

98 E ployees

Unit No. 135A

SOURCE	<i>Local</i>		
EFF.	<i>97</i>	<i>01</i>	<i>01</i>
TERM.	<i>99</i>	<i>12</i>	<i>31</i>
No. OF EMPLOYEES	<i>100</i>		
NOMBRE D'EMPLOYES	<i>100</i>		

COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO JOCKEY CLUB  
MAINTENANCE - FULL-TIME

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
A.F.L., C.I.O., C.L.C.

EFFECTIVE: JANUARY 1, 1997

EXPIRY: DECEMBER 31, 1999



06339(06)

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COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO JOCKEY CLUB,  
a non-profit Corporation without share capital, incorporated  
under the laws of the Province of Ontario and having its head  
office in the Municipality of Metropolitan Toronto  
(hereinafter called the "**Employer**")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(A.F.L., C.I.O., C.L.C.) (Maintenance Group)  
(hereinafter called the "**Union**")

OF THE SECOND PART

ARTICLE 1 - PURPOSE:

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Employer and its maintenance employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain suitable conditions of employment, including rates of pay and hours of work for all employees who are subject to the terms of this Agreement.

ARTICLE 2 - EMPLOYEES COVERED:

2.01 The Employer **recognizes** the Union as the bargaining agent for all employees of The Ontario Jockey Club engaged in maintenance at Greenwood Race Track, Woodbine Race Track and Greenwood **Teletheatre** in Metropolitan Toronto, and Mohawk Raceway in the Town of Milton, save and except persons above the rank of foreman, persons regularly employed for not more than **24** hours per week, students employed during the school vacation period, office staff and persons covered by subsisting collective agreements.

2.02 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

**ARTICLE 3 - RECOGNITION:**

**3.01** The Employer **recognizes** the Union **as** the exclusive bargaining agent for all of its employees engaged in maintenance as stipulated in Article 2 hereof with respect to the terms and conditions of employment including wages, hours of work and rates of pay.

**ARTICLE 4 - UNION MEMBERSHIP, DUES AND CHECK-OFF:**

**4.01 (a)** The Employer shall deduct once each month from the pay of each full-time employee the amount equal to his regular monthly Union dues. Such monthly dues are uniformly levied upon all members of the Union in accordance with its constitution and by-laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union. The dues so deducted shall be turned over by the Employer to the Secretary-Treasurer of the Union within fifteen (**15**) days after deduction is made and before the end of the current month for which deduction was made commencing in the month following the month of hire.

(b) The Union shall indemnify and hold the Employer harmless from any claims, suits, judgments, attachments and from any other form of liability arising as a result of such deductions made in accordance with the provisions of this Article.

(c) Notwithstanding anything contained in this Article, the Employer shall not be prevented from allocating employment to any person because the Union has denied him membership unless such person has refused to tender the Union dues uniformly required as a means of maintaining membership in the Union or, in the case of non-members, has refused to tender in lieu thereof an amount equal to such Union dues.

**ARTICLE 5 - NO STRIKE - NO LOCK-OUTS:**

**5.01 (a)** During the term of this Agreement, the Employer will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the service of the

Employer, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

- (b) The definition of the terms "lock-out" and "strike" as used in section (a) above, shall be in accordance with The Labour Relations Act.

#### ARTICLE 6 - MANAGEMENT RIGHTS:

6.01 The Union acknowledges that it is the sole and exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, direct, promote, demote, layoff and suspend, discipline or discharge employees provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) maintain and enforce such rules and regulations consistent with this Agreement as it may deem necessary and advisable and all employees shall be obliged to comply therewith;
- (d) generally to operate and manage its business in all respects and in accordance with its commitments, obligations and responsibilities. The right to determine the number of employees required from time to time, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer.

6.02 The prerogatives and responsibilities set forth in this Article and/or otherwise retained by management shall be exercised in a manner consistent with other provisions of this Agreement.

**ARTICLE 7 - REPRESENTATION:**

7.01 The Employer will **recognize** a Grievance Committee composed of not more than six (6) employees selected by the Union to be known as "**Stewards**", provided that no more than three (3) members of the Grievance Committee, including the Chief Steward, shall be present at any meeting with the Employer. In order to provide proper representation for employees, the Union will appoint a temporary steward to act in the place of any steward who is absent from work for a period of more than seven days. The Union will inform the Employer of the name of the appointee.

7.02 The Union shall keep the Employer notified in writing of the names of its currently **authorized** members of the Grievance Committee.

7.03 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate Supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work. This function is to be performed by the Steward without loss of regular pay from the Employer.

7.04 Where an employee is required to attend a meeting in which a suspension or discharge is to be given, the Supervisor will inform the employee prior to the meeting of his right to have a Union Steward present at the meeting. Where the employee requests such representation and a Union Steward is not available, the Supervisor shall reschedule the meeting within the next twenty-four (24) hours and it shall then become the sole responsibility of the employee concerned to arrange for a Union Steward to be in attendance when the meeting occurs.

**ARTICLE 7A - NEGOTIATING COMMITTEE:**

7A.01 It is mutually agreed that the Union has the right to elect or otherwise select a Negotiating Committee consisting of four (4) representatives. All members of the committee shall be regular employees of the Employer who have completed their probationary period.

