preventive health care credits in accordance with and in proportion to their hours worked.
- 24.02 Medical or dental appointments which require less than 3 hours shall not be deducted from an employee's sick leave up to a maximum of 12 hours within a twelve (12) month period at which

With the exception of emergency medical or dental care or with the Employer's written approval waiving notice, 48 hours of advance notice of a medical or dental appointment must be provided to the Employer.

24.03 In the event that an employee falls ill for five (5) days or longer while on vacation, upon the provision of a medical certificate, the vacation credits shall be increased by the number of working days the employee was ill while on vacation.

24.04 Long-term sick leave without pay shall be granted to an employee who has used up their sick leave with pay. In such circumstances, an employee shall give one-month notice of return to work.

24.05 In cases of documented illness, injury or surgery requiring absence from work of up to 13 weeks, where an employee, who has completed six (6) continuous months of service with the Employer, is entitled to receive Employment Insurance benefits and does not have sufficient sick leave credits, see attached Letter of Understanding VI .

25.01 Employees shall be entitled to parental leave of up to one year for the birth of a child, or up to 35 weeks for the adoption of a child, as provided for by federal legislation. Employees shall provide a minimum of four (4) weeks-notice of the expected date the leave shall commence.

25.02 An extension of unpaid parental leave up to a maximum of one year shall be allowed for either parent. Four (4) weeks-notice shall be given by employees opting for extended leave.

25.03 An employee returning to work after parental leave shall provide the Employer with four weeks-notice. On return from parental leave, employees shall be placed in at least their former positions.

25.04 When the partner of an employee gives birth to a child or adopts a child, the employee shall be entitled to two (2) weeks leave with pay to bond with the child and support their partner.

## **Article 26** **Leaves of Absence**

### **26.01 Jury and Witness Duty**

Employees called for jury or witness duty shall be granted time off with full pay, minus any other compensation they might otherwise receive.

### **26.02 Bereavement and Illness**

Employees shall be granted time off of up to five (5) working days with full pay in the case of the death or serious illness of a child, parent, spouse, companion, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé(e) or any other person for whom an employee is required to provide care and/or administer bereavement responsibilities. This includes persons related by marriage, adoptive or common-law relationships. One or more of these days may be deferred to a later date. Request for such leave shall not be unreasonably denied. Employees shall be granted additional unpaid bereavement leave by mutual consent.

### **26.03 Compassionate Leave**

Employees who meet the criteria of the Employment Insurance Act, shall be entitled to up to eight (8) weeks of compassionate care leave as provided by the Act, and any subsequent SUB-benefit provided by the House of Commons during the life of the Agreement, to care for an ailing family member.

### **26.04 Employees shall be granted time off with full pay as follows:**

- i) serious household or domestic emergency: up to three days per calendar year.
- ii) citizenship hearing: one day.

## 26.05 Union Leave

Unpaid leave shall be granted upon request to employees elected or appointed delegates to conventions or special meetings of UFCW or any organization to which it is affiliated. Except in cases of emergency, a minimum of fourteen (14) calendar days' notice shall be given for such leave.

An employee seconded to the United Food and Commercial Workers shall be considered on union leave and will accumulate seniority during that leave.

## 26.06 Political Action Leave

Employees who have been elected or appointed to a full-time position in the International Union, Canadian Labour Congress, provincial/territorial Federations of Labour or the New Democratic Party, or its successor, at the federal or provincial/territorial level shall be granted unpaid leave for a period of one year or his/her first elected term, whichever is applicable.

Such employees must be returned to their former positions subject to Article 19.03.

Employees who present themselves as candidates for the New Democratic Party or its successor at the federal or provincial/territorial level shall be granted unpaid leave, upon request, for the duration of the campaign. Such employees shall be returned to their former positions subject to Article 19.03.

## **Article 27**

### **Paid Educational Leave**

27.01 When the Employer requires employees to attend courses, seminars or conferences, the Employer shall bear the costs associated with attending those courses, seminars or conferences in accordance with House of Commons rules and regulations.

27.02 A Union member may refuse to attend courses, seminars or conferences if such attendance would incur costs that cannot be covered by the Employer.

27.03 Time spent on language courses provided by the House of Commons shall be designated as hours worked.

27.04 The Employer will agree to language courses for full and part-time staff in the other official language, if the course is taken outside normal working hours. Such course time will not be counted as hours worked.

27.05 Members of Parliament shall make every reasonable effort to ensure that constituency assistants have access to training opportunities equal in quality and amount to those of Parliament Hill staff.

## **Article 28**

### **Other Unpaid Leave**

- 28.01 Employees shall be granted leave without pay for up to one (1) day per week as education leave upon the approval of the Caucus Member.
- 28.02 Employees with five (5) years seniority shall have the right to take one leave of up to twelve (12) months unpaid educational or personal leave and the right to return to their position following that leave. This right may be exercised once within a five (5) year period. Only one person per Member of Parliament's office(s) shall be granted extended educational or personal leave at any one time. Six (6) weeks' notice of intention to take an unpaid educational or personal leave shall be provided in writing to the Employer.
- 28.03 A vacancy which occurs due to the provisions of this Article shall be posted within seven (7) calendar days of notice having been given.

## **Article 29**

### **Travel and Expenses**

- 29.01 When an employee is required, as part of their job, to spend time away from their home, the Employer shall provide, at no expense to the employee and in accordance with House of Commons rules and regulations:
- i) a return ticket for travel;
  - ii) a per diem in accordance with the current applicable House of Commons rate and guidelines for all time spent away from home;
  - iii) a vehicle, either borrowed or rented, where required, for the employee's use;
  - iv) lodging that is suitable and agreeable to the employee;
  - v) requests for reimbursement must be submitted within 14 days after the employee's return;
  - vi) the employer shall sign off as soon as possible, but not more than 14 days, after the employee has submitted the travel expense claim as above.
- 29.02 Time spent working away from the employee's regular place of employment shall not be considered vacation leave.
- 29.03 Time spent traveling on tasks assigned by the Management or the Employer outside regular working hours will be recognized as work time and shall be compensated appropriately.
- 29.04 New employees may be required to have a valid driver's license and to use their own vehicle



for parliamentary or constituency work, if such work justifies this requirement. Employees will be reimbursed the current House of Commons per kilometre rate for eligible travel.

