

COLLECTIVE AGREEMENT

BETWEEN

THE NIAGARA PARKS COMMISSION
(hereinafter called "the Employer")

- and -

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union") and it's Local 217

PARK EMPLOYEES
TERM: NOVEMBER 1, 2003 TO OCTOBER 31, 2006
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An agency of the Government of
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PART A - REGULAR EMPLOYEES

ARTICLE 1: RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except Park Police, Servers, students and personnel listed in Appendix I hereto. No student employee will supervise bargaining unit employees.
- 1.02** The term "**Employee**" whenever used in Part A of this Agreement shall mean an employee coming within the Bargaining Unit as described heretofore excluding those persons referred to under Part B - Seasonal Employees.
- 1.03** (a) Seasonal Employees upon completion of nine (9) consecutive months of service (except in Food, Retail, Attractions and Cash Office operations) shall be covered by the terms of this Agreement and not limited to Part B - Seasonal Employees.
- (b) Seasonal Employees (except those in Food, Retail, Attractions and Cash Office operations) shall have a break-in-service of a minimum of three (3) consecutive months after their layoff date.
- (c) Seasonal Employees (except in Food, Retail, Attractions and Cash Office operations) who are re-employed within three (3) consecutive months of their layoff date shall be covered by the terms of this Agreement, and not limited to Part B - Seasonal Employees.
- (d) Seasonal Employees in Food, Retail, Attractions and Cash Office operations may work a maximum of fifty (50) consecutive weeks in a twelve (12) month period. Any of these employees working more than fifty (50) consecutive weeks in a twelve (12) month period shall be covered by the terms of this Agreement and not limited to Part B - Seasonal Employees.
- (e) Upon mutual agreement between the Employer, the Union and the employee, the employment of those described above may be extended to a maximum of fifty (50) consecutive weeks in a twelve (12) month period.

- (f) Where a Seasonal position has been filled on a full-time basis for two (2) consecutive years, it shall become subject to the complement review process for consideration for posting as a regular full-time position.
 - (g) The Parties agree to form a committee of three (3) members from the Employer and three (3) members from the Union to address job evaluation for seasonal employees and the issue of the full integration of seasonal employees and full-time employees.
- 1.04** (a) The Employer agrees to provide all newly hired bargaining unit employees with a letter from the President of the bargaining unit (Appendix VIII) along with a copy of the Collective Agreement.
- (b) The Employer will provide to the Secretary of Local 217 a list showing the name, address, position and location of each bargaining unit employee in June and October of each year. In addition, the Employer will provide the Secretary of Local 217 with periodic reports outlining new hires and terminations of employees in the bargaining unit. The Employer also agrees to provide the Secretary of Local 217 with the address changes of bargaining unit employees as supplied to the Human Resources Department.
- 1.05** A sufficient number of copies of the Collective Agreement shall be made available within the Employer to ensure that employees have access to its provisions, terms and conditions.
- 1.06** The Employer will direct correspondence between the Parties regarding issues arising out of the Collective Agreement to the following:

Fonthill Regional Office
President, Local 217
Secretary, Local 217
Grievor and Chief Steward, Local 217 (in case of grievance)

ARTICLE 2: NO DISCRIMINATION

- 2.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 2.02** The Union further agrees that there will be no solicitation for membership or collection of dues during working hours. The Union further agrees that there will be no Union activities on the premises of the Employer, except as specifically referred to in this Agreement or agreed to in writing by the Employer.
- 2.03** The Employer and the Union further agree that there will be no discrimination on grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in Section 9(1) of the *Ontario Human Rights Code (O.H.R.C.)*.
- 2.04** It is recognized that in accordance with Section 13 of the *O.H.R.C.*, the Employer's Employment Equity Program shall not be considered a contravention of this Article.
- 2.05 Sexual Harassment**
- (a)** All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her Employer or another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (b)** Every employee covered by this Agreement has a right to be free from:
- i)** sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- ii)** a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

- (c) The time limits set out in Article 13 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- (d) The time limits for the processing of a complaint or grievance under Article 13 of the Collective Agreement shall be suspended until the employee is given notice in writing of the results of any investigation undertaken pursuant to the Employer's Harassment Policy.
- (e) Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 13 to be presented to the Supervisor may be presented directly to the General Manager or the Director of Human Resources. It is agreed that the individual assigned to handle the complaint or grievance will not be a person who is the subject of the complaint giving rise to the grievance.
- (f) An employee who makes a complaint under this Article may be accompanied and represented by an Employee Representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation undertaken pursuant to the Employer's Harassment Policy.

ARTICLE 3: MANAGEMENT FUNCTIONS

- 3.01** The Union acknowledges that, except as specifically modified elsewhere in this Agreement, it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, transfer, classify, promote, demote and suspend or otherwise discipline employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
 - (c) Make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of an employee;

- (d) Manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan their operations, direct the work force, determine the number of personnel required from time to time, the number and location of offices and facilities, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) Establish schedules of work, the extension limitation, curtailment or cessation of operations and exercise all other rights and responsibilities of management.

ARTICLE 4: SALARIES

- 4.01 (a)** Salaries shall be as per attached Appendix II, Part A, which forms part of this Agreement.
- (b)** It is understood that any pay equity or special value adjustments applied to regular positions at the Niagara Parks Commission will be the pay equity or special value adjustments identified in the Employer's Pay Equity Plan **not** The Ontario Public Service Pay Equity Plan. The Employer and the Union agree to maintain The Employer Pay Equity Plan in accordance with the requirements of the *Pay Equity Act*.
- 4.02** The Employer will review the performance of employees every six (6) months or twelve (12) months (as set out in Appendix II) for the purpose of determining rate increases within the ranges provided in Appendix II. An employee not receiving a merit rate increase shall be notified in writing. Withholding of an increment may be the subject of a grievance provided it is filed within fourteen (14) days of receipt of such written notification.

ARTICLE 5: HOURS OF WORK

- 5.01 (a)** The normal work week for employees of the classifications set out:
- (i)** in Schedule 1 of Appendix III attached to this Agreement shall be thirty-six and one-quarter (36 1/4) hours;
 - (ii)** in Schedule 2 of Appendix III attached to this Agreement shall be thirty-seven and one-half (37-1/2) hours;

(iii) in Schedule 3 of Appendix III attached to this Agreement shall be forty (40) hours;

(b) It is understood that the provisions of this Section are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week, or any period whatsoever.

5.02 The Employer recognizes the desirability of scheduling time worked from Monday through Friday of each week and agrees to make every reasonable effort consistent with operating requirements to schedule hours of work during such days for as many employees as is reasonably practical. It is recognized that the Employer operates facilities that are open seven (7) days a week. This being the case, many employees cannot be scheduled during such five (5) days and different schedules may be arranged as operating conditions demand, but such schedules will be held to a minimum. However, in all cases, employees will be entitled to two (2) consecutive days off, and at least twelve (12) hours time off between shifts.

5.03 Changes in work schedules shall be posted at least fourteen (14) calendar days in advance except in a situation of emergency, circumstances beyond the control of the Employer or where alternative work arrangements have been made in accordance with Clause 5.05.

5.04 It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 7 (Overtime) or Clause 7.04 (Call Back) or Clause 7.05 (Stand-by).

5.05 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks or variable work hours.

Any agreement with respect to compressed work week arrangements shall include:

- (1) Work Unit and employees Covered
- (2) Hours of Work
- (3) Overtime
- (4) Holiday Payment
- (5) Short Term Sickness Plan and Vacation Credits
- (6) Workers' Compensation
- (7) Shift Premium
- (8) Term

For example see NPC Police Compressed Work Week Agreement - Appendix VI.

ARTICLE 6: SHIFT PREMIUMS

- 6.01** Effective January 1, 1990, an employee shall receive a shift premium of forty-eight (48) cents per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the forty-eight (48) cents per hour premium shall be paid for all hours worked.
- 6.02** Notwithstanding 6.01, effective January 1, 1990, an employee shall receive a shift premium of fifty-eight (58) cents per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-eight (58) cents per hour premium shall be paid for all hours worked.
- 6.03** Notwithstanding 6.01 and 6.02, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- 6.04** Shift premiums shall not be considered as part of an employee's basic hourly rate.
- 6.05** A shift premium shall not be paid to a regular day worker who may be required to work overtime, as well as in the case of an employee who, for mutually agreed upon reasons, works a fixed off shift for which he/she would otherwise be entitled to a shift premium. Shift premium payments shall not be considered as part of the employee's pay for such purposes as calculation of overtime, pension contributions, or for computation of attendance credit gratuities.

**ARTICLE 7: OVERTIME/COMPENSATING TIME OFF/
CALL-BACK/STAND-BY/MEAL ALLOWANCE**

7.01 For the purpose of this Article "Overtime" means a period of time worked, consisting of at least and computed to the nearest fifteen (15) minutes, which is performed on a regular working day in addition to the regularly scheduled hours or any period of work performed on a day that is not an employee's regular working day.

7.02 Except as provided in Clause 7.03, overtime shall be approved in advance by management and paid at the rate of one and one-half (1 1/2) times the normal hourly rate of the employees.

7.03 (a) In order to retain as many employees on Regular Staff as is reasonably practical during the off season, the employees as set out in Schedule 3 of Appendix III will be Seasonal Exceptions.

Schedule 3(b) (Appendix III) Seasonal Exceptions shall be granted one and one-half (1 1/2) hours of compensating leave for each hour worked in excess of the normal weekly hours during the period of May 1st to September 30th each year up to a maximum of one hundred and thirty-six (136) hours. Overtime shall be paid for hours worked in excess of their normal weekly hours which exceed the maximum permissible banked hours during the period.

Schedule 4 (Appendix III) Seasonal Exceptions shall be granted one and one-half (1 1/2) hours of compensating leave for each hour worked in excess of the normal weekly hours during the calendar year up to a maximum of one hundred (100) hours. Overtime shall be paid for hours worked in excess of their normal weekly hours which exceed the maximum permissible banked hours during the period.

(b) Excluding the above Seasonal Exceptions, where there is mutual agreement with management, employees may receive compensating leave in lieu of pay at the overtime rate for overtime worked.

7.04 Call Back

- (a) Where an employee has left the Park area on the completion of his or her regular shift and is subsequently called back before the commencement of his or her next regularly scheduled shift, he or she shall receive four (4) hours at the overtime rate. Where the employee performs work for more than four (4) hours after being so required to report to work, he or she shall be entitled to a minimum of eight (8) hours at the overtime rate, except to the extent that such period of hours worked overlaps, or extends into, his or her regular shift.
- (b) In no case will an employee be required to work more than sixteen (16) consecutive hours without an eight (8) hour work break.
- (c) Call-back opportunities are to be allocated on a rotating basis among the employees normally responsible for carrying out the work, using seniority as the deciding factor.

A list of all call-backs, with names, times and description of work performed shall be posted in the appropriate department.

7.05 Stand-by

- (a) Stand-by time shall be any period of time that is not a regular working period during which an employee on written instructions from the Director or a person designated by the Director is required to be available to immediately return to work.
- (b) Payment for stand-by shall be at the overtime rate of pay for one-third (1/3) of the hours on stand-by, but where such stand-by time is less than the number of hours in the regular working day, the employee shall be credited with one-third (1/3) of the number of hours in his/her regular working day, at the overtime rate.
- (c) In the event that an employee who is performing stand-by service is called to his or her place of work, he or she will be compensated for such work in accordance with provisions for overtime and in such an event compensation for stand-by service will be suspended for the duration of the period worked. If such work is performed on a holiday as designated in Appendix IV, Article 58, another day will be paid.

7.06 There shall be no duplication or pyramiding of overtime payment or compensating leave nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime or holiday premium is payable.

7.07 Meal Allowance

- (a) An employee who continues to work more than two (2) hours of overtime immediately following his/her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his/her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to nine dollars (\$9.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- (b) A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his/her workplace.
- (c) Gratuities and taxes are to be included in the actual cost of meal claims.

ARTICLE 8: JURY DUTY OR COURT WITNESS

8.01 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may at his/her option:

- (a) treat the absence as leave without pay and retain any fee received as a witness or juror;
- (b) deduct the period of absence from accumulated vacation credits or compensating leave credits and retain any fee received as a witness or juror; or
- (c) treat the absence as leave with pay and pay to the Employer any fee received as a witness or juror.

ARTICLE 9: MILITARY TRAINING

9.01 The General Manager may grant leave of absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 10: SENIORITY

10.01 An employee will be on probation until he/she has completed three (3) consecutive months of employment with the Employer. Upon completion of such probationary period, he/she shall acquire seniority in his/her grade and classification in the Department concerned. Seniority thus acquired shall be exercisable with his/her grade and classification in the manner set out in this Article.

10.02 (a) When the Employer decides the circumstances require a reduction of personnel and where the qualifications of the employees for the job concerned are relatively equal, the seniority of the employees shall apply. Employees with more seniority will have the right to displace employees with less seniority in the same classification or a classification with a lower maximum salary provided that the Employer determines that the surplus employee is qualified to perform the work of the displaced employee. Upon receiving a layoff notice, an employee who wishes to exercise his/her seniority may do so providing he/she notifies the Human Resources Department in writing of his/her intent to exercise his/her seniority within seventy-two (72) hours of receiving notification of layoff.

(b) Recall

When the Employer decides to recall employees and where the qualifications are relatively equal, the seniority of the employee shall apply.

(c) A Regular employee's seniority will accumulate upon completion of a Probationary Period and shall include time worked as a Seasonal Employee with one (1) season of seasonal employment being equal to 2/3 year (eight (8) months) full time service. Seniority thus acquired shall be exercisable for lay-off and recall purposes only as outlined in this Article. This article will apply to both present and future Regular Employees.

Management will complete the recalculation of seniority for all present full-time employees affected by this Article by April 1, 2005. Future employee's seniority will automatically be calculated upon completion of a full-time probationary period.

The Employer further agrees to meet with the Union regarding the qualification criteria to be used in the event of staff downsizing prior to notifying the employees concerned of a reduction in personnel.

10.03 Seniority shall be lost and employment deemed to be terminated if the employee:

- (a) voluntarily quits;
- (b) is discharged for cause, unless such discharge is reversed through the grievance procedure;
- (c) is laid off for a period in excess of twelve (12) months;
- (d) overstays a leave of absence without the written permission of the Employer;
- (e) utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- (f) being laid off fails to notify the Employer of his/her intention to return to work within five (5) days following mailing of a registered letter to the last recorded address with the Employer, or having provided such notification, if the employee fails to return to work within ten (10) days from the date of mailing of such registered letter.

ARTICLE 11: LEAVE OF ABSENCE

11.01 Leave of absence without pay may be granted by the Employer for legitimate personal reasons and such leave shall not be unreasonably withheld. It is understood that in granting such leave, the Employer will be provided with reasonable explanation for the leave request.

- 11.02** Leave of absence without pay may be granted to employees to attend conventions, school and seminars conducted by the Union, and shall not be unreasonably withheld.
- 11.03** Leave of absence because of Maternity, Parental and Adoptive Leave shall be granted in accordance with Articles 60 and 61 of Appendix IV.
- 11.04** Bereavement leave of absence shall be granted in accordance with Article 59 of Appendix IV.
- 11.05** Leave of absence with pay and without loss of credits shall be granted to a member of the Union who participates in negotiations, up to the event of a strike or lockout, provided that no more than five (5) employees at any one time shall be permitted such leave for any one set of negotiations. Leaves of absence granted under this sub-section shall include reasonable travel time.
- 11.06** Upon request, in writing, and provided that reasonable notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union. The Union shall reimburse the Employer for all compensation paid to members granted leave under this Article. The above provisions apply to members elected to the Central OPSEU Executive Board and not the Local Executive.
- 11.07** Leave of absence with pay and no loss of credits will be granted to conduct the internal affairs of the Local on the following basis:
- (a)** only the President, Vice President, Secretary, Chief Steward of Local 217 shall be granted such leave;
- the leave shall be for a single period of not more than six (6) hours per month in total, and unused leave shall not be cumulative;
- (b)** the leave must be approved in advance by the employee's supervisor and providing that customer service will not be compromised;

- (c) the President, Vice President, Secretary, Chief Steward shall not, during his/her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources.

11.08 The General Manager or designee may grant an employee leave of absence without pay or loss of accumulated credits on religious grounds for the purpose of observing authorized religious holidays. Such leave shall not be unreasonably withheld.

