

**COLLECTIVE AGREEMENT**

**BETWEEN**



**The Ontario Lottery and Gaming Corporation  
c.o.b. OLG Slots at Rideau Carleton Raceway**

**AND**



**Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada**

**The Public Service Alliance of Canada (PSAC)**

**Expiry Date: January 1, 2014**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and peaceful labour relations for the mutual interest, efficiency of services, and well being of the Employer, the Employees and the Union.
- 1.02 The Employer and the Union recognize that gaming is a unique part of the hospitality industry requiring the highest level of service and value to its customers.
- 1.03 The Employer and the Union recognize that the operation of the Slots is regulated by the Alcohol and Gaming Commission of Ontario (hereinafter referred to as the "A.G.C.O."), and maintaining the integrity and security of the industry is of paramount importance.
- 1.04 This Agreement sets forth the entire Agreement on pay, hours of work and other terms and conditions of employment.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the operation by the Employer and direction of the working forces are fixed exclusively in the Employer and that all rights heretofore exercised by the Employer or inherent in the Employer not expressly contracted away by a specific provision of this Agreement are retained solely by the Employer. For greater certainty, and without restricting the generality of the foregoing, the Union acknowledges that except as expressly provided in this Collective Agreement it is the exclusive function of the Employer to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, transfer, assign duties, direct, promote, demote, classify, layoff, recall and to suspend, discharge or otherwise discipline employees for just cause in accordance with this Agreement subject to the right of any employee to lodge a grievance in the manner to the extent as herein provided;
  - (c) discipline or discharge probationary employees provided that this is not solely for bad faith and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure except as expressly provided for and as limited by this Agreement and in accordance with reinstatement provisions under the

Employment Standards Act, Occupational Health & Safety Act or the Ontario Human Rights Code;

- (d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the manner and level of supervision, the methods and techniques of work, the schedules of work, to make studies of and to institute changes in job content and the scope of services, job assignments and job classifications, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement;
- (e) make, enforce, and alter from time to time reasonable policies, rules and regulations to be observed by the employees.

### **ARTICLE 3 - GAMING REGULATION AND LICENSES**

- 3.01 The Employer and the Union recognize that the operations of the Employer and the employment of its employees are governed by the provisions of the *Gaming Control Act of Ontario*. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of this Act and any other Acts specifically regulating direct gaming. This Agreement is also subject to the authority and directives of the *Alcohol and Gaming Commission of Ontario* (AGCO) and will be interpreted as necessary to ensure compliance.
- 3.02 Upon presentation of a receipt, the Employer will reimburse the Gaming License fee paid by the employee on his or her first pay cheque. If the employee's employment ends prior to ninety (90) calendar days the fees paid will be owed to the Employer and will be withheld from any wages owing. The Employer will pay any required Gaming License fee for an active employee when he or she performs their regular licence renewal.
- 3.03 Employees required to attend a gaming license registration renewal outside of regular work hours will receive a maximum of one and a half (1.5) hours of pay at their regular hourly rate. Employees who are

required by the AGCO to attend a gaming license renewal interview will receive a maximum of three (3) hours of pay at their regular rate. These hours will not be included in overtime calculation. OLG will not reimburse for mileage or travel costs associated with AGCO gaming license renewal. It is the responsibility of the employee to notify the Department Supervisor when scheduled by AGCO for the interview.

- 3.04 PSAC must remain a Registered Supplier under the Gaming Control Act and agrees to inform the Employer of any loss or suspension of the Registration for it or any of the Individual Registrants dealing with the Employer prior to conducting any further representation.

#### **ARTICLE 4 - COPIES OF THE AGREEMENT**

- 4.01 The Collective Agreement will be finalized within twelve (12) weeks following ratification. Thereafter, sufficient copies of the agreement will be printed and distributed and an electronic copy will be provided to the Union.
- 4.02 The parties shall equally share the cost of printing sufficient copies of this agreement.

#### **ARTICLE 5 - RECOGNITION**

- 5.01 The Employer recognizes the Public Service Alliance of Canada (PSAC) as the sole and exclusive bargaining agent of all employees of Ontario Lottery and Gaming Corporation c.o.b. as OLG Slots at Rideau Carleton Raceway in the City of Ottawa, save and except supervisors/duals and persons above the rank of supervisors/duals, security and surveillance staff, hosts, and office, clerical and scheduling personnel.
- 5.02 (a) For the purposes of clarity, Dual Rate Supervisors are excluded from the bargaining unit and yet may be assigned to perform regular duties in a uniform when not acting in the capacity of a Dual Rate Supervisor.
- (b) The number of permanent Dual Rate Supervisor positions will not exceed twelve (12) percent of the total bargaining unit workforce. Duals will select vacation with Supervisors and will not form part of the vacation scheduling. Duals will be on a separate schedule/day off schedule from employees in the bargaining unit. Duals working in a bargaining unit capacity will appear on the bargaining unit schedule.

- (c) Where a Dual Rate Supervisor leaves the Dual Rate Supervisory position it is understood that time spent as a Dual Rate Supervisor will be treated as service in the base position for the purposes of placement on the seniority list.

5.03 Supervisors and those above the rank of supervisor (excluding duals under 5.02 above) who are not in the bargaining unit will not perform the core functions of the work normally performed by the bargaining unit employees except:

- During emergency situations
- For the purposes of instruction or training
- Recognizing the importance of customer service, to meet customer needs and address patron requests
- To prevent interruptions to the business

The exceptions above will not be used to deprive any employee of scheduled work time.

#### **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

6.01 The Union will not cause nor condone its members to cause, threaten, nor will any member take part in any strike, sit down, stay in, picket, work slowdown, or any curtailment of work, or interference in the operations of the Employer, either full or partial. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the employer's operations at any of the employer's facilities or premises.

6.02 The Employer shall not call or authorize any illegal lockout and no officer, official, or agent of the employer shall counsel, procure, support, or encourage a lockout, or threaten a lockout during the term of this Agreement.

6.03 Strikes and lock-outs are as defined and provided in the *Ontario Labour Relations Act*.

#### **ARTICLE 7 - DUES CHECK OFF/ UNION SECURITY**

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. The Employer agrees that it will remit the total amount of such deductions to the Comptroller of the

Union not later than the fifteenth (15th) day of each month following the month that deductions were made.

The remittance shall be accompanied by a list of names in electronic format of those employees for whom deductions have been made. Every four months the Employer will also provide a list of all employees within the bargaining unit indicating position, employment status and layoff or leaves of absence in excess of thirty (30) days in duration.

- 7.02 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer. The Union will provide at least four (4) weeks of notice prior to any change in dues becoming effective.
- 7.03 The Union and the employees agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee, group of employees, or the Union, arising out of the operation of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 7.04 The Employer will indicate on employees T4 slips a statement of the annual Union dues that have been deducted.
- 7.05 The Union and the employees consent to the collection, use, retention and disclosure of such employment related information as is necessary for the administration and management of the employment relationship (including pension, benefits) and this Collective Agreement under the *Personal Information Protection and Electronic Documents Act*.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards and Local Executive Officers. Union Stewards and Local Executive Officers that have completed their probationary period shall be bargaining unit employees of OLG Slots at Rideau Carleton Raceway. The Union may assign responsibilities to the Union Stewards and Local Executive Officers and will inform the Employer of any specific roles (eg: benefits, safety, WSIB, etc.).
  - (a) The Union will inform the Employer, in writing, of the names of the Union Stewards and Local Executive Officers and of any changes in Union Stewards and Local Executive Officers following the



selection process. The Employer will only recognize such Union Stewards and Local Executive Officers upon receipt of notification from the Union. One of these Local Executive Officers will be the President.

- (b) The Union acknowledges that the Union Stewards and Local Executive Officers have regular duties to perform on behalf of the Employer. Union Stewards and Local Executive Officers may not leave their post and/or regular duties without notifying and receiving permission from their immediate Supervisor. It is understood that consent to leave post and/or regular duties will only be sought where necessary to attend meetings, disciplinary meetings or other meetings set by and with the Employer relating to the bargaining unit. In these defined circumstances, permission will not be unreasonably denied. Upon return to regular duties, the Union Steward or Local Executive Officer is required to report back to the immediate Supervisor. An employee shall not suffer any loss of pay when permitted to leave his or her work by a Supervisor, under this Article.
  - (c) The Employer agrees to recognize one (1) Steward per department on each shift. The Union will identify said Stewards in the notice contained in (a) above.
  - (d) Upon receipt of notice from the Union and subject to ensuring coverage, the Employer will provide a cumulative total of fourteen (14) hours of release time from regular duties each week which may be used by the Union Stewards and/or Local Executive Officers as appropriate. The Employer will maintain the Union Steward's or Local Executive Officer's rate of pay, benefits, vacation, holiday pay and pension and they will continue to accrue seniority as if working in their classification and status.
  - (e) When an employee wishes to discuss an issue with a Union Steward, Local Executive Officer or PSAC Representative that is registered with AGCO, he or she will call and/or conduct such discussions while on break or while away from the workplace, unless there is an immediate threat to health and safety.
- 8.02 Local Executive Officers will be authorized to deal with Union business including, but not limited to grievances and health and safety issues. It is understood that the Local Executive Officers will be utilized at the first step of the grievance procedure and a Union Steward may also be utilized when a Local Officer is not available.

- 8.03 PSAC Representatives registered with the AGCO may provide assistance to employees subject to any limitation imposed by the registration but will not interfere with the Employer's operation. PSAC Representatives will not visit with employees in the bargaining unit during working hours without previous arrangements being made with the Human Resources Manager or designate nor will they attend in non-public areas of the Employer's facility without accompaniment being arranged with the Human Resources Manager or designate. The Regional Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until re-registered.
- 8.04 It is understood that periodically the Union holds elections within the Union structure. The Local Union will notify the Employer of upcoming elections. The Union may request and, if it is available, the Employer will provide a room on site for the vote.

#### **ARTICLE 9 - UNION BULLETIN BOARD**

- 9.01 The Employer will provide the use of and key to an enclosed bulletin board in a location easily accessible for employees for the Union to post the following notices:
- (a) Notices of Union elections and election results
  - (b) Notices of Union meetings and events
  - (c) Notices of Union recreational and social events
  - (d) Names of Stewards and Executive
  - (e) PSAC Newsletters

Notices shall be endorsed/signed by the Chief Steward or designate and must be provided to the Human Resources Manager or designate prior to posting.

The bulletin board is provided for the purposes identified above and shall not be used for advertising or partisan politics. It shall not be used to demean or make derogatory comments about employees, the Employer or management of the Employer.

No other postings will be put up in the workplace.

9.02 The Employer shall provide the Local with a lockable filing cabinet in a designated space to be determined between the parties thirty (30) days after ratification.

#### **ARTICLE 10 - NEW EMPLOYEE ORIENTATION**

10.01 Within ninety (90) days of a new OLG employee starting work within the bargaining unit, the Employer will arrange for one (1) hour to be provided to the Local Union for the purpose of introducing the new employee to the Union. It is understood that the Employer may be present during this orientation.

