

MEMORANDUM OF AGREEMENT

Between

THE NIAGARA PARKS COMMISSION

(the "NPC")

and

OPSEU, LOCAL 217

(the "Union")

1. The parties agree to renew the existing collective agreement subject to revisions provided for the in attached schedule.
2. The parties 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 recommend complete acceptance of all of the terms of this memorandum to their respective principals.
3. The parties agree that the term of the new collective agreement shall be from November 1, 2017 to October 31, 2021.

Agreed to this 16th day of April, 2018:

Union Negotiating Committee

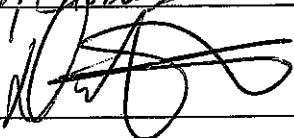
The Niagara Parks Commission

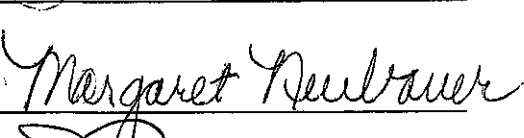


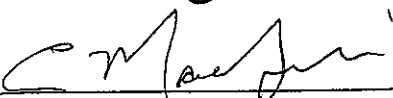








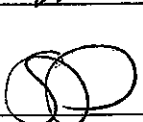
Margaret Neubauer














Memorandum of Agreement

1. All current references to the General Manager in the agreement to be amended to CEO or COO as applicable
2. Article 56- Vacation and Vacation Credits
Amend 56.6 as follows:

56.6- On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted, **without written approval of the Department Director or Senior Director as applicable**, to take vacation until the employee has completed six (6) months of continuous service.
3. Article 56- Vacation and Vacation Credits
Amend 56.7 as follows:

56.7 An employee with over six (6) months of continuous service may, with the approval of the Department Director or designate, take vacation to the extent of the employee's vacation entitlement and the employee's vacation credits shall be reduced by any such vacation taken.
4. Article 56- Vacation and Vacation Credits
56.10-Eliminate
5. Article 61 and 41- Short Term Sickness Plan/Seasonal Attendance Credits
61.10, 41.02 Amend as follows:

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 provided to **the employee's manager or designate**, 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 employee's manager or designate** may require any employee to submit a medical certificate for a period of absence of less than five (5) days. The cost of such certificate shall be at the expense of the Employer.

6. Article 7- Overtime/Compensating Time Off/Call-Back/Stand-By/M Meal Allowance

Amend preamble to read:

7.04 For the purposes of this clause, an Employee will provide to the Employer one primary contact phone number when not at work for the purpose of distributing call-back opportunities. In instances where the employer contacts an employee and he/she does not answer the call, the employer will proceed to call the next eligible employee (s) as applicable on the call-back list. In the event that an employee returns a missed phone call prior to the shift being filled, the first employee to return the call will be given the opportunity to accept the shift.

7. Article 11 and 42- Leave of Absence

Amend as follows:

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) Any of the President, Vice President, Secretary, Chief Steward or Treasurer of Local 217 shall be granted such leave; the leave shall be for not more than eight (8) hours per month in total **to be divided among the positions listed above as requested by the union**, and unused leave shall not be cumulative;

Remainder of the clause remains unchanged.

42.07 Change (a) to match the wording as outlined above

Remainder of the clause remains unchanged

8. Article 13- Grievance Procedure

Amend 13.14 as follows:

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 **either of the Union's President, or Vice-President, Chief Steward, Secretary or Treasurer 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.

9. ARTICLE 42 - LEAVE OF ABSENCE

Amend 42.03 as follows:

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

10. LETTER OF AGREEMENT #16

January 1, 2018

Mr. Ian Mather
Bargaining Chair
The Ontario Public Service Employees Union
Local 217 (Parks Employees)

Dear Mr. Mather:

RE: MEDICAL TEST RESULTS

When the NPC initiates or coordinates medical appointments for employees with a third party medical provider, any applicable results that are provided to the NPC will be provided to the Employee.

Should the employee wish to receive any additional medical information related to the test(s) in question, which has not been provided to the NPC, the employee will be required to make those arrangements directly with the medical provider and/or his/her medical practitioners and will be responsible to incur any costs associated with such request.

