

COLLECTIVE AGREEMENT

BETWEEN

THE ALCOHOL AND GAMING COMMISSION OF ONTARIO

(The Employer)

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES' UNION on behalf of its LOCAL
565**

(The Union)

Term of Agreement

January 1, 2018 to December 31, 2021

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1 PURPOSE/PREAMBLE

- 1.01 The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.02 This 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 Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

The parties, therefore, agree as follows:

2 RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Alcohol and Gaming Commission of Ontario in the Province of Ontario, save and except Investigators assigned to the Legal Services Department, Supervisors and persons above the rank of Supervisor, members of the Human Resources Department, Administrative Assistants to the CEO, Chair of the Board, and Chief Administrative Officer and Student at Law.

3 NO DISCRIMINATION/HARASSMENT

- 3.01 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.
- 3.02 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 *Labour Relations Act, 2005*.
- 3.03 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, AGCO or his/her designee, or any person appointed by the CEO, AGCO specifically to deal with complaints or grievances under this provision. It is agreed that the designee 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 the AGCO's Workplace Discrimination and Harassment Policy, as amended or replaced (the "WDHP"), may be accompanied and represented by a Union representative in the course of any investigation under the WDHP.

4 MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, 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 to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) determine organization, staffing levels, work methods and procedures, the location of the workplace, the schedules of work, the kinds and locations of equipment, training and development and appraisal;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees. The employer will ensure that all employees shall receive copies and updated amendments of all rules, regulations and policies of the employer;
- (e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

4.02 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

5 NO STRIKE NO LOCKOUT

5.01 In view of the orderly procedures established by this Agreement and provisions of the *Ontario Labour Relations Act* ("OLRA"), the Union agrees that there will be no strike, as defined by the OLRA, during the term of this Collective Agreement, and the Employer agrees that there will not be any lockout, as defined by the OLRA, during the term of the Collective Agreement.

6 UNION ADMINISTRATION AND REPRESENTATION

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

- 6.02 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.
- 6.03 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.
- 6.04 Dues deductions shall become effective from an employee's first day of employment. The deduction shall be made from each pay in each calendar month and forwarded to the Accounting Department of the Ontario Public Service Employees Union at 100 Lesmill Road, North York, Ontario, within ten (10) days of the pay on which the deductions were made, along with a list of those employees from whom Union dues have been deducted including the amount of such deductions.
- 6.05 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.
- 6.06 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.
- 6.07 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. The Local Union Secretary will be provided with a copy of the OPSEU New Employee Information Request Form or such replacement form as the Union may identify which contains 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.
- 6.08 (a) The Employer acknowledges the right of the Union to appoint or select a negotiating committee of not more than five (5) employees covered by the Collective Agreement along with only Representatives of the Union for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 36, Duration.
- (b) The Employer will grant the members of the Union negotiating committee leave for a reasonable number of days for time spent in negotiations up to and including conciliation. For each member of the Union negotiating committee, the first five days of such leave shall be paid by the Employer and all remaining days of leave shall be unpaid. During such leave, the employees' credits and applicable benefits shall be maintained by the Employer.
- 6.09 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.

- 6.10 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 Agreement or in writing by the Employer.
- 6.11 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.
- 6.12 The Union shall be permitted to post notices pertaining to Union business on approved bulletin boards, referred to below. The Employer reserves the right to remove material posted on these bulletin boards, but agrees that it shall not exercise this right unreasonably.

The bulletin boards shall be provided in all common lunch/coffee rooms (or offices in field locations where lunch rooms do not exist) for the posting of the Employer approved union notices. The Employer shall provide a link to the OPSEU Local 565 website on its Intranet and shall allow employees reasonable access.

- 6.13 The Employer agrees to permit the use of meeting space in Head Office by the Union for the purpose of meetings with its membership provided such meetings are conducted after working hours or at lunch time and that written notice of such meetings is given to the Employer by the Union and that expenses involved are the responsibility of the Union. The Union agrees that it will comply with the Employer's meeting space booking procedures as it may be in effect from time to time.
- 6.14 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.

7 NO PYRAMIDING

- 7.01 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.

8 PAY ADMINISTRATION

- 8.01 When an employee moves from one position to another having a higher salary range maximum, the movement is a promotion. The new salary rate shall be the greater of 3.5% above current earnings or the new range minimum.
- 8.02 When an employee moves from one position to another having lower salary range maximum due to an employer-initiated transfer, the movement is a demotion and the salary action termed red circled. Anniversary increases shall not apply if the individual is paid above the range maximum. When the range maximum catches up to the individual's

salary rate, normal salary increases will apply. The anniversary date adjusts to the first day of the month following the date on which the demotion occurs.

- 8.03 (a) When an occupied position is reclassified to a higher level, the employee's salary rate adjusts to the greater of 3.5% above the employee's current earnings or the new range minimum.
- (b) When an occupied position is reclassified to a lower level, the employee's salary is red-circled. Salary increases shall not apply if the individual is paid above the range maximum for the lower level. When the range maximum catches up to the individual's salary rate, normal salary increases will apply.
- 8.04 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.
- 8.05 Employees will receive a shift premium of \$0.98 per hour for all authorized hours worked between 6:00 p.m. and 6:00 a.m.
- 8.06 An Employee shall have the right to request a copy of a job description from Human Resources. If an employee's job description changes, the employee and the Union shall be provided with a copy of the new job description once approved and implemented.

9 DISCIPLINE AND DISMISSAL

- 9.01 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 10 of this Agreement.
- 9.02 Management shall only investigate employees in matters relating to the performance of their duties, compliance with AGCO policies and/or procedures or status as an employee at the AGCO.

10 GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. For the purpose of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

- 10.02 (a) It is the mutual desire of the parties that complaints of employees be resolved as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor or member of management an opportunity of addressing the complaint.
- (b) If any complaint or difference is not satisfactorily settled by the supervisor or member of management within ten (10) days of the discussion, the employee has a further ten (10) days to file a grievance as set out in Step #1 below.

Step #1

Where an employee elects to file a grievance, the grievance shall be presented by the employee and the Steward to the immediate supervisor or member of management who was involved in the events giving rise to the grievance as the member deems applicable. The grievance shall be in writing on a grievance form approved by the Employer and the Union and shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated.

