

RATIFIED: November 26 , 2005

Collective Agreement

Between:

**Ontario Public Service Employees Union on
behalf of its Local 111**

- and -

**Ontario Lottery and Gaming Corporation,
carrying on business as
THE SLOTS AT WINDSOR RACEWAY**

April 1, 2005 to March 31, 2007

Sector 20: General Casino/Slots

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ARTICLE 1 – PURPOSE

1.01 The purposes of this Agreement are:

- to establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein,
- to define and regulate a working relationship that will provide the highest level of service and value to customers; and
- to recognize, reward and uphold 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.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent of all Security employees of the Windsor Racetrack Slots in the City of Windsor, save and except supervisors, dual rates and persons above the rank of supervisor, surveillance officers, and office and clerical staff.

2.02 For clarity, employees of the Human Resources Department, Legal Department, Internal Audit Department, Payroll Department and those employed in the execution of duties confidential to the employer shall be excluded. Positions similar in kind or class to the foregoing, which may be created by the Employer, shall also be excluded.

2.03 For the purposes of clarity, dual rate employees are excluded from the bargaining unit and yet may be assigned to perform security officer duties in a security officer uniform when not acting as a Supervisor.

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* and will abide by the Code including any legally required accommodations.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes that the employer has the right to manage its business in all aspects, except for those functions that are expressly and specifically

relinquished or restricted by this agreement and those rights shall be exercised in accordance with this agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, efficiency and regulatory requirements;
- (b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff or recall employees and, for just cause, to suspend, discharge or otherwise discipline non-probationary employees subject to the right of these 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) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments and job classifications, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer.
- (d) to determine in the interest of efficient operations and the highest standards of service: classifications, hours of work, assignments, methods of doing work, job content and the scope of services to be provided;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (f) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

ARTICLE 5 – NO STRIKE / NO LOCKOUT

5.01 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 6 – DUES DEDUCTION

6.01 As required by law, 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, except 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 in excess of two weeks.

- 6.02 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.
- 6.03 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.
- 6.04 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 7 – UNION REPRESENTATION

7.01 Union Stewards

- (a) The Union may elect Union Stewards from among the non-probationary employees in the bargaining unit. The Employer agrees to recognize one (1) of these Stewards on each shift.
- (b) 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 only recognize such Stewards upon receipt of notification from the Union.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. Stewards may not leave their post and/or regular duties without notifying and receiving permission from their immediate supervisor. Given the requirements of security, it is understood that consent to leave post and/or regular duties will be prearranged and will only be sought where necessary to attend at grievance Step meetings, disciplinary meetings or other meetings with the Employer. Upon return to regular duties, the Steward is required to report back to the immediate Supervisor.

7.02 Negotiating Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee, comprised of up to two (2) 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 up to a total of five (5) days each for caucus and preparation time.

7.03 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. OPSEU representatives will not visit with employees in the bargaining unit during working hours without previous arrangements being made with the Human Resources Manager nor will they attend in non-public areas of the Employer's facility without accompaniment being arranged with the Human Resources Manager. It is agreed that accompaniment by a Security Officer from the bargaining unit does not provide the required degree of separation for internal control.

7.04 Employee Advisory Meetings

- (a) The meetings will be with the Security Manager and other representatives of the Employer as he may determine and with an equal number of employees. One of the employees will be the Local Union President and any others will be selected to ensure that the employee representation includes both full-time and part-time employees.
- (b) The Employer will arrange a meeting three times a year to discuss operational issues such as scheduling, employee performance and departmental operation.

7.05 OPSEU must remain a Registered Supplier under the Gaming Control Act and agrees to immediately inform the Employer of any loss or suspension of the Registration for it or any of the Individual Registrants who deal with Windsor Raceway Slots.

7.06 Orientation

A new employee will have the opportunity to meet with a representative of the Union 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. This will be given at the department's specific training and not the Company's New Hire Orientation Training.

ARTICLE 8 – OCCUPATIONAL HEALTH AND SAFETY

8.01 The Employer, the Employees and the Union agree that they each have responsibilities and obligations in the *Occupational Health and Safety Act* and will abide by these.

ARTICLE 9 – DISCIPLINE, SUSPENSION OR DISMISSAL

9.01 A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 2 of the grievance procedure within seven (7) days after the date the discharge is affected.

Such grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
- (b) reinstating the employee with or without compensation for time lost less any Employment Insurance received by the employee which he is not obligated to repay and any additional compensation received from any sources during the non-working period. It is understood that an employee has a duty to mitigate any loss where possible; or
- (c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board;
- (d) ending employment and providing a termination payment.

9.02 (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. If the Employee chooses the Union Steward will act only as a silent witness.

- (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.
- (c) Coach and counsels and other daily supervisory corrections, which may or may not result in notes being maintained and/or placed in an employee's file, are not disciplinary and may not be grieved.
- (d) It is noted that not all communications will start at the coach and counsel stage. For some offences, one or more of the corrective counseling steps may be skipped.