29.05 When an employee is required to be at work earlier than 7 a.m. or later than 7:00 p.m. in the winter months (September- April) and 8:00 p.m. in the summer months (May-August) the Employer shall reimburse the cost of a taxi ride from the employee's working place to the employee's home. This is not applicable to staff whose regular hours of work are before 7 a.m. or after 7 p.m./8 p.m.

29.06 No employee shall be required to incur any expenses related to their employment for which the House of Commons will not accept a claim for immediate reimbursement.

### **Article 30** **Discipline and/or Discharge**

30.01 Except in cases involving gross misconduct the Employer shall not discipline or discharge an employee without undertaking the following steps:

- a) No employee may be disciplined or discharged except for just cause, which shall consist of unsatisfactory work performance or misconduct. Disputes over what constitutes just cause shall be resolved through the grievance procedure. In case of discipline and/or discharge the burden of proof of just cause shall rest with the Employer. Evidence must be limited to the grounds stated in the written warning under subsection (c) of this Article, or subsection 30.04 of this Article in the case of gross misconduct.
- b) Oral Warning. Any problem the Employer has with an employee's work performance or conduct shall be discussed promptly with the employee and identified as an oral warning. The employee has the right to have a Union representative present at this and all subsequent stages of the disciplinary procedures. Where a Union representative cannot attend in person, the process will be done by conference call, speakerphone, or other appropriate technology.
- c) Written Warning. If no resolution can be found to the problem within fourteen (14) calendar days of the oral warning, the Employer may issue a letter of warning to the employee, outlining contemplated discipline if their work performance or conduct does not improve to a standard specified in the written warning.

When the problem is one of work performance, the written warning must also set out the time period in which the work performance must meet the specified standard. That date must not be less than thirty calendar days following the receipt of the written warning.

Should an employee take any leave, including vacation leave, while their work performance is under review, the period of review shall be extended accordingly.

A copy of the written warning must also be immediately forwarded to the President of the Union or designate and the Management appointee.

- d) If, by the date required, the employee's work performance or conduct has not been improved to the standard specified in the written warning, the Employer may undertake disciplinary action. The disciplinary action undertaken must not be more severe than that outlined in the written warning.

The Employer shall give written notice in advance to the employee, the President of the Union or designate and the Management appointee, of the decision to proceed with disciplinary action.

- 30.02 Unless the employee gives express written permission, all letters sent under this Article and any other matters related to discipline, must be kept in strictest confidence, except for the purpose of grievance and/or arbitration meetings.
- 30.03 The record of any disciplinary proceedings shall not be referred to or used against an employee at any time after nine (9) months following such proceedings unless a second related disciplinary issue arises within the 9 month period in which case the first record may be referred to or used against the employee until the expiry of the second record. Failure to grieve previous discipline shall not be considered an admission that such discipline was justified. Should an employee be laid off or inactive during the nine (9) month period, the performance review will be paused for the duration of the inactivity, and will resume once the employee is active.
- 30.04 In cases involving gross misconduct justifying suspension or discharge, the provision of 30.01 of this Article shall not apply. In such cases, the Employer must immediately give written notice of suspension or discharge, and state the grounds for such suspension or discharge to the employee, the President of the Union and Management appointee. In the event the Employer becomes aware of additional conduct justifying suspension or discharge subsequent to the provision of the written notice, the Employer reserves the right to amend the grounds for suspension or discharge to reflect any additional information it discovers. The employer will issue the employee written notice of the amended reasons no later than seven (7) days after becoming aware of the additional grounds.
- 30.05 Failure to comply with the requirements of this Article shall render the discipline or discharge null and void unless both parties mutually agree to an extension of the time limits.

- 30.06 Members of Parliament, House Officers and managers may not discipline any employee who is not under their supervision.
- 30.07 Bargaining Unit members shall not communicate or be responsible for decisions relating to discipline, approval of overtime and time off requests, or any other decisions affecting the working conditions of other bargaining unit members.
- 30.08 An employee shall have the right, at any time, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## Article 31 Grievance Procedure

- 31.01 An employee or representative shall advise Management as soon as practicable and not later than thirty (30) calendar days after the event of any perceived violation of this Collective Agreement, and both parties shall attempt to resolve the issue informally prior to the filing of a grievance. In the case of a grievance on classification or salary, the time limit shall be sixty (60) calendar days. A probationary employee shall have the length of their probation plus thirty (30) calendar days to grieve classification or salary issues.
- 31.02 Where the knowledge of the perceived violation was not available to the Union, these time limits shall be extended to the date at which the Union reasonably ought to have become aware of the violation.
- 31.03 Settlement of a grievance shall not involve retroactive pay of more than sixty (60) calendar days prior to the date that such grievance was first submitted in writing, except in the case of probationary employees, where greater retroactivity may be warranted.
- 31.04 Where the Employer is unavailable for more than 30 calendar days, the above condition can be satisfied by the Management appointee being advised of the perceived violation.
- 31.05 There shall be a grievance procedure and Joint Grievance Committee established in order to assist both parties to reach a mutually satisfactory resolution to grievances as quickly as possible. The grievance procedure shall be as follows:
  - a) A grievance shall be defined as any differences arising out of the interpretation, application, administration or alleged violations of the Collective Agreement.
  - b) No person shall seek by intimidation, by threat of dismissal or by any other kind or threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance as provided in this Collective Agreement.