7A.02 The Employer agrees that if a negotiation meeting prior to mediation lasts for four (4) hours or more, that members of the Negotiating Committee who are scheduled to work the shift immediately following the commencement of the meeting will not be required to report for work provided they notify the Employer of such intention.

7A.03 The Employer agrees to pay the wages of the Negotiating Committee members for regular scheduled hours not worked because of negotiations with the Employer prior to mediation.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Both parties agree that complaints will be adjusted as fairly and quickly as possible. Therefore, every attempt will be made to settle disputes during the first step of the grievance procedure. Investigation and settling of grievances may not be done during the regular working hours as set forth in this agreement, except in the case of emergency with the mutual consent of the Employer and the Union. No employee individually shall have the right to institute any action, arbitration or proceedings under this Agreement. All such rights shall rest solely in the Union. A grievance with respect to discharge shall commence by invoking Step No. 2 and it shall not be necessary to invoke Step No. 1 therefor.

### 8.02 Step No. 1

A complaint or grievance must be made in writing within five (5) working days of the occurrence causing same and it shall be taken up with the Property Manager by one member designated by the Union (hereinafter called the "Shop Steward"). If the complaint or grievance has not been settled within five (5) working days from the date on which it was first brought to the attention of the Property Manager by the Shop Steward, or within such longer period as the Property Manager and the Shop Steward may agree on, then Step No. 2 may be invoked, provided that Step No. 2 to be invoked must be invoked within fifteen (15) days from the occurrence causing the complaint or grievance.

### 8.03 Step No. 2

The Shop Steward shall deliver to the Director of Properties and Facilities, a copy of the written grievance referred to under the heading Step No. 1. A grievance with respect to discharge shall be delivered to the aforesaid officers within five (5)



**working** days of the discharge grieved. Within seven (7) days from receipt of the written grievance by the Director of Properties and Facilities or within such longer period as the Employer and the Union may agree on, a joint committee composed of three (3) representatives from each party shall meet and attempt to settle the grievance. Should the grievance not be settled by the said joint committee within seven (7) days of its first meeting, or within such longer period as the Employer and the Union may agree on, and if it is one which concerns the interpretation, application, administration, or alleged violation of this Agreement, then Step No. 3 may be invoked.

#### 8.04 Step No. 3

- (i) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement shall, after it has been carried through all the foregoing steps of the grievance procedure without being settled, be referred to a Board of Arbitration at the request of either party without stoppage of work.
- (ii) The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman, chosen by the other two members of the Board of Arbitration.
- (iii) Within fifteen (15) days from the date that the joint committee has terminated its deliberations at Step No. 2, the party requesting arbitration shall notify the other party in writing of the desire to arbitrate the grievance and in the notification it shall also state the name of its nominee to the Board of Arbitration.

The recipient of the notice shall, within ten (10) days of receipt of same, notify the other party of its nominee, and the two nominees so appointed shall confer and appoint a third person to act as Chairman of the Board of Arbitration.

- (iv) In the event the two nominees are unable to agree upon a Chairman within fourteen (14) days of the appointment of the latter of them, either party or its nominee may apply to the Minister of Labour for the Province of Ontario for the appointment of the third person to act as Chairman of the Board of Arbitration.

- (v) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (vi) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- (vii) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (viii) The Board of Arbitration shall have the power to relieve against **any** inconsequential delays concerning time limits established in Step Numbers 1, 2 and 3 and it may extend such time limits retroactively.
- (ix) The Board of Arbitration shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance before the Board.
- (x) Proceedings before the Board of Arbitration will be expedited by the parties hereto and the decision of the majority of the Board of Arbitration will be accepted as final and binding upon the parties hereto. If there is no majority decision, the decision of the Chairman shall be the decision of the Board of Arbitration and shall be final and binding upon the parties hereto.

**8.05** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**8.06** Each of the parties to this Agreement will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Board of Arbitration.

**8.07** It is hereby agreed that an employee who has incurred discharge, suspension or other disciplinary action involving a loss

of wages, shall be compensated for lost wages in the event of a reversal or other adjustment to such action made in accordance with the provisions of this Article 8, but only to the extent of his success under this Article 8.

**8.08** Policy and Group grievances to commence at Step 2.

**8.09** Saturdays, Sundays and holidays are not to be counted in the time limits as set out in this article and article 9.01.

ARTICLE 9 - EMPLOYER'S GRIEVANCE:

**9.01** It is understood that the Employer may bring forward, at any time, any complaint with respect to the conduct of the Union, its officers, Shop Stewards or members and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties within seven (7) days, it may be treated as a grievance at Step No. 2 and referred to arbitration in the same way as the grievance of an employee. The grievance shall be delivered in writing to the President, the Chief Steward, or the Secretary of the Union.

ARTICLE 10 - SENIORITY:

**10.01** An employee will be on probation until he has completed sixty (60) working days continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the Seniority List and credited with sixty (60) days seniority. A revised copy of each Seniority List shall be posted on the appropriate bulletin board and sent to the Union in January and July of each year.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided herein.

**10.02** In all cases of lay-offs, recall, promotions, other than appointments to positions outside the scope of the bargaining unit, the following factors shall be considered:

- (a) seniority
- (b) skill, competence, efficiency, merit and ability.

