

Memorandum of Settlement

Between:

**ONTARIO CANNABIS RETAIL CORPORATION (the
“Employer”) and
ONTARIO PUBLIC SERVICE EMPLOYEES’ UNION on behalf of its LOCAL 553
(the “Union”)**

1. The parties hereto agree to the terms of this Memorandum of Settlement as constituting full settlement of all issues between the parties in connection with collective bargaining for the first collective agreement between the parties with the term of April 1, 2022 to March 31, 2025 (the “Collective Agreement”), subject to the ratification of this Memorandum of Settlement by the members of the bargaining unit in accordance with the *Crown Employees Collective Bargaining Act, 1993*.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this Memorandum of Settlement and Collective Agreement to their respective principals.
3. The parties agree that the term of the Collective Agreement shall be from **April 1, 2022** to **March 31, 2025**. The Collective Agreement shall be in the form hereto attached as **Appendix A**.
4. The parties further agree that any provisions or terms of the Collective Agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement. Wage increases shall be retroactive to **April 1, 2022**. The parties agree that when used herein and when used in the Collective Agreement, the ratification date shall be deemed to be the latter of the date that bargaining unit employees represented by the Union ratified such agreement or the date that the Employer's Board of Directors ratified such agreement.
5. The parties agree that notwithstanding paragraph 4 above, before the Collective Agreement becomes effective the Government of Ontario must provide its approval for same.
6. Retroactive pay adjustments shall be paid no later than 60 days from the date of ratification by both parties.
7. The parties agree to meet within 60 days from ratification for the purpose of proofreading a draft Collective Agreement and incorporating the terms of this Memorandum of Settlement. The Union will produce the initial draft. The parties will meet within 90 days to sign the final agreement.

For the Union:

DocuSigned by:
Roxie Samaras
47E9D6F24AEF443...

DocuSigned by:
J. Booth
C5D2E8ACC8814A7...

DocuSigned by:
AP
FD0B895C33F5474...

For the Employer:

DocuSigned by:
David Buck
487FAF272173412...

DocuSigned by:
Megan Glancey
43C0897C9A2E4BE...

DocuSigned by:
David Lobo
9B3021037DC24B2...

APPENDIX A

SIGN-OFF AGREEMENT
NOVEMBER 18, 2021

AGREED TO ITEMS BETWEEN
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

(Hereinafter referred to as the "Union")

And

THE ONTARIO CANNABIS RETAIL CORPORATION

(Hereinafter referred to as the "Employer")

Items are tentatively agreed subject to agreement on all other proposals.

Housekeeping: gender neutral language.

Article 1 – Purpose

- 1.01 The general purpose of this Collective Agreement is to establish and continue a harmonious working relationship between the Employer and the employees covered by this Collective Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.02 This Collective Agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment.
- 1.03 Where the singular is used throughout the Article within this Collective Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

Article 3 – Management Rights

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
 - a) maintain order, discipline and efficiency;
 - b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve as provided for in this Collective Agreement; and
 - c) manage the operation and without restricting the generality of the foregoing, the right to plan, direct and control operations, determine organization, staffing levels, work methods and procedures, the location of the workplace, the scheduling and assignment of work, the kinds and locations of equipment, ~~the merit system~~, training and development and appraisals, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Collective Agreement.
- 3.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.

Article 4 – Definitions

- 4.01 A “full-time employee” is an employee who regularly works thirty-six and one-quarter (36.25) hours per week.

Article 5 – No Strike No Lockout

5.01 In view of the orderly procedures established by this Collective Agreement and provisions of the *Crown Employees Collective Bargaining Act, 1993* (“CECBA”), the Union agrees that there will be no strike, as defined by CECBA, during the term of this Collective Agreement, and the Employer agrees that there will not be any lockout, as defined by CECBA, during the term of the Collective Agreement.

Article 6 – Seniority

6.01 Probationary Period

- a) Unless otherwise specified in this Collective Agreement, a full-time employee's seniority will accumulate upon completion of a probationary period of ~~nine (9)~~ **six (6)** months and will be calculated from his/her first day of work of his/her most recent appointment to the permanent full-time staff of the Employer.

- b) A contract employee who is the successful applicant for a permanent position shall begin employment as permanent staff with a fixed seniority and service date that shall be equal to their first day of employment with the Employer for all purposes under the Collective Agreement with the exception of vacation accrual (Article ~~30.04~~ • **[to be updated]**). A contract employee referred to in this Article shall not be required to serve a probationary period in the permanent position provided that ~~he/she has~~ **they have** successfully completed six **(6)** months of service with the Employer as of the date ~~he/she moves~~ **they move** into the permanent position. If the contract employee has not successfully completed six **(6)** months of service, the employee shall be required to complete a probationary period equivalent to six **(6)** months less the employee's period of service with the Employer.

6.02 An employee shall lose all seniority and shall be deemed to have been terminated if:

- a) an employee resigns or retires;
- b) an employee is discharged and not reinstated under the terms of this Collective Agreement;
- c) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer; ~~or~~
- d) an employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer; ~~or~~
- e) an employee has been laid off for a period in excess of their length of seniority up to a maximum of ~~twelve (12)~~ • **[to be updated]** months; **or**
- f) an employee fails to notify the Employer within seven (7) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within seven

(7) calendar days from receipt of such notice. Notice of recall may be by telephone or email and confirmed by registered mail to the employee's last address registered with the Employer. If notice is given by registered mail, it shall be deemed to have been received on the second day following registration.

- 6.03 An OCRC-wide seniority list, including the employees' names, **and** seniority date, and classification/**pay grade** shall be maintained by the Employer and provided to the Union annually. The Employer agrees to post the seniority list on the Intranet annually.
- 6.04 ~~12.03~~ Seniority shall continue if an employee acts in a Supervisor/excluded position(s) within the OCRC. Upon completion of the acting assignment **and remaining employed**, the employee will return to their bargaining unit position **or a position at the equivalent classification/pay grade, should the employee's position no longer exist.**

Article 7 – Discipline and Dismissal

- 7.01 It is understood that the right of the Employer to discipline or dismiss employees who have completed their probationary period shall be for just cause. An employee who is subject to discipline and an employee who has completed the probationary period and is subject to discharge shall have the right to grieve such discipline or discharge in accordance with Article 8 of this Collective Agreement.
- 7.02 Nothing in Article 7.01 confers on a probationary employee any right to grieve or arbitrate his/her dismissal, **unless the dismissal was done in an arbitrary, discriminatory or bad faith manner.**
- ~~97.~~03 Each employee shall be entitled to reasonable access to his/her Human Resources file. Where an employee provides consent in writing to Human Resources authorizing the Union to view his/her Human Resources file, a Union Steward may make an appointment to examine the Human Resources file on their behalf and photocopy any and all documents in the file.

