

SOURCE	Union		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	720		
NOMBRE D'EMPLOYÉS	720		

COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO JOCKEY CLUB

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION
 LOCAL 528
 A.F.L., C.I.O., C.L.C.
 (Mutuels)

EFFECTIVE JUNE 6, 1996

EXPIRY: DECEMBER 31, 1998

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THIS AGREEMENT dated as of the 24th day of April, 1997

B E T W E E N :

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 -

LOCAL 528, SERVICE EMPLOYEES INTERNATIONAL UNION

(hereinafter called the "Union")

OF THE SECOND PART

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE:	Page 1
ARTICLE 2 - PLACE OF OPERATION	Page 1
ARTICLE 3 - EMPLOYEES COVERED:	Page 1
ARTICLE 4 - RECOGNITION:	Page 1
ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF:	Page 1
ARTICLE 6 - MANAGEMENT RIGHTS:	Page 3
ARTICLE 7 - DUTIES:	Page 3
ARTICLE 8 - EMPLOYMENT:	Page 3
ARTICLE 9 - LEGAL RIGHTS OF EMPLOYEES	Page 4
ARTICLE 10 - JOB TRAINING:	Page 4
ARTICLE 11 - OFF-TRACK BETTING:	Page 5
ARTICLE 12 - GRIEVANCE PROCEDURE:	Page 6
ARTICLE 13 - EMPLOYERS GRIEVANCE:	Page 8
ARTICLE 14 - SENIORITY:	Page 8
ARTICLE 15 - ALLOCATION OF EMPLOYMENT:	Page 8
ARTICLE 16 - LOSS OF SENIORITY:	Page 10
ARTICLE 17 - ASSIGNMENT TO A POSITION OUTSIDE OF THE BARGAINING UNIT:	Page 11
ARTICLE 18 - WORK OF THE BARGAINING UNIT:	Page 11
ARTICLE 19 - LEAVE OF ABSENCE:	Page 11
ARTICLE 20 - DISCHARGE CASES:	Page 12
ARTICLE 21 - ACCESS BY UNION REPRESENTATIVES:	Page 13
ARTICLE 22 - INSURANCE, MEDICAL AND PENSION:	Page 13
ARTICLE 23 - WAGES:	Page 15
ARTICLE 24 - VACATION PAY:	Page 16
ARTICLE 25 - STATUTORY HOLIDAYS:	Page 17
ARTICLE 26 - NO STRIKES OR LOCK-OUTS:	Page 18
ARTICLE 27 - GOVERNMENTAL REGULATIONS:	Page 19
ARTICLE 28 - NOTICES:	Page 19

ARTICLE 29 - RULES & REGULATIONS:	Page 19
ARTICLE 30 - PARTIES BOUND:	Page 19
ARTICLE 31 - ASSIGNMENT LIST:	Page 19
ARTICLE 32-HOURS OF WORK:	Page 19
ARTICLE 33 - BEREAVEMENT PAY:	Page 20
ARTICLE 34 -JURY DUTY AND COURT APPEARANCES:	Page 20
ARTICLE 35 - PARKING:	Page 21
ARTICLE 36 - JOB FUNCTIONS AND CLASSIFICATIONS:	Page 21
ARTICLE 37 - UNION/MANAGEMENT COMMITTEES:	Page 21
ARTICLE 38 - SUNDAY RACING:	Page 22
ARTICLE 39 - AUTOMATION:	Page 23
ARTICLE 40 - RATIOS:	Page 24
ARTICLE 41 - UNION REPRESENTATIVES:	Page 25
ARTICLE 42 - NEGOTIATIONS:	Page 26
ARTICLE 43 - TERMINATION:	Page 26
SCHEDULE "A"	
CHECK OFF	Page 28
SCHEDULE "13"	
CHECK-OFF	Page 29
SCHEDULE "C"	
HOURLY WAGE RATES - SENIORITY	Page 30
SCHEDULE "C"	
HOURLY WAGE RATES - NON-SENIORITY	Page 31
SCHEDULE "D"	
SENIORITY LIST	Page 32
SCHEDULE "E"	
ELIGIBILITY LIST	Page 44
SCHEDULE "F"	
APPLICATION FOR ELIGIBILITY LIST	Page 47
LETTER OF UNDERSTANDING	
RE: Extra Duties	Page 48
LETTER OF UNDERSTANDING	
Re: Scheduling	Page 49
LETTER OF UNDERSTANDING	
Re: Return to Work Protocol	Page 52

LETTER OF UNDERSTANDING
Re: Video Lottery Terinirials Page 54

LETTER OF UNDERSTANDING
Re: Area Selection Teletheatre Page 55

LETTER OF UNDERSTANDING
Re: Replacement Workers Page 56

LETTER OF UNDERSTANDING
Re: Stable Area Leadharid Duties Page 57

ARTICLE 1 - PURPOSE:

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Employer and its Mutuel 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 - PLACE OF OPERATION:

The terms and provisions of this Agreement shall, subject as hereinafter provided, apply to all persons employed by the Employer in its Mutuel Department as stipulated in Article 3 hereof at any race track and any teletheatre operation situated in the Province of Ontario owned, leased or operated by the Employer at any time during its Thoroughbred and Standardbred race meetings conducted during the term of this Agreement. This Agreement is intended to cover the Thoroughbred and Standardbred race operations only of the Employer.

ARTICLE 3 - EMPLOYEES COVERED:

This Agreement shall apply to all such Mutuel employees of the Employer, exclusive of the Mutuel Manager or Managers, the Secretary or Secretaries of the Mutuel Manager or Managers, the Assistant Mutuel Manager or Managers, the Head Cashier, Division or Floor Supervisors and Data Processing Operators.

All references in this Agreement to the male gender are deemed to include the female gender

ARTICLE 4 - RECOGNITION:

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for its Mutuel employees stipulated in Article 3 hereof with respect to the terms and conditions of employment including wages, hours of work and rates of pay.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF:

(a) **Membership and Permits**

it is agreed between the parties hereto that the Employer shall only allocate employment to persons who:

- (i) are members in good standing of the Union at the time that employment is being allocated, or
- (ii) have agreed to purchase from the Union a working permit for the day on which employment is being allocated as evidenced by the execution and delivery to the

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Employer of an authorization for deduction of working permit fees in accordance with paragraph (b) of this Article 5, or

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- (iii) **have** signed and delivered to the Employer an authorization for the deduction of working permit **fees** in accordance with paragraph (b) of this Article 5 and have paid to the Union in the current calendar year through the purchase of working permits an amount equal to the Union dues paid by Union members in respect of the then current calendar year, and as of the date of the employee being accepted on the Seniority List have tendered to the Union an amount equal to the initiation **fees** payable by all members of the Union in that calendar year and **have** signed and delivered to the Union an authorization for dues deduction in accordance with paragraph (b) of this Article 5; provided, however, that such persons **shall** not be required to pay the said amount equal to initiation fees **more** than once unless they are removed from the Seniority List (in accordance with Article 16 hereof) in any calendar year subsequent to the year in which they **first** tendered to the Union an amount equal to the said initiation fees, in which case they shall again tender to the Union an amount equal to the initiation fees payable by members of the Union in that subsequent calendar year.

It is further understood and agreed that the cost of a working permit shall be as may be established from time to time by the Union and shall, in any event, be not less than three dollars (\$3.00) per shift.

Notwithstanding anything contained in this Article 5, the Employer shall not be prevented from allocating employment to any person because the Union has denied him membership or terminated his membership in the Union or because the Union has refused to issue a working permit to him unless such person has refused to tender initiation fees, non-discriminatory assessments or dues, or to pay for such working permit.

The Union agrees that at all times during the life of this Agreement, it will keep the Employer supplied with up-to-date lists of its members and of those persons who have complied with clause (iii) of this paragraph (a).

(b) **Check-Off**

2

The Employer agrees, during the life of this Agreement to the extent authorized in writing by each employee individually but not otherwise, to deduct from the wages payable to each such employee whatever sum may be authorized on account of working permit fees, union dues, or amounts equal thereto, but not less than thirty-three dollars (\$33.00) in any one calendar month; (except in the case of working permit fees), provided there are funds in the hands of the Employer available to the employee therefor, and subject to the order of any court of competent jurisdiction prohibiting such deduction; such sums shall be forwarded to the Treasurer of the Union within thirty (30) days after such deduction has been made by the Employer, except in the case of working permit fees, which shall be forwarded to the Treasurer of the Union on a monthly basis. The authorization shall be in the form of a blank authorization, attached hereto as Schedules "A" or "B", shall be irrevocable, and shall be in duplicate and duly witnessed. The authorization shall take effect forthwith upon receipt thereof by the Employer; provided, however, that the Employer shall not be required to make any such deduction from the wages for which the deduction is to be made, unless it has received one of the said authorizations, together with written notice from the Union stipulating the amount of the Union dues or amounts equal thereto to be deducted in the pay period, at least seven (7) days prior to the last day of the pay period from the wages for which the deduction is to be made. The Employer shall, when remitting Union dues, working permit fees or amounts equal thereto, name the employees from whose wages such deductions have been made.

ARTICLE 6 - MANAGEMENT RIGHTS:

The Union acknowledges that it is the sole and exclusive function and power of the Employer to supervise, manage and control the Employer's operations and, without limiting the generality of the foregoing, to hire any and all employees that may be needed from time to time and to promote, demote, transfer, direct, classify, suspend, discipline, lay-off and discharge employees; provided that a claim by an employee on the Seniority List or by an employee who is not on the Seniority List following one (1) year from his first day of work in this Bargaining Unit that he has been discharged or disciplined without just and sufficient cause may be dealt with under the Grievance Procedure provided for herein. Any employee covered by this Agreement, when called in for any discussion which may result in disciplinary action, must be accompanied by a Steward or a Union Representative, unless a Steward or Union Representative is not available. In any event, the Employer will not actually take disciplinary action in respect of any such employee until a Steward or Union Representative is present.

ARTICLE 7 - DUTIES:

Mutuel employees shall perform only such duties as may be required in the conduct and operation of the Mutuel Department except in the case of emergency. In cases of emergency, Mutuel employees are not required to perform duties outside the scope of this Collective Agreement. If there is a dispute as to the existence of an emergency, employees shall perform the duties designated by the Employer but may take the matter up through the Grievance Procedure.

ARTICLE 8 - EMPLOYMENT:

- (a) If the Employer is of the opinion that for physical or mental reasons any employee is unable to perform his duties satisfactorily then, subject to paragraph (b) of this Article 8, the employee shall submit to a physical examination at the expense of the Employer by a doctor designated by the Employer, and the said employee shall receive a copy of the medical report.