**ARTICLE 12: POSTING AND FILLING OF VACANCIES
OR NEW POSITIONS**

12.01 All vacancies for new or established positions to be filled within the Bargaining Unit, shall be posted for ten (10) working days on The Employer's bulletin boards located throughout the Park.

An employee desiring the new or established position must make application in writing to the Human Resources Office within ten (10) working days of the date of posting of the notice.

12.02 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work and the area in which the position exists.

12.03 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be a consideration.

12.04 For the purpose of filling vacancies under Clause 12.03 the following definition of seniority shall apply:

- (a) Seniority for a Regular Employee shall be the date of appointment to Probationary Staff;

- (b) A Seasonal Employee's seniority will accumulate upon the completion of a Probationary Period and shall include all hours worked as a Seasonal Employee at the straight time rate. A year's seniority is based on the completion of two thousand and eighty (2,080) hours.

ARTICLE 13: GRIEVANCE PROCEDURE

13.01 COMPLAINT STAGE

It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Agreement including any question as to whether a matter is arbitrable.

Any employee who believes he/she has a complaint or a difference with the Employer shall first discuss the complaint or difference with his or her Supervisor within fifteen (15) days of first becoming aware of the complaint or difference. If any complaint or difference is not satisfactorily settled by the Supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner.

13.02 STAGE ONE

The employee may file a grievance in writing with the Director. The Director shall give the Grievor a decision in writing within seven (7) days of the submission of the grievance.

13.03 STAGE TWO

If the grievance is not resolved under Stage One the employee may submit the grievance to the Director of Human Resources or a designee within seven (7) days of the date that the Grievor received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the Grievor may submit the grievance to the Director of Human Resources or a designee within seven (7) days of the date that the Supervisor was required to have his/her decision in writing in accordance with Stage One.

13.04 The Director of Human Resources or a designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the Grievor a decision in writing within seven (7) days of the meeting.

13.05 If the Grievor is not satisfied with the decision of the Director of Human Resources or a designee or does not receive the decision within the specified time the Grievor may apply to the Grievance Settlement Board for a hearing of the grievance:

(a) within fifteen (15) days of the date the Grievor received the decision; or

(b) within fifteen (15) days of the specified time limit for receiving the decision.

13.06 The employee may be accompanied and represented by an employee representative at each stage of the grievance procedure.

13.07 The Union shall advise the Director of Human Resources of the Union Stewards together with the areas they are authorized to represent. This list shall be updated at least every six (6) months.

13.08 DISMISSAL

Any Probationary Employee who is dismissed or released shall not be entitled to file a grievance.

13.09 Any employee other than a Probationary Employee who is dismissed shall be entitled to file a grievance at Stage Two of the grievance procedure provided that the employee does so within twenty (20) days of the date of dismissal.

13.10 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

13.11 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

13.12 The time limits contained in this Article may be extended by agreement of the Parties in writing.

13.13 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

13.14 POLICY GRIEVANCE

The Union shall have the right to file a grievance based on a difference arising directly with the Employer concerning the alleged violation of this Agreement. However, such grievance shall not include any matter upon which an employee(s) is personally entitled to grieve and the regular grievance procedure shall not be thereby by-passed.

Such grievance shall be presented in writing signed by the Union's President or Vice-President to the General Manager or the Director of Human Resources within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Stage Two of the Grievance procedure.

13.15 MANAGEMENT GRIEVANCE

The Employer shall possess the right to file a grievance and the procedure shall be as follows:

Stage 1

The Director of Human Resources on behalf of the Employer shall lodge the grievance with the President of Local 217 within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of the receipt of the grievance, the President and two (2) other elected or appointed officials of the Union shall meet with the Director of Human Resources to discuss the grievance. Within ten (10) days after said meeting, the President shall deliver to the Director of Human Resources the Union's answer to the grievance.

Stage 2

If the Employer is not satisfied with the disposition of the grievance by the Union's Grievance committee, the matter may be submitted to arbitration in which event the procedure as set forth in Clause 13.05 shall apply.

13.16 MEDIATION/ARBITRATION

The Parties agree that the earliest resolution to matters giving rise to grievances is the desired result. To that end, the Parties may decide to meet with an agreed to mediator/arbitrator in order to assist with the process. The bargaining agent and the Employer will each pay one-half (1/2) of the cost of the mediation/arbitration.

13.17 LETTERS IN PERSONAL FILES

Except in instances of workplace violence, sexual harassment and theft, excluding those that were subject to a grievance that was upheld, all letters of reprimand, suspension or other disciplinary action will be deemed to be removed from the record of an employee after three (3) years, providing the record of the employee has been clear of any similar offence during the three (3) years.

ARTICLE 14: EMPLOYEE BENEFITS

14.01 The Employer agrees to maintain the employees' benefits currently in effect, subject to its own requirements and procedures.

The eligibility requirements and other benefit details are outlined in Appendix IV.

The Employer further agrees to pay its share of the premium (See Appendix V) subject to the payment of the balance of the premium by an employee through payroll deduction.

ARTICLE 15: NOTICES

15.01 Union notices that receive the prior approval of the Employer will be posted on notice boards designated by the Employer, provided such notices are of Union meetings, elections, conventions or social events.

15.02 The Union will not distribute, post, cause or permit to be distributed or posted on the Employer's property, for or on its behalf, any pamphlets, advertising or political matter, cards, notices or other kinds of written material except with the written permission of the Director of Human Resources or Designate.

ARTICLE 16 - CLASSIFICATION PROCEDURE

16.01 The Parties agree to establish a joint job evaluation committee to deal with all matters pertaining to classification of bargaining unit positions covered by this Agreement. The Committee shall operate according to Terms of Reference which shall be established and mutually agreed upon by the Parties.

16.02 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of the employee's former position.

(1) An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to the employee's present rate of pay, except that:

- where such a change results in an increase of less than three percent (3%) the employee shall receive the next higher salary rate again, which amount will be considered as a one-step increase.
- a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.

(2) Where an employee:

(a) at the maximum rate of the salary range is promoted, a new anniversary date is established based upon the date of promotion.

(b) at the rate less than the maximum in the salary range is promoted and receives a promotional increase:

- greater than a one-step increase, a new anniversary date based on the date is established based on the date of promotion.
- of one-step or less, the existing anniversary date is retained.

16.03 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

- i) An employee to whom the above Clause applies is entitled to be appointed to the first vacant position in the former class that occurs in the same department where the employee is able to perform or be retrained to perform the duties and responsibilities of the position.
- ii) In terms of retraining, the employee will meet with the employer to discuss the requirements of the position and develop a training plan. The employee must commit to the training program and acquire the necessary skills and qualifications within a specified timetable. Failure to commit or meet the timetable will nullify this entitlement. The Employer will pay for all training costs it deems necessary to complete the retraining requirements.

16.04 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to a salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

16.05

- (1) Where, because of the abolition of a position, an employee is assigned from one position to another position and the position to which the employee is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which the employee was assigned, the employee shall continue to be entitled to salary progressions based on merit to the maximum salary of the higher classification including, any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes place.
- (2) Sub-section 1 applies only where there is no position that the employee is qualified for, and that the employee may be assigned to, and that is:

- (a) in the same classification that applies to the employee's position before the position was abolished; or
- (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.

16.06 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, the employee shall not receive any salary progression or salary decrease for a period of six (6) months after the assignment, and if at the end of that period, the employee is unable to accept employment in the former classification, the employee shall be assigned to a classification consistent with his or her condition.

16.07 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate the employee was receiving at the time of the demotion, effective from the date of the demotion.

16.08 Joint Job Evaluation Maintenance

It is important that each Party maintain accurate records of job descriptions and ratings on an ongoing basis. Failure to do so will damage the integrity of the program.

Provisions for maintaining job descriptions and ratings and making the necessary adjustments that occur from time to time, as a result of new or changed conditions, are as follows:

The Job Evaluations and Job Descriptions shall continue in effect unless the job content is substantially changed by the Employer or a new position is created by the Employer.

Joint Job Evaluation Committee

- (a) A Joint Job Evaluation Committee (JJEC) will be established to deal with the maintenance of the job evaluation system. The JJEC shall consist of two (2) members and one (1) alternate from each Party.

- (b)** When the Employer determines that a new position is to be created, the following procedure shall be in effect:
- (i)** the Employer shall create a position description for the new position;
 - (ii)** the Human Resources Department shall establish a temporary rate for the position;
 - (iii)** the position will be filled in accordance with the appropriate requirements of the Collective Agreement;
 - (iv)** after the incumbent has been in the position for three (3) months, the Human Resources Department and the Department concerned shall prepare a final position description;
 - (v)** the position description shall be forwarded to the JJEC for evaluation;
 - (vi)** the evaluation results of the new position shall be final and effective after the position has been filled for three (3) months;
 - (vii)** should the JJEC be unable to reach a decision, the matter may be referred to the Board of Referees.
- (c)** If the content of an existing position is substantially changed by the Employer, either the Employer or the incumbent may request a re-evaluation of the position and the following procedure shall be followed:
- (i)** the Employer shall prepare a revised position description which will be forwarded to the JJEC by the Human Resources Department;
 - (ii)** once rated, the results shall be communicated to both the incumbent and the Supervisor;
 - (iii)** the decision of the JJEC shall be final and binding on the Parties;
 - (iv)** should the JJEC be unable to reach a decision, the matter may be forwarded to the Board of Referees;

- (v) should the wage rate of an existing position be altered as the result of a re-evaluation, the wage rate shall be effective at the beginning of the pay period following the signing of the revised job description. Should the new wage rate be lower than the old wage rate, the incumbent shall be red-circled.

Appeals

1. New Position

Newly created positions shall be rated by the JJEC as outlined in the above procedures.

Incumbent(s) must perform the duties of a newly created position for at least six (6) months before an appeal can be submitted to the JJEC with regards to the rating.

The appeal must state in writing why the incumbent(s) disagree with the rating for the position.

The JJEC's decision will be final and binding on the Parties. Should the JJEC be unable to reach a decision, the matter shall be referred to the Board of Referees.

2. Changes in Job Content of an Existing Position

If the content of the existing position changes and the JJEC re-evaluates the position, the incumbent(s) may, if dissatisfied with the ratings, submit in writing, their reasons for disagreeing. This process may also be initiated by the Employer.

The JJEC will address the appeal and their decision will be final and binding upon the Parties. Should the JJEC be unable to reach a decision, the appeal may be forwarded to the Board of Referees.

- 3. The parties agree appeals will be heard and resolved within three (3) months of submission.

Board of Referees

1. Should the JJEC be unable to agree on the ratings of any position, the matter shall be forwarded to a Board of Referees consisting of one (1) Employer representative and one (1) Union representative. The decision of the Board of Referees shall be final and binding.
2. Should the Board of Referees be unable to reach a decision, the matter will be discussed with the JJEC for final decision which will be binding on the Parties.

ARTICLE 17: DEDUCTIONS

- 17.01** There shall be deducted from the regular bi-weekly pay of every employee in the bargaining unit, the regular dues as authorized under the bylaws of the Union.
- 17.02** The amounts so deducted shall be remitted to the Union Head Office by the fifteenth (15th) of the following month in accordance with and subject to the conditions set out in *The Crown Employees Collective Bargaining Act*. The cheque shall be accompanied by a list of the employees from whom the deductions have been made.
- 17.03** The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 18: TOOL ALLOWANCE

18.01 A tool allowance of one hundred and ten dollars (\$110.00) will be paid annually to employees in the Classifications set out below, provided they are required to supply their own tools. This allowance will be pro-rated from the date of appointment to Regular Staff and will be contingent upon presentation of an appropriate receipt.

Elevator Mechanic	Maintenance Plumber
Maintenance Carpenter	Maintenance Refrigeration Mechanic
Maintenance Electrician	Maintenance Sheet Metal Worker
Maintenance Mason	Mechanic 1 & 2
Maintenance Mechanic	Senior Small Motor Repair

ARTICLE 19: REST PERIOD

19.01 A rest period of ten (10) minutes will be observed in each half of a shift. It is understood that these breaks are to be flexible so that customer service is not compromised. Management will endeavour to provide breaks as close to the midpoint of each half of a shift as possible.

ARTICLE 20: TRAVELLING

20.01 Kilometric Rates

If an employee is required to use his/her automobile on the Employer's business the following rates shall be paid.

Kilometres Driven	Southern Ontario Rate
0 - 4,000 km	35.0 cents/km
4,001 - 10,700 km	30.0 cents/km
10,701 - 24,000 km	21.0 cents/km
over 24,000 km	17.5 cents/km

Kilometres are accumulated on the basis of a fiscal year (November 1 to October 31, inclusive).

20.02 Time Credits While Travelling

- (a) Where an employee is required to travel outside of normal working hours in carrying out his or her duties and responsibilities, he/she shall be credited with such travelling time when approved by the Employer. Travel time for educational courses paid for by the Employer will not be approved unless the course is a duty assignment.
- (b) Where an employee travels by public transportation, his/her time shall be credited from one (1) hour prior to departure until one (1) hour after the actual arrival of the carrier at its destination.
- (c) When an employee travels by automobile either from home or the workplace, his/her time shall be credited from the time of departure until the destination is reached and from the time of departure from the destination until the employee reaches home or the workplace.
- (d) Where an employee is required to travel on a regular day off or on a holiday in accordance with Appendix IV, Article 58 (Holidays), he/she shall receive a minimum of four (4) hours.
- (c) All travelling time shall be credited to the employee as compensating leave. It is recognized however, that where the scheduling of such leave results in unacceptable service and/or productivity concerns, it may be necessary to pay an employee for travelling time. Such payment shall be at his/her basic hourly rate.

ARTICLE 21: TEMPORARY ASSIGNMENTS

21.01 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he/she shall be paid acting pay from the day the employee commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), the employee shall receive the next higher salary rate.

21.02 When the Employer temporarily assigns an employee to the duties and responsibilities of a position in a classification with a lower salary maximum

where there is not work reasonably available for the employee in the position from which the employee was assigned, the employee shall be paid the lower applicable classification rate to which the employee was assigned after the expiration of ten (10) consecutive working days in such lower classification.

21.03 When the Employer temporarily assigns an employee to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for the employee in the position from which the employee was assigned, the employee shall continue to be paid at the rate applicable to the classification from which the employee was assigned.

21.04 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement the employee shall retain his or her rights and obligations under the Collective Agreement.

21.05 Article 21 shall only apply where the employee is performing the normal daily duties of the position.

21.06 When the Employer temporarily assigns an employee to perform the duties and responsibilities of a position, Article 12 (Posting and Filling of Vacancies or New Positions) applies where the duration of the temporary assignment is beyond six (6) months in length, except when the vacancy occurs due to Maternity/ Parental/ Adoption Leave and WSIB.

21.07 Except as provided in 21.06, in no case shall any provision of the Collective Agreement relating to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 22: CLOSING OF FACILITIES

22.01 In the event that it becomes necessary to permanently shut down any facilities or operations, the Union shall receive as much advance notice as possible, but in any case, shall be notified of the closures no less than ninety (90) days in advance of the proposed date of commencement of the closure.

ARTICLE 23: HEALTH AND SAFETY

23.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

23.02 *The Occupational Health and Safety Act* shall be followed regarding inspections of the physical condition of the workplace. Time off with pay and without loss of credits will be allowed in order to complete the inspections and the necessary documentation.

23.03 It is agreed that both the Employer and employees will follow the *Occupational Health & Safety Act*.

23.04 SAFETY FOOTWEAR

Upon submission of a receipt, regular employees who are required to wear safety footwear will be entitled to a maximum one hundred dollars (\$100.00) per calendar year toward the purchase of CSA approved safety footwear (i.e., Grade 1 type – green patch and orange omega triangle).

Safety footwear is required in those occupation groups where there is a risk of serious or significant foot injury due to equipment and/or materials handling. The following occupations or sections meet the requirement for safety footwear:

Carpenter	Paint and Sign Shop	Shipping and Receiving
Masons	Kitchen Duties	People Mover Garage
Roads	Electrical/Mechanical	Distribution Centre
Welding	Maintenance Centre Garage	Janitorial
Storekeeper	Horticulture Grounds Maintenance	

23.05 PROTECTIVE CLOTHING

The initial issuance of protective clothing for the central distribution system shall be as follows:

New Regular Employee

5 pants (long or short), 4 shirts (long or short sleeve) and 2 coveralls (if required)

Winter Parkas, Spring/Fall Jackets and Sweatshirts

Winter parkas will be supplied to those employees required to work outside on a regular basis during winter weather.

Spring/Fall jackets and sweatshirts will be supplied to those employees required to work outside on a regular basis.