Article 8 – Grievance Procedure

- 8.01 A grievance shall mean a complaint or claim concerning discipline or discharge of an employee or a dispute with reference to the interpretation, application, administration or alleged violation of the Collective Agreement.
- 8.02 Computation of time:
- a) References to days in this Grievance Procedure shall be calendar days.
 - b) Where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens.

- c) Where the time for doing an act under this Grievance Procedure expires on a Saturday, Sunday or Ontario Public Holiday, the act may be done on the next business day of the Employer.
- 8.03 The Employer shall be under no obligation to consider or process any grievance unless such a grievance has been presented to the Employer in writing.
- 8.04 It is the mutual desire of the parties that grievances be resolved without recourse to the Grievance Procedure as frequently as possible. To this end, employees must first attempt to settle any complaints or disputes informally with their immediate supervisor (or designate) before a grievance may be filed. Employees must make such request in writing to the immediate supervisor (or designate) with copy to the Human Resources Department. A complaint shall be discussed within seven (7) days of the date the circumstances giving rise to the complaint or the date the employee ought reasonably to have become aware of the circumstances. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in accordance with the steps outlined in Article 8.09 below.
- 8.05 Grievances shall be in writing, signed by the grievor (or the Employer in the case of an Employer grievance) and shall describe the nature of the grievance, the specific provision(s) of this Collective Agreement alleged to have been violated, and the specific remedy sought.
- 8.06 A grievance will be on a standard template form provided by the Union. If the template grievance form is to change, the Union will provide the Employer with seven (7) days' notice.
- 8.07 The grievor has the right to be accompanied and represented by a Union Steward at all meetings in the Grievance Procedure. If a Union Steward is not available, the Employer agrees that a Union Staff Representative may attend in the Union Steward's place provided that the Union advises the Employer in advance of the same. It is the grievor's responsibility to obtain such representation of a Union Steward or a Union Staff Representative, as applicable. The grievor may waive such representation in writing.
- 8.08 Any time spent by a grievor or a Union Steward for the purposes of Article 8.09, **including attending a hearing of the grievance at Step 3**, during a scheduled work day, will not result in a loss of pay from the employee's regular rate.
- 8.09 The Grievance Procedure is as follows:
- a) **Step One:**
- i. The Union shall file a grievance on behalf of an employee with the immediate supervisor (or designate).
- ii. The grievor, a Union Steward, the immediate supervisor (or designate) and Human Resources shall meet within ~~thirty (30)~~ **twenty (20)** days of the grievance being filed, after which a written response will be provided by the immediate supervisor (or designate) to the Union within seven (7) days.
- b) **Step Two:**

- i. Failing settlement at Step One, the Union shall submit the grievance to the **Director of Human Resources** Employer (or designate) within seven (7) days of the written response from the Employer (or designate).
 - ii. The **Director of Human Resources** Employer (or designate) shall meet with the grievor and a Union Steward, in person **or virtually as agreed amongst the parties**, within ~~thirty (30)~~ **twenty (20)** days and shall render his/her decision in writing within seven (7) days following such meeting.
- c) Step Three:

If the grievor is not satisfied with the decision of the Employer **or if the grievor does not receive the decision within the specified time in Step Two**, the grievor may apply **through the Union** to the Crown Employees Grievance Settlement Board for a hearing of the grievance within fourteen (14) days of the decision at Step Two **or within fourteen (14) days of the specified time limit for receiving the decision at Step Two**.

8.10 Policy Grievance

The Union shall have the right to initiate a policy grievance where a dispute involving a question of general application or interpretation of this Collective Agreement occurs. Such grievances shall be initiated at Step Two and all provisions of the Grievance Procedure shall apply, provided it is presented within ~~seven (7)~~ **fourteen (14)** days of the date the circumstances giving rise to the grievance occurred or the date the Union ought reasonably to have become aware of the circumstances giving rise to the grievance. However, it is expressly understood that the provisions of this section may not be used by the Union to file a policy grievance where an individual grievance could be filed.

8.11 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, **they may present a group grievance within fourteen (14) days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employees. Such written grievance shall be originated under Step Two and the time limits set out with respect to that Step shall appropriately apply.** ~~all such employees shall be listed in a written group grievance. Such grievances shall be submitted at Step Two and all provisions of the Grievance Procedure shall apply, provided it is presented within seven (7) days of the date the circumstances giving rise to the grievance occurred or the date the Union ought reasonably to have become aware of the circumstances giving rise to the grievance.~~

8.12 Employer Grievance

The Employer shall have the right to initiate an Employer grievance. Such grievances shall be initiated at Step Two and all provisions of the Grievance Procedures shall apply, provided it is presented within ~~seven (7)~~ **fourteen (14)** days of the date the circumstances giving rise to the grievance occurred or the date the Employer ought reasonably to have become aware of the circumstances giving rise to the grievance. The Employer grievance shall be answered in writing by the Union within seven (7) days following the Step Two meeting and the Employer may

submit the grievance to the Crown Employees Grievance Settlement Board within fourteen (14) days of the decision at Step Two, **should a resolution not be reached at Step Two.**

- 8.13 a) The Crown Employees Grievance Settlement Board shall not be authorized to alter, modify or amend any part of this Collective Agreement nor shall the Crown Employees Grievance Settlement Board give any decision inconsistent with the provisions of this Collective Agreement.
- b) The determination of a grievance by the Crown Employees Grievance Settlement Board pursuant to the terms of this Collective Agreement is final and binding upon the parties and the employees covered by this Collective Agreement.