If the employee disagrees with the decision of the doctor, the employee shall have the opportunity of submitting to a new examination by the employee's family doctor at the expense of the employee. In the event of disagreement between the family doctor of the employee and the doctor designated by the Employer, the opinion of a specialist agreed upon by the two doctors in question shall be sought, and a decision of the specialist shall be accepted by all parties as final and binding. The expense of the specialist shall be shared equally by the Union and the Employer.

- (b) **Retirement Policy:**

It is expressly understood that paragraph (a) of this Article 8 shall not apply to any employee who is retired pursuant to the Employer's policy concerning retirement, and that the Employer shall have sole and absolute discretion in all matters relating to retirement.

- (c) The Employer, exercising its sole discretion in all matters relating to the retirement of employees, has adopted the following retirement policy:
- (i) Employees will be compelled to stop working at age 65 or when the employee opts for early retirement and may, in the sole and absolute discretion of the Employer, be rehired for employment after such retirement. For the purpose of this Article 8(c) employees who were on the Seniority List until age 65, or until they opted for early retirement, and whom the Employer elects to rehire, shall be referred to as "retired employees".

- (ii) Employees who have reached normal retirement age (**65**) or opted for early retirement and whom ~~the~~ Employer elects to rehire shall not be placed on the Seniority List and shall be classified as Non-Seniority List employees and paid the Non-Seniority List rate of pay.
- (iii) Retired employees referred to in paragraph 8(c)(i) who have worked a minimum of two hundred and twenty five (**225**) hours in the prior calendar year shall be entitled to term life insurance of two thousand dollars (\$2,000.00).

(d) Shortages:

It is understood and agreed that each and every employee shall pay, as and when required by the Employer, any and all shortages for which he may be responsible; provided that where, in the opinion of the Employer, more than one (1) employee is responsible for the loss, then such loss shall be split equitably among such employees. The Employer agrees to post a list of shortages within forty-eight (48) hours after they have occurred and that such list will have been checked and confirmed prior to posting. The Employer will consider cases in which a particular shortage may be attributed to a machine malfunction. The Employer will review such shortages and, in the absence of a resolution of each such shortage, agrees that any such shortages may be subject to a Grievance Procedure.

(e) Bonding:

The Union agrees that any employee or employees whom the Employer requires to be bonded, shall be bonded at the Employer's expense.

ARTICLE 9 - LEGAL RIGHTS OF EMPLOYEES:

Upon the written request of either an employee's or the Union's solicitor, the Employer will provide the solicitor with any pertinent information it has concerning a patron against whom legal action is taken by an employee relating to matters arising during the course of the performance of his duties in the Mutuel Department. The Employer will not deny an employee any legal recourse he might have against any patron.

ARTICLE 10 - JOB TRAINING:

When the Employer conducts job training programs from time to time, it is understood and agreed that such programs will be conducted by the Employer upon the following basis:

- (a) Responsibility for new staff selection, interview, documentation, assignment to classifications and selecting such new employees for training opportunities rests solely with the Mutuel Manager.
- (b) Newly hired terminal operator trainees will be grouped in classes not greater than ten (10) on any one occasion and will receive a minimum of two (2) to four (4) hours instruction, depending upon the aptitude of the trainees involved. Classroom instruction will consist of the following:
 - (i) at least one (1) hour of detailed classroom instruction;
 - (ii) practical keyboard exercises on non-operating equipment;
 - (iii) the balance of the training program will be spent observing the operation of live machines during racing operations.

The hourly rate of pay for newly hired terminal operator trainees shall be the minimum rate of pay as set out in the Ontario Employment Standards Act.

- (c) Although the opportunity to train on live machines is restricted by computer availability, the Employer will, whenever possible, schedule training on live machines during non-racing periods.
- (d) Thereafter, each terminal operator trainee, having completed the foregoing portion of the training program, will operate a terminal under live conditions and under the supervision of a trainer commencing with the first race. Trainers who have undertaken the supervision of prospective new employees will be limited to one (1) such trainee at a given time. The Mutuel Manager or the Floor Supervisors will determine whether an individual has been sufficiently trained to operate alone.
- (e) Training in all oilier classifications will be arranged by the Mutuel Manager through senior personnel in each classification.
- (f) Employees selected to conduct job training will receive a premium allowance of two dollars (\$2.00) per hour for the hours they are assigned to train. Although job training is strictly a management function, a list of qualified trainers will be developed by the Employer in consultation with the Union.
- (g) The Employer will provide a trainee with an updated manual.
- (h) Where the Employer requires an employee to attend courses, he shall be paid his straight time hourly rate for his primary classification for time spent in the course. Where the Employer requires an employee to attend courses on days when he is not scheduled to work, he shall be paid a minimum of (3) hours. For the purposes of this article, "primary" classification means the employee's first choice as indicated on the "Work Allocation Preference Sheet".
- (i) In any week when a Seniority List employee is available for his requested hours as stated on his "Work Allocation preference Sheet" but he is scheduled for less than ninety percent (90%) of those hours in his own classification or any other classification for which he is currently qualified, and another employee with less seniority is working in another classification, the more senior employee may request training in that classification. In order to qualify for such training, an employee must possess the basic job requirements. Time spent in training will be paid at the straight time hourly rate of pay of the classification as per Schedule "C". Notwithstanding the aforementioned, in no instance will an employee be paid for more than fifteen (15) hours for training in any classification.

When work is currently available in an employee's own classification or any other classification for which he is currently qualified, the employee may be given the opportunity to train in other job classifications on his own time and without pay.

ARTICLE 11 - OFF-TRACK BETTING:

In the event that legalized off-track betting including theatre betting and telephone account betting is implemented in the Province of Ontario, and in the event that The Ontario Jockey Club, or any subsidiary company thereof, is the employer of those employees performing duties on the pari-mutuel equipment of any such off-track operations, then the Employer will recognize the Union as the Bargaining Agent for such employees and will negotiate the terms and conditions of a collective agreement including, without limiting the generality of the foregoing, the appropriateness of any bargaining unit.

ARTICLE 12 - GRIEVANCE PROCEDURE:

- (a) 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 the Agreement, except in 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 with 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.

(b) 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 Mutuel Manager by one (1) 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 Mutuel Manager by the Shop Steward, or within such longer period as the Mutuel Manager and the Shop Steward may agree on, then Step No. 2 may be invoked, provided that Step No. 2 is invoked must be invoked within fifteen (15) clear days from the day when the complaint or grievance first arose.

Step No. 2

The Shop Steward shall deliver to each of the V.P. Human Resources and the Director On-Track Mutuels of the Employer, 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) clear days from receipt of the written grievance by the V.P. Human Resources and the Director On-Track Mutuels, or within such longer period as the Employer and the Union may agree on, a joint committee composed of three (3) representatives designated by the Union and three (3) representatives designated by the Employer, shall meet at a mutually agreed time, and attempt to settle the grievance. Should the grievance not be settled by the said joint committee within seven (7) clear 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.

Step No. 3

- (i) Subject to clause 3 of Article 25, 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 (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3rd) person, to act as Chair, chosen by the other two (2) members of the Board of Arbitration.
- (iii) Within fifteen (15) clear 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) clear days of receipt of same, notify the other party of its nominee, and the two (2) nominees so appointed shall confer and appoint a third (3rd) person to act as Chair of the Board of Arbitration.
- (iv) In the event the two (2) nominees are unable to agree upon a Chair within fourteen (14) clear 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 (3rd) person to act as Chair 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 the 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 above, 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 Chair shall be the decision of the Board of Arbitration and shall be final and binding upon the parties hereto.
- (c) 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.
- (d) 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.

- (e) 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 made in accordance with the provisions of this Article 12, but only to the extent of his success under this Article 12.
- (f) In instances where the Employer intends to issue a warning or a suspension for a fixed number of days (this would not include a suspension pending investigation nor a suspension pending the outcome of a criminal trial) the issuance of such discipline will be delayed, at the request of the Union, where the Union indicates that it intends to grieve such discipline, until Step No. 2 of the Grievance Procedure has been concluded.

ARTICLE 13 - EMPLOYER'S GRIEVANCE:

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) clear days from the occurrence causing same, 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. It is understood that any complaint on behalf of the Employer may be brought forward by its V.P. Human Resources or his designate. The grievance shall be delivered in writing to the President, the Chief Steward or the Secretary of the Union.

ARTICLE 14 - SENIORITY:

- (a) Each of the parties hereto recognizes that employees on the Seniority List are entitled to an equitable measure of security as hereinafter provided based upon length of service.
- (b) A listing of the names of employees on the Seniority List is set out in Schedule "D" to this Agreement.
- (c) When the number of employees on the Seniority List falls below three hundred and ten (310), a vacancy will be deemed to have been created on the Seniority List which will be filled in accordance with the procedure set out in Schedule "E" to this Agreement. The date of seniority for employees who fill vacancies on the Seniority List is the date on which the vacancy occurs. *ALL P 44*
- (d) Subject to Article 38, employees who are not available for full-time employment shall be removed from the Seniority List. Employees who have indicated through the Union to the Employer that they are available for employment, must accept employment when scheduled.

ARTICLE 15 - ALLOCATION OF EMPLOYMENT:

- (a) Notwithstanding any other provision of this Agreement, it is agreed that the Employer, in allocating available work, will not schedule more than thirty (30) hours of work to any employee in any work week. It is understood that an employee is not entitled to be scheduled for partial shifts in order to increase his scheduled hours to thirty (30) in a week.