#### **ARTICLE 11 - LABOUR/MANAGEMENT COMMITTEE**

- 11.01 (a) The Union and the Employer acknowledge that mutual benefits can be derived from joint consultation and, to that end, the parties agree to establish an active labour-management committee. The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation and understanding between the Employer and the Union. Terms of Reference shall be established by the Committee.
- (b) The Committee shall consist of a maximum of five (5) representatives from each party. A Union Representative and an Employer Representative shall be designated as co-chairperson for each meeting.
- (c) A designated representative of the PSAC who is registered with the AGCO shall be permitted to attend Joint Labour-Management Committee meetings at the request of the Local Union.
- (d) The Committee will meet up to once every three (3) months, or more often as may be agreed by the parties, and an agenda of items to be discussed will be exchanged at least seven (7) days in advance.
- (e) The Employer and the Union will alternate at taking minutes of the meetings. Committee minutes shall be signed off by the Employer and the Union within fourteen (14) calendar days of each meeting and immediately thereafter shall be sent to the site General Manager and posted for the membership to see.

- (f) Employees serving on the Labour-Management Committee shall be paid at their regular hourly rate for meeting time to a maximum of three (3) hours.
- (g) The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations, nor is the committee empowered to alter or amend any of the terms or this Collective Agreement.

## **ARTICLE 12 - NO DISCRIMINATION/NO HARASSMENT**

12.01 The Employer, the Union, and employees agree that there will be no harassment in accordance with the *Ontario Human Rights Code* or *Occupational Health and Safety Act* (Ontario), and no workplace violence in accordance with the *Occupational Health and Safety Act* (Ontario).

12.02 The Employer, the Union, and the employees agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences for which a pardon has been granted, marital status, family status or disability, nor by reason of Union membership or activity. It is agreed that the prohibited grounds of discrimination shall be as defined by the *Ontario Human Rights Code*.

12.03 Should the prohibited grounds of discrimination or harassment be expanded under the Ontario Human Rights Code, the Employer will amend its policies and ensure employees have notice.

12.04 Complaints of workplace harassment, discrimination or violence will be processed as grievances in accordance with the Collective Agreement. No Employee will be required to present a workplace harassment, discrimination or violence grievance at Step 1 or Step 2 to a Supervisor or Manager whom is the subject of their complaint. Such grievances may be raised instead with Human Resources at the applicable Step.

## **ARTICLE 13 - CORRECTIVE COUNSELLING AND DISCIPLINE**

13.01 The Employer recognizes the principle of corrective progressive discipline. However, the type of conduct may warrant administering discipline at a more advanced step in the process.

- 13.02 Coach and counsels and other daily supervisory corrections, which may also result in notes being maintained and placed in an employee's file for a period of six (6) months from the date of issue, are not disciplinary and may not be grieved.
- 13.03 A progressive disciplinary procedure will be followed as outlined below:  
Stage 1 - Written Counsel  
Stage 2 -Written Counsel  
Stage 3 - Final/Written Counsel  
Stage 4 -Termination of Employment
- 13.04 Similar or like violations are considered together when determining the next disciplinary stage in the progressive discipline procedure except where the severity of the incident warrants an advanced disciplinary response, or where the past record of the individual, regardless of the nature of the conduct, warrants an advanced disciplinary response. Violations that are not similar shall be dealt with on an individual basis as defined in 13.03.
- 13.05 The Employer will provide advance notice to the Union of any meeting with an employee where the Employer is investigating an issue that may result in discipline for that employee. The Local Officer will not inform the employee prior to the Employer unless authorized by the Employer to do so. It is understood that the Union will not impede the Employer's ability to ascertain the facts.
- 13.06 When an employee is called to a meeting by the Employer where discipline or discharge will be imposed, the employee shall have a Local Officer and/or a designated representative of the PSAC registered with the AGCO present. In the event of discipline, the interview will not proceed until a Local Officer and/or a designated representative of the PSAC registered with the AGCO is present and this provision is mandatory. A copy of any recorded discipline will be provided to the employee.
- 13.07 Where discipline or discharge is sent to an absent employee by letter rather than in person, the PSAC will be provided with a copy of the letter.
- 13.08 Where an employee maintains a record free from discipline for a period of twelve (12) months, all records of discipline (save and except for serious misconduct) will not be relied upon in future discipline. Upon request by an employee, this stale-dated discipline will be removed from the employee's file after forty-eight (48) months (save and except for serious misconduct).

- (a) Serious misconduct includes but is not limited to:
  - (i) A breach of the Ontario Human Rights Code,
  - (ii) Health and safety infractions threatening health,
  - (iii) Violence, swearing or threats of violence directed at a customer, co-worker or supervisor or other insubordination.

13.09 It is agreed that discipline should be issued in a timely manner. In most circumstances discipline is to be given within the first five (5) shifts the employee works following the date of the incident or the date the Employer became aware of the incident, unless the incident is being investigated by a law enforcement or regulatory agency. Where there is a basis for the request to extend time limits and where the request is made in writing (including via electronic mail) in advance of the expiry of the time limits, consent to a brief extension will not be unreasonably withheld.

13.10 Where a dismissal is for theft, attempted theft, embezzlement or any other fraudulent actions (whether involving the Employer, coworkers or customers or outside of the workplace), the Employer must establish that the employee committed the offence and will do so on the basis of clear and cogent evidence. If it is established to an Arbitrator's satisfaction that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.

13.11 In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence listed above, in light of the specific circumstances of the case and such penalty shall also not be subject to an Arbitrator's discretion. The imposition of such a penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

13.12 In the case of an investigative suspension, the Employer will have the right to suspend the employee, with pay. Such a suspension is not disciplinary. The Local Union Officer will be notified of all investigative suspensions at the time of issuance. Notwithstanding the foregoing, if such suspension is the result of action involving a regulatory or law enforcement agency which results in an investigation of more than seven (7) days, such longer period shall be without pay.

13.13 In circumstances where a dismissal discipline (or other discipline as may be agreed upon) is being grieved, the Employer will permit the affected employee to review at a Step 2 or 3 meeting, any audio or video recording which the Employer intends to rely upon as evidence. This will be subject to any AGCO approvals or requirements as to the procedure to be followed for such a review. A Local Officer and/or a designated representative of the PSAC registered with the AGCO present will be able to review the surveillance report and meet with the employee using the report as a reference. The report will be returned following the meeting.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

14.01 Any dispute involving an alleged violation of this Collective Agreement may be made the subject of a grievance.

Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the Union. It is recognized that all bargaining unit employees including probationary employees have a right to access the grievance procedure including arbitration.

14.02 There are three (3) types of grievances under this Collective Agreement:

- (a) An *Individual Grievance* which is an unresolved complaint of an individual employee wherein he or she believes that the Collective Agreement has been improperly interpreted, applied, or administered to his or her detriment.
- (b) A *Group Grievance* which is an unresolved complaint of a group of employees wherein they believe that the Collective Agreement has been improperly interpreted, applied, or administered to their collective detriment.
- (c) A *Policy Grievance* which is an unresolved issue arising between the Union and the Employer around the interpretation, application or administration of the Collective Agreement but does not include matters which could be pursued either as an Individual or Group Grievance. A Policy Grievance shall be initiated at Step 2 of the grievance procedure and where the Employer is filing a grievance it shall be addressed to a designated representative of the PSAC who is registered with the AGCO.

14.03 For the purposes of this Article, a grievor is an employee, a group of employees, or in the case of a policy grievance, the PSAC.

14.04 There are three (3) procedural steps under this Collective Agreement for the resolution of grievances:

**Step 1 - Informal Procedure**

A grievance will first be raised verbally with the Supervisor to provide an opportunity for him/her to address any concern or complaint prior to moving to the formal procedure. This meeting and notification of a grievance must be within seven (7) days of when the employee became, or ought reasonably to have become, aware of the circumstances giving rise to the grievance. The grievor must be present to provide information supporting the grievance and may be accompanied by a steward or other Local Union Representative. The Supervisor shall give the grievor his/her decision within seven (7) days.

**Step 2 - Commencement of Formal Procedure**

Failing resolution of the grievance informally at Step 1 above, the grievance may be transmitted in writing within seven (7) days of the date of the response in Step 1 and in any event no later than twenty one (21) days of when the employee became, or ought reasonably to have become, aware of the circumstances giving rise to the grievance. The Department Manager or designate shall hold a meeting within the next seven (7) days and will deliver his/her decision in writing to the grievor and the employee's Representative within fourteen (14) days of the meeting.

**Step 3**

If the decision of the Department Manager or designate is not satisfactory to the employee and Local Union Officer, the grievance may be transmitted to the General Manager or designate, within seven (7) days after the Local Union Officer and the grievor have received the decision. A meeting will be held with General Manager or designate, within fourteen (14) days after receipt of the transmittal. The General Manager, or designate, shall respond with a decision to the applicable grievor and his/her Union Representative within fourteen (14) days of the meeting.

Nothing in these Steps prevents Supervisors, Managers, or the General Manager from involving Human Resources, or other resources, to respond to or otherwise review grievance issues.

14.05 In calculating time limits, calendar days will be used, with the exclusion of Saturdays, Sundays and Holidays identified as per Article 30 (Designated Holidays).



- 14.06 The Formal Grievance shall be in writing and shall include:
- (a) The date of the alleged breach of the Agreement, if possible;
  - (b) Article(s) of the Agreement alleged to have been breached and the events on which the grievance is based; and
  - (c) What specific remedy is being sought.

The formal grievance submission at Step 2 will contain a signature of each grievor seeking a remedy and the signature of the Steward/Local Union Representative.

- 14.07 Stage 3 (Final/Written Counsel) and Stage 4 (Termination of Employment) grievances shall be initiated at Step 2 of the grievance procedure and must be filed within seven (7) days of the issuance of the discipline.
- 14.08 Time limits referred to in the grievance and arbitration procedures are mandatory and must be strictly complied with.
- 14.09 Time limits may be extended by mutual agreement where there is a basis for the request to extend time limits and where it is made in writing in advance of the expiry of the time limits. Consent to a brief extension requested under this Article will not be unreasonably withheld. Otherwise failure to comply shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48 (16) of the *Ontario Labour Relations Act*.
- 14.10 Where no response has been given within the time limit specified, the grievance may be transmitted to the next step of the procedure within the requisite time frame specified.
- 14.11 A Local Union Officer and/or a designated representative of the PSAC who is registered with the AGCO shall be present at all meetings following the filing of a grievance at Step 2 and Step 3 under this Article.
- 14.12 Meetings involving grievances shall be at times that are mutually agreed to and a grievor and Local Union Officer/Steward who attends such a meeting during normally scheduled working time shall not suffer any loss of pay for time spent at such a meeting.
- 14.13 If the response from the Employer at Step 3 of the grievance procedure is unsatisfactory, or if the Employer has not responded within seven (7) days of the meeting at Step 3, then the grievance, including any question as to

whether the matter is arbitrable, may be referred to arbitration. The referral to arbitration must be received within a further thirty (30) days.

14.14 This referral shall indicate whether the party wishes the matter to be heard by either a Board of Arbitration or single Arbitrator. The recipient of the notice will advise the other party within ten (10) days of receipt of the notice if it is agreeable or not to the matter being heard by a Board or single Arbitrator. If there is no agreement, the parties will use a single Arbitrator.