Where these factors are relatively equal, seniority shall govern provided the employees have the qualifications to perform the work in question.

10.03 An employee shall lose all seniority and shall be deemed terminated if he:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of more than eighteen (18) months;
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee;
- (e) fails to return to work upon termination of an **authorized** leave of absence or **utilizes** a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless an explanation satisfactory to the Employer is given by the employee;
- (g) is absent due to illness or disability which absence continues for more than twenty-four (24) months. This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

10.04 It shall be the duty of the employee to notify the Employer promptly of any **change** in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

**ARTICLE 11 - JOB POSTING, VACANCIES, PROMOTIONS AND TRANSFERS:**

11.01 The Employer will consult with the Union not less than two weeks before posting a new job classification. The Employer will entertain any suggestions from the Union, made before the job is posted.

.1.02 Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) working days at appropriate locations, including all bulletin boards, for a minimum period of ten (10) working days and a copy of the notice shall be sent to the Union. The notice shall set out the qualifications required by the **job**, classification and **wage** rate. The Union will be informed of any new classification to be introduced by the Employer.

11.03 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days of posting to the senior applicant provided he is able to perform the job, subject to Article 10.02.

11.04 New employees shall not be hired where there are employees on layoff able to perform the job.

11.05 If a qualified employee is required to work in a higher paying classification for a period of two (2) consecutive hours or more, he will be paid the rate of the higher paying classification for hours worked in the higher paying classification.

An employee will be deemed to be qualified if the Employer requests him/her to perform the work.

11.06 The successful applicant for a job vacancy will be placed in the position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Seniority List employees accepting job vacancies will be paid the job rate of the classification they accept from the commencement of their assignment.

## ARTICLE 12 - HOURS OF WORK AND SCHEDULES:

12.01(a) The normal hours of work shall consist of forty (40) hours per week, exclusive of unpaid meal periods. Any hours worked by an employee in excess of eight (8) hours per shift or forty (40) hours in a week shall be paid at the rate of one and one-half (1 1/2) times his regular hourly base rate shown on Schedule "A".

Hours worked by an employee on a scheduled day off shall be paid at the rate of one and one-half (1 1/2) times his regular hourly base rate shown on Schedule "A". The normal work week shall be Saturday to Friday.

- (b) In the event one of the holidays listed in Article 23.01 falls during a given week or the holiday in Article 23.03 falls during a given week at a non- operating track and an employee in either situation is scheduled off work on the day concerned to enjoy the holiday, he shall be deemed, for purposes of computing overtime under Article 12.01(a) only, to have worked eight (8) hours on such day.
- (c) All hours worked by an employee on the holidays listed in Article 23.01 (and also the holiday in Article 23.03 by an employee at a non-operating track) shall be paid for at the premium rate of double time and one-half the employee's base rate, provided the employee qualified for holiday pay under Article 23.02 in respect of that holiday. It is understood that this premium rate of double time and one-half includes the holiday pay for which the employee qualified. There shall be no duplication or pyramiding of premiums nor shall hours in respect of which one premium has been paid be counted as hours for which another premium is to be paid.

12.02 Work schedules for the maintenance employees will be posted four (4) weeks in advance of the applicable work week and the Employer will endeavour to keep any changes to such schedules to a minimum.

12.03 Wherever possible, shift changes scheduled by the Employer will commence only after a scheduled day off.

12.04 Whenever non-race days are consecutive, the employer will endeavour to schedule days off on consecutive days.

The Employer will give careful consideration to **any** suggestions made by the Union regarding scheduling of days off.

12.05 The Employer will endeavour to distribute all overtime on an equitable basis amongst Seniority List employees in the classification and at the location where the overtime is required.

12.06 The Employer may allow exchange of shifts at the request of two (2) employees, or changes to the posted schedule at an individual's request, provided such change in posted schedules be submitted in writing by both employees, in the case of a shift exchange, and the individual employee in the case of a requested change to the schedule, and the Employer's approval is obtained in advance and that no overtime premium is paid and no additional cost to the Employer results from such exchange of shifts or change in posted schedules.

**ARTICLE 13 - LEAVE OF ABSENCE:**

13.01 An employee shall not take leave of absence without prior written approval of the Employer and a copy of such written approval shall, in every case, be filed with the Union.

13.02 Employees may be granted leave of absence without loss of seniority. Subject to paragraph 13.03 of this Article, leave of absence will not be granted for the purpose of engaging in work outside the Employer's employment. Applications for leave of absence shall be made to the Employer and the Union shall be notified of such a leave. In cases of sickness or other exceptional circumstances, extended leave of absence may be granted. It is understood and agreed that the Employer will not act arbitrarily in withholding its approval on application for leave of absence.

13.03 When, by mutual agreement between the Employer and an employee, and after discussion with the Union, an employee who is covered by this Agreement is assigned to a position outside this collective agreement, he shall be continued on the Seniority List for a period of one (1) year less a day from the date on which he commences his new duties. If any employee has not been reassigned to a position covered by this Agreement within such period of one (1) year less a day, then his name shall be removed from such Seniority List.

13.04 Any employee who is absent from employment due to sickness or accident for the period of more than one (1) day shall not be given any priority in the allocation of employment on the day he returns to work, unless he shall have notified his supervisor of his availability at least twenty-four (24) hours prior to the scheduled roll call; provided, however, that when such absence is for one (1) day only, then the length of notice required shall be two (2) hours prior to the scheduled roll call.