Notwithstanding the foregoing, the Employer may schedule an employee who is allocated available work opportunities pursuant to Article 15(d) more than the maximum thirty (30) hours in the week if, because of the available shifts, this is the only way of meeting the employees requested maximum hours,

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- (b) **Each** year, six (6) weeks prior to the start of the Live Standardbred Spring Meet, each Seniority **List** employee must complete and submit an "**Area** Selection Preference Sheet" indicating up to three (3) preferences for work areas at each of Fort Erie, Mohawk, and Woodbine racetracks and Greenwood Teletheatre. The "**Area** Selection Preference Sheet" will remain in effect until the start of the following Live Standardbred Spring Meet. If no preference sheet is filed within the allotted time frame, he is deemed to have the same preferences **as** the previous year. No change in selection **may** be made after the submission deadline. New areas opening subsequent to the annual filing of the "**Area** Selection Preference Sheet" will be posted.
- (c) Four times a year, four (4) weeks prior to the start of each Live Standardbred Meet, each Seniority List employee may complete and submit a "Work Allocation Preference Sheet" indicating his preference(s) for location(s), days of the **week**, shift type(s) and classification(s). The "Work Allocation Preference Sheet" will remain in effect until the next "Work Allocation Preference Sheet" comes into effect **at** the beginning of the following Live Standardbred Meet. **If no** Preference sheet is filed within the allotted time frame, he is deemed to have the same preference **as** the previous meet.
- (d) All available work opportunities come open four times a year effective the **first** Sunday of each Live Standardbred Meet and the "Work Allocation Preference Sheet" is considered written application for these available work opportunities. Subject to the possession of the necessary skills, competence, efficiency, and dependability, available work is allocated on **a** seniority basis in accordance with employee preferences as follows:
- (i) **Location**
Fort Erie Racetrack, Greenwood Teletheatre, Mohawk Raceway, Woodbine Racetrack and individual Teletheatres.
 - (ii) **Day of the Week**
 - (iii) **Shift Type**
Day, night
 - (iv) **Classification**
Job classifications are those indicated in bold on Schedule "C".
 - (v) **Area**
Work area refers to the mutual lines within **a** location (e.g. Club House - Main Floor, Club House - Main Floor Extension, Club Mezzanine, Grandstand 1, Champions East, Champions West, etc.). **not to** specific mutual windows.
- (e) The Employer will post work schedules the Friday before the **start** of the week. **A** week is defined **as** Sunday to Saturday.
- (f) Notwithstanding the provisions of Article 15(d), **following** the posting of the weekly schedule, and provided the Employer has twenty-four (24) hours notice of additional shifts, or vacated shifts that the Employer deems necessary to be filled, the Employer will endeavour to fill the available shifts on **a** seniority basis from a list of Seniority List employees each of whom is available for his requested hours **as** stated on his "Work Allocation Preference Sheet" but is scheduled for less than those hours, provided:
- (i) the employee has **stated** on his preference sheet that he is available to fill **a** shift on short notice; and,

- (ii) the available shift is at one of the employee's **top five (5) preferred locations**; and
- (iii) the assignment of the available shift does **not** result in the employee's total scheduled hours for the week exceeding his maximum requested hours.

If the Employer has less than twenty-four (24) hours notice, available shifts will be filled at the discretion of the Mutual Manager or his/her designate provided every reasonable effort has been made to fill the shifts with employees from the above mentioned list.

If a listed employee is unable to immediately confirm that he will fill the shift, the Employer will call the next person on the list. An employee that refuses such shift on short notice, two times in succession, will not be contacted again until the next preference sheet submitted states he is available to fill shifts on short notice.

- (g) Notwithstanding the provisions of Article 15(d), following the posting of the weekly schedule, in the event that for any reason a scheduled shift is cancelled, in whole or in part, the employees affected will be those employees scheduled for the applicable shift at the respective site. A Seniority List employee who has an entire scheduled shift cancelled in this manner will be considered for a shift that subsequently becomes available during the respective work week under the conditions outlined in Article 15(f), except that Article 15(f)(ii) is limited to shifts that become available at the respective site only. For the purpose of Article 15(f), such cancelled shifts will not be considered scheduled shifts.
- (h) Notwithstanding the provisions of Article 15(d), following the posting of the weekly schedule, the Employer may allow exchange of shifts at the request of two employees provided such change in posted schedules be submitted in writing by both employees at least twenty-four (24) hours in advance and the Employer's approval is obtained and that no overtime premium is paid and no additional cost to the Employer results from such exchange of shifts. The Employer will provide the Union with a copy of any approved shift exchange.
- (i) If a new classification is created which is covered by this Agreement, the Employer agrees to post notices of any resulting vacancies. All written applications, in order to be considered, must be received within seven (7) days after such notices have been posted. Seniority List employees, subject to the possession of the necessary skills, competence, efficiency, and dependability, will be entitled to qualify for the filling of such vacancies on a seniority basis. Employees may be temporarily assigned to such new classifications. "Temporarily" shall mean for a period not to exceed ten (10) working days, or such longer period as may be mutually agreed upon between the parties. It is mutually agreed that an employee transferred to a newly created job classification will be offered the opportunity to return to his original classification within six (6) weeks and shall retain his original place on the Seniority List for the purposes of work allocation preference.

277

ARTICLE 16 - LOSS OF SENIORITY:

- (a) An employee will lose his seniority rights and his name shall be removed from the Seniority List and he will be deemed terminated for any of the following reasons:
 - (i) if the employee voluntarily quits his employment;
 - (ii) if the employee is discharged and not reinstated pursuant to the provisions of the Grievance Procedure herein;
 - (iii) if the employee has been laid off and fails to return to work within one (1) week after being recalled unless prevented (through sickness, accident or unavoidable circumstances):

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("laid-off" in this sub-paragraph shall mean advice from the Employer to an employee that the services of such employee will not be required until further notice.)

- (iv) if the employee overstays a leave of absence granted by the Employer unless prevented from returning due to sickness, accident or unavoidable circumstances.
 - (v) If the employee is absent from work without permission for three (3) consecutive scheduled days of work, unless an explanation satisfactory to the Employer is given by the employee.
- (b) Subject to Article 38, if an employee who appears on the Seniority List is not available for employment on all racing days during each entire racing season or does not accept employment when called, he shall be deemed to have voluntarily quit his employment unless leave of absence has been granted under the provisions of Article 19.
 - (c) The Employer will advise the Union within two (2) working days, in writing, in the event of the name of any employee being removed from the Seniority List.

ARTICLE 17 - ASSIGNMENT TO A POSITION OUTSIDE OF THE BARGAINING UNIT:

When, by mutual agreement between the Employer and an employee, he is assigned to a position outside the bargaining unit, he shall be continued on the Seniority List and shall continue to accumulate seniority while so assigned, but only for a period of six (6) months from the date on which he commences his new duties. If an employee has not been reassigned to a position covered by this Agreement within such period, his name shall be removed from the Seniority List.

ARTICLE 18 - WORK OF THE BARGAINING UNIT:

- a) Mutuel Managers, Secretaries of Mutuel Managers. Assistant Mutuel Managers. Head Cashier and Division or Floor Supervisors, who are exempt from the provisions of this Agreement, shall do no work in classifications covered by this Agreement except where, in the judgment of the Employer, an emergency arises in the course of the day. 2/1
- b) The Ontario Jockey Club shall not contract out any money room functions usually performed for the racetracks or teletheatres by members of this bargaining unit if any employees would be laid off as a result of such contracting out. 5/1

ARTICLE 19 - LEAVE OF ABSENCE:

- (a) 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.
- (b) Employees may be granted leave of absence without loss of seniority. Subject to paragraph (c) of this Article 19, leave of absence will not be granted for the purpose of engaging in work outside the Employer's employment. If granted, leave of absence shall not, except in cases of sickness, pregnancy or accident, exceed a period of two (2) months. Applications for leave of absence shall be made through the Union for its recommendation, provided, however, that the decision of the Employer as to approval shall be final. 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 applications for leave of absence.

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- (c) The Employer agrees that, if requested in writing by the Union, it will grant leave of absence ~~without pay~~ to one (1) employee appointed or elected as a full-time representative of the Union. The said employee shall continue to accumulate seniority so long as he acts as such full-time representative but not beyond the term of this Agreement. In the event that the said employee shall terminate his employment with the Union while a collective agreement is in force between the Employer and the Union covering persons employed in the Mutuel Department of the Employer, then, subject to the terms and conditions of such collective agreement, he shall be entitled to return to his former position with all rights and employment privileges, including seniority, that he had prior to his appointment or election as such full-time representative, and with the seniority which he has accumulated during the term of this Agreement while acting as such full-time representative.
- (d) Any employee who is absent ~~from~~ employment due to sickness or accident for a 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 the Mutuel Manager's office of his availability at least twenty-four (24) hours prior to the beginning of his scheduled shift; provided, however, that when such absence is for one (1) day only the length of notice required shall be two (2) hours (four(4) hours for Champions Teletheatre locations) prior to the beginning of his scheduled shift.
- (e) An employee who has applied for and been granted a leave of absence other than for illness will be covered under the full benefit package for three (3) months from date last worked. If any leave of absence other than illness extends longer than three (3) months, the benefits will be either suspended until return to work or may be continued at the employee's expense by submitting monthly cheques to cover the cost of benefits.

ARTICLE 20 - DISCHARGE CASES:

- (a) The Employer agrees that, during the term of this Agreement, subject to any directives of the Canadian Pari-Mutuel Agency and/or of the Ontario Racing Commission, 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.
- (b) 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; or
 - (ii) the fact that the Employer is called upon to discharge an employee by reason of or arising from the supervision of the Canadian Pari-Mutuel Agency 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 Article 27 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.

- (c) It is understood and agreed that an employee who is discharged for just and sufficient cause by a racing company which is affiliated with the Employer, shall also be deemed to be discharged by the Employer.
- (f) all other employees including retired employees

ARTICLE 21 - ACCESS BY UNION REPRESENTATIVES:

- (a) 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 and Greenwood Teletheatre where the employees are working, except all money rooms (to which the President of the Union, in cases of emergency and upon the express consent of the Operations Manager or his designate, shall have access), for the purpose of communicating with the Mutuel employees employed therein and for the purpose of conferring with the Employer, but such access shall be at such time and places and in such manner as not to interfere with the regular duties of the Mutuel employees or the operation of the Employer's business.
- (b) The Employer shall permit an authorized representative of the Union to have access to that portion of the teletheatre where the Mutuel employee is working for the purpose of communicating with the employee in relation to matters covered by this Agreement but such access shall be at such time and place and in such manner as not to interfere with the regular duties of the employee or the operation of the owner's business.
- (c) 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 22 - INSURANCE, MEDICAL AND PENSION:

(1) The Employer agrees to make:

(a) All premium payments for the Ontario Health Insurance Plan (OHIP) on behalf of employees on the Seniority List.

(b) On behalf of all eligible employees on the Seniority List, all premium payments providing routine dental coverage and restorative work at the following rates:

Effective date of ratification - 1996 ODA rates.
 Effective January 1, 1997 - 1997 ODA rates.
 Effective January 1, 1998 - 1998 ODA rates.

In addition, it is agreed that the yearly maximum payout under the plan will be one thousand five hundred dollars (\$1,500.00) to any one person.

(i) On behalf of all eligible employees on the Seniority List, all premium payments on a Weekly Indemnity Plan providing a benefit of sixty-six and two-thirds per cent (66-2/3%) of the employee's basic weekly wage rate per week for a maximum period of twenty-six (26) weeks.

(ii) The term "basic weekly wage rate" as used in Article 22(c)(i) shall mean, the employee's average weekly earnings excluding premiums and overtime for the thirteen (13) weeks of earnings prior to the last day worked.

