

Appendix B

NOTICE OF AGREEMENT

This serves to confirm that the Union and the Employer reached agreement on a tentative collective agreement at:

5:10pm, on the 24th day of March ,2013.

For the Union

For the Employer

Appendix C

MEMORANDUM OF SETTLEMENT
Between
The Provincial Lottery Corporation (The Employer)
and
the Gaming Employees Union Local 1 (The Union)

The parties agree, subject to ratification, that the previous collective agreement which expired on March 28th, 2013 shall be continued subject to the following amendments.

The term of the agreement shall be effective from March 28th, 2013 to March 28th, 2016.

Highlights of Agreement:

1. *Minimized incremental wage increase to 2% in the second year and 3% in the third year;*
2. *Reduced internal job postings period from 7 days to 3 days;*
3. *Responsibility for collecting Union dues has been shifted to the Union;*
4. *Revised steps in the Grievance procedure.*
5. *Keeping the term to 3 years.*

The parties agree to unanimously recommend this Memorandum of Settlement to ensure that their principals will ratify and approve this tentative agreement.

Dated the 24th day of March, 2013

Language Change Sign Off Sheet

Date: March 24th, 2013

The parties agree to the following change to the collective agreement.

Article 2 – Union Security

Omit clause 2.02. Revise clause 2.01 as follows:

2.01 ***The union shall collect union dues from*** each employee in the bargaining unit.

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 5 - Discipline

Revise clause 5.01 and 5.02 as follows:

5.01 The employer shall have the right to discipline employee for just cause ***and must be issued with a written notice. An explanation along with a formal meeting in the presence of a union representative can be requested within 14 calendar days.***

5.02 Any employee who has a disciplinary record placed on their personnel file may request in writing the removal of the record if ***18 months*** have passed since the disciplinary record was issued and no other subsequent disciplinary records have been issued.

Append clause 5.03 as follows:

5.03 The employer agrees that an employee cannot be disciplined solely for failure to perform his/her duties due to sudden serious sickness provided there is sufficient notice to management.

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 24th, 2013

The parties agree to the following change to the collective agreement.

Article 8 – Grievance Procedure

Omit clause 8.04. Revise clause 8.01 Step IV and V as follows:

8.01 ***Step IV - If a settlement is not reached, voluntary mediation can be pursued. If either party is opposed to mediation, the grievance may be advanced to Step V. Both parties will be referred to a neutral mediator trained to help both parties work out their own solutions to problems. If the grievance is not settled at this stage, it may be advanced to Step V.***

Step V- If a settlement is not reached, the union or the employer, in the case of an employer grievance, may refer the grievance to an arbitration board by providing the other party notice in writing within 14 calendar days of receiving the written response at Step III. The notice shall contain a statement of the grievance and the name of the party's appointee to the arbitration board. The recipient of the notice shall within 14 calendar days inform the other party of the name of its appointee to the arbitration board. The two appointees shall within 14 calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. ***Time frames for submitting the grievance to an arbitration board are directory and not mandatory.***

Append clause 8.07 as follows:

8.07 Any grievance regarding dismissals shall directly start at Step III of the grievance procedure

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 24th, 2013

The parties agree to the following change to the collective agreement.

Article 10 - Seniority

Revise clause 10.04 as follows:

10.04 If two or more employees have the same start date, the order of their seniority shall be determined by ***the cumulative hours worked in the previous calendar year. The employee that has worked more hours will be deemed to have the most seniority.***

Append clause 10.05 as follows:

10.05 Temporary shift supervisors can accumulate seniority. (View Article 2)

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 11- Job Posting

Revise clause 11.01, 11.02, 11.03 and 11.04 as follows:

- 11.01 All vacant jobs shall be posted internally for three calendar days. ***When notice of an upcoming vacancy is given to management, that position shall be posted internally for seven calendar days before external posting is permitted.***
- 11.02 ***All new positions shall be posted for seven calendar days internally before external posting is permitted.*** The notice shall specify the knowledge, skill, and ability required for the position. ***A job description will be included with the posting.***
- 11.03 Applications for posted positions ***may be submitted to the employer until the position is filled.***
- 11.04 An employee who accepts a new position shall be on a trial period of three months. Subject to satisfactory performance the position shall become permanent after the trial period of three months. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds he or she is unable to perform the duties of the new position, he or she shall be returned to his or her former position, at his or her former salary. An employee found to be unsuitable may grieve the decision commencing at Step **IV** of the grievance procedure. ***Grievances are arbitrable.*** Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his or her former position at the former salary. A newly hired employee could be released.

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 13 - Severance

Append clause 13.02 as follows:

13.02 When an employee is laid-off they have the right to give up their recall rights and claim severance pay in accordance with article 13.01

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 14 - Uniforms

Revise clause 14.02 as follows:

14.02 ***Employer will pay for uniforms granted that old uniforms are upon receipt of the new.***

Append clause 14.04 as follows:

14.04 Uniforms are not to be worn off duty.

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 17 - Bereavement

Revise clause 17.01 as follows:

17.01 Employees shall be entitled to a maximum of ***ten days' unpaid leave*** in the event of the death of a family member. Family members include: a spouse, common-law spouse, parent, ***stepparent or foster parent***, child, ***stepchild or foster child***, brother or sister, father-in-law or mother-in-law, Grandparent, ***step-grandparent***, grandchild ***or step-grandchild, and a relative of the employee who is dependent on the employee for care or assistance.***

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 24th, 2013

The parties agree to the following change to the collective agreement.

Article 27 - Contracting out

Revise clause 27.01 as follows:

27.01 ***There will be a ban on contracting out during the period of collective agreement.
This is to protect union members' rights and to show good faith.***

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 29 - Wages

Revise clause 29.01 as follows:

29.01 The wages for the first year of the agreement are set out in Schedule A. In the second year of the agreement, wages will be increased by 2 percent. In the third year, wages will be increased by 3 percent over the level in year two.

For the Employer

For the Union

Language Change Sign Off Sheet

Date: March 21st, 2013

The parties agree to the following change to the collective agreement.

Article 30 - Duration of Agreement

Revise clause 30.01 as follows:

30.01 In accordance with COLA, **this agreement shall be effective for 3 years, from March 28, 2013 to March 28, 2016.**

For the Employer

For the Union