Yours truly,

David Adames
Chief Operating Officer

11. ARTICLE 15 - NOTICES
Amend 15.01 (b) as follows:
 - (b) The Employer agrees to allow the Union to post a notice on NPC bulletin boards advising employees that further information on union matters can be obtained by visiting the OPSEU Local 217 website @ ~~www.opseu217.com~~
www.opseu217.org

12. All references to "he/she" shall be changed to "the Employee".

13. Article 21- Temporary Assignments
21.06 Change Maternity/Parental/Adoption Leave to **Pregnancy/Parental/Adoption Leave**

14. Article 34- Shift Premium
34.01 Clarify that Golf Grounds employees are entitled to the shift premium

15. Article 40 Scheduling- Twelve Hours
Change title of article to "Scheduling"

16. Article 42- Leave of Absence
Move clause 42.07 (e) to Article 40-Scheduling.

17. Letter of Agreement #4- Employee Time Credit Reports
Eliminate

18. Article 13 - Grievance Procedure
13.16 Add:
For grievance mediation, the parties may mutually agree to use Mediators of their choice apart from the Grievance Settlement Board mediation process.

19.

LETTER OF AGREEMENT #1

January 1, 2018

Mr. Ian Mather
Bargaining Chair
The Ontario Public Service Employees Union
Local 217 (Parks Employees)

Dear Mr. Mather:

RE: Job Postings

The employer agrees to provide e-mail copies of regular job postings to authorized Stewards of the union during the period October 1st through May 1st. The union will provide the e-mail addresses to the employer and any changes as applicable.

Yours truly,

David Adames
Chief Operating Officer

20. **Article 2 – No Discrimination or Harassment**
(Union/ER Agreed title change – January 31, 2018)

Numbering Changed

2.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between all parties. Employees are empowered to report incidents of disruptive behaviour **are to report incidents of harassment, sexual harassment, violence or domestic violence to their Manager** without fear of retaliation.

Union/ER Agreed – January 31, 2018

2.xx **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; 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.

Existing language in CA – UN to maintain

2.02 Every employee who is covered by this agreement has a right to freedom from discrimination and/or harassment in the workplace in accordance with the Ontario Human Rights Code.

Union/ER Agreed – January 31, 2018

2.03 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 including an employee's activity or lack of activity in the Union.

Union/ER Agreed – January 31, 2018

~~It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, gender identity, gender expression, age, record of offences, same sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.~~

2.04 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.

Existing language in CA

2.05 The Employer and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the Ontario Human Rights Code. ~~The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.~~

Union/ER Agreed – January 31, 2018

2.06 ~~A reasonable action taken by a manager or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.~~

Union not in agreement – January 31, 2018

Removed old 2.04 – following to replace

- 2.07 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.
Existing language in CA
- 2.08 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 Workplace Harassment and Sexual Harassment Policy and Workplace Violence and Sexual Violence Policy.
Existing language in CA
- 2.09 **Where a complaint under this Article is to be made, the following procedure will apply:**
- a. **where possible, the employee who is subject to the alleged harassment should inform the harasser very clearly that his or her behaviour is not welcome;**
 - b. **if the inappropriate behaviour continues or the initial action represents gross misconduct, or if the employee is unable to confront the alleged harasser, he/she should immediately report the incident(s) to his/her supervisor, or someone else in authority over the supervisor, or Human Resources if the supervisor is the alleged harasser;**
 - c. **All complaints of harassment will be investigated in a timely manner and without delay by the applicable managers/supervisors, in conjunction with Human Resources and/or Health, Safety and Environment. ~~The nature of some investigations will require the immediate involvement and participation of Human Resources. Notwithstanding this, the manager and/or supervisor may seek assistance and guidance related to any complaint and/or investigation.~~**
- 2.10 It is agreed that any individual assigned to handle the complaint or grievance will not be a person who is the subject of the complaint or grievance.
Existing language in CA
- 2.11 An employee who makes a complaint under this Article may be accompanied and represented by an ~~Employee Representative~~ **Steward** 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 Workplace Harassment and Sexual Harassment Policy and Workplace Violence and Sexual Violence Policy.
Mostly existing language in CA

21. Article 13- Grievance Procedure

New: Group Grievance

In the event that more than one (1) employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the Director, Human Resources, or designate at the 2nd Stage of the grievance procedure, within the time limits as specified in Article 13.03. **Representatives of the grievors** of the group shall be entitled to be present at all Stages.