(d) On behalf of eligible employees on the Seniority List, all premium payments on the group insurance plan for Mutuel employees providing as follows:

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(i) Term life insurance equal to one times the annual salary of the employee, up to December 31 of the year in which the employee becomes 65 years of age; and

Accidental death and dismemberment benefits equal to one times the annual salary of the employee.

"Annual Salary" shall mean an employee's hourly rate multiplied by 1820 hours.

(ii) All premium payments covering reasonable and customary charges for drugs and medicines under insurance carrier's Plan B. The lifetime maximum under this plan is \$25,000.00.

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(e) On behalf of all eligible employees on the Seniority List, all premium payments for vision care insurance which will cover the cost of prescription lenses, frames and contacts up to a maximum of two hundred dollars (\$200.00) every twenty-four (24) months.

(f) Non Seniority List employees receive term life insurance in the amount of \$2,000.00 in each calendar year where they have worked a minimum of two hundred and twenty five (225) hours in the immediately prior year.

The Employer and the Union agree that the contributions by employees and by the Employer to the Thoroughbred pari-mutuel employee's pension plan Number 10593 with The Standard Life Assurance Company will be frozen as at May 2, 1981.

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(3) The Employer and the Union have jointly agreed to provide a Pension Plan (hereinafter called the "pension contract") for all Mutuel employees appearing on the Seniority List. The terms hereof shall provide for compulsory participation by all such employees. The terms of such pension contract shall also provide for an employee contribution of five per cent (5%) of gross wages to be matched by the Employer. A joint committee composed of two (2) representatives of the Union and two (2) representatives of the Employer will be established to finalize all other details of the said pension contract which are not specifically described herein. Upon request, benefit booklets are available to all Seniority List employees from the Mutuel Manager's office.

(4) It is expressly understood and agreed that if the Employer is required, pursuant to statutory and/or regulatory provisions not in force at the date hereof, to contribute to the cost of benefits of the kind referred to in this Article 22, then such contributions shall be in lieu of some, part or all, as the case may be, of the contributions required to be made hereunder. This paragraph 4 applies to paragraphs (a), (b), (c), and (d) only of Article 22(1).

(5) The Employer agrees to make the applicable premium payments for the insurance plans listed in Articles 25(1)(a), (b), (d)(ii) and (e) for a period of one (1) year from the date of death on behalf of the family of an employee on the Seniority List who dies during the term of operation of this Agreement.

(6) Common-law spouse, for the purpose of this Article 22, shall be defined as including a man and a woman who, while not having gone through a traditional form of marriage to each other, have cohabited continuously for a period of not less than one (1) year or are the natural parents of a child born of their relationship and who have cohabited within the preceding year.

(7) Seniority List employees who take early retirement at age fifty-five (55) or thereafter and receive their pension shall be provided with a continuation of their dental, drugs and medicines and vision care benefits until age sixty-five (65) or death whichever occurs first. In the event the early retiree dies while in receipt of these benefits, the benefits will be provided to the family of the retiree for a one year period following the date of death.

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(8) Seniority List employees with a minimum two (2) years of seniority shall accumulate sick credits at the rate of two (2) hours per month. Employees who are absent from work due to illness may utilize their accumulated sick credits. A medical certificate verifying the illness may be requested at any time.

(9) Three (3) months following the date of ratification, the Employer agrees to make, on behalf of eligible Seniority List employees, all premium payments for an Occupational Disability Benefit plan. The Plan shall provide 66 2/3% of an employee's Monthly Earnings from the first day of absence to a maximum of 104 weeks, providing the Seniority List employee's injury or disablement arose from an identifiable incident that occurred out of and in the course of his employment and the Seniority List employee is unable to perform the essential duties of his own occupation.

In the event that the Seniority List employee continues to be disabled beyond 104 weeks, subject to the terms and conditions of the plan, he will receive 66 2/3% of his Monthly Earnings providing he is unable to perform any occupation to the earlier of age 65 or the date he ceases to be disabled.

"Monthly Earnings" for the purpose of this article shall mean the Seniority List employee's average weekly earnings excluding premiums and overtime for the 13 weeks of earnings prior to the last day worked multiplied by fifty two (52) divided by twelve (12).

It is expressly understood and agreed that if the Employer is required, pursuant to statutory and/or regulatory provisions not in force at the date hereof, to provide and/or participate in a benefit of the kind referred to in this Article 22 (9), then such benefit shall be in lieu of the benefit provided for in this article.

(10) Effective January 1, 1997, in order for Seniority List employees to qualify for benefits for the upcoming year, employees must work an average of fifteen (15) hours per week in the preceding year. 1997 benefit entitlement will be based on the period from date of ratification to December 31, 1996. For the purposes of this Article, when an employee is on an approved sick leave greater than five (5) consecutive scheduled work days or pregnancy/parental leave, whole and partial weeks are excluded from the calculation. It is understood that approved sick leave includes absence due to occupational disability. It is further understood and agreed that for purposes of this clause, time off on approved union leave will not result in an employee being disqualified.

ARTICLE 23 - WAGES:

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- (a) The classifications and wage rates will be as set forth in Schedule "C" hereto which is hereby a part of this Agreement.
- (b) For the purpose of determining the number of hours of work to be paid in a shift, time worked which is less than a full hour, shall be paid at one-quarter of the hourly rate for each fifteen (15) minute period worked or any part thereof.
- (c) For the purpose of determining the number of hours worked in a shift, for all classifications except Division Head, Host/Hostess, and Z-Alpha Board Person, one of the following will apply:

- (i) in the event no races start within five (5) minutes of the prices of the last race of the employee's scheduled shift being made official, the shift is deemed to end fifteen (15) minutes after the prices have been made official for the last race of the employee's scheduled shift or;
- (ii) in the event a race starts within five (5) minutes of the prices of the last race of the employee's scheduled shift being made official, the employee will continue to work until the stop betting time of the later race and the shift will be deemed to end fifteen (15) minutes from then.
- (d) In cases where an employee's shift finishes ahead of schedule resulting in less time worked than scheduled, an employee shall be paid for his scheduled shift, provided he was available to work his scheduled hours.
- (e) Notwithstanding 23(d), in the event that for any reason less than one-half (1/2) of the scheduled hours of work are available during a shift, an employee scheduled to work by the Employer and who works shall be paid an amount equal to his hourly wage rate as set forth in Schedule "C" times one-half (1/2) the scheduled hours for his shift.
- (f) Notwithstanding 26(d) and (e), an employee scheduled for work by the Employer and who in fact reports for work shall not be entitled to any pay if the Employer has made every reasonable effort to contact the employee to advise him not to report for work,
- (g) Employees assigned to more than one classification during a given shift shall receive the wage rate of the higher rated classification for that shift.
- (h) When an employee is assigned Leadhand duties, he will receive a premium of \$3.00 per hour.

ARTICLE 24 - VACATION PAY: *5/1/11*

- (a) (i) Every employee shall have two (2) weeks vacation with pay upon completion of twelve (12) months employment
- (ii) The amount of vacation pay to which an employee is entitled shall be:
 - a) with respect to employees having less than four (4) years continuous employment while on the Seniority List - 5%
 - b) with respect to employees having more than four (4) but less than nine (9) years continuous employment while on the Seniority List - 7%
 - c) with respect to employees having more than nine (9) but less than fourteen (14) years continuous employment while on the Seniority List - 9%
 - d) with respect to employees having more than fourteen (14) but less than nineteen (19) years continuous employment while on the Seniority List - 10%
 - e) with respect to employees having more than nineteen (19) years continuous employment while on the Seniority List - 11%
 - f) all other employees including retired employees - 4%

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of the employee's total earnings from employment in the Mutual Department of the Employer during the twelve (12) month period ending June 30.

- (iii) The vacation pay to which each employee is entitled shall be paid not later than the conclusion of the pay week ending nearest July 15 following its being earned. An employee who is or will be on an approved leave of absence at the time the vacation pay is to be paid, may make a written request to and shall have his vacation pay paid upon his return to work.
- (iv) Vacation accrual rates for seniority purposes will be updated on January 1 of every year. This is the anniversary date of all Seniority List employees.
- (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.
- (c) On termination of any nature, the employee will be paid the amount of vacation pay to which such employee is entitled under the provisions of this Article 24.

ARTICLE 25 - STATUTORY HOLIDAYS:

- 1. The Employer, at the Union's request, hereby confirms that it will comply with all applicable provisions of The Employment Standards Act as amended from time to time and, without limiting the generality of the foregoing, will comply with the provisions of Part VII thereof as amended from time to time. Provided that nothing contained in this Article 25 is intended to confer upon or shall be construed as conferring upon employees in the Bargaining Unit benefits other than those benefits to which such employees may be entitled from time to time under the terms and conditions of The Employment Standards Act as amended from time to time.
- 2. Subject to the foregoing:
 - (a) The following days shall be recognized as statutory holidays with pay: New Year's Day, ~~Good~~ Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. 53
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 - (b) Subject to clause (c) and except as otherwise provided in this Article 25, each employee shall have a holiday on a day that is a holiday and shall be paid his regular wages for such holiday.
 - (c) Clause (b) above does not apply to an employee who:
 - (i) is employed for less than three (3) months;
 - (ii) has not earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding a public holiday;

- (iii) fails to work his scheduled regular day of work preceding or his scheduled regular day of work following a public holiday;
 - (iv) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work; or
 - (v) is employed under an arrangement whereby he may elect to work or not when requested so to do.
- (d) Where a public holiday falls upon a working day for an employee, an employer may, with the agreement of the employee or his agent, substitute another working day for the public holiday which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the public holiday.
- (e) Where a public holiday falls on a non-working day for an employee or in his vacation, the Employer shall: (i) with the agreement of the employee or his agent, pay the employee his regular wages for the public holiday; or (ii) designate a working day that is not later than the next annual vacation of the employee and the day so designated shall be deemed to be the public holiday.
- (f) Where an employee is required to work and works on a public holiday, the Employer shall pay the employee at one and one-half (1½) times his regular hourly rate as per Schedule "C" for all hours worked on the public holiday. Where an employee is entitled to holiday pay under clause (b), he shall receive an additional amount equal to his regular wages as holiday pay.
- (g) For purposes of qualification under the provisions of The Employment Standards Act and regulations made thereunder, an approved leave of absence or approved vacation already scheduled may be deemed to be a day worked for purposes of statutory holiday pay.
- (h) For the purposes of Article 25, "regular wages" shall be as defined by the Employment Standards Act General Regulations.
3. Any dispute as to an employee's entitlement to pay under The Employment Standards Act and thus under this Article 25 shall be determined by the Director appointed for the purposes of The Employment Standards Act in the manner provided by the said Act.

