

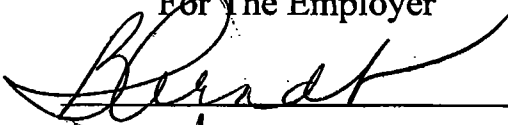
THE NIAGARA PARKS COMMISSION

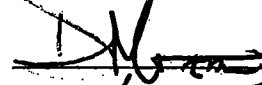
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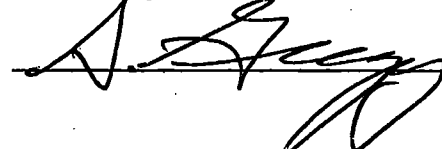
OPSEU AND ITS LOCAL 217 (PARK EMPLOYEES)

1. At 1700 hours, April 30, 2004 at Victoria Park Restaurant, in the City of Niagara Falls, Ontario the Employer tabled a final offer for a mandatory vote of the membership.
2. The Union agrees to take the management final offer to the membership of Local 217 at a date, time and place to be determined and confirmed with the Employer on May 3, 2004.
3. The Employer agrees not to lock out Local 217 and Local 217 agrees not to strike until the parties meet again on a date and time that is yet to be determined. The parties will confirm this on May 3, 2004.
4. The attached document forms the agreed upon items from 2004 negotiations as well as the items tabled as management final offer.

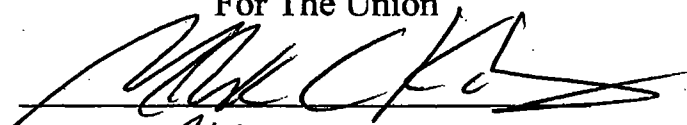
For The Employer

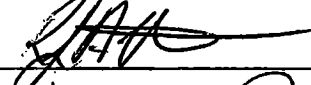







For The Union





Shelley Reed

Cohn Mackyzi



Dated April 30, 2004

AGREED TO ITEMS

April 30/04

1. General Housekeeping

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

2. Article 1.01 and 25.01

Add: "Servers"

3. Article 2

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

11.06 Add: The above provisions apply only 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 toexcept with the **written permission of the Director of Human Resources or designate.**

8. Article 23

23.06 Add title "Policies"

9. 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.

10. 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.

11. 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..

12. Letter of Understanding

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.

13. Letter #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.

14. Article 41 -

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.

15. 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 72 (seventy-two) hours of receiving notification of lay-off.

10.02(b) Recall

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

16. Article 30

30.10(b)(i) he/she must be qualified and able to perform the core duties of the position to which they are assigned

17. Article 13.14 & 28.08

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 (3) three years, providing the record of the employee has been clear of any similar offence during the three (3) years.

18. Article 30.03 (c) - Loss of Seniority

Agree to increase recall rights for seasonals to 24 months

19. Letter #11

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

20. Article 43

Agreed to mirror language from 61.9 to new article 43.05

21. 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 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 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.

22. Article 23.05 & 40.02

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

23. 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 hours (37 ½)
 (iii) ...in Schedule 3 of Appendix III.....forty (40) hours

Renumber the remaining Schedules in Appendix III

24. Article 64- Special and Compassionate Leave

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

25. Article 41 - Transfer/vacancies

change to read:

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

26. Article 1 and 25

- 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 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.

27. 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;

2. the leave must be approved in advance by the employee's supervisor and providing that customer service will not be compromised;
3. 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:

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

MONETARY ITEMS

April 30/04

29. WAGES

October 1/04 1% Wage increase retroactive to November 1/03

In addition, management is offering bonuses based on the amount of money that the Commission is able to make (before interest and depreciation) as outlined below.

(Operating income quoted in millions of dollars)

If Operating Income is:	Then bonus paid December 15/04 is:
\$8.751 - \$9.000	\$150.00
\$9.001 - \$9.500	\$300.00
\$greater than \$9.500	\$350.00

Monies will be paid in a lump sum amount to employees who were on the payroll August 1/04

October 1/05 1% Wage Increase retroactive to November 1/04

In addition, management is offering bonuses based on the amount of money that the Commission is able to make (before interest and depreciation) as outlined below.

(Operating income quoted in millions of dollars)

If Operating Income is:	then amount paid December 15/05 is:
\$8.751 - \$9.000	\$150.00
\$9.001 - \$9.500	\$300.00
\$greater than \$9.500	\$350.00

Monies will be paid in a lump sum amount to employees who were on the payroll August 1/05

October 1/06 2% wage increase retroactive to July 1/06

In addition, management is offering bonuses based on the amount of money that the Commission is able to make (before interest and depreciation) as outlined below

(Operating income quoted in millions of dollars)

If Operating Income is:	then the amount paid December 15/06 is:
\$9.000-\$9.500	\$150.00
\$9.501-\$10.000	\$300.00
\$greater than \$10.000	\$350.00

Monies will be paid in a lump sum amount to employees who were on the payroll August 1/06

30. 39.01 Benefits

Delete existing 39.01 and replace with the following:

Seasonal employees will receive \$1.20 per hour for all regular hours worked.

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

“It is understood that any surpluses generated by the Plan shall remain in the Plan.”

31. Article 30 - Job Security

30.04

At least three (3) weeks notice of lay-off shall be given to all seasonal employees except in cases of sudden and unpredictable circumstances (severe economic or global occurrences). In these cases, seasonal employees shall receive a minimum of two (2) weeks notice of lay-off.

32. **Article 54 - Supplementary Health and Hospital**
Prescription dispensing fee maximum of \$9.00

Article 66 - Dental Plan

Checkups based on every 9 months except for children under the age of 16 years or over the age of 40.

33. **Eliminate Letter of Agreement #13 and replace with:**
Seasonal Joint Job Evaluation

The Employer and the Union agree to continue the development and implementation of the Seasonal 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 adjustments that are negotiated between the parties.

Further, the Employer agrees to continue working jointly with the Union to complete the Seasonal Job Descriptions and to supply all the resources that are necessary to complete the project.

The tool to be used and the rating process will be negotiated by the Joint Committee which is comprised of two (2) representatives from each party. Final wage adjustments will be determined by the negotiating teams. Final implementation of the plan will not occur unless ratified by the members of the bargaining unit and The Commission.

34. **Article 10- Seniority**

10.01(b)

A regular employee's seniority will accumulate upon the 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. Seniority thus acquired shall be exercisable for lay-off and recall purposes only as outlined in this Article.

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

35. Article 7.07(a) and 45.03 (a) - Meal Allowance

Increased to \$9.00 from \$8.00

36. Article 16 - Classification Procedure

Appeals - New Language

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

37. 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:

0-4,000km	35.0 cents/km
4,001 - 10,700	30.0 cents/km

38. Article 31.01 and 58.1 Bereavement Leave

Add: same sex spouse

All other items previously agreed - Errors and omissions excepted.

Appendix B

Term of Agreement

Three (3) years : November 1, 2003- October 31, 2006