- c) Step 1: The aggrieved employee and/or her representative shall submit a written grievance form to the Employer, giving copies to the UFCW 232 Chief Steward, President of the Union, National Representative for UFCW and the Management appointee. The Union's Chief Steward or designate shall attempt to resolve the problem in consultation with Management. The grievor shall have the right to be present.
  - d) Failure to resolve the grievance at Step 1 within seven (7) calendar days shall move the grievance to Step 2.
  - e) Step 2: The Joint Grievance Committee shall be established, consisting of two (2) representatives each from Management and the Union, within seven (7) calendar days of referral of the grievance and shall attempt to resolve the grievance within the following seven (7) calendar days. If an extension is warranted, time limits may be extended by mutual consent, which shall not be unreasonably denied by either party.
  - f) Step 3: Failing a satisfactory settlement being reached by Step 2, the grievance may be referred to mediation-arbitration by written notice on a grievance form to the President of the Union or designate and the Management appointee.
- 31.06 Any grievance relating to discharge must commence at Step 2 of the grievance procedure. The grievance must be referred to the Joint Grievance Committee within 14 calendar days of the notification of discharge.
- The Joint Grievance Committee must dispose of the grievance within seven (7) calendar days when the House is in session, 14 calendar days when the House is not in session, and 21 calendar days after a federal election is held, if one has been called or intervenes following receipt of the grievance, except where the grievance is referred to Arbitration.
- A grievance involving discharge may be settled by confirming the decision to dismiss the employee, or by reinstating the employee with full compensation for time lost, including no loss of seniority, or by any other arrangement which is just and equitable.
- 31.07 The Union and its representative shall have the right to originate a grievance on behalf of an employee or a group of employees and to seek adjustment with the Employer or Employers in a manner provided in the grievance procedure. Such a grievance shall commence at Step 2.
- 31.08 Management shall have the right on behalf of Management, an Employer, a group of Employers or those performing management functions to originate a grievance. Such a grievance shall commence at Step 2.

- 31.09 After a grievance has been initiated, no negotiation shall take place outside of the grievance procedure without the consent of the Joint Grievance Committee.
- 31.10 All replies to grievances shall be in writing at all stages.
- 31.11 Failure to grieve a particular situation or withdraw a grievance at any stage shall not automatically prejudice other grievances.
- 31.12 When no answer is given within the time limits specified above, the grieving party shall be entitled to proceed to the next step in the procedure.
- 31.13 When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by the Union, the Employer and the individual griever.
- 31.14 An employee and/or designate shall be permitted the required time off to attend grievance meetings without loss of normal pay, benefits or seniority.
- 31.15 The Employer and the Union agree not to introduce after Step 2 of the grievance process or at arbitration, any new documentation involving disciplinary action, unless cleared by the Arbitrator who shall decide if the material is admissible.

## **Article 32**

### **Mediation-Arbitration**

- 32.01 Mediation-Arbitrations shall be heard by a single, mutually-agreed-upon impartial mediator-arbitrator, drawn from the following list of mediator-arbitrators recognized by the Canada Industrial Relations Board, Ontario Labour Relations Board or the Quebec Labour Relations Board.

Julie Durette  
Michelle Flaherty  
Nick Milanovic  
Michel Piche  
Christine Schmidt  
John Stout

Grievances referred to mediation-arbitration will be placed on a review list for one-day mediation-arbitration to be scheduled, as necessary, but not more frequently than every six (6) months.

The Employer and the Union shall meet within thirty (30) calendar days of a matter being referred to mediation-arbitration to select the mediator-arbitrator with priority being given to the arbitrator who speaks the language of the relevant employee

32.02 a) Twenty-one (21) days prior to scheduled mediation-arbitration, each party will provide to the mediator-arbitrator and to the opposing party a written submission no longer than two pages outlining their position on the grievance. Each party may provide a rebuttal to the mediator-arbitrator and the opposing party fourteen (14) days prior to the scheduled mediation-arbitration.

b) The mediator-arbitrator will attempt to mediate a settlement to the grievance, unless she or he deems this an impossibility.

c) The mediator-arbitrator may:

- i. decide the order in which the grievances are heard;
- ii. decide how long each party has to make an oral presentation and/or witnesses to support their position;
- iii. determine if cross-examination of witnesses is applicable;
- iv. ask questions of either party and/or witnesses if she or he desires;
- v. deem it necessary to schedule additional days to adjudicate a grievance, and determine additional time for the parties to proceed;
- vi. ask parties to provide documentation to support their position;

d) In the case of an arbitration, the mediator-arbitrator will issue a ruling on the grievances which is fully binding on the parties, on a without prejudice or precedence basis, and provide within thirty (30) days of the hearing a written rationale of no more than three (3) pages for the decision.

e) The mediator-arbitrator shall not make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement nor impose a personal financial penalty on the individual Member of Parliament.

f) Notwithstanding the procedure outlined above in a) through e), the parties may seek mediation of a grievance prior to a previously scheduled one-day mediation-arbitration.

### 32.03 Expedited Arbitration Process

Either Management or the Union may request that an issue may be referred to an expedited arbitration process. Decisions involving termination or sexual harassment may not be referred to the expedited process.

The expedited process shall be heard by one of the mutually-agreed-upon impartial mediator-arbitrators from the list outlined in 32.01.

- a) The arbitrator, in consultation with the parties, shall convene a hearing of the grievance not later than thirty (30) days from being appointed. If the arbitrator is not agreeable or available to commence the hearing within this time period, another arbitrator from the mutually agreed upon list shall be selected, and so on, until one of the arbitrators is available.
- b) At least ten (10) days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
  - to exchange copies of any documents that either party intends to rely on in the hearing;
  - to establish and attempt to agree on facts relevant to the grievance;
  - to engage in discussions regarding the possible settlement of the grievance.
- c) At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
- d) The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
  - The parties will be represented by non-lawyers, and there will be minimal reference to legal authorities;
  - Presentations from each of the Parties shall be limited to no more than thirty (30) minutes each
  - The hearing is expected to conclude within a single day, within business hours.
  - No witnessed shall be heard
- e) The decision of the arbitrator on the merits of the grievance may be rendered verbally at the immediate conclusion of the hearing, or, in any event, within two (2) days following the conclusion of the hearing. The arbitrator will remain seized of the grievance to determine any issues arising from the implementation of his or her decision.
- f) The arbitrator may provide brief written reasons for the decision, however, these must be issued within ten (10) days of rendering the decision.
- g) The decision of the arbitrator shall be binding on the parties; however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

- h) Such decisions from the expedited format shall be final and binding upon the Parties;
- i) The parties may refer an interpretation matter under this process, where they agree the issue is suitable for the expedited process; and they may agree beforehand that the decision of the arbitrator will apply in future.