ARTICLE 26 - NO STRIKES OR LOCK-OUTS:

The Union agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-outs, either complete or partial.

ARTICLE 27 - GOVERNMENTAL REGULATIONS:

It is understood and agreed, notwithstanding anything in this Agreement contained, that the employees shall be subject to the supervision of die Canadian Pari-Mutuel Agency as provided by the regulations made by the Minister of Agriculture pursuant io 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 arc applicable.

ARTICLE 28 - NOTICES:

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 29-RULES & REGULATIONS:

The Employer shall have the right, **from time to time**, to make such reasonable rules and regulations as it may deem necessary and advisable and all employees shall be obliged to comply with such rules and regulations. The Union shall be notified in advance of such rules and regulations and shall be given the opportunity lo comment thereon prior to their posting.

ARTICLE 30 - PARTIES BOUND:

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 affiliated racing companies of the Employer and any successors. transferees or assigns of the Employer.

ARTICLE _____ ASSIGNMENT _____ T:

The Employer will **furnish the Union**, at its written request, with a hill assignment list at least seven **(7)** clear days before the opening date of any race **meeting** conducted by it during the subsistence of this Agreement provided that such request is received by the Employer not less than fourteen **(14)** clear days prior to such opening date; it is understood that any such assignment list is not an assurance of employment of any employee named thereon, **the** Employer reserving its right to employ **only** such employees, if any, as it in its discretion considers necessary for its requirements.

ARTICLE 32 - HOURS OF WORK:

- (a) The work day shall consist of the number of work hours considered necessary by **the** Employer. Regularly scheduled shifts will consist of a minimum of four and one half **(4½)** hours and **a** maximum of twelve **(12)** hours.

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(b) Where a shift exceeds five (5) hours duration, an employee will be given a half-hour paid meal break. Where a shift exceeds ten (10) hours duration, an employee will be given an additional half-hour paid meal break. The Employer will schedule the time of the meal break(s).

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(c) An employee, who during his scheduled shift is requested to and continues working more than three (3) hours past the end of his scheduled shift that day, shall be given a seven dollar (\$7.00) meal voucher.

ARTICLE 33 - BEREAVEMENT PAY:

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Whenever there is a death of a member of the immediate family of any employee (other than an employee who works for the Employer less than three (3) days in the week) while he is actively working for the Employer, the employee will, upon application and proof of death, receive leave of absence with pay for three (3) consecutive working days immediately following the date of such death, provided such employee arranges or attends the funeral. The term "immediate family" shall, in this clause, mean the mother, father, brother, sister, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law and daughter-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. For purposes of this Article 33, the term "spouse" shall be defined as including a man and a woman who, while not having gone through a traditional form of marriage to each other have cohabited continuously for a period of not less than one (1) year or are the natural parents of a child born of their relationship and who have cohabited within the preceding year.

"Three consecutive working days", as referred to above shall have the following application:

Example :

Monday	Date of death
Tuesday	Unscheduled work day - no pay
Wednesday	Unscheduled work day - no pay
Thursday	Scheduled work day - bereavement leave Day 1
Friday	Scheduled work day - bereavement leave Day 2
Saturday	Scheduled work day - bereavement leave Day 3

ARTICLE 34 - JURY DUTY AND COURT APPEARANCES:

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(a) 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 pay for the days he is required to be in attendance for the Jury Sitting, 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.

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- (b) 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 pay for such days as his attendance is required, together with a travelling allowance of thirty cents (30¢) per kilometre return.

ARTICLE 35 - PARKING:

- (a) The Employer agrees to provide parking facilities for Mutuel employees scheduled to work at the racetracks and Greenwood Teletheatre.
- (b) At teletheatres, other than Greenwood Teletheatre, that have their own parking facilities the Employer will use its best efforts to ensure that the Teletheatre Operator provides parking space for the Mutuel employees scheduled to work at that teletheatre.

ARTICLE 36 - JOB FUNCTIONS AND CLASSIFICATIONS:

- (a) Jobs shall consist of those functions currently being performed by employees in the classifications concerned. The Employer may direct that additional functions be performed on a regular basis but, subject to Article 7 hereof, only after the Employer has given five (5) clear days notice of such additional functions to the Union. Such additional functions shall be considered as extra duties and the rates for such extra duties shall be negotiated.
- (b) When a new classification which is covered by the terms of this Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of same. If the Union challenges the rate it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request is to be made in writing ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of this rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the arbitrator shall be based on the relationship established by comparison with the rates for other classifications within the bargaining unit having regard to the requirements of such classification and shall be retroactive to the date that notice of the new rate was given by the Employer.

ARTICLE 37 - UNION/MANAGEMENT COMMITTEES:

- (a) In order to promote good relations and improved communications between the Employer and its Mutuel employees, it is agreed that a Labour-Management Committee

will be formed, composed of four (4) representatives designated by the Employer and four (4) representatives designated by the Union. The Committee will meet on a regular basis to consider mutual problems and to help provide a sound and harmonious relationship between the Employer and the Union.

A Union committee member attending a Labour-Management Committee meeting will be paid for the equivalent of two (2) hours at the straight time hourly rate for his primary classification. For the purposes of this article, "primary" classification means the employee's first choice as indicated on his "Work Allocation Preference Sheet".

- (b) The Employer agrees to pay Union representatives on the Pension Committee for time spent attending Pension Committee meetings.

ARTICLE 38 - SUNDAY RACING:

Whenever the Employer conducts racing with pari-mutuel wagering on Sundays, then it is understood and agreed that:

- (a) During each calendar week in which the Employer and/or its affiliated racing companies conduct Thoroughbred racing with pari-mutuel wagering on Sunday, there will be a minimum of five (5) days of such racing, except:
- (i) during the first and last week of any race meeting, and
 - (ii) when a racing program or programs are cancelled, in whole or in part, because of fire, strike, labour disturbance, boycott, racing stoppage, power failure, Act of God, order or ruling of the provincial or federal government or a competent government agency or any cause whatsoever beyond the control of the Employer and/or its affiliated racing companies.
- (b) An employee must notify the Employer by no later than call-in time on Friday if he does not intend to work the following Sunday. No employee who has notified the Employer that he will not be working on a particular Sunday will be compelled to work on that Sunday and, notwithstanding anything else contained in this Agreement to the contrary, the seniority of an employee will not be affected by his refusal to do so.
- (c) In the absence of notification, by no later than call-in time on Friday, that the employee does not intend to work the following Sunday, the employee must in fact report for work on that Sunday unless the Employer receives notice from the Union or the employee giving satisfactory evidence to the Employer that the absence of the employee from work on that Sunday was caused by sickness, accident, unavoidable circumstances or other reasonable circumstances.

ARTICLE 39 - AUTOMATION:

This Article 39 applies only to the racetrack operations of the Employer and not to the teletheatre operations, other than Greenwood Teletheatre. While the Employer has the right to introduce automation in any and all phases of its operations, the Employer agrees to give the Union reasonable notice of the introduction of any automated equipment which may result in an employee being displaced from his job.

The Employer agrees that, if during the term of this Agreement it installs any type of new automated equipment which may have the effect of reducing employment or depriving any employee on the Seniority List of employment in his regular position, the employment of the employee on the Seniority List who is affected shall not be terminated by virtue of the automated equipment, and the Employer agrees further that where it becomes necessary to move the employee on the Seniority List to another position because of the automated equipment, he **shall** be placed in a position with duties, responsibilities and remuneration which are as similar as possible in the opinion of the Employer, to the duties, responsibilities and remuneration which were related to his former position and in so exercising its opinion, the Employer will not act arbitrarily or unreasonably. It is agreed that while the Employer will maintain the right to choose the position the employee on the Seniority List will be placed in, the employee on the Seniority List will be entitled to select the location where he will work in the same manner as in Article 15.

If the introduction of automated equipment deprives any employee who appears on the Seniority List of employment in his regular positions, then such employee shall be given the opportunity, at the expense of the Employer and in order of seniority, to train for any Mutuel Bargaining Unit positions which exist; provided, however, that if after a reasonable training period the Employer concludes that any such employee is not competent or qualified to fill such position, then he may be moved to another position as mentioned above. In exercising its judgement as to the competence or qualification of any such employee following training, the Employer will not act in an arbitrary or unreasonable manner.

It is understood and agreed by the Employer and the Union that any new automatic machines introduced into the Mutuel Department that require an operator **shall** be manned by a person who complies with Article 5 hereof, unless such machines are leased to the Employer under an arrangement by which such machines are not to be operated by the Employer's employees nor by persons who are under the supervision and control of the Employer, and if such leasing is the case, the Union shall be notified of such leasing arrangement before such arrangement is put into effect.

In the event new categories of work in the Mutuel Department result from automation, the Employer and the Union agree to negotiate pay scales for these new categories in fair and proper relationship to those set forth in Schedule "C" to this Agreement, with due consideration for the amount of skill and training required to competently fill these new positions.

in the event that any jobs displaced by automation are reinstated, such jobs shall, so far as practical, in the judgment of the Employer, be assigned to the employees on the Seniority List who held them prior to displacement or replacement and in so exercising its judgment, the Employer will not act in an arbitrary or unreasonable manner.

Nothing contained in this Agreement shall affect or change the present method of employing Mutuel employees on a per diem and part-time basis in the same manner as existed during the last racing meeting, nor require the Employer to employ any more employees than may be necessary in the judgment of the Mutuel Manager on any particular racing day,

ARTICLE 40 - RATIOS:

- (a) In respect of teletheatre operations at any location, there will be a ratio of eight **(8)** Screen Activated Machines (SAMs) used solely for the purpose of pari-mutuel wagering for every Mutuel employee scheduled to work or actually working, whichever is greater. This will apply on a site specific basis.
- (b)(i) Effective the Sunday following four **(4)** weeks from the date of ratification, the **Employer** agrees to provide at The Ontario Jockey Club racetracks and the Greenwood Teletheatre at least one (1) mutuel hour for every two thousand five hundred dollars (\$2,500.00) that is wagered on races through the pari-mutuel betting system by its customers at The Ontario Jockey Club racetracks and the Greenwood Teletheatre.
 - (ii) The term "The Ontario Jockey Club racetracks" means Woodbine, Mohawk, and Fort Erie racetracks.
 - (iii) The term "one (1) mutuel hour" means an hour actually scheduled or worked, whichever is greater, for all **Mutuel employees at The Ontario Jockey Club** racetracks and the Greenwood Teletheatre.
 - (iv) The computation referred to in paragraph (i) above will be done on a weekly basis with the week being Sunday to Saturday.

