

AGREED UPON CHANGES TO COLLECTIVE AGREEMENT
 BETWEEN
 ALCOHOL & GAMING COMMISSION OF ONTARIO
 AND THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 AND ITS LOCAL # 565

Art#	New Article
3.01	There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap disability , as defined in section 10 (1) of the <i>Ontario Human Rights Code</i> (OHRC).
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.
3.05	<p>The Employer shall provide bulletin boards in all common lunch / coffee rooms (or offices in field locations where lunch rooms do not exist) and on the AGCO intranet for the posting of union notices.</p> <p>The Employer agrees to permit the Union to post notices pertaining to Union business on approved bulletin boards and the AGCO intranet provided such notices receive the Employer's approval before being posted. Such approval shall not be unreasonably withheld.</p>
4.01 (b)	Hire, retire "at age 65" , assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discharge employees subject to the right of employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights.
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 President Secretary . The Local Union President Secretary will be provided with a copy of the notice along with the name, home address, home phone number, and work phone number of the newly hired employee. The Employer further agrees that a listing including the name, home address, home phone number of bargaining unit employees will be provided to the Union when requested.
6.08 (a)	The Employer acknowledges the right of the Union to appoint or select a negotiating committee of not more than three (3) 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 42, Duration.

Art#	New Article
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, Treasurer, Secretary and other officers of the Local and shall elect or appoint not more than seven (7) nine (9) 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 in accordance with the provisions of this Agreement and other purposes specifically permitted in this Agreement or in writing by the Employer.
8.04	The anniversary date when the merit increase shall be in effect for a new hire when they are entitled to receive a merit increase , is established as the first day of the month following the date of appointment to a position. If a change in the original appointment occurs due to a promotion or reclassification of the position, the anniversary date will change to reflect the date of change due to promotion or reclassification.
8.06	Merit pay will be at the sole discretion of Management and will be based on the completion of a performance assessment by an employee's supervisor. The performance assessment shall examine the employee's performance. Each performance assessment shall be completed in a timely manner and no later than the end of the month of the merit review date. Employees will be eligible on their anniversary date for merit pay based on the performance rating assigned. For a rating of "expected level" a 3.5% increase will apply, for "needs improvement or learner" a 1% increase will apply, for "unsatisfactory" 0%, of existing salary but no merit increase will result in a salary rate over the range maximum rate for the position held.
8.07	Each employee shall be entitled to reasonable access to his / her Human Resources file in order to examine his/her performance appraisals and disciplinary notices. Where an employee requests in writing, 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.
8.09	Permanent full time employees shall have the right to receive a copy of their job description from their supervisor once per year at the request of the employee. If their job description changes, the employee and the Union shall be provided with a copy of the new job description once approved and implement.
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.

Art#	New Article
10.02 (a)	It is the mutual desire of the parties that complaints of employees be adjusted 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 twenty (20) 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 an opportunity of adjusting the complaint.
10.05 (a)	After the date the discharge is effected. 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.
10.05 (b)	An employee discharged or disciplined will be entitled to see a Union Steward or delegate prior to leaving the premises if the circumstances permit. The non-attendance of a Union Steward at a meeting shall not void the discharge or discipline.
10.05 (c)	The Employer will make reasonable efforts to arrange for representation by a Union Steward or other person delegated by the Union to be present at a meeting where an employee will be discharged. If such arrangement cannot be made an employee discharged will be entitled to see a Union Steward or delegate prior to leaving the premises if the circumstances permit. The non-attendance of a Union Steward at a meeting shall not void the discharge.
10.08	Article 10.06 and 10.07 shall also apply to the Union Steward who is authorized to represent the grievor.
10.13	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, the Minister of Labour for the Province of Ontario shall appoint one. either party may request that the Minister of Labour for the Province of Ontario appoint an arbitrator.
10.21	Disciplinary Record (a) No discipline against an employee shall be used in a subsequent disciplinary proceeding if such prior incident is more than three (3) years old as long as there is no other discipline on the employee's file during that three (3) year period.

Art#	New Article
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.
13.04	The Employer shall consider applicants for whom a successful move to the vacancy would result in a promotion or transfer to higher or equal level. In cases of promotion or 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 in the opinion of the Employer, then factor b) shall govern.
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, provided that the time off does not unduly interfere with operating requirements.
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, the Employer will attempt, during the first thirty (30) days from the date on which the employee was first assigned to the vacancy, to return him to the 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	Permanent, full time employees wanting to transfer to the same position in a different geographical location may submit a request for transfer to the Employer who will maintain a transfer list. When a vacancy occurs and an employee on the transfer list has requested the location to be posted, the vacancy shall be offered to the most senior employee on the transfer list requesting the open position. If the most senior employee declines, the position will be offered to the employee with the next most seniority until the transfer list has been exhausted. Should the transfer list become exhausted, the position shall be posted in accordance with Article 13.01.
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.