At the date of submitting the grievance, the Union request that a Step #1 meeting be held with the employee's immediate supervisor or member of management to whom the grievance is presented. Such meeting shall be held within ten (10) days of submission of the grievance at Step #1 unless extended by written agreement of the parties.

Failing settlement, the immediate supervisor or member of management shall deliver the decision in writing, with a copy to the Steward, within ten (10) days following the later of (i) the date on which the grievance is presented; and (ii) the date of the Step #1 meeting.

Step #2

Within five (5) days of receiving the decision at Step #1, the Union may submit the grievance in writing to the CEO or designate. A meeting will then be held between the CEO or designate, the Union Steward and the grievor if either party requests. Such meeting shall be held within twenty (20) days of submission of the grievance at Step #2 unless extended by written agreement of the parties. It is understood and agreed that a staff representative of the Union may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance as it may desire.

The decision of the CEO or his designate shall be delivered in writing within ten (10) days following the date of such meeting.

10.03 Union/Employer Grievance

It is agreed that a grievance arising directly between the Employer and the Union shall be submitted to the other party within twenty (20) days following the date on which the

circumstances giving rise to the grievance occurred or have come or ought reasonably to have come to the attention of the Union or the Employer as applicable and shall proceed directly to Step #2. In the event of a grievance by the Employer, such grievance shall be submitted to the Local Union President.

Following submissions of the grievance to the Union or Employer as applicable and the time limits set out with respect to Step #2 shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

- 10.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance within twenty (20) 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 #2 and the time limits set out with respect to that Step shall appropriately apply.
- 10.05 A claim of unjust discharge by an employee who has completed the probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within twenty (20) days after the date the discharge is effected and the grievance shall proceed directly to Arbitration at the request of either party. The Employer shall provide the Local Union President or designate and the OPSEU Staff Representative with a copy of the discharge letter within three (3) days of the discharge occurring.

Such grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
 - (b) reinstating the employee with or without compensation for time lost less any Employment Insurance received by the employee which the employee is not obligated to repay and any new employment compensation, or
 - (c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board.
- 10.06 An employee who is a complainant or a grievor and who makes application, through the Union, for a hearing shall be granted time off with no loss of pay and with no loss of credits, to attend meetings at Step One and Two of the grievance procedure, and, if required to be in attendance by the OLRB, or Board of Arbitration. This article shall also apply to pre-hearings, mediation/arbitration or mediation under auspices of arbitration or

OLRB. Such employee may be accompanied and represented by a Union representative at the time of the discussion of the complaint and at each step of the grievance and arbitration procedure.

- 10.07 Article 10.06 shall also apply to the Union Steward who is authorized to represent the grievor.
- 10.08 The Union shall advise the Director, Human Resources, AGCO of the names of the Union Stewards and members of the negotiating committee, which list shall be updated at least every six (6) months.

Step #3 Arbitration

- 10.9 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.
- 10.10 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 10.11 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in Section 10.02 above.
- 10.12 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator. Should the Employer and the Union fail to agree upon an arbitrator within ten (10) days, either party may request that the Minister of Labour for the Province of Ontario appoint an arbitrator.
- 10.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.14 The arbitrator shall have no jurisdiction to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.15 The arbitration proceedings will be expedited by the parties hereto and the decision of the Board of Arbitration will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.16 Each of the parties hereto will share equally the expenses, if any, of the arbitrator.

10.17 General

- (a) Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.
- (b) A party may request in writing an extension of the time limits contained in Article 10 and any agreement to extend the time limits contained in Article 10 must be in writing.
- (c) The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes.

10.18 The Employer may dismiss a probationary employee for any reason in its sole discretion and probationary employees shall not have any recourse to the grievance or arbitration procedure.

10.19 Disciplinary Record

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.

10.20 The Employer will make reasonable efforts to arrange for a union representative to be present at a meeting where discipline or discharge will be imposed on an employee and to advise the Local Union President or designee twenty-four (24) hours in advance that a meeting will take place. Such notice will disclose the location and time of said meeting but not the identity of the employee or circumstances involved. The union shall maintain confidentiality regarding said meeting except as may be required to arrange for the attendance of a union representative at the meeting.

The non-attendance of a union representative at such meeting where discipline or discharge is imposed shall not void the discipline or discharge.

10.21 Where an employee has filed a grievance and subsequently files a complaint under the AGCO's Workplace Discrimination and Harassment Policy, as amended or replaced (the "WDHP"), which relates to or arises from the same incidents or matters giving rise to the grievance, or where an employee files a WDHP complaint and subsequently files a grievance relating to or arising from the same incidents or matters giving rise to the WDHP complaint, the grievance shall be held in abeyance pending the outcome of the WDHP complaint.

11 JOINT CONSULTATION COMMITTEE

- 11.01 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.
- 11.02 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 Agreement and on other matters of mutual interest
- 11.03 The Committee shall meet every four (4) months, or more frequently, with the consent of the parties.
- 11.04 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 Agreement.

12 SENIORITY

- 12.01 (a) Unless otherwise specified in this Agreement, a full-time employee's seniority will accumulate upon completion of a probationary period of not less than 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. Where two or more employees have the same seniority, the employees' continuous service date with the LLBO, GCC, ORC or OPS will serve as a tie breaker.
- (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 his/her first day of employment with the Employer for all purposes under the Collective Agreement with the exception of vacation accrual (Article 30.01). For purposes of vacation accrual, the employee's service date shall be his/her first day of employment as a permanent staff. 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 successfully completed six months of service with the Employer as of the date he/she moves into the permanent position. If the contract employee has not successfully completed six months of service, the employee shall be required to complete a probationary period equivalent to six months less the employee's period of service with the Employer.

