

COLLECTIVE AGREEMENT

between the

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
and its Local 278**

and

COMPLEX SERVICES INC.

c.o.b. Casino Niagara

Expiry: March 31, 2006

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein, within the context of providing the highest level of service and value to customers and recognizing the paramount importance of integrity and security in an industry where all involved must be regulated, licenced or registered by the Alcohol and Gaming Commission of Ontario (AGCO).

ARTICLE 2 - RECOGNITION

- 2.01 In accordance with the provisions of the *Ontario Labour Relations Act 1995*, the Ontario Public Service Employees Union is recognized as the bargaining agent for all Security Associates employed by Complex Services Inc., carrying on business as Casino Niagara in the City of Niagara Falls, save and except Security Shift Supervisors and persons above the rank of Security Shift Supervisor.

2.02 Shift Supervisors

- (a) With the employee's agreement, he or she may be asked to fill the role of Shift Supervisor on a temporary basis. The employee will not lose any seniority under this agreement while working outside the bargaining unit in this capacity.
- (b) It is agreed that where an employee has agreed to act outside the bargaining unit as a Shift Supervisor the Employer will ensure that this person is identifiable as a Supervisor to employees in the bargaining unit.

ARTICLE 3 – NO HARASSMENT / DISCRIMINATION

- 3.01 The Employer, Union and employees agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by their representatives because of membership or non-membership in the Union, or because of activity or lack of activity in the Union.

3.02 The Employer, Union and employees agree that they all have rights and obligations under the *Ontario Human Rights Code*.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the operation by the Employer and direction of the working forces are fixed with 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 by the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and to suspend, discharge or otherwise discipline employees for cause in accordance with this agreement subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) discipline or discharge probationary employees, provided such action is not motivated solely by bad faith and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure set out in this Agreement, except where such bad faith can be proven;
- (d) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the schedules of work, to make studies of and to institute changes in jobs and job assignments and job classifications, the extension, limitation, curtailment or cessation of operations;
- (e) make, enforce, and alter from time to time reasonable policies, rules and regulations to be observed by the employees, which policies, rules and regulations shall not be inconsistent with the provisions of this collective agreement. All changes in human resources and

employment related policies, rules and regulations must first be provided to the Union prior to implementation;

- (f) have jurisdiction over all operations, buildings, facilities and equipment and all decisions related to same;
- (g) generally manage and operate the activities of the Employer.

ARTICLE 5 - DUES DEDUCTION

- 5.01 The Employer shall deduct from each regular pay of each employee, starting with the pay period nearest to the date of ratification of this agreement, an amount equivalent to such Union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct Union dues from any retroactive wage payments, where expressly requested in writing and in advance by the Union. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, Toronto, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and addresses of those employees for whom deductions have been made. The list shall clearly indicate changes in employment status (full-time to/from part-time) and unpaid leaves of absence.
- 5.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.03 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 four (4) weeks of notice prior to a change in dues becoming effective.
- 5.04 The Union 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.

ARTICLE 6 - UNION REPRESENTATION

6.01 Union Stewards

- (a) The Union may elect Union Stewards from among the non-probationary employees in the bargaining unit. The Employer agrees to recognize two (2) of these Stewards on each shift.
- (b) The duty and obligation of the Stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement, and to attend at required grievance meetings.
- (c) The Union will inform the Employer, in writing, of the names of the Stewards and of any changes in Stewards following an election. The Employer will recognize such Stewards upon receipt of notification from the Union.
- (d) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. Stewards may not leave their regular duties without notifying and receiving permission from their immediate supervisor. Given the requirements of security, it is understood that consent to leave regular duties will only be sought where necessary and then such permission shall not be unreasonably withheld. Upon return to regular duties, the Steward is required to report back to the immediate Supervisor.
- (e) Representation activities under this Article are carried out without loss of pay except where indicated otherwise, but it is understood that meetings may be scheduled to reduce operational impact.

6.02 Negotiating Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee, comprised of a Union staff person and up to five (5) employees who shall be elected from amongst the non-probationary employees in the bargaining unit for the purpose of negotiating the renewal of the Agreement.

- (b) Upon the provision of at least two (2) weeks of notice and as far in advance as reasonably possible, the Negotiating Committee will be granted unpaid leaves of absence for negotiating days and for reasonable caucus and preparation time.

6.03 Local Union President

The Local Union President, or bargaining unit designate where the Local President is not in the bargaining unit, shall be granted a leave of absence without loss of pay on the following basis:

- (a) only the Local President or designate shall be granted such leave;
- (b) the leave shall be taken at a time pre-arranged with the Shift Manager;
- (c) to conduct the duties of a Steward and to attend at scheduled meetings with the Employer concerning the administration of the collective agreement;

It is understood that where the Local President is an employee of another Employer, the Employer will not be required to deal with him or her.

6.04 Employer-Employee Committee

- (a) A Committee will be established comprised with three (3) employees from the bargaining unit, the Local Union President or unit designate, the Director of Security and up to three (3) other Employer representatives. The employee representatives will include both full-time and part-time employees and one (1) employee member will have less than one (1) year of service.
- (b) The Committee will meet quarterly, or at such time as is otherwise agreed upon mutually. Employees shall suffer no loss of pay for time spent attending meetings of the Committee.
- (c) The purpose of the Committee shall be to discuss operational and departmental issues arising from the administration of the collective

agreement and the Committee shall not have the power to amend, alter or modify the collective agreement.

6.05 OPSEU 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.

6.06 Orientation

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The employee will be given a copy of the collective agreement.

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

7.01 (a) The Employer, the Union and the employees understand and agree that they all have rights and obligations under the *Occupational Health and Safety Act*.

(b) The Employer, the Union and the employees understand and agree that they must take reasonable precautions to ensure the safety of all employees at work.

7.02 (a) The Employer will provide all safety clothing and equipment that it requires an employee to wear or use.

(b) The Employer will pay for any air quality and noise testing that it requires and report the results to members of the JHSC.

7.03 Joint Health and Safety Committee (JHSC)

The Employer will have a Joint Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act*. The Committee shall include at least one (1) worker representative selected by the Union from amongst the employees in the bargaining unit, and worker representatives shall suffer no loss of pay for attendance at such meetings.

7.04 Modified Work

The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based on medical limitations to ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation.