9.03 (a) 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. Discipline under the attendance management policy will be treated as a separate stream of discipline for the purposes of this provision except where the employee's disciplinary record cumulatively is such that the attendance discipline is a culminating incident.

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

- (i) material and detrimental breach of confidentiality;
- (ii) a proven violation of the Code of Business Conduct (and listed behaviours) and conflict of interest policy;
- (iii) a wilful or reckless breach of the *Ontario Human Rights Code* or the *Occupational Health and Safety Act*;
- (iv) being under the influence of, or the use or possession during regular working hours of alcoholic beverages or illegal drugs;
- (v) violence in the workplace, including threatening or intimidating any employee or customer of the Employer;
- (vi) possession of a camera or recording device, without express written permission, on any Ontario Lottery or other Gaming premises;
- (vii) possession of a weapon or explosive device on any Ontario Lottery or other Gaming premises;
- (viii) failing to report a breach of rules or to cooperate in an investigation of a breach of rules;
- (ix) leaving the premises with a sensitive key, lock or slot sensitive items (as defined by the AGCO) or a Mikohn Card for which the employee had direct accountability.

- 9.04 (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, including gaming at any OLGC operation;
- (ii) permanent revocation of AGCO registration;
- (iii) theft from a co-worker, customer or from the Slots;

- (iv) misappropriation of funds, embezzlement, or any other fraudulent actions including knowingly making false statements or omissions on Employer or AGCO forms;
 - (v) intentional damage or threatening to damage, destruction, or sabotage of Employer or customer property or reputation;
 - (vi) convicted of violating any Federal, provincial, or local law while on or off duty relevant to an employee's responsibilities and/or which causes public disrepute to the Employer or the Province of Ontario; or
 - (vii) an employee's absence from work for two (2) days on separate occasions 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.

9.05 In circumstances where a suspension or 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 union representative, if there is one at the meeting, 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 10 – SENIORITY

- 10.01 (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/classification since last date of hire into the status/position.
- (d) Seniority under this collective agreement has no application elsewhere with the Employer.

- (e) Where an employee moves from part-time to full-time status, or vice-versa, he shall retain his or her accrued service attained at the date of the move.

10.02 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 local Union President and to the OPSEU staff representative at the time of posting

Probation

10.03 Employees will be probationary employees for the greater of either the first ninety (90) calendar days or five hundred and twenty (520) hours 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.

10.04 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.

10.05 Temporary Placements Should an employee accept a posting for a temporary period outside of the bargaining unit but still within the employ of the Employer, his or her accrued seniority in the bargaining unit will be frozen for a period of up to one year, and will resume accrual upon return to the bargaining unit.

Loss of Seniority and Termination of Employment

10.06 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 or make arrangements to return 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;
- (g) is laid off for a period in excess of twelve (12) months; or
- (h) has his or her AGCO registration permanently revoked.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 A grievance is any dispute involving an alleged violation of this collective agreement, including any question as to whether or not a matter is arbitrable, may be made the subject of a grievance. It may be filed by an employee, a group of employees, the union or the Employer.

11.02 There are three types of grievance under this collective agreement:

An Individual Grievance which is an unresolved complaint of an individual employee wherein he believes that the collective agreement has been improperly interpreted, applied or administered to his or her detriment.

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.

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 the Formal Step of the grievance procedure.

11.03 There are two procedural steps under this collective agreement for the resolution of grievances:

a. Informal Procedure

A grievance will first be raised verbally with the Security Manager (or designate) 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. The Manager or designee shall give the grievor their decision in writing within (7) days.

b. Formal Procedure

Failing resolution of the grievance informally, the grievance may be submitted formally in writing within seven (7) days of the date of the Informal Procedure response to the Human Resources Manager or designate. The Manager or designate may hold a meeting within the next seven (7) days and will, in any event deliver his/her decision in writing to the employee within fourteen (14) days of the submission. The Manager may also establish an additional grievance meeting with the General Manager during this time. The grievor must be present to provide information supporting the grievance.

11.04 The Formal grievance shall be in writing on a grievance form and shall include:

- a. the date of the alleged breach of the agreement;
- b. Article(s) of the Agreement alleged to have been breached;
- c. what specific remedy is being sought.

The Formal grievance form will contain the signature of each grievor seeking a remedy or the steward may sign the grievor's name on his or her behalf.

11.05 Time limits referred to in the grievance and arbitration procedures are mandatory and must be strictly complied with. 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 Labour Relations Act, 1995.

11.06 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.

11.07 The procedure above will be amended for Employer grievances so that the Informal step is with the Local President and the Formal step with the Staff Representative.

11.08 A Union Steward shall be present at all meetings following the filing of a Formal grievance under this Article. If the employee so chooses, the Union representative will act only as a silent witness. All union representation must be current employees of Slots at Windsor Raceway or a current OPSEU staff member registered with AGCO."