(a) Board of Arbitration

- (i) Where the parties agree to the matter being heard by a Board, each party shall respond to the other within ten (10) days by indicating the name and address of its nominee to the Board. The two nominees so selected shall proceed to appoint a third person who shall be the Chairperson.
- (ii) If either party fails to name a nominee within the time frame, the matter will be reverted to a single Arbitrator.
- (iii) If the two nominees fail to agree on a Chairperson, and upon request by either party in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the Board of Arbitration, pursuant to the provisions of the *Ontario Labour Relations Act*.
- (iv) The decision of the majority is the decision of the Board, but if there is no majority, the decision of the Chairperson governs. Such decision will be final and binding upon the parties hereto and the employees.
- (v) No person may be appointed to the Board who has been involved in an attempt to negotiate or settle the grievance except with the consent of both parties
- (vi) The Board shall not be authorized to alter, modify or amend any part of the terms of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the Collective Agreement, nor give any decision inconsistent with the terms and provisions of this Collective Agreement. Likewise no Arbitrator may create, alter, amend or establish

any employee incentive, benefit or perquisite save and except as expressly provided by this Agreement.

- (vii) Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Chairperson of the Board. Each of the parties hereto shall bear the expense of its own nominee.

(b) Single Arbitrator

Should the parties agree to have the matter heard by a single Arbitrator, the process shall be followed as above in 14.14 with the role of the nominees in the appointment process being undertaken by the Union and the Employer directly.

All discharge cases will be heard by a mutually agreed single Arbitrator.

The parties will equally share the fees and expenses of the Arbitrator.

A single Arbitrator has the same authority as a Board of Arbitration, as set out in this Article.

## **ARTICLE 15 - HEALTH AND SAFETY**

- 15.01 The Employer, the Union and the employees understand and agree that they all have rights and obligations under the *Occupational Health and Safety Act*.
- 15.02 The Employer is committed to supporting the internal responsibility system and ensuring that the site Joint Health and Safety Committee (JHSC) operates effectively to support a safe and healthy workplace. It is agreed by the Parties to jointly advocate a workplace that conforms and promotes the health and safety of the employees through training, education and awareness.
- 15.03 The Employer will provide health and safety training for all employees upon hire and further training appropriate to employees' direct responsibilities and their exposure to workplace hazards.

### Joint Health and Safety Committee (JHSC)

- 15.04 The workplace will maintain its Joint Health and Safety Committee (JHSC) with membership from the workplace bargaining units and self represented employees. The number of worker representatives will be equal to or greater than the number of employer representatives. The PSAC will appoint their representatives.
- 15.05 The JHSC will operate according to terms of reference which will be established by the Committee and will be reviewed yearly. The terms of reference and duties of the JHSC will include the following:
- (a) Employer and employees shall jointly share the responsibility for chairing meetings;
  - (b) Establishing a schedule for joint workplace inspections under section 9(28) of the *Occupational Health and Safety Act*;
  - (c) A monthly process for reviewing all workplace accidents, workplace illnesses and workplace safety incident reports;
  - (d) A process for review and assessment of all applicable WHMIS regulations and substances introduced into the workplace and air quality results, noise testing results, and position by position ergonomic reports and tests;
  - (e) A process for review of all workplace policies in support of health and safety;
  - (f) Ongoing review of all training provided and make recommendations to identify training needs for JHSC members and for employees;
  - (g) Regular creation and posting of minutes; and
  - (h) Maintenance of a system for employees to submit written health and safety concerns.
- 15.06 Employee time spent at JHSC meetings, on workplace inspections and up to one (1) hour of caucus time in advance of meetings shall be considered time worked and employee members shall be compensated at their regular rate of pay for this time. The JHSC may make recommendations for extended periods of paid caucus time. The Employer will pay for course material and for all time spent at Certification and other Committee member training at the employees' regular rates.

15.07 With proper advance notice to the Employer, a PSAC Health and Safety Representative may be present and participate in any meetings of the Joint Health and Safety Committee as it relates to the bargaining unit. The Representative may also participate in the investigation of any critical injury or fatality for employees within the bargaining unit, where this investigation is done openly and in conjunction with the Employer and the JHSC. The JHSC will also have access to Corporate Health and Safety subject matter experts where appropriate.

#### Personal Protective Equipment

15.08 The Employer will provide employees with required protective equipment, devices and safety clothing as necessary for the safe performance of their assigned duties.

15.09 Where an employee is required as a condition of employment to wear safety footwear, the Employer will provide each employee with one hundred and twenty dollars (\$120) each year, towards the cost of safety footwear purchased in accordance with the Employer's program. Where the Employer's program provides an increase towards the cost of safety shoes it shall also be reflected in this Article.

15.10 Where a Physician indicates in writing that an employee requires an external appliance (e.g. wrist, elbow or knee brace), this will be recorded in the employee's disability management file and accommodated as may be possible while complying with AGCO regulations and directives.

#### Sick or Injured Worker

15.11 An employee suffering a workplace injury who, as a result of such an injury is sent home by the Employer or is sent to an outside hospital and doctor at such hospital or the employee's own doctor certifies that the employee should not return to work, shall be paid for the balance of his or her shift on which the injury occurred. Where necessary, the Employer will make available transportation for such injured employee.

#### Modified Work

15.12 The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based on medical limitations to ensure an early and safe return to work before full recovery following a workplace injury, accident or other medical problem.

15.13 Modified work plans will also be utilized for ongoing accommodation of employee's approved medical restrictions.

15.14 Employees requiring ongoing accommodation must disclose that need to the designated Employer Human Resources representative at the earliest possible time. The request must provide an outline of the required accommodations from the treating physician.

## **ARTICLE 16 - WORKPLACE SAFETY AND INSURANCE**

16.01 Where a full-time employee is absent from regularly scheduled work and has made a claim under the provisions of the Workplace Safety and Insurance Act, he or she will be paid full salary for the first thirty (30) working days pending a decision from the WSIB on entitlement and eligibility.

At the expiry of the thirty (30) working days, if the claim is still pending, then all previous and continuing absences related to the injury will be reverted to the Short Term Sickness Plan provided the employee is able to satisfy the eligibility requirements and provisions of the STSP and the employee will owe the Employer the difference between any entitlement under that Plan and the monies paid.

If the WSIB claim is denied on the basis of medical entitlement then all the monies paid out by the Employer will be an amount owed by the employee to the Employer. If the claim is denied on any other basis then the difference between the full salary paid and the Employee's entitlement under the Short Term Sickness Plan will be an amount owed to the Employer.

Monies owed may be recovered under a suitable repayment plan negotiated by the employee and the Employer and, failing agreement, the Employer may deduct up to twelve percent (12%) of the gross salary from the employee's wages on each pay cheque until the full amount owing is repaid. Monies may also be recoverable by order of an Arbitrator enforced in the Courts.

If the full-time employee has no Short Term Sickness Plan entitlement and the WSIB award is still pending after thirty (30) working days, then the time will be unpaid unless the employee is able to qualify for long term disability.

Once a claim is approved the Employer will pay the full-time employee's salary for the shorter of a total of three (3) months in the case of a continuous absence or sixty five (65) working days for intermittent absences which amount includes the thirty (30) working days already paid.

In accordance with section 25(a) and (b) of the Workplace Safety and Insurance Act, where a full-time employee is in receipt of loss of earnings benefits, the Employer agrees to maintain its premium payments for insured benefits. Where the employee has a required contribution to the benefits the employee must make arrangements to contribute his or her portion or his or her participation will cease. This applies only in the first year following injury.

## **ARTICLE 17 - HOURS OF WORK**

### General

- 17.01 Employees may be required to leave work in advance of the end of the scheduled shift. Employees shall be paid only for hours worked except where the departure is involuntary in which case the employee will be guaranteed a minimum of four (4) hours work or pay at his regular rate.
- 17.02 It is understood that there will be a minimum of eleven (11) hours between shifts unless otherwise agreed to by the Employee and Employer or to address an emergency, unforeseen circumstance or urgent work.
- 17.03 A shift schedule for employees will be posted at least fourteen (14) days prior to the commencement of the schedule in the Employee Self Service System (ESS). Changes to the schedule shall be made forty-eight (48) hours in advance, through ESS, except where circumstances outside the control of the Employer dictate. It is the responsibility of the employee to be aware of his or her schedule.

### Hours of Work – Full Time

- 17.04 The normal hours of work for all full time employees shall be eight (8) hours worked (exclusive of unpaid breaks), and eighty (80) hours per two (2) week period as established by departmental schedules of work. Exceptions may apply where such longer or shorter regular shift schedule or work week is established in accordance with a negotiated work week arrangement.

This article provides a basis for scheduling and for calculating time worked and does not establish minimum hours of work per day or week (e.g. as a result of employees accessing early outs, leaves, or in the event of a layoff). Full time employees shall be permitted to select shift/lines established by the Employer having regard to their seniority.

All full time employees will be scheduled at least forty-eight (48) consecutive hours off work in every work week except in emergency instances, where required for rotational schedule change-over, where a negotiated variable work week arrangement exists, or otherwise with the employee's agreement.

### Hours of Work – Part Time

- 17.05 When preparing the shift schedule to be posted in accordance with article 17.03, the available shifts will be distributed as equitably as possible amongst employees having regard to seniority. Part time employees may submit and may amend on a quarterly basis a shift preference sheet indicating his or her preferred shifts and these preferences will be considered when preparing the shift schedule.
- 17.06 Part-time employees, except those on temporary full-time postings, will not regularly work in excess of thirty-two (32) hours per week except in the following circumstances:
- (i) when replacing employees absent due to illness or injury;
  - (ii) when replacing employees absent due to leaves;
  - (iii) when working the Christmas Holiday Season (mid-December to early January);
  - (iv) due to increase in patron volume as a result of unique or short term business needs;
  - (v) in the event of emergency;
  - (vi) in the event of shift giveaways, in accordance with Article 17.12 below.
- 17.07 It is understood that the posted part-time schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the schedule, part-time employees shall review the schedule and maintain contact with the Department Manager or designate in charge of scheduling and other shifts that become available for work will be assigned as required. Where a part-time employee is not at work on the day the shift is posted nor scheduled again prior to the newly assigned shift, or where new shifts become available, he or she will



be called by the Employer. This will not relieve the employee from their obligation to check schedules.

When an additional shift becomes available after the schedule has been posted, call-ins will be made based on the employee with the highest seniority with the least amount of scheduled hours in the pay period.

### Schedule Adjustments

17.08 Where a part-time employee knows absolutely that he or she is not going to be available for work, he or she may request a schedule adjustment. Each part-time employee may request up to six (6) schedule adjustments per calendar year. All requests must be made through Employee Self Service System (ESS) at least two (2) weeks in advance and prior to the schedule being posted. Where possible, if an employee uses an adjustment day, he or she shall not be scheduled for a shift that will end after 12 midnight the day before. For new employees, adjustment days will be prorated for the first calendar year.

### Shift Cancellation

17.09 In the event that an employee's shift is cancelled and the Employer is unable to contact the employee and provide twelve (12) hours notice of this shift cancellation and the employee reports to work for his/her regular shift, the employee will be paid a minimum of four (4) hours pay at his/her regular rate or all the hours worked whichever is greater.

### Call-in Pay

17.10 If an employee is called into work, he or she will be paid for all hours worked. Where the employee is called into work on less than twelve (12) hours notice, he or she will be paid for a minimum of four (4) hours work at the employee's regular rate or the applicable overtime rate. An employee called into a meeting with less than forty-eight (48) hours notice will be paid a minimum of four (4) hours at his or her regular rate.