ARTICLE 8 - NO STRIKE OR LOCK-OUTS

8.01 For the duration of this agreement, there shall be no strikes or lock-outs, as defined and provided in the *Ontario Labour Relations Act, 1995*.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Any dispute involving the application, interpretation, administration, or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

9.02 For the purposes of this Article, reference to “days” shall mean calendar days including non-working days and paid holidays.

9.03 Time limits referred to in this Article are mandatory, but may be extended by mutual agreement. Where there is a basis for the request to extend time limits and where the request is made in writing in advance of the expiry of the time limits, consent to a brief extension will not be unreasonably withheld.

9.04 Where no response has been given within the time limit specified, the grievance may be submitted to the next step of the procedure within the requisite time frame specified.

9.05 A Union Steward shall be present at all grievance step meetings following the filing of a grievance under this Article and, if the employee so chooses, the Union representative will act only as a silent witness.

- 9.06 (a) Meetings involving grievances shall be at times mutually agreed to and a grievor who attends such a meeting during normally scheduled working time shall not suffer any loss of pay for time spent at such a meeting.
- (b) Where it is mutually agreed that another employee ought to attend at such a meeting, that person will not suffer any loss of pay for time spent at such a meeting

9.07 Discipline or discharge of a probationary employee is not subject to the grievance or arbitration procedure, except where the action is motivated solely by bad faith on the part of the Employer. This constitutes a lesser standard for the purposes of the *Ontario Labour Relations Act*, and the parties agree that no arbitrator will have the remedial authority to reinstate a probationary employee save and except where there is jurisdiction for reinstatement under the *Employment Standards Act*, *Occupational Health and Safety Act* or the *Ontario Human Rights Code*.

9.08 (a) Complaint Step

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible. It is understood that an employee has no grievance until s/he has first given his/her immediate supervisor the opportunity of resolving his/her complaint. If an employee has a complaint s/he shall first discuss it with his/her immediate supervisor within five (5) days of when the employee became aware or ought reasonably to have become aware that the circumstances giving rise to the complaint occurred. The Supervisor shall give his/her response to the complaint to the employee within four (4) days and, failing settlement or a response, it may be taken up as a grievance within a further five (5) days in the following manner and sequence:

(b) Step 1

The employee may file a grievance in writing with the Security Manager or designate. The written grievance, signed by the employee, shall be on a grievance form and shall fully state the Articles of this agreement breached, the events on which the

grievance is based and the re-dress sought. The Security Manager shall give the grievor his/her decision in writing within seven (7) days of the presentation of the grievance.

(c) Step 2

Failing settlement or a response at Step 1, the grievance may be submitted in writing within seven (7) days to the Security Director or designate. The Security Director or designate may hold a meeting within the next seven (7) days and will deliver his/her decision in writing to the employee within seven (7) days following the date of the meeting, and in no case shall the decision be more than fourteen (14) days following the date of submission.

(d) Step 3

Failing settlement or a response at Step 2, the grievance may be submitted in writing within seven (7) days to the Executive Director of Human Resources or his/her designate. The Executive Director of Human Resources or his/her designate will hold a meeting within the next seven (7) days and will deliver his or her decision in writing within seven (7) days of the meeting.

9.09 Policy / Group Grievances

Where either party has a dispute involving a question of general application or interpretation, it may be submitted at Step 2 of the grievance procedure within ten (10) days of when the party became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred. This shall also apply to a group grievance, which shall be signed by all of the individual grievors affected. New names may only be added to the group grievance up to Step 2 of the grievance procedure.

9.10 Arbitration

Failing settlement or a response at Step 3, the grievor may submit the grievance to arbitration as set out in Article 10 – Arbitration.

ARTICLE 10 - ARBITRATION

10.01 Where a grievance, which has not been resolved through the grievance procedure, is referred to arbitration, the provisions of this Article shall apply. The grievance procedure shall not be by-passed and no matter shall proceed to arbitration that has not first been properly and fully processed through that procedure and only where notice of intent to arbitrate has been given in writing within ten (10) days of the response to Step 3 in the grievance procedure.

10.02 Board of Arbitration ("Board")

- (a) The party wishing to submit a grievance to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by either a Board of Arbitration or a single Arbitrator. The recipient of the notice shall inform the other party within seven (7) 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 shall use a Board of Arbitration pursuant to the following procedure.
- (b) Within ten (10) days after the use of a Board is confirmed each party shall respond to the other by indicating the name and address of its nominee to the Board.
- (c) The two nominees shall, within seven (7) days after the receipt of the appointment of the second of them, appoint a third person who shall be the chairperson of the Board.
- (d) If either party fails to name a nominee, or 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, 1995*.
- (e) 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.
- (f) No person may be appointed to the Board who has been involved in an attempt to negotiate or settle the grievance.

- (g) 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.
- (h) 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.

10.03 Single Arbitrator

- (a) As provided in Article 10.02, the parties may agree to substitute a single Arbitrator to hear the matter in dispute instead of a Board of Arbitration. If so, the process shall be followed as above in 10.02 with the role of the nominees in the appointment process being undertaken by the Union and the Employer directly.
- (b) The parties will equally share the fees and expenses of the Arbitrator.
- (c) A single Arbitrator has the same authority as a Board of Arbitration, as set out in this Article.

10.04 Expedited Arbitration

The parties may also agree to apply for expedited arbitration or consensual mediation-arbitration under the provisions of *Ontario Labour Relations Act, 1995*, provided that the grievance procedure shall not be by-passed and no matter shall proceed to arbitration that has not been properly and fully processed through that procedure, and provided the referring party first makes some attempt to find a mutually agreeable date and arbitrator.

10.05 In this Article, it is understood and agreed that any employee who is summonsed or subpoenaed and whose attendance is required at arbitration hearings, and who provides five (5) days of notice, shall receive permission to be absent from work without loss of pay. An employee who is summonsed or

subpoenaed to attend, and who does so with pay from the Employer, shall remit to the Employer any appearance fees or conduct monies so received.

10.06 Time limits referred to in this Article may be extended by mutual agreement, if specified in writing.

10.07 In this Article, "days" shall include all days inclusive of non-working days and paid holidays.

ARTICLE 11 – DISCIPLINE, SUSPENSION OR DISMISSAL

11.01 (a) When an employee is called to a meeting by the Employer where discipline will be imposed, the employee will be informed of the right to have a Union Steward present. The interview will not proceed until a Union representative is present and this provision is mandatory.