11.09 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. Those

employees who are attending grievance meetings (informal or formal) outside their normally scheduled working hours, will not be compensated for their time by the employer.

11.10 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.

11.11 Board of Arbitration ("Board")

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.

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.

The two nominees shall appoint a third person who shall be the chairperson of the Board.

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.

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.

No person may be appointed to the Board who has been involved in an attempt to negotiate or settle the grievance.

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.

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.

11.12 Single Arbitrator

As provided in Article 11.13, 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 11.13 with the role of the nominees in the appointment process being undertaken by the Union and the Employer directly.

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.

11.13 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.

11.14 In this Article, it is understood and agreed that any employee (except the grievor) 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.

11.15 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.

11.16 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the complaint was first formally discussed or presented to the Employer under and in accordance with this collective agreement except where this is to address an error which was not and could not have been known to the grievor.

ARTICLE 12 – POSTING

- 12.01 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.
- 12.02 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 five (5) calendar days from the date of posting. Employees may leave an application if they are scheduled to be away for a period of more than five (5) calendar days and will not be available to submit an application.
- 12.03 No applicants from outside the Security Department will be considered unless the posting and selection process is completed and no internal applicant was selected.
- 12.04 (a) After the deadline for applications has passed, the Employer may schedule and arrange any tests and interviews.

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

Skill, knowledge, qualifications and ability, including, but not limited to a review of work experience, work performance, training, registration status, culpable absenteeism and disciplinary record.

(c) If additional personnel are required within 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 applicants.

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

ARTICLE 13 – HOURS OF WORK

- 13.01 (a) The normal hours of work for all full-time employees shall be eight (8) hours per day and eighty (80) hours per two week period 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 that is cost neutral.

(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 or where a negotiated work week agreement exists. Shift Exchanges will be considered a negotiated work

week agreement and in this case shall be subject to the provisions of Article 13.09.

- 13.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked for all employees 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.

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 three (3) hours work or pay at his or her regular rate.

- 13.03 If an employee is called into work, he will be paid for all hours worked. Where the employee is called into work on less than twelve (12) hours notice he will be paid for a minimum of three (3) hours work at the employee's regular rate or the applicable overtime rate.

- 13.04 Scheduling

A shift schedule for full-time employees will be posted at least fourteen (14) days prior to the commencement of the shift rotation, and changes to the posted schedule shall be made forty eight (48) hours in advance except where circumstances outside the control of the Employer dictate.

- 13.05 A shift schedule for part time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting ("core schedule")

- 13.06 It is understood that the posted core part time schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule part time employees shall review the schedule and maintain contact with the Security Manager or designate in charge of scheduling and other shifts that become available for work will be assigned as required.

- 13.07 Core shifts will be scheduled as equitably as practical by the Employer with regard to a common set of factors.

Schedule Adjustments

- 13.08 Where a part time employee knows absolutely that he is not going to be available for work, he may request a schedule adjustment. Each part time employee may request up to six (6) schedule adjustments per calendar year. All such requests must be submitted to a Supervisor at least two weeks in advance.

Shift Exchanges

- 13.09 With a minimum of forty eight hours of notice, employees may submit shift exchange forms to the Security Manager or designate, 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.

Those employees, who initiate the desire to switch shifts and then subsequently call in sick on said shift, on two separate occasions within a rolling 12 month period, shall have their shift switching privileges revoked for a period of three months.

Overtime

- 13.10 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 Security Manager or designate.
- 13.11 Subject to practical considerations and operational requirements, the Employer will offer overtime opportunities to the most senior full time employee qualified, willing and available to perform the work. 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 is qualified and available to perform.
- 13.12 Where there is no willing employee the most junior qualified and available employee(s) will be assigned (part time first and then full time).
- 13.13 Overtime pay shall be paid in quarter-hour increments 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 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 or temporary employee may agree or a full-time employee may have pursuant to a negotiated work week agreement;
 - (b) in excess of eighty (80) hours worked per two week period or in excess of such averaged hours as agreed pursuant to a negotiated work week agreement.
- 13.14 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.

13.15 Rest Periods:

- (a) Employees working an eight (8) hour shift will be entitled to two (2) fifteen minute paid breaks and one (1) half-hour unpaid meal break. Where an employee works additional hours they will be entitled to breaks in accordance with an Alternate Work Week Agreement or the Employment Standards Act as applicable.
- (b) Paid breaks will be taken on location and all breaks will be taken away from the gaming area out of the public eye and in a designated area.
- (c) Employees called back to work during a meal period will be provided an alternate meal period. Where an employee is called back to work and no alternate meal period is practicable, they will be paid, at the overtime rate for time worked.

ARTICLE 14 -- WAGES

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

Effective April 1, 2005:

Start rate	\$ 14.72
Rate after 1040 hours worked	\$ 16.56
Job Rate after 2080 hours worked	\$ 18.40

Following successful completion of probation, employees will automatically progress from one step to the next on the salary grid based on regular hours worked.