### Shift Exchanges

17.11 With a minimum of forty-eight (48) hours of notice, employees may submit a shift exchange request through the Employee Self Service System (ESS), indicating a desire to switch shifts within the same pay period. Shift exchanges will be granted where cost neutral, in accordance with this Agreement, and does not give rise to any operational considerations in the

opinion of the Employer and is in accordance with all applicable legislation. A shift exchange may be approved with less than 48 hours notice where extenuating circumstances exist and subject to Manager approval, which will not be unreasonably withheld.

### Shift Giveaways

17.12 Part-time employees may give away an unlimited number of their shifts to another part-time employee in accordance with the following procedure:

- (a) he/she finds their own replacement;
- (b) the request is made at a minimum of forty-eight (48) hours in advance, and is in accordance with 17.02;
- (c) the shift giveaway does not incur overtime;
- (d) both employees must complete this transaction through the Employee Self Service System (ESS).
- (e) the shift is for an identical job in the same job classification.

Shift giveaways are not intended to be used in such a way as to result in a part-time employee regularly working forty (40) hours per week or regularly not working any hours in a pay period.

### Early Outs

17.13 When, after sending home any applicable overtime employees, it becomes necessary to reduce the workforce for a period of less than a full shift, the Employer will first seek volunteers and will offer early outs in the following order:

- (a) Full-time employees volunteering to use banked vacation credits or lieu credits as top-up;
- (b) Part-time employees volunteering to use lieu credits as top up;
- (c) Part-time employees that elect to take the early out without pay;
- (d) Full-time employees that elect to take the early out without pay;
- (e) Contract full time and/or part-time employees required to take the early out; and
- (f) Part-time employees required to take the early out.

Full time employees may elect to leave without pay although only for up to a maximum of eight (8) hours per pay period. For the purpose of this provision, this applies to employees in the same classification, work area and start time. Shifts commencing within thirty (30) minutes of each other shall be considered as having the same start time.

If there are more employees in any of the priority groups above interested in volunteering than there are available early out opportunities, the Employer will hold a lottery.

Should there be insufficient volunteers to leave work early, then part-time employees may be sent home as long as they are paid for four (4) hours.

It is understood that early outs, other than early outs requested by an employee due to illness or injury, will count as consecutive days worked for the purpose of qualifying for the Employer's Short Term Sickness Plan as outlined in Article 33.

### Overtime

17.14 The parties to this Agreement recognize that the needs of the business require the performance of overtime work from time to time. All overtime will be approved in advance by the Department Manager or designate.

17.15 Subject to practical considerations and operational requirements, overtime opportunities will be evenly distributed when reasonably possible among those employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. The overtime will be offered based on seniority (full-time first then part-time).

In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned. It is understood and agreed however that any valid claim of improper distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime that he or she is qualified and available to perform.

17.16 Where there is no willing employee, the most junior qualified and available employee(s) will be assigned (part-time first and then full-time).

17.17 If an employee is eligible for overtime, he or she will receive overtime after the completion of the first fifteen minutes. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate in respect of all pre-authorized hours worked:

- (a) in excess of their scheduled shift or forty (40) hours weekly for a full-time employee whose normal shift is eight (8) hours on a fixed non-rotational basis, or

- (b) in excess of their scheduled shift or eighty (80) hours bi-weekly for a full-time employee whose normal shift is rotational or greater than eight (8) hours, or
- (c) in excess of their scheduled shift or eighty (80) hours bi-weekly, for a part-time employee whose shift is eight (8) hours or greater. For a part-time employee who works a shift of less than eight (8) hours, overtime eligibility does not occur until the employee has worked at least eight (8) hours, or
- (d) in excess of such longer shift as agreed or may exist due to a negotiated work week agreement; or in excess of such averaged hours as agreed or may exist due to a negotiated work week agreement.

17.18 If employees are required to work more than three (3) hours beyond a regularly scheduled shift of at least eight (8) hours worked (8.5 hours including the unpaid lunch), they will be eligible to receive a meal voucher up to the maximum value of the posted staff meal rate upon their request. The meal vouchers have no cash value, no balance is payable and cannot be transferred to another employee. If the employee receives three (3) or more meal vouchers in one (1) week, they will be subject to tax requirements as per Canada Revenue Agency.

17.19 Where an employee is advised that they are required to work overtime and is not told within the last ½ an hour of his or her shift that they are not required for overtime, then they will be guaranteed at least one half (½) hour of overtime pay.

17.20 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.

## **ARTICLE 18 - REST PERIODS**

18.01 An employee who works more than three (3) hours and up to five (5) hours is entitled to one fifteen (15) minute paid break period.

18.02 An employee who works more than five (5) hours and up to seven (7) hours is entitled to one fifteen (15) minute paid break and one thirty (30) minute unpaid meal break.

18.03 An employee who works more than seven (7) hours and up to ten (10) hours is entitled to two fifteen (15) minute paid breaks (or one thirty (30) minute paid break) and one thirty (30) minute unpaid meal break.

18.04 Employees called back to work by a Supervisor during an unpaid meal period will be provided with a full replacement meal period. Where an employee is called back to work and no alternate meal period is practicable, they will be paid at his or her regular pay rate or, where applicable, at the overtime rate for the time worked. Additionally, a replacement meal voucher may be provided to the employee up to the maximum value of the posted staff meal rate. The replacement meal voucher is applicable to meals purchased that would expire, perish or cannot be reheated.

## **ARTICLE 19 - POSTING**

19.01 Where there is a position vacancy in the bargaining unit which the Employer intends to fill, the Employer will post and fill the vacancy according to the procedures in this Article.

19.02 Posting shall be placed on a designated bulletin board, and shall clearly indicate the deadline date for the application and the location or persons to whom applications shall be made. The posting period shall be for not less than seven (7) calendar days from the date of posting.

19.03 In the event such new jobs are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the following shall apply:

- (a) First, the vacancy will be posted internally in the Department. Employees currently working in the same classification as the vacancy will be considered first.
- (b) Second, if the position is not filled under (a) above, the vacancy will be posted internally at the site to allow others to apply.
- (c) Only employees who have passed probation will be eligible to apply for the vacancy.

19.04 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected.

19.05 After the deadline for applications has passed, the Employer may schedule and arrange any applicable tests and interviews.

- (a) In addition, employees will be considered for the vacancy based upon the following criteria:
- (b) skill, knowledge, qualifications, registration status and ability, and also including an acceptable file review.

Should several candidates be relatively equal, then seniority will be the determining factor.

19.06 If additional personnel are required within forty-five (45) days of the closing of the original posting, the position will not be re-posted and a candidate will be selected from the original qualified applicants.

19.07 The posting shall contain the following information:

- (a) A summary of duties of the position(s) to be filled;
- (b) The salary/hourly rate for the position(s);
- (c) The threshold qualifications required for the position(s), including education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and reflect the minimum requirements of the position(s) being filled.

19.08 Except where a posting has been cancelled by the Employer, in the event that a revised posting is issued prior to the closing date, the original closing date of the posting shall be amended to extend five (5) calendar days from the date the revised posting is posted.

19.09 An employee who is the successful bidder to a job in a different classification pursuant to this Article will be subject to a trial period of thirty (30) calendar days. Such period may be extended based on mutual consent of the Employer and the Union. If an employee does not successfully complete the thirty (30) calendar day trial period, either by resigning or being unsuccessful, the employee will be:

- (a) first be returned to his or her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis. Thereafter, the original vacancy will be filled by the next eligible applicant on the original

posting, in accordance with the posting provisions of this Agreement.

- (b) If the previous position no longer exists then the employee will be treated in accordance with this agreement as if they had been in the previous position throughout.

19.10 Where an employee posts to a new classification the Employer will honour his/her scheduled vacation if possible.

19.11 When an employee is an unsuccessful candidate in promotional competition, the Employer shall notify said employee, in writing, of his/her lack of success. He/she shall be entitled to a post board interview, upon request, within twenty (20) calendar days of receiving notification of their lack of success. This post board interview may take place by telephone.

19.12 An employee who applies for and is successful in obtaining a lower rated position in the bargaining unit will receive the rate of the lower classification based on their current step progression.

## **ARTICLE 20 - PROBATION**

20.01 A probationary period shall apply on initial appointment into the bargaining unit and shall commence on the date when the employee first works for the Employer until they have completed five hundred and twenty (520) actual hours worked.

20.02 Upon successful completion of the probationary period, the employee will acquire seniority and will be given seniority dates which shall be based on the employee's date of hire as a probationary employee.

20.03 The Employer may terminate the employment of a probationary employee so long as the termination does not occur solely for bad faith. Probationary discipline and terminations are subject to the grievance/arbitration procedure only as expressly provided for in this Agreement and no arbitrator will reinstate an employee unless this is pursuant to the provisions of the *Employment Standards Act*, *Occupational Health & Safety Act* or the *Ontario Human Rights Code*.

20.04 In the event that an employee is terminated during his/her probationary period, the Employer shall notify the employee, in writing of such termination and upon request of the employee, shall provide reasons for such termination. The Union will be notified of the action taken.

## ARTICLE 21 - SENIORITY

- 21.01 (a) "Seniority", as referred to in this agreement, shall mean total length of continuous service in the bargaining unit from the last date of hire into current status/classification within the bargaining unit.
- (b) "Service", as referred to in this agreement, shall mean length of employment with OLG from the date of last hire.
- (c) "Site Service", as referred to in this agreement, shall mean length of employment with OLG Slots at Rideau Carleton Raceway from last date of hire.
- (d) Full time and part time employees shall accrue seniority on the basis of duration of employment in his/her current status/classification since last date of hire into the status/classification.
- (e) Seniority under this collective agreement has no application elsewhere with OLG.
- 21.02 The Employer will maintain one seniority list upon which each non-probationary employee will be provided with a seniority date. Employee status, whether full time or part time, shall be included on this list. The list shall be updated and posted every six months, and a copy of the list shall be given to a designated local union officer and posted on bulletin board(s). In addition, the employer shall provide an electronic copy to a designated representative of the PSAC who is registered with the AGCO.
- 21.03 An employee attaining seniority shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Employer, in writing, of any errors with respect to their seniority date. Thereafter, the employee shall be deemed to have accepted the seniority dates posted.
- 21.04 Where two (2) or more employees have the same service and seniority date, they shall be placed on the seniority list in an order determined as follows:
- (a) the employee with longer "service" will be senior;
- (b) where two (2) or more employees have the same "service" date, a lottery will be held. The lottery will be conducted by the Employer



in the presence of a representative of the Union and a representative of Human Resources.

- 21.05 An employee temporarily working outside the bargaining unit (secondment) shall retain seniority. No seniority shall accrue unless they return to the bargaining unit at which time the employee will be credited with seniority for the time they spent outside of the bargaining unit. Any employee temporarily working outside the bargaining unit for a period of one (1) year plus a day shall lose all seniority. The Union and the Employer may mutually agree to extend the one (1) year secondment and such extensions shall not be unreasonably denied.
- 21.06 An employee who accepts a temporary position (secondment) within the bargaining unit will continue to accrue seniority in their home position. Should the temporary position become permanent for that employee in accordance with the job posting process, the employee will be credited with seniority accrued from the date that they originally moved into that temporary position.