(b) Where discipline is sent to an absent employee by letter rather than in person, the Union will be provided with a copy of the letter.

11.02 It is acknowledged that there is a labour relations concept of progressive discipline and the doctrine of the culminating incident which govern many disciplinary responses. It is understood, however, that the Employer reserves the right to impose discipline it deems as appropriate in the circumstances.

11.03 (a) Where an employee maintains a discipline-free record 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.

(b) Serious misconduct includes but is not limited to:

(i) material and detrimental breach of confidentiality;

(ii) breach of the conflict of interest policy;

(iii) a breach of the *Ontario Human Rights Code*;

- (iv) being under the influence of, or the use or possession during regular working hours of alcoholic beverages or non-prescription drugs;
- (v) violence in the workplace;
- (vi) swearing directed at a customer, co-worker or supervisor;
- (vii) possession of a weapon or explosive device on any Casino Niagara premises; or
- (viii) threatening or intimidating any employee or customer of the Employer

11.04 Discipline under the attendance policy will not be considered for the purposes of the “discipline-free record” under Article 11.03, except as it relates to any other attendance discipline.

11.05 (a) Certain offences are of such gravity and importance that they shall be deemed to justify immediate discharge. Where the dismissal of an employee is made the subject of a grievance which proceeds to arbitration and the dismissal is for one or more of these serious offences, the Employer shall only be required to establish that the employee committed the offence. If it is established 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.

The offences subject to the procedure outlined in this paragraph are:

- (i) material breach of AGCO regulations;
- (ii) revocation of AGCO registration;
- (iii) theft;
- (iv) misappropriation of funds, embezzlement, or any other fraudulent actions;
- (v) intentional damage, destruction, or sabotage of Employer or customer property; or
- (vi) violating any Federal, provincial, or local law while on or off duty which reflects unfavourably on the Employer's reputation,

or which causes disrepute to the Employer or the Province of Ontario.

(vii) an employee's absence from work for two (2) days in a rolling twelve (12) month period without speaking in advance with their immediate supervisor, except where a reason satisfactory to the Employer is provided both for the absence and for the inability to have the Employer contacted.

(b) The Employer may impose a disciplinary penalty short of discharge for an offence listed above, in light of the specific circumstances of the case. 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.

11.06 In circumstances where discipline is being grieved, the Employer will permit the affected employee and Union representative to review, at Step 2 or 3, 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.

11.07 Discipline or discharge of a probationary employee is not subject to the grievance or arbitration procedure, except where the action is motivated solely by bad faith on the part of the Employer. This constitutes a lesser standard for the purposes of the *Ontario Labour Relations Act*.

ARTICLE 12 - SENIORITY

12.01 (a) "Seniority", as referred to in this agreement, shall mean length of continuous service in the bargaining unit from the last date of hire into current status/position within the bargaining unit.

(b) "Service", as referred to in this agreement, shall mean length of employment with the Employer from the date of last hire.

(c) Full-time and part-time employees shall accrue seniority on the basis of duration of employment in his/her current status/position since last date of hire into the status/position.

(d) Seniority under this collective agreement has no application elsewhere in the Casino.

12.02 The Employer will maintain two seniority lists, one for non-probationary part-time employees and one for non-probationary full-time employees. The lists shall be in seniority sequence and will indicate name, service date and seniority accrued. The lists shall be updated and posted annually, and a copy of the lists shall be supplied to the Union at the time of posting.

12.03 Where an employee moves from part-time to full-time status, or vice-versa, she/he shall be placed at the bottom of the appropriate seniority list, but shall retain the accrued service attained at the date of the move.

12.04 Probation

Employees will be probationary employees for the greater of either the first ninety (90) calendar days or forty-five (45) days worked within the bargaining unit, or such greater period as is agreed upon by the parties, and will then be awarded seniority back to the date of hire.

12.05 (a) Seniority dates will be maintained and seniority will continue to accrue during any pregnancy or parental leave, WSIB or disability leave and other approved leaves of absence under this Agreement.

(b) Should an employee accept a posting for a temporary period outside of the bargaining unit but still within the employ of the Casino, his or her accrued seniority in the bargaining unit will be frozen for that period, and will resume accrual upon return to the bargaining unit.

12.06 Loss of Seniority and Termination of Employment

Seniority will be lost and employment terminated where an employee:

(a) voluntarily resigns; or

(b) retires or is retired under a mandatory retirement policy; or

(c) is dismissed and is not reinstated; or

- (d) fails to report to work at the expiration of a leave of absence except where a reason satisfactory to the Employer is provided in advance of the expiration of the leave, or works elsewhere without authorization while on a leave of absence; or
- (e) is recalled and refuses the recall, foregoes recall rights or is recalled and does not return to work within seven (7) days of the notice of recall; or
- (f) is absent from work for more than three (3) consecutive working days except where a reason satisfactory to the Employer is provided for the absence; or
- (g) is laid off for a period in excess of twelve (12) months

ARTICLE 13- POSTING OF VACANCIES

- 13.01 Where there is a position vacancy in the bargaining unit's permanent full-time ranks which the Employer intends to fill, the Employer will post and fill the vacancy according to the procedures in this Article.
- 13.02 Postings shall be placed on all Casino bulletin boards, and shall clearly indicate the deadline date for 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 date of posting.
- 13.03 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. At that time, the employer may consider applicants from outside the bargaining unit.
- 13.04 (a) After the deadline for applications has passed, the Employer may schedule and arrange tests and interviews. Tests will be in writing with standardized questions and answers with predetermined values. The tests will be based on the security manual, security procedures and general knowledge of the Casino and gaming industry. Where a part-time applicant has been tested within the past ninety (90) days,

he/she will not be required to undergo further testing, but may request to do so if he/she believes it would be to his/her advantage.

- (b) Employees will be considered for the vacancy based upon the following criteria:

skill, knowledge, qualifications and ability, including a review of work experience, work performance, training, registration status, education and disciplinary record.

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

ARTICLE 14 - LAYOFF

14.01 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 (72) hours notice of layoff to the affected employees and to the Union and, if requested, will meet with the EEC during the notice period.

14.02 Should it become necessary to reduce the workforce, the following will apply:

- (a) probationary employees will be laid off first
- (b) remaining part-time employees are subject to layoff second
- (c) full-time employees are subject to layoff last.

14.03 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.

14.04 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*.