12.02 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 Agreement;
- (c) an employee has been laid off for a period in excess of their length of seniority up to a maximum of twelve (12) months;
- (d) 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 by registered mail, it shall be deemed to have been received on the second day following registration;
- (e) 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
- (f) an employee is absent from scheduled work for a period of ten (10) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

12.03 Seniority shall be deemed to have been lost if an employee acts in a managerial/excluded position(s) with AGCO for a period of greater than thirty (30) consecutive months unless otherwise agreed between the parties. For clarity, if such an employee returns to the bargaining unit after acting in a managerial/excluded position for more than thirty (30) consecutive months unless otherwise agreed between the parties, then their seniority will start from the date of return to the bargaining unit, without recognition of previous seniority.

12.04 An AGCO-wide seniority list, including the employees' names, seniority date, classification shall be maintained and provided to OPSEU Local 565 Secretary annually. The Employer agrees to post the seniority list on the Intranet annually.

12.05 Upon conversion from part-time to full-time status, the period of 1885, 1950 or 2080 hours, as applicable to the employee's classification level at the time of conversion, will be deemed to be equivalent to one (1) years service for purposes of establishing seniority under Article 12.01.

13 JOB POSTING

13.01 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 e-mail. 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.

- 13.02 Such vacancies shall be posted for a period of ten (10) working days and employees must make written application by the closing date.
- 13.03 All internal applications will be acknowledged and applicants from within the bargaining unit shall be given first consideration for the position. Where there are no successful applicants from within the bargaining unit, the Employer may then consider applications from persons outside the bargaining unit.
- 13.04 In considering any bargaining unit employees for a posted vacancy and in matters of the transfer, the following factors shall be considered:
- (a) skill, ability, qualifications and experience;
 - (b) seniority with the Employer;

When the matters in factor a) are relatively equal, then factor b) shall govern. 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 An applicant who is invited to attend an interview within the AGCO shall be granted time off with no loss of pay and with no loss of credits to attend the interview.
- 13.06 Where an employee has been selected as a successful applicant under this Section, and it is subsequently determined by the Employer that the employee cannot satisfactorily perform the job or, where the employee wishes to return to his/her former job during the first thirty (30) days from the date on which the employee was first assigned to the vacancy, the Employer will return him/her to the former job.
- 13.07 The Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous six (6) 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.
- 13.08 Where there is a permanent vacancy for a position where there are, at the time of the vacancy, multiple incumbents, at the time of posting the vacancy in accordance with Article 13.01, the Employer shall circulate a request for interest to all employees (including those on secondment) holding said position. Any permanent, full-time employees including seconded and contract employees who hold the same position in a different geographical location may submit a request for transfer to the Employer within ten (10) days following the request for interest.

If there are multiple employees who express an interest in transfer, the vacancy shall be offered to the most senior employee who submits a request for transfer.

An employee who accepts a transfer shall be required to comply with the requirements of the position to which he/she is being transferred.

- 13.09 If the vacancy cannot be filled on the foregoing basis, the Employer may fill the job in question in its discretion.
- 13.10 The Employer may assign any employee to any vacancy on a temporary basis including the period of time during which the posting has been completed.
- 13.11 Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and parental leave) 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.

- 13.12 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) 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 the acting position maximum rate.
- 13.13 Temporary assignments or secondments that are being filled by permanent AGCO 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. Once the twenty four (24) month maximum is reached or any agreed upon extension expires, the Employer will fill the position permanently in accordance with the following process:
- (a) The Employer shall first make the position available in accordance with Article 13.08;
 - (b) Failing (a), the Employer will confirm the incumbent in the position on a permanent basis unless the incumbent declines the job and chooses to return to their home position;
 - (c) Failing (b), the Employer will post the position in accordance with Article 13.01.

14 LAYOFF, DISPLACEMENT AND RECALL

LAYOFF

- 14.01 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.

- 14.02 The Employer will make a reasonable effort to explore all possible alternatives prior to and during the position redundancy process.
- 14.03 (a) The Employer will advise the Union as far as possible in advance of any contemplated layoff but no less than thirty (30) 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, twelve (12) weeks' notice, shall be provided to the employee before the layoff is to be effective. 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. Copies of all such notices will be sent to the Union.
- (d) A permanent full-time employee subject to layoff must decide within fifteen (15) working days of being advised of lay off as to which option (as described in the notice of layoff) they wish to elect.
- 14.04 Any possible layoff shall be determined relative to the positions no longer required at the particular location(s) affected and shall be done in accordance with seniority.
- 14.05 Prior to laying off a permanent full time employee, the Employer will consider, based on operational requirements, laying off contract, probationary and part-time employees.

DISPLACEMENT

- 14.06 Displacement occurs in the following order:
- (a) the employee may choose to be placed into a permanent position designated as a vacancy (at the same or lower salary range) 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 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. For clarity, if there is a permanent vacant

position at the same salary range as described in Article 14.07 (a) which is within 100 kilometres of the employee's current home site, the bumping option set out in Article 14.07 (b) shall not apply.

(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.

14.07 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 have that salary red-circled until such time as the negotiated maximum salary rate for the new position equals or surpasses the existing salary rate.

RECALL LIST

14.08 An employee who was unable to be placed or bump into a position pursuant to Article 14.07 may elect to be placed on the Recall List for a period of twelve (12) months commencing the date of lay off.

14.09 An employee who is given notice of lay off pursuant to Article 14.03 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 AGCO 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 14.03 and the severance pay 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 recall period, 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 recall period, upon the expiry of the recall period, 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.

14.10 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.

14.11 Written notice of recall shall be sent by registered mail or another means whereby receipt of such notice is confirmed in writing.

14.12 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 13 (Job Postings).

14.13 An employee who is laid off shall have their benefits cease at the end of the month in which the Employee is laid off. The employee may elect to continue such benefits at their own expense for the duration of the twelve (12) month recall period.

14.14 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.

15 HEALTH AND SAFETY AND VDT

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

15.02 The Employer agrees to establish and maintain at least one 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 rate to attend meeting of the Joint Health and Safety Committee. Each bargaining unit member of the committee shall receive on 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 Personal Protective Equipment Policy, as amended from time to time.

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.