8.14 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified or has not been processed by the employee or the Union within the time prescribed shall be deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. **Provided the party moving the grievance to the next step complies with the time lines, a nonresponse by either party at any stage of the grievance procedure shall allow the other party to move the grievance to the next step.**

8.15 Mediation/Arbitration

It is understood by the Union and the Employer that they may mutually agree to refer a grievance to mediation/arbitration as an alternative to the procedures described at Step 3 in Article 8.09. It is understood that grievances that proceed through mediation/arbitration shall be heard by a mediator/arbitrator selected through the mutual agreement of the parties and that the costs of the mediation/arbitration will be on an equal cost-sharing basis.

8.16 Each of the parties hereto will share equally the expenses, if any, of the Crown Employees Grievance Settlement Board.

~~40.18~~ **8.17** Disciplinary Record

~~Any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee twelve (12) months following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offences for the twelve (12) months. Any such letter of reprimand suspension or other sanction so removed cannot be used in any subsequent proceedings.~~

No discipline against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than two (2) years old as long as there is no other discipline on the employee's file during that two (2) year period.

Letter of Understanding #1

The parties agree that for purposes of the first Collective Agreement, in Article 8.07, a grievor can have a Union Representative attend along with a Union Steward as long as it does not result in delay of the meeting.

Toronto, ON 18 November

Signed at _____ this ____ day of _____, 2021.

For the Employer

For the Union

DocuSigned by:
Carla Stewart

FB8C30E3347F4E1...

DocuSigned by:
David Buck

487FAF272173412...

DocuSigned by:
Ravie Samaroo

47E9D6F24AEF443...

DocuSigned by:
[Signature]

C5D2E8ACC8814A7...

DocuSigned by:
A.P.

FD0B895C33F5474...

Article 9 – Leaves of Absence

9.01 The Employer may grant, in its sole discretion, a leave of absence without pay and without an accumulation of credits.

ESA Leaves

9.02 Employees shall be entitled to such leaves of absence as are prescribed by the *Employment Standards Act, 2000* (“ESA”) in accordance with the applicable provisions of the ESA. Unless required by the ESA or this Collective Agreement, any leave of absence taken by an employee pursuant to the provisions of the ESA shall be unpaid.

9.03 Employees who wishes to take leave under Article 9.02 shall advise the Employer as soon as possible before commencing such leave.

9.04 The Employer may require an employee who takes a leave of absence under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Article 10 – Hours of Work and Overtime

Hours of Work

10.02 Except for Customer Service Representatives and Senior Customer Service Representatives whose hours of work are from 9:00 a.m. to 5:00 p.m., permanent fulltime employees are permitted to begin work between 7:30 a.m. and 9:30 a.m. and end work between 3:30 p.m. and 5:30 p.m. unless otherwise agreed in writing with their Supervisor based on operational requirements. The provision of this entitlement shall be done in a reasonable manner.

10.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.

Article 311 – No Discrimination/Harassment

311.01 In accordance with the *Ontario Human Rights Code* (OHRC), there shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, record of offences, family status, or disability.

311.02 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee’s membership or non-membership in the Union. The Employer further agrees that it shall not refuse to employ or continue to employ or discriminate against an employee in regard to employment or any terms or conditions of employment because the employee was or is a member of the Union or was or is exercising any rights under the *Ontario Labour Relations Act, 2005* **Crown Employees Collective Bargaining Act, 1993**.

~~3~~11.03 Where a complaint or grievance of harassment or discrimination is made against an employee's Supervisor or any person with supervisory responsibilities at a higher level over the employee, any complaint to be presented to the Supervisor may be presented directly to the CEO Director of Human Resources or their designate, or any person appointed by the CEO Director of Human Resources, specifically to deal with complaints or grievances under this provision. It is agreed that the designate assigned will not be a person who is the subject of the complaint giving rise to the grievance or complaint.

An employee who makes a complaint under Article 11.03 ~~the OCRC's Workplace Discrimination and Harassment Policy, as amended,~~ may be accompanied and represented by a Union representative in the course of any investigation.

Article 6 12 – Union Administration and Representation

612.01 The Employer agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.

612.02 The amount of the regular monthly Union dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution and the Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

612.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising from the operation of this Article.

612.04 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a ~~cheque~~ payment to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. ~~The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.~~

612.05 Employees are free to join or not to join the Union notwithstanding their obligation to pay an amount equal to the regular monthly Union dues.

~~6~~**12.06** The Employer agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the individual Income Tax T4 forms.

~~6~~**12.07** Upon being hired, an employee shall be informed in writing whether their position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the Local Union Secretary **along with an electronic copy of the Collective Agreement.** The Local Union Secretary will be provided with the employee's name, home address, ~~home email, home phone number,~~ work phone number, job title, department, work location and status (permanent, part-time, contract) of the newly hired employee.

~~6.09~~**12.08** The Employer shall make sufficient copies of the Collective Agreement available to ensure that ~~all~~ employees have access to the Collective Agreement. The parties shall share equally the cost of printing the Collective Agreement. In addition, the Employer shall post the Collective Agreement on the Employer's Intranet.

Negotiating Committee

~~6.08~~ **12.09** (a) The Employer ~~acknowledges the right of the Union to appoint or select~~ **agrees to recognize** a negotiating committee of not more than three (3) employees covered by the Collective Agreement along with a Union Staff Representative and/or Negotiator from OPSEU for the purpose of negotiating a renewal Agreement. **There shall not be more than two (2) employees from a Department on the Negotiating Committee.**

Union Representation

~~6.10~~ **12.11** The Union may elect or appoint the President, Vice-President, Chief Steward, Treasurer, Secretary and other officers of the Local and shall elect or appoint stewards from among employees in the bargaining unit who have completed their probationary period for the purpose of assisting employees in the presentation of grievances and other purposes specifically permitted in this **Collective** Agreement or in writing by the Employer.

12.12 The Union shall maintain an updated list of Union Stewards and shall advise the Employer in writing of the names of the Union Stewards and any changes from time to time. Union Stewards must be bargaining unit employees who have completed their probationary period and there shall not be more than two (2) Union Stewards per Department.

~~6.11~~**12.13** It is agreed that Stewards shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties and responsibilities without first having secured permission from their immediate Supervisor. Such permission shall not be unreasonably withheld.

~~6.14~~ **12.15** The Union agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.