For example, if a total of two million, five hundred thousand dollars (\$2,500,000) is wagered at The Ontario Jockey Club racetracks and the Greenwood Teletheatre during the week of October 27 to November 2, 1996 then a total of at least one thousand (1000) mutuel hours should have been provided that week at The **Ontario** Jockey Club racetracks and the Greenwood Teletheatre.

- (v) In computing the wagering, the figure to be used is the combined total of all amounts so wagered on races through the pari-mutuel betting system during the relevant week at The Ontario Jockey Club racetracks and the Greenwood Teletheatre.

- (vi) In computing the mutuel hours io be provided, the figure to be used is the combined total of all mutuel hours provided during the relevant week at The Ontario Jockey Club racetracks and the Greenwood Teletheatre.
- (vii) It is agreed and understood that notwithstanding any other provision in this Article, all wagering **on** the complete days set out below and all mutuel hours provided on these days at The Ontario Jockey Club racetracks and the Greenwood Teletheatre will not be taken into account in making the computations required by this Article.

Kentucky Derby **Day**, Preakness Day, Belmont Stakes Day, Queen's Plate Day, Prince of Wales Day, Breeders Cup Day, North America Cup Day, Breeders Crown **Day**, Canadian International Championship Day (formerly Rothman's), Woodbine Million Day (formerly Molson Million).

Example

During the week of October **22 - 26, 1996** a total of ten niillion dollars (\$10,000,000) was wagered **at** The Ontario Jockey Club racetracks and the Greenwood Teletheatre. Five niillion dollars (\$5,000,000) of this **was** wagered on Breeder's Cup Day (October **26, 1996**) and two thousand (2,000) mutuel hours were provided that day. Accordingly, the figure io be used during the week of October **22 - 26** in determining how many mutuel hours arc to be provided is five million dollars (\$5,000,000) which means that two thousand (2,000) mutuel hours are io be provided at The Ontario Jockey Club racetracks and the Greenwood Teletheatre during the period October 20 - 25 inclusive (October **26** is excluded).

- (viii) In the event the Employer provides fewer mutuel hours during **a** given week at The Ontario Jockey Club racetracks and the Greenwood Teletheatre ~~than~~ is required by this Article, it is agreed that the shortfall will be made **up** in the second week following the **week** in which the shortfall occurred by providing additional mutuel hours during **that** week.

Example

During the week of October 27 to November **2, 1996**, The Ontario Jockey Club should have provided a minimum of one thousand (1,000) mutuel hours but in fact only provided nine hundred and **fifty (950)** mutuel hours. The shortfall of **fifty (50)** hours is to be made **up** during the week of November **10 - 16, 1996** by exceeding the minimum mutuel hours prescribed by this Article by fifty (50).

ARTICLE 41 - UNION REPRESENTATIVES:

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.

ARTICLE 42 - NEGOTIATIONS:

630/1

The Employer agrees to pay the wages of six (6) negotiating committee members for regular scheduled shifts not worked because of negotiations with the Employer prior to mediation.

ARTICLE 43 - TERMINATION:

This Agreement shall be in force until the 31st day of December, 1998 and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than sixty (60) days before the date of termination, either party shall furnish the other with notice of termination or of proposed revision to 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.

LOCAL 528, SERVICE EMPLOYEES'
INTERNATIONAL UNION

THE ONTARIO JOCKEY CLUB

F. Calandrella

O. Carey

B.D. Henderson

W. A. ...

K. ...

Alexander ...

JOHN STAFFORD

R. ...

N. ...

B. ...

D. ...

M. ...

George ... Jr.

...

SCHEDULE "A"
CHECK OFF

of _____
Name

TO: THE ONTARIO JOCKEY CLUB

AND TO: EACH OF ITS AFFILIATED RACING COMPANIES
CONDUCTING HORSE RACING
IN THE PROVINCE OF ONTARIO

In the event that I am employed by you or any of you, I hereby irrevocably authorize and request you to deduct monthly from my pay (if any) from any one or more of you the sum of union dues as stipulated and certified in writing by LOCAL 528, SERVICE EMPLOYEES INTERNATIONAL UNION and remit the same to the Treasurer of the said Union. The said deductions are to be made from the wages for the pay periods stipulated by the said Union.

This authorization shall, as to each of you, go into effect immediately upon receipt by you of this authorization and request and shall remain in effect for the duration of my employment (if any) covered by a collective agreement between you and the said union.

DATED this day of , 19

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)
)

Witness

Signature

SCHEDULE "Li"
CHECK-OFF

of

Name

TO: THE ONTARIO JOCKEY CLUB

AND TO: EACH OF ITS AFFILIATED RACING COMPANIES
CONDUCTING HORSE RACING
IN THE PROVINCE OF ONTARIO

In the event that I am employed by you or any of you, I hereby irrevocably authorize and request you to deduct not **less than** three dollars (\$3.00) per shift from **my** pay (if any) **from** any one or more of you on account of working permit fees, and **remit** the same *to the* Treasurer of **LOCAL 528, SERVICE EMPLOYEES INTERNATIONAL UNION**. The said deductions are to be made from my wages until an amount equal *to the* dues paid by Union members in **the** then current calendar year **has** been deducted.

This authorization shall, as *to* each of you, go into effect immediately upon receipt by you of this authorization and request and shall remain in effect as aforesaid during my employment (if any) with you and covered by a collective agreement between you and the said Union.

DATED this day of , 19

)
)
)
)
)

Witness

Signature

(Seal)

SCHEDULE "C"
HOURLY WAGE RATES - SENIORITY

<u>Classifications:</u>	Effective Upon Ratification	Effective 01/01/97	Effective 01/01/98
Terminal Operator			
Terminal Operator (Dual Currency)	\$18.30	\$18.55	\$18.80
Terminal Operator (\$100/\$50 Min.)	\$18.15	\$18.40	\$18.65
Terminal Operator	\$18.00	\$18.25	\$18.50
Voucher Seller	\$18.00	\$18.25	\$18.50
Z Alpha Board Person	\$18.00	\$18.25	\$18.50
Host/Hostess	\$16.35	\$16.60	\$16.85
Money Room			
In Charge - Division	\$19.10	\$19.35	\$19.70
Money Room Dealer	\$18.30	\$18.55	\$18.80
*Head Dealer	\$20.10	\$20.35	\$20.70

*live racing only

SCHEDULE "C"
HOURLY **WAGE RATES** - NON-SENIORITY

Classifications:	Effective Upon Ratification	Effective 01/01/97	Effective 01/01/98
Terminal Operator			
Terminal Operator (Dual Currency)	\$15.30	\$15.30	\$15.30
Terminal Operator (\$100/\$50 Min.)	\$15.15	\$15.15	\$15.15
Terminal Operator	\$15.00	\$15.00	\$15.00
Voucher Seller	\$15.00	\$15.00	\$15.00
Z Alpha Board Person	\$15.00	\$15.00	\$15.00
Host/Hostess	\$13.35	\$13.35	\$13.35
Money Room			
In Charge - Division	\$16.10	\$16.10	\$16.10
Money Room Dealer	\$15.30	\$15.30	\$15.30
*Head Dealer	\$17.10	\$17.10	\$17.10

+liveracing only

SCHEDULE "D"
SENIORITY LIST
as of April 17, 1997

	<u>Employee</u>	<u>Seniority Date</u>
1	O'Sullivan, John	54/01/01
2	Walsh, Gary	62/10/12
3	Scott, David	63/01/01
4	Stocklin, Maria	63/07/20
5	Templeton, Patricia	63/08/25
6	Dunbar, George	63/09/01
7	Cossettino, Ralph	64/08/17
8	Marr, Elinor	64/09/30
9	Viola, Armando	66/08/06
10	Frankson, William	66/08/16
11	Puccini, John	66/08/17
12	Barker, Thomas	66/08/17
13	Gallant, James	66/08/23
14	Battaglino, Antonio	67/03/27
15	Goodall, Brett	67/07/19
16	Mastykash, Jerry	67/08/04
17	Phair, Spencer	67/11/27
18	Henderson, Brian	68/06/12
19	Rowling, William	68/08/19
20	McGuinness, James	68/08/31
21	Bruce, Frederica	68/10/30
22	Ferguson, Mary	69/07/24
23	Ofsonka, John	69/08/01
24	Lyon, Garry	69/08/02

25	McDowell, Gary	69/08/03
26	Crocker, Donald	69/11/15
27	Sykes, Fred	70/01/01
28	Gillingham, Gloria	70/06/28
29	Tawse, Lloyd	70/07/23
30	Moreau, Fernand	70/08/06
31	Colacci, John	70/08/08
32	Ning, David	70/08/30
33	Petry, Victor	70/09/18
34	Tomini, Mario	70/10/10
35	Notarfozo, Casimiro	70/10/25
36	Allen, David	71/07/16
37	Smith, Yolande	71/08/06
38	Petric, Patrick	71/09/03
39	Kerfoot, Keith	71/09/18
40	Elliot, Jacqueline	71/09/25
41	Croke, Maureen	71/09/26
42	O'Callaghan, Myra	71/09/26
43	Cardella, Pauline	71/10/15
44	Kewell, Fyrn	72/05/23
45	Hesse, Michael	72/07/21
46	Norris, Carl	72/08/17
47	Riddell, Karen	72/08/21
48	Caya, Rejeanne	72/08/26
49	Horban, Roman	72/08/31
50	Thompson, Irene	72/09/29
51	Donald, John	72/09/29

52	Kett, Barbara	72/11/16
53	Donald, Robert	73/03/25
54	Nodello, Theresa	73/06/10
55	Paterson, James	73/08/04
56	Snow, Kathryn	73/08/18
57	Lesiw, Miron	73/09/01
58	Clemence, Rick	73/09/01
59	Chrapko, Gerald	73/09/03
60	Tott, Wayne	73/09/06
61	Kealy, Muriel	73/10/28
62	Simpson, Edward	73/12/01
63	Matchett, Leonard	73/12/01
64	Lansdowne, Bernice	74/05/27
65	Shepherd, George	74/05/28
66	Zaliki, Emmanuel	74/06/14
67	Horner, Rodney	74/08/02
68	Sellen, Allen	74/08/02
69	Schiavone, Vito	74/09/18
70	Toth, Margaret	74/10/09
71	Jones, David	74/10/14
72	Davis, Gerald	74/10/28
73	Bosada, Debbie	74/1 1/05
74	Savage, Suzanne	74/11/09
75	McIlvenna, James	74/11/13
76	Wolkowski, Joe	75/05/16
77	Cosby, Ember	75/05/19
78	Grosse, Anthony	75/05/19