14.05 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twelve (12) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled in reverse order of layoff.
- (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. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) No new employees will be hired into the bargaining unit until those employees on the recall list have been offered the opportunity of such recall.
- (e) Notice of recall shall be sent by courier to the employee's last known address and shall be deemed delivered on the following business day. It shall be the employee's responsibility to keep the Employer advised of his/her current address at all times.

14.06 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) days required for filing of all grievances.

ARTICLE 15 - HOURS OF WORK

15.01 (a) The normal hours of work for all full-time employees shall be eight (8) hours per day and forty (40) hours per week as established by departmental schedules of work except where such longer or shorter regular shift schedule is established in accordance with a negotiated work week arrangement.

- (b) All full-time employees will be scheduled at least forty eight (48) consecutive hours off work in every work week except where in those instances there is a need for additional security employees and there are no available non-overtime employees.
- (c) Part-time employees will be scheduled in shifts of variable length, with eight (8) hours being the most common shift duration. Part-timers are required to be available up to twenty four (24) hours per week, although this is not a guarantee of hours. Part time employees may pick up extra shifts where operational needs require.

15.02 It is understood that there will be a minimum of eleven (11) hours free from performing work in each day unless otherwise agreed to by the employee or to address an emergency, unforeseen circumstance or urgent work.

15.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.

15.04 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 or her regular rate.

15.05 Scheduling

A monthly shift schedule for full-time employees will be posted at least one (1) week prior to the commencement of the shift rotation, and changes to the schedule shall be made seventy-two (72) hours in advance except where circumstances outside the control of the Casino dictate.

15.06 Part-time employees will maintain contact with the Security Manager or designate in charge of scheduling. The Manager will indicate which shifts are available for work and will assign shifts in discussion with the employee. Otherwise, part-time employees will be scheduled as required. Part-time employees may review the working schedule to see which shifts are available

and/or assigned. The weekly working schedule, which it is understood is subject to change as shifts become available and/or assigned, will be posted one (1) week in advance.

15.07 It is agreed and understood that part time employees shall be given at least two (2) hours notice of cancellation of a scheduled shift. In the event that less than two (2) hours notice is provided, the employee shall be paid for four (4) hours at the employee's regular rate.

15.08 Employees may submit shift exchange forms to the Shift Manager, signed by both employees involved, indicating a desire to switch shifts within the same pay period. The shift exchange will be granted where it is cost neutral, is in accordance with this agreement, does not give rise to any operational considerations and is in accordance with all applicable legislation.

15.09 Overtime

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

15.10 Overtime pay shall be paid in quarter-hour increments at the rate of one and one-half (1 ½) times the employees regular hourly rate in respect of all pre-authorized hours worked:

- (a) in excess of eight (8) hours worked per day, in the case of an employee assigned to eight (8) hour shifts, or in excess of such longer shift as the part-time employee may agree or a full-time employee may have pursuant to a negotiated work week agreement;
- (b) in excess of forty (40) hours worked per week or in excess of eighty (80) hours over a bi-weekly pay period pursuant to a negotiated work week agreement.

15.11 Overtime opportunities will be distributed by seniority among qualified and willing employees who are available to perform the work. Where there is no willing employee the most junior employee(s) will be assigned.

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

15.13 Employees will be required to remain on site and maintain radio contact during any unpaid meal period. Employees called back to work will be provided an alternate unpaid meal period. Where an employee is called back to work and no alternate unpaid meal period is practicable, they will be paid at their regular rate or, where applicable, at their overtime rate for time worked.

15.14 Call in pay

An off-duty full-time employee called in to work after completing his or her regular shall be paid a minimum of four (4) hours pay at the employee's regular rate of pay, or the applicable overtime rate.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 All leaves of absence must be requested using a Leave of Absence Request form.

16.02 An employee may maintain health and dental benefits (save and except disability benefits) during an approved leave if he or she arranges in advance to pay the cost of such benefits.

16.03 Personal Leave

(a) An unpaid personal leave of absence may be granted for a period over five (5) days and up to ninety (90) days in a twelve (12) month period for compelling reasons. The approval or denial of such leave will be based on the reasons for the request and operational considerations.

(b) Except in cases of emergency leave, such 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. PTO and any other lieu time or vacation entitlement must be used prior to any personal leave commencing.

- (c) 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.
- (d) 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.

16.04 Union Leave

- (a) When an employee who is elected or appointed to a full-time position with OPSEU, the Employer shall, upon four (4) weeks' written notice, grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to two (2) 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. This leave of absence is limited to one (1) employee during the life of the agreement.
- (b) The Employer shall, upon four (4) weeks' written notice grant a leave of absence without pay and without loss of seniority to an employee elected as an Executive Board Member to attend at Board meetings. This leave will not exceed ten (10) days in a calendar year. This leave of absence is limited to one (1) employee during the life of the agreement.

16.05 Bereavement Leave

- (a) In the event of a death in the immediate family, an employee who has completed his/her probationary period, will be granted up to three (3) normally scheduled days of work (excluding regular days off and holidays) leave of absence commencing with the date of death and concluding with the day of the funeral. Bereavement leave will be paid at the employee's regular straight time rate of pay and will be counted as emergency leave days under the Employment Standards Act and represent a greater right or benefit with respect thereto.

(b) Immediate family shall mean:

Parent	Sister/Brother	Grandchild
Parent-in-law	Sibling-in-law	Grandparent
Stepparent	Stepparent-in-law	Spouse/partner
Children/stepchild	Son/daughter-in-law	Legal guardian
Parent's spouse	Stepbrother/stepsister	Same sex partner.

(c) The Employer reserves the right to request reasonable proof of the bereavement.

16.06 Jury/Witness Duty

An employee who has completed his/her probationary period and who is called for jury duty or subpoenaed as a Crown witness in a civil or criminal proceeding 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, or equivalent, showing the amount of any fee received. It is agreed that this provision does not apply to arbitration proceedings. Compensation for jury/witness duty is based on the number of hours the employee would regularly have worked on the day(s) in question. For part-time employees whose weekly scheduled hours fluctuate, regularly scheduled working hours will be calculated based on the average hours worked over the thirteen (13) weeks prior to the jury/witness duty leave.