Article 11 13– Joint Consultation Committee

- 143.01 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations. The parties agree that there should be timely identification and notice of relevant issues to the other party and the JCC as soon as practical after they come to the attention of the affected party. When an issue is on the Agenda for a meeting, the parties agree to share such reasonable and available information as may be necessary to provide for meaningful consultation so a discussion of the matter, including consideration of the points of view and recommendations may occur.
- 143.02 The parties agree that a Joint Consultation Committee composed of up to three (3) representatives from the Union and up to three (3) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this **Collective** Agreement and on other matters of mutual interest. **There shall not be more than two (2) employees from a Department on the Joint Consultation Committee.**
- 143.03 The Committee shall meet every four (4) months, or more frequently, with the consent of the parties.
- 143.04 While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this **Collective** Agreement.

Article 134 – Job Posting

- 134.01 Where permanent vacancies in the bargaining unit occur which the Employer decides to fill on a full-time basis, such vacancies will be posted internally and transmitted via email **or by other means of notification.** The posting shall indicate those qualifications required by the Employer. The Employer may advertise the vacancy externally at the same time as the vacancy is posted internally.
- 134.02 Such vacancies shall be posted for a period of ten (10) **at least five (5) and no more than ten (10)** working days and employees must make written application by the closing date.
- 13.04**14.03** In considering ~~any bargaining unit employees~~ **applicants** for a posted vacancy ~~and in matters of transfer~~, the following factors shall be considered:
- (a) skill, ability, qualifications and experience;
 - (b) seniority with the Employer;

Where the matters in factor (a) are relatively equal, then factor (b) shall govern. **For the purposes of the foregoing, "applicants" means seniority employees and external non-employees who apply for a posted vacancy.** If the successful applicant holds a position at a higher position level than a posted vacancy their salary would have to be altered to be equal to their current salary or to the maximum of the level into which they are moving, whichever is lower.

~~13.05~~ **14.04** An applicant who is invited to attend an interview within the OCRC shall be granted time off with no loss of pay and with no loss of credits to attend the interview.

~~13.07~~ **14.05** The Employer may hire qualified candidates applicants who previously applied for a similar vacancy or new position provided that a competition was held during the previous ~~six (6)~~ **twelve (12)** months. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President ~~where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.~~

14.06 The Employer may assign any employee upon the employee's consent to any vacancy on a temporary basis including the period of time which the posting is being filled.

~~13.08~~ **14.07** Vacancies which will not or are not expected to exceed ninety (90) calendar days need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Employer.

Once the Employer fills the vacancy, the Employer shall advise the union of:

- (1) the name of the employee filling the vacancy;
- (2) title and salary level of the employee's home position;
- (3) title and salary level of the employee's new assignment;
- (4) the date the new assignment commenced.

~~13.10~~ **14.09** Temporary assignments or secondments that are being filled by permanent AGCO **OCRC** bargaining unit employees will be no longer than twenty four (24) months in duration unless there is an extension agreed upon in writing by the Union and the Employer. **If the temporary assignment becomes permanent, the incumbent may be confirmed in the position on a permanent basis provided that the temporary assignment was subject to the competition process in Article 14.03 and the employee agrees to stay in the position permanently.**

Article 15 – Health and Safety

15.01 The Employer and the Union agree to comply with all of their obligations under the *Occupational Health and Safety Act*.

15.04 The Employer agrees to maintain and enforce such policies as are required by OHSA including but not limited to a Workplace Harassment Policy and Workplace Violence Policy.

For the Employer

DocuSigned by:

Carla Stewart

FB8C30E3347F4E1...

DocuSigned by:

David Buck

487FAF272173412...

For the Union

DocuSigned by:

Ravie Samaroo

47E9D6F24AEF443...

DocuSigned by:

J. Beaton

C5D2E8ACC8814A7...

DocuSigned by:

A.P.

FD0B895C33F5474...

SIGN-OFF AGREEMENT
FEBRUARY 1, 2022

AGREED TO ITEMS BETWEEN
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

(Hereinafter referred to as the "Union")

And

THE ONTARIO CANNABIS RETAIL CORPORATION

(Hereinafter referred to as the "Employer")

Items are tentatively agreed subject to agreement on all other proposals.

Article 2 – Recognition / Scope

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Ontario Cannabis Retail Corporation in the Province of Ontario, save and except managerial positions, executive assistants and administrative assistants to senior managers; policy advisors/analysts; communications advisors/analysts; strategic planning advisors/analysts; financial advisors/analysts; legal counsel; human resources analysts/administrators; health and safety analysts/administrators; compensation classification and benefits analysts/administrators; and IT specialists/developers/analysts.

Article 4 – Definitions

4.02 A “fixed term contract employee” is an employee who is hired to work for a defined period of time not exceeding ~~thirty-six (36)~~ **twenty-four (24)** months.

Article 9 – Leaves of Absence

Bereavement Leave

9.05 In the event of the death of a family member, employees will be entitled to four (4) days of paid leave immediately following the family member’s passing. The definition of family member refers to the definition that is found in the ESA. Should the funeral service for the family member not be contained in the above described timelines, employees may split these days to accommodate the service. The employee ~~will~~ **may** be required to provide evidence reasonable in the circumstances that they are eligible for bereavement leave. This may take the form of a death certificate, a notification from a funeral home, a published obituary, or a copy of a printed program from a memorial service.

Jury / Witness Duty Leave

9.06 Employees are entitled to take leave for the purposes of serving on a jury or acting as a witness at trial. The Employer will pay employees for **each day absent from regularly scheduled working hours**, ~~the first ten (10) days of their service~~ the difference between average hourly earnings lost and the amount of jury or witness fee received. Such payment is conditional upon the employee providing the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of any fees received and the dates of service. Employees may be requested to provide a letter of attendance for their service.

Pregnancy / Parental Leave

9.07 Employees will be granted pregnancy leave and/or parental leave pursuant to and in accordance with the ESA.

Full time employees with at least thirteen (13) weeks of continuous active service with the Employer at the date the leave (being either pregnancy and/or parental leave) commences and who are eligible to receive Employment Insurance Benefits (“EI”) are eligible for a weekly top-up payment during the leave as described below. The first week of leave (which coincides with the EI waiting period) shall be paid at 93% of the employee's weekly salary. For a period of 25 weeks thereafter, the employee shall receive a top up benefit equal to the difference between the employee's weekly EI benefit and 93% of the employee's weekly salary. If the employee elects the extended eighteen (18) month parental leave pursuant to the ESA, the top up benefit will be adjusted so that the total amount of top-up received by

the employee over the duration of the leave does not exceed the top up amount that the employee would have received had the employee elected the standard twelve (12) month leave.