16 MEAL ALLOWANCE

16.01 Meal allowance in overtime status will be \$6.00.

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

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

17 KILOMETRIC RATES

17.01 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

18 TIME CREDITS WHILE TRAVELLING

- 18.01 Where an employee is required to travel for work-related purposes, the employee shall schedule travel during their regularly scheduled shift unless otherwise approved by the employee's Supervisor. On days when an employee travels and works, they will be credited at straight time for the combined period of travel and work up to their regular scheduled hours of work.
- 18.02 When travel occurs on a paid holiday with permission from the Supervisor, an employee is credited in the same manner as for working on a paid holiday. Time shall be accumulated as lieu time and shall be taken in accordance with overtime lieu hours.
- 18.03 Overtime cannot be claimed for any travel time delays caused beyond the Employer's control during a business trip.

19 EFFECT OF ABSENCE

- 19.01 It is understood and agreed that during any 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.

20 LEAVE OF ABSENCE FOR UNION BUSINESS

- 20.01 (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 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.

21 VARIOUS LEAVES OF ABSENCE

- 21.01 The Employer may grant, in its sole discretion, a leave of absence without pay and without an accumulation of credits.
- 21.02 Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of not more than six (6) months, only with the approval of the CEO, AGCO.
- 21.03 An employee shall be entitled to such leaves of absence as are prescribed by the *Employment Standards Act, 2000* (the "ESA") including but not limited to Personal Emergency Leave, Family Caregiver Leave and Organ Donor Leave, in accordance with the applicable provisions of the ESA. Unless required by the ESA or this Agreement, any leave of absence taken by an employee pursuant to the provisions of the ESA shall be unpaid.
- 21.04 An employee who wishes to take leave under Article 21.03 shall advise the Employer as soon as possible before commencing such leave. If the employee must commence the leave before advising the Employer, the employee shall advise the employer of the leave as soon as possible after beginning the leave. If an employee takes any part of a day as leave under Article 21.03, the Employer may deem the employee to have taken one day's leave on that day for purposes of Article 21.05.
- 21.05 The Employer may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.
- 21.06 Employees will be granted three (3) Personal Days per year without loss of pay or credits. These Personal Days shall be prorated during the employee's first year of employment.

While employees may use Personal Days for any purpose they wish, such purposes shall be deemed to include accommodation of those employees who wish to celebrate days of religious or cultural significance which are not listed in Article 29. There will be no carry-over or payout of any unused Personal Days. All reasonable efforts will be made to accommodate requests for use of a personal day. If the day cannot be accommodated the Supervisor shall provide an explanation to the employee.

Any leave taken under this Article 21.08 shall count towards an employee's Personal Emergency Leave entitlement pursuant to the *Employment Standards Act, 2000*. Where an employee has exhausted his/her paid bereavement leave under Article 22 or his/her short-term income protection under Article 25, any further paid leave for bereavement or personal illness must be taken from the Employee's Personal Leave Days under this Article 21.07, his/her vacation days and/or lieu credits.

21.07 The Employer will make all reasonable efforts to grant requests for self funded leave of absence as contemplated by the Income Tax Act except where operational requirements or a violation of the Conflict of Interest Policy can be demonstrated.

A self-funded leave is a leave for six or twelve months funded by the employee through deferral of a minimum of 1% up to thirty-three and one-third (33 1/3) percent of pre-tax salary over a one to four year deferral period in accordance with the information found at the Canada Revenue Agency website.

If approved, the terms and conditions of the leave shall be mutually agreed to by the employee and the Employer and must be in accordance with the provisions of the Income Tax Act, the Ontario Pension Benefits Act, and any other applicable legislation.

21.08 Military Leave

A leave of absence for not more than 5 days with pay and not more than 5 days without pay may be granted in a year to attend Canadian Reserve Training

22 BEREAVEMENT LEAVE

22.01 In the event of a death in the immediate family, an employee will be granted up to three (3) consecutive days leave of absence commencing with either the date of death or concluding with the day after the funeral. Such leave shall be without loss of pay from average hourly earnings. A further leave of up to five (5) days, without pay, will also be granted where requested. Immediate family shall mean spouse, child, father, mother, brother and sister, mother-in-law, father-in-law, step-mother, step-father, step-son, step-daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian. Two (2) additional unpaid days shall be granted if travel is required in excess of a 400 kilometre radius of the city in which the employee resides.

22.02 In the event of a death of an aunt, uncle, niece, nephew, step-grandchild or step grandparent an employee shall be granted one day's leave without loss of average hourly earnings for the purpose of attending the funeral.

22.03 Where the term spouse is used in this Article, it shall include common-law spouse and same sex spouse, as defined by law.

22.04 The provision of this entitlement shall be done in a reasonable manner.

23 JURY DUTY

23.01 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding shall receive for each day absent from regularly scheduled working hours, 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 fee received and the dates of service. It is agreed that this provision does not apply to arbitration proceedings.

24 PREGNANCY AND PARENTAL LEAVE

24.01 Pregnancy Leave

Employees will be granted a pregnancy leave pursuant to and in accordance with the *Employment Standards Act, 2000*.

Employees with at least one (1) year of continuous active service with the Employer at the date the pregnancy leave commences and who are eligible to receive Employment Insurance Benefits (EI) are eligible for a weekly top-up payment during the pregnancy 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 16 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 parental leave pursuant to the *Employment Standards Act, 2000*, the top up benefit will be adjusted so that the total amount of top up received by the employee over the duration of the pregnancy and parental leave does not exceed the top up amount that the employee would receive had the employee elected the standard 35 week parental leave. The Employee must provide the Employer with proof of her entitlement to EI benefits and the amount of the weekly EI benefit payable to the employee at the regular rate.

Vacation credits and the employee's continuous service date continue during this leave.

Benefits continue unless a written request to the contrary is received.

Upon return 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.

24.02 Parental Leave

Employees will be granted a parental leave pursuant to and in accordance with the *Employment Standards Act, 2000*.

Employees with at least one (1) year of continuous active service with the Employer at the date the parental leave commences and who are eligible to receive Employment Insurance Benefits (EI) are eligible for a weekly top-up payment during the parental leave as described below. For a period of up to 17 weeks (including the one week EI waiting period if served by the employee), 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 parental leave pursuant to the *Employment Standards Act, 2000*, the top up benefit will be adjusted so that the total amount of top up received by the employee over the duration of the parental leave does not exceed the top up amount that the employee would receive had the employee elected the standard 35 week parental leave. The Employee must provide the Employer with

proof of his/her entitlement to EI benefits and the amount of the weekly EI benefit payable to the employee at the regular rate.