14.02 The employer agrees to provide an incentive payment for the fiscal year of 2004-2005 as applicable to other OLG hourly employees at Slots at Windsor Raceway.

In the event that the Employer provides an incentive to all other hourly direct gaming employees at Slots at Windsor Raceway, during the duration of this collective agreement, then it will implement the incentive for the employees within the unit under the same terms and conditions as established for other non-unionized hourly employees.

14.03 In the event that the Employer provides an increase to all other hourly direct gaming employees at Slots at Windsor Raceway for the one-year period commencing April 1, 2006, the Employer will implement the applicable security wage increase for the employees within the bargaining unit.

ARTICLE 15 – LEAVES

BEREAVEMENT

- 15.01 In the event of a death in the immediate family, an employee will be granted up to three (3) consecutive days leave of absence within the period commencing with the date of death. It is agreed and understood that “days leave” in the case of part-time employees, means the next three (3) consecutive days commencing with the date of death, whether scheduled or not, and in the case of full-time employees, means the next three shifts. Such leave shall be without loss of pay in accordance with the employee’s scheduled hours of work.
- 15.02 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, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister. The Employer reserves the right to request proof of the bereavement.
- 15.03 One day of bereavement leave with pay will be provided on the same basis as a leave in 15.01 in the case of the death of an aunt, uncle, niece or nephew to attend the funeral. Unlike 15.01 this does not apply to the family, step family or in laws of the employee’s spouse.
- 15.04 Up to two (2) additional days of leave without pay will be provided to attend at the funeral of a listed relative in 15.02 or 15.03 above where the distance to the funeral is greater than eight hundred (800) kilometres from the Slots and where sufficient proof of need is provided.

PREGNANCY AND PARENTAL LEAVE

- 15.05 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 13 weeks of service with the Employer prior to the expected due date. This unpaid leave will be for a 17-week period.
- 15.06 Full time employees who have at least one full year of service with the Employer, are in receipt of Employment Insurance benefits and who are entitled to and take a pregnancy leave, as outlined above will also be entitled to Supplementary Unemployment Benefits (SUB) as follows (as long as such SUB Plan remains approved by HRDC):
- Two weeks at 93% of gross salary;
 - 15 weeks at the difference between their Employment Insurance benefits and 93% of gross salary; and
 - SUB allowance is based on average weekly hours worked over the past 28 weeks or based upon a 40 hour week, whichever is less.

- 15.07 An employee may begin her pregnancy leave no earlier than 8 weeks before her due date (as indicated by a medical note) or the date on which she gives birth. The leave must begin no later than the earlier of the due date or the actual date of birth.
- 15.08 Parental leave will be granted, in accordance with conditions contained in the Employment Standards Act, to employees who have completed at least 13 weeks of service with the Employer prior to the birth of the child, or the coming of the child into the employee's custody, care and control of the employee for the first time. The unpaid leave must commence immediately following a pregnancy leave if one is taken and otherwise must commence within 52 weeks after the day the child is born, or comes into custody, care and control for the first time. This unpaid leave will be for up to 37 weeks (or to a maximum of 35 weeks, if the Employee has already taken a 17 week pregnancy leave). Once an employee begins a pregnancy/parental leave, the leaves must be taken without interruption.
- 15.09 Full time employees who have at least one full year of service with the Employer, are in receipt of Employment Insurance benefits and who are entitled to and take a parental leave will also be entitled to Supplementary Unemployment Benefits (SUB) as follows (as long as such SUB Plan remains approved by HRDC):
- Two weeks of the leave will be paid at 93% of gross salary (except where already taken or declined by EI);
 - 10 weeks of the leave will be at the difference between their Employment Insurance benefits and 93% of gross salary;
 - SUB allowance is based on average weekly hours worked over the past 28 weeks or based upon a 40 hour week, whichever is less.
- 15.10 An employee who wishes to take a leave under this provision must provide at least two weeks notice in writing and must also provide at least four weeks notice in writing of his or her intent to return to work.

PERSONAL LEAVES

15.11

- (a) Subject to the employee first exhausting all entitlement to vacation and lieu days, the Employer may grant a leave of absence without pay for reasons, which the Employer determines to be legitimate. Only in emergency circumstances are such leaves to exceed five (5) days in any calendar year.
- (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.

- (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.

15.12 Leaves of absence may be granted by the Manager. Except in cases of emergency such application must be made at least two (2) weeks prior to the requested starting date of the leave. The Manager will respond in writing within three (3) days of receipt of written request from the employee.

JURY DUTY

15.13 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.

MILITARY LEAVE

15.14 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 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 Security Manager or designate. An unpaid leave of absence will also be granted to fulfil his/her military obligation if he 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.