13.05 In the event of layoff the Employer will continue to pay its portion of all insured benefits up to the end of the month in which the layoff occurred.

13.06 Employees on layoff or an unpaid leave of absence, excluding illness or accident may continue to participate in the Employer's benefit plans provided that they continue to pay the full premiums at their own expense.

**ARTICLE 14 - LAYOFF AND RECALL:**

14.01 In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

14.02 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff or;
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit provided the employee is qualified to perform the duties of the lower or identical paying classification without training other than orientation and to the satisfaction of the Property Manager.

Such junior employees so displaced shall be laid off subject to his rights under this section.

- (c) An employee who elects to exercise his rights under paragraph 14.02 hereof shall so notify the Property Manager in writing, on a form provided by the Employer at the time notice is given, within three (3) working days following receipt of such layoff notice failing which the Employer shall be entitled to proceed as if such employee had decided not to exercise his rights under paragraph 14.02 (a) and (b).

14.03 Subject to Article 10.02, employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his current address. The employee shall



return to work within seven (7) working days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.

#### **14.04 Temporary Seasonal Layoff**

1. In the event of a temporary seasonal layoff at a specific racetrack, employees to be laid off at that track will be given layoff notice. Such notice will be given at least 4 weeks in advance with a Union Steward present.
2. An employee given such temporary seasonal layoff notice will have the following options:

(a) accept the layoff, or

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical **paying** classification in the bargaining unit provided the employee is qualified to perform the duties of the lower or identical paying classification without training other than orientation and to the satisfaction of the Department Manager.

Such junior employees so displaced shall be subject to (a) and (b) above and will be provided with as much notice as possible.

3. Should the employee accept the layoff, he will not be recalled before the anticipated recall date indicated on the layoff notice. However, should a vacancy occur at the home track, the most senior employee having been displaced to another racetrack or laid off will be recalled.
4. If at the end of the seasonal layoff the employee has not been recalled, he will then be offered the options under **2(a)** and **(b)** above.
5. Should the employee elect to bump, pursuant to 2 above, he must notify the Department Head within 3 working days of the layoff notification that he wishes to bump and of which track(s) he wishes to work and to which positions he wants to work.

Should a position not be available that the employee has expressed interest in, the employee will be laid off and recalled when an available position occurs at the track(s) of his choice.

6. Should a job vacancy occur during the temporary seasonal layoff period at another track where the layoff did not occur, the Department Head has the right to hire a new employee provided that there is no employee on temporary seasonal layoff who has indicated a desire to work at that location and in the position that is available.
7. Seniority will continue to accumulate during temporary seasonal layoff.
8. The Department Head will provide notice of recall by registered mail to the last recorded address provided by the employee. The employee shall keep the Employer advised at all times of his current address.
9. Employees on such temporary seasonal layoff may continue to participate in the Employer's benefits plans if they pay the premiums.

**ARTICLE 15 - DISCHARGE AND DISCIPLINE:**

**15.01** The Employer agrees that, during the term of this Agreement, it will not discharge any employee who is on the Seniority List except for such conduct on the part of such employee as shall be just and sufficient cause for such discharge.

**15.02** It is understood and agreed, without limiting the Employer's rights to discharge employees, that

- (i) absence from employment by any employee save and except for sickness, accident, unavoidable circumstances or with leave of the Employer,
- (ii) the fact that the Employer is called upon to discharge an employee by reason of, or arising from, the supervision of Agriculture Canada and/or provisions of The Racing Commission Act and regulations thereunder and/or the rules of racing of the Ontario Racing Commission referred to under Articles 32 of this Agreement,

shall be conclusively deemed to be just and sufficient cause for dismissal of the employee provided that nothing herein shall prevent the employee going through the grievance procedure to determine whether or not the employee has been so absent or the Employer so called upon.

**15.03** Any disciplinary notation issued to an employee will be removed from his record two (2) years after the date of issuance provided the employee receives no other disciplinary notation of a similar nature within the said two year period.

**15.04** A copy of all disciplinary notices issued to bargaining unit members shall be forwarded to the Union's Business Agent.

**ARTICLE 16 - ACCESS BY UNION REPRESENTATIVES:**

**16.01** The Employer shall, subject to the terms of this Agreement, permit **authorized** representatives of the Union, not exceeding five (5) in number, to have access to that portion of the race track where the employees are working, except all money rooms, for the purpose of communicating with all maintenance employees employed therein and for the purpose of conferring with the Employer, but such access shall be at such times and places and in such manner as not to interfere with the regular duties of the maintenance employees or the operation of the Employer's business. The Employer shall comply with all reasonable requests by the Union for a copy of the payroll for specified pay periods in respect of employees covered by this Agreement.

**ARTICLE 17 - SHIFT PREMIUM:**

**17.01** Thoroughbred racing drivers who perform the duties of maintaining thoroughbred racing strips and begin their work shifts between 9:30 p.m. and 6:00 a.m. at both operating and non-operating race tracks, will be paid a premium of \$2.60 per hour for all hours worked during the shift.