Vacation credits and the employee's continuous service date continue during this leave.

Benefits continue unless a written request to the contrary is received.

Upon return 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.

25 SHORT TERM INCOME PROTECTION

25.01 (a) Except as set out in paragraph (c) below, each January, 130 sick leave days will be granted. The first six (6) sick leave days will be payable at 100% of current salary, and then 124 sick leave days will be payable at 75% of current salary. An employee may use vacation credits at their discretion to top up the sick days payable at the 75% rate. No carry over provision for unused sick days at year end will occur. Eligibility for new permanent hires begins after the completion of 20 consecutive working days of employment. Consecutive days include the following:

- (i) Leave of absence with pay for reasons other than education, vacation, illness or injury
- (ii) Designated holidays

A leave of absence with or without pay due to illness or injury (days worked before and/or after such absences are not considered consecutive), a leave of absence without pay for reasons other than illness, vacation leaves of absences are not included in the qualifying period.

(b) After six (6) 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 manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate of absence of less than six (6) shifts missed.

(c) An employee whose illness or injury continues into the next calendar year will continue to use the remainder of the 130 day entitlement of the STIP from the preceding year. In such event, the employee shall not be entitled to have his/her 130 days of sick leave reinstated until the employee has returned to work for a minimum of 20 consecutive working days. For clarity, a "working day" shall not include any days where the employee is not actively at work. An employee whose illness or injury continues into the next calendar year and who chooses to use vacation leave or other paid leave to cover the absence is not entitled to have his/her sick leave reinstated until he/she returns to work for a minimum of 20 consecutive working days.

26 HOURS OF WORK

26.01 The normal work week for permanent full time employees shall consist of thirty-six and one-quarter (36.25) hours per week except for:

- (i) AGCO Inspectors, Senior AGCO Inspectors, Compliance Inspectors and Electronic Gaming Inspectors shall work thirty-seven and one-half (37.5) hours per week; and
- (ii) Racing Officials whose hours of work are set out in Appendix B.

Where shift work applies, each shift will consist of seven and one-half (7.5) hours of regular work for AGCO Inspectors, Senior AGCO Inspectors, Compliance Inspectors and Electronic Gaming Inspectors

Notwithstanding the language above, the Employer and the Union have and will continue to enter into schedules to provide for modified work arrangements including flex time, variable or compressed work weeks, averaging hours biweekly or excess hours. This will only occur with input from employees, where operational requirements are met, in the interests of AGCO objectives/mandate, and with the agreement between the parties.

Where an employee and/or employees in a work group wish to have the employer consider a modified work arrangement, the employee and/or employees may raise their suggestions in writing for the supervisor's consideration. For clarity, any modified arrangements require the consultation by the supervisor with Human Resources. Within thirty (30) days of the receipt of the written suggestion, a meeting will be held to establish a process for a review of the operational requirements, employee interests and any practical or contractual issues. The review shall be conducted as soon as is practicable having regard to the relevant circumstances. Following the meeting, the employer will provide a summary of the request, any agreed process, and/or the employer's response to the JCC in accordance with Article 11.

26.02 Staff will be 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 with their supervisor based on operational requirements. For clarity, agreement requires the consultation by the Supervisor with Human Resource. The provision of this entitlement shall be done in a reasonable manner.

26.03 Where a schedule of work is prepared, the Supervisor shall have final approval and such schedule will be posted not less than ten (10) working days prior to the commencement of the next schedule with no change in the schedule after it has been posted unless approved by management or in accordance with Article 26.06. All reasonable efforts will be made to approve changes to the schedule. If the schedule change cannot be accommodated the Supervisor shall provide an explanation to the employee.

- 26.04 (a) For AGCO Inspectors, Compliance Inspectors and Electronic Gaming Inspectors, the work schedule shall include nights and weekends as a regular working day, in accordance with Branch policy and assigned by management.
- (b) Unless mutually agreed on an alternative schedule, an AGCO Inspector will not be scheduled to work more than one Sunday per month.

26.05 For AGCO Inspectors, Compliance Inspectors and Electronic Gaming Inspectors, the work schedules will cover a minimum of a one month period.

26.06 Changes to a schedule of work may be made under the following circumstances:

- (a) Circumstances beyond the control of the employer.
- (b) If mutually agreed between employee and the Supervisor.
- (c) If the employee has been notified before 4 p.m., six (6) days prior to the change.

Where mutually agreed, changes will not result in any premium or penalty.

26.07 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.

27 OVERTIME

27.01 Authorized work performed in excess of the regularly scheduled hours per day, in any week shall be credited at time and one-half (1 ½) times the employee's regular hourly rate.

27.02 Where work is required on a paid holiday or other day that is not a regular working day, or on a scheduled day off, unless the work schedule is mutually amended, a minimum of four (4) hours will be credited at overtime rates. Where work is performed for more than four (4) hours after being so required to report for work, the employee shall be credited a minimum of one full days pay at the overtime rate.

27.03 All overtime hours are to accumulate as lieu time. The employee shall be entitled to use his/her lieu time hours with the approval of the employee's Supervisor. An employee may request payout of all or a portion of their lieu time hours on any pay period. The minimum request shall be for the hours equivalent to one full regular shift. Any requested payout of lieu time shall be at the rate in effect at the time the request is processed.

On March 31st of any year, the employee shall be paid out any accumulation of lieu time over forty (40) hours at the salary rate in effect at that time. At the employee's option, the remaining lieu time hours existing as of March 31st may either be carried over to the next fiscal year or paid out to the employee at the salary rate in effect at that time.

27.04 The parties to this Agreement 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. Employees must not refuse overtime unless there is good and sufficient reason for being unable to do so.

- 27.05 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 sections 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.
- 27.06 The assignment of overtime shall be done in a reasonable manner.