UNION LEAVE

15.15 (a) When an employee is elected or appointed to a full-time position with OPSEU, 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 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 six (6) 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 or to act as a Pension Trustee. 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.
- (c) The Employer shall, upon request, pay employees for any scheduled work shifts which become an approved union leave of absence including negotiations and OPSEU will reimburse the Employer for these costs. It is understood that these hours shall not be considered for the purposes of overtime calculation or any other benefit or incentive calculations. This leave will be granted where it does not interfere with the operation of the Employer, does not impact on vacation entitlements and is not used for a purpose contrary to the Employer's interests. There must be at least fourteen (14) days written notice of the request for the leave of absence and there are to be no more than a total of eight (8) days per year.

EMERGENCY LEAVE

15.16 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 of an emergency leave. Should such proof not be provided, this would be considered as culpable absenteeism.

ARTICLE 16 – LAYOFF

16.01 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 to discuss the layoff with the Local Union President or designate during the notice period.

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

- (a) probationary and temporary 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.
- (d) The Employer will determine the number of positions to be reduced. Layoffs of full and part time will begin with the most junior employee where the remaining employees have the requisite skill, knowledge, qualifications and ability to perform the job. It is understood that full time employees will be offered any available part time work where this will prevent a full time employee being laid off.

Voluntary Layoff

- 16.03 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.
- 16.04 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*.
- 16.05 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 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.
- 16.06 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within ten (10) days.

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 is likely to result in the layoff of an employee within the bargaining unit.

ARTICLE 18 – VACATIONS

18.01 VACATION ENTITLEMENT

- (a) Vacation time and vacation pay are both earned benefits.
- (b) Full time employees will be advanced vacation on January 1 for the calendar year.
- (c) On commencing employment as a full time employee, he shall be advanced with pro rata vacation for the balance of the calendar year.
- (d) In the event that the employee does not earn all of the vacation advanced there will be an adjustment made either on his or her final pay cheque, at the time of change of status or in the calculation of the following years vacation advance.

18.02 The vacation entitlement for full time employees is listed below:

<i>Years of Service</i>	<i>Total Days/Hours Per Calendar Year</i>
First year	10 days/80 hours
Second year to eighth years	15 days/120 hours
After completion of eight years	20 days/160 hours
After completion of fifteen years	25 days / 200 hours
After completion of twenty-six years	30 days /240 hours

18.03 For part time employees vacation pay shall be earned at a rate of:

<i>Years of Service</i>	<i>Vacation</i>
First year	4 per cent
Second year to eighth year	6 per cent
After completion of eight years	8 per cent
After completion of fifteen years	10 per cent

After completion of twenty-six years 12 per cent

- 18.04 Part time employees will be paid vacation pay as it is earned. Part time employees will be allowed to book two (2) weeks of vacation time without pay after completion of the first year of employment. It is understood that the reference to weeks is to scheduled time away from work and not to a number of days.
- 18.05 During any year in which an employee becomes eligible for increased vacation earnings, he shall commence accumulation of the increased earnings during the month of his or her eligibility date.
- 18.06 Vacation may not be taken, except in exceptional circumstances, during probation.
- 18.07 No employee shall be required to work during the scheduled vacation period selected and approved in the January vacation picks.
- 18.08 A full time employee may accumulate and carry vacation to a maximum of ten days / 80 hours above his or her annual accrual and shall be required to reduce his or her total accumulation to ten days / 80 hours by December 31st of each year. Any excess of vacation not used shall be paid out at the rate at which it was earned.
- 18.09 Scheduling
- (a) The Security Manager will designate periods when vacation may be taken and how many employees may be off work at any one time having regard to operational considerations, staffing and other variable business considerations.
 - (b) Vacation picks are held on November 1 of each year with the approved schedules posted by December 15. Full time employees will first select available vacation based on seniority. Part time employees will then select available vacation based on seniority.
 - (c) For the purposes of administration of this Article, it is understood and agreed that employees must schedule vacation in one (1) week blocks and employees may select up to two (2) weeks back to back. If more than two (2) weeks are required in exceptional circumstances the Security Manager and the employee will discuss the circumstances and the Security Manager will exercise his discretion to determine whether it warrants a variation from the strict language herein. Full time employees with at least fifteen days of entitlement may take up to five (5) days of vacation as individual days.

- (d) Any vacation that is not scheduled in the November picks will be taken at the discretion of the Employer and subject to operational requirements. Responses to requests after the picks have been completed will be provided on a first come and first serve basis within two (2) weeks of the request.

ARTICLE 19 – DESIGNATED HOLIDAYS

19.01 There are eleven (11) paid holidays:

- New Years 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

19.02 All employees are eligible for holiday pay if he worked his regularly scheduled day before and after the holiday or worked on the holiday.

19.03 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.

19.04 Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 19.03(b) or (c) above, to work their entire shift on the paid holiday, will not be eligible for premium pay or holiday pay.