**ARTICLE 18 - SICK LEAVE:**

**18.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill.

18.02 Employees, other than probationary employees, shall accumulate sick leave credits at the rate of three-quarters (3/4) day per month. Probationary employees shall, upon completion of the probationary period, be credited with one (1) day's sick credit.

18.03 Accumulated sick leave credits may be **utilized** from day one of the accident or illness until the number of days accumulated have been exhausted. The Employer will allow employees to **utilize** their sick leave credits to top up the weekly indemnity payments from the insurer.

18.04 Upon request, employees will receive notification of their accumulated sick days.

18.05 Accumulation of sick leave credits cease during personal leave of absence greater than thirty (30) days, layoffs, other than seasonal layoffs, greater than thirty (30) days, and sick leave of absences greater than 1 year. For clarity purposes, sick leave credits continue to accumulate during seasonal layoff. Sick leave credits accumulated during a period of absence shall be credited to an employee upon his return to work.

#### ARTICLE 19 - INSURANCE AND MEDICAL:

19.01 The Employer agrees to continue its present contributions towards coverage of eligible employees in the Employer's/ Employees benefit program. Employees will **be** eligible for **enrollment** upon completion of the probationary period. **Enrollment** will be subject to the terms and conditions of the various plans which make up the program. In the event amendments are made to the various plans current benefit levels will not be reduced.

19.02 It is understood that the monthly premium rates, on the dental portion of the program will be paid based on the 1996 ODA fee schedule. Effective date of ratification they will be paid based on the 1997 ODA fee schedule, effective January 1, 1998 on the 1998 ODA fee schedule and effective January 1, 1999 on the 1999 ODA fee schedule.

All eligible employees must join the Employer's Pension Plan in accordance with its terms and conditions. It is agreed that such employees will contribute the required amounts to such Plan through payroll deductions.

19.03 The vision care component of the **Employer's/Employees** benefit program will provide for a maximum claim of \$125 per eligible person every two years.

19.04 The basic life insurance coverage and AD&D under the **Employer's/Employee** benefit program will be \$20,000.

19.05 The maximum monthly benefit under the **LTD** insurance component of the **Employer's/Employee** benefit program will be \$1200. Effective January 1, 1998, the maximum monthly benefit under the **LTD** insurance will be \$2000 with a benefit level of 66 2/3%. The elimination period for the **LTD** benefit will be changed from 26 weeks to 43 weeks.

19.06 Where an employee is permanently laid-off, the Employer will continue to pay its portion of insurance premiums for Health Care, Dental and Vision benefits as in force as of the date of permanent layoff for three (3) months following the date of permanent layoff.

19.07 The Employer shall have sole and absolute discretion in all matters relating to retirement provided, however, that without limiting the Employer's discretion in matters relating to retirement, the Employer shall, at least sixty (60) days prior to retiring any employee, notify the Union of its intention and consider such submissions as the Union may make. The Employer, exercising its sole discretion in all matters relating to the retirement of employees, has adopted the following retirement policy:

Employees who attain the age of sixty-five (65) will not necessarily be compelled to stop working at age sixty-five (65) but may, in the discretion of the Employer, continue to be employed after age sixty-five.

19.08 In the event of an absence due to illness or non work related injury, the Employer will continue to pay its portion of all insured benefits until such employee goes on to Long Term Disability.

In the event of an absence due to an injury at work the Employer will continue to pay its portion of all insured benefits for a period of one year following the injury.

An employee suffering an injury at work will be paid in full for the duration of his shift provided a medical certificate is submitted upon the employees return to work if so requested.

19.09 The Employer agrees to make, on behalf of eligible employees on the Seniority List all premium payments for a weekly indemnity plan that will provide for coverage of  $2/3$  of their normal weekly wages up to the Unemployment Insurance weekly maximum for twenty-six (26) consecutive weeks subject to the terms and conditions of the plan.

The Employer will provide copies of incident reports to the affected employees immediately upon request.

19.10 Where an employee's injury or disablement arose from an identifiable incident that occurred out of and in the course of employment, the Employer will top-up the weekly indemnity payments from the insurer to a maximum of 90% of the employee's normal weekly wages.

An employee who has initiated a weekly indemnity claim may request to receive the equivalent of 90% of his normal weekly wages directly from the Employer providing he signs a weekly indemnity waiver form assigning his weekly indemnity benefit to the Employer. Where it is determined that the injury or disablement is not occupational in nature as defined above, the claim is denied, or the Employer makes an overpayment to the employee, the employee must reimburse the Employer the full amount of the overpayment.

19.11 Where an employee's injury or disablement arose from an identifiable incident that occurred out of and in the course of employment, and where it is not possible to schedule the appointments outside of his scheduled hours, the Employer will accommodate an employee's request to change his schedule to allow time off for rehabilitation and medical appointments without loss of income.

## ARTICLE 20 - SUPERVISORS PERFORMING BARGAINING UNIT WORK:

20.01 At no time shall supervisors, other employees outside the bargaining unit or contractors perform bargaining unit work which would result in the layoff of a bargaining unit employee who is in any of the classifications listed in Schedule "A" to this Agreement or the reduction of such a bargaining unit employee's normal scheduled hours of work or benefits.

For purposes of clarity it is understood that snow removal at Woodbine, Greenwood and Mohawk by contractors will not constitute a violation of this clause.