Art#	New Article
14.01	<p>Where a layoff may occur for a period in excess of ninety (90) calendar days by reason of shortage of work or funds or the abolition of a position or other material change in organization, 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. Layoff may occur by reason of shortage of work or funds or the abolition of a position or other material change in the 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.</p>
14.08	<p>An employee placed in 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 rate maintained "above-range" for the duration of the Collective Agreement or until such time as the negotiated maximum salary rate for the new position equals or surpasses the existing salary rate.</p>
18	<i>Deleted</i>
23.01	<p>The Employer will grant leave of absence, without pay, to employees selected or appointed by the Union to attend Union conventions, seminars, and monthly Union meetings to conduct Union business, upon the written request of the Union at least 1 (one) week in advance. 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. The total cumulative leave of absence granted to all employees in the bargaining unit hereunder shall not exceed twenty (20) forty-five (45) days during each contract year. No individual employee will be permitted to take more than fifteen (15) days leave under this Article.</p>
24.07	<p>Notwithstanding Articles 24.01 and 24.02, an employee shall be entitled to take a maximum of eight (8) weeks absence without pay for family medical leave to provide care and support to a family member who has a serious medical condition with a significant risk of death occurring within a period of 26 weeks as prescribed by Section 49.1 of the <i>Employment Standards Act, 2000</i>. Eligibility for and the terms of such leave shall be governed by Section 49.1 of the <i>Employment Standards Act, 2000</i> as amended.</p>
24.08	<p>Notwithstanding the preceding articles employees will be granted two (2) Personal Days per year without loss of pay or credits. These Personal Days shall be available upon the date of ratification. These Personal Days shall be prorated during the employee's first year of employment.</p> <p>While employees may use Personal Days for any purpose they wish, such purposes shall be deemed to include accommodation</p>

Art#	New Article
	of those employees who wish to celebrate days of religious or cultural significance which are not listed in Article 32. There will be no carry over or payout of any unused personal days.
25.02	In the event of a death of an aunt, uncle, niece or nephew, an employee who has completed his probationary period shall be granted one day's leave without loss of average hourly earnings for the purpose of attending the funeral.
30.04	At the option of the employee all lieu time hours over forty (40) hours, that are banked by September 30th of any year , may be paid out at the salary rate in effect on September 30th July 31st of any year and by November 30th of any year, may be paid out at the salary rate in effect at that time. Any accumulation of lieu time remaining on March 31 st of any year will be paid out at the salary rate in effect on March 31 st if the time was not taken off for operational reasons.
34.03	The Employer agrees to post the applicable benefit plan booklet on the Employer's Intranet.
35	<i>Deleted</i>
36	<i>Deleted</i>
38.04	<i>Part time employees no longer excluded from bereavement leave</i>
39.04	<i>Contract employees no longer excluded from bereavement leave</i>
40.01	A student employee will be entitled to terms and conditions as set out in this collective agreement, subject to Articles 40.02, 40.03, 40.04 and 40.05 , in the same proportion that the student assignment bears to a permanent full time assignment.
40.04	<i>Student employees no longer excluded from bereavement leave</i>
40.05	Notwithstanding Article 37.01 and Appendix A, students will be paid at the following rates: \$12.00 per hour – initial year \$15.00 per hour – any year subsequent to the initial year
42.01	This Agreement shall continue in effect until the 31st day of December 2006 31st day of December 2010 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.
Wages & Signing Bonus	Effective January 1, 2007, salary range rates will adjust by a general wage increase of 2.5% with payment retroactive to January 1, 2007 for all those employed at the AGCO upon the date of ratification. The salary range rates will adjust by a general wage increase on January 1, 2008 by 3.0%. The salary range rates will adjust by a general wage increase on January 1, 2009 by 3.0%. The salary range rates will adjust by a general wage increase on January 1, 2010 by 3.0%. All retroactive pay shall be paid within 30 days from the date of