19.05 Holiday pay will be calculated in accordance with the Employment Standards Act and its regulations governing continuous operations

- 19.06 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 shall be paid at the rate of time and one-half his base hourly rate, for all hours worked between 12.01 a.m. and 11.59 p.m. on the holiday, in addition to any holiday pay to which he is entitled.
- 19.07 A full-time employee who was scheduled to work and did work on the holiday may elect, in lieu of holiday pay, to be compensated by time off in lieu equal to the employee's regularly scheduled hours if such an agreement is reached between the employee and his Supervisor prior to the holiday. It is agreed that such lieu time must be taken within six (6) months of the holiday and that no more than three (3) lieu days may be carried at any one time. In order to schedule a lieu day, the employee must request the lieu time at least 2 weeks in advance of the requested day off. Lieu time will only be granted subject to the operational needs of the department.

ARTICLE 20 – ABSENCES FROM WORK

- 20.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Security Manager or his designate as far in advance as possible of his/her scheduled starting time, giving the reason he is unable to attend work, the date of expected return, and the details as to where he can be contacted during the 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 this is not medically possible.
- 20.02 Medical evidence may be required by the Employer outlining the expected date of return, the ability of the employee to perform any of his / her duties or alternate duties and any possible accommodations.
- 20.03 Such evidence will be required should an absence exceed three (3) days in duration and may also be required where the Employer has reasonable cause for concern. Employees are required to cooperate with the Attendance Management Program.
- 20.04 The cost of obtaining medical evidence shall be borne by the Employee except where the employee is sent to a physician of the Employer's choice for an independent medical examination.

ARTICLE 21 – HEALTH, DENTAL AND LIFE

- 21.01 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the health, dental and life insurance benefits conferred by this collective agreement are not in total substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

- 21.02 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.
- 21.03 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.
- 21.04 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 100% paid by the employer.
- 21.05 An 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. Part time employees must meet a minimum average of 50% of regular full time hours per week (excluding overtime) to be eligible for benefit coverage. Premiums are 50% paid by the employer and 50% by the employee. Eligibility is reviewed every six (6) months.
- 21.06 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:
- (a) Dental
- Basic routine service, covered at eighty five percent (85%) to a two thousand dollar (\$2000) per calendar year maximum
 - Major restorative services covered at fifty percent (50%), to a two thousand dollar (\$2000) per calendar year maximum
 - Dentures covered at fifty percent (50%) to a three thousand dollar (\$3000) lifetime maximum.
 - Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of two thousand dollars (\$2000) for dependent children aged six (6) to eighteen (18)
 - Recall visits every nine (9) months
 - ODA Fee Guide applied will be as with all other employees and as amended from time to time.

(b) Prescription Drug & Health

- reimbursement of ninety percent (90%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. Does not include over the counter drugs.
- employee to be provided with a drug card
- vision care is two hundred dollars (\$200) per twenty-four (24) month period for each covered person; includes contact lenses
- private/semi-private hospital coverage up to a maximum of one hundred and fifty dollars (\$150) per day
- paramedical services (i.e. chiropractor, chiropodist, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist and speech therapist) reimbursed up to a maximum of twenty five dollars (\$25) per visit and a yearly maximum of three hundred dollars (\$300) per practitioner for each covered person once OHIP maximum is satisfied.
- the purchase, repair or replacement (excluding replacement batteries) for hearing aids are covered up to three hundred dollars (\$300) every three (3) calendar years for each covered person.
- orthopedic shoe coverage is one pair per calendar year up to a maximum of two hundred dollars (\$200) for each person as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and constructed for you or your covered dependent.
- 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.
- out-of-country/province medical coverage is 90% cost of emergency medical services up to the maximum allowed under the schedule of fees published by the OMA
- coverage at ninety percent (90%) for smoking cessation products, with a one thousand dollar (\$1000) lifetime maximum

(c) Life Insurance

Full Time

- Basic Life Insurance of one times (1X) the employee's annual base salary. Premiums are 100% paid by the employer.
- Supplementary Life Insurance of one, two or three times (1,2 or 3 X) annual base salary. Premiums are 100% paid by the employee.
- Dependant Life Insurance of five thousand dollars (\$5000), ten thousand dollars (\$10000) or fifteen thousand dollars (\$15000) for employee's spouse and each dependant. Premiums are 100% paid by the employee.

Part Time

- Basic Life Insurance of ten thousand dollars (\$10,000). Premiums are 50% paid by the employer and 50% by the employee.

ARTICLE 22 – WORKPLACE SAFETY AND INSURANCE

- 22.01 (a) 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 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 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 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) days, then the time will be unpaid.

Once a claim is approved the Employer will pay 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.