**20.02** The Employer will supply the Union with a list of the supervisors.

**ARTICLE 21 - WAGES:**

**21.01** During the term of this Agreement, the Employer and the Union agree that the classifications and wage rates will be as set forth in Schedule "A" hereto, which is hereby made part of this Agreement.

**21.02** Notwithstanding the provisions of **21.01** of this Article **21**, the Employer and the Union agree that employees called in for work by the Employer and who in fact report for work in response thereto shall, in the event that for any reason no work is available, be paid amounts equal to four **(4)** hours pay.

**21.03** If racing is cancelled all employees who report to work not having previously been contacted not to report will be provided with 8 hours work or 8 hours pay in lieu thereof.

**21.04** Pay shortages of **\$15** or less will be corrected on the next **pay day**. Pay shortages of greater than **\$15** will be corrected as soon as possible but before **4:00 p.m.** the following Monday except where Monday is a statutory holiday in which case it will be before **4:00 p.m.** Tuesday.

**ARTICLE 22 - VACATION PAY:**

**22.01(a)** Every employee shall receive vacation pay as follows:

- employees employed less than one **(1)** year will have their vacation prorated.
- upon completion of twelve **(12)** months employment, two **(2)** weeks of basic pay;
- upon completion of four **(4)** years continuous employment while on the Seniority List, three **(3)** weeks basic **pay**.

- upon completion of ten (10) years continuous employment while on the Seniority List, four (4) weeks of basic pay.

- upon completion of twenty-two (22) years continuous employment while on the seniority list, five (5) weeks of basic pay. Effective upon ratification amend ~~twenty-two~~ to eighteen (18) years.

(b) For purposes of determining the years of continuous employment while on the Seniority List accumulated by an employee, any part of the first year in which an employee was placed on the Seniority List shall be deemed to have been the first year of continuous employment while on the Seniority List.

22.02(a) An employee is entitled to an equivalent number of weeks vacation time in accordance with his vacation pay entitlement outlined in Article 22.01 (a) and (b) .

(b) An employee must **utilize** a minimum of two (2) weeks of his vacation time entitlement or his maximum entitlement if it is less than two (2) weeks. Each employee shall advise management in writing, no later than April 1st, of the number of weeks of his remaining vacation time entitlement he wishes to **utilize** during that year.

(c) Notwithstanding Article 22.04, an employee who elects to **utilize** less than his full annual vacation time entitlement will be paid the difference between his annual vacation time entitlement and the number of weeks of vacation time he elects to use and/or has used by April 15th, of that year.

22.03 Employees must submit vacation time requests to the Department Head for approval as far in advance as possible before the vacation week(s) being requested. In scheduling available vacation time, the seniority of employees within their classification will be the main factor taken into account by the Employer, subject in all cases to the overall approval of the Employer.

22.04 The Employer agrees that vacation pay will be paid by separate cheque less any union dues and will be given to an employee one week in advance of his vacation provided he requests



his in writing of his supervisor at least three (3) weeks in advance of his vacation.

22.05 Should a paid holiday listed in Article 23.01 fall during the vacation period of any employee, such employee shall have his vacation period extended by one (1) day and he shall receive one (1) day additional **day's** pay at his regular hourly base rate shown on Schedule "A".

ARTICLE 23 - PAID HOLIDAYS:

23.01 The Employer and the Union agree that the following days shall be **recognized** as statutory holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

23.02 In order to qualify for holiday pay on the above mentioned holidays, an employee must meet the qualifying requirements set out in The Employment Standards Act.

23.03 The following day shall be **recognized** as a holiday at non-operating tracks (tracks which are not conducting racing at the time) : **Simcoe** Day. This provision does not apply to the Greenwood **Teletheatre** site.

23.04 In order to qualify for holiday pay for the above mentioned holidays, an employee must meet the qualifying requirements set out in The Employment Standards Act.

ARTICLE 24 - NOTICES:

24.01 Whenever notice is required to be given hereunder, it shall be given to the parties hereto at their respective addresses by registered mail, and in the event that notice is required to be given to any employee, it shall be given by registered mail, addressed to such employee at his last known address appearing on the payroll records of the Employer.

**ARTICLE 25 - PARTIES BOUND:**

**25.01** The provisions of this Agreement, and the rights and benefits provided herein, shall bind and **enure** to the benefit of the parties hereto and each and every member of the Union, and shall be binding upon the Employer and any successors, transferees or assignees of the Employer.

**ARTICLE 26 - BEREAVEMENT PAY:**

**26.01** Whenever there is a death of a member of the immediate family of an employee on the Seniority List while the employee is actively working for the Employer, the employee will, upon application and proof of death, receive leave of absence with pay for three (3) days immediately following the date of such death, if they are scheduled work days. The term "**immediate** family" shall, in this clause, mean the mother, father, brother, sister, husband, wife, children, grandparents, grandchildren, mother-in-law and father-in-law of such employee. Provided further, where there is a death of the brother-in-law or the sister-in-law of the said employee, then such employee will, upon the foregoing terms and conditions, receive leave of absence with pay for one (1) day.

**ARTICLE 27 - JURY DUTY AND COURT APPEARANCES:**

**27.01** Any employee on the Seniority List who is summoned for a Jury Sitting will be paid the difference between Jury Duty remuneration and his regular daily rate of pay for the days he is required to be in attendance for the Jury Sittings, provided that he presents reasonable evidence satisfactory to the Employer that he was summoned to attend a Jury Sitting and did, in fact, attend such Jury Sitting.