32.04 All costs related to mediation-arbitration will be shared equally by the parties. Should a party cancel a hearing date, that party will cover 100% of the costs related to the cancellation, and a new date will be scheduled within sixty (60) days of the original date.

32.05 In the event that Management and the Union are unable to reach a new Collective Agreement in a mutually satisfactory fashion, the outstanding issues shall be referred to a single arbitrator for binding arbitration.

## Article 33 Technological Change

33.01 Technological change means the introduction by the Employer or House of Commons of new equipment or information technology significantly different from that previously utilized, a change related to the introduction of such equipment or technology in a manner in which one or more affected employees carry out work, and the nature of the work performed.

33.02 Management will make every effort to ensure that the views of the Union are sought when changes are being considered by the Board of Internal Economy with respect to the use of equipment or technology by bargaining unit members.

Further, when new equipment or technology is introduced, the Union will have input in all decisions made by the Employer with respect to that new technology.

33.03 Prior to the introduction by the Employer or the House of Commons of new technology that will require new or different skills, or the contracting by the Employer for services for the implementation or support of new technology, the Employer shall meet with affected employees, and the union, if necessary, to discuss the required training and support.

33.04 It is agreed that the Labour-Management Committee will monitor technological and health and safety developments related to new technology on an ongoing basis.

33.05 Except as otherwise provided in the Collective Agreement, Management agrees that any technological change will not affect the continued employment or salary of any employee covered under this Agreement.



- 33.06 In carrying out technological change, the Employer agrees to eliminate all major and significant adverse effects on employees.
- 33.07 The Labour-Management Committee shall make every possible effort to ensure that adequate equipment and proper safeguards are in place.
- 33.08 If requested by an employee, every effort shall be made to have changes to office lighting/ergonomic conditions made by the House of Commons.
- 33.09 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the job, the Employer will provide the necessary training during the employee's working hours and at no cost to the employee.

#### **Article 34**

#### **Health and Safety**

- 34.01 The Union and Management shall co-operate on rules and practices that promote a safe and healthy workplace. To that end, a Joint Health and Safety Committee shall be struck annually in order to monitor and engage in the day to day detection, evaluation and reduction of workplace hazards. The Committee shall report to the Labour Management Committee and shall meet a minimum of twice a year or more often if required by the Labour Management Committee or either management or the Union. The individual members of the Union shall designate two individual employees to serve as members of the Committee. Management shall appoint two (2) members to the Committee. These representatives shall be designated to act on behalf of the individual employees and employers respectively for the purposes of the promoting safe and healthy workplaces.
- 34.02 The Employer shall comply with all applicable health and safety legislation and regulations. All such standards shall constitute minimal acceptable health and safety practices. The Union may from time to time bring to the attention of Management any suggestion regarding health and safety and any other suggestions for improvements in conditions of work.
- 34.03 Employees have the right to know about dangers in their working environment. The Employer shall make all relevant information about workplace health and safety available to the Union and the employees as soon as the Employer is aware of such information.
- 34.04 Employees have the right to refuse to work in conditions they know or believe to be dangerous.
- 34.05 No employee shall be required to work on any job or to operate any piece of equipment unless they have received proper training and instruction.

- 34.06 All offices shall be smoke-free and comply with existing health legislation.
- 34.07 Employees shall be entitled to a 10-minute break from computer work for every hour worked on a computer.
- 34.08 Management and the Union agree to familiarize all Employers and employees with the Employee Assistance Program existence and provisions of the House of Commons.
- 34.10 The Employer shall provide in Constituency offices the following:
- i) fire extinguisher(s)
  - ii) smoke alarm(s)
  - iii) security systems such as alarms and buzzers
  - iv) panic button to RCMP or police
  - v) medical/first aid kit
  - vi) earthquake evacuation preparation kit where applicable.
- 34.11 The Employer shall, in consultation with staff, within 60 calendar days of ratification of this agreement, and within 60 calendar days of opening a new Constituency office, establish a safety plan for the office, detailing procedures for evacuation in cases of fire, earthquake, threat to personal security and medical emergencies, and for the regular upkeep of fire and safety devices. The Employer shall ensure that all staff are given orientation on the safety and security procedures in the safety plan, and, if requested, first aid training.

## **Article 35**

### **National Staff Forum**

- 35.01 Management will strive to hold one (1) National Staff Forum at a date determined following consultation with the Union. When Management holds a National Staff Forum, employees shall have the right to travel on Members of Parliament's travel points to attend. The Union shall be entitled to hold its annual general meeting on a date that coincides with the National Staff Forum. Up to four (4) hours shall be allocated to the Union to conduct its business and it shall be considered in addition to the allowances set out in Article 5.
- 35.02 All permanent employees in the bargaining unit shall be entitled to attend these meetings.
- 35.03 Each National Staff Forum shall include anti-oppression training that addresses issues of Islamophobia, homophobia, transphobia, anti-Black racism, ableism, ageism, and colonialism amongst others.

**Article 36****Committees**

- 36.01 Management agrees to recognize a committee of up to six (6) members selected by the Union as a committee for negotiating purposes. Such members shall suffer no loss of salary carrying out these functions.
- 36.02 The Labour-Management Committee shall consist of two members of the Union and its Representative, and two Members of Parliament or designate(s) and the Management representative as designated by the Chief of Staff or designate. This committee shall meet from time to time to attempt to resolve workplace-related problems and to develop an overall program to improve the job skills of the employees. Such discussion will include an assessment of workload issues including non-contact time in constituency offices and in consultation with constituency staff, consider appropriate responses. The parties agree to work through the Labour-Management Committee to monitor working conditions.