28 ON-CALL, CALL BACK AND STANDBY

- 28.01 Authorized On Call Time is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond to a call within twenty (20) minutes. If the employee is required to report to work, then stand-by provisions would apply for that work. Stand-by or On Call will be determined at the time of schedule posting based on operational requirements. No employee shall be required to be On Call unless such On Call duty was authorized by the Supervisor or delegate prior to the On Call period, except in circumstances beyond the Employer's control.
- 28.02 Where an employee is recalled to the workplace, they are expected to be able to return to the workplace within a reasonable time.
- 28.03 When an employee is required to be On Call, one dollar and forty cents (\$1.40) per hour will be paid for all hours required to be On Call.

Effective April 1, 2019, an employee who is required to be On Call shall be entitled to the greater of the On-Call pay prescribed by this Article or the on-call pay prescribed by the *Employment Standards Act, 2000*.

- 28.04 Employees shall not be on-call on their vacation days unless agreed upon by both the employee and their supervisor.
- 28.05 Call Back

Employees who leave their place of work and are subsequently called back to work prior to the starting time of their next scheduled shift or regular scheduled work day, shall be paid a minimum of four (4) hours pay at one and one-half (1 ½) times their basic hourly rate, except:

(a) Where the minimum call back hours to be paid overlap with the start of the regular shift, the regular overlap hours to be paid shall be subtracted from the minimum hours to be paid.

(b) Any extra time worked beyond the original call back time up to the start of the regular shift shall be paid based on the actual time worked at one and one-half (1 ½) times the employee's basic hourly rate.

(c) Call backs resulting within the original call back period shall be paid based on the extra time worked after the original call back hours have been exceeded up to the start of the regular shift at one and one-half (1 ½) times the employee's basic hourly rate.

28.06 Stand-by Time

Stand-by time means a period of time that is not a regular working period, on call period, call back period or overtime period, during which an employee is required to keep himself or herself immediately available to receive a call or return to work. In a return to work situation, the employee will make every reasonable effort to return to work within any specified time period.

28.07 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the Supervisor prior to the stand-by period, except in circumstances beyond the Employer's control. Employees may be required to be on stand-by duty as part of their regular duties, including weekends and holidays or on a day of rest or after their scheduled shift when no other employee is available to cover stand-by duty due to unforeseen circumstances.

28.08 Employees shall be paid at one quarter (1/4) of their basic hourly rate for all hours required to be on stand-by. A rate of one-half (1/2) of their basic hourly rate will be paid for all stand-by hours covered on a statutory holiday or normal day of rest.

29 HOLIDAYS

29.01 Employees shall be entitled to the following paid holidays each year:

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

29.02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked (up to a maximum of 8 hours) at the employee's basic hourly rate of pay.

29.03 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 excused by the Employer, or an employee was absent due to:

- (a) bereavement leave;
- (b) court duty leave;
- (c) regularly scheduled vacation;
- (d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer and further providing that the employee has or does work at least one shift in the week preceding or one shift in the week following the holiday and is not in receipt of payment for weekly indemnity or W.S.I.B. for the holiday in question;
- (e) leave of absence for Union business granted under Article 20.01.

NOTE: Any other leave of absence granted by the Employer pursuant to the provisions of this Agreement shall be deemed to be an absence excused by the Employer under this Section providing it does not exceed one week in duration.

- 29.04 An employee who has undertaken to work on any one of the above-mentioned holidays, shall be paid, at their regular rate of pay for all hours worked on the holiday. The employee will also receive credit to their lieu time bank at a rate of 0.5 times their regular rate for the hours worked on the holiday. This is in addition to any holiday pay to which entitled.
- 29.05 An employee who has undertaken to work on any of the above holidays and fails to work shall forfeit all pay for that day unless the absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.
- 29.06 Where any of the holidays occur during an employee's vacation period or an employee's regular day of rest, the Employer agrees to provide an additional day off with pay at a time scheduled by the employee and acceptable to the Employer.
- 29.07 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1, November 11, December 25, December 26, and January 1, respectively.

30 VACATIONS

- 30.01 All employees shall be entitled to vacations with pay based on length of full-time continuous service or continuous service date with the LLBO or OPS as applicable, 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 three (3) weeks with pay;

- (b) employees who have completed eight (8) or more years of service shall be entitled to a vacation of four (4) weeks with pay;
- (c) employees who have completed fifteen (15) or more years of service shall be entitled to a vacation of five (5) weeks with pay;
- (d) employees who have completed twenty six (26) or more years of service shall be entitled to a vacation of six (6) weeks 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 worked in that year. For greater clarity, in these circumstances, the employee will receive vacation credits for the year in which they start or cease employment for each month that they are actively working for at least one 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.

- 30.02 At twenty (20) years of service, employees will be provided with a one time only entitlement of five (5) days vacation.
- 30.03 At twenty five (25) years of service, employees will be provided with a one time only entitlement of five (5) days vacation.
- 30.04 Employees may only carry over one years' vacation entitlement from one vacation year to the next.
- 30.05 Every reasonable effort shall be made to schedule vacations in advance. Where vacation schedules are set in advance, 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 in advance scheduling only on a one time basis in the life of the agreement.

31 INSURED BENEFIT PLANS

- 31.01 The Employer agrees, during the term of the 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.
- 31.02 It is understood that the Employer may at any time substitute another carrier for any Plan 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.
- 31.03 The Employer agrees to post the applicable Benefit Plan booklet on the Employer's Intranet.

32 WAGES AND CLASSIFICATION

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

32.02 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 the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

33 PROVISIONS RELATING TO PART-TIME EMPLOYEES

33.01 A part-time employee is an employee who is regularly scheduled to work an amount less than the hours of work specified in Article 26.01, Hours of Work. Part time schedules will not normally provide for more than twenty four (24) hours per week. Where the Employer requires a part time employee to work regularly in excess of twenty four (24) hours but less than the hours specified in 26.01, Hours of Work, the parties shall meet to determine the hours of work for the employee and the applicability of the articles under 33.04.

33.02 A part-time employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 33.03 and 33.04 in the same proportion that the part-time assignment bears to a permanent full-time assignment.