**27.02** An employee on the Seniority List who is summoned to Court as a witness on a matter arising directly from the affairs of the Employer or who is requested by the Employer to be present at Court proceedings in which the Employer is interested, shall receive his regular daily rate of pay (less any witness fees or conduct monies he may receive) for such working days as his attendance is required together with a travelling allowance of **20** cents per kilometre return.

**ARTICLE 28 - TRAVELLING ALLOWANCE:**

28.01 Any employee who is required by the Employer, or its designate, to use his own vehicle in connection with the Employer's business shall be reimbursed at the rate of 20 cents per kilometer.

**ARTICLE 29 - EDUCATION LEAVE:**

29.01 Where required by the Employer and legislation the employee shall be granted leave of absence with pay and regular benefits to take courses related to his job. Where such leave is granted the Employer shall pay the full cost of the course including tuition, entrance or registration fees and course required materials. Such expenses shall be approved **by** the Employer and agreed to by the employee in advance of such registration.

Employees who wish to take courses related to their work classification which do not require time off from their work may apply in advance for reimbursement to the Property Manager in writing. The manager will **reply** within 7 days whether reimbursement will occur. Upon successful completion of the course and presentation of the necessary receipts, the employee shall be reimbursed for the approved course costs.

**ARTICLE 30 - UNIFORMS, TOOLS AND CLOTHING:**

- 30.01(a) The Employer will supply each employee with a uniform in each calendar year. A uniform consists of four (4) shirts and three (3) pair of pants.
- (b) If requested, the Employer will also supply each employee with two (2) coveralls for every calendar year. Employees may select one (1) pair of insulated coveralls and one (1) pair of regular coveralls.
- (c) The Employer will supply one windbreaker and one **rain**-suit to each employee which will be replaced yearly if required provided the old windbreaker or **rainsuit** is returned first.

(d) The clothing to be supplied under this Article 30.01 will be provided by March 1<sup>st</sup> of each year or whenever the employee is recalled from lay-off, whichever date is later.

(e) The Employer will contribute \$80.00 per year towards the cost of safety boots for each employee. This contribution will be paid within ten (10) days of provision of proof of purchase.

30.02 The Employer will further supply each employee with one winter coat every two (2) years.

30.03 Should any employee be required to work in water, the Employer will supply him with one pair of rubber boots.

30.04 The Employer will reimburse a licenced mechanic for the cost of replacing broken tools to a maximum of three hundred and fifty dollars (\$350) in a calendar year. The Employer will reimburse the licenced trades, carpenters, stationary engineer - 4<sup>th</sup> class, machinist, starting gate mechanic, small engine mechanic, maintenance mechanic, and carpenters's helper for the cost of replacing broken tools to a maximum of one hundred dollars (\$100) in a calendar year.

In order to claim reimbursement, such purchase must be supported by a paid invoice.

#### ARTICLE 31 - HEALTH AND SAFETY:

31.01 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations, including The Ontario Occupational Health and Safety Act.

#### ARTICLE 32 - GOVERNMENTAL REGULATIONS:

32.01 It is understood and agreed, notwithstanding anything in this Agreement contained, that the employees shall be subject to the supervision of the Canadian Pari-Mutual Agency as provided by the regulations made by the Minister of Agriculture pursuant to the Criminal Code of Canada and subject to such provisions of The



**Racing** Commission Act and regulations thereunder and the rules of racing of the Ontario Racing Commission as are applicable.

**ARTICLE 33 - UNION REPRESENTATIVES:**

**33.01** It is understood and agreed that the Union, whenever requested to do so by the Employer, will supply the Employer with a list of names of the employees whom the Union designates and considers for purposes of this Agreement, as the Officers of the Union, the Steward or Stewards of the Union and the Union Representatives.

**33.02** The Union and Employer will share equally in the cost of printing this Agreement in booklet form.

**ARTICLE 34 - TERMINATION:**

**34.01** This Agreement shall continue in effect until the 31st day of December, 1999 and shall continue in force from year to year thereafter unless not more than ninety (90) days before the date of termination of this Agreement, either party shall furnish the other with notice of termination of or proposed revision of this Agreement.

IN WITNESS WHEREOF the party of the first part has hereunto affixed its corporate seal under the hands of its proper officers, and the party of the second part has caused its proper officers to affix their signatures as of the day and year first above written.

Dated at Toronto this 9<sup>th</sup> day of January 1988.