16.07 Pregnancy Leave

- (a) Pregnancy leave will be given as provided in the *Employment Standards Act* without loss of seniority or service.
- (b) The employee must give the Employer two (2) weeks' written notice of the date the leave is to begin.
- (c) If the employee does not specify the end date of the pregnancy leave, it will be assumed that she wishes to take the maximum leave in accordance with the *Employment Standards Act*. The employee must

give the Employer four (4) weeks' written notice of the date on which she intends to return.

16.08 Parental Leave

- (a) Parental leave will be given as provided in the *Employment Standards Act* without loss of seniority or service.
- (b) For a natural mother/employee, parental leave shall commence when pregnancy leave ends. For a father/employee or an adoptive parent/employee, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care or control of the parent/employee.
- (c) Parental leave must be taken all at one time.
- (d) The employee must give the Employer two (2) weeks' written notice of the date the leave is to begin as well as complete a Request for Leave of Absence Form. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with the *Employment Standards Act*.

16.09 Military Leave

An employee who is an active member of a Canadian Reserve Status Militia Unit will be granted an unconditional leave of absence to fulfil his/her military obligation if he/she is called into Active Military Status, providing 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.

16.10 It is agreed and understood that all leaves of absence under this Agreement, 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.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17.01 The Employer undertakes to notify the Union in advance, so far as is practicable, of any technological changes which the Employer has decided to introduce which will result in the layoff of an employee within the bargaining unit.
- 17.02 Where such notification is practicable, the Employer agrees to discuss with the Union and to consider practical ways and means of minimizing the adverse effect upon employees concerned.

ARTICLE 18 - PERSONNEL FILE ACCESS

- 18.01 An active employee, during the course of his/her employment, shall have a right once per year to examine all documents in his/her personnel file. Examination of such a file shall occur at a time convenient to the Employer and the employee, following submission of a written request from the employee in the form required by the Employer. The review will take place in the presence of a management representative.

ARTICLE 19 - DEFINITIONS

- 19.01 In this collective agreement, the following definitions apply:
- (a) unless otherwise noted, "day" means a calendar day
 - (b) "dependent" means members of the immediate family including:
 - (i) a spouse;
 - (ii) unmarried natural, adopted, step-children or foster children, who:
 - (a) is under 21 and entirely dependent on the member for maintenance and support; or

(b) under age 25 if a full-time student at College or University;
or

(c) physically or mentally incapable of self support and became incapable to that extent while entirely dependent on the member for maintenance and support while eligible under (a) or (b) above.

(c) "spouse" means either of two persons (including those in same-sex spouse relationships) who:

(i) are legally married to each other; or

(ii) have cohabitated for a period of not less than twelve (12) months in a conjugal relationship outside marriage; and

(iii) must reside in Canada to be eligible for benefits; and

(iv) only one person may be recognized as a spouse.

ARTICLE 20 - WAGES

20.01 The hourly wages for employees in the bargaining unit are as set out below.

Effective date of ratification:

Probationary rate	(new hire @ 80%)	\$ 13.88
Rate after Probation	(@ 90%)	\$ 15.62
Job Rate	(1 year @ 100%)	\$ 17.35

Effective April 1, 2003:

Probationary rate	\$ 14.28
Rate after Probation	\$ 16.07
Job Rate	\$ 17.85

Effective April 1, 2004:

Probationary rate	\$ 14.68
Rate after Probation	\$ 16.52
Job Rate	\$ 18.35

Effective April 1, 2005:

Probationary rate	\$ 15.08
Rate after Probation	\$ 16.97
Job Rate	\$ 18.85

ARTICLE 21 – PAID HOLIDAYS

21.01 (a) The paid holidays recognized by the Employer will be as follows:

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

21.02 If any of the above holidays fall or are observed during an employee's vacation or when the employee is not scheduled to work, and she/he otherwise qualifies for the paid holiday pursuant to this Article, the employee shall receive holiday pay for that day.

21.03 Any employee required to work on any of the above-mentioned holidays shall be paid premium pay for all hours work on such day at the rate of one and one-half (1 ½) times their regular rate and shall receive another day off with pay in lieu of the holiday ("Lieu Day"), to be scheduled within a period of twelve (12) months at a time mutually agreeable between the employee and the Employer. Failing mutual agreement on scheduling, the employee shall be paid out for the Lieu Day.

21.04 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 (unless a valid reason can be provided for the failure to do so and the medical certificate is dated within two (2) days of the absence).
- (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.

21.05 Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 21.04(b) or (c) above, to work their entire shift on the paid holiday, will not be eligible for premium pay or holiday pay.

21.06 For the purpose of this Article only, an employee shall be considered as working on a holiday on any shift that commences on or after 11 p.m. on the day before a holiday but before 11 p.m. on the day of the holiday.

ARTICLE 22 - VACATIONS

22.01 On January 1st of each year, full-time employees with less than five (5) years of service will be granted, as an advance, up to eighty (80) hours of paid vacation time off ("VTO") less any paid VTO used but not earned the previous calendar year. Previous calendar year VTO earnings are based upon four percent (4%) of such employee's gross regular wages for that prior year.

22.02 Active full-time employees with five (5) years of service or greater will be granted, as an advance up to one hundred and twenty (120) hours of paid VTO on January 1st of each year. This latter paid VTO grant may also be adjusted if the employee used more paid VTO than was earned the previous calendar year. Previous calendar year VTO earnings in this circumstance are based upon six percent (6%) of such employee's gross regular wages for that year.

- 22.03 On January 1st of each year, active part-time employees with less than five (5) years of service will be granted, as an advance, paid VTO based on four percent (4%) of their gross regular wages paid the previous calendar year, less any paid VTO used but not earned the previous calendar year. Active part-time employees with five (5) years of service or greater will be granted paid VTO on January 1st based on six percent (6%) of their gross regular wages paid the previous calendar year, less any paid VTO used but not earned the previous calendar year.
- 22.04 Employees hired prior to an annual January 1ST VTO grant accrue paid VTO from date of hire to the following January 1st at a rate of four percent (4%) of their gross regular wages during that time period. Employees completing five (5) years of service prior to the January 1st VTO grant will accrue additional VTO from their anniversary date to the following January 1st at a rate of two percent (2%) of their gross regular wages during that time period.
- 22.05 Employees must take their vacation each year. Unused earned paid VTO balances as of December 31 of each year will be paid out. All vacation must be taken in one (1) week blocks.
- 22.06 Regardless of paid VTO available employees with less than one (1) year of service shall receive one (1) week vacation time, employees with greater than one (1) but less than five (5) years service will receive two (2) weeks vacation time, and employees with five (5) years of service or more will receive three (3) weeks vacation time.
- 22.07 A vacation request schedule shall be finalised by November of each year in order to allow employees to indicate when vacation is desired. Vacation scheduling will be addressed one week at a time and employees will be given preference for vacation entitlement on the basis of seniority. In special circumstances at the Employer's discretion an employee may be permitted to schedule two (2) consecutive weeks of vacation.
- 22.08 Vacation availability will be subject to operational needs.
- 22.09 An employee who leaves employment with the Employer for any reason prior to earning his or her advanced VTO agrees that any unearned portion used will be owing to the Employer and may be deducted from his wages.