33.03 Part-time employees will receive:

- (a) four percent (4%) in lieu of statutory holiday pay;
- (b) 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
- (c) at the date of hire, Part-time employees are required to join the OPSEU Pension Trust based on the eligibility requirements of the Plan. Part-time employees shall be entitled to 10 Personal Emergency Leave Days per year in accordance with the *Employment Standards Act, 2000*. The first two Personal Emergency Leave days shall be with pay. All remaining Personal Emergency Leave days shall be unpaid.

33.04 A Part-time employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 33.03 with the exception of the following:

Article 8	Pay Administration (except 8.07, 8.08, and 8.09)
Article 12	Seniority
Article 14.07	Displacement
Article 14.09	Recall List Election
Article 19	Effect of Absence
Article 21.08	Personal Days
Article 25	Short Term Income Protection
Article 26	Hours of Work

Article 29	Holidays
Article 30	Vacations
Article 31	Insured Benefit Plans
Article 34	Provisions Relating to Contract Employees
Article 35	Provisions Relating to Student Employees

34 PROVISIONS RELATING TO CONTRACT EMPLOYEES

34.01 A contract employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 34.02, 34.03 and 34.04 in the same proportion that the contract assignment bears to a permanent full-time assignment.

34.02 It is agreed that contract employees may be terminated at the sole discretion of the Employer with the provision of ten (10) working days notice or pay in lieu thereof. The termination of a 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 contract employee.

34.03 Contract employees will receive:.

- (a) four percent (4%) in lieu of statutory holiday pay;
- (b) 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
- (c) 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. Contract employees shall be entitled to 10 Personal Emergency Leave Days per years in accordance with the *Employment Standards Act, 2000*. The first two Personal Emergency Leave days shall be with pay. All remaining Personal Emergency Leave Days shall be unpaid.

34.04 A contract employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Article 34.02, 34.03 and 34.04 with the exception of the following:

Article 8	Pay Administration
Article 12	Seniority
Article 14	Layoff, Displacement and Recall
Article 19	Effect of Absence
Article 21.08	Personal Days
Article 21.09	Self-Funded Leave
Article 25	Short Term Income Protection
Article 29	Holidays
Article 30	Vacations
Article 31	Insured Benefit Plans
Article 33	Provisions Relating to Part-Time Employees
Article 35	Provisions Relating to Student Employees

34.05 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.

Where the same work has been performed by a contract employee for a period of at least thirty (30) consecutive months and:

- (i) at the end of the thirty (30) month period, the Employer has determined that there is a continuing need for the work to be performed on an ongoing full time basis, and
- (ii) the position does not have a home incumbent,

The Employer will:

- (i) make the permanent vacancy available to the transfer list in accordance with Article 13.08; or
- (ii) if the permanent position is not filled in accordance with Article 13.08, then the Employer will post the position as a permanent vacancy in accordance with Article 13.01, **13.02 and 13.03.**

35 PROVISIONS RELATING TO STUDENT EMPLOYEES

35.01 A student employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Articles 35.02, 35.03, 35.04 and 35.05, in the same proportion that the student assignment bears to a permanent full-time assignment.

35.02 It is agreed that students may be terminated at the sole discretion of the Employer 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.

35.03 Students will receive four percent (4%) in lieu of statutory holiday pay plus four percent (4%) in lieu of vacation pay, plus four percent (4%) in lieu of benefits effective January 1, 2005.

35.04 A student employee will be entitled to terms and conditions as set out in this Collective Agreement, subject to Articles 35.02, 35.03 and 35.04 with the exception of the following:

- Article 8 Pay Administration
- Article 12 Seniority
- Article 14 Layoff, Displacement and Recall
- Article 19 Effect of Absence
- Article 21.08 Personal Days
- Article 21.09 Self Funded Leave
- Article 25 Short Term Income Protection
- Article 29 Holidays
- Article 30 Vacations
- Article 31 Insured Benefit Plans
- Article 32 and Appendix A - Wages and Classifications

Article 33	Provisions Relating to Part-Time Employees
Article 34	Provisions Relating to Contract Employees
Appendix B	OPSEU Pension Plan

35.05 Notwithstanding Article 35.01 and Appendix A, students (with the exception of Co-op students) will be paid at the following hourly rates:

Effective January 1, 2018:

New students will receive: \$14.00/hour

Returning students will receive: \$16.00/hour

Effective January 1, 2019:

New students will receive \$15.00/hour

Returning students will receive \$17.00/hour for any year subsequent to the initial year.

35.06 (a) The parties agree that for purposes of Article 2.01 (Recognition), the bargaining unit shall include Coop students as defined below.

“Coop student” means a student who:

- i. is engaged in a course of study at a recognized Canadian university or college of applied arts and/or technology;
- ii. as part of his/her studies, is participating in a formal coop placement program; and
- iii. is required to spend all or part of an academic term which includes a summer term engaged in a work placement.

For greater clarity, a Coop student does not include:

- i. a high school, university or college student who is not participating in a formal Coop program and who is employed by the Employer during all or part of the traditional summer break from May to August; and
 - ii. a student enrolled in the law faculty of an accredited Canadian University and who is employed in the Employer’s Legal Department in a similar capacity to an Articling Student.
- (b) The provisions of Articles 35.01 – 35.04 of the Collective Agreement shall apply to Coop students.
 - (c) Notwithstanding Article 35.01 and Appendix A, the wage rate applicable to a particular Coop student shall be \$23.00 per hour unless agreed otherwise between the parties.
 - (d) The Employer agrees that the hiring of Coop students shall not result in the layoff or displacement of any permanent or contract bargaining unit employees, nor shall the hiring of Coop students result in any substantial changes to the current job duties and responsibilities of such bargaining unit employees.

36 DURATION

36.01 This Agreement shall continue in effect until the 31st day of December 2021 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 the Agreement.

36.02 If notice of amendment or termination is given by either party in accordance with 36.01 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.

37 APPENDICES

SIGNED at Toronto this _____ day of _____, 2018

For the Employer

For the Union

APPENDIX A

- Effective January 1, 2018, the salary range rates will adjust by a general wage increase of 2%. \$200 lump sum payment (less deductions by law) to all bargaining unit employees employed as of the date of ratification
- Effective January 1, 2019, the salary range rates will adjust by a general wage increase of 2%.
- Effective January 1, 2020, the salary range rates will adjust by a general wage increase of 2%.
- Effective January 1, 2021, the salary range rates will adjust by a general wage increase of 1.5%.