22. LETTER OF AGREEMENT #18
January 1, 2018

Mr. Ian Mather
Bargaining Chair
The Ontario Public Service Employees Union
Local 217 (Parks Employees)

Dear Mr. Mather:

RE: ADP Payroll System

NPC currently utilizes ADP as its Payroll and Time/Attendance system. As the system is new to the organization and its staff, it will take time to have a full knowledge of all features and capabilities. As such, additional capabilities which are not yet available (e.g. mobile app) will be released for staff to use once they are tested and working to the satisfaction of the employer.

It is also recognized that some employees may not have a computer or printer, nor access to a personal computer or printer. In those situations only, such employees may request a copy of pay stubs and/or T-4's from an immediate supervisor. The employee may also visit the Human Resources department to obtain copies.

NPC will continue to review location requirements for equipment to support use of the ADP and other NPC systems, and will deploy any necessary equipment as deemed appropriate by the employer.

Yours truly,

**David Adames
Chief Operating Officer**

23. Letter #12 **Hepatitis A and B Vaccinations**

Vaccinations will be offered and paid for by the employer for employees in the following positions:

Janitorial / Washroom Attendants
Plumbers
HVAC
Electrical
Labourers
Gardeners/Growers
Fleet Services Attendant
Waste and Recycling
Pantry Workers
Cooks
Short Order Cooks
Trades Helper
Building Maintenance Mechanic
Building Systems Technician
Facilities Maintenance Technician

Employees travelling as part of their role to countries identified as having a risk for Hepatitis exposure

Eligible employees will be provided with an information sheet outlining the vaccination process. Employees who receive the vaccination are responsible for ensuring that they follow the vaccination **process and** protocol as determined by a vendor secured by the employer. If an employee has not followed the recommended protocol, he/she will be responsible to pay and receive a titer test to determine both immunity and any further vaccinations required.

Should an employee prefer to have the vaccination series provided by their personal physician, the NPC will reimburse the employee for the cost, up to the amount offered by the vendor.

24. Article 40-Scheduling and Article 45-Seasonal Call-ins

The word "part-time" shall be added to clauses 40.04 and 45.01d

25. Article 5-Hours of Work

Add to 5.02 as follows:

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 Employee's seniority when scheduling.

26. LETTER OF AGREEMENT #17

Amend Letter #17 to read:

November 1, 2017

Mr. Ian Mather
Bargaining Chair
The Ontario Public Service Employees Union
Local 217 (Parks Employees)

Dear Mr. Mather:

RE: SCHOOL OF HORTICULTURE STUDENTS

The parties agree that School of Horticulture students are required to carry out work assignments as part of the School of Horticulture curriculum. The primary function of the School of Horticulture campus/classroom is a training site for School of Horticulture students. **Management will provide the Union with an annual update regarding the School of Horticulture curriculum, prior to the commencement of their school year.** It is not the intent of the School of Horticulture program to replace or reduce bargaining unit staff. **The work performed by the School of Horticulture students will be in accordance with their academic and practical program requirements. During the school year and/or off season, the students' practicum will be limited to the duties and responsibilities associated with the curriculum. It is not the intent that the scheduled hours of staff be reduced as the result of School of Horticulture students performing duties associated with their curriculum.**

Yours truly,

David Adames
Chief Operating Officer

Monetary Package

1. Article 33- Reporting Pay

33.01(a)- Where an employee reports to work at the employee's scheduled starting time and work is not available, the employee shall receive **two (2) hours** pay at the employee's basic hourly rate. The rate of pay will be for the job that the individual was scheduled to perform that day. **This shall not apply where the employee has personally received notification** 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. Effective January 1, 2019, the employee shall receive three (3) hours at the employee's basic hourly rate. Cancellation of a shift and any applicable payment requirements will be in accordance with the Employment Standards Act

33.01 © **Effective January 1, 2019**, when an employee is required to attend a staff meeting outside their scheduled hours, the employee will be compensated a minimum of **three (3) hours** pay at their basic hourly rate for attendance at the meeting. The rate of pay will be that which the employee was paid for the previously scheduled shift, immediately prior to the meeting. The minimum does not apply where the meeting is immediately prior to or after their scheduled shift.

