

## MEMORANDUM OF SETTLEMENT

between

**ALCOHOL AND GAMING COMMISSION OF ONTARIO**  
(hereinafter referred to as “The Employer”)

and

**ONTARIO PUBLIC SERVICE EMPLOYEES’ UNION, ON BEHALF OF ITS LOCAL  
565**  
(hereinafter referred to as “The Union”)

Whereas the parties hereto were subject to a Collective Agreement for the period of January 1, 2018 to December 31, 2021, forming the basis of a renewal contract agreement for the period from January 1, 2022 to December 31, 2024.

NOW THEREFORE the parties hereto agree as follows:

1. The parties hereto agree to the terms of this Memorandum of Settlement and the attached Appendix “A” as constituting full settlement of all matters in dispute, save and except with respect to grievances if any that are currently outstanding.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals.
3. This agreement is subject to ratification by the membership of OPSEU Local 565 and the approval by the Board of Directors of the Alcohol and Gaming Commission of Ontario and the Lieutenant Governor in Council.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2022 – December 31, 2024.
5. The parties herein agree that the terms of the Collective Agreement shall include all terms of the previous Collective Agreement, which expired on December 31, 2021, and the amendments and updated Appendices and Letters of Understanding, which are incorporated in the attached Appendix “A”.
6. Unless otherwise specified, terms set out in the foregoing shall become effective as of the date that both of the following approvals are obtained: (i) the date of approval by the Board of Directors of the Alcohol and Gaming Commission of Ontario with the approval of the Lieutenant Governor in Council; and (ii) and the ~~date of~~ ratification by the membership of OPSEU Local 565. **Wage increases shall be retroactive to January 1, 2022.**
7. Both parties agree to equally share the costs of printing the coil bound Collective Agreement.

8. Except as provided herein, no terms of the renewal of the Collective Agreement shall be retroactive. For clarity any retroactive pay adjustments shall be paid within sixty (60) days following receipt by the Employer of Order in Council approval of new Collective Bargaining Agreement.
9. A draft revised Collective Agreement incorporating the terms of this Memorandum will be produced by the Union.

Dated at Toronto, Ontario this \_\_\_\_\_ day of March, 2022

For the Union:

For the Employer:

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## APPENDIX “A”

- **Update entire document to gender neutral**

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.

**On June 1 of each calendar year the Employer shall provide the Local Union Secretary a list of all contract employees including their contract start date and end date.**

**NEW**

### **6.15 Accommodation**

**The Employer and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the Ontario Human Rights Code and the AGCO Accommodation policy. Employees seeking accommodation are entitled to have Union Representation at any Accommodation meetings and the parties shall negotiate the appropriate accommodation plan.**

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.

**Effective January 1, 2023, Shift Premiums will increase from \$0.98 per hour to \$1.23 for all hours worked between 5:00 p.m. and 7:00 a.m.**

**Effective January 1, 2024, Shift Premiums will further increase to \$1.43 per hour for all hours worked between 5:00 p.m. and 7:00 a.m**

**NEW**

### **9.03**

**Should a complaint be filed against any employee and the Employer decides to investigate, the employee shall be made aware of such complaint in writing within seventy-two (72) hours of the decision to investigate, except for such cases where notification may affect the collection of information. The Union Local**

**President will be advised (the names and details of the complaint will not be shared with the Local President). The nature of the complaint and all applicable details shall be provided to the employee.**

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~~ **and nature** 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.

12.04 An AGCO-wide seniority list, including the employees' names, seniority date, and classification shall be maintained and provided to OPSEU Local 565 Secretary **annually on June 1 of each calendar year**. The Employer agrees to post the seniority list on the Intranet **annually on June 1 of each calendar year**. **Any errors to the seniority list shall be presented to the Employer by the employee within thirty (30) days of the list being posted and shall be corrected within thirty (30) days of the error being brought to the Employer's attention.**

**NEW**

**13.04 (re-number current 13.04 and remainder of article):**

**An employee who has completed the probationary period may apply for any internal vacancy.**

**Newly hired bargaining unit employees may not apply for any internal vacancy ~~further vacancies~~ for a period of six (6) months from the start date in their position.**

**Contract employees may apply to internal vacancies after at least 6 months of employment.**

**13.11** The Employer, in its discretion, may fill the following:

a) Vacancies which will not or are not expected to exceed ninety (90) calendar days,

**b) Vacancies for job levels below 6, where there is a lack of interest from internal candidates and agreement of the Local Union President**

c) 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)~~ **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 the acting position maximum rate.

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~~ **with minimal** 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 with minimal training 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.

16.01 Meal allowance in overtime status will be \$6.00. An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work with-out notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall be reimbursed for the cost of one (1) meal up to a maximum of twelve dollars and fifty cents (\$12.50) except where free meals are provided, where the employee is being compensated for meals on some other basis or where the meal is consumed at home.