On April 1 of each year, employees will be eligible for a 3.5% 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.

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.

AGCO - CLASSIFICATION LEVEL & SALARY RANGE RATES
Rates effective **January 1, 2018** (36.25 hour work week)

CLASSIFICATION	MINIMUM	MAXIMUM
1	\$42,436	\$47,152
2	\$44,971	\$49,967
3	\$48,251	\$53,615
4	\$52,417	\$58,241
5	\$55,880	\$62,091
6	\$56,964	\$67,014
7	\$61,398	\$72,235
8	\$66,931	\$78,745
9	\$72,929	\$91,163
10	\$85,387	\$106,731
11	\$95,869	\$119,845

AGCO - CLASSIFICATION LEVEL & SALARY RANGE RATES

Rates effective **January 1, 2019** (36.25 hour work week)

CLASSIFICATION	MINIMUM	MAXIMUM
1	\$43,285	\$48,095
2	\$45,870	\$50,966
3	\$49,216	\$54,688
4	\$53,465	\$59,406
5	\$56,997	\$63,333
6	\$58,103	\$68,354
7	\$62,626	\$73,680
8	\$68,270	\$80,320
9	\$74,388	\$92,986
10	\$87,095	\$108,865
11	\$97,786	\$122,242

AGCO - CLASSIFICATION LEVEL & SALARY RANGE RATES
Rates effective **January 1, 2020** (36.25 hour work week)

CLASSIFICATION	MINIMUM	MAXIMUM
1	\$44,150	\$49,056
2	\$46,788	\$51,985
3	\$50,200	\$55,781
4	\$54,534	\$60,594
5	\$58,137	\$64,600
6	\$59,265	\$69,721
7	\$63,878	\$75,154
8	\$69,635	\$81,926
9	\$75,875	\$94,845
10	\$88,837	\$111,043
11	\$99,741	\$124,687

AGCO - CLASSIFICATION LEVEL & SALARY RANGE RATES

Rates effective **January 1, 2021** (36.25 hour work week)

CLASSIFICATION	MINIMUM	MAXIMUM
1	\$44,813	\$49,792
2	\$47,489	\$52,765
3	\$50,953	\$56,618
4	\$55,352	\$61,503
5	\$59,009	\$65,569
6	\$60,154	\$70,767
7	\$64,837	\$76,281
8	\$70,680	\$83,155
9	\$77,013	\$96,268
10	\$90,169	\$112,708
11	\$101,238	\$126,557

APPENDIX “B” – “Hours of Work Senior Associate Judges, Stewards and Race Officials”

- 1.1 For the purpose of this Article, the term “Official” shall include Associate and Senior Judges and Stewards, Racing Officials and Veterinarian.
- 1.2 A full-time Official will not be required to work more than 230 days in any one calendar year, less any vacation to which the employee is entitled under the terms of this agreement.
- 1.3 For purposes of this Article, a “Race Day” shall mean the full race card plus
 - a) In the case of an Associate and Senior Judges 2.5 hours immediately prior to the post time for the first race;
 - b) In the case of Associate and Senior Stewards 3.5 immediately prior to the post time for the first race;
 - c) In the case of Veterinarian the commencement of morning rounds until the end of racing or such long period as his duties may require in the interest of animal welfare.
- 1.4 (i) For full-time Officials, Days worked shall be calculated as follows:
 - (a) One (1) days worked – one Race Day;
 - (b) One-half (0.5) days worked – for each period of 4 hours or less when attending at or conducting a Commission hearing, training days, committee meetings, conferences;
 - (c) One-half (0.5) days worked – for qualifying races that do not occur immediately prior to the commencement or completion of the race card as defined herein;
 - (d) Two (2) days worked – for a Race Day that falls on a statutory holiday.(ii) For part-time Officials, days shall be calculated in accordance with Article 1.4 (i)(a)(b)(c). The hourly and daily (per diem) rates of part-time Officials include holiday pay. No additional amounts are paid for work on public holidays.
- 1.5 Express permission is required to perform work outside of specifically assigned work days. Credit for work days or part days thereof shall be granted where express permission has been granted.
- 1.6 In exceptional circumstances where decision writing or related research would take unusually long, having regard to the nature of the case, an additional half-day or day(s) will be credited provided the employee has received prior written approval from the Employer.
- 1.7 An employee shall not be considered to be working overtime merely because they are carrying a pager, computer, cell phone or blackberry.
- 1.8 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement or as required by law.

- 1.9 It is the responsibility of each Official to accurately record all work days or part work days on the required time sheet.
- 1.10 In respect of Officials, the parties shall agree to average overtime over four (4) weeks and the Employer shall take steps to obtain the required permit.
- 1.11 A full time Official shall be granted one (1) lieu day for each one (1) day worked in excess of the number of days permitted in accordance with Article 1.2. Lieu days shall be granted in the year following the year in which the lieu days were accumulated.
- 1.12 Officials who travel each way to or from Ottawa or Sudbury in excess of 350 kms shall count as a half-day.
- 1.13 If an Official reports to work and the work cannot be performed for reasons beyond the Official's control (for example, because a race has been cancelled), this will count as one (1) day.

LETTER OF UNDERSTANDING #1

The parties agree that the following terms and conditions of employment shall apply to all eligible employees:

Home Office Allowance	If the AGCO requires that an employee, when their home base is not a Regional Office designation, provide office space in their residence, the reimbursement rate will be \$110/month
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Signed at Toronto this ____ day of _____, 2018

For the Employer

For the Union

LETTER OF UNDERSTANDING #2

Effective thirty (30) days following the date of ratification of this Agreement by both parties, the Electronic Gaming Inspector position shall be reclassified from Level 7 to Level 8. Upon reclassification, the Electronic Gaming Inspectors shall continue to receive their current salary subject only to the salary increases referred to in Appendix A. For clarity, the provisions of Article 8.03 shall not apply to the Electronic Gaming Inspectors upon reclassification.

Signed at Toronto this ____ day of _____, 2018

For the Employer

For the Union