**Article 37****Working Conditions**

- 37.01 Employers shall ensure that new employees are provided with training opportunities, including those provided by the House of Commons, relating to the functions of their new positions. Where possible, this will include training in other Employers' offices.
- 37.02 Standard training manuals will be made available to each new employee within 10 working days of his or her start date.

**Article 38****Validity of the Collective Agreement**

- 38.01 The Collective Agreement will be made available in both official languages which have equivalent value for purposes of interpretation.

**Article 39****Duration of the Collective Agreement**

- 39.01 a) This Agreement shall become effective upon ratification by Management and the Union, and shall expire March 31, 2024. It shall automatically be renewed from year to year thereafter unless either party shall give notice in writing to the other party within a period of not more than 90 calendar days or less than 30 calendar days preceding the anniversary of its desire to amend this Agreement.
- b) When the parties agree that a pre-election period exists, or that an election is in progress

at the time of expiry, the collective agreement will be deemed to expire six months after the election.

- 39.02 Within 30 calendar days of the time that either party has served notice on the other party of its desire to amend this Agreement, the parties shall meet to negotiate an amended Agreement.

## **Letter of Understanding I**

Recognizing that both Management and the Union are committed to ensuring that there is equality of opportunity in the workplace, both parties agree to establish an Employment Equity Committee made up of an equal number of representatives of Management and the Union develop an employment equity program in the workplace.

The Employment Equity Committee shall analyze the presence of visible minorities, persons with disabilities, First Nations peoples, women, francophones and other target groups in the workplace, and develop a plan to ensure equality of opportunity to them, and a workforce that is representative of the qualified pool of groups at all levels.

The employment equity plan shall address, but not be limited to, the following: targets and timetables, educational opportunities, job descriptions, hiring and promotion practices, on-the-job training, entry qualifications, and availability of childcare.

The Employment Equity Committee shall be established and undertake its first meeting within six (6) months of the ratification and signing of the Collective Agreement. The Employment Equity Committee shall create a comprehensive Equity and Diversity Policy which addresses, amongst other items, how staff positions may be designated for racialized or Indigenous candidates. This policy shall be created within the first six (6) months of the Committee's first meeting unless an extension is agreed upon by all members of the committee.

## **Letter of Understanding II**

The following positions are excluded from the Bargaining Unit as per article 6.01:

Executive and Media Assistant to the Leader

HR Coordinator

Finance Coordinator

## **Letter of Understanding III**

### **Family Friendly Workplace**

The parties acknowledge that transformations in the world of work and in family structures, rapid technological change, increased demands in the workplace, and the shift in employment relationships toward more precarious, “non-standard” jobs have resulted, for many workers, and often more on women, in additional stress and difficulty in balancing their responsibilities at work and at home

Recognizing that family-friendly provisions are not restricted to raising children, but also include caring for spouses/partners, elderly parents or relatives, and kin with disabilities, and striving to create a stable, healthy and flexible workplace, the parties agree that, to address these issues, appropriate family-friendly provisions should be considered when feasible.

For example, such measures could include expanded telework provisions to allow employees greater autonomy.

The Union and the Employer shall form a Family Friendly Workplace Committee to study how to make the workplace more family friendly within 6 months of the ratification and signing of the Collective Agreement

## **Letter of Understanding IV**

### **Continuation of Benefits**

The parties acknowledge that the provisions of this Agreement comply with the requirements and bylaws of the Board of Internal Economy and its Manual of Allowances and Services at the time of ratification.

The parties agree that, if a benefit enjoyed by bargaining unit members from the House of Commons by virtue of this Agreement is in future removed or deemed to not comply with those requirements and bylaws, the Employer will continue to provide such benefit unless it is impossible to do so.

The parties also agree that employees shall not be obliged to incur financial costs – beyond those basic costs that are considered generally acceptable for participation in similar work environments – in order to perform their duties as assigned by the Employer within the parameters of this Agreement. If the performance of an assigned duty would incur a cost that the Employer can not cover, the employee is within his or her rights to refuse to perform that duty.



## **Letter of Understanding V**

### **Reimbursement of Child Care Costs**

The parties agree that the refusal by the Board of Internal Economy to provide reimbursement of childcare costs for employee travel or for time worked outside of normal working hours is discriminatory towards employees who are parents of young children, especially women.

Accordingly, the parties acknowledge and agree that NDP representatives on the Board of Internal Economy will aggressively pursue amendments to the Manual of Allowances and Services that would allow for the reimbursement of child care costs for employee travel and for time worked outside of normal working hours.

The Union will promote the concept among other unions on Parliament Hill in order to enlist their support in lobbying other parties represented in the House of Commons to achieve this benefit.

It is further agreed that if the Board of Internal Economy begins to allow the reimbursement of such costs, the Union and Management will meet to ensure the reimbursement is put into effect.

NDP Representative shall re-engage in this work within twelve (12) months of the ratification and signing of the Collective Agreement.

## **Letter or Understanding VI**

### **Linguistic Review**

The Labour-Management Committee (LMC) will provide for a thorough review of the collective agreement within six (6) months of ratification. The review shall include, but not be limited to, correction of typographical errors, ensuring English-French equivalence, language simplification and standardization as appropriate, and the adoption of inclusive language and terminology. The revised language will take effect upon approval by the LMC.