Sweatshirts will be supplied to the People Mover Drivers.

Raincoats will be made available to employees who are required to work outside in inclement weather.

In all cases, replacement clothing will be issued as needed.

23.06 The Employer agrees to develop policies and procedures to deal with violence in the workplace. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policies.

23.07 Health and Safety Committee members shall be entitled to ongoing training as required.

23.08 Video Display Terminals

(a) After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.

(b) At the beginning of assignment to VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

- 1) unaided visual acuity (letter chart test)
- 2) refractive findings
- 3) corrected visual acuity
- 4) amplitude accommodation
- 5) suppression
- 6) muscle balance (near, one metre, distant)
- 7) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- (c) A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to her supervisor together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- (d) Upon receipt of the written request specified in (c) above, the employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the classification of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum.
- (e) Where an employee is assigned to a vacancy in accordance with this Clause, the provisions of Articles 12 and 29 shall not apply.
- (f) Where an employee is assigned to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- (g) Where it is not possible to assign an employee, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 60 (Pregnancy Leave).

- (h) An employee who does not accept an assignment made in accordance with (d), may elect either to continue work in her original position or request leave of absence in accordance with (g).
- (i) Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

23.09 Early and Safe Return To Work

The Employer, being committed to providing fair and consistent practices for accommodating employees who have been ill, injured or have sustained a permanent disability, will accommodate employees in accordance with the *Human Rights Code* and all relevant legislation. The Union shall designate one member to represent the employees when discussing work accommodation efforts.

ARTICLE 24: LICENCES

- 24.01** The Employer agrees to pay for any licences that are initiated by management which are not a normal requirement of the job. Under these conditions, the employer agrees to pay for both the initial and renewal fees for the licence plus the cost, if any, of obtaining medicals required as part of obtaining the licence.
- 24.02** It is agreed that the Employer will be responsible for the payment of Pesticide Applicator's licence fees, both initially and on renewal. These fees will be covered only when it has been determined by management that the licences are required.

PART B - SEASONAL EMPLOYEES

ARTICLE 25: RECOGNITION

25.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except Park Police, Servers, students and personnel listed in Appendix I hereto. No student employee will supervise bargaining unit employees.

25.02 The term "*Employee*" whenever used in Part B of this Agreement shall mean an employee coming within the Bargaining Unit as described heretofore excluding those persons referred to under Part A - Regular Employees.

25.03 (a) Seasonal Employees upon completion of nine (9) consecutive months of service (except in Food, Retail, Attractions and Cash Office operations) shall be covered by the terms of this Agreement and not limited to Part B - Seasonal Employees.

(b) Seasonal Employees (except in Food, Retail, Attractions and Cash Office operations) shall have a break-in-service of a minimum of three (3) consecutive months after their layoff date.

(c) Seasonal Employees (except in Food, Retail, Attractions and Cash Office operations) who are re-employed within three (3) consecutive months of their layoff date shall be covered by terms of this Agreement and not limited to Part B - Seasonal Employees.

(d) Seasonal Employees in Food, Retail, Attractions and Cash Office operations may work a maximum of fifty (50) consecutive weeks in a twelve (12) month period. Any of these employees working more than fifty (50) consecutive weeks in a twelve (12) month period shall be covered by the terms of this Agreement and not limited to Part B - Seasonal Employees.

(e) Upon mutual agreement between the Employer, the Union and the employee, the employment of those described above may be extended to a maximum of fifty (50) consecutive weeks in a twelve (12) month period.

- (f) Where a Seasonal position has been filled on a full-time basis for two (2) consecutive years, it shall become subject to the complement review process for consideration for posting as a regular full-time position.
 - (g) The Parties agree to form a committee of three (3) members from the Employer and three (3) members from the Union to address job evaluation for seasonal employees and the issue of the full integration of seasonal employees and full-time employees.
- 25.04 (a)** The Employer agrees to provide all newly hired bargaining unit employees with a letter from the President of the bargaining unit (Appendix VIII) along with a copy of the Collective Agreement.
- (b)** The Employer will provide to the Secretary of Local 217 a list showing the name, address, position and location of each bargaining unit employee in June and October of each year. In addition, the Employer will provide the Secretary of Local 217 with periodic reports outlining new hires and terminations of employees in the bargaining unit. The Employer also agrees to provide the Secretary of Local 217 with the address changes of bargaining unit employees as supplied to the Human Resources Department.
- 25.05** A sufficient number of copies of the Collective Agreement shall be made available within the Employer to ensure that employees have access to its provisions, terms and conditions.

ARTICLE 26: NO DISCRIMINATION

- 26.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 26.02** The Union further agrees that there will be no solicitation for membership or collection of dues during working hours. The Union further agrees that there will be no Union activities on the premises of the Employer, except as specifically referred to in this Agreement or in writing by the Employer.

26.03 The Employer and the Union further agree that there will be no discrimination on grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in Section 9(1) of the *Ontario Human Rights Code (O.H.R.C.)*.

26.04 It is recognized that in accordance with Section 13 of the *O.H.R.C.*, the Employer's Employment Equity Program shall not be considered a contravention of this Article.

26.05 Sexual Harassment

- (a)** All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her Employer or another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (b)** Every employee covered by this Agreement has a right to be free from:
 - (i)** sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit of advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (ii)** a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person to confer, grant or deny a benefit or advancement to the employee.
- (c)** The time limits set out in Article 28 do not apply to complaints under this Article, provided that the complaint is made within a reasonable amount of time of the conduct complained of having regard to all the circumstances.
- (d)** The time limits for the processing of a complaint or grievance under Article 28 of the Collective Agreement shall be suspended until the employee is given notice in writing of the results of any investigation undertaken pursuant to the Employer's Harassment Policy.

- (e) Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 28 to be presented to the Supervisor may be presented directly to the General Manager or the Director of Human Resources. It is agreed that the individual assigned to handle the complaint or grievance will not be a person who is the subject of the complaint giving rise to the grievance.
- (f) An employee who makes a complaint under this Article may be accompanied and represented by an Employee Representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation undertaken pursuant to the Employer's Harassment Policy.

ARTICLE 27: MANAGEMENT FUNCTIONS

27.01 The Union acknowledges that, except as specifically modified elsewhere in this Agreement, it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, transfer, classify, promote, demote and suspend or otherwise discipline employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of an employee;
- (d) Manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan their operations, direct the workforce, determine the number of personnel required from time to time, the number and location of offices and facilities, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) Establish schedules of work, the extension, limitation, curtailment or cessation of operations and exercise all other rights and responsibilities of management.

ARTICLE 28: GRIEVANCE PROCEDURE

28.01 COMPLAINT STAGE

It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Agreement including any question as to whether a matter is arbitrable.

Any employee who has a complaint or a difference with the Employer shall first discuss the complaint or difference with his or her Supervisor within fifteen (15) days of first becoming aware of the complaint or difference. If any complaint or difference is not satisfactorily settled by the Supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:

28.02 STAGE ONE

The employee may file a grievance in writing with the Director. The Director shall give the Grievor his/her decision in writing within seven (7) days of the submission of the grievance.

28.03 STAGE TWO

If the grievance is not resolved under Stage One the employee may submit the grievance to the Director of Human Resources or a designee within seven (7) days of the date that the Grievor received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the Grievor may submit the grievance to the Director of Human Resources or a designee within seven (7) days of the date that the Supervisor was required to have the decision in writing in accordance with Stage One.

28.04 The Director of Human Resources or a designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the Grievor a decision in writing within seven (7) days of the meeting.

28.05 If the Grievor is not satisfied with the decision of the Director of Human Resources or a designee or does not receive the decision within the specified time the Grievor may apply to the Grievance Settlement Board for a hearing of the grievance

(a) within fifteen (15) days of the date he received the decision, or

(b) within fifteen (15) days of the specified time limit for receiving the decision.

28.06 The employee may be accompanied and represented by an employee representative at each stage of the grievance procedure.

28.07 The Union shall advise the Director of Human Resources of the Union Stewards together with the areas they are authorized to represent. This list shall be updated at least every six (6) months.

28.08 DISMISSAL

Any Probationary Employee who is dismissed or released shall not be entitled to file a grievance.

28.09 Any employee other than a Probationary Employee who is dismissed shall be entitled to file a grievance at Stage Two of the grievance procedure provided that the employee does so within twenty (20) days of the date of dismissal.

28.10 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

28.11 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

28.12 The time limits contained in this Article may be extended by agreement of the Parties in writing.

28.13 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

28.14 POLICY GRIEVANCE

The Union shall have the right to file a grievance based on a difference arising directly with the Employer concerning the alleged violation of this Agreement. However, such grievance shall not include any matter upon which an employee(s) is personally entitled to grieve and the regular grievance procedure shall not be thereby by-passed. Such grievance shall be presented in writing signed by the Union's President or Vice-President to the General Manager or the Director of Human Resources within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Stage Two of the Grievance Procedure.

28.15 MANAGEMENT GRIEVANCE

The Employer shall possess the right to file a grievance and the procedure shall be as follows:

Stage 1

The Director of Human Resources on behalf of the Employer shall lodge the grievance with the President of Local 217 within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of the receipt of the grievance, the President and two (2) other elected or appointed officials of the Union shall meet with the Director of Human Resources to discuss the grievance. Within ten (10) days after said meeting, the President shall deliver to the Director of Human Resources the Union's answer to the grievance.

Stage 2

If the Employer is not satisfied with the disposition of the grievance by the Union's Grievance committee, the matter may be submitted to arbitration in which event the procedure as set forth in Clause 28.05 shall apply.

28.16 MEDIATION/ARBITRATION

The Parties agree that the earliest resolution to matters giving rise to grievances is the desired result. To that end, the Parties may decide to meet with an agreed to mediator/arbitrator in order to assist with the process. The bargaining agent and the Employer will each pay one-half (1/2) of the cost of the mediation/arbitration.

28.17 LETTERS IN PERSONAL FILES

Except in instances of workplace violence, sexual harassment and theft, excluding those that were subject to a grievance that was upheld, all letters of reprimand, suspension or other disciplinary action will be deemed to be removed from the record of an employee after three (3) years, providing the record of the employee has been clear of any similar offence during the three (3) years.

ARTICLE 29: POSTING AND FILLING OF REGULAR POSITIONS

29.01 All vacancies for new or established regular positions to be filled within the Bargaining Unit, shall be posted for ten (10) working days on the Employer's bulletin boards located throughout the Park.

An employee desiring the new or established regular position must make application in writing to the Human Resources Office within ten (10) working days of the date of posting of the notice.

29.02 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work and the area in which the position exists.

29.03 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be a consideration.

29.04 For the purpose of filling vacancies under Clause 29.03 the following definition of seniority shall apply:

- (a) Seniority for a Regular Employee shall be the date of appointment to Probationary Staff.
- (b) A Seasonal Employee's seniority will accumulate upon the completion of a Probationary Period and shall include all hours worked as a Seasonal Employee at the straight time rate. A year's seniority is based on the completion of two thousand and eighty (2,080) hours.

ARTICLE 30: JOB SECURITY

30.01 Probationary Period

A Seasonal Employee upon entering the bargaining unit shall serve a probationary period of sixty (60) working days which shall be completed within a period of fifty-two (52) weeks.

30.02 Seniority

Upon successful completion of the probationary period, a Seasonal Employee's seniority shall be effective from the date that he/she entered the bargaining unit.

An employee's seniority shall be with the Department in which he/she is presently working, however, an employee's seniority shall be maintained when transferring between Departments covered by this Agreement.

The following shall be the definition of Departments for the purposes of seniority:

- (1) Food Services
- (2) Retail/Attractions/Historic Sites
- (3) Horticulture
- (4) Engineering, Planning and Development
- (5) Golf
- (6) Administration, Finance
- (7) Marketing and Business Development
- (8) Transportation

30.03 Loss of Seniority

Seniority shall be lost and employment deemed to be terminated if the employee:

- (a) voluntarily resigns (even when the employee is subsequently rehired);
- (b) is discharged for cause, unless such discharge is reversed through the grievance procedure;
- (c) is laid off for a period in excess of twenty-four (24) months;

- (d) overstays a leave of absence without written consent of the Employer;
- (e) utilizes a leave of absence for other than the reason for which such leave was granted;
- (f) being laid off, fails to return to work within five (5) days following the mailing of a registered letter to the last recorded address with the Employer.

30.04 Layoff Procedure

Where the Employer determines that the number of Seasonal Employees must be reduced, Seasonal Employees shall be laid off in reverse order of seniority by position and location within the Department(s) concerned, providing that the employees not laid off are capable of performing the remaining work.

At least three (3) weeks notice of layoff shall be given to all seasonal employees except in cases of sudden and unpredictable circumstances (catastrophic global occurrence that directly affects tourism at The Niagara Parks Commission). In these cases, seasonal employees shall receive a minimum of two (2) weeks notice of lay-off.

During layoff, a Seasonal Employee is responsible for advising the Human Resources Office (in the manner established by the Employer) of his/her current phone number and address and is responsible for the accuracy and completeness of the information provided.

30.05 Early Layoff

Where mutually agreeable by all Parties involved, an employee with greater seniority may elect to accept an early layoff in lieu of a lower seniority employee without the penalty of loss of seniority providing:

- (a) they notify, in writing, the Director (or his/her designate) of the Department of his/her desire for early layoff at least one (1) week prior to the layoff taking effect, and;
- (b) the date of this early layoff is not prior to any layoff date that the Employer determines, and;
- (c) the employee, upon being granted an early layoff date would forfeit their layoff time limits as outlined in Clause 30.04;
- (d) an employee electing to accept an early layoff under this clause may not exercise their seniority to displace another employee as outlined in Clause 30.06.

30.06 Exercising Seniority

Upon receiving a layoff notice, an employee who wishes to exercise their seniority in order to continue to work, may do so providing:

- (a) They first notify, in writing, the Director (or his/her designate) of the department in which they are currently working, of their intent to exercise their seniority rights, within forty-eight (48) hours of receiving notification of layoff, and;
- (b) The employee occupying the position which they wish to displace must have less seniority and be in a position of equal or lesser pay in the same department as the laid off employee, and;
- (c) The laid off employee must be qualified and able to perform the duties of the position which they wish to displace.

30.07 Notwithstanding anything in Clause 30.04, it shall not be considered a layoff when a Seasonal Employee is relieved of duty prior to the conclusion of their scheduled work day due to shortage of work. When the Employer determines that it is necessary to relieve an employee from duty prior to the end of their shift, or if a shift is cancelled due to mechanical failure or weather conditions before it begins, Bargaining Unit employees in order of seniority may volunteer to leave. If there are no volunteers, then student employees performing the same work in the same location as Bargaining Unit Employees shall be relieved prior to Bargaining Unit Employees. When Bargaining Unit Employees are relieved early, it shall be done in reverse order of seniority.

30.08 Recall Procedure

A Seasonal Employee who has completed his/her probationary period shall be offered employment in their former positions in the following season on the basis of seniority. For the purposes of this Article, former position shall be defined as the position the employee occupied during the previous contract period immediately prior to layoff or the position the employee occupied prior to exercising their seniority under Clause 30.06.

30.09 Employees, other than those employees who have indicated their desire to be considered for early recall, shall be returned to their former position and location on the basis of seniority, providing there is work available. Bargaining Unit Employees performing the same work in the same locations as student employees shall be recalled prior to students.

30.10 Early Recall

- (a)** A Seasonal Employee who wishes to be considered for extra work in their department prior to his/her normal recall date shall be required to inform the Human Resources Department, in writing, prior to February 1 of the current work year. The notice must include the employee's current address and telephone number.
- (b)** An employee who wishes to be considered for extra work in their department prior to their normal recall date must satisfy the following criteria:
 - (i)** he/she must be qualified and able to perform the core duties of the position to which they are assigned;

- (ii) the position must be of equal or lesser pay than their normal positions;
 - (iii) he/she must be willing to work in another crew or location in their department until their normal recall date, when they will be returned to their former position;
 - (iv) an employee on the Road crew must indicate their desire prior to September 1 of the current work year.
- (c) An employee on early recall shall be returned to their former position and location (if work is available) on the basis of seniority as the position becomes available.
- (d) **Extra Work**
- (i) An employee on lay-off who wishes to be considered for extra work outside of their department must inform the Human Resources Department in writing.
 - (ii). When a department is unable to fulfill its staffing needs for extra work of a temporary nature in accordance with Clause 30.10 (a), the department will contact the Human Resources Department for a list of those employees outlined in 30.10 (d)(i). It is understood that candidates for extra work must be qualified and able to perform the duties of the assignment and must be fully available at the start of the assignment. An employee who is working in any other capacity with the Employer at the start of the assignment is not considered to be fully available and will not be considered for the assignment. An employee on an extra work assignment shall be returned to their former position and location (if work is available) on the basis of seniority as the position becomes available.