ARTICLE 23 – PERSONAL TIME OFF (PTO)

- 23.01 (a) The Employer shall provide to employees paid Personal Time Off (PTO) to be utilized by employees who have successfully completed probation in the event of absences due to illness, injury or for emergency reasons which necessitate the presence of the employee.
- (b) PTO may also be pre-booked for personal matters subject to management approval.
- 23.02 In the event of such absence, PTO will be applied up to full-day increments but must on each occasion be for at least two (2) hours and thereafter in one hour blocks.
- 23.03 Employees will accrue PTO at a rate of two percent (2%) of their gross regular wages to a maximum of forty (40) hours per calendar year.
- 23.04 Any unused earned PTO in excess of eighty (80) hours as of December 31st each year will be paid out.
- 23.05 Absences from Work
- (a) In accordance with the Employer's policies governing attendance, employees are required to attend work regularly.
- (b) When unable to attend, the employee must contact his/her supervisor or Manager as far in advance as possible of the scheduled starting time on each day of absence unless arranged otherwise. Call-ins to report an absence must be made by the employee to the supervisor or Manager no later than two (2) hours prior to the start of the employee's scheduled shift.
- (c) An employee who is absent due to illness of three (3) days or more will be required by the Employer to provide a medical note substantiating the period of absence. A medical note may also be required where there is a reasonable basis as to the validity of the absence.

- (d) Should an employee become ill while on duty so as not to be able to perform their normal or modified duties, he or she will seek medical attention where such attention is required and/or be allowed to go home.

23.06 The required utilization of PTO for unbooked days (emergency circumstances, injury or illness) will be counted as emergency leave days under the *Employment Standards Act*, and represent a greater right or benefit. No employee will be entitled to in excess of ten (10) unbooked days of paid or unpaid absences per calendar year.

ARTICLE 24 - BENEFITS

24.01 The Employer will pay one hundred percent (100%) of the premiums to purchase benefit plans containing the benefits outlined below.

24.02 The Employer maintains the right to change carriers, as long as there is no reduction in the stated levels of benefit coverage herein.

24.03 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.

24.04 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. The employee must work at least twenty-four (24) hours each week.

24.05 Eligible part-time employee is a part-time employee who has successfully completed probation and has been employed as a part-time employee for the initial waiting period required by the plans. The employee must work at least ten (10) hours each week.

24.06 Subject to any limitations below, the insured plans will provide the following benefits for eligible full time employees and, in the case of Prescription Drug & Health and Dental, for their spouse and/or eligible dependents:

(a) Short-Term Disability (STD)

- (i) Benefit is a weekly taxable benefit equal to eighty-five percent (85%) of net weekly earnings to a maximum of one thousand four hundred dollars (\$1400) per week and for a maximum of twenty-six (26) weeks.
- (ii) The benefit is to be paid by the carrier only where the employee is totally disabled. "Total disability" means that during and after the qualifying period the employee has a medical impairment (supported by objective medical evidence) due to injury or disease that prevents him or her from performing in any setting the essential duties of the occupation in which he/she participated just before the total disability started.
- (iii) The benefit may commence the first day of an accident resulting in total disability or the eighth day of total disability following surgery or sickness.

(b) Long-Term Disability (LTD)

- (i) Benefit is a weekly taxable benefit equal to eighty-five percent (85%) of net weekly earnings to a maximum of six thousand dollars (\$6,000) per month; up to two (2) years of own occupation, after two (2) years any occupation.
- (ii) The benefit is to be paid by the carrier only where after receipt of twenty-six (26) weeks of short term disability benefits the employee remains totally disabled from his/her occupation and this is supported by objective medical evidence.
- (iii) "Totally disabled" and "total disability" mean that, during the qualifying period and the twenty-four (24) month period immediately following it, the member has a medical impairment due to injury or disease which prevents him/her from performing, in any setting, the essential duties of the occupation in which he/she participated just before the total disability started.

(iv) After the twenty-four (24) month period, “totally disabled” and “total disability” mean that the member is unable, because of the medical impairment, to perform, in any setting, the essential duties of any occupation for which he/she has at least the minimum qualifications.

(c) Dental

- Basic routine service, endodontic & periodontic services covered at one hundred percent (100%) to a one thousand five hundred dollar (\$1500) per year maximum
- Dentures, crowns and bridges covered at fifty percent (50%), this amount is included in the one thousand five hundred dollar (\$1500) per year maximum
- Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of one thousand five hundred dollars (\$1500) for children up to the age of nineteen (19)
- Recall visits every nine (9) months
- coverage for white fillings

(d) Prescription Drug & Health

- employee must pay pharmacy two dollars (\$2.00) per eligible prescription in 2003; three dollars (\$3.00) per eligible prescription commencing in 2004.
- employee to be provided with a drug card
- vision care is two hundred dollars (\$200) per twenty-four (24) month period; includes contact lenses
- semi-private hospital coverage is two hundred dollars (\$200) per day to a maximum of four thousand dollars (\$4,000) per year
- chiropractic coverage is twenty-five dollars (\$25) per visit to a maximum of three hundred dollars (\$300) per calendar year, once the OHIP maximum is satisfied
- podiatrist/chiropractist coverage is twenty-five dollars (\$25) per visit to a maximum of three hundred dollars (\$300) per calendar year, once the OHIP maximum is satisfied
- physiotherapist coverage is twenty-five dollars (\$25) per visit to a