2. Article 18- Tool Allowance

18.01- Increase amount to **\$140** and agree to eligibility for the additional positions per Union proposal 32, i.e. **Trades Helper, Building Maintenance Mechanic, Building Systems Technician, Facilities Maintenance Technician**

3. Article 23- Health and Safety

23.01- increase boot allowance to **\$150**

23.05- Upon submission of a receipt, employees who are required to wear chain saw protection pants will be entitled to a maximum of one hundred and fifty dollars (\$150) every two (2) years toward the purchase of CSA approved safety chain saw protection pants.

23.05 and 38.01- **Change title to Protective Clothing and Uniforms**

A. Protective Clothing

No change to language

Add part B to read:

B. Uniforms

New Regular Employee

5 pants, 4 shirts

New Seasonal Employee

4 pants, 4 shirts

NPC reserves the right to determine the specific uniform items.

Employees shall only wear the approved uniform items and will turn in all old uniform items to the employer

**In LOA #15, wherever the word "protective clothing" appears, it shall be replaced by the word "protective clothing and uniform".

4. Article 41- Attendance Credits

Amend clause 41.01 to read:

41.01 An employee who is unable to attend to his/her duties due to illness is entitled to leave of absence with pay as follows:

A seasonal employee shall earn attendance credits of eight (8) hours per month of complete attendance. Approved leaves shall not be considered incomplete attendance. No attendance credits shall be awarded during any period of layoff or during any unapproved leave of absence of at least one (1) month.

An employee may only use available attendance credits to cover the leave of absence for income protection purposes if he/she is unable to attend work because of illness.

41.02 Change "General Manager" to "employee's manager" (rest of clause remains unchanged)

41.03 Amend to read:

The employee may carry unused credits into the next season up to a maximum total banked accumulation of ninety-six (96) hours at any one time. Any credits in excess of the maximum will not be carried over, or accumulated.

Rest of clause remains unchanged

5. Article 19 and 44- Rest Periods

Add clause 19.02 and 44.02 (b) as follows:

Those who work at a full-service restaurant and who wish to purchase a staff meal during his/her designated meal period within a shift will be charged four dollars (\$4.00) for each meal for the term of this collective agreement. Meal breaks will be taken during periods when customer service will not be compromised and work stations are not left unattended. Staff meals are only available while at work and are not available for take-out. All other employees may continue to receive discounts on food per the Employee Discount Policy.

6. Article 6- Shift Premium

Amend clause 6.02 as follows:

6.02 Effective the pay period following ratification, and notwithstanding 6.01, an employee shall receive a shift premium of sixty-three (63) cents per hour for all hours worked between midnight and 7:00 a.m. Effective January 1, 2019- sixty-eight (68) cents. Effective January 1, 2020- seventy-three (73) cents.

7. Article 37- Benefits/Public Holidays and Vacation Pay

Amend clause 37.01 to read:

37.01 Effective the pay period following ratification, all Seasonal Union Employees shall receive a benefit allowance of one dollar and twenty-eight cents (\$1.28) per hour, for all regular hours worked.

Effective January 1, 2019- one dollar and thirty-three cents (\$1.33).
Effective January 1, 2020-one dollar and thirty-eight cents (\$1.38)
Effective January 1, 2021-one dollar and forty-three cents (\$1.43)

8. Wages

November 1, 2017- 2.5%
November 1, 2018- 2.5%
November 1, 2019- 2.5%
November 1, 2020- 2.5%

9. Benefits

Article 54- Supplementary Health and Hospital Insurance

a. Amend 54.2 (d) as follows:

Effective the first of the month following ratification, out- of-hospital services of a Chiropractor, Osteopath, Chiropodist/Podiatrist, Naturopath, Physiotherapist, Speech Therapist and Massage Therapist (if licenced and practising within the scope of their licence), to a maximum of eight hundred (\$800) per calendar year maximum per practitioner.

b. 54.2 (g) add "automatic" hospital beds" (rest of clause remains unchanged)

c. 54.3(a) Effective the first of the month following ratification, change three hundred forty dollars (\$340) to **four hundred (\$400)**-(rest of clause remains unchanged)

d. 54.3 (b) Effective the first of the month following ratification, change twelve hundred dollars (\$1200) to sixteen hundred dollars (\$1600) (rest of clause remains unchanged)