79	King, Barbara	75/06/01
80	Pawluk, Sophie	75/07/28
81	Benini, Mary	75/08/08
82	Davis, Muriel	75/08/09
a3	Hendershot, David	75/08/09
a4	Goldje, Carolyn	75/08/09
a5	Davis, David	75/08/10
86	Wick. Beverlyann	75/08/16
a7	Ferro. Michael	75/08/23
88	Horner, Margaret	75/09/07
89	Dawe, Helen	75/09/10
90	Lefebvre, Ethyl	75/09/11
91	Zebec, Shirley	75/09/13
92	Bain. Maureen	75/09/13
93	Wills, Larry	75/09/13
94	McMullan, Shirley	75/09/25
95	Robinson, John	75/10/04
96	Krutow, Brian	75/10/04
97	Clarkson, Alexander	75/10/08
98	Dyck, Barbara	75/10/10
99	Bannister, Sandra	75/10/18
100	Gonsalves, Lennox	75/11/04
101	Berthelot, Peter	75/11/14
102	Kerfoot, Lillie	75/12/01
103	Molinaro, Mary	76/01/01
104	Smith, Donna	76/05/14
105	Sawatsky, Bryan	76/05/28

106	Barratt, Marcella	76/07/21
107	Sykes, Dorothy	76/07/31
108	Barratt, Ronald	76/08/13
109	Haskett, Karen	76/08/30
110	Grubb, Cari	76/09/05
111	Au, Janet	76/09/06
112	Seitz, Darlene	76/09/17
113	Koverko, Daniel	76/09/29
114	Gibbison, Lorrie	76/10/03
115	Davidson, Paul	76/10/11
116	Abe, Ruth	76/10/14
117	Gorman, Karen	76/12/06
118	Didych, Florence	77/05/18
119	flicks, Mary-Anne	77/05/19
120	Stein, Alan	77/05/27
121	Stein, Luanna	77/06/13
122	Beitridge, Brian	77/06/14
123	Towell, Lois	77/36/24
124	Strachan, Kathleen	77/07/12
125	Roberts, Mary	71/07/17
126	Craigie, Linda	77/07/21
127	Snow, Ralph	77/07/25
128	Kmita, Millie	77/07/27
129	Coffey, Shirley	77/07/28
130	Eubanas, Andres	17/08/03
131	Allen, Barbara	77/08/03
132	Aiken, Nellie	77/08/06

133	Holly, Dawn	77/08/06
134	Griffin, Catherine	77/08/08
135	Strachan, Stephen	77/08/15
136	Goodall, Debbra	77/08/16
137	Stafford, John	77/08/16
138	Carinci, Mary	77/08/20
139	Scheff, Robert	77/08/24
140	Marshall, Larry	77/08/24
141	Goodman, Marilyn	77/09/03
142	Richardson, Terence	17/09/26
143	Koo, Soon-Nam	77/10/15
144	Richardson, Janet	77/11/07
145	Paterson, Lynn	78/01/11
146	Higgins, Hilary	79/09/03
147	Roberts, Lisa	79/09/09
148	McNeil, Pamela	79/10/09
149	Finnie, Lydia	79/11/09
150	Dowling, Ethel	79/11/17
151	Kirk, John	79/12/17
152	Garrett, Sharon	79/12/22
153	Duenas, Tracy	80/01/19
154	Harlow, Roxanne	80/07/18
155	Gomez, Margaret	80/07/18
156	Higgins, June	80/08/13
157	O'Connor, Victoria	80/08/22
158	Cormack, Maryann	80/09/01
159	Kennedy, Phyllis	80/09/02

160	Scymour, Mary-Ellen	80/10/01
161	MacDonald, David	80/10/04
162	Hearn, Mcaghan	80/10/05
163	Lavallee, Karen	80/10/08
164	North, Kimberly	80/10/17
165	Hollstein, Rita	80/10/27
166	Glover, Judy	80/11/04
167	Calamatta, Diane	80/11/05
168	County, Barbara	80/11/22
169	Iwaschko, Christine	80/12/11
170	Small, Wendy	80/12/23
171	Sopha, Beatrice	81/07/22
172	Mark, Perry	81/08/03
173	Calandrella, Marie	81/08/16
174	O'Quinn, Leonard	81/08/16
175	Bodington, Zorida	81/09/20
176	Lam, Elizabeth	81/09/27
177	Davis, Judy	81/09/30
178	Bragan, Gary	81/10/07
179	Weaver, Kim	81/10/31
180	Geleff, Craig	81/11/01
181	Nicholls, Bruce	81/11/05
182	Pizarro, Donna	81/11/06
183	Lam, Charles	81/11/09
184	Turl, Debra	81/11/09
185	Verge, Betty	81/11/12
186	Walsh, Kim	81/11/14

187	Bowen, Patricia	81/11/26
188	Brien, John	81/11/26
189	Thomson, Sharon	82/05/25
190	Whelan, Lilian	82/09/04
191	McCool, Kevin	82/09/13
192	Manley, Jackie	82/09/22
193	Thedorf, Bernice	82/09/27
194	MacKenzie, Renee	82/10/06
195	Cox, Cindy	82/10/09
196	Lyons, Helen	82/10/13
197	Lyons, Patricia	82/10/13
198	Bunibers, Helen	82/10/13
199	Zuber, Anne	82/10/23
200	Newell, Jacklyn	82/10/24
201	Chow, Gigi	82/10/29
202	Jessome, Janice	82/11/01
203	Low, Jenny	82/11/11
204	Lam, David	82/12/16
205	Muir, Robert	82/12/28
206	Geary, Bruce	83/09/29
207	Atherton, Fawn	85/06/01
208	McKay, Donna-Lynn	85/06/20
209	Bandura, Marc	85/07/04
210	Siew, Kenneth	85/12/27
211	Morrison, Joan	86/01/01
212	Guitard, Nancy Dean	86/01/21
213	Tedesco, Catherine	86/02/17

214	Fedecky, Roman	86/05/03
215	Fedecky, Wendy	86/05/16
216	Gomez Jr., Avelino	86/07/27
217	Clarke, Ann	86/07/30
218	Carey, Julia	86/07/30
219	White, Cathy	86/09/01
220	Pasnyk, Kathleen	86/10/04
221	Englefield, Edward	86/10/08
222	Smith, Joyce	86/10/28
223	Fellion, Thomas	86/12/05
224	Pugliese, Prank	87/07/26
225	Lauria, John	87/07/31
226	Brumfit, Cynthia	87/08/03
227	Youells, June	87/10/31
228	O'Neill, Janice	87/11/09
229	McInnis, Karen-Lynn	87/12/10
230	Stevenson, Bruce	88/02/29
231	Delucry, Sandra	88/03/23
232	Pace, Elizabeth	88/04/19
233	Glover, Barbara	88/04/24
234	Whitey, Marilyn	88/05/20
235	Kelly, Raymond	88/05/21
236	Jew, Kon	88/05/27
237	Laurusaitis, Angela	88/06/01
238	Au, Linda	88/07/09
239	Wilffin, Michael	88/07/23
240	Smith, Sherry-Lynn	88/07/31

241	Russell, Irene	88/09/11
242	Stairs, Diane	88/09/18
243	Calandrella, Caroline	88/09/21
244	Marine, Jill	88/09/22
245	MacDougall, Mary Jeanette	88/10/02
246	Thedorf, Heather	88/10/25
247	Schuster, Cindy	89/02/26
248	Clarkson, Susan	89/04/16
249	Allan, Marie	89/07/19
250	Ho, Lynn	89/07/20
251	Morgan, Dawn	89/07/21
252	Dotsikas, Spiros	89/07/22
253	Montgomerie, Patricia	89/10/01
254	Chow, Loy	89/10/15
255	Molloy, Mary Ann	89/11/12
256	North, Barry	89/12/13
257	Wilflin, Joan	90/05/03
258	Brooks, Susan	90/06/07
259	Bates, Donald	90/08/15
260	Hastick, Gemma	90/08/16
261	Cadeau, Donna	90/10/06
262	McSkimming, Diane	90/10/12
263	Trombley, Laurie Anne	90/11/01
264	Vasquez, Magaly	90/11/26
265	Oyama, Gordan	90/12/21
266	Roy, Madelan	91/03/17
267	Lynch, Mary	91/03/22

268	Bradshaw, John	91/05/15
269	Fruitman, Mary	91/05/29
270	Fujimoto, Michael	91/06/03
271	Dias, Gail	91/06/07
272	Bujold, Gwen	91/08/07
273	Bradshaw, Patricia	91/08/16
274	Savelli, Bradley	91/09/25
275	Lusby, Gregory	91/10/07
276	Slessor, Gillian	91/11/07
277	Knott, Gloria	91/11/27
278	Scola, Mario	91/12/05
279	Trevellick, Helena	91/12/05
280	Doma, James	91/12/26
281	Miller, Pamela	92/10/14
282	Stewart, Wilma	92/10/15
283	Vilunas, Pamela	92/10/16
284	Lee, Adele	93/01/06
285	Heipel, Wendy	93/04/29
286	Chin, Gina	93/05/09
287	Rye, Kathy	93/05/14
288	Gavigan, John	93/06/02
289	Gomez, Daren	93/06/19
290	Tomchuk, Darlene	93/08/29
291	Wilson, Aldine	93/10/13
292	Sopha, Bruce	93/11/08
293	Brown, Luba	93/12/26
294	Smith, Eric	93/12/30

295	Bester, Sheila	94/04/03
296	Bentley, Bruce	94/05/16
297	Caron, Daniel	94/06/14
298	McGee, Randi	96/01/06
299	Winkler, George	96/10/09
300	Turner, Beverley	96/10/27
301	Lang, Brenda	96/10/28
302	Tremblay, Claudette	96/11/04
303	Andersson, Mary Louise	96/11/15
304	Ning, Sheila	96/12/02
305	Bowen, Bruce	96/12/06
306	MacLeod, Sharon	97/01/01
307	Lee, Susie	97/01/29
308	Brown, Gloria	97/03/29
309	Siemens, Dawn	97/03/29
310	Steele, Gayle	97/04/12

SCHEDULE "E"
ELIGIBILITY LIST

1. An Eligibility List consisting of one hundred and twenty-five **(125)** employees shall be established and maintained.
2. Employees who wish to become candidates for placement on the Eligibility List are invited to make written application to the Mutuel Manager in the form attached hereto as Schedule "F". Applications will be available from the Mutuel Manager's office (all tracks) and are to be returned by November 30 each year. Only employees who anticipate working a minimum of five hundred **(500)** hours (see 4(c)(ii)) during the current calendar year need apply. Employees who are already on the Eligibility List need not reapply.

