

MEMORANDUM OF AGREEMENT

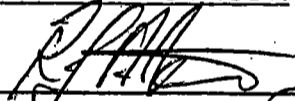
On all issues regarding the renewal of the Collective Agreement expiring October 31, 2003  
between:

The Niagara Parks Commission ["Employer"]  
and  
The Ontario Public Service Employees Union [OPSEU] ["Union"]  
Local #217

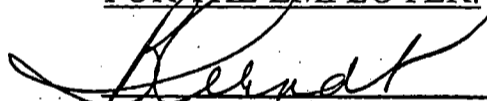
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- [1] The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
- [2] The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
- [3] The parties agree that the term of the renewed Collective Agreement shall be from November 1, 2003 to October 31, 2006, and that said renewal shall include the terms of the previous Collective Agreement which expired on October 31, 2003, subject to the amendments and/or modifications set out in this Memorandum.
- [4] Ratification shall occur as quickly as possible, but in any case no later than May 28, 2004. When ratification occurs, each party shall notify the other in writing forthwith.
- [5] The effective date of any provisions or terms of the Collective Agreement, unless otherwise stated in the Collective Agreement, shall be the date of ratification. Ratification shall be deemed to occur on the latest of the dates it is ratified by both parties.
- [6] Both parties agree to split the cost of printing of the Collective Agreement.
- [7] The parties agree that there will be no lock-out or strike prior to ratification.

FOR THE UNION:

  
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Shelley Reed  
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FOR THE EMPLOYER:

  
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**1. General Housekeeping**

All references to Employer and Commission will be changed to "Employer"

**2. Article 1.01 & 25.01 - Recognition**

Add: "Servers"

**3. Article 2 - No Discrimination**

2.02 Add: except as specifically referred to in this agreement or agreed to in writing by the Employer.

**4. Article 11 & 44 - Leave of Absence**

11.01 & 44.01 Add:

It is understood that in granting such leave, the Employer will be provided with reasonable explanation for the leave request.

**5. Article 11 & 44 - Leave of Absence**

11.06 Add: The above provisions apply to members elected to the Central OPSEU Executive Board and not the Local Executive.

44.06 Add: (same as 11.06 and above) 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.

**6. Article 13 & 28 - Grievance Procedure**

13.01 & 28.01 Add: title "Complaint Stage"

**7. Article 15 - Notices**

15.02 Change: ... except with the written permission of the Director of Human Resources or Designate.

**8. NEW - Article 68 - 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.

**9. Article 44 - Leave of Absence**

**Amend to read:**

44.05 It is understood that in granting such leave, the Employer will be provided with reasonable explanation for the leave request.

**10. Article 21 - Temporary Assignments**

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.

**11. Letter of Understanding - NEW**

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.

**12. Letter of Understanding #15**

The Niagara Parks Commission 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.

**13. Article 41 - Transfers**

41.08 The Niagara Parks Commission will provide to the Secretary of Local 217 a list of Bargaining Unit transfer requests by Department by March 15 each year.

**14. Article 10 - Seniority**

10.02 [a] ... and where the qualifications of the employees for the job concerned are relatively equal... Upon receiving a layoff notice, an employee who wishes to exercise their seniority may do so providing he/she notifies the Human Resources Department in writing of his/her intent to exercise their seniority within seventy-two [72] hours of receiving notification of lay-off.

**10.02 [b] Recall**

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

**15. Article 30 - Early Recall**

30.10 [b][1] he/she must be qualified and able to perform the core duties of the position to which they are assigned.

**16. Article 13.14 & 28.08 - 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.

**17. Article 30.03 [c] - Loss of Seniority**

Agree to increase recall rights for seasonal employees to 24 months.

**18. Letter of Agreement #11 - Educational Policy**

The parties agree to replace the existing Letter with the Revised Policy.

**19. Article 43 - Medical Examination**

Agreed to mirror language from 61.9 to new article 43.05.

**20. 30.10 - Early Recall**

[a] status quo

[b] status quo

3. status quo

**4. Extra Work:**

1. 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.
2. When a Department is unable to fulfil 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 the 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.

**21. Article 23.05 & 40.02 - Protective Clothing**

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

**22. Article 5 - Hours of Work**

5.01 [a][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 ... forty [40] hours.

Renumber the remaining Schedules in Appendix III.

**23. Article 64 - Special and Compassionate Leave**

64.3 ... In granting such leave the Employer will be provided with reasonable explanation for the request.

## 24. Article 41 - Transfer/Vacancies

### **Change to read:**

41.04 [c] ...shall have a trial period in the new position of five [5] working days...

## 25. Article 1 & 25 - Recognition

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.

1.04 [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 termination's 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.

## 26. Article 11.07 & 44.06 - Leave of Absence

[a] only the President, Vice President, Secretary, Chief Steward are eligible to receive 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.

44.06 **only:**

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

**27. Article 66 - Dental Plan**

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

Check-ups will be based on every 9 months except for children under 16 years of age and family members over 40 years old.

**28. Article 54 - 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.

54.01 [a] The union proposes that a dispensing fee cap be placed on all prescriptions. The dispensing fee of \$9.00 per prescription; being applied for the life of the contract.

**29. Article 7 - Overtime/ Compensating Time Off/ Call-Back/ Stand-by/ Meal Allowance**

7.07 [a] - Meal Allowance: The union accepts Management's offer of \$9.00.

**30. Article 45 - Overtime Meal Allowance**

45.03 [a] - Meal Allowance: The Union accepts Management's offer of \$9.00.

**31. Article 10 - Seniority**

10.02 [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 season of seasonal employment being equal to 2/3 year [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.

### **32. Article 16 - Classification Procedure Appeals**

#### **New Language**

3. The parties agree appeals will be heard and resolved within 3 months of submission.

### **33. Article 20 - Travelling**

#### **20.01 Kilometric Rates**

The union accepts the management rate of \$0.35 per kilometre between 0-4000 km when using their personal vehicle on commission business and \$0.30 per km between 4,001-10,7000.

#### **New Article XXX**

The union accepts the management rate of \$0.35 per kilometre between 0-4000 km when using their personal vehicle on commission business and \$0.30 per km between 4,001-10,7000.

### **34. Article 31.01 & 58.01 - Bereavement Leave**

31.01 after guardian add "same sex spouse."

58.01 after guardian add "same sex spouse."

The addition of 'same sex spouse' just clarifies current legislation and is therefore just housekeeping.

### **35. 39.01 - Seasonal Benefits**

All Seasonal 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.

**36. Article 30 - Job Security**

**30.04** 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] week notice of lay-off.

**37. Article 4.01 & 37.01- Wages**

Salaries shall ... of this Agreement. Salaries shall increase as follows;

1<sup>st</sup> Year: 1% October 1, 2004 Retro to November 1/03

2<sup>nd</sup> Year: 1% November 1, 2004  
1% October 1, 2005 Retro to May 1/05

3<sup>rd</sup> Year 2 % November 1, 2005  
1 % September 1, 2006 Retro to November 1/05

**38. Letter of Agreement # 17 - 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.

**All errors and omissions excepted.**