- maximum of three hundred dollars (\$300) per calendar year
- Registered massage therapist coverage is twenty-five dollars (\$25) per visit to a maximum of three hundred dollars (\$300) per calendar year
 - Registered speech therapist coverage is twenty-five dollars (\$25) per visit to a maximum of three hundred dollars (\$300) per calendar year
 - Registered Clinical Psychologist coverage is three hundred dollars (\$300) maximum per calendar year
 - the purchase, repair or replacement (including replacement batteries) for hearing aids are covered up to two hundred fifty dollars (\$250) every twenty-four (24) months
 - orthopedic shoe coverage is two hundred dollars (\$200) per calendar year
 - orthotics are covered as follows:
 - prescribed by podiatrist = \$611 every two (2) calendar years
 - prescribed by chiropracist = \$565 every two (2) calendar years
 - prescribed by any other medical practitioner = \$400 every two (2) calendar years
 - out-of-province medical coverage is one hundred percent (100%) of medical expenses to a maximum of one million dollars (\$1,000,000)
 - coverage at one hundred percent (100%) for smoking cessation products, with a five hundred dollar (\$500) lifetime maximum
 - coverage at one hundred percent (100%) for fertility drugs and treatment services to lifetime maximum of ten thousand dollars (\$10,000)
 - coverage at one hundred percent (100%) of Ambulance to and from nearest medical facility (not transfers)

(e) Life Insurance

- (i) forty-five thousand dollars (\$45,000) basic life insurance for the employee's life subject to carrier medical limitations. The life insurance amount will increase to forty-seven thousand five hundred dollars (\$47,500) effective April 1, 2003.

- (ii) Optional life insurance for an employee, spouse and/or dependant at the employee's expense beginning with a minimum coverage of one (1) unit of ten thousand dollars (\$10,000) for each insured, and purchased thereafter in units of ten thousand dollar (\$10,000) units. Only one (1) unit may be purchased per dependant and the total pool of all life insurance is subject to a maximum of three hundred thousand dollars (\$300,000).

- 24.07
- (a) Each eligible part time employee must, after the completion of probation and at the time of completing ninety (90) days worked, exercise a one time option to thereafter receive either fifty cents (\$0.50) per straight time hour worked in lieu of benefits or to commence benefit coverage. Employees who opt to receive pay in lieu will sign a waiver acknowledging this decision.
 - (b) The insured plans will provide the following limited benefits for eligible part time employees who have made an election for benefits under option (a) above.

Prescription Drug & Health

- employee must pay pharmacy two dollars (\$2.00) per eligible prescription in 2003; three dollars (\$3.00) per eligible prescription commencing in 2004.
- employee to be provided with a drug card
- vision care is two hundred dollars (\$200) per twenty-four (24) month period
- semi-private hospital coverage is two hundred dollars (\$200) per day to a maximum of four thousand dollars (\$4,000) per year

Life Insurance

- fifteen thousand dollars (\$15,000) basic life insurance for the employee's life
- optional life insurance as available to full-time employees as described above.

24.08 The Employer will establish and pay the costs of an Employee and Family Assistance Program, which program may be amended from time to time.

ARTICLE 25 - PENSIONS

25.01 The Employer agrees to provide a defined contribution plan for employees who completed probation as set out herein.

25.02 The employee will be eligible to join the plan on the first day of the first full month after which he or she has completed three (3) months of employment.

25.03 The Employer will provide a base contribution of two percent (2%) of all regular hourly pay earned. The Employer will match up to an additional two percent (2%) of regular hourly pay if the employee chooses to contribute.

25.04 The vesting period is two (2) years in the plan.

ARTICLE 26 – WORKPLACE SAFETY AND INSURANCE

26.01 (a) Where an employee is in receipt of loss of earnings benefits pursuant to the provision of the *Workplace Safety and Insurance Act*, the Employer agrees to maintain its premiums coverage for insured benefits (save and except disability benefits) as provided in the Collective Agreement, and shall maintain its current participation in the pension plan, and its matching contribution so long as the employee also makes arrangements to contribute his/her portion of the Plan. The employee shall continue to accumulate vacation and service.

(b) This does not apply, except in the first year following injury, where the employee is in receipt of a non-economic loss award for a permanent impairment or where the employee has accessed Labour Market Re-entry services.

ARTICLE 27 - GENERAL

27.01 All Schedules, Letters of Agreement and Appendices executed by the parties on the date this Agreement comes into force will form part of this Agreement.

27.02 Copies of the Agreement

The parties shall share equally the cost of printing and distribute sufficient copies of this Agreement. Where required, the parties shall co-operate in making the agreement accessible to employees in alternative formats.

27.03 Gender References

Wherever the masculine or the feminine is used in this agreement, it should be read to apply to both genders where the context so requires. Whenever the singular is used it shall be considered as if the plural has been used where the context so requires.

27.04 Bulletin Board

- (a) The Employer will provide a dedicated area of an enclosed bulletin board area sufficient for the purpose of posting Union notices regarding the following Union business: Local meetings, election results, Committee Reports, bylaws, Minutes and contact information for Union Executives, Stewards or officials. Notices shall be endorsed by the Union Local President or designate, and must be provided to the Security Manager or designate prior to posting.
- (b) The bulletin board is provided for the purposes identified above and shall not be used for disseminating propaganda or opinions, for posting or distributing pamphlets, political material or advertising.

27.05 Expenses

- (a) An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred and/or for mileage when using his or her own car in the service of the Employer during scheduled working hours. The activity giving rise to such expenses must be approved in advance

and reimbursement is subject to the submission of supporting documentation.

- (b) Employees who are called back to work from a meal break due to an emergency or who work overtime during a normal meal period shall be provided with a meal voucher for the appropriate meal.

27.06 Uniforms

- (a) Uniforms shall be provided and replaced by the Employer as it requires on an as-needed basis, with exchange for worn items. Such uniforms shall be supplied, laundered and repaired at the Employer's expense.
- (b) Employees are responsible for caring for his or her uniform.
- (c) Upon leaving employment at the Casino, an employee is required to return all uniforms 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 agreed. The Employer will act reasonably in the administration of this clause.

29.07 Licences

Upon presentation of a receipt, the Employer will reimburse the Gaming Licence fee paid by the employee following the employee successfully completing probation. The Employer will pay any required Gaming Licence fee for an employee when he or she performs their regular licence renewal.

27.08 Computer Purchase

The Employer will provide once every three (3) years during employment, for each employee who has completed probation, reimbursement of up to three hundred dollars (\$300.00) when the employee purchases a personal computer for home use from an authorized retailer (with a GST number). Application for reimbursement will be on the approved form and original receipts for the computer purchase must be provided and will be retained by the Employer.