- (b) 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/her portion or his or her participation will cease. This applies only in the first year following injury

ARTICLE 23 – SHORT TERM SICKNESS PLAN AND LONG TERM INCOME PROTECTION PLAN

Short Term Sickness Plan (STSP)

- 23.01 STSP is available only to full time employees who have completed at least twenty (20) consecutive shifts of active full time employment. Statutory holidays, leaves of absence with pay, vacation, lieu time, or an approved WSIB claim are not considered in calculating the twenty (20) consecutive shifts, however, if the employee calls in sick during the twenty consecutive shifts, then the count starts over at 1.”
- 23.02 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. Before making such a substitution, the Employer shall notify the Union to explain the proposed change
- 23.03 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.
- 23.04 STSP will provide qualified employees with one hundred percent (100%) of salary for the first 48 hours (6 days) of eligible absence and seventy five percent (75%) of salary for the following 992 hours (124 days) of eligible absence.
- 23.05 STSP entitlement will automatically be reinstated at the beginning of each calendar year with the following exceptions where the employee will need to requalify as stated in 23.01:

- (a) the illness continues from one calendar year to the next whereupon the employee will continue to use the preceding year's STSP benefit.
- (b) the employee has exhausted their entire STSP benefit during a calendar year
- (c) the employee returns to work on a part time basis.

23.06 No benefits will be payable for disability resulting from:

- self inflicted injuries or sicknesses
- war (whether declared or not), riot, hostilities of any kind, insurrection or civil commotion or any similar incident
- medical care or surgical care which is cosmetic or experimental
- committing or attempting to commit an assault and/or a criminal act
- alcohol or drug addiction or the use of any hallucinogenic or stimulating agents unless the disability is specifically documented as being an organic condition and the employee is actively participating in an approved treatment program and is following the treatment of a physician

23.07 STSP benefits will cease to be paid on the earliest day:

- an employee recovers and/or is not disabled;
- and employee fails to comply with his or her obligations under 22.03;
- an employee's last day of employment;
- an employee works elsewhere;
- an employee travels any significant distance, without prior approval;
- an employee dies

Long Term Income Protection Plan (LTIP)

23.08 LTIP is available only to qualified full time employees who have been "totally disabled" for a period of longer than six (6) months. Participation for full time employees is mandatory. An employee is eligible for coverage on the first day of the month coinciding with or following two months of continuous service.

23.09 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.

- 23.10 LTIP premiums are eighty-five percent (85%) paid by the employer and fifteen percent (15%) by the employee. 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.
- 23.11 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.
- 23.12 LTIP benefits are paid at sixty-six and two thirds percent (66 2/3%) of your basic monthly earnings. LTIP is subject to approval from the insurance company.
- 23.13 No benefits will be payable for disability resulting from:
- self inflicted injuries or sicknesses
 - war (whether declared or not), riot, hostilities of any kind, insurrection or civil commotion or any similar incident
 - medical care or surgical care which is cosmetic or experimental
 - committing or attempting to commit an assault and/or a criminal act
 - alcohol or drug addiction or the use of any hallucinogenic or stimulating agents unless the disability is specifically documented as being an organic condition and the employee is actively participating in an approved treatment program and is following the treatment of a physician
- 23.14 LTIP benefits will cease and coverage will end on the earliest of:
- an employee recovers and/or is not totally disabled;
 - an employee fails to comply with his or her obligations under 23.03;
 - an employee's last day of employment;
 - an employee reaches age 64 and 6 months of age;
 - an employee works elsewhere, except as part of an approved rehabilitation plan;
 - an employee travels any significant distance without prior approval;

- an employee joins the armed forces of any country on a full time basis;
- an employee is on a leave of absence without pay for more than thirty (30) days and does not pay the required premiums;
- an employee dies.

ARTICLE 24 – PENSIONS

24.01 The Employer and Employees are required to participate in the OPT or OPSEU Pension Trust in accordance with the terms of that Plan.

ARTICLE 25 – BULLETIN BOARDS

25.01 The Employer will provide the Union with reasonable access to an area of an bulletin board for the posting of the following notices:

1. Notices of union elections
2. Union election results
3. Notices of union meetings
4. Notices of union recreational and social events
5. Names of Stewards and Executive
6. Local union by-laws
7. Minutes of Union meetings

Notices shall be endorsed by the Local Union President or designate and must be provided to the Security Manager or designate prior to posting.

The bulletin board is provided for the purposes identified above and shall not be used for disseminating propaganda of any kind whatsoever, or for the posting or distribution of pamphlets, political matter of any kind whatsoever, or advertising. It shall not be used to demean or make derogatory comments about employees, the Employer or management of the Employer.

ARTICLE 26 – GENERAL

26.01 Tips

Employees will only be allowed to accept gifts and gratuities as expressly permitted for by the employer's policies.

26.02 Education and Training

- (a) Upon submission of a passing grade report and original receipts for payment, seniority rated full time employees will be reimbursed for tuition fees by the Employer for a work-related course, which the Security Manager agrees, is job specific or have direct application to their duties. The course must be taken at an accredited educational institution

(determined by Income Tax status), and the reimbursement is up to a maximum of one thousand five hundred dollars (\$1500.00) per education year. An education year runs from January 1st to December 31st each 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 the Employer determines that training is mandatory, it will pay for it and provide it. Where the training is held outside regularly scheduled hours and results in an overtime situation then it shall be paid at time and one half.