30.11 Once recalled, an employee shall not work for more than nine (9) months or fifty (50) weeks (as per the Collective Agreement Article 25) during the employment contract period.

30.12 An employee who wishes to be considered for a transfer shall be required to complete a transfer request at the Human Resources Office in accordance with the Employer's Transfer Policy.

30.13 Nothing in this Article shall be construed as a guarantee of employment or a guarantee of hours. However, in all cases, when developing work schedules at individual work locations, reasonable effort shall be made to allot hours in a fair and equitable manner giving consideration to seniority.

ARTICLE 31: BEREAVEMENT LEAVE

31.01 A Seasonal Employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian or same sex spouse.

31.02 An Employee who would otherwise have been at work shall be allowed one (1) days leave-of-absence with pay in the event of the death and to attend the funeral of his/her aunt, uncle, niece or nephew.

31.03 If additional leave is requested, the Employer will provide up to five (5) additional days leave without pay.

ARTICLE 32: HEALTH & SAFETY

32.01 The Employer shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. It is agreed that both Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

32.02 The *Occupational Health and Safety Act* shall be followed regarding inspections of the physical condition of the workplace. Time off with pay and without loss of credits will be allowed in order to complete the inspections and the necessary documentation.

32.03 It is agreed that both the Employer and employees will follow the *Occupational Health and Safety Act*.

32.04 The Employer agrees to develop policies and procedures to deal with violence in the workplace. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policies.

32.05 Health and Safety Committee members shall be entitled to ongoing training as required.

32.06 Early and Safe Return To Work

The Employer, being committed to providing fair and consistent practices for accommodating employees who have been ill, injured or have sustained a permanent disability, will accommodate employees in accordance with the *Human Rights Code* and all relevant legislation. The Union shall designate one member to represent the employees when discussing work accommodation efforts.

ARTICLE 33: JURY/WITNESS DUTIES

33.01 Where a Seasonal Employee has been scheduled to work and is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may:

- (a) treat the absence as leave without pay and retain any fee received as a witness or juror; or
- (b) treat the absence as leave with pay and pay to the Employer any fee received as witness or juror.

ARTICLE 34: REPORTING PAY

- 34.01 (a)** Where an employee reports to work at his or her scheduled starting time and work is not available, the employee shall receive two (2) hours pay at his or her basic hourly rate. This shall not apply where the employee has been notified prior to the scheduled starting time that the employee is not to report to work. In no case shall such payment exceed the number of hours scheduled.
- (b)** When an employee commences work at his or her scheduled starting time and is later instructed that work is not available, he or she shall receive a minimum of four (4) hours pay at his or her basic hourly rate. In no case shall such payment exceed the number of hours scheduled.
- (c)** When an employee is required to attend a staff meeting outside their scheduled hours, the employee will be compensated a minimum of two (2) hours pay at their basic hourly rate for attendance at the meeting. The minimum does not apply where the meeting is immediately prior to or after their scheduled shift.

ARTICLE 35: SHIFT PREMIUM

35.01 Seasonal Employees in the Horticulture, Engineering and Accounting Departments shall be entitled to a shift premium in accordance with Part A, Article 6. With the exception of Janitorial Staff, Office Help and Distribution Centre Help, the shift premium provision does not apply to Seasonal Union Employees in the Attractions, Food Services and Retail Departments.

ARTICLE 36: STAND-BY

- 36.01 (a)** Stand-by time shall be any period of time that is not a regular working period during which an employee on written instructions from the Director or a person designated by the Director is required to be available to immediately return to work.

- (b) Payment for stand-by shall be at the overtime rate of pay for one-third (1/3) of the hours on stand-by, but where such stand-by-time is less than the number of hours in the regular working day, the employee shall be credited with one-third (1/3) of the number of hours on his or her regular working day, at the overtime rate.
- (c) In the event that an employee who is performing stand-by service is called to his or her place of work, he or she will be compensated for such work in accordance with provisions for overtime and in such an event compensation for stand-by service will be suspended for the duration of the period worked. If such work is performed on public holiday as defined in *The Employment Standards Act*, another day will be paid.

ARTICLE 37: RATES OF PAY

37.01 Rates of pay shall be as per Appendix II, Part B, which forms part of this Agreement. General wage increases for the term of this Agreement are as follows:

1 st Year:	1% October 1, 2004	Retro to November 1/03
2 nd Year:	1% November 1, 2004 1% October 1, 2005	Retro to May 1/05
3 rd Year:	2% November 1, 2005 1% September 1, 2006	Retro to November 1/05

37.02 It is understood that any pay equity or special value adjustments applied to seasonal positions at The Niagara Parks Commission will be the pay equity or special value adjustments identified in the Employer Pay Equity Plan, **not** The Ontario Public Service Pay Equity Plan.

ARTICLE 38: UNION DUES

38.01 Union dues shall be deducted from an employee covered by this Article as per the formula outlined in the by-laws of the Union Constitution. The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 39: BENEFITS/PUBLIC HOLIDAYS AND VACATION PAY

39.01 BENEFITS

All Seasonal Union Employees shall receive a benefit allowance of one dollar and twenty cents (\$1.20) per hour, for all regular hours worked.

Effective May 31, 2004 the seasonal benefit plan will be discontinued.

The Parties agree to jointly investigate the feasibility of establishing a benefit plan with the OPSEU Joint Trusteed Benefit Fund.

The Employer agrees to transfer \$60,000.00 to OPSEU who will then redistribute the monies to the former members of the plan based on their contributions. The transfer of available funds will occur no later than October 31, 2004.

39.02 PUBLIC HOLIDAYS AND VACATION PAY

A seasonal employee shall be entitled to the public holidays as outlined below providing he/she meets the following criteria:

- (a) the employee is actively employed;
- (b) is employed for more than three (3) months; and
- (c) has earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the holiday.

The Holidays are as follows:

New Year's Day	Good Friday
Canada Day	Victoria Day
Labour Day	Thanksgiving Day
Boxing Day	Christmas Day

Any special holiday as proclaimed by the governor general or Lieutenant governor.

39.03 Where an employee has completed five (5) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for a paid holiday whether or not the employee:

- (a) is employed for less than three (3) months; or
- (b) earns wages in at least twelve (12) days of the four (4) weeks preceding the holiday.

For the purposes of this Article a season shall consist of at least one (1) day worked in a calendar year.

39.04 Where an employee works on a designated holiday, the Employer shall pay to the employee for each hour worked a premium rate of one and one-half (1 1/2) times his/her regular rate and where the employee is entitled to the holiday with pay, his/her regular day's pay in addition.

39.05 Where an employee works on a public holiday, the hours the employee works on the public holiday shall not be taken into consideration in calculating any overtime pay to which the employee is entitled for the work week in which the public holiday occurs.

39.06 Seasonal Employees shall receive vacation pay equal to four percent (4%) of the wages of the employee in the twelve (12) months of employment for which the vacation pay is given. In calculating wages no account shall be taken of any vacation pay previously paid.

Where an employee has completed thirteen (13) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for five percent (5%) vacation pay. In addition, where an employee has completed eighteen (18) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for six percent (6%) vacation pay.

Vacation pay shall be calculated and paid out bi-weekly and shall be shown on the employee's pay slip.

For the purposes of this Article, a season shall consist of at least one (1) day worked in a calendar year.

A regular days' pay of an employee whose hours of work differ from day to day shall be the average of the employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding a public holiday.

ARTICLE 40: SAFETY FOOTWEAR/PROTECTIVE CLOTHING

40.01 SAFETY FOOTWEAR

Upon submission of a receipt, seasonal employees who are required to wear safety footwear will be entitled to a maximum one hundred dollars (\$100.00) per calendar year toward the purchase of CSA approved safety footwear (i.e., Grade 1 type – green patch and orange omega triangle).

Safety footwear is required in those occupation groups where there is a risk of serious or significant foot injury due to equipment and/or materials handling. The following occupations or sections meet the requirement for safety footwear:

Carpenter	Paint and Sign Shop	Shipping and Receiving
Masons	Kitchen Duties	People Mover Garage
Roads	Electrical/Mechanical	Distribution Centre
Welding	Maintenance Centre Garage	Janitorial
Storekeeper	Horticulture Grounds Maintenance	

40.02 PROTECTIVE CLOTHING

The initial issuance of protective clothing for the central distribution system shall be as follows:

New Seasonal Employee

4 pants (long or short), 4 shirts (long or short sleeve) and 1 coverall (if required).

Winter Parkas, Spring/Fall Jackets and Sweatshirts

Winter parkas will be supplied to those employees required to work outside on a regular basis during winter weather.

Spring/Fall jackets and sweatshirts will be supplied to those employees required to work outside on a regular basis.

Sweatshirts will be supplied to the People Mover Drivers.

Raincoats will be made available to employees who are required to work outside in inclement weather.

In all cases, replacement clothing will be issued as needed.

ARTICLE 41: TRANSFER/VACANCIES FOR SEASONAL EMPLOYEES

41.01 A list of the seasonal positions covered by this Agreement, in the various departments, along with a brief description of the duties, and a copy of the transfer circular will be posted on the NPC bulletin boards at the beginning of the year.

41.02 Vacancies

- (a)** An employee who wishes to be considered for a vacancy or a promotional opportunity within his/her department shall provide notification to the Department Director or designate of the position(s) he/she wishes to be considered for in the upcoming season. Such notification shall be provided in writing by December 31 and must be renewed yearly.

- (b) In filling an internal vacancy, the Department Director or designate shall first consider the written requests of employees as outlined in 41.02 (a), prior to referring to the Transfer list or hiring new employees.
- (c) When developing selection criteria for seasonal supervisory positions, the Employer agrees to develop this criteria in a manner that will not exclude Bargaining Unit Employees from the selection process. Selection criteria will be developed in a manner which will be fair and equitable to both Bargaining Unit and other employees.

41.03 Transfers

Employees who wish to be considered for a transfer to a position in another department may apply in person at the Human Resources Office. An employee wishing to be considered for a transfer prior to the opening of the season must apply before December 31. Transfer requests are valid for the upcoming season only and must be renewed each year. All transfer requests will be considered before hiring new employees.

41.04 General

In filling positions in accordance with 41.02 and 41.03, the following provisions shall apply:

- (a) Directors will ensure that the work performance of employees has been evaluated. It is understood that only employees with good work records will be considered for the vacant position.
- (b) In filling a vacancy, the Employer shall give primary consideration to the qualifications and ability to perform the required duties. When qualifications and ability are relatively equal, seniority shall be a consideration.
- (c) The successful applicant for a vacancy shall have a trial period in the new position of five (5) working days for the purpose of assessing the employee's skill and ability to perform the duties of the position. Should either Party be dissatisfied during the trial period, the employee will be returned to his/her former position with no loss of seniority or attendance credits as applicable.

- 41.05 (a)** As a general rule, a transfer from one department to another will not be granted until a replacement has been found for an employee who has been back and started to work at his or her former position or within two (2) weeks, whichever is less.
- (b)** The Human Resources office will notify employees about the results of their transfer requests.
- 41.06** The Employer recognizes the duty to accommodate employees with legitimate medical conditions which are substantiated by appropriate medical documentation. The Employer agrees to make reasonable effort to accommodate such employees in positions which are conducive to their condition. All transfers shall be made in accordance with Clause 41.04 (a).
- 41.07** The Employer recognizes that it is a best business practice to provide transfer and promotional opportunities for Park employees. Prior to September 30th each year, the Director of Human Resources will provide a summary of the new hires as well as individuals who were successful in their transfer or promotional requests for the previous year to the President of Local 217. Employees wishing to discuss transfer opportunities are encouraged to visit the Human Resources Office.
- 41.08** The Employer will provide to the Secretary of Local 217 a list of Bargaining Unit transfer requests by Department by March 15 each year.

ARTICLE 42: SCHEDULING - TWELVE HOURS

- 42.01** Every reasonable effort shall be made to avoid scheduling of the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. It is understood the nature of the Employer's operations is such that this type of scheduling may be unavoidable. However, it is agreed that scheduling decisions made in this regard shall be on reasonable grounds.
- 42.02** The Employer shall post work schedules of the employees covered by this Agreement as far in advance as possible considering the demands of the operation. As a minimum the schedules shall be posted by Thursday A.M. for the week commencing the following Sunday except in cases of emergency or circumstances beyond the control of the Employer. Those locations that currently post their work schedules in advance shall endeavour to continue this practice.

42.03 Except where agreed by mutual consent, reasonable efforts will be made to schedule to allow Seasonal Employees two (2) consecutive days off per week.

42.04 The Employer agrees that, when developing schedules for individual work locations, after first taking into consideration the operational requirements of the location, the Employer will consider the wishes of Seasonal employees when scheduling seasonal and student employees performing the same work in the same location.

ARTICLE 43: ATTENDANCE CREDITS

43.01 An employee who is unable to attend to his/her duties due to sickness or injury is entitled to leave of absence with pay as follows:

A Seasonal Employee shall earn attendance credits of one (1) day for each of twenty-three (23) working days complete attendance.

Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his/her duties by reason due to illness or injury.

43.02 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the General Manager, certifying that the employee is unable to attend to his/her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the General Manager or his/her designate may require any employee to submit a medical certificate for a period of absence of less than five (5) days.

43.03 Where a Seasonal Employee uses less than fifty percent (50%) of attendance credits accumulated in any one season, he/she may carry over fifty per cent (50%) of unused credits into the next season up to a maximum total banked accumulation of twelve (12) credits at any one time. Any credits in excess of the maximum will not be carried over, or accumulated.

43.04 It is understood that unused accumulated attendance credits will not be paid out when an individual is laid off or is no longer an employee of The Employer.

43.05 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer.

ARTICLE 44: LEAVE OF ABSENCE

44.01 Leave of absence without pay may be granted by the Employer for legitimate personal reasons and such leave shall not be unreasonably withheld. It is understood that in granting such leave, the Employer will be provided with reasonable explanation for the leave request.

44.02 Leave of absence with pay and without loss of credits shall be granted to a member of the Union who participates in negotiations, up to the event of a strike or lockout, provided that no more than five (5) employees at any one time shall be permitted such leave for any one set of negotiations. Leaves of absence granted under this sub-section shall include reasonable travel time.

44.03 Leave of absence because of Maternity, Parental and Adoptive Leave shall be granted in accordance with the *Employment Standards Act*.

44.04 The General Manager or designee may grant an employee leave of absence without pay on religious grounds for the purpose of observing authorized religious holidays. Such leave shall not be unreasonably withheld.

44.05 The General Manager or a designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds. Approval for this leave shall be based upon critical and extenuating circumstances. It is understood that in granting such leave, the Employer will be provided with reasonable explanation for the leave request.

44.06 Upon request, in writing, and provided that reasonable notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union. The Union shall reimburse the Employer for all compensation paid to members granted leave under this Article. The above provisions apply to members elected to the Central OPSEU Executive Board and not the Local Executive. It is understood that this leave will only be granted and paid during the employee's seasonal employment period and not while on lay-off.

44.07 Leave of absence with pay and no loss of credits will be granted to conduct the internal affairs of the local on the following basis

- (a) only the President, Vice President, Secretary, Chief Steward of Local 217 shall be granted such leave;

the leave shall be for a single period of not more than six (6) hours per month in total, and unused leave shall not be cumulative;

- (b) the leave must be approved in advance by the employee's supervisor and providing that customer service will not be compromised;

- (c) the President, Vice President, Secretary, Chief Steward shall not, during his/her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources.

- (d) It is understood that this leave will only be granted during the employee's seasonal employment period and not while on lay-off.

ARTICLE 45: OVERTIME

45.01 Overtime will be paid at time-and-one-half (1-1/2) the base rate after the completion of forty (40) hours work in a week.

45.02 There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime or holiday premiums are payable.

45.03 Meal Allowance

- (a) An employee who is required to work more than two (2) hours beyond the completion of his/her scheduled shift without notification of the requirement to work, prior to the end of his/her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to nine dollars (\$9.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

- (b) A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his/her workplace.
- (c) Gratuities and taxes are to be included in the actual cost of meal claims.