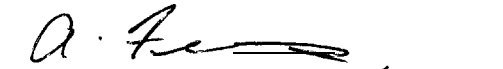
THE ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204



Jon Robertson

Slaney



Mark Vandenberg

Elison Decker

AF/OEP

SCHEDULE "A"  
WAGE RATES (per hour)

<u>Classification</u>	<u>Effective</u> <u>Date of Ratification</u>	<u>Effective</u> <u>Jan. 1, 1998</u>	<u>Effective</u> <u>Jan. 1, 1999</u>
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Licensed

Tradesman

Stat. Engineer 3rd Class	\$19.30	19.60	20.00
Plumber	19.30	19.60	20.00
Mechanic	19.30	19.60	20.00
Electrician	19.30	19.60	20.00

Skilled Help: I

Carpenter	16.60	16.90	17.30
Grader Operator	16.60	16.90	17.30
Stat Engineer- 4th Class	16.60	16.90	17.30
Storeskeeper	16.60	16.90	17.30
Machinist	17.20	17.50	17.90

Skilled Help: II

Carpenter's Helper	14.15	14.45	14.85
Driver	14.15	14.45	14.85
Gardener	14.15	14.45	14.85
Maintenance Mechanic	15.05	15.35	15.75
Small Engine Mechanic	14.15	14.45	14.85
Starting Gate Mechanic	14.35	14.65	15.05
Shipper/Receiver	14.15	14.45	14.85
Labourer "A"	12.30	12.60	13.00

Notes: (1) An employee assigned as a Lead Hand will receive a Lead Hand premium of 75 cents per hour. It is understood that the requirements of the duties of Lead Hand are to give instructions to the work crew. This position is supervisory only in a manner of giving direction of how the work to be performed is done. This position does not carry with it any disciplinary

authority which remains the jurisdiction of the Employer's supervisors.

(2) Probationary rate shall be **25** cents per hour less than the above rates during the probationary period.

(3) Employees rehired to a previously held position, will be paid the job rate at the commencement of the rehire provided that the required probationary period was completed in the former period of employment.

(4) It is understood that the maintenance and operation of all equipment is included in the Maintenance Mechanic's job. Maintenance Mechanics can be asked to do any duties that do not require a **licenced** trade as part of their job. The intent of this provision is to clarify the responsibilities of the Maintenance Mechanic position and is not intended to result in the layoff of **licenced** trades people.

(5) Following ratification, the Employer agrees to pay all employees who are members of the bargaining unit on the date of ratification, a lump sum amount in respect of retroactivity calculated on the following basis:

**\$0.25** per hour for all hours paid during the period January 1, 1997 to the date the new rates effective date of ratification are implemented.



LETTER OF UNDERSTANDING

Re: Devonish and Fisico

A) Vere Devonish will be paid no less than the following hourly rates for work performed during the lifetime of the collective agreement which expires December 31, 1999:



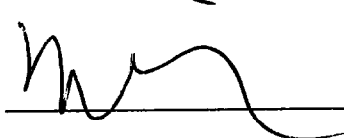
Effective Date of Ratification	January 1, 1998	January 1, 1999
\$17.35	\$17.65	\$18.05


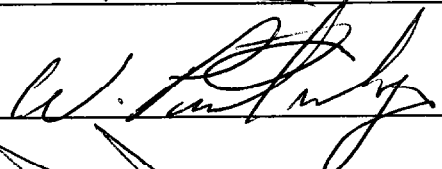
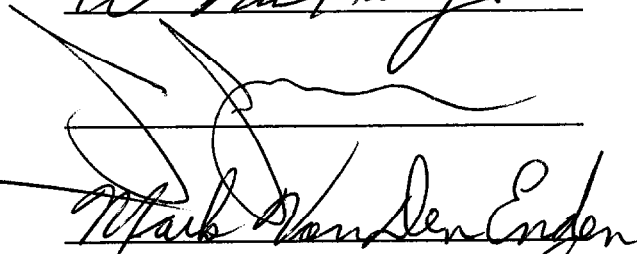

B) Similarly Luigi Fisico will be paid no less than the following hourly rates during the lifetime of the collective agreement which expires December 31, 1999

Effective Date of Ratification	January 1, 1998	January 1, 1999
\$14.70	\$15.00	\$15.40

THE ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

  
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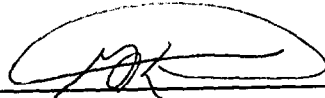
LETTER OF UNDERSTANDING

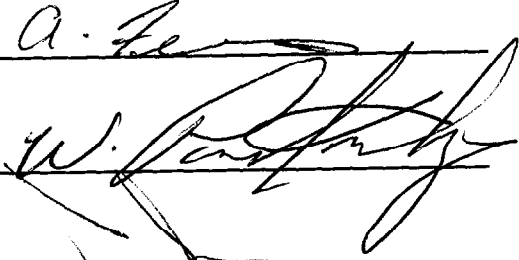
RE: SHIFT SCHEDULING

The Employer will endeavour to recognize seniority in the scheduling of shifts including shifts on statutory holidays, subject to operational requirements and availability of qualified personnel.

THE ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204

  
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Mark Handlen Ender  
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Wilson Paschore  
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## APPENDIX "A" PENSIONS

Amend the Final Average Earning benefit formula of the Pension Plan for Union Employees of the Ontario Jockey Club for employees who are members of the Toronto Maintenance bargaining unit from **1.4%** of **FAE/5** up to the **CPP Ceiling** and **2.0%** of **FAE/5** above the **CPP Ceiling** to **1.5%** of **FAE/5** up to the **CPP Ceiling** and **2.0%** of **FAE/5** above the **CPP Ceiling** effective **01/01/95** on Credited Service earned after **01/01/94**.

"**FAE/5**" means the employee's average earnings during the 5 highest paid consecutive years.

"**CPP Ceiling**" means the average **CPP Earnings** limit during the last 3 years of plan membership.

"Credited Service" means your period of membership in the plan.