## Appendix I - Grievance Presentation Form

### SECTION 1: TO BE COMPLETED BY GRIEVOR

Name: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Office of: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Details of Grievance: (cite specific clauses of the Collective Agreement, where possible)

\_\_\_\_\_

Corrective Action Requested:

\_\_\_\_\_

Signature of Employee

Date

### Section 2: To be completed by UFCW 232 Representative

Approval for presentation of grievance and agreement to represent grievor are hereby given

\_\_\_\_\_

Signature of UFCW Representative

Date

\_\_\_\_\_

Name of UFCW Representative

Telephone

### Section 3: To be completed by Management Representative

\_\_\_\_\_

Signature of Management Representative

Date

\_\_\_\_\_

Name of Management Representative

Telephone

## **Appendix II – Agreement to be Bound**

I agree to be bound by the Collective Agreement between UFCW Local 232 and the New Democratic Party Members of Parliament dated April 1, 2020 and expiring March 31, 2024.

I further agree that I will not commence any civil action against Management or the Employer in connection with the interpretation, application or administration of the Collective Agreement, unless an independent third party concludes that the Union violated the duty of fair representation section as set out in the Canada Labour Code in refusing to either file on my behalf or process to arbitration under the Collective Agreement any grievance I might have against Management or my Employer.

I further agree that the independent third party hearing any allegation of violation of the duty by the Union shall, for all purposes of any proceeding, apply the Canada Labour Code and shall, in all respects, be vested with all of the powers of the Canada Labour Code as though sitting as a Chair or Vice-Chair of the Canada Industrial Relations Board.

## Appendix III – Standard Job Posting

### INTERNAL JOB POSTING

(Only members of UFCW 232 and former members on the recall list may apply at this time)

**Office:**

**Position:**

**Location:**

**Responsibilities:**

**Qualifications:**

**Salary:** \$XX,XXX minimum

The salary levels are subject to clauses 12, 15 and 21 of the collective agreement

**Closing Date:**

**Commencing date:**

**Send Application to:**

**Hiring Committee**

NDP Caucus Services

131 Queen Street

Ottawa, ON K1A 0A6

**Or**

[ndphr@parl.gc.ca](mailto:ndphr@parl.gc.ca) / [npdrh@parl.gc.ca](mailto:npdrh@parl.gc.ca)

**Note:** A collective agreement is in effect between the United Food Commercial Workers Union (UFCW local 232) and the New Democratic Party Members of Parliament. All terms and conditions in the Collective Agreement apply to this posting and this position

All applications will be received and held in confidence. Present and former members of UFCW Local 232 should so indicate on the application.

The NDP actively promotes employment equity. Women, Black, Indigenous and racialized persons, persons with disabilities, 2SLGBTQI+, and anyone from equity seeking groups are strongly encouraged to apply for this position, and qualified applicants from these groups will be given priority. If you are a member of an equity-seeking group, you may choose to identify as such in your application. We are committed to an environment that is barrier free. If you require accommodation at any stage during the hiring process, please do not hesitate to contact the Human Resources Coordinator at [ndphr@parl.gc.ca](mailto:ndphr@parl.gc.ca) to arrange appropriate accommodation. If you are a member of an equity-seeking group, you may choose to identify as such in your application.

## Appendix IV - Letter of Offer

OTTAWA  
[date]

[name]

[address]

Dear [insert title]:

I am pleased to offer you the [permanent full-time position] of [insert position] in the [insert office] at an annual salary of [insert]. Your employment will commence on [insert].

You will find attached your terms and conditions of employment for this position as well as our Policy on Confidentiality and Conflicts of Interest. These are required by the Board of Internal Economy pursuant to the *Parliament of Canada Act* and form part of this letter of offer. They must be accepted for employment in this office.

Due to the unique nature of employment in the [insert office], there are certain terms and conditions that you should specifically review prior to accepting this offer of employment, including: Hours of Work; Compensatory Leave; Vacation Pay and Leave; and, Separation, Termination and Severance Entitlements.

This position is subject to a probation period of [insert] days.

I am attaching the House of Commons Policy on Preventing and Addressing Harassment. On the Parliament of Canada website you will find the Code of Conduct for Members of the House of Commons: Sexual Harassment and The Legal Fees Policy of the Board of Internal Economy which contains a section applicable to employees. Your employment will be governed by all applicable policies adopted by your employer, as well as those adopted by the Board of Internal Economy.

Please read and return a signed copy of this letter confirming that you accept this offer of employment and that you have reviewed and you understand the attached documents.

Should you have any questions, please call my office at [insert]. Yours truly,

[insert]

[insert title]

New Democratic Party

cc: HR Coordinator  
President, UFCW Local 232

I, [insert name], have reviewed and accept this offer of employment, the attached Terms and Conditions of Employment and the Policy on Confidentiality and Conflicts of Interest.

---

Signature

---

Date

## Appendix V - Wage Scale and Jobs Titles by Level

The 2020/2021 wage increase will come into effect within the next full pay period of ratification of the Collective Agreement

All changes to take effect upon ratification of the Agreement then on April 1<sup>st</sup> of each following year.

Employees who have had a raise in fiscal 2020-2021 will not be eligible for any wage increase in fiscal 2020-2021 as per House of Commons rules.

The salary at each level will be calculated based on the effective date of hire.

**The new wage grid will be as follows:**

### Level 1

<b>Employee hired prior to April 1<sup>st</sup> of</b>	<b>Signing to March 31, 2021</b>	<b>April 1, 2021 to March 31, 2022</b>	<b>April 1, 2022 to March 31, 2023</b>	<b>After March 31, 2023</b>
2006	\$52,750	\$53,750	\$54,750	\$55,750
2007	\$52,750	\$53,750	\$54,750	\$55,750
2008	\$52,750	\$53,750	\$54,750	\$55,750
2009	\$52,750	\$53,750	\$54,750	\$55,750
2010	\$52,750	\$53,750	\$54,750	\$55,750
2011	\$52,750	\$53,750	\$54,750	\$55,750
2012	\$52,750	\$53,750	\$54,750	\$55,750
2013	\$52,750	\$53,750	\$54,750	\$55,750
2014	\$52,750	\$53,750	\$54,750	\$55,750
2015	\$52,500	\$53,250	\$54,250	\$55,250
2016	\$51,750	\$52,500	\$53,250	\$54,250
2017	\$51,750	\$52,500	\$53,250	\$54,000
2018	\$51,000	\$51,750	\$52,500	\$53,250
2019	\$50,250	\$51,000	\$51,750	\$52,500
2020	\$50,250	\$51,000	\$51,750	\$52,500
2021	n/a	\$50,250	\$51,000	\$51,750
2022		n/a	\$50,250	\$51,000
2023			n/a	\$50,250