ARTICLE 46: REST PERIODS

- 46.01** Every reasonable effort will be made to provide a rest period of ten (10) minutes during each period of four (4) continuous hours of work. It is understood that these breaks shall be flexible so that customer service is not compromised. The Employer will endeavour to provide breaks as close to the midpoint of each half of a shift as possible.
- 46.02** Employees will be scheduled for an unpaid thirty (30) minute meal break after the completion of five (5) consecutive hours of work. If by mutual agreement, the lunch period cannot be taken at that time, pay for the thirty (30) minutes lost for that scheduled break shall be given.

ARTICLE 47: SEASONAL CALL-INS

- 47.01** Where the Employer determines that it is necessary to call-in a Seasonal Employee for a period of time that he/she is not scheduled to work, such call-in opportunities shall be subject to the following terms and conditions:
- (a) opportunities for call-in shall be rotated among the employees currently on the payroll who normally perform the work at that location;
 - (b) call-in opportunities shall begin with the employee with the most seniority provided that it is understood that the intent is to provide equal opportunity for call-ins among qualified employees during the season;
 - (c) no call-in shall result in overtime unless no other recourse is available;
 - (d) call-in opportunities shall be offered to Bargaining Unit Employees at that location prior to students;
 - (e) except in cases of emergency, call-in opportunities will not be offered to employees on layoff.

ARTICLE 48: TEMPORARY ASSIGNMENTS

- 48.01** Effective December 31, 1995, a Seasonal Employee who temporarily performs the full duties of an existing regular position shall receive the first step of the class of the position. When a training period is required, the employee will receive the first step of a class below the designated class of the position for a period not to exceed two (2) months. Where the employee successfully completes this training period and completes the full duties of the position, he/she will proceed to the first step of the position's classification. Where the assignment extends beyond a six-month period, the provisions of Clauses 21.06 and 21.07 shall apply.
- 48.02** Where the employee is not performing the full duties of the regular position, the Human Resources Office and the Employee Relations Committee shall determine an appropriate underfill rate subject to the right of the Parties to have the rate determined by arbitration subject to the provisions of Article 28.
- 48.03** It is understood that in all cases, an individual must possess the minimum qualifications for the position in which he/she is acting.
- 48.04** Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement the employee shall retain his or her rights and obligations under the Collective Agreement.

ARTICLE 49: LICENCES

- 49.01** The Employer agrees to pay for any licences that are initiated by management which are not a normal requirement of the job. Under these conditions, the employer agrees to pay for both the initial and renewal fees for the licence plus the cost, if any, of obtaining medicals required as part of obtaining the licence.
- 49.02** It is agreed that the Employer will be responsible for the payment of Pesticide Applicator's licence fees, both initially and on renewal. These fees will be covered only when it has been determined by management that the licences are required.

ARTICLE 50: TRAVELLING

If an employee is required to use his/her automobile on the Employer's business the following rates shall be paid.

Between 0-4000 km	\$0.35 per kilometre
Between 4001-10,700 km	\$0.30 per kilometre

PART C

ARTICLE 51: TERM OF AGREEMENT

51.01 The Agreement will continue in effect for the period November 1, 2003 to October 31, 2006.

The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies the other in writing that it wishes to amend this Agreement, in accordance with *The Crown Employees Collective Bargaining Act*.

IN WITNESS WHEREOF this Collective Agreement is executed this _____ th day of _____, 2004.

Dated at Niagara Falls, Ontario, this _____ th day of _____, 2004.

FOR THE COMMISSION

**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

PART A - APPENDIX I
REGULAR EXCLUDED POSITIONS

EXCLUSION OF POSITIONS

The Employer, twenty (20) days prior to excluding an existing position from the bargaining unit shall inform the Local President in writing with a copy to the Regional Office of OPSEU. The regional notice shall contain a brief written description of the position and its work location and the name of the incumbent.

GENERAL MANAGER'S OFFICE

General Manager
Administrative Services Manager
Secretary, General Manager's Office
Office Assistant

CORPORATE SERVICES

Assistant General Manager
Manager, Accounting
Secretary, Corporate Services
Assistant Director
Manager, Accounts Payable
Manager, Payroll
Manager, Purchasing
Revenue Manager
Assistant Revenue Manager
Human Resources Staff
Manager, Corporate Information Services

MARKETING AND BUSINESS DEVELOPMENT

Senior Director
Assistant Director, Sales
Marketing Assistant
Sales Managers
Manager, Interactive Communications Centre
Communications Co-ordinator

RETAIL AND ATTRACTIONS AND HERITAGE

Senior Director, Retail and Attractions
Assistant Director, Retail and Attractions
Manager, Table Rock Complex
Deputy Manager, Table Rock Complex
Assistant Manager, Table Rock Complex
Supervisor, Journey Behind The Falls
Retail Manager Trainee
Manager, Maid of the Mist Plaza
Manager, Victoria Park Gift Shop
Assistant Manager, Victoria Park Gift Shop
Manager, Greenhouse Garden Shop
Manager, Butterfly Conservatory Gift Shop
Assistant Manager, Butterfly Conservatory Gift Shop
Manager, Great Gorge Adventure
Manager, Feather in the Glen
Merchandise Manager
Manager, Distribution Centre
Assistant Manager, Distribution Centre
Manager, Aero Car Complex
Educational Co-ordinator

COMMUNITY SERVICES

Senior Director, Community Services
Chief of Police
Staff Sergeants
Secretary, Police Department
Golf Superintendent
Director of Golf Operations
Associate Golf Superintendent
Golf Professionals
Managers, Legends on the Niagara
Assistant Golf Superintendent
Manager, Whirlpool Golf Course

FOOD SERVICES

Senior Director, Food Services
Secretary, Senior Director, Food Services
Assistant Director, Food Services
Assistant Manager, Victoria Park Restaurant
Executive Chef
Sous Chef, Victoria Park Restaurant
Pastry Chef, Victoria Park Restaurant
Manager, Cafeteria
Manager, Table Rock Restaurant
Assistant Manager, Table Rock Restaurant
Restaurant Chef, Table Rock Restaurant
Fast Food Operations Manager
Sous Chef, Table Rock Restaurant
Assistant Manager, Table Rock Fast Food
Manager, Butterfly Cafe
Manager, Queenston Heights Restaurant
Chef, Queenston Heights Restaurant

HORTICULTURE

Director of Horticulture
Director, School of Horticulture and Botanical Gardens
Manager, Horticulture
Horticulture Supervisor Sections 1 & 2
Horticulture Supervisor Section 3 and Oakes Garden Theatre
Horticulture Supervisor Queen Victoria Park
Horticulture Supervisor Sections 6, 7, & 8
Supervisor Forestry and Section 5 (KBP)
Greenhouse Supervisor
Butterfly Curator
Assistant Butterfly Curator

TECHNICAL SERVICES

Senior Director of Technical Services
Secretary, Technical Services
Project Manager
Properties Manager

ENGINEERING

Director, Engineering and Maintenance

Manager, Buildings and Structures

Manager, Physical Plant and Roads

Welder Supervisor

Painter Supervisor

Carpenter Supervisor

Mason Supervisor

Physical Plant Supervisor

Roads Supervisor

Mechanic Supervisor

Sanitation and Maintenance Supervisor

TRANSPORTATION

Manager, Parking Lots, Inclines and People Mover Sales

Manager, People Mover Systems

PART B - APPENDIX I
SEASONAL EXCLUDED POSITIONS

EXCLUSION OF POSITIONS

The Employer, twenty (20) days prior to excluding an existing position from the bargaining unit shall inform the Local President in writing with a copy to the Regional Office of OPSEU. The regional notice shall contain a brief written description of the position and its work location and the name of the incumbent.

FOOD SERVICES

Assistant Manager, Victoria Park Restaurant
Assistant Manager, Table Rock Restaurant
Assistant Manager, Queenston Heights Restaurant
Supervisor, Queenston Heights Restaurant
Supervisor, Whirlpool Restaurant
Supervisor, Victoria Park Beer Garden
Chef, Whirlpool Restaurant
Sous Chef, Table Rock Restaurant

RETAIL AND ATTRACTIONS AND HERITAGE

Manager, Floral Clock Gift Shop
Manager, Clifton Gate Store
Supervisor, First and Last Minute Shop
Supervisor, Marina
Supervisor, Journey Behind the Falls
Assistant Manager, Maid of the Mist Store
Supervisor of Visitor Activities, Historic Fort Erie
Supervisor of Visitor Services, Historic Fort Erie
Supervisor, MacKenzie Heritage Printery
Supervisor, McFarland House
Supervisor, Laura Secord Homestead

COMMUNITY SERVICES

Supervisor, Whirlpool Golf Course

Supervisor, Par 3 Golf Shop

MARKETING AND BUSINESS DEVELOPMENT

Information Supervisor

TECHNICAL SERVICES

TRANSPORTATION

Assistant Manager, Parking Lots and Incline

Supervisor, Parking Lots and Incline

Supervisor, People Mover Sales

Supervisor, People Mover System

CORPORATE SERVICES

Human Resources Staff

OTHER EXCLUSIONS

Part-time employees who work for not more than twenty-four (24) hours per week

Students

Servers

PART A

APPENDIX II

NPC CLASSIFICATION SALARY RANGES

Job Class Title	Effective	Start	After 1 Yr.	After 2 Yr.	Date Paid
Level 12 326-348					
Level 11 303-325					
Lift Devices Technician	Nov 1/03 (1%)	\$21.25	\$22.56	\$23.88	Oct 1/04
Botanical Curator	Nov 1/04 (1%)	\$21.46	\$22.79	\$24.12	Nov 1/04
Supervisor — People Mover Garage	May 1/05 (1%)	\$21.67	\$23.02	\$24.36	Oct 1/05
Registrar	Nov 1/05 (2%)	\$22.10	\$23.48	\$24.85	Nov 1/05
	Nov 1/05 (1%)	\$22.32	\$23.71	\$25.10	Sept 1/06
Level 10 280-302					
Assistant Physical Plant Supervisor	Nov 1/03 (1%)	\$20.34	\$21.60	\$22.86	Oct 1/04
Plant Taxonomist	Nov 1/04 (1%)	\$20.54	\$21.82	\$23.09	Nov 1/04
System Support Officer	May 1/05 (1%)	\$20.75	\$22.04	\$23.32	Oct 1/05
Assistant Supervisor — QVP	Nov 1/05 (2%)	\$21.17	\$22.48	\$23.79	Nov 1/05
Entomology Technician	Nov 1/05 (1%)	\$21.38	\$22.70	\$24.03	Sept 1/06
Tree Climber					
Instructor, 1st Yr. Student Advisor					
Level 9 257-279					
Assistant Supervisor — OGT	Nov 1/03 (1%)	\$19.43	\$20.63	\$21.84	Oct 1/04
Electrician	Nov 1/04 (1%)	\$19.62	\$20.84	\$22.06	Nov 1/04
Group Leader — Cash Area	May 1/05 (1%)	\$19.82	\$21.05	\$22.28	Oct 1/05
Mechanic - Golf Course	Nov 1/05 (2%)	\$20.22	\$21.47	\$22.73	Nov 1/05
Plumber	Nov 1/05 (1%)	\$20.42	\$21.68	\$22.96	Sept 1/06
Assistant Supervisor — QVP					
Assistant Supervisor Greenhouse					
People Mover Mechanic					
Instructor — Woody Plants					
Motor Vehicle Mechanic					
Communicator II					
Group Leader — Statement Area					
Senior Computer Op./OC — DC					
AC/Refrigeration Mechanic					
Junior Instructor					
Physical Plant Technician — BC					
Swing Chef — Table Rock					
Horticulture Technician					
Assistant Supervisor Road Crew					
Carpenter					
OC/Computer Operator — DC					
Group Leader Accounts Receivable					

Job Class Title	Effective	Start	After 1	After 2	Date Paid
			Yr.	Yr.	
Level 8 234-256					
Gardener/Leader Section 3	Nov 1/03 (1%)	\$18.53	\$19.67	20.82	Oct 1/04
Welder	Nov 1/04 (1%)	\$18.72	\$19.87	21.03	Nov 1/04
Cafeteria Cook	May 1/05 (1%)	\$18.91	\$20.07	21.24	Oct 1/05
Food Services Supervisor — School	Nov 1/05 (2%)	\$19.29	\$20.47	21.66	Nov 1/05
Maintenance Mason	Nov 1/05 (1%)	\$19.48	\$20.67	21.88	Sept 1/06
Processing Supervisor — DC					
Communicator 1					
Greenhouse Grower					
Painter					
Sales Assistant					
Senior Payroll Clerk					
Gardner — OGT & MMP					
Secretary - Retail Operations					
Stock/Shipping Supervisor — DC					
Building Maint. Mechanic TRC					
Cash Control & OC — TRC					
Food & Beverage Secretary - VPR					
Janitor Supervisor - TRC					
Receiver/Stock Clerk - TRR					
Retail Purchasing Clerk - DC					
Maintenance Centre Office Assistant					
Computer Operator/OC - DC					

Level 7 211-233					
Greenhouse Display Gardener	Nov 1/03 (1%)	\$17.62	\$18.72	19.8	Oct 1/04
Secretary - School of Horticulture	Nov 1/04 (1%)	\$17.80	\$18.91	20	Nov 1/04
Accounts Payable Clerk	May 1/05 (1%)	\$17.98	\$19.10	20.2	Oct 1/05
Accounts Receivable Clerk	Nov 1/05 (2%)	\$18.34	\$19.48	20.6	Nov 1/05
Gardener — QVP	Nov 1/05 (1%)	\$18.52	\$19.67	20.81	Sept 1/06
Vault Operator					
Gardener — OGT					
Grounds Keeper/Driver — QVP					
Small Engine Mechanic					
Cashier/Supervisor — VP Cafeteria					
Office Clerk — DC					
Retail Sales Clerk Supervisor — VP					
Retail Sales Clk. Supervisor — TRC					
Truck Driver/Lab. Engineering					
Food Services Maint. Mechanic					
Secretary — Technical Services					
Senior Stock Clerk — TRC					
Pastry Chef					

Job Class Title	Effective	Start	After 1	After 2	Date Paid
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Level 7 211-233 (continued)

Bus Cleaner Supervisor - PMG
 Inside Sales Representative - Travel Trade
 Inside Sales Representative - Partner Programs
 Interpreter - BC
 Payroll Clerk
 Office Clerk - Accounts Receivable
 Office Clerk - Purchasing

Level 6 188-210

Accounting Computer Operator	Nov 1/03 (1%)	\$16.73	\$17.76	\$18.80	Oct 1/04
Greenhouse Maint. Mechanic	Nov 1/04 (1%)	\$16.90	\$17.94	\$18.99	Nov 1/04
Retail Artist	May 1/05 (1%)	\$17.07	\$18.12	\$19.18	Oct 1/05
Cashier — BFC	Nov 1/05 (2%)	\$17.41	\$18.48	\$19.56	Nov 1/05
Seamstress	Nov 1/05 (1%)	\$17.58	\$18.66	\$19.76	Sept 1/06
Stock Clerk - Maid of Mist/DC					
Cook, School of Horticulture					
Inside Sales Representative					
Event/Permit Assistant					
Store Keeper — Maint. Centre					
Truck Driver/Labourer - Recycling					
Office Clerk - DC					
Receiver — Distribution Centre					
Truck Driver/Labourer QVP					
Driver/Messenger					
Day/Night Janitor — TRC					
Night Janitor (Retail) — TRC					

Level 5 165-187

Carpenter Assistant	Nov 1/03 (1%)	\$15.82	\$16.80	\$17.78	Oct 1/04
Janitor — VPR	Nov 1/04 (1%)	\$15.98	\$16.97	\$17.96	Nov 1/04
Stock Clerk/Janitor — DC	May 1/05 (1%)	\$16.14	\$17.14	\$18.14	Oct 1/05
Janitor - Table Rock Restaurant	Nov 1/05 (2%)	\$16.46	\$17.48	\$18.50	Nov 1/05
Stock Clerk/Janitor/Cashier - BFC	Nov 1/05 (1%)	\$16.62	\$17.65	\$18.69	Sept 1/06
Driver — Retail					
Cashier — Journey BT Falls					
Janitor — Maintenance Centre					
Janitor — School of Horticulture					
Maintenance Assistant - Welder					
Switch Board Operator					
Accounting Trainee					
Janitor — BC					
Counter-Helper — VP Cafeteria					
Maintenance Helper					
Labourer 3/4/Litter Picker					

Job Class Title	Effective	Start	After 1	After 2	Date Paid
			Yr.	Yr.	