10. Letter of Agreement-

Not in agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. ARTICLE 59 - PREGNANCY LEAVE

- 59.1 The **Chief Executive Officer** shall grant leave-of-absence without pay to a pregnant employee who has served at least thirteen (13) weeks.
- 59.2.1 The leave-of-absence shall be in accordance with the provisions of ***The Employment Standards Act***.
- 59.2.2 Notwithstanding Appendix IV, Clauses 56.2, 56.3.1, 61.12 and 62.7(a), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 59.3.1 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.

- 59.3.2 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 **one (1) week**, payment 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 **if the employee is serving the EI waiting period**; and
 - (b) up to a maximum of **sixteen (16) 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%) **or seventy-one percent (71%) as applicable** 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.
- 59.3.3 Notwithstanding 59.3.2 (a) and (b), where a VDT operator was reassigned because of pregnancy, to a vacancy with a lesser 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.
- 59.4 Notwithstanding Appendix IV, Article 55 (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.
- 59.5 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 **sixty-one (61) weeks** in accordance with the provisions of parental leave granted under Appendix IV, Article 60.
- 59.6.1 A female employee returning from a leave-of-absence under Clause 59.1 or 59.5, 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.
- 59.6.2 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.
- 59.7 Notwithstanding 59.3.2 (a) and (b), and 59.3.3, 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.
- 59.8 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 60 - PARENTAL LEAVE

- 60.1.1 The **Chief Executive Officer** shall grant a parental leave-of-absence without pay to an employee who has served at least thirteen (13) weeks.
- 60.1.2 The leave-of-absence shall be in accordance with the provisions of *The Employment Standards Act*.
- 60.1.3 Notwithstanding Appendix IV, Clauses 56.2, 56.3.1, 61.12 and 62.7, vacation credits, seniority and service continue to accrue during the parental leave.
- 60.2 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 **seventy-eight (78) 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 **sixty-one (61) weeks** after it begins **if the employee also took pregnancy leave and sixty-three (63) weeks after it begins otherwise**. The leave may end on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.
- 60.3 Notwithstanding Appendix IV, Article 55 (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.
- 60.4 Except for an employee to whom Article 57 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

- 60.4 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 unemployment insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 60.5 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 **one (1) week**, payment 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 parental leave **if the employee is serving the EI waiting period**.
 - (b) up to a maximum of **eleven (11)** ~~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%) or **seventy-one percent (71%) as applicable** 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 **parental** 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.
- 60.6 An employee returning from a leave of absence under Clauses 60.1 or 60.4, 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.
- 60.7 Notwithstanding sub-section 60.5, 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.

12. Article 19 and 44- Rest Periods

Add 19.02 and 44.03 to read as follows:

An employee will receive an additional rest period of ten (10) minutes after each four (4) hour period worked in addition to the scheduled shift. It is understood that that the break period(s) will be flexible so that customer service is not compromised.

13. Term

The term of the agreement is from November 1, 2017 to October 31, 2021.

14.

Management Counter-Proposal

LETTER OF AGREEMENT #XX

Add new Letter of Understanding that reads as follows:

November 1, 2017

Mr. Ian Mather
Bargaining Chair
The Ontario Public Service Employees Union
Local 217 (Parks Employees)

Dear Mr. Mather:

Re: Equal Pay for Equal Work

The parties have agreed to the following process to ensure compliance with the Equal Pay for Equal Work requirements contained in Ontario's *Employment Standards Act 2000* (the "Act").

1. NPC will undertake a review of all seasonal bargaining unit positions to determine what adjustments, if any, are required to the existing seasonal wage rates. This process will be completed by December 31, 2018.
2. At the conclusion of the review process, NPC will provide the Union with a list of wage rate adjustments. Any wage rate adjustments required to comply with the *Act* will be made retroactive to April 1, 2018.
3. The Union will retain its right to file grievances regarding the outcome of the review process. Notwithstanding the above, if any grievances or pay review requests are filed prior to the review process being completed, they will be held in abeyance pending the outcome of the review process.

Yours truly,

David Adames
Chief Operating Officer