At the completion of the secondment the employee shall return to their home position. If the home position no longer exists then the employee will be treated in accordance with this agreement as if they had been in the home position throughout.

21.07 Loss of Seniority and Employment

The seniority rights and employment of any employee shall cease for any of the following reasons:

- (a) If an employee voluntarily quits the employ of the Employer or retires;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- (c) If an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days, without satisfactory reason;
- (d) If an employee fails to report for work in accordance with a notice of recall seven (7) days after a registered mailing of such notice, without satisfactory reason;

- (e) If an employee is laid off for a period in excess of twenty-four (24) months, is not recalled and is provided with any severance and notice required;
- (f) If an employee works at other employment during a leave of absence without permission.

## **ARTICLE 22 - LAYOFF AND RECALL**

22.01 The Employer will provide all notice, pay in lieu of notice and/or severance required under the *Employment Standards Act* in the event of a layoff. Where possible, the Employer will give seventy two hours (72) notice of layoff to the affected employees and to the Union and, if requested, will meet to discuss the layoff with a Union representative or designate during the notice period.

22.02 In the event of a layoff, the following will apply:

- (a) Contract employees within the classification will have their employment ended.
- (b) Probationary employees within the classification will be laid off first.
- (c) Seniority rated employees will be laid off as set out below:

### Part-time Employees

In the event one or more part-time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- (a) The classification which is required to be reduced will be identified.
- (b) The junior part-time employee in the classification affected will use his or her Site Service Date to bump the most junior part-time employee in a lower or equally paid classification in the Department, if he or she has the skill and ability to perform the job with a brief familiarization and is willing, or may accept layoff.
- (c) The most junior part-time employee in the Department will use his or her Site Service Date to bump the most junior part-time employee in a lower or equally paid classification within the bargaining unit, if he or she has the skill and ability to perform the job with a brief familiarization and is willing, or may accept layoff.

- (d) The most junior part-time employee within the bargaining unit will be laid off. Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

### Full-time Employees

In the event one or more full-time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- (a) The classification which is required to be reduced will be identified.
- (b) The junior full-time employee may use his or her Site Service Date to bump the most junior part-time employee within his or her classification. Such full-time employee will be placed on the part-time seniority list based upon his or her existing Seniority Date.
- (c) If the junior full-time employee is unable or unwilling to bump the most junior part-time employee in the classification, he or she will use his or her Site Service Date to bump the most junior full-time employee in a lower or equally paid classification in the Department, if he or she has the skill and ability to perform the job with a brief familiarization and is willing, or may accept layoff.
- (d) If the most junior full-time employee in the Department is bumped, he or she will use his or her Site Service Date to bump the most junior full-time employee in a lower or equally paid classification within the bargaining unit, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, or may accept layoff.
- (e) If the most junior full-time employee in the bargaining unit is bumped, he or she may use his or her Site Service Date to bump the most junior part-time employee in his or her classification, or may accept layoff. Such full-time employee will be placed on the part-time seniority list based upon his or her existing Seniority Date.
- (f) Any most junior part-time employee impacted by (b) or (e) above, will have the rights in the part-time provisions.
- (g) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

22.03 Once the bumping process is complete, full-time employees bumping into positions will select their respective shift schedule in order of seniority. This process will be limited to allowing employees entering a classification pursuant to the bumping process to choose their shift from only those positions vacated by displaced full-time employees. Subsequently, these employees will be eligible for any general shift pick.

#### 22.04 Voluntary Layoff

An employee who has not received a notice of layoff may make an offer of voluntary layoff where there is another employee who has received notice of layoff. If such request is made before the layoff has become effective and is acceptable to the Employer, the Employer will substitute this employee for the employee on notice of layoff. An Employee who accepts a voluntary layoff will not have bumping rights but will retain recall rights.

#### 22.05 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of twenty-four (24) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled in reverse order of layoff. Notwithstanding the foregoing,
  - (i) a full time employee must accept a recall to a full time position and/or a part time position, as required, although recall to a part time position will not extinguish the right to recall to a full time position should one become available during the layoff. A full time employee may decline recall to a part time position without abandoning his or her recall rights where there is a part time employee or more junior full time employee on recall who is available to do the work required and otherwise must return or waive his or her rights;
  - (ii) a part time employee must accept a recall to a part time position, as required; and
  - (iii) a part time employee may not be recalled to a full time position; and

- (iv) employees must indicate within forty eight (48) hours of the recall notice to a designated Human Resources Representative, that he or she is willing and able to return to work or the employee shall be deemed to have refused recall and seniority rights.
- (c) An employee and the Employer may agree during the recall period to elect to terminate the employment relationship and the employee would receive any severance to which he or she is entitled under the Employment Standards Act. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) A laid off employee who successfully posts to a permanent position with the employer inside the bargaining unit will forfeit his or her recall rights to the position to which he or she has been laid off and will not be eligible for severance under 22.05(c) with respect to the layoff.
- (e) Notice of recall shall be by telephone and, if the employee cannot be reached, shall be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 AM on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of his/her current telephone number and address at all times.

22.06 Grievances regarding layoff shall be initiated at Step 2 of the Formal Procedure of the grievance process and must be initiated within seven (7) days in accordance with the grievance process.

22.07 The Employer shall maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of layoff or such longer period as is required under the *Employment Standards Act*.

#### 22.08 Severance

- (a) An employee who is laid off and whose recall rights expire and/or who waives recall shall receive severance pay calculated on the basis of the weekly rate of pay on the date she or he received notice of layoff. For full time employees severance shall be based on a regular work week and for part time employees severance shall be based on average hours worked over the twelve weeks prior to notice of layoff.

- (b) In accordance with the Employment Standards Act, employees shall be provided with severance for each complete year of service, and pro rated for partial years.

## **ARTICLE 23 - NEW CLASSIFICATIONS**

23.01 When a new classification is created within the bargaining unit, the Employer will establish a wage rate and classification for such a new job and agrees to discuss with the Union its rationale for the rate. Vacancies within new classifications shall be posted with sufficient description of the work to be performed within thirty (30) calendar days of the start-up of the new position. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

## **ARTICLE 24 - TECHNOLOGICAL/ORGANIZATIONAL CHANGE**

### 24.01 Definition

“Technological/Organizational Change” is defined as a substantial change in technology to the process, equipment, or methods of organizational operation that differs significantly from those previously utilized by the Employer.

### 24.02 Advance Notice

- (a) The Employer will provide the Union with a minimum of thirty (30) calendar days notice of any technological change affecting bargaining unit employees.
- (b) If the Employer anticipates that a technological/organizational change will result in the layoff of bargaining unit employees, the Employer will advise the Union in advance, so far as is practicable and in accordance with Article 22 - Layoff and Recall.
- (c) Where such notification is practicable, the Employer will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological or organizational change and the effect the technological or organizational change may have on the working conditions and conditions of employment of other employees. The Employer is open to receiving from the Union suggestions, ways and means that the Union considers might meet the business goals while minimizing the adverse effect upon employees concerned.

- (d) The Employer shall provide the necessary training required by the introduction of new technology to the affected employees remaining in the classification.
- (e) The Employer is committed to looking at reasonable training opportunities which can be utilized to move any affected employees to a new or different position with the bargaining unit at the Slots, where there exists a need for employees. If the change permanently eliminates or reduces the number of employees in a classification, the Union and the Employer will review what training would be required to work in another classification, where there exists a need for employees. Training shall be provided by the Employer where the displaced employees have the skill, ability and desire to perform the available work. If more than ten (10) days of training (inclusive of any policy and procedural training and job shadowing) are required to fulfill the duties of the other classification, then the employee will not be considered to have the skill and ability.

Where an employee is not eligible, does not desire or succeed with a training plan then she or he may elect to be laid off and may maintain recall rights or elect to forego recall rights and receive severance pay and notice.

#### 24.03 New Positions

Any new position within the bargaining unit that is created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

### **ARTICLE 25 - TRAINING**

25.01 Save and except for any voluntary training, all training provided by the Employer will be paid training and the Employer will endeavour to provide this training during regularly scheduled hours of work. Where such training of employees is done outside of regularly scheduled hours it will be paid at the applicable rate.

### **ARTICLE 26 - EMPLOYEE FILE**

26.01 Up to three (3) times per year, an active employee, during the course of his/her employment, shall have a right to examine all documents

pertaining to him/her in the employee file located in the site's Human Resources Department. Examination of such a file shall occur upon written request by the Employee and at a time convenient to the Employer and the Employee. The review will take place in the presence of a Human Resources representative and there will be no right to remove items from the file. However, an employee may request a photocopy of any document in his or her file.

## **ARTICLE 27 - UNIFORMS**

27.01 Uniforms shall be determined by, provided by and replaced by the Employer, as it requires on an as needed basis. Employees will be responsible for the cleaning and care of their uniforms. Approved dry cleaning and alterations will be paid for by the Employer.

If an employee is required to change their uniform because it has come into contact with substances that render the uniform unusable or unsanitary during the course of performing duties or is no longer in good repair, the Employee will be provided with a another uniform at no charge. Employees will not abuse this provision.

Upon leaving employment, an employee is required to return all uniforms and employee property provided. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two weeks of pay being withheld until such time as reasons are provided or alternative arrangements suitable to the Employer and the employee are agreed upon.

## **ARTICLE 28 - LOCKER**

28.01 The Employer will provide locker access for all employees to use. The Employer shall not have access to the combination of the lock unless provided by the Employee. No representative of the Employer shall open a bargaining unit employee's locker unless a Local Officer or Union Steward has been offered the opportunity to be present. The Employer shall also provide and maintain in clean and sanitary condition dressing areas with washrooms.

## **ARTICLE 29 - ATTENDANCE MANAGEMENT PROGRAM**

29.01 Employees are required to attend work regularly in accordance with the Employer's Attendance Management and Disability Management program. When unable to attend, the employee must contact his Manager



or designate as far in advance as possible of his or her scheduled starting time, giving the reason he or she is unable to attend work, the date of his or her expected return, and the details as to where he or she can be contacted during his absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where there are extenuating circumstances making such a call impossible.

29.02 Medical evidence may be required by the Employer and such evidence will be required should an absence exceed three (3) days in duration and may otherwise be required where there is reasonable and understandable cause for concern.

29.03 Where an employee is required to fill out a disability management enrolment form with his or her physician, any reimbursement or subsidy available to all other hourly direct gaming employees of OLG for any medical note costs will be made available.

### **ARTICLE 30 - DESIGNATED HOLIDAYS**

30.01 There are twelve (12) paid holidays:

- New Years Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (*First Monday in August*)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

In addition, for the duration of this first agreement, any additional statutory holidays declared by the Ontario Government shall be recognized as a designated holiday.

30.02 It is agreed and understood that given the nature of the Employer's operation, employees may be required to work on a holiday. For the purpose of clarity, where an employee is scheduled to work on any one of the above-mentioned holidays, he/she shall be paid at the holiday

premium rate of time and one-half his base hourly rate, for all hours worked between 12:00 a.m. and 11:59 p.m. on the holiday, in addition to any holiday pay to which he is entitled.