Level 4 142-164

Driver/Labourer Mason Crew

Nov 1/03 (1%)	\$14.91	\$15.84	\$16.76	Oct 1/04
Nov 1/04 (1%)	\$15.06	\$16.00	\$16.93	Nov 1/04
May 1/05 (1%)	\$15.21	\$16.16	\$17.10	Oct 1/05
Nov 1/05 (2%)	\$15.51	\$16.48	\$17.44	Nov 1/05
Nov 1/05 (1%)	\$15.67	\$16.64	\$17.61	Sept 1/06

Level 3 119-141

Nov 1/03 (1%)	\$14.01	\$14.87	\$15.74	Oct 1/04
Nov 1/04 (1%)	\$14.15	\$15.02	\$15.90	Nov 1/04
May 1/05 (1%)	\$14.29	\$15.17	\$16.06	Oct 1/05
Nov 1/05 (2%)	\$14.58	\$15.47	\$16.38	Nov 1/05
Nov 1/05 (1%)	\$14.73	\$15.62	\$16.54	Sept 1/06

Level 2 96-118

Nov 1/03 (1%)	\$13.10	\$13.91	\$14.72	Oct 1/04
Nov 1/04 (1%)	\$13.23	\$14.05	\$14.87	Nov 1/04
May 1/05 (1%)	\$13.36	\$14.19	\$15.02	Oct 1/05
Nov 1/05 (2%)	\$13.63	\$14.47	\$15.32	Nov 1/05
Nov 1/05 (1%)	\$13.77	\$14.61	\$15.47	Sept 1/06

Level 1 73-95

Nov 1/03 (1%)	\$12.19	\$12.95	\$13.70	Oct 1/04
Nov 1/04 (1%)	\$12.31	\$13.08	\$13.84	Nov 1/04
May 1/05 (1%)	\$12.43	\$13.21	\$13.98	Oct 1/05
Nov 1/05 (2%)	\$12.68	\$13.47	\$14.26	Nov 1/05
Nov 1/05 (1%)	\$12.81	\$13.60	\$14.40	Sept 1/06

PART B - APPENDIX II

THE NIAGARA PARKS COMMISSION SEASONAL BARGAINING UNIT RATES OF PAY

Position	Nov 1/03 1%	Nov 1/ 04 1%	May 1/05 1%	Nov 1/05 2%	Nov 1/05 1%
	<u>(Paid Oct 1/ 04)</u>		<u>(Paid Oct 1/05)</u>		<u>(Paid Sept 1/06)</u>
Accounting Clerk 1	\$15.99	\$16.15	\$16.31	\$16.64	\$16.81
Accounting Clerk 2	\$16.64	\$16.81	\$16.98	\$17.32	\$17.49
Accounting Clerk 3	\$18.44	\$18.62	\$18.81	\$19.19	\$19.38
Ambassador	\$12.49	\$12.61	\$12.74	\$12.99	\$13.12
Bartender	\$11.99	\$12.11	\$12.23	\$12.47	\$12.59
Bartender/Cashier	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Bus Help	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Car Loader	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Cashier	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Cook 1 (Basic) - 1 st year	\$10.65	\$10.76	\$10.87	\$11.09	\$11.20
Cook 1 (Basic) - 2 nd year	\$11.44	\$11.55	\$11.67	\$11.90	\$12.02
Cook 1 (Basic) - 3 rd year	\$11.99	\$12.11	\$12.23	\$12.47	\$12.59
Cook 2 (Intermediate) - 1 st year	\$12.38	\$12.50	\$12.63	\$12.88	\$13.01
Cook 2 (Intermediate) - 2 nd year	\$13.10	\$13.23	\$13.36	\$13.63	\$13.77
Cook 2 (Intermediate) - 3 rd year	\$14.09	\$14.23	\$14.37	\$14.66	\$14.81
Cook 3 (Advanced) - 1 st year	\$14.45	\$14.59	\$14.74	\$15.03	\$15.18
Cook 3 (Advanced) - 2 nd year	\$15.10	\$15.25	\$15.40	\$15.71	\$15.87
Cook 3 (Advanced) - 3 rd year	\$15.76	\$15.92	\$16.08	\$16.40	\$16.56
Cook, School of Horticulture	\$13.11	\$13.24	\$13.37	\$13.64	\$13.78
Counter Help	\$11.37	\$11.48	\$11.59	\$11.82	\$11.94
Counter/Cashier	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Customer Service Representative	\$14.58	\$14.73	\$14.88	\$15.18	\$15.33
Dishwasher	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Distribution Centre Driver	\$14.61	\$14.76	\$14.91	\$15.21	\$15.36
Distribution Centre Worker	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Driver (Food)	\$11.35	\$11.46	\$11.57	\$11.80	\$11.92
Elevator Operator	\$11.35	\$11.46	\$11.57	\$11.80	\$11.92
Forklift Operator	\$11.35	\$11.46	\$11.57	\$11.80	\$11.92

Position	Nov 1/03 1%	Nov 1/ 04 1%	May 1/05 1%	Nov 1/05 2%	Nov 1/05 1%
	<u>(Paid Oct 1/ 04)</u>		<u>(Paid Oct 1/05)</u>		<u>(Paid Sept 1/06)</u>
Golf Cart Attendant	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Golf Shop Attendant	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Host/Hostess	\$11.99	\$12.11	\$12.23	\$12.47	\$12.59
Information Attendant	\$12.49	\$12.61	\$12.74	\$12.99	\$13.12
Interpreter	\$12.49	\$12.61	\$12.74	\$12.99	\$13.12
Inventory Control	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Janitor	\$12.13	\$12.25	\$12.37	\$12.62	\$12.75
Kitchen Steward	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Labourer 1	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Labourer 2	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Labourer 3 - 1st year	\$14.61	\$14.76	\$14.91	\$15.21	\$15.36
Labourer 3 - 2nd year	\$14.94	\$15.09	\$15.24	\$15.54	\$15.70
Labourer 3 - 3rd year	\$15.25	\$15.40	\$15.55	\$15.86	\$16.02
Labourer 4 - 1st year	\$15.39	\$15.54	\$15.70	\$16.01	\$16.17
Labourer 4 - 2nd year	\$15.68	\$15.84	\$16.00	\$16.32	\$16.48
Labourer 4 - 3rd year	\$15.99	\$16.15	\$16.31	\$16.64	\$16.81
Leadhand	\$17.73	\$17.91	\$18.09	\$18.45	\$18.63
Manual Worker	\$17.50	\$17.68	\$17.86	\$18.22	\$18.40
Mascot	\$12.49	\$12.61	\$12.74	\$12.99	\$13.12
Naturalist	\$12.49	\$12.61	\$12.74	\$12.99	\$13.12
Office Help	\$14.58	\$14.73	\$14.88	\$15.18	\$15.33
Operator, Aero Car	\$14.25	\$14.39	\$14.53	\$14.82	\$14.97
Operator, Lower Incline	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Operator, Upper Incline	\$14.25	\$14.39	\$14.53	\$14.82	\$14.97
Pantry Worker	\$11.99	\$12.11	\$12.23	\$12.47	\$12.59
Parking Lot Patrol	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Pastry Worker	\$11.99	\$12.11	\$12.23	\$12.47	\$12.59
People Mover Cleaner	\$11.97	\$12.09	\$12.21	\$12.45	\$12.57
People Mover Conductor	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
People Mover Driver	\$14.30	\$14.44	\$14.58	\$14.87	\$15.02
Photo Lab Clerk	\$13.90	\$14.04	\$14.18	\$14.46	\$14.60
Photo Lab Supervisor	\$14.91	\$15.06	\$15.21	\$15.51	\$15.67

Position	Nov 1/03 1%	Nov 1/ 04 1%	May 1/05 1%	Nov 1/05 2%	Nov 1/05 1%
	<u>(Paid Oct 1/ 04)</u>		<u>(Paid Oct 1/05)</u>		<u>(Paid Sept 1/06)</u>
Ranger	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Retail Sales Clerk	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Seamstress	\$15.99	\$16.15	\$16.31	\$16.64	\$16.81
Shift Supervisor	\$14.58	\$14.73	\$14.88	\$15.18	\$15.33
Short Order Cook	\$11.72	\$11.84	\$11.96	\$12.20	\$12.32
Starter	\$13.59	\$13.73	\$13.87	\$14.15	\$14.29
Stock Clerk	\$10.70	\$10.81	\$10.92	\$11.14	\$11.25
Tunnel Staff	\$11.35	\$11.46	\$11.57	\$11.80	\$11.92
Washroom Attendant	\$11.97	\$12.09	\$12.21	\$12.45	\$12.57
Tradesman**					

**** All journeyman Tradesmen will be paid at the 1st Step of their trade classification (or be red-circled) if their current rate is higher) provided a copy of the Journeymen's certificate is filed with the Human Resources Department. Uncertified Tradesmen will be paid at the Seasonal Manual Worker rate.**

These positions declared to be recipients of Pay Equity adjustments will have the Pay Equity Comparability maintained in relationship to the declared comparator as indicated in the Employer's Pay Equity Agreement.

APPENDIX III
HOURS OF WORK SCHEDULE

SCHEDULE 1
(36 1/4 hour work week)

Office Administration 1 – 10

SCHEDULE 2)
(37-1/2 hour work week)

Sales Clerk, Butterfly Conservatory
Cashier, Journey Behind The Falls

SCHEDULE 3 (a)
(40 hour work week)

Retail Sales Clerk 1,2,3,4
Retail Sales Clerk 1 & 3 Average
Retail Sales Clerk 2 & 3 Average
Project Site Inspector
Horticulturist 1, 2
Maintenance Mason
Maintenance Carpenter
Maintenance Welder
Maintenance Plumber
Maintenance Painter
Maintenance Sign Painter
Maintenance Electrician
Electronics Technician
Manual Worker
Mechanics 1 & 2
Senior Small Motor Repairman
Maintenance Mechanic 1, 2, 3
Labourers 1,2,3
Truck Driver 1, 2
Draftsman 1, 2
Clerk Supply 1, 2, 3, 4, 5, 6
Cook's Helper

Cook 1,2
Cook 2(a)
Cook 3
Laundry Worker 1
Radio Operator 2
Senior Instructor
Lecturer, School of Horticulture
Park Supervisor 1
Maintenance Sheet Metal Worker
Highway General Foreman/Woman 1
Maintenance Refrigeration Mechanic

SCHEDULE 3 (b)
(136 hour overtime accumulations)

Retail Sales Clerk 1, 2, 3, 4
Retail Sales Clerk 1 & 3 Average
Retail Sales Clerk 2 & 3 Average
Aero Car Operators
Office Clerk (Table Rock House)
Park Supervisor 1
Golf Course Groundsman (Horticulturist 1 and Park Foreman 1)
Cook's Helper
Cook 1, 2
Cook 2 (a)
Cook 3
Labourers 1, 2, 3
Laundry Worker 1

SCHEDULE 4
(100 hour overtime accumulations)

Senior Instructor
Lecturer, School of Horticulture

APPENDIX IV
REGULAR EMPLOYEE BENEFITS

ARTICLE 52: BASIC LIFE INSURANCE

52.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life Insurance Plan.

52.2 The Basic Life Insurance Plan shall provide:

- (a) coverage equal to seventy-five (75%) of annual salary or ten thousand dollars (\$10,000) whichever is greater;
- (b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
- (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000.00).

The conversion options shall be:

- (1) Any standard life or endowment plans (without disability or double-indemnity) issued by the Great West Life Assurance Company.
- (2) A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in (1) above.
- (3) A term to age sixty-five (65) insurance plan.

52.3 The amount of Basic Life Insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later.

If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

52.4 Basic Life Insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from The OPSEU Pension Trust are entitled to free coverage of two thousand dollars (\$2,000.00) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

ARTICLE 53: SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 53.1 (a)** Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- (b)** The Employee's Supplementary Life Insurance provides:
- (i)** a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income protection benefits whichever comes first and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee turns age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
 - (ii)** a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in 52.2 (c), Basic Life Insurance.
- 53.2** The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date whichever is later.

If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee may, at his or her option, maintain the insurance coverage at the former high level.

53.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 53.1 (b) (i) above.

53.4 (a) Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000.00) on the employee's spouse and/or five hundred dollars (\$500.00) on each dependent child, or two thousand dollars (\$2,000.00) on the employee's spouse and/or one thousand dollars (\$1,000.00) on each dependent child. The employee pays the full premium for this coverage.

(b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.

(c) *Conversion option:* When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.

(d) Eligible dependants shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

53.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment to staff,
- marriage, or
- birth or adoption of employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 54: LONG TERM INCOME PROTECTION

54.1 The Employer shall pay ninety per cent (90%) of the monthly premium of The Long Term Income Protection Plan.

54.2.1 (a) The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

(b) Effective January 1, 1992, the L.T.I.P. benefit an employee was receiving on December 31, 1991, will be increased for each employee in accordance with the following table:

<u>Year in which Employee commenced to receive L.T.I.P. Benefit</u>	<u>Monthly Amount</u>
1975	\$425.00
1976	\$365.00
1977	\$350.00
1978	\$270.00
1979	\$200.00
1980	\$115.00
1981	\$ 75.00
1982	\$ 45.00
1983	\$ 40.00
1984	\$ 35.00
1985	\$ 30.00
1986	\$ 25.00
1987	\$ 20.00
1988	\$ 15.00
1989	\$ 10.00
1990	\$ 00.00
1991	\$ 00.00

54.2.1 (c) Effective December 31, 1993, and annually thereafter, the total monthly payment under subsections 54.2.1(a) and 54.2.1(b) shall be increased by two percent (2%) based on the average annual increase in the average Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

- 54.2.2** The Long Term Income Protection benefit to which an employee is entitled under 54.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).
- 54.2.3** Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee became totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 54.2.4** Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his/her normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he/she is reasonably fitted by education, training or experience.
- 54.3** The Employer will continue to make pension contributions and premium payments for Ontario Health Tax, the Dental Plan, and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a WSIB. award.
- 54.4** A Record of Employment, if required in order to claim Employment Insurance sickness and disability benefits will be granted to an employee and this document shall not be considered as termination of employment.
- 54.5** Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be an employee. If the employee is totally disabled on the date his/her insurance terminates, he/she shall continue to be insured for that disability.
- 54.6** If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 54.7** If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during

rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

- 54.8** The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 54.9** Employees while on rehabilitative employment will earn vacation credits as set out in Article 57 (Vacation and Vacation Credits).
- 54.10 (a)** When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full time employment, the provisions of Article 10 Seniority shall apply.
- (b)** An employee who is assigned to a position, under this section shall, for a period of six (6) months, be paid at the same step he/she had attained in the salary range of the classification of the position he/she occupied prior to disability. At the end of that period he/she shall be paid at a rate within the salary range of the classification of the position to which he/she has been assigned.
- (c)** When an employee is assigned under this section, it is understood that **Article 12, Posting or Filling of Vacancies or New Positions** shall not apply.

ARTICLE 55: SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

The employer will continue to pay for employee benefits as they have in the past using up to date riders and fee schedules

55.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

(a) A dispensing fee cap of \$9.00 per prescription will be placed on all prescriptions for the life of the contract.

55.2 Effective January 1, 1998, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) [effective November 1, 2001, ninety-five percent (95%)] of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and fifty dollars (\$150.00) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

(a) charges for accommodation, for employees sixty-five (65) and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25.00) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;

(b) charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;

(c) charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not ordinarily resident in the employee's home, and who is not related to either the employee or his/her dependants, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;

(d) charges for the services of a Chiropractor, Osteopath, Naturopath, Podiatrist, Physiotherapist, Speech Therapist, and Masseur (if licensed and practising within the scope of their licence), to a maximum of twelve dollars (\$12.00) per visit for each visit not subsidized by the Ontario Health Tax;

- (e)** charges for the services of a Psychologist up to sixteen dollars (\$16.00) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12.00) per visit for all other visits;
- (f)** artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licenced physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- (g)** rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that the reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500.);
- (h)** ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i)** oxygen and its administration;
- (j)** blood transfusions outside the hospital;
- (k)** dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (l)** hearing aids and eye glasses, if required as a result of accidental injury;
- (m)** charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided outside the Province of Ontario, exceed the Ontario Health Tax fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the Ontario Health Tax fee schedule.