Under no circumstances will any one computer purchase give rise to more than one reimbursement up to a maximum of three hundred dollars (\$300.00).

27.09 Gifts and Gratuities

Employees will not accept any gifts or gratuities, except as expressly provided for by the Employer's policies. It is understood that Security Associates will have access to any pooled gifts or gratuities from patrons, which are administered by the Security Tip Committee.

27.10 Gaming Regulation

The operations of the Employer and the employment of its employees are governed by the provisions of the *Gaming Control Act* and the Alcohol and Gaming Commission (AGCO), and the regulations and directives thereunder.

27.11 Education and Training

- (a) Upon submission of a passing grade report and original receipts for payment employees will be reimbursed by the Employer for work-related courses, or general interest courses of the employee's choice to be taken at an accredited educational institution (determined by Income Tax status), to a maximum of one thousand five hundred dollars (\$1500.00) per calendar year. An employee must complete any necessary forms prior to commencing the course and to claim the reimbursement. No reimbursement will be paid if the employee's employment has ended before the refund is made.
- (b) Where practical, or unless the employee agrees otherwise, work-related training for full-time employees will be provided during scheduled shifts.

ARTICLE 28 - DURATION

28.01 The parties agree that the term of this first collective agreement shall be from August 01, 2001 to March 31, 2006. The effective date of all provisions or terms of this first collective agreement shall be the date of ratification. Neither

party will rely upon, apply or seek to enforce any provision or term for the time period prior to ratification.

28.02 Either party shall be entitled to give notice in writing to the other party as provided in the *Ontario Labour Relations Act, 1995* 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.

SIGNED at Niagara Falls, Ontario this 7th day of March, 2003.

FOR THE UNION:

FOR THE EMPLOYER:

"Sam Skinner"

"Bruce Caughill"

"Ken MacLean"

"Richard Paris"

"Jim Storin"

"Tim Vanderberg"

"Joanne Sheehan"

"Robert Field"

SCHEDULE 'A' – TEMPORARY EMPLOYEES

(1) Temporary employees under the collective agreement will have their terms and conditions of employment governed pursuant to this Schedule and the provisions of the Collective Agreement will only apply where expressly indicated in this Schedule. All other terms and conditions will be as set out in the Employment Standards Act for term and task employees.

(2) A temporary employee will work in the Security Department in the security labour pool on a defined term or task contract. There is no guarantee of hours to be worked and temporary employees may either be contracted to provide casual labour pool support and / or be retained to replace an employee on a authorized leave of absence.

Prior to hiring a temporary employee, part time employees will first be offered the right to replace a full time employee on any authorized leave of absence expected to last longer than two (2) weeks in duration.

(3) Temporary employment will end at the conclusion of the defined term in the contract (if the agreement is not renewed prior to its expiry), or on such notice as is defined in the contract and all terms contracts will be ended prior to any layoff of other employees.

(4) The Union will be provided with a list of all temporary employees with term dates not later than two (2) weeks after the commencement of employment of any new temporary employee.

(5) Given the variable work time and experience of temporary employees, a temporary employee who posts for and is hired into a part time or full time position will be a probationary employee.

Temporary employees will have his or her service credited towards probation should he or she be hired as a full time or part time employee.

(6) Temporary employees will be covered by Article 1 (Purpose), Article 4 (Management Rights), Article 6 (Union Representation), Article 5 (Dues Deduction), Article 7 (Occupational Health and Safety), Article 18 (Personnel File Access) and Article 21 (Paid Holidays). The grievance and arbitration provisions of the agreement apply to temporary employees as if they were probationary employees under the agreement.

(7) The rate of pay for temporary employees will be eighty (80%) percent of the job rate and they will receive vacation pay in addition to this amount.

(8) The total number of temporary employees will not exceed ten percent (10%) of the part time and full time security department workforce, unless otherwise agreed to by the parties

LETTER of UNDERSTANDING #1

RE: Temporary Shift Supervisors

At negotiations the issue of temporary Shift Supervisors imposing discipline on bargaining unit members was discussed. The Employer indicated that, while it could not limit its Supervisory role, it recognized the issues that could potentially arise if these individuals impose discipline.

SIGNED at Niagara Falls, Ontario this 7th day of March, 2003.

FOR THE UNION:

"Sam Skinner"

"Ken MacLean"

"Jim Storin"

"Tim Vanderberg"

"Joanne Sheehan"

"Robert Field"

FOR THE EMPLOYER:

"Bruce Caughill"

"Richard Paris"

LETTER of UNDERSTANDING #2

RE: Matters for the EEC

At negotiations it was agreed that the issue of a duty schedule, informing employees in advance of a shift of their starting post, will be discussed at the Employer-Employee Committee.

The employer-Employee Committee will also discuss issues surrounding the unpaid meal period that were raised in negotiations.

SIGNED at Niagara Falls, Ontario this 7th day of March, 2003.

FOR THE UNION:

"Sam Skinner"

"Ken MacLean"

"Jim Storin"

"Tim Vanderberg"

"Joanne Sheehan"

"Robert Field"

FOR THE EMPLOYER:

"Bruce Caughill"

"Richard Paris"

LETTER of UNDERSTANDING #3

RE: Job Security

At negotiations, issues of job security with the opening of the new casino were discussed. The Employer agrees that:

Restructuring and/or Cessation

The Employer shall advise the Union as soon as is practicable of any planned permanent shut down of its operation. The Employer will meet with the EEC to advise it of the closure.

Any major restructuring or major reorganization of the Employer's operation or the operation of the Security Department which is likely to have a direct employee impact will also be raised at EEC as soon as is practicable.

Work of the bargaining unit

The Employer will be subject to this collective agreement at the new Casino and will recognize all service and seniority in the bargaining unit.

If, at the time the new Casino is opened, there is a closure of the current location, all employees will be offered the same status and classification at the new Casino.

In the event that there are two sites, both sites will be treated as one for the purposes of this agreement.

No one will have to reapply for his/her job as a result of the new Casino opening.

No one will lose his or her job nor have an involuntary change of status as a direct result of the opening of the new Casino.

SIGNED at Niagara Falls, Ontario this 7th day of March, 2003.

FOR THE UNION:

"Sam Skinner"

"Ken MacLean"

"Jim Storin"

"Tim Vanderberg"

"Joanne Sheehan"

"Robert Field"

FOR THE EMPLOYER:

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"Richard Paris"