30.03 In order to qualify for premium pay and/or holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:

- (a) absent on vacation;
- (b) absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician which is submitted to the Employer on the day the employee returns to work;
- (c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides such reasonable proof as may be required.

30.04 Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 30.03 (b) or (c) above, to work their entire shift on the paid holiday, will not be eligible for premium pay or holiday pay.

30.05 Holiday pay will be calculated as an average of the total hours worked, including paid leaves but excluding overtime, in the four weeks preceding the week of the holiday divided by the number of shifts worked.

30.06 A full-time employee who was scheduled to work and did work on the holiday will be compensated by time off in lieu. If the employee worked a consistent shift length in the four weeks preceding the week of the holiday, the lieu time will be equal to that shift length. A full-time employee who works shifts of variable lengths in the four (4) weeks preceding the week of the holiday will have their holiday pay entitlement determined by averaging in accordance with 30.05. This lieu time will be banked automatically, unless he or she provides a request form to be paid in advance to his or her Supervisor. A full-time employee who qualifies for holiday pay and is away on a normally scheduled day off on a statutory holiday will have his or her holiday pay hours banked automatically, unless he or she provides a request form to be paid in advance to his or her supervisor. It is agreed that such lieu time must be taken within six (6) months of the holiday and that no more than five (5) lieu days, to a maximum of fifty (50) hours, may be carried at any one time. In order to

schedule a lieu day, the employee must request the lieu time at least two (2) weeks in advance of the requested day off. Lieu time will only be granted subject to the operational needs of the department.

30.07 Employees who are receiving Short Term Sickness Plan (STSP) benefits for greater than one week (5 scheduled working days) prior to the holiday will receive holiday pay, their STSP bank will not be reduced, and the holiday will be deemed to have been taken.

30.08 Employees who are in receipt of WSIB advances for a work-related injury and are not on modified work will receive holiday pay, this day will not count towards the allotted days of WSIB advances and the holiday will be deemed to have been taken. Any employee, who is being paid directly by WSIB and not on modified work, will not receive holiday pay.

30.09 The Employer accommodates employees' religious requirements including, where it is a required accommodation, providing full-time employees with up to two (2) paid days for Religious Holidays not otherwise covered in this Article. Where required by the Employer, the employee will provide confirmation of the religious need for the holiday from his or her religious counselor.

## **ARTICLE 31 - VACATION LEAVE**

31.01 All regular full-time employees shall earn vacation credits based on years of continuous service with OLG.

The vacation entitlement for regular full-time employees is listed below. As full-time schedules may vary daily, the vacation entitlement is expressed in total hours.

<b>Years of Service</b>	<b>Hours Per Calendar Year/Percent Pay</b>
First eight years	120 hours/6%
After eight years	160 hours/8%
After fifteen years	200 hours/10%
After twenty six years	240 hours/12%

On January 1st of each year, employees are advanced a full year's vacation credits based on their years of service. For employees reaching the next entitlement level during the year, they will be advanced the full year's entitlement on January 1<sup>st</sup> of that year. (For example, employees who complete their eighth (8<sup>th</sup>) year on May 15, 2007 would receive their full entitlement on January 1, 2007.)

If an employee commences, terminates, or changes employment status during the year, their credits will be pro-rated. In addition, employees who are off on an unpaid leave of absence or layoff greater than 30 days will have their vacation credits prorated.

If an employee terminates his or her employment and has been paid more vacation than the year's entitlement, the extra vacation pay will be deducted from their final pay.

Vacation time must be taken during the calendar year in which it was earned, except for exceptional circumstances. Up to eighty (80) hours of vacation time earned during a year may be carried into the first three (3) months of the following calendar year if the employee so requests in writing prior to December 1st and the Manager approves.

Any vacation not booked by the end of October may be scheduled by the Employer between then and March 31st of the following year.

Each department will designate when vacation can be taken and how many employees may be off at any one time. A copy will be provided to the Union.

### 31.02 Vacation Entitlement for Part-Time Employees

Part-time employees will receive vacation payment and unpaid vacation days, on the following basis. The vacation entitlement is based on years of continuous service with OLG.

<b>Years of Service</b>	<b>Vacation Payment/Unpaid Time</b>
First to eighth years	6% / 2 weeks and 5 days
After eight years	8% / 3 weeks and 5 days
After fifteen years	10% / 3 weeks and 10 days
After twenty six years	12% / 4 weeks and 10 days

For part-time employees, vacation is paid bi-weekly and calculated on total earnings for the bi-weekly pay period. Part-time employees may book their weeks and their days of unpaid vacation time each year. Weeks above must be taken as calendar week blocks of time away from work while days may be used individually.

For employees reaching their next entitlement level during the year, they will be advanced the vacation time and pay entitlement on January 1st.

Part-time employees will have the option of banking vacation pay which can be paid out on written request of the employee. All remaining vacation pay will be paid out in January of the following year.

### 31.03 Vacation Scheduling

Employees will be informed of their vacation entitlement at the beginning of each year. Vacation picks for the upcoming year will be completed prior to the start of that calendar year.

Vacations will be selected and scheduled each year based on Seniority, with full-time employees selecting first. Vacations will be selected by Seniority on a rotational basis with the most senior employee being able to select a maximum of eighty (80) hours before the next senior employee gets the opportunity to select his or her eighty (80) hours until the vacation dates have been selected.

Pick 1 Full-time employees by Seniority may pick either a one (1) week or a two (2) week block (40 hrs or 80 hrs).

Pick 2 Full-time employees by Seniority may pick either another one (1) week or a two (2) week block (40 hrs or 80 hrs).

NOTE: A full-time employee may only select a two (2) week block in one of the two first picks.

Pick 3 Part-time employees by Seniority may pick their first one (1) week block.

Pick 4 Eligible part-time employees by Seniority may pick their second one (1) week block.

Pick 5 Full-time employees by Seniority may pick the remainder of their eligible vacation time.

Pick 6 Part-time employees by Seniority may pick the remainder of their eligible vacation time.

31.04 No employee shall be required to work during the scheduled vacation period selected and approved in the vacation picks. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid their regular rate of pay and vacation days not taken will be restored to the employee's credit for use at a later date.

An employee, who has earned vacation credits under the terms of this article and retires, quits or is terminated, shall receive payment in lieu of earned vacation due such employee. In the case of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.

Where an employee posts to a new position or where the departmental schedule changes, his or her vacation will be honoured where it can be done so without it impacting on the operation or other employee's previously booked vacation.

#### 31.05 Bereavement During Vacation

An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Employer and the employee.

#### 31.06 Illness During Vacation

Where an employee becomes ill and is eligible for sick leave prior to his or her vacation commencing he or she shall have the right to temporarily terminate his or her vacation and when he or she becomes fit it will be rescheduled on mutually agreeable dates. If the employee recovers prior to the completion of the scheduled vacation, he or she will take vacation on those dates.

### **ARTICLE 32 - LEAVES**

#### Bereavement Leave

32.01 In the event of the death of an employee's immediate family member, the employee shall be granted an excused absence of four (4) normally scheduled and complete work days (irrespective of regular days off and holidays). It is agreed and understood that "days leave" in the case of part-time employees, means the next four (4) days commencing with the date of death (or the day of the funeral if outside those four (4) days), whether scheduled or not, and in the case of full-time employees, means the next four (4) scheduled shifts (irrespective of regular days off and holidays).

32.02 Immediate family for the purposes of this Article shall mean the employee's spouse including common-law or same sex partner, and the

employee and their spouse's parent, step-parent, child, step-child, foster child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister, step brother/sister, sister/brother in law, or any relative who is dependent.

- 32.03 One (1) day of bereavement leave with pay will be provided in the case of the death of an aunt, uncle, niece or nephew of the employee or their spouse to attend the funeral if the employee was scheduled to work.
- 32.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay. The Employer reserves the right to request proof of the bereavement.
- 32.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight hundred (800) kilometres away from OLG Slots at Rideau Carleton and where sufficient proof of need is provided.

#### Jury Duty

- 32.06 An employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, the difference between hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received.
- 32.07 Employees required to testify on behalf of the Employer or the Crown with respect to workplace incidents will be considered as working for all time spent in this regard. The Employer will pay employees the difference between the amount of money the employee receives from the summons and his or her regular hourly pay, reasonable expenses for meals, parking, out of town travel expenses or accommodations, upon presentation of receipts and in accordance with the Employer's policies for expense reimbursement.
- 32.08 Employees are required to report for work on days when they are not required on jury duty or to testify as a subpoenaed witness as specified below in a court of law. Employees on jury duty who work in classifications that operate seven (7) days per week will, if they are on jury duty for more than three (3) days, be notionally placed on a Monday - Friday schedule matching the jury duty until the end of the week the jury duty or testifying

as a subpoenaed witness concludes so as to minimize any disruption with their normal earnings and time at home while still meeting the employer's operational requirements. The purpose of this Article is to ensure that employees shall receive consistent hourly earnings from the OLG Slots at Rideau Carleton despite the Jury/Crown Witness duty.

### Military Leave

32.09 An employee who is an active member of a Canadian Forces Reserve Status Militia Unit will be granted Reserve Training leave of up to one (1) week with pay (no more than 40 hours) and one (1) week without pay in each calendar year. The employee must provide proof of training and receive prior approval by providing at least two (2) weeks of notice to the Department Manager or designate. An unpaid leave of absence will also be granted to fulfill his/her military obligation if he/she is called into Active Military Status, provided that a copy of the official deployment standing order accompanies the Leave of Absence Application form. The employee's seniority and service will continue to accrue at the normal full rate during such leave.

### Political Office Leave

32.10 Subject to the compliance and approvals under the Public Service of Ontario Act, an employee who is elected to the Municipal Government may be granted a leave of absence without pay or benefits to fulfill his or her term of office. A written request for such leave of absence must be presented to the Employer at least three (3) weeks in advance of when the leave of absence is to commence. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue during such leave of absence. An employee returning to work from such leave of absence will inform his or her Employer at least three (3) weeks in advance. Employees elected to the Provincial or Federal Government will resign from his or her employment to avoid any appearance of a conflict of interest. In every case an employee running for such office must take an unpaid leave of absence during the election campaign.

### Pregnancy and Parental/Adoption Leave

#### Pregnancy Leave

32.11 A pregnancy leave will be granted, in accordance with the conditions contained in the *Employment Standards Act*, to any female employee who has completed at least thirteen (13) weeks of service with the Employer



prior to the expected due date. This unpaid leave will be for a seventeen (17) week period.

An employee may begin her pregnancy leave no earlier than the earlier of:

- (a) the day that is seventeen (17) weeks before her due date.
- (b) the day on which she gives birth.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that six (6) weeks after the birth, still birth or miscarriage of the child.

An employee on pregnancy leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay the contributions, if any, for the period of such leave.

Where an employee elects to make her pension contributions under existing practice, pensionable service shall also accrue and the Employer shall continue to make its contributions.

### 32.12 Employment Insurance Top Up – Pregnancy Leave

A full-time employee who has at least one (1) full year of service (12 months) with the Employer, entitled to pregnancy leave and who provides proof that she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act (Canada)* shall be paid an allowance in accordance with the Supplementary Benefit Plan.

In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks at ninety-three percent (93%) of regular weekly base salary; and
- (b) for fifteen (15) weeks at the difference between their Employment Insurance benefits and ninety-three percent (93%) of regular weekly base salary.