- (n) charges for surgery by a Podiatrist, performed in a Podiatrist's office, to a maximum of one hundred dollars (\$100.00).
- 55.3** Effective April 1, 1999, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum two hundred and fifty dollars (\$250.00) per person in any twenty-four (24) month period) and the purchase of hearing aids (maximum two hundred and fifty dollars (\$250.00) per person once only) equivalent to the vision and hearing component of the Blue Cross Extended Health Care Plan.
- 55.4** It is not necessary for an employee or dependants to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 55.5** Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Clause 54.3 of Article 54 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's Human Resources Office. The employee shall pay the full premium.
- 55.6** The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new Collective Agreement or following major alteration to the Plan.

ARTICLE 56: INSURED BENEFITS PLANS - GENERAL

56.1 COMMENCEMENT OF COVERAGE

Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months continuous service.

56.2 COVERAGE DURING LEAVE-OF-ABSENCE WITHOUT PAY

During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the payroll office.

56.3 DAYS OF GRACE

There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

ARTICLE 57: VACATION AND VACATION CREDITS

57.1 Effective January 1, 2001, an employee shall earn vacation credits at the following rates:

- (a)** One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
- (b)** one and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
- (c)** two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
- (d)** two and one-half (2-1/2) days per month after twenty-four (24) years of continuous service.

- 57.2** An employee is entitled to vacation credits under Clause 57.1 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- 57.3.1** An employee is not entitled to vacation credits under Clause 57.1 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 57.3.2** Where an employee is absent by reason of an injury or industrial disease for which an award is made under *The Workplace Safety and Insurance Act*, he/she shall accrue vacation credits only for the period during which he/she is in receipt of salary, in accordance with Clause 64.2.
- 57.4** An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- 57.5** An employee may accumulate vacation to a maximum twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 57.6** On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he or she has completed six (6) months of continuous service.
- 57.7** An employee with over six (6) months of continuous service may, with the approval of the General Manager, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken.
- 57.8** Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with Clause 57.7, he or she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his or her employment.
- 57.9** An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or at the date he or she qualified for payments under the Long Term Income Protection Plan as defined under Article 54, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing that employee.

ARTICLE 58: HOLIDAYS

58.1 An employee shall be entitled to the following holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

58.2 Except as provided in Clause 58.3 when a holiday specified in Clause 58.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

58.3 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day, and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st respectively, and Clause 58.2 shall have no application to these employees in respect of these holidays.

58.4 Where an employee is scheduled to work on a designated holiday or on a day declared in lieu of a holiday, as defined above, he may elect either of the following:

- (a) to receive compensation at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of three and three-quarters ($3\frac{3}{4}$), four (4), or the number of regularly scheduled hours as applicable at two times (2x) their basic hourly rate and the regular days pay for the designated holiday; or
- (b) to receive compensating leave at the rate of two (2) times for all hours worked with a minimum credit of three and three-quarters ($3\frac{3}{4}$), four (4), or the number of regularly scheduled hours as applicable and also receive his/her regular days pay.

58.5 Where an employee is not scheduled to work on a holiday or a day declared in lieu of a holiday and is called in to work he/she shall be entitled to pay or compensatory leave as follows:

Four (4) hours at two times (2x) the basic hourly rate if the assignment is four (4) hours or less; or

Eight (8) hours at two times (2x) the basic hourly rate if the assignment is greater than four (4) hours but less than or equal to eight (8) hours; or

Two times (2x) the basic hourly rate for all hours worked if the assignment is greater than eight (8) hours;

plus his/her regular days pay.

58.6 Compensating leave shall be taken at a time agreed upon between the employee and the Employer. The employee's option must be the same for all designated holidays in the calendar year and made by January 1st of that year.

58.7 It is understood that this Article only applies to an employee who is authorized to work on the holiday or on the day declared in lieu of a holiday, and who actually works on the holiday or on the day declared in lieu of the holiday, and that an employee who, for any reason, does not actually work on the holiday or the day declared in lieu of the holiday, shall not be entitled to the payment described herein. It is further understood that an employee is entitled to premium payment either on the holiday or the designated holiday, but not both.

58.8 For the purpose of determining designated holiday entitlements, a shift that does not commence and end on the designated holiday shall be considered as falling wholly within the calendar day in which the shift starts.

ARTICLE 59: BEREAVEMENT LEAVE

- 59.1** An employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law; grandparent, grandchild, ward, guardian, or same sex spouse.
- 59.2** An employee who would otherwise have been at work shall be allowed one (1) days leave-of-absence with pay in the event of the death and to attend the funeral of his/her aunt, uncle, niece or nephew.
- 59.3** In addition to the foregoing, an employee shall be allowed up to five (5) days leave-of-absence without pay to attend the funeral of a relative listed in Clauses 59.1 and 59.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 60: PREGNANCY LEAVE

- 60.1** The General Manager shall grant leave-of-absence without pay to a pregnant employee who has served at least thirteen (13) weeks.
- 60.2.1** The leave-of-absence shall be in accordance with the provisions of *The Employment Standards Act*.
- 60.2.2** Notwithstanding Appendix IV, Clauses 57.2, 57.3.1, 62.12 and 63.7(a), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 60.3.1** An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance benefits pursuant to *The Employment Insurance Act (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 60.3.2** In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a)** for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave; and

- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- 60.3.3** Notwithstanding 60.3.2 (a) and (b), where a VDT operator was reassigned because of pregnancy, to a vacancy with a lessor salary maximum, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- 60.4** Notwithstanding Appendix IV, Article 56 (Insured Benefits Plans - General), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- 60.5** An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for no more than twenty-six (26) weeks. The first eighteen (18) weeks of this leave shall be in accordance with the provisions of parental leave granted under Appendix IV, Article 61.
- 60.6.1** A female employee returning from a leave-of-absence under Clause 60.1 or 60.5, shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 60.6.2** A VDT Operator who was reassigned, because of pregnancy, prior to the commencement of the pregnancy leave shall be assigned to the position she occupied immediately prior to the assignment and be paid at the step in the salary range that she would have attained had she worked during the leave-of-absence.
- 60.7** Notwithstanding 60.3.2 (a) and (b), and 60.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.

60.8 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

ARTICLE 61: PARENTAL LEAVE

61.1.1 The General Manager shall grant a parental leave-of-absence without pay to an employee who has served at least thirteen (13) weeks.

61.1.2 Notwithstanding Appendix IV, Clauses 57.2, 57.3.1, 62.12 and 63.7(a) vacation credits, seniority and service continue to accrue during the parental leave.

61.2 Parental leave may begin:

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (b) no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- (c) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end eighteen (18) weeks after it begins or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

61.3 Notwithstanding Appendix IV, Article 56 (Insured Benefits Plans - General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

61.4 Except for an employee to whom Article 60 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with the accumulation of credits for not more than eight (8) weeks.

ADOPTION LEAVE

61.5.1 An employee who is entitled to parental leave for the purpose of adoption and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

61.5.2 In respect of the period of parental leave for the purpose of adoption, payments made according to the Supplementary Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave.
- (b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave.
- (c) where the employee provides proof that he/she is receiving an additional five (5) weeks of employment insurance because of a physical, psychological or emotional condition of the newly adopted child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above.
- (d) where, during the term of this Agreement, the Employment Insurance legislation is amended to provide up to fifteen (15) weeks entitlement, then the time period in sub-section (b) will be amended accordingly.

61.6 An employee returning from a leave of absence under Clauses 61.1 or 61.4, shall be assigned to his or her former position and be paid at the step in the salary range that he or she would have attained had the leave-of-absence not been granted.

61.7 Notwithstanding sub-section 61.5.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the adoption leave, including any retroactive salary adjustment to which he or she may have been entitled.

ARTICLE 62: SHORT TERM SICKNESS PLAN

62.1 An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- (i) with regular salary for the first six (6) working days of absence,
- (ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence,

in each calendar year.

62.2 An employee is not entitled to leave-of-absence with pay under Clause 62.1 of this Article until he/she has completed twenty (20) consecutive working days of employment.

62.3 Where an employee is on sick leave-of-absence which commences in one (1) calendar year and continues into the following calendar year, he/she is not entitled to leave-of-absence with pay under Clause 62.1 of this Article for more than one hundred and thirty (130) working days in the two (2) years until he/she has returned to work for twenty (20) consecutive working days.

62.4 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under Clause 62.1 of this Article must complete twenty (20) consecutive working days before he is entitled to further leave under Clause 62.1 in the next calendar year.

62.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer paid portion of all payments and subsidies will continue to be made.

62.6 USE OF ACCUMULATED CREDITS

- An employee on leave-of-absence under sub-section 62.1 (ii) of this Article may, at his or her option, have one-quarter (1/4) of a day deducted from his/her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- 62.7** An employee who is absent from his/her duties due to sickness or injury beyond the total number of days provided for in Clause 62.1 of this Article shall have his/her accumulated attendance credits reduced by a number of days equal to such absence and he/she shall receive regular pay for that period.
- 62.8** Clause 62.7 does not apply to an employee when he/she qualified for and elects to receive benefits under the Long Term Income Protection Plan.
- 62.9** Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer.
- 62.10** After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the General Manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the General Manager or his/her designee may require any employee to submit a medical certificate for a period of absence of less than five (5) days.
- 62.11** Employees returning from L.T.I.P. to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 62.12** For the purpose of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

62.13 ATTENDANCE REVIEW MEETINGS

Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation prior to the interview.

62.14 For the term of this Agreement, upon approval of the Supervisor an employee may be allowed up to 7 ¼, 7 ½ or 8 hours (whichever is applicable) sick leave of absence per year to attend to medical appointments. This leave must be taken in increments of no less than one (1) hour at any one time. Employees are required to give as much notice as possible to the Supervisor of the requested time off.

ARTICLE 63: TERMINATION PAYMENTS

63.1 An employee whose seniority commences from a date prior to January 1, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of the employee's accumulated attendance credits for continuous service up to and including March 31, 1978 in an amount computed by multiplying half of the number of days of the employee's accumulated attendance credits at the date the employee ceases to be an employee by the employee's annual salary at the date the employee ceases to be an employee and dividing the product by 261. For the period from April 1, 1978, the benefits described under Clause 63.4 shall apply.

63.2 Notwithstanding Clause 63.1, an employee whose seniority commences from a date on or after October 1, 1965 and before January 1, 1970 who ceases to be an employee because of,

(a) death;

(b) retirement pursuant to,

(i) section 17 of *The Public Service Act*, or

(ii) section 12 or 18 of *The Public Service Superannuation Act*; or

- (c) release from employment under subsection 4 of Section 22 of *The Public Service Act*,

is entitled to receive, for continuous service up to and including March 31, 1978

- (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before January 1, 1970 and one (1) week of salary for each year of continuous service from and including January 1, 1970; or
- (e) the amount in respect of his or her accumulated attendance credits computed in accordance with Clause 63.1, whichever is the greater, but he or she is not entitled to receive both of these benefits.

For the period April 1, 1978, the benefits described under Clause 63.4 shall apply.

63.3 An employee whose seniority commences from a date on or after January 1, 1970 is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to,
 1. Section 17 of *The Public Service Act*, or
 2. Section 12 or 18 of *The Public Service Superannuation Act*, or
 - (iii) release from employment under subsection 4 of Section 22 of *The Public Service Act*,

in an amount equal to one (1) week of salary for each year of continuous service; or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,

- (i) dismissal for cause under Section 22 of the *Act*, or
- (ii) abandonment of position under Section 20 of the *Act*,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under Clause 63.4 shall apply.

63.4 An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
 - 1. Section 17 of *The Public Service Act*, or
 - 2. Section 12 or 18 of *The Public Service Superannuation Act*, or
- (iii) release from employment under subsection 4 of Section 22 of *The Public Service Act*; or
- (iv) resignation after being declared surplus under Clause 10.02; or

- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,

- (i) dismissal for cause under Section 22 of the *Act*,
- (ii) abandonment of position under Section 20 of the *Act*,

is entitled to severance pay for continuous service from and after April 1, 1978 equal to one (1) week of salary for each year of continuous service from and after April 1, 1978.

- 63.5** (1) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when he or she ceases to be an employee.
- (2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when the employee ceases to be an employee.
- (3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 63.6** For the purpose of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:
- (a) when the employee is on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his or her service, i.e.:
- (1) Political Activity (*P.S.A.* 12.5)
- (2) Lay-off (Article 10 - Seniority)
- (3) Educational Leave (R.R.O. 1980, Reg. 881, S. 29);
- (b) when the employee is receiving benefits under the Long Term Income Protection Plan;
- (c) after the first six (6) months that he or she is receiving benefits pursuant to an award under *The Workplace Safety and Insurance Act*, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

- 63.7** An employee may receive only one (1) termination payment for a given period of continuous service.
- 63.8** Notwithstanding Clause 63.7, an employee who has been released in accordance with Article 10 (Seniority) and is subsequently reappointed in accordance with the same Article may, at his/her option, repay any termination payments received under this Article to the Employer and thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 64: WORKPLACE SAFETY AND INSURANCE

- 64.1** Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under *The Workplace Safety and Insurance Act*, his/her salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Clauses 62.1 and 62.6 of Article 62 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 64.2** Where an employee is absent by reason of an injury or an industrial disease for which an award is made under *The Workplace Safety and Insurance Act*, his/her salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against his/her credits.
- 64.3** Where an award is made under *The Workplace Safety and Insurance Act* to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Clause 64.2 and the employee has accumulated credits, his/her regular salary may be paid and the difference between the regular salary paid after the period set out in Clause 64.2 and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- 64.4** Where an employee receives an award under *The Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Clause 64.2 (i.e., three (3) months), the Employer will continue subsidies for Basic Life, L.T.I.P., Employer Health Tax, Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

64.5 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under *The Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave-of-absence with pay under Article 62 (Short Term Sickness Plan) as an option following the expiry of the application of Clause 64.2.

ARTICLE 65 - SPECIAL AND COMPASSIONATE LEAVE

65.1 The General Manager or a designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds. Approval for this leave shall be based upon critical and extenuating circumstances.

65.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

65.3 The General Manager or designee may grant an employee leave-of-absence without pay or loss of accumulated credits on religious grounds for the purpose of observing authorized religious holidays. Such leave shall not be unreasonably withheld. In granting such leave the Employer will be provided with reasonable explanation for the request.

ARTICLE 66: ENTITLEMENT ON DEATH

66.1 Where an employee who has served more than six (6) months dies, there shall be paid to his/her personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of,

(a) one-twelfth (1/12) of his/her annual salary; and

(b) the employee's salary for the period of vacation leave-of-absence and overtime credits that have accrued.

66.2 Where an employee dies, there shall be paid to his/her personal representative or, if there is no personal representative, to such person as the Employer determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 63 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of his/her annual salary.

ARTICLE 67 - DENTAL PLAN

67.1 BENEFITS

- (a) This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, x-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services. Check-ups will be based on every nine (9) months except for children under sixteen (16) years of age and family members over forty (40) years old (remains at six (6) months).

This plan also includes benefits equivalent to Rider 1 of The Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontics services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

- (b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependants.
- (ii) Effective February 3, 1992, the Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on the current Ontario Dental Association Schedule of Fees.

- (c) Effective February 3, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of The Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000.00) for the insured employee and each eligible dependent.
- (d) Except for benefits described under Clause 67.2, eligible dependants include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

67.2 Effective January 1, 1997, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, for the employee, his/her eligible spouse as well as the dependent unmarried children of the employee (available to dependent children no earlier than the age of six (6) up to the date they cease to be an eligible dependant) with benefits equivalent to Rider 3 of The Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000.00) for each employee and eligible dependent.

67.3 Effective February 3, 1997, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedule of Fees up to a maximum benefit of one thousand dollars (\$1,000.00) per year for the insured employee and each eligible dependent.

67.4 ELIGIBILITY

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed two (2) months of continuous service.

67.5 CANCELLATION

All coverage under this plan will cease on the date of termination of employment.

ARTICLE 68: JOINT INSURANCE BENEFITS REVIEW

68.1 The Parties agree to utilize the Employee Relations Committee to facilitate communications between the Employer and employees on issues with respect to employee insurance benefits. It is understood that any changes to the benefits package during the life of the Collective Agreement must be negotiated.

ARTICLE 69: PENSION BRIDGING

Whenever the OPSEU Pension Trust determines that a Pension Bridging option is open to Employees for early retirement purposes, the parties agree to allow employees to take advantage of this benefit in accordance with the OPSEU Pension Trust provisions.