**NEW 20.02:**

Either the Union Local President or their designee shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:

- (a) only the Local President or their designee shall be granted such leave;
- (b) the leave shall be for a single period of not more than four (4) hours every two (2) weeks, or upon mutual agreement and in advance of such leave taking effect, combined in a four (4) or six (6) week period depending on shift length. Unused leave shall not be cumulative.

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 for the celebration of life. 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. Paid or unpaid leave shall be taken within a reasonable period of time from the day of the family member's death. 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.

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, and
- (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 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 employee's Supervisor 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.

**NEW**

**(d):**

**Sick Leave may be used for the following purposes:**

**(i) an employee's personal illness or mental health prevents the employee from performing the duties and responsibilities of the employee's position;**

**(ii) the day of an employee's immediate family medical emergency (defined as an acute injury or illness that poses an immediate risk to a person's life or long-term health, sometimes referred to as a situation risking "life or limb") – up to a 3 full days per year. The medical emergency must be supported by relevant documentation.**

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~~ **Inspector's** 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 ~~Inspectors. 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 **which shall include the Flexible Work Arrangement Program (FWA)**, 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.

26.04 (a) For ~~Inspectors 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 Inspector n-AGCO Inspector~~ will not be scheduled to work more than one Sunday per month.



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

28.03 When an employee is required to be On-Call, one dollar and ~~forty cents (\$1.40)~~ **ninety-five cents (\$1.95)** 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*.

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
<b>National Day for Truth and Reconciliation</b>	

30.04 Employees may only carry over one years' vacation entitlement from one vacation year to the next. **For the calendar year 2022 only, employees are entitled to an additional one time carry over of five (5) extra days.**

36.01 This Agreement shall continue in effect until the 31<sup>st</sup> day of December **2024 2024** 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.

**Appendix "A" - Wages**

- Effective January 1, 2022, the salary range rates will adjust by a general wage increase of 1% (retro)
- Effective January 1, 2023, the salary range rates will adjust by a general wage increase of 1%.
- Effective January 1, 2024, the salary range rates will adjust by a general wage increase of 1%.

**Benefits:**

The Health and Wellness Fund entitlements in each year of the contract shall be as follows:

Jan.1, 2022 - \$250  
Jan.1, 2023 - \$275  
Jan. 1, 2024 - \$300

Amend LETTER OF UNDERSTANDING #1 as follows:

<p><b>Home Office Allowance</b></p>	<p>This LOU applies in the circumstances when the office is not provided or designated by the AGCO. In that case the employee will have to provide office space in their residence, and the reimbursement rate will be up to \$110/month. For clarity, this LOU does not apply to the employees working under the Hybrid Work Model where the office is provided or designated by the AGCO.</p>
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## LETTER OF UNDERSTANDING #2 - Delete

~~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.~~

## **NEW LOU #2: Inspector Safety Committee**

**The Employer agrees to establish an Inspector Safety Committee (ISC). The Union and the Employer agree that discussion of matters relating to Inspector safety are desirable to promote a safe work environment for Inspectors. The purpose of the Inspector Safety Committee is to strengthen the AGCO's safety programs grounded in Health & Safety legislation and present recommendations to improve /and enhance a safe work environment for all Inspectors.**

**A Terms of Reference will be developed by the ISC to determine committee composition and frequency of meetings.**

## **NEW LOU #3 re: Workload**

**Concerns related to any workload issues may be initiated by the employee. The issue may be put into writing by the employee and sent to the Union and HR. Upon receipt, HR will coordinate a meeting with the employee, their supervisor (or management as deemed appropriate), Human Resources and a Union Representative to discuss the concern and seek a resolution. HR and the Union will act as mediators in the process. Through the mediated discussion the parties will make all efforts to resolve the issue. Upon resolution, an action plan will be established, implemented and monitored with regular check-ins with employee, supervisor, HR and a Union representative to ensure implementation is successful. During this process the employee will continue to carry out their activities until a resolution is reached.**

## **NEW Wage Re-Opener LOU:**

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 one (1) percent restraint measures prior to the expiry of the Collective Agreement; the parties shall meet within sixty (60) days of the court decision, repeal or legislative amendment to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

**This letter does not form part of the Collective Agreement.**

#### **NEW – Letter of Agreement**

The Employer is agreeable to review the Inspector Position and its job description. Five (5) Inspectors elected or appointed by the Union shall meet with management to review the Job Description and current duties. The job will be re-evaluated by a neutral third party (Korn Ferry) which will provide any required documentation they require to the working group to be filled out. Korn Ferry will review the new job description and evaluate the position to determine whether the position is appropriately classified or should move to a higher salary level.

**This review shall be initiated within thirty (30) days of the Union's ratification of the Collective Agreement.**

**This will be a separate LOA, not to form part of the agreement or MOS.**

**Note: \*Separate file will be setup for signature of the LOA re: Inspector Position\***