For clarity, the total amount of top-up funds available is equal to the difference between an employee's weekly EI benefit using the 12-month leave option (regardless of which option is actually chosen) and 93% of their weekly salary, for a 25-week total period.

The employee must provide the Employer with proof of their entitlement to EI benefits and the amount of the weekly EI benefit payable to the employee at the regular rate.

Upon return from the pregnancy, or if later, parental leave, the employee will be assigned to the position most recently held if it is available or if the employee's pre-leave position is no longer available, to a comparable position.

The Employer will continue to pay its share of the benefit premium cost while the employee is on pregnancy and/or parental leave unless the employee elects in writing not to continue their participation in benefits. For any benefits where the employee pays the premiums, they shall advise the Employer in writing prior to the commencement of the leave if they wish to continue with such benefits.

9.08 It is understood and agreed that during any non-ESA protected leave of absence, with or without pay, granted under the provisions of this Agreement and during any period of recall, seniority will accrue up to but not beyond the end of the first month in which the leave of absence or recall period commenced. Where such leave or period of recall continues for more than one month, seniority shall be maintained and an employee shall resume accumulation of seniority on his/her return.

9.09 Seniority will accrue for all job protected leaves covered by the *Employment Standards Act, 2000*.

Leave of Absence for Union Business

9.10 (a) The Employer will grant leave of absence, without pay, to employees selected or appointed by the Union to conduct Union business, upon the written request of the Union two (2) weeks in advance whenever possible, but at least with one (1) week notice. Such leave of absence will be granted by the Employer where practicable according to the needs of the operation. Such leave of absence will not be unreasonably withheld. No individual employee will be permitted to take more than fifteen (15) days leave under this Article except for the Union President who shall be permitted to take up to twenty (20) days leave under this Article.

(b) Leave for OPSEU Executive Board Members (Full-time position)

When an employee is elected or appointed to a full-time position with the OPSEU and/or elected to the OPSEU Executive Board, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU and without loss of seniority for one term, the duration of which cannot exceed two (2) years unless a further term is agreed to by the parties. At the end of the term, the employee shall, upon two (2) weeks' notice be returned to the position held immediately prior to the commencement of the leave provided that position still exists. If the employee's pre-leave position was eliminated during the leave, the employee shall be treated in accordance with the layoff provision of the collective agreement.

Article 10 – Hours of Work and Overtime

Overtime

- 10.01 The normal work week for permanent full-time employees shall consist of thirty-six and one-quarter (36.25) hours per week.
- 10.04 Authorized work performed in excess of the forty-four (44) hours worked in any week shall be paid at one and one-half (1.5) times the employee's regular hourly rate. **Any hours worked between 36.25 and 44 hours shall be paid at straight time.**
- 10.05 The parties recognize that the needs of the business may require the performance of overtime work from time to time and when overtime is required, the Employer will assign the employees regularly doing the job. The Employer will attempt to advise employees of required overtime as far in advance as is practical.
- 10.06 In light of the foregoing, the Employer agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question within the departments in which overtime is required. It is understood and agreed however that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime in the area where the employee is qualified to perform such overtime.
- 10.07 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment. The highest applicable premium payment will be claimed in these circumstances.

10.08 On-Call

For certain employees, there may be times where they may be required to be oncall as a function of their role. Authorized On-Call Time is a period of time outside of the employee's regularly scheduled hours of work during which the employee has been requested by the Employer to be available to respond to a call or email within twenty (20) minutes. Where an employee is required to be On-Call, they will be paid at a rate of \$1.40 per hour for the period of time they are required to be On-Call.

10.09 Call-Back

Where an employee **who has left their place of work and** is requested to come back to work once their regular scheduled shift is completed, a minimum of four (4) hours will be credited at the employee's straight time hourly rate. **This article does not apply to employees on a flexible work arrangement, employees who work remotely or where an employee receives an overtime rate.**

Article 12 – Union Administration and Representation

12.14 **One (1) Union Steward shall be permitted to post notices pertaining to Union business on an approved page on the OCS Intranet site. The Employer reserves the right to remove material posted on the Intranet site, but agrees that it shall not exercise this right unreasonably.**

12.09 b) **Upon notification to and with approval from the Employer, the members of the Negotiating Committee shall be entitled to up to two (2) paid days off from their regular work day for time spent in negotiations. Time spent by the Negotiating Committee preparing for bargaining shall be billed back to the Union for reimbursement.**

Article 14 – Job Posting

~~13.09~~ **14.08** Where an employee is assigned temporarily to perform the duties of a position in a level with a higher salary maximum for a period in excess of **twenty (20)** ~~ten (10)~~ working days, the employee shall be paid acting pay from the date of commencement of duties in the higher level at the rate of at least 3.5% higher than the actual earnings of the employee but not greater **than ten percent (10%)** ~~than the acting position maximum rate.~~

Article 15 – Health and Safety

15.02 The Employer agrees to establish and maintain a joint Health and Safety Committee in accordance with the provisions of *The Occupational Health and Safety Act* and regulations as amended from time to time (“OHSA”). Time off with pay at the regular rate shall be granted to bargaining unit committee members to attend meetings of the Joint Health and Safety Committee. Each bargaining unit member of the committee shall receive one hour of time off with pay at the regular rate for preparation in connection with each meeting of the joint Health and Safety Committee.

15.03 The Employer agrees to pay for the cost of safety clothing and equipment in accordance with the Employer’s **policy** ~~Personal Protective Equipment Policy~~, as amended from time to time. **Employees that require safety boots shall be reimbursed up to one hundred and fifty dollars (\$150) for the purchase of safety shoes every twelve (12) months, upon presentation of a receipt.**

Article 17 – Holidays

17.01 Employees shall be entitled to the following paid holidays each year: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

Should any other day be officially proclaimed a holiday in Ontario by the Provincial Government, it shall thereafter be recognized by the Employer and added to the list of holidays in 17.01.