**Level 2**

<b>Employee hired prior to April 1<sup>st</sup> of</b>	<b>Signing to March 31, 2021</b>	<b>April 1, 2021 to March 31, 2022</b>	<b>April 1, 2022 to March 31, 2023</b>	<b>After March 31, 2023</b>
2006	\$58,750	\$59,750	\$60,750	\$61,750
2007	\$58,750	\$59,750	\$60,750	\$61,750
2008	\$58,750	\$59,750	\$60,750	\$61,750
2009	\$58,750	\$59,750	\$60,750	\$61,750
2010	\$58,750	\$59,750	\$60,750	\$61,750
2011	\$58,750	\$59,750	\$60,750	\$61,750
2012	\$58,750	\$59,750	\$60,750	\$61,750
2013	\$58,750	\$59,750	\$60,750	\$61,750
2014	\$58,750	\$59,750	\$60,750	\$61,750
2015	\$58,500	\$59,250	\$60,250	\$61,250
2016	\$57,750	\$58,500	\$59,250	\$60,250
2017	\$57,750	\$58,500	\$59,250	\$60,000
2018	\$57,000	\$57,750	\$58,500	\$59,250
2019	\$56,250	\$57,000	\$57,750	\$58,500
2020	\$56,250	\$57,000	\$57,750	\$58,500
2021	n/a	\$56,250	\$57,000	\$57,750
2022		n/a	\$56,250	\$57,000
2023			n/a	\$56,250

**Level 3**

<b>Employee hired prior to April 1<sup>st</sup> of</b>	<b>Signing to March 31, 2021</b>	<b>April 1, 2021 to March 31, 2022</b>	<b>April 1, 2022 to March 31, 2023</b>	<b>After March 31, 2023</b>
2006	\$65,750	\$66,750	\$67,750	\$68,750
2007	\$65,750	\$66,750	\$67,750	\$68,750
2008	\$65,750	\$66,750	\$67,750	\$68,750
2009	\$65,750	\$66,750	\$67,750	\$68,750
2010	\$65,750	\$66,750	\$67,750	\$68,750
2011	\$65,750	\$66,750	\$67,750	\$68,750
2012	\$65,750	\$66,750	\$67,750	\$68,750
2013	\$65,750	\$66,750	\$67,750	\$68,750
2014	\$65,750	\$66,750	\$67,750	\$68,750
2015	\$65,500	\$66,250	\$67,250	\$68,250
2016	\$64,750	\$65,500	\$66,250	\$67,250
2017	\$64,750	\$65,500	\$66,250	\$67,000
2018	\$64,000	\$64,750	\$65,500	\$66,250
2019	\$63,250	\$64,000	\$64,750	\$65,500
2020	\$63,250	\$64,000	\$64,750	\$65,500
2021	n/a	\$63,250	\$64,000	\$64,750
2022		n/a	\$63,250	\$64,000
2023			n/a	\$63,250



**Level 4**

<b>Employee hired prior to April 1<sup>st</sup> of</b>	<b>Signing to March 31, 2021</b>	<b>April 1, 2021 to March 31, 2022</b>	<b>April 1, 2022 to March 31, 2023</b>	<b>After March 31, 2023</b>
2006	\$69,750	\$70,750	\$71,750	\$72,750
2007	\$69,750	\$70,750	\$71,750	\$72,750
2008	\$69,750	\$70,750	\$71,750	\$72,750
2009	\$69,750	\$70,750	\$71,750	\$72,750
2010	\$69,750	\$70,750	\$71,750	\$72,750
2011	\$69,750	\$70,750	\$71,750	\$72,750
2012	\$69,750	\$70,750	\$71,750	\$72,750
2013	\$69,750	\$70,750	\$71,750	\$72,750
2014	\$69,750	\$70,750	\$71,750	\$72,750
2015	\$69,500	\$70,250	\$71,250	\$72,250
2016	\$68,750	\$69,500	\$70,250	\$71,250
2017	\$68,750	\$69,500	\$70,250	\$71,000
2018	\$68,000	\$68,750	\$69,500	\$70,250
2019	\$67,250	\$68,000	\$68,750	\$69,500
2020	\$67,250	\$68,000	\$68,750	\$69,500
2021	n/a	\$67,250	\$68,000	\$68,750
2022		n/a	\$67,250	\$68,000
2023			n/a	\$67,250

Each employee whose salary is currently above the minimum salary will not be eligible for wage increases. No employee shall fall below the grid point as identified by their level and seniority.

**Bonuses**

All active, full-time, permanent employees on the date of ratification, who remain active, will receive a bonus of five hundred (500) dollars on January 4, 2021, and a five hundred (500) dollar bonus on January 3, 2022.

All active permanent, part-time employees on the date of ratification, who remain active, will receive a bonus of five hundred (500) dollars, pro-rated as per their hours of work, on January 4, 2021 and on January 3, 2022.

Additionally, all full-time, permanent employees, who remain active, will receive a bonus of two hundred and fifty (250) dollars, on January 3, 2023, and a two hundred and fifty hundred (250) dollar bonus on January 3, 2024.

All permanent, part-time employees, who remain active will receive a bonus of two hundred and fifty (250) dollars, pro-rated as per their hours of work, on January 3, 2023, and a two hundred and fifty hundred (250) dollar bonus on January 3, 2024.