32.13 For an hourly paid employee, an average of the regular weekly earnings for the prior twenty-eight (28) weeks is used to determine regular average

weekly salary. Regular earnings include regular pay, paid leaves of absence such as bereavement, jury duty, vacation, sick and lieu time payments, WSIB payments and training time paid. Statutory holiday pay is also included if considered a regular day's pay. Overtime pay is not included as regular earnings.

The Top Up payment will not be adjusted as a result of any pay adjustments that occur during the leave period.

Under EI Pregnancy benefits provisions, the mother can start collecting pregnancy benefits either up to eight (8) weeks before she is expected to give birth or the week she gives birth, whichever is later.

It is the employee's responsibility to submit proof to Human Resources in the form of the EI Approval Letter detailing the Waiting Period, Gross Weekly Benefit Amount, and begin and end dates of the claim in order to receive the top up payment. Alternatively, employees can submit EI statements consisting of the Waiting Period and the first week of paid benefit and the final EI statement at the conclusion of the leave.

### Parental Leave

32.14 Parental leave will be granted, in accordance with conditions contained in the *Employment Standards Act*. An employee who has completed at least thirteen (13) weeks of service with the Employer and who is the parent of a child, is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning.

Parental leave may begin:

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (b) no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

Parental leave for an employee who also took pregnancy leave shall commence immediately following the expiry of the pregnancy leave if one is taken unless the child has not yet come into the custody, care and control of a parent for the first time.

An employee wishing to take parental leave shall give the employer written notice at least two (2) weeks before the day the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began for an employee who takes pregnancy leave and thirty-seven (37) weeks after it began for an employee who did not take pregnancy leave. Once an employee begins a pregnancy/parental leave, the leaves must be taken without interruption.

An employee on parental leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay contributions, if any, for the period of such leave.

Where an employee elects to make his or her pension contributions under existing practice, pensionable service shall also accrue and the employer shall continue to make its contributions.

### 32.15 Employment Insurance Top Up – Parental Leave

A full-time employee who has at least one (1) full year of service (12 months) with the Employer, entitled to parental leave and who provides proof that he or she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act (Canada)* shall be paid an allowance in accordance with the Supplementary Benefit Plan.

In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) first two (2) weeks of the leave will be paid at ninety-three percent (93%) of regular weekly base salary (except where already taken or declined by EI); and
- (b) for ten (10) weeks at the difference between their Employment Insurance benefits and ninety-three percent (93%) of regular weekly base salary.

32.16 For an hourly paid employee, an average of the regular weekly earnings for the prior twenty-eight (28) weeks is used to determine regular average weekly salary. Regular earnings include regular pay, paid leaves of absence such as bereavement, jury duty, vacation, sick and lieu time payments, WSIB payments and training time paid. Statutory holiday pay is also included if considered a regular day's pay. Overtime pay is not included as regular earnings.

The Top Up payment will not be adjusted as a result of any pay adjustments that occur during the leave period.

It is the employee's responsibility to submit proof to Human Resources in the form of the EI Approval Letter detailing the Waiting Period, Gross Weekly Benefit Amount, and begin and end dates of the claim in order to receive the top up payment. Alternatively, employees can submit EI statements consisting of the Waiting Period and the first week of paid benefit and the final EI statement at the conclusion of the leave.

### Personal Leave

32.17 (a) Subject to the employee first exhausting all entitlement to vacation and lieu days, the Employer may grant a personal leave of absence without pay for reasons which the Employer determines to be legitimate. Only in the most exceptional of circumstances are such leaves to exceed the lesser of forty (40) hours of scheduled work or five (5) days away from work in any calendar year.

Such a request must be made at least two (2) weeks prior to the requested starting date of the leave, and may only be made by employees with six (6) months of continuous employment.

- (b) Extensions of personal leaves will only be granted if sought in advance of the expiry of the original leave and are subject to the same considerations.
- (c) No outside work may be entered into nor may hours of work elsewhere be expanded, while on a personal leave of absence unless specific permission for this is sought in advance. A breach of this provision will result in loss of seniority and employment.

### Family and Emergency Leave

- 32.18 (a) Employees will be entitled to unpaid family medical leave in accordance with the Employment Standards Act to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating the family member has a serious medical condition and there is a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Employees will be entitled to emergency leave of up to ten (10) days of unpaid leave of absence per calendar year due to:
- (i) personal illness, injury or medical emergency.
  - (ii) death, illness, injury, medical emergency of, or urgent matters relating to family members as defined in 32.02 – Bereavement Leave.

Part days will be considered a day used.

32.19 It is agreed and understood that all leaves of absence under this Agreement including but not limited to sick leave, and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the Emergency Leave provisions of the *Employment Standards Act*. It is further agreed and understood that the statutory emergency leave days may not be pyramided on top of any leave, whether paid or unpaid, under the terms of this Agreement. Further, it is understood that the employer has the right to ask for proof as reasonable under the circumstances of an emergency leave. Should such proof not be provided, this would be considered as culpable absenteeism.

### Citizenship Day Leave

32.20 Employees will be provided with a leave of absence to attend the Citizenship Ceremony to obtain their Canadian Citizenship. Full-time employees will receive one (1) day paid leave of absence to attend the Citizenship Ceremony if the ceremony falls on their regular scheduled shift or work day; pay will be calculated at the employee's normal rate of pay and will count towards any overtime hours. Part-time employees may request a day off without pay to attend the Citizenship Day Ceremony.

## **ARTICLE 33 - SICKNESS AND ACCIDENT LEAVE**

### Short Term Sickness Plan (STSP)

- 33.01 STSP is available only to full-time employees who have completed at least twenty (20) consecutive shifts of active full-time employment. Consecutive days do not include vacation, lieu time or any leaves of absences without pay, but days worked before and after such leave will count towards consecutive days. Where an employee is unable to attend his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 33.02 The STSP will be as provided for all other direct gaming hourly employees of the OLG, as may be amended from time to time. The STSP is currently self insured but the Employer reserves the right to at any time obtain a carrier for the Plan and to substitute an insured plan with all premiums paid by the Employer. When making such a substitution, the Employer shall notify the Union to explain the proposed change.
- 33.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

### Long Term Income Protection Plan (LTIP)

- 33.04 The Employer will maintain and provide an LTIP for qualified full-time employees who have been "totally disabled" for a period of longer than six (6) months. The LTIP will be as provided for all other direct gaming hourly employees of the OLG, as may be amended from time to time. Participation for full-time employees is mandatory. A full-time employee is eligible for coverage on the first day of the month coinciding with or following probation if he or she is a new employee or, alternatively, following two (2) months of continuous service in a full-time position.
- 33.05 An employee is considered to be "totally disabled" if they are wholly and continuously unable to perform normal work due to an illness or injury during the first thirty (30) months following the date of disability.
- 33.06 LTIP premiums are eighty-five percent (85%) paid by the Employer and fifteen percent (15%) by the employee.

33.07 LTIP is an insured plan and it is understood that as with all insured plans the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this Agreement.

33.08 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

#### **ARTICLE 34 - WAGES AND PAY ADMINISTRATION**

34.01 The Employer will pay employees pursuant to the wage schedule set out as Schedule "A".

34.02 The payment of wages will be made biweekly on Thursday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.

34.03 Employees will be hired into a position at the Min rate and will progress to the mid rate after six (6) months worked and successfully completing probation. Progression to the Max will occur after the completion of one year of service.

#### **ARTICLE 35 - GRATUITIES/GIFTS**

35.01 Except where required by law to participate, the Employer and the Union will not have any involvement with the distribution of gratuities or gifts.

35.02 Gratuities are not part of wages or earnings under this Agreement as they are provided at the discretion of patrons and are distributed at the discretion and direction of the employee run TIP Committees.

35.03 Employees will not accept any gifts or gratuities, except as expressly provided for by the Employer's policies. Employees shall not count or distribute tips during paid work hours.

#### **ARTICLE 36 - TEMPORARY TRANSFERS / ACTING PAY**

36.01 An employee temporarily transferred by the Employer to a higher rated classification in the bargaining unit will receive the higher rate or their own

rate, whichever is higher, for the work performed in the higher classification. The employee must work a full shift in the classification in order to be eligible for this pay.

36.02 An employee who is transferred by the Employer to a lower rated classification in the bargaining unit will maintain his or her rate of pay in effect at the time of such transfer, for the duration of the transfer.

### **ARTICLE 37 - TRAVELLING ALLOWANCE**

37.01 Employees may be required by the Employer to travel to other work locations due to business demands or unforeseen circumstances. Employees requested to work or attend training at a location other than OLG Slots Rideau Carleton will be paid at the applicable rate of pay and provided with mileage and any other applicable expense in accordance with the Employer's policies for other hourly direct gaming employees.

### **ARTICLE 38 - HEALTH, DENTAL AND LIFE**

38.01 The Employer provides eligible employees with a comprehensive benefits program.

It is understood that the Employer may at any time substitute another carrier for any Plan provided the health, dental and life insurance benefits conferred by this Collective Agreement are substantively maintained. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

38.02 It is understood that the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this Agreement.

38.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery.

38.04 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums are one hundred percent (100%) paid by the Employer.



### 38.05 Part-time Employees

Part-time benefits are available at a 75%/25% cost sharing for those part-time employees that have worked 520 hours in the previous six-months in accordance with Employer's normal benefit eligibility review process.

Where a part-time employee works 1040 hours per year for a two (2) year period and maintains their benefits coverage at the 75%/25% cost sharing during this time, he or she will thereafter be eligible for one hundred percent (100%) Employer paid premiums as long as he or she remains enrolled and eligible in accordance with the Employer's eligibility provisions.

Benefit premiums for eligible part-time employees will be deducted in two (2) equal installments on the first and second pay of each month.

38.06 Subject to any limitations below, the Prescription Drug & Health, Dental and Life insured plans will provide the following benefits for eligible full-time and part-time employees and for their spouse and/or eligible dependents:

#### **Dental**

- (a) Basic routine service, covered at one hundred percent (100%) to a two thousand dollar (\$2,000) per calendar year maximum.
- (b) Major restorative services covered at fifty percent (50%), to a two thousand dollar (\$2,000) per calendar year maximum.
- (c) Dentures covered at fifty percent (50%) to a three thousand dollar (\$3,000) lifetime maximum.
- (d) Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of two thousand dollars (\$2,000) for dependent children aged six (6) until they reach their twenty-sixth (26<sup>th</sup>) birthday.
- (e) Recall visits every nine (9) months.
- (f) ODA Fee Guide applied will be as with all other employees and as amended from time to time.