- 17.02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked (up to a maximum of 7.25 hours) at the employee's basic hourly rate of pay.
- 17.03 In order to qualify for holiday pay, the employee must work the full scheduled hours of work on the workday immediately preceding and immediately following the holiday unless a justifiable reason has been submitted to the Employer.
- 17.04 An employee who has undertaken to work on any one of the above-mentioned holidays shall be paid at one and one-half (1.5) times for all hours worked on the holiday. This is in addition to any holiday pay to which entitled.
- 17.05 Where a holiday specified in Article 17.01 falls on an employee's regular day of rest, the regular working day following is a holiday.

Article 18 – Vacation

- 18.01 All employees shall be entitled to vacations with pay based on length of full-time continuous service with the Employer granted on January 1 of each year as follows:
- a) employees with up to eight (8) years of service, shall be entitled to a vacation of fifteen (15) days with pay;
 - b) employees who have completed eight (8) or more years of service shall be entitled to a vacation of twenty (20) days with pay;
 - c) employees who have completed sixteen (16) or more years of service shall be entitled to a vacation of twenty-five (25) days with pay;
 - d) employees who have completed twenty six (26) or more years of service shall be entitled to a vacation of thirty (30) days with pay.

For employees who start or cease employment (for any reason) with the Employer during a calendar year, vacation credits for that year will be pro-rated based on the number of months where the employee was actively working on the last day of the month. Where an employee ceases employment with the Employer for any reason and has taken more vacation than they are entitled to based on this Article, the Employer may seek to recover the excess vacation time taken against any wages or other monies owing to the employee at the time their employment ceases.

- 18.02 Employees may carry over up to a maximum of five (5) days' vacation entitlement into the following calendar year. Any vacation entitlement that is carried over must be used by March 31 of that following year.
- 18.03 Employees are required to submit vacation requests using the Employer's time and attendance system. Vacation requests shall be reviewed and assessed by the Employer

and every effort shall be made to accommodate individual vacation requests. **Where there is a dispute that cannot be resolved, an employee may exercise their seniority to determine vacation entitlements.**

Article 19 – Personal Emergency Sick Leave and Short Term Income Protection

19.01 Personal Emergency Sick Leave

In each calendar year, a full-time employee who is unable to attend to his/her duties due to sickness, or injury, **mental health, caring for a sick elder, caring for a sick child** is entitled to a leave of absence of up to six (6) days paid at regular salary. There will be no carry over provision for unused sick **personal emergency leave** days at year end. **Full-time employees shall also be entitled to four (4) unpaid personal emergency leave days.**

After three (3) consecutive shifts missed due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's Supervisor, 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 Employer may require an employee to submit a medical certificate of absence of less than three (3) shifts missed. **The Employer shall pay for the cost of the medical certificate.**

19.02 Short Term Income Protection

After six (6) consecutive days of absence due to sickness or injury, a full time employee is entitled to participate in the Employer's Short Term Disability Benefit Program.

Article 20 – Benefits and Pension

20.01 The Employer agrees, during the term of the Collective Agreement, to maintain the premium coverage for eligible employees in the active employ of the Employer under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements. **Effective April 1, 2022, the Health Care Spending Account (“HCSA”) will increase by \$25.00, effective April 1, 2023, the HCSA will increase by \$25.00 and effective April 1, 2024, the HCSA will increase by \$25.00.**

20.02 The Employer may at any time substitute the benefit provider or insurance carrier for any insurance plans provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

20.03 The Employer agrees to post the applicable Benefit Plan booklet(s) on the Employer's Intranet.

20.04 All employees shall be enrolled in the OPSEU Pension Trust (“OPTrust”) based on the terms and conditions of the OPTrust.

Article 21 – Wages and Classification

21.01 The wage rates for employees covered by this Collective Agreement shall be as set out in Appendix A attached to and forms part of this Collective Agreement.

21.02 When a new classification is to be created or an existing classification is to be revised, at the request of either party the parties shall meet within thirty (30) days to negotiate what Pay Grade the new or revised classification falls into, provided that should no agreement be reached between the parties, then the Employer will determine what Pay Grade the new or revised classification falls into subject to the right of the parties to have the Pay Grade determined by arbitration.

Article 22 – Provisions Relating to Fixed Term Contract Employees

22.01 A fixed term contract employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 22.02, and 22.03 **and 22.05** in the same proportion that the contract assignment bears to a permanent full-time assignment.

22.02 It is agreed that fixed term contract employees may be terminated at the sole discretion of the Employer. **Only where the termination of a fixed term contract employees occurs on a without cause basis, the fixed term contract employee shall be provided** with the provision of ten (10) working days' notice or pay in lieu thereof. The termination of a fixed term contract employee shall not be subject to the grievance or arbitration procedure and an arbitrator shall have no justification to entertain any grievance arising from the termination of a fixed term contract employee.

22.03 A fixed term contract employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 22.02 with the exception of the following:

Article 5	Seniority
Article 7	Discipline and Dismissal
Article 9	Leaves of Absence (except 9.02, 9.03 and 9.04)
Article 14	Job Posting
Article [●]	Layoff, Displacement and Recall
Article 19	Sick Leave and Short Term Income Protection
Article 20	Benefits and Pension
Article 23	Provisions Relating to Student Employees

22.04 A fixed term contract employee who successfully posts into a permanent position shall have their seniority recognized to their original date of hire as a fixed term contract employee provided there has been no break in service. A fixed term contract employee who successfully posts into a permanent position shall not have to serve a probationary period.

22.05 A fixed term contract employees **who work less than full-time hours** will receive:

- (a) vacation pay of four percent (4%) during the first five years' of service and, after completing five years of service, six percent (6%) in lieu of vacation pay; and
- (b) **four percent (4%) in lieu of statutory holiday pay.** ~~At the date of hire, contract employees will be given the option to enroll in the OPSEU Pension Plan. A contract employee who elects not to join the OPSEU Pension Plan shall receive four percent (4%) in lieu of benefits.~~

Article 23 – Provisions Relating to Student Employees

23.01 A student employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Articles 23.02, 23.03 and 23.04, with the exception of the following:

Article 6	Seniority
Article 7	Discipline and Dismissal
Article 9	Leaves of Absence (except 9.02, 9.03 and 9.04)
Article 14	Job Posting
Article [●]	Layoff, Displacement and Recall
Article 17	Holidays
Article 18	Vacation
Article 19	Sick Leave and Short Term Income Protection
Article 20	Benefits and Pension
Article 22	Provisions relating to Contract Employees

23.02 It is agreed that students may be terminated at the sole discretion of the Employer. Only where the termination of a student occurs on a without cause basis, the student shall be provided with the provision of ten (10) working days' notice or pay in lieu thereof. The termination of a student shall not be subject to the grievance or arbitration procedure and an arbitrator shall have no justification to entertain any grievance arising from the termination of a student.