Art#	New Article															
	<p>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.</p> <p>A one time lump sum payment of \$500 (less deductions required by law) will be provided to all permanent staff, prorated for contract and part-time based on hours worked from January 1, 2006 to December 31, 2006, and for staff not employed on January 1, 2006, from the date after ratification for the prior 12 month period (to the nearest pay period).</p>															
<p>Letter of Understanding # 2, Meal Allowance & Kilometric Rates</p>	<p>Meal allowance in overtime status will be \$6.00.</p> <p>The overall meal allowance and mileage allowance shall be in accordance with the Management Board of Cabinet Travel, Meal, and Hospitality Expenses Directive. However, the rates will not be lower than the rates that follow:</p> <p>Breakfast: \$8.75 Lunch: \$11.25 Dinner: \$20.00</p> <table border="1" data-bbox="431 968 1393 1150"> <thead> <tr> <th data-bbox="431 968 756 1003">Kilometres</th> <th data-bbox="756 968 1073 1003">Southern Ontario</th> <th data-bbox="1073 968 1393 1003">Northern Ontario</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1003 756 1039">0 – 4000 km</td> <td data-bbox="756 1003 1073 1039">40 cents / km</td> <td data-bbox="1073 1003 1393 1039">41 cents / km</td> </tr> <tr> <td data-bbox="431 1039 756 1075">4001 – 10700</td> <td data-bbox="756 1039 1073 1075">35 cents / km</td> <td data-bbox="1073 1039 1393 1075">36 cents / km</td> </tr> <tr> <td data-bbox="431 1075 756 1110">10701 – 24000</td> <td data-bbox="756 1075 1073 1110">29 cents / km</td> <td data-bbox="1073 1075 1393 1110">30 cents / km</td> </tr> <tr> <td data-bbox="431 1110 756 1150">24001+</td> <td data-bbox="756 1110 1073 1150">24 cents / km</td> <td data-bbox="1073 1110 1393 1150">25 cents / km</td> </tr> </tbody> </table>	Kilometres	Southern Ontario	Northern Ontario	0 – 4000 km	40 cents / km	41 cents / km	4001 – 10700	35 cents / km	36 cents / km	10701 – 24000	29 cents / km	30 cents / km	24001+	24 cents / km	25 cents / km
Kilometres	Southern Ontario	Northern Ontario														
0 – 4000 km	40 cents / km	41 cents / km														
4001 – 10700	35 cents / km	36 cents / km														
10701 – 24000	29 cents / km	30 cents / km														
24001+	24 cents / km	25 cents / km														
<p>Letter of Understanding # 4</p>	<p>The Employer and Union shall meet at the Joint Consultation Committee within one hundred and twenty (120) days from the date of ratification of this agreement to discuss matters including training, workplace stress, concerns with work assignments, concerns about employment inequity, hours of work and potentially modified hours of work, and workplace violence with a view to having candid discussions on these topics. Discussions shall include specific examples and what changes in practice might be adopted and how best to communicate any changes that are adopted to employees. The JCC may create sub-committees to deal with these issues.</p>															
<p>Paramedical Services</p>	<p>Effective June 1, 2007: The following paramedical services are covered when provided out of hospital. Referral by a physician or surgeon is required for all services, excluding treatment by a licensed naturopath.</p> <ol style="list-style-type: none"> 1. treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor (max \$500 per calendar year); 2. treatment of nutritional disorders by a registered dietician(max \$500 per calendar year); 3. treatment by a qualified massage therapist (max \$500 per 															

Art#	New Article
	<p>calendar year);</p> <ol style="list-style-type: none"> 4. treatment by a licensed naturopath (max \$500 per calendar year) (max \$500 per calendar year); 5. treatment by a licensed osteopath, including diagnostic X-rays (max \$500 per calendar year); 6. treatment of movement disorders by a licensed physiotherapist (max \$500 per calendar year); 7. treatment of foot disorders, including diagnostic X-rays, by a licensed podiatrist or chiropodist (max \$500 per calendar year); 8. treatment by a registered psychologist or qualified social worker (max combined \$1,000 per calendar year); 9. treatment of speech impairments by a qualified speech therapist (max \$500 per calendar year)
Communication (Hearing) Aids	<p>Effective June 1, 2007: The following communication aids are covered:</p> <ol style="list-style-type: none"> 1. Hearing aids, including batteries, tubing and ear molds provided at the time the hearing aid is purchased. The maximum amount payable is \$500.00 \$600.00 every 5 years.
Vision Care	<p>Effective June 1, 2007: The following services and supplies are covered when required to correct vision:</p> <ol style="list-style-type: none"> 1. Glasses and contact lenses provided by a licensed ophthalmologist, optometrist, or optician. 2. Laser eye surgery performed by a licensed ophthalmologist. 3. One eye exam conducted by a licensed practitioner per calendar year. <p>The maximum amount payable is \$200 \$270 every year for a dependent child and \$200 \$270 every 2 years for any other person.</p>