### Level 1

<b>LEVEL 1</b>	
<b>DEPT</b>	<b>CURRENT TITLE</b>

### Level 2

<b>LEVEL 2</b>	
<b>DEPT</b>	<b>CURRENT TITLE</b>
MP Office	Member's Assistant / Adjoint(e) du (de la) député(e)
MP Office	Parliamentary Assistant / Adjoint(e) Parlementaire
MP Office	Legislative Assistant / Adjoint(e) législatif(ive)
MP Office	Constituency Assistant/Adjoint(e) en circonscription

### Level 3

<b>LEVEL 3</b>	
<b>DEPT</b>	<b>CURRENT TITLE</b>
Comms/Media	Caucus Press Secretary / Attaché(e) de presse du Caucus
Comms/Media	Communications Officer (Video) / Agent(e) des communications (vidéo)
Comms/Media	Communications Officer (Mail and Products) / Agent(e) des communications (Courrier et produits)
Comms/Media	Communications Officer (Social Media) / Agent(e) des communications (Médias sociaux)
Comms/Media	Communications Officer (Web Support) / Agent(e) des communications (assistance web)
Comms/Media	Communications Officer (Writer) / Agent(e) des communications (Rédacteur/Rédactrice)
Comms/Media	French Writer-Translator / Rédacteur(trice) francophone-Traducteur(trice) (EN-FR)
Comms/Media	Media Logistics Assistant / Adjoint(e) de logistique médiatique
Comms/Media	Media Logistics Assistant / Adjoint(e) de logistique médiatique
Comms/Media	Translator /Traducteur(trice) (FR to EN)
House Leader	House Leaders Assistant / Adjoint(e) du Leader parlementaire
Leader's Office	National Caucus Coordinator / Coordonnateur(trice) du caucus national
Leader's Office	Tour Officer / Agent(e) de la tournée

Operations	Administrative Officer / Agent(e) d'administration
Operations	Correspondence Officer / Agent(e) de la correspondance
Outreach	Database Support Officer / Agent(e) de soutien des bases de données
Outreach	Database Officer / Agent(e) des bases de données
Outreach	Logistics and Data Support Officer / Agent(e) de soutien de la logistique et des données
Outreach	Outreach Officer / Agent(e) des relations communautaires
Outreach	Regional Media Officer / Attaché de presse pour les régions
Research	Issue Manager / Gestionnaire des enjeux
Research	Issue Coordinator / Coordonnateur(trice) des enjeux
Research	Political Researcher / Rechercheur politique
Whip	Committee Officer / Agent(e) des comités
Whip	Whip's Assistant (Lobby Officer) / Adjoint(e) du Whip (Agent(e) de l'antichambre)
Whip	Whip's Assistant (Logistics Officer) / Adjoint(e) du Whip (Agent(e) des logistiques)

#### Level 4

<b>LEVEL 4</b>	
<b>DEPT</b>	<b>CURRENT TITLE</b>
Comms/Media	Senior Communications Officer – Project Coordinator / Agent(e) principal(e) des communications – Coordonnateur(trice) des projets
Operations	Correspondance Coordinator / Coordonnateur(trice) de la correspondance
Operations	IT Coordinator / Coordonnateur(trice) de TI
Outreach	Staff Training Coordinator / Coordonnateur(trice) de la formation du personnel
Outreach	Training Coordinator-Database / Coordonnateur(trice) de la formation-base de données
Research	Research and Issues Management Coordinator / Coordonnateur(trice) de la recherche et des enjeux
Whip	Whip's Assistant (Lobby Coordinator) / Adjoint(e) du Whip (Coordonnateur(trice) de l'antichambre)

## Appendix VI

### Letter of Recognition

I, \_\_\_\_\_, (name of New Democratic Party Member of Parliament), hereby agree to abide by and conform to all provisions of the Collective Agreement between the United of Food and Commercial Workers, Local 232 and the New Democratic Party Members of Parliament. I further agree that ceasing to be a New Democratic Party Member of Parliament, for whatever reason, shall in no way invalidate any obligations on me that may have arisen through the application of the Agreement while I was bound by it.

I hereby authorize that a management appointee, designated from time to time by the Employers, will represent me with respect to any matter arising from this agreement. I acknowledge that such appointee shall further have the authority to discuss any such matter and communicate any position or decision from time to time.

Dated this day \_\_\_\_\_ of \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Receipt of the above Letter of Recognition is hereby confirmed by UFCW Local 232

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MONTHLY SUMMARY LEAVE / SOMMAIRE DES CONGÉS MENSUELS**

Name/Nom: \_\_\_\_\_ Month/Year / Mois/Année: \_\_\_\_\_

Date	No. of hrs / days Nombre d'hrs / jours	Reason / Raison	Details / Détails	Approved by / Approuvé par

**REASONS / RAISONS:**

“OT” = Overtime earned / Temps supplémentaire travaillé

“LT” = Time in-lieu taken / Temps compensatoire pour temps supplémentaire travaillé

“V” = Vacation taken / Congé annuel

“S” = Sick time taken / Congé de maladie

“B” = Birthday taken / Congé d’anniversaire

“FD” = Floating Days / Journée flottante

“UB” = Leave for Union Business / Congé pour affaires syndicales

**NOTES:**


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\_\_\_\_\_  
Signature (Supervisor/Gestionnaire)\_\_\_\_\_  
Signature (Employee/employé(e))

2021

NAME:

START DATE:

ENTITLEMENT	SICK LEAVE		OVERTIME		VACATION		OTHER DAYS OFF		OTHER LEAVE	
	Sick leave Entitlement (Hrs)	Sick leave Used (Hrs)	Approved Overtime Worked (Hrs)	Leave for Overtime approved (Hrs)	Vacation Leave Entitlement (Days)	Vacation Leave Used (Days)	Birthday Used 18-Jan	Floating Days Used (2) Permitted	Union Leave Used (Hrs)	Authorized LWOP Used (Hrs)
202 Entitl.										
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Balance  
(Hrs)

0

Balance  
(Hrs)Balance  
(days)

0