23.03 Students will receive four percent (4%) in lieu of statutory holiday pay plus four percent (4%) in lieu of vacation pay.

23.04 Students will be paid at the following hourly rates:

Effective April 1, 2022:

New students will receive an hourly rate from \$18.00/hour to the maximum of Pay Grade 1.

Article 24 – Duration

24.01 This Collective Agreement shall continue in effect until the 31st day of March 2025 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not more than ninety (90) days prior to the expiration date of its desire to amend or terminate this Collective Agreement.

24.02 If notice of amendment or termination is given by either party in accordance with 24.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

Article • – Layoff, Displacement and Recall

LAYOFF

- xx.01 Layoff may occur by reason of shortage of work or funds or the abolition of a position or other material change in organization. Where a layoff may occur for a period in excess of ninety (90) calendar days, the identification of a surplus employee in an establishment and subsequent assignment, displacement or layoff shall be in accordance with the conditions set out in this Article.
- xx.02 The Employer will make a reasonable effort to explore all possible alternatives prior to and during the position redundancy process.
- xx.03 (a) The Employer will advise the Union as far as possible in advance of any contemplated layoff **but no less than fifteen (15) calendar days before the notice of layoff is issued.** In such instances, the Union will be provided with a reasonable opportunity to make recommendations to the Employer regarding the feasibility of training. ~~The Employer will also consider any suggested alternatives to a layoff prior to implementing the proposed layoff including the possibility of implementing a voluntary exit option.~~
- (b) If a layoff is necessary, **at least four (4) twelve (12)-weeks' notice,** shall be provided to the employees **who are to be laid off** before the layoff is to be effective **or any greater entitlement that the Employment Standards Act, 2000 provides will apply.** ~~When giving notice of layoff the Employer will identify which position(s) and location, the affected employee can fill or bump into.~~
- (c) At the meeting where notice of layoff is announced, the employee shall be entitled to be accompanied by a Union Steward and the employee shall be provided with an estimate of all entitlement calculations and effective dates in writing. The notice period shall begin when an employee receives official written notice **of layoff from the Employer.** Copies of all such notices will be sent to the Union.
- (d) A permanent full-time employee **who is given notice of** subject to layoff must, decide within fifteen (15) **ten (10)** working days of being advised of layoff as to which option (as described in the notice of layoff) they wish to elect: **receiving notice of layoff, provide the Employer with their written election to either:**
- (i) **accept the layoff and retain recall rights; or**
 - (ii) **displace another employee as per the process outlined in Article xx.06 below.**
- xx.04 Any possible layoff shall be determined relative to the positions no longer required **in the effected Department** and shall be done in accordance with seniority.
- xx.05 Prior to laying off a permanent full-time employee, the Employer will **consider, based on operational requirements, laying** lay-off contract, probationary and part-time employees.

DISPLACEMENT

xx.06 Displacement occurs in the following order:

- (a) the employee ~~may choose to~~ **shall** be placed into a permanent position designated as a vacancy (at the same or lower ~~salary range~~ **classification/pay grade**) provided the employee has the ability, qualifications, competence, skill and experience to perform the work without any required training,
- (b) if there is no permanent vacant position into which the employee can be placed ~~or if the only permanent vacant position(s) are at a lower salary range~~, the employee may choose to **displace a permanent full-time employee with the least seniority** ~~be placed into a permanent position occupied by a permanent full-time employee holding a permanent position (at the same or lower salary range), with the least seniority~~, provided the employee has the ability, qualifications, competence, skill and experience to perform the work without any required training but subject to receiving job orientation.
- (c) failing (b), the employee may be added to a Recall List.

There shall only be one subsequent bump permitted after the initial layoff. For clarity, only two (2) bumps will be permitted.

xx.07 An employee placed into a position which has a maximum salary rate less than the salary rate the employee was earning upon the date of placement shall **be paid at the maximum salary rate**. ~~have that salary rate red-circled until such time as the negotiated maximum salary rate for the new position equals or surpasses the existing salary rate.~~

RECALL LIST

xx.08 An employee who was unable to be placed or bump into a position pursuant to Article xx.07~~6~~ may elect to be placed on the Recall List for a period of twelve (12) months **(the "Recall Period")** commencing the date of layoff. **Seniority shall not accrue during the Recall Period.**

xx.09 An employee who is given notice of layoff pursuant to Article xx.03 may, in writing, waive the right of being placed on the Recall List and receive a severance allowance of two weeks' pay for every year of service from date of hire by the OCRC to a maximum of 26 weeks' pay. Employees who elect to be paid severance pay shall be deemed to have terminated their employment and abandoned all recall rights under the Collective Agreement. The layoff notice under Article xx.03 and the severance allowance under this Article is inclusive and exhaustive of any entitlement to termination notice and/or severance pay, if applicable, under the *Employment Standards Act, 2000*. At any time during the twelve (12) month **Rrecall **Pperiod****, the employee may elect to receive his/her severance allowance under this Article in which case the employee will be deemed to have terminated their employment and abandoned all further recall rights under the

Collective Agreement. If the employee is not recalled to work during the **Rrecall **Pperiod****, upon the expiry of the **Rrecall **Pperiod****, the employee shall lose all seniority and shall be deemed to have been terminated. At that time, the employee shall be entitled to the separation allowance under this Article.

- xx.10 If an employee is placed in a position during the twelve (12) month Recall Period, the employee's seniority and any other benefits will be reinstated at that time.
- xx.11 Written notice of recall shall be sent by registered mail or another means whereby receipt of such notice is confirmed in writing.
- xx.12 It is understood and agreed that when it is necessary to assign an employee who has been given notice of layoff to a new or vacant position in accordance with this Article, the position need not be posted in accordance with Article 134 (Job Postings).
- xx.13 An employee who is laid off shall have their benefits **cease at** ~~continue for four (4) months from the end of the notice period under xx.03~~ ~~date the Employee is laid off.~~ The employee may elect to continue such benefits ~~after the four (4) month period~~ at their own expense for the duration of the twelve (12) month Recall Period **subject to the terms and conditions of the benefit plan.**
- xx.14 In the event the Employer has identified a need for layoffs, it will consider the feasibility of using attrition or offering a voluntary layoff or voluntary exit option as an alternative. The terms of any voluntary layoff or voluntary exit option will be negotiated with the Union.