## **Prescription Drug & Health**

- (a) Reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. Employees will pay a one (\$1) dollar co-pay on each prescription. Prescriptions do not include over the counter drugs.
- (b) Employee to be provided with a drug card.
- (c) Vision care is three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses.
- (d) An eye examination up to a maximum of seventy-five dollars (\$75) per twenty-four (24) month period for each covered person.
- (e) Private/semi-private hospital coverage up to a maximum of one hundred and fifty dollars (\$150) per day.
- (f) Paramedical services (eg: chiropractor, chiropodist, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist, speech therapist and acupuncturists) reimbursed up to a maximum of forty dollars (\$40) per visit per practitioner to an annual maximum of five hundred dollars (\$500) per practitioner for each covered person once OHIP maximum is satisfied.
- (g) The purchase, repair or replacement (excluding replacement batteries) for hearing aids covered up to four hundred dollars (\$400) every thirty-six (36) months.
- (h) Orthopedic shoes specifically designed and constructed for you or your covered dependent and are prescribed by a chiropractor, podiatrist, chiropodist or physician, limited to one pair per person in any one calendar year, provided that the benefits for these expenses shall not exceed five hundred dollars (\$500).
- (i) Orthotics are covered at five hundred dollars (\$500) per calendar year, which are specifically designed and constructed for you or your covered dependent and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (j) Twenty-five percent (25%) of the cost of Apnea monitors prescribed for infants (Age 0-2 years old) who are considered to be at risk from Sudden Infant Death Syndrome, provided, if the monitors are approved under the Assistive Devices Program in Ontario.

- (k) Out-of-country/province medical coverage is ninety percent (90%) cost of emergency medical services up to the maximum allowed under the schedule of fees published by the OMA.
- (l) Coverage at ninety percent (90%) for smoking cessation products, with a one thousand dollar (\$1,000) lifetime maximum.

## **Life Insurance**

### Full-Time

- (a) Basic Life Insurance of one times (1X) the employee's annual base salary. Premiums are one hundred percent (100%) paid by the Employer.
- (b) Supplementary Life Insurance of one, two or three times (1, 2 or 3 X) annual base salary. Premiums are one hundred percent (100%) paid by the employee.
- (c) Dependant Life Insurance of five thousand dollars (\$5,000), ten thousand dollars (\$10,000) or fifteen thousand dollars (\$15,000) for employee's spouse and each dependant. Premiums are one hundred percent (100%) paid by the employee.

### Part-Time

- (a) Basic Life Insurance of twenty thousand dollars (\$20,000) Premiums payments are subject to provisions set in 38.05.

## **ARTICLE 39 - PENSION PLAN**

39.01 The Employer and Employees are required to participate in the Ontario Public Service Pension Plan in accordance with the terms of that Plan.

## **ARTICLE 40 - EMPLOYEE ASSISTANCE PLAN**

40.01 The Employer will continue to provide an Employee Assistance Program for employees and both parties will encourage employees to seek out support where they deem it appropriate.

## **ARTICLE 41 - EDUCATION REIMBURSEMENT**

41.01 Employees in the bargaining unit will be provided with access to the Employer's Education Reimbursement Program on the same terms and

conditions as established by the Employer's Policy, as may be amended from time to time.

## **ARTICLE 42 - LEAVE FOR UNION BUSINESS**

42.01 Employees shall be entitled to receive leave without pay for Union business as set out below unless otherwise stipulated herein or elsewhere in this Agreement. Where leave without pay is granted, the Employees shall suffer no loss of pay during such leave and PSAC will reimburse the Employer for these costs within the standard OLG Accounts Receivable terms. Where repayments are in arrears of one hundred and twenty (120) days, no further leaves will be provided. Employees shall suffer no loss of seniority for time spent in 42.01.

- (a) PSAC Meetings, Conferences and Conventions - employees selected as delegates to PSAC meetings, conferences, and conventions of the Union (including the Canadian Labour Congress, provincial Federation of Labour, and Labour Councils).
- (b) Union Training - The Employer will grant leave without pay to a reasonable number of employees to undertake union training.
- (c) Such a request must be made at least two (2) weeks prior to the requested starting date of the leave.
- (d) Scope of Leaves – The leaves above will be granted to up to three (3) employees at any one time, subject to operational requirements, and will be allowed for up to a total of thirty (30) cumulative days per calendar year.

### 42.02 Negotiating Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee of up to three (3) members. The Negotiating Committee shall suffer no loss of pay for time spent in negotiations up to and including Conciliation. PSAC will reimburse the Employer for these costs within the standard OLG Accounts Receivable terms. Employees shall suffer no loss of seniority for time spent in 42.02 (a).
- (b) Upon the provision of as much notice as possible and as far in advance as reasonably possible, the Negotiating Committee will be granted leave on the terms of 42.02 (a) for caucus and preparation time.

#### 42.03 Arbitration and/or Ontario Labour Relations Board

The Employer shall grant leave with pay to an employee called by the Employer or leave without pay to an employee called by the Union to testify before an Arbitrator or the Ontario Labour Relations Board.

#### 42.04 PSAC Executive Committee

When an employee is elected to a full-time position with PSAC, the Employer shall, upon six (6) weeks' written notice (or a lesser amount where that is all that is possible but in no case less than three (3) weeks), grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to three (3) years. During this time period, the employee may, upon four (4) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.

### **ARTICLE 43 - OBSERVANCE OF NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE**

43.01 While it is understood by both the Employer and the Union that many areas of the Employer's operation cannot be abruptly ceased (including but not limited to Slots, and any employees handling money and/or chips), where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the Day of Remembrance for Women Victims of Violence. Employees will be allowed to wear a poppy on November 11th and a public announcement will be made.

### **ARTICLE 44 - DURATION**

44.01 The parties agree that the stated term of this Collective Agreement shall be from May 18, 2011 until January 1, 2014.

44.02 The effective date of all provisions or terms of this first collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification unless otherwise agreed.

44.03 Either party shall be entitled to give notice in writing to the other party as provided in the *Ontario Labour Relations Act* of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry of the date of the Agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

For the Union:

For the Employer:

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**SCHEDULE A – WAGE RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>START RATE</u></b> <b><u>80%</u></b>	<b><u>6 MONTH RATE</u></b> <b><u>90%</u></b>	<b><u>JOB RATE (1 YR.)</u></b> <b><u>100%</u></b>
Slot Attendant	13.64	15.35	17.05
Slot Technician	16.84	18.95	21.05
Senior Technician	19.24	21.65	24.05
Cage and Coin Cashier	14.84	16.70	18.55
Count Attendant	14.84	16.70	18.55
Players Services Representative	15.64	17.60	19.55
Gift Shop Attendant	13.64	15.35	17.05
Valet	11.64	13.10	14.55
Shuttle Bus Driver	13.64	15.35	17.05
Housekeeper	13.64	15.35	17.05

## **SCHEDULE B – CONTRACT EMPLOYEES**

Contract Employees under this Collective Agreement means an employee who is hired under this Schedule on a full time or part-time basis for a specified period of time for the purpose of replacing permanent employees who are on leave with or without pay or filling temporary vacancies or roles where there is no expectation of ongoing employment.

Contract Employees will work on a defined term or task contract under the Employment Standards Act, with employment ending as defined by the contract, and will only be covered by this Agreement as expressly set out below.

Prior to hiring a Contract Employee to fill a full time position, a part-time employee will first be offered the right to replace a full time employee on any authorized leave of absence expected to last longer than thirty (30) days in duration.

When Contract Employees have completed their probationary period, as per Article 20, they shall then be eligible to apply for internal job postings.

Where a contract employee posts to a new classification he or she will serve a probationary period for the thirty (30) calendar days (as provided in 19.09).

Contract employees will be covered by Article 1 (Purpose), Article 2 (Management Rights), Article 7 (Dues Check Off/Union Security), Article 8 (Union Representation), Article 12 (No Harassment/ No Discrimination), Article 15(Health and Safety), Article 26 (Employee File), Article 29 (Attendance Management Program), and Article 30 (Designated Holidays). The grievance and arbitration provisions of the Agreement apply as if they were probationary employees under the Agreement.

The Union will be provided with a list of all Contract Employees with term dates following AGCO registration notification.

Contract employee numbers and usage will be reviewed annually at Labour Management meetings.



## **LETTER OF UNDERSTANDING #1 – EMPLOYEE PURCHASE/DISCOUNT PROGRAMS**

During the life of this Agreement, employees in the bargaining unit will be provided with access to the following on the same basis, including terms and conditions, as established for all other non-unionized hourly direct gaming employees at OLG:

- Perkopolis;
- Soft Moc Membership Discount;
- Hakim Preferred Corporation Discount;
- Goodlife Fitness Discount;
  
- CAA;

In addition, should other discount purchase programs be introduced to all other non-unionized hourly direct gaming employees at OLG during the life of this collective agreement, the members of this bargaining unit will be eligible to participate on the same basis, including terms and conditions.

## **LETTER OF UNDERSTANDING #2 – INCLEMENT WEATHER**

The Employer recognizes that in the event of absences and lateness during inclement weather, it must consider the explanations and weather circumstances prior to imposing any attendance notation.

## **LETTER OF UNDERSTANDING #3 – 32-HOUR WORK WEEK**

The parties recognize that there are existing full-time employees at OLG Slots at Rideau Carleton Raceway who have entered into an agreement whereby they have elected, and been approved for, a 32-hour work week. The terms of that agreement impact eligibility for a variety of programs and leaves, including pension, vacation and sick benefits. These employees remain bound to the terms of that agreement and it is agreed that the terms of that agreement supersede any provisions of this collective agreement that conflict with the terms of 32-hour work week agreement.

#### **LETTER OF UNDERSTANDING #4 – FT/PT COMPLEMENT**

In negotiations, the parties discussed the operational needs of the Slot facility and the difficulties of scheduling and managing in an operation with changing patron counts. It was discussed that full-time employment and part-time employment should each be used where appropriate and noted that there should be a preference for the creation of full-time employment where there is a regular and consistent schedule of full-time work available to be performed.

OLG Slots at Rideau Carleton Raceway Management Representatives and Local Officers shall meet twice per year to discuss the full-time and part-time complement. While the Employer is open to discussing staffing with the Union, and is committed to identifying and filling full-time positions when feasible, the Employer retains the right to make the final determination on staffing complements in accordance with the provision of the Agreement.

#### **LETTER OF UNDERSTANDING #5 – HOUSEKEEPING GRATUITIES**

The parties are agreed that Housekeeping staff contributions are an integral part of the success of OLG Slots at Rideau Carleton Raceway.

Within 30 days of ratification of this Agreement, the Employer and the Union will meet to determine whether tip pouches will be supplied to all Housekeeping staff or whether tip boxes for Housekeeping staff will be placed in appropriate locations at OLG Slots at Rideau Carleton Raceway.

It is understood that Article 35 will apply to this Letter of Understanding and that the selected option will be implemented no later than 60 days after ratification of the Agreement.

#### **LETTER OF UNDERSTANDING #6 – PART-TIME LIEU**

The parties agree that until such time as the OLG may introduce any paid sick time or paid leave for other reasons for part-time employees, part-time employees will be able to carry up to three days (24 hours) of earned lieu time.

This paid lieu time will be managed in the same manner as full-time lieu banks are managed.

## **LETTER OF UNDERSTANDING #7 – SCHEDULING COMMITTEES**

The Employer agrees that a schedule that is supported by the employees who work it is the best business practice. The Union acknowledges that scheduling is complex and impacts employees in individual ways.

The parties will establish Departmental Scheduling Committees within sixty (60) days of ratification for each department and with an equal number of members selected by both parties. At a minimum, there will be one (1) Union appointed full-time employee and one (1) Union appointed part-time employee for each Committee.

The Committees may review the schedules annually if necessary or more frequently if required by the Employer or the Union. The Employer retains the right to make the final determination on scheduling in accordance with the provisions of this Agreement and operational requirements.