APPENDIX V
COST SHARING AS FOLLOWS:
REGULAR EMPLOYEE BENEFITS

BENEFIT	EMPLOYER	EMPLOYEE	EFFECTIVE DATE
BASIC LIFE INSURANCE (75% OF ANNUAL SALARY OR \$10,000.00 MINIMUM)	100%	NIL	October 1/75
LONG TERM INCOME PROTECTION (66-2/3% OF GROSS SALARY)	90%	10%	April 1/99
ONTARIO HEALTH TAX	100%	NIL	Nov. 1/75
SUPPLEMENTARY HEALTH & HOSPITAL PLAN (DRUG PLAN CO-INSURANCE 95% REIM- BURSEMENT TO EMPLOYEE) AND VISION CARE & HEARING AID COVERAGE (MAXIMUM \$250.00 PER PERSON IN ANY 24 MONTH PERIOD FOR VISION CARE AND MAXIMUM \$250.00 PER PERSON ONCE ONLY FOR HEARING AIDS)	100% 60%	NIL 40%	Nov. 1/01 January 1/90
SUPPLEMENTARY LIFE (1,2 OR 3 TIMES EARNINGS)	NIL	100%	
DEPENDENT LIFE (SPOUSE \$1,000. AND CHILDREN \$500.EACH, OR SPOUSE \$2,000. AND CHILDREN \$1,000.EACH)	NIL	100%	
DENTAL CARE PLAN PLUS COVERED SERVICES RIDER 1 (DENTAL PLAN CO- INSURANCE 85% REIMBURSE- MENT TO EMPLOYEE)	100%	NIL	January 1/90

APPENDIX VI
POLICE COMPRESSED WORK WEEK AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: THE NIAGARA PARKS COMMISSION

**AND: THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(AND ITS LOCAL 217 (PARK POLICE))**

Unless otherwise specified in this Memorandum of Agreement, all Articles of the Collective Agreement with Local 217 (Park Police) apply to employees covered by this Agreement.

Article 1: Work Unit and Employees Covered

This Agreement covers the four (4) Platoons (thirteen (13) Police Employees and four (4) Dispatchers) in The Niagara Parks Commission Police Department.

Article 2: Hours of Work

Employees will work a twelve (12) hour shift schedule of two (2) days of day shift, two (2) days of night shift and four (4) days off. The day shift will start at 8:00 a.m. and end at 8:00 p.m. The night shift will start at 8:00 p.m. and end at 8:00 a.m.

Article 3: Overtime

3.1 Authorized periods of work in excess of the regular working periods specified in Article 2 or on scheduled days off will be compensated in accordance with Article XI (Working Conditions and Overtime) of the Collective Agreement.

**POLICE COMPRESSED WORK WEEK AGREEMENT
PAGE TWO**

Article 4: Holiday Payment

- 4.1** Where an employee works on a specified holiday specified in Appendix III, Clause 8.1 they will receive compensation at the rate of two (2) times their basic hourly rate for the hours worked.

Article 5: Short Term Sickness Plan and Vacation Credits

- 5.1** Short Term Sickness - Employees shall be entitled to full pay for the first forty-eight (48) hours of absence due to sickness or injury or seventy-five (75%) for the next nine hundred and ninety-two (992) hours of absence due to sickness or injury. Employees may exercise their option under Appendix III, Clause 12.6 of the Collective Agreement by deducting one-quarter (1/4) of an accumulated credit for each eight (8) hours of absence.
- 5.2** *Vacation Credits:* A deduction from an employee's vacation credits will be made for each day of approved vacation leave-of-absence as follows: (Pro-rating determined by length of workday. An employee off on a twelve (12) hour day, deduct $12/8 \times 1 \text{ credit} = 1.5 \text{ credits}$).

Article 6: Workers' Compensation

- 6.1** For the purpose of Clause 14.02 of Appendix III of the Collective Agreement "sixty-five (65) working days" shall be deemed to be five hundred and twenty (520) hours.

Article 7: Shift Premium

- 7.1** The shift premium will apply to employees working the night shift, (i.e., 8:00 p.m. to 8:00 a.m.) The provision will not apply to employees working the day shift, (i.e., 8:00 a.m. to 8:00 p.m.).

**POLICE COMPRESSED WORK WEEK AGREEMENT
PAGE THREE**

Article 8: Term

- 8.1** This Agreement shall be for a trial period of sixty-four (64) weeks (until either Party notifies the other of its desire to negotiate, etc.) and will be effective from Sunday, June 22, 1986 to Saturday, September 12, 1987.

- 8.2** Either Party may, on written notice of four (4) weeks to the other Party, terminate this Agreement.

Dated this 27 day of June, 1986.

FOR THE COMMISSION

FOR THE UNION

APPENDIX VII
LETTERS OF AGREEMENT

LETTER OF AGREEMENT # 1

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: JOB POSTINGS

The Employer agrees to provide copies of Regular Job Postings to authorized stewards of the Union during the period October 1st through May 1st at their home address. It is understood that the Human Resources Office must be informed of any changes to the home address of a Steward of the Union.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #2

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: LEAVE OF ABSENCE (4 OVER 5)

The following criteria will be used in developing a Leave of Absence (4 over 5) policy:

- 1) Six months prior to the initiation of the process, the employee must submit an application to the General Manager requesting such leave.
- 2) All requests for leave will include an explanation of how the leave is relevant to the individual's current position.
- 3) The General Manager at his or her sole discretion may approve such leaves.
- 4) In the first four (4) years preceding the leave, the employee will receive a gross amount of eighty percent (80%) of salary.
The 20% differential in each of the four (4) years will be accumulated to provide eighty percent (80%) gross salary to the employee during the fifth year when the leave is taken. It should be recognized that this arrangement may have an affect on the calculation of the individual's pension.

- 5) The employee will be required to provide a written report to the General Manager outlining the experience.
- 6) Leave shall not be used for the purposes of engaging in other employment.
- 7) Employees who wish to leave the program after it has commenced will have to pay an administrative penalty.
- 8) Benefits and seniority will continue.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #3

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE:"Z" ENDORSEMENT TESTING

The Employer agrees that where a certified MTO Examiner is on staff and where such individual is able to be available from regular duties as determined by the Senior Director of Technical Services, he/she will provide Z endorsement testing and certification for employees who are required to have this as a condition of employment or wish to increase their qualifications for a position with the Employer.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

Niagara Parks Commission

LETTER OF AGREEMENT #4

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE:EMPLOYEE TIME CREDIT REPORTS

The Employer agrees to provide existing Employee Time Credit Reports to Regular Staff on a quarterly basis. It is agreed that where there are discrepancies in information, employees shall discuss this with their immediate supervisors for resolution.

The Employer further agrees to develop system requirements with a view to providing existing information as well as regular and seasonal sick credit balance information on the bi-weekly pay stubs when the current computer system is upgraded. The Employer further agrees to inform the Union local on developments as they arise.

Employees who would like to find out their sick credit balance can get this information from the Payroll Department.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

Niagara Parks Commission

LETTER OF AGREEMENT #5

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: SMOCKS FOR OFFICE WORKERS

It is agreed that the Employer will make smocks available to Office Workers as necessary where protective clothing is needed.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #6

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: WASHROOM FACILITIES

It is recognized that a certain number of employees work in areas which are outside of walking distance to designated buildings of the Employer. Supervisors of these employees shall maintain reasonable contact with them throughout the course of the shift to ensure that basic personal needs with respect to the use of washroom facilities are met.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #7

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: ROCK SCALING

Effective November 1, 1998, employees performing rock scaling duties will receive nineteen dollars and fifty-four cents (\$19.54) per hour or two dollars (\$2.00) above their basic hourly rate, whichever is greater. This rate will increase to nineteen dollars and ninety-three cents (\$19.93) effective November 1, 1999.

Historically, rock scaling has been performed by the Masons' crew with one or two additional members volunteering from other departments or work units. For safety reasons, it is always important to keep an existing, trained crew together.

When a vacancy occurs in the membership of an existing crew, outside of the Masons' group, it is agreed that the vacancy will be posted. The Employer shall give primary consideration to qualifications, related experience and abilities to perform the required duties. Where such qualifications, experience and ability are relatively equal, seniority shall be a consideration.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #8

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: OVERBOOTS FOR PHOTO LAB WORKERS

It is agreed that the Employer will make protective overboots available to employees working in the photo lab as necessary.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #9

January 1, 1996

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE:KIDNEY/BACK BRACES

The Employer agrees to make kidney/back braces available to employees who require them to carry out their duties and responsibilities. It is understood that this equipment shall remain the property of the Employer.

Yours truly,

R. J. McIlveen
Senior Director of Community Services

LETTER OF AGREEMENT #10

NPC EMPLOYEE RELATIONS COMMITTEE

It is agreed that the Employer and OPSEU Local 217 may enter discussions as are appropriate and not being excluded by the provisions of *The Crown Employees Collective Bargaining Act*.

Such discussions will be aimed at problem resolution and the application of the Collective Agreement but shall not be used by either party to amend the Agreement and shall not be subject to the mediation and arbitration procedures under the *Act* and nothing shall preclude a grievance alleging a violation of the Collective Agreement as provided in the said *Act*.

Membership in the Employee Relations Committee will be comprised of Management and Bargaining Unit Employees of the Employer.

Minutes will be recorded and co-signed by one Bargaining Unit member and one Management member.

OPSEU Regional representation may be in attendance in an advisory capacity. Similarly, with the consent of both parties, other participants may be invited from time to time.

Signed at Niagara Falls, Ontario this 28th day of October, 1992.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF AGREEMENT #11

May 26, 2004

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: EDUCATIONAL ASSISTANCE

Attached is an updated copy of the Employer's Educational Assistance Policy.

Yours truly,

Barbara Arndt
Director, Human Resources

LETTER OF AGREEMENT # 12
Corporate Policy Manual



CPM-05-05
Professional Development &
Training Opportunities

HUMAN RESOURCES

Management for The Niagara Parks Commission has shared responsibility for the professional growth and development of its employees. Development opportunities where financial assistance is granted should be directed at enhancing the effectiveness of the employee and benefitting the overall organization. The procedures for employees seeking financial assistance for educational courses are as follows:

1. Employees seeking financial assistance shall confer with their supervisor and upon agreement, complete the approved educational assistance form. The supervisor shall submit a recommendation on the completed form outlining the reasons for supporting the request and indicating the level of assistance recommended based on the criteria in this policy. Supervisors may also initiate the process of employee education.
2. The completed application form must be forwarded to the Director for approval, prior to being forwarded to the Director of Human Resources. Final approval is granted by the General Manager. All approvals must be given in advance of the commencement of the course or seminar.
3.
 - (a) Where an employee is taking a series of courses toward a degree or diploma, he or she may apply for educational assistance. The employee may be expected, however, to bear some portion of the costs.
 - (b) In the case of a degree or diploma credit course, a requisition is forwarded through the administrative process and must be accompanied by a receipt showing employee's initial payment to the educational institution. Prior to final reimbursement to the employee, the requisition must be accompanied by proof of successful course completion.
 - (c) Where reimbursement is granted for a degree or diploma credit course according to the provisions of this policy, the employee will be reimbursed fifty percent (50%) at the beginning of the course and fifty percent (50%) upon successful completion. Where the employee has not completed the course or has not achieved a passing grade, he/she shall be required to reimburse to the Commission the initial fifty percent (50%) of educational assistance paid.
4. In the case of one or multi-day seminars, workshops or conferences, costs are covered in advance by the Commission where approved.

HUMAN RESOURCES

5. Degree or diploma credit courses shall, as much as possible be taken outside of an employee's normal working hours. Any courses taken during working hours shall be with the approval of the Senior Director.
6. The following is the criteria for granting educational assistance:
 - Category 'A' 100% reimbursement -The course or seminar directly relates to the requirements of an employee in his or her current position or is initiated by the employee's supervisor in order for the employee to carry out his or her duties and responsibilities.
 - Category 'B' 75% reimbursement -The course or seminar relates to work performed in the employee's department and although not directly related to the employee's duties and responsibilities, is deemed by the supervisor to be beneficial for the needs of the department.
 - Category 'C' 50% reimbursement -The course or seminar relates to work performed by The Niagara Parks Commission and although not directly related to the work performed by the employee or within the employee's department, is deemed to be beneficial to the employee's career development with The Commission. Approval under this section shall include the requirement for the development of a career plan for the employee which shall be approved by the Sr. Director and maintained on the employee's Human Resources file.

HUMAN RESOURCES

7.) Training Records

The Human Resources Office will maintain records of all training activities for employees of the Commission. Certificates or similar documentation indicating the completion of a course or program should be forwarded to the Human Resources Office for inclusion in the employee's official file.

REVOCATION

This policy cancels and supercedes Human Resources Circular # 7.

John Kernahan
General Manager

Date

Request For Educational Assistance

Note: All approvals must be given in advance of the commencement of courses or seminars.

Date: _____

Name: _____ Position: _____

Department: _____

_____ In accordance with Human Resources Policy # CPM-05-05, please give consideration to my application for Educational Assistance for the following (check one only):

- Seminar/Workshop/Conference
- Degree/ Diploma Credit Course
- Post Degree Credit Course

Course/Seminar Name: _____

Course Date (s): From _____ To _____

Training Institution: _____

Course/Seminar Fee: \$ _____

Note: I understand that under the circumstances outlined in Policy # CPM-05-05, I may be required to reimburse the Commission for assistance provided where I do not meet the designated stipulations.

Signature of Employee

Recommendation of Supervisor:	Category	A	B	C

Signature of Supervisor

Department Director: _____ Date: _____

Director of Human Resources: _____ Date: _____

General Manager: _____ Date: _____

copy : Human Resources

LETTER OF AGREEMENT #13

The Parties agree that the following item shall form this Letter of Agreement which is attached to and forms part of this Collective Agreement.

Apprenticeships:

Should the Employer determine that it is necessary to create new apprenticeships the Union shall be invited to provide input through the Employee Relations Committee.

LETTER OF AGREEMENT #14

May 26, 2004

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: OVERTIME

The Employer agrees to develop in conjunction with Local 217 EERC, methods of distributing overtime at the various work locations that are fair and equitable.

Yours truly,

Barbara Arndt
Director, Human Resources

LETTER OF AGREEMENT #15

May 26, 2004

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: HEPATITIS A AND B VACCINATIONS

The Employer agrees to offer and pay for Hepatitis A and B vaccinations for those employees who are at risk as determined by the Ontario Medical Association and/or the Regional Health Unit. Vaccinations will be arranged through the NPC Physician.

Yours truly,

Barbara Arndt
Director, Human Resources

Niagara Parks Commission

LETTER OF AGREEMENT #16

May 26, 2004

Mr. R. Atkin
President
The Ontario Public Service
Employees Union
Local 217 (Parks Employees)

Dear Mr. Atkin:

RE: SEASONAL JOINT JOB EVALUATION

The Employer and the Union agrees to continue the development and implementation of the Seasonal Joint Job Evaluation. Both parties agree to complete the above by October 31, 2006.

The Employer agrees to establish a contingency fund of \$20,000.00 toward any wage adjustments that are negotiated between the parties.

Further the Employer agrees to continue working jointly with the Union to complete the Seasonal JJE job descriptions and commits to supplying the resources that are necessary to complete the project.

The tools to be used and the rating process will be negotiated by the Seasonal JJE committee comprised of two (2) representatives from each party. Final wage adjustments will be determined by the negotiating team during the next round of bargaining. Final implementation of the Seasonal JJE will not occur unless ratified by the members of the bargaining unit and the Commission.

Yours truly,

Barbara Arndt
Director, Human Resources

APPENDIX VIII

MESSAGE FROM PRESIDENT OF OPSEU LOCAL 217

Message from the President of OPSEU Local 217

Welcome to the Niagara Parks Commission and to OPSEU, which stands for The Ontario Public Service Employees Union.

As a bargaining unit employee, union dues will be deducted from your bi-weekly pay. This makes you a dues paying non-member. As such you are eligible to receive representation from OPSEU for certain employee matters and you are covered by the terms and conditions of the Local 217 Collective Agreement. However, until you sign a union card your participation in union activities are limited. Voting privileges and input relating to the operation of the local can be achieved simply by contacting your union steward and signing a card. Any personal information you provide will remain strickly confidential within the elected body of the Union.

At your work location a current Local 217 Union Steward list is posted. Please take the time to contact a representative in your area or any steward on the list to get signed up.

I would ask that you complete the attached form outlining your name, address and phone number and send it through interoffice mail to the current secretary of Local 217. We can then provide you with more information about your union.

In solidarity.

NEW LOCAL 217 MEMBER INFORMATION

Name: _____

Address: _____

Telephone: _____

Work Location: _____