Article X - MEAL ALLOWANCE

XX.01 The overall meal allowance shall be in accordance with the Management Board of Cabinet Travel, Meal and Hospitality Expense Directive, as amended from time to time. However, the rates will not be lower than the rates below:

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

ARTICLE X - KILOMETRIC RATES

XX.01 The mileage allowance shall be in accordance with the Management Board of Cabinet Travel, Meal, and Hospitality Directive as amended from time to time. However, the rates will not be lower than the rates that follow:

Kilometres	Southern Ontario	Northern Ontario
0 - 4,000 km	40 cents/km	41 cents/km
4,001 - 10,700 km	35 cents/km	36 cents/km
10,701 - 24,000 km	29 cents/km	30 cents/km
24,001 km & over	24 cents/km	25 cents/km

APPENDIX A

- Effective April 1, 2022, the salary range rates will adjust by a general wage increase of 1%. Such wage increase shall only be applicable to those bargaining unit members who are employed with the Employer on the date of ratification of this Collective Agreement.
- Effective April 1, 2023, the salary range rates will adjust by a general wage increase of 1%.
- Effective April 1, 2024, the salary range rates will adjust by a general wage increase of 1%.

On April 1 of each year, employees will be eligible for a **2.5%** salary increase. No increase will result in a salary rate over the range maximum rate for the position held. Employees who are new hires and employees who are on an unpaid leave of absence for more than 30 days, other than pregnancy and parental leave, shall have their salary adjustment pro-rated to reflect the employee's period of active service in the twelve month period prior to the salary adjustment. Employees hired on or after January 1 of the review year will not be eligible for the salary increase.

If an employee is seconded to a position having a higher salary rate than the employee's home position, the employee shall be eligible for the salary increase prescribed by this Article, applied to the salary in the seconded position. Upon the employee's return to his/her home position, the employee's salary shall be adjusted to reflect the salary increases to which the employee would have been entitled had he/she remained in their home position during the secondment period.

Notwithstanding the foregoing, the Employer reserves the right to implement such performance evaluation and/or assessment procedures as it deems appropriate. **The awarding of a salary increase pursuant to this provision shall not be deemed to be an acknowledgement by the Employer as to the quality or acceptability of an employee's job performance.**

OCRC – PAY GRADE & SALARY RANGE RATES

Rates effective **April 1, 2022** (36.25 hour work week)

Pay Grade	Salary Base	Salary Cap
1	\$ 33,150	\$ 51,408
2	\$ 36,924	\$ 58,548
3	\$ 41,412	\$ 67,320
4	\$ 49,113	\$ 60,027
5	\$ 53,611	\$ 65,525
6	\$ 59,395	\$ 72,593
7	\$ 67,565	\$ 82,579
8	\$ 78,397	\$ 95,819

Rates effective **April 1, 2023** (36.25 hour work week)

Pay Grade	Salary Base	Salary Cap
1	\$ 33,482	\$ 51,922
2	\$ 37,293	\$ 59,133
3	\$ 41,826	\$ 67,993
4	\$ 49,604	\$ 60,627
5	\$ 54,147	\$ 66,180
6	\$ 59,989	\$ 73,319
7	\$ 68,240	\$ 83,405
8	\$ 79,181	\$ 96,777

Rates effective **April 1, 2024** (36.25 hour work week)

Pay Grade	Salary Base	Salary Cap
1	\$ 33,816	\$ 52,441
2	\$ 37,666	\$ 59,725
3	\$ 42,244	\$ 68,673
4	\$ 50,100	\$ 61,234
5	\$ 54,689	\$ 66,842
6	\$ 60,588	\$ 74,053
7	\$ 68,923	\$ 84,239
8	\$ 79,973	\$ 97,745

Note: employees shall be placed within the above Salary Range at the discretion of the Employer within the applicable Pay Grade.

Letter of Understanding #2

During the first Collective Agreement, the parties did not negotiate provisions applicable to permanent part-time employees. The Employer agrees that if it intends to hire permanent part-time employees in the future, the parties shall meet to discuss any provisions in Collective Agreement that may be relevant to permanent part-time employees.

Signed at _____ this ____ day of _____ 2022.

For the Employer

For the Union

Letter of Understanding #1 3 – Workload Committee

The parties agree that the Joint Consultation Committee will meet to review to establish a Workload Committee to address workload concerns of bargaining unit members. ~~The committee shall meet within 30 days of ratification of the First Contract to develop Terms of Reference for the committee and a Workload Review Process.~~

Signed at _____ this ____ day of _____ 2022.

For the Employer

For the Union

During the round of negotiations the parties agreed that should *Bill 124 - Protecting a Sustainable Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints.

Signed at _____ this ____ day of _____ 2022.

For the Employer

For the Union

Letter of Understanding #5 – Exclusions

During bargaining, the Union raised issues with respect to the application of exclusions of certain positions from the bargaining unit. The parties have a desire to discuss these issues and commit to meeting within 60 days of ratification to review the issues raised by the Union in an effort to resolve any disputes that exist. These discussions are without prejudice to the Union's ability to file grievances about exclusions from the bargaining unit.

Signed at _____ this ____ day of _____ 2022.

For the Employer

For the Union

Letter of Understanding #6 – Benefit Plan

The parties agree that the Joint Consultation Committee will meet to review concerns of bargaining unit members regarding the current benefit plan.

Signed at _____ this ____ day of _____ 2022.

For the Employer

For the Union

For the Employer

DocuSigned by:

David Buck

487FAF272173412...

DocuSigned by:

Megan Glancey

43C0897C9A2E4BE...

DocuSigned by:

David Lobo

9B3021037DC24B2...

For the Union

DocuSigned by:

Ravie Samaroo

47E9D6F24AEF443...

DocuSigned by:

[Signature]

C5D2E8ACC8814A7...

DocuSigned by:

[Signature]

FD0B895C33F5474...