26.03 Uniforms

- (a) Uniforms shall be determined by, provided by and replaced by the Employer, as it requires on an as-needed basis.
- (b) Employees are responsible for caring for his or her uniform. Items that require dry cleaning will be done at the Employer's expense.
- (c) Upon leaving employment, 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.
- (d) Where employees are required to wear Employer approved safety footwear they will be provided with reimbursement of up to one hundred (\$100.00) dollars per calendar year upon provision of a receipt.

Expenses

- 26.04 No expenses are to be incurred except where the activity and the need for an expense is approved in advance and reimbursement is subject to the submission of supporting documentation. Subject to this, 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.

Conflicts

- 26.05 Security Officers extensively monitor other employees and protect the property of the Employer and must at all times be wary of conflicts of interest or the perception of conflicts.

Copies of the Agreement

26.06 The parties shall share equally the cost of printing and distributing sufficient copies of this Agreement.

Evaluations

26.07 Where evaluations / performance appraisals are performed by the Employer, the employee will cooperate in conducting the evaluation, will review the evaluation, and may reply and add comments in the designated section of the evaluation. The employee will then sign the evaluation which will be maintained in his or her file.

Licences

26.08 Upon presentation of a receipt, the Employer will reimburse the Gaming Licence fee paid by the employee on his or her first pay cheque. If the employee 's employment ends prior to ninety (90) calendar days then the fees paid will be owed to the Employer and will be withheld from any wages owing. The Employer will pay any required Gaming Licence fee for an active employee when he performs their regular licence renewal.

ARTICLE 27 – PERSONNEL FILE

27.01 An active employee, during the course of his or her employment, shall have a right once per year or as otherwise agreed to examine all documents pertaining to him or her in the personnel file. Examination of such a file shall occur at a time convenient to the Employer and the Employee and following a written request from the employee in the form required by the Employer's policy. The review will take place in the presence of an Employer's representative and there will be no right to remove items from the file.

ARTICLE 28 – DEFINITIONS

28.01 In this collective agreement, the following definitions apply:

- (a) All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.
- (b) Where the singular is used throughout this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.
- (c) Unless otherwise noted, "day" means calendar day.
- (d) "Spouse" means either of two persons including those in same-sex spousal relationship who:

- (i) are legally married to one another; or
- (ii) have co-habitated for a period of not less than six (6) 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 29 – DURATION

29.01 The parties agree that the stated term of this collective agreement shall be from April 1, 2005 to March 31, 2007.

29.02 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.

Jill Morgan

Dave Rennie

Jason Sliepenbeek

Cara Darocy

Sherrelle Gillen

Joe Claus

For the Union

For the Employer

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, a 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 thirty days (30) 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 temporary 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.

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 serve a probationary period but will have his or her service credited towards probation.

5. Temporary employees will be covered by Article 1 (Purpose), Article 4 (Management Rights), Article 7 (Representation), Article 6 (Dues Deduction), Article 8 (Health and Safety), Article 27 (Personnel File) and Article 19 (Statutory Holidays). The grievance and arbitration provisions of the agreement apply to temporary employees as if they were probationary employees under the agreement.
6. 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.
7. The total number of temporary employees will not exceed 15% of the part time and full time security department workforce, unless otherwise agreed to by the parties.

Letter Of Understanding #1 - Transition of Service

The following employees were hired from employment at Windsor Raceway, a separate employer, at the time that the Slots were first opening. Each of them will have his service with the Windsor Raceway treated as if it were service with the Slots outside of the bargaining unit for the purpose of this agreement.

Ron Reisch

Frank Framalico

Adua DeRose

Employees who were originally hired at other OLGC sites will have their service based on length of employment with the OLGC and not just at the Employer.

Letter of Understanding #2 - Computer Purchase Policy

If the employer runs a Computer Purchase Program Campaign for all other hourly employees at Slots at Windsor Raceway within the duration of this collective agreement, then it will be offered to the employees in the bargaining unit on the same terms. Application and/or interpretation of the Program is within the discretion of the Employer and is not subject to a grievance.

Letter of Understanding #3 – Vacation Allowances

Those employees who were employed on the date of ratification of this agreement and who had a vacation allowance of three (3) weeks will maintain that vacation notwithstanding that all new employees will commence employment with a two (2) week allowance.

Letter of Understanding #4

The Company is currently undertaking a review of status change movements of employees. The Company has a responsibility to assess the impact to all employees of any changes to the current established practice. Recognizing the importance of this matter for the employees, in the event that the employer implements a change to its current practice, it will notify the union of that change. The union may indicate within 10 days, in writing, whether it wishes to maintain the current practice or to adopt the new corporate policy on status change, as the guiding policy for movement within the bargaining unit.

Letter of Understanding #5

The parties agree that, at a mutually agreed upon time, they will meet to discuss employee issues as they relate to the Collective Agreement.