It is understood that there is no preferential status, guarantee of employment, or guarantee of placement on the Seniority List for employees on the Eligibility List -- employment and placement on the Seniority List remains at the discretion of the Ontario Jockey Club.

3. At the end of each calendar year, the Employer will compile an Eligibility List of one hundred and twenty-five **(125)** employees who have applied in the prescribed manner to be placed on such List.

Employees already on the Eligibility List will remain at the top of the List, in the same order, and will be included in the total count - one hundred and twenty-five **(125)**.

New applicants will be added to the List in order of their accredited number of years of continuous service as per Section 4 below -- the applicant with the most number of continuous years service being added first.

Before the Eligibility List is posted, the Employer will give the List to the Union for verification along with a list of all applicants.

Employees will only be added to the Eligibility List at the end of each calendar year, unless the Employer and the Union mutually agree otherwise.

4. Placement on the Eligibility List shall be based on:

The number of continuous years service in the Mutuel Department bargaining unit:

- (a) In 1989 and in prior years, an employee must have worked a minimum of fifty **(50)** days (in one or both Divisions) combined in the relevant

bargaining units during a calendar year in order for that year to count towards continuous service.

- (b) In 1990, an employee must have worked a minimum of one hundred (100) days (as above) in order for that year to count towards continuous service.
- (c) (i) From **1991 to 1995**, an employee **must** work a minimum **of** one hundred and twenty-five (**125**) days (as above) in order for that year to count toward continuous service.
- (ii) For **1996** and following years an employee must work a minimum of five hundred (500) hours in order for **that** year to count toward continuous service.
- (iii) In the event that there are not at least fifty (**50**) part-time employees who work five hundred (**500**) hours or more (as above) in a calendar year, then the minimum number of hours worked, required for that year to count towards continuous service, will be lowered to four hundred (**400**) hours for that calendar year. In any event, the number of hours worked required will be adjusted so that at least fifty (**50**) part-time employees are credited with a year's continuous service each calendar year. 77k
- (d) When two (**2**) or more candidates have the same number of continuous years service, then **the** date of **hire** in the Mutuel Department bargaining unit will be **the** determining factor.
- (e) Where an employee **is** on maternity leave of absence for any **part** of a calendar year, **the** work days required to qualify for the Eligibility List will be pro-rated according to **the** full months **that** such employee was available and **not** on maternity leave in that year.

5. The Employer may in its sole and absolute discretion remove employees from the Eligibility List if it deems them to be unacceptable according to **the** following criteria:

- (i) skill, competence and efficiency, or
- (ii) dependability (attendance). or
- (iii) behaviour

provided however, without limiting the Employer's discretion, the Employer agrees not to act arbitrarily or unreasonably when removing employees from **the** List and the

Employer shall, at least seven (7) days prior to removing a candidate from the List, notify the Union of its intention and reasons and consider any submissions the Union may make. Removal from the List will not in itself constitute dismissal nor disqualify an employee from future placement on the List.

6. When a vacancy is created on the Seniority List as provided for in Article 14 of the Collective Agreement, such vacancy will be offered to employees on the Eligibility List in the order they appear on the List, beginning with the employee at the top of the List. Employees on the Eligibility List are not required to fill each available vacancy - except that any employee who refuses to fill a vacancy will be removed from the Eligibility List.

In the event that no employee on the Eligibility List elects to fill a vacancy on the Seniority List or there are no employees remaining on the Eligibility List, then such vacancy will be offered to employees not on the Eligibility List in order of their number of years of continuous service as defined in Section 4 - the employee with the most number of years continuous service being offered such vacancy first.

7. In developing the weekly work schedules, an employee on the Eligibility List will be given preference, in accordance with the order he appears on the Eligibility List, over other Non-Seniority List employees for available shifts, at the location(s) and for the shift(s) for which such Eligibility List employee has indicated his availability on his "Eligibility List Preference Sheet".

Following the posting of the weekly work schedule, provided the Employer has twenty-four (24) hours notice of additional or vacated shifts that the Employer deems necessary to be filled, the Employer will endeavour to give preference to employees on the Eligibility List in accordance with the order he appears on the Eligibility List, over other Non-Seniority List employees for available shifts, at the employee's top five (5) preferred location(s) as indicated on his "Eligibility List Preference Sheet". Notwithstanding the foregoing and any other provision of this Agreement, it is agreed that the Employer, in allocating available work, will not allocate more than thirty (30) hours to any Eligibility List employee in any work week.

SCHEDULE "F"
APPLICATION FOR ELIGIBILITY LIST

I, the undersigned, hereby advise that I **am** interested in being placed on a full-time "Eligibility List".

I believe that I have been employed a minimum of five hundred (500) hours in the Mutuel Department **of** The Ontario Jockey **Club** during the current calendar year. I **also** anticipate being employed a minimum of five hundred (500) hours in **the** above Department during **the** next calendar year,

I realize this is only an application and not a guarantee of placement on the Eligibility List.

I also realize that placement on **the** Eligibility List **does not** in itself constitute any preferential status, guarantee of employment or placenient on **the** Seniority List--employment and placenient on the Seniority List remains at the discretion of the Employer.

EMPLOYEE INFORMATION:

Date _____

Employee # _____

Name _____
please print

Date **of** Hire _____

Signature _____

EMPLOYER INFORMATION:

Date Received _____

Status Verification _____

Comments _____


LETTER OF UNDERSTANDING
RE: Extra Duties


The parties agree to delete Schedule "C" Extra Duties - Rates Per Diem. The following outlines the understanding regarding the disposition of such assignments:

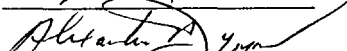
- 1) Correction Boards, Stock Feature Pool Cards, Posting Results and Emptying Self-Serve Machines will be included as part of the regular duties of the Host/Hostess classification.
- 2) Terminal Operator (Dual Currency) will be added to Schedule "C".
- 3) Job Training - see Article 10
- 4) U.S. Exchange and cheque cashing are regular assignments within the Voucher Seller classification.
- 5) Stable Person duties are regular assignments within the Terminal Operator classification.
- 6) "FROTO", Outs, In Charge Paper Room, and Distribution of Race Pool Sheets duties have been eliminated.
- 7) Money Room Opening and Closing, Early-Late Money Room, Early Terminal Operator, Late Terminal Operator (Regular Start) are redundant as employees are scheduled by classification and paid the respective hourly rate for hours worked.


Dated at Toronto this 19th day of April 1997.


FOR THE COMPANY

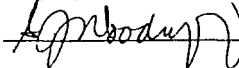




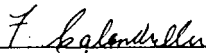


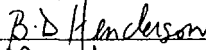


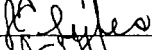





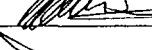
FOR THE UNION

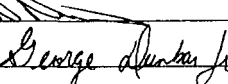












LETTER OF UNDERSTANDING
Re: Scheduling

This Letter of Understanding is intended to provide further explanation of the scheduling process and is not intended to, nor shall be construed to, prevail over or alter any oilier provision contained in the Collective Agreement. The parties agree to the following guidelines for developing weekly work schedules in accordance with Article 15 of the Collective Agreement. These guidelines **do not apply** to the scheduling of any shifts **that** become available after the posting of the weekly schedule.

Subject to possession of the necessary skills, competence, efficiency, and dependability, in accordance with his seniority, the information that an employee provides **on** his "Work Allocation Preference Sheet" is used in the development of his weekly work schedule.

An employee will only be scheduled for available shifts in locations, on days of the week, for shift types and in job classifications which lie has indicaica on his "Work Allocation Preference Sheet".

An employee will be scheduled for available shifts up to the maximum hours specified on his "Work Allocation Preference **Sheet**" subject to a maximum **of** 6 days per week, 12 hours per day and 30 hours per week.

An employee will be scheduled for available shifts so **that** his scheduled hours **are** as close **as** possible to his requested weekly hours. However, due to **the** variable shift lengths, it is unlikely that he will be scheduled **for** exactly the number of weekly hours lie has requested.

1. Locations

Subject to the information which an employee has indicated on his "Work Allocation Preference Sheet". he will be scheduled **in** any available classification, for any available shift type, **on** any available day, **at** his **first** preferred location before proceeding to the employee's next preferred location.

2. Days of the Week

Subject to **the** information which an employee has indicated on his "Work Allocation Preference Sheet", he will be scheduled for available **shifts** **on** the days of the week for which lie has indicated his availability in the order **of** priority indicated on his "Work Allocation Preference Sheet". **He** will be scheduled in any available classification, for any available shift type, on his first preferred day before proceeding to

his next preferred day. He will not be scheduled for days of the week that he lists omitted on his "Work Allocation Preference Sheet".

3. Shift Types

The length of shifts will vary. Day shifts start prior to 5:30 p.m. and Night shifts start at or after 5:30 p.m.

Subject to the information which an employee has indicated on his "Work Allocation Preference Sheet", he will be scheduled for available shifts according to the shift type preferences in the order of priority he has indicated on his "Work Allocation Preference Sheet". He will be scheduled in any available classification for his first preferred shift type before proceeding to his next preferred shift type. An employee will not be scheduled for any shift which exceeds the maximum number of hours per shift he has indicated on his "Work Allocation Preference Sheet".

Employees who have indicated that they are available to work both a day shift and a night shift on the same day may be scheduled as such. To be scheduled in this manner, the day and night shifts must have a minimum of one-half (½) hour between the end of the day shift and the beginning of the night shift and must be at the same location on the same day. Employees are never assigned to both a day shift and a night shift on statutory holidays.

Hong Kong shifts are not included in the regular scheduling process. An employee who has indicated on his "Work Allocation Preference Sheet" his availability to work Hong Kong shifts and who is not scheduled to work either,

- (i) both a day shift and night shift on the day before the Hong Kong card,
or;
- (ii) both a day shift and a night shift on the day of the Hong Kong card,

may be scheduled for Hong Kong shifts provided these shifts do not result in the employee working in excess of thirty (30) hours that week.

4. Classification

Subject to the information which an employee has indicated on his "Work Allocation Preference Sheet", he will be scheduled for available shifts in the classifications for which he is currently qualified, in the order of priority indicated on his "Work Allocation Preference Sheet". He will be scheduled for any available shift in his first preferred classification before proceeding to his next preferred classification.

5. Statutory Holidays

If an employee indicates on his "Work Allocation Preference Sheet" his preference to work Statutory Holidays, the Statutory Holiday will be deemed to be the most preferred day of the week in the week in which it occurs, irrespective of his day of the week or shift type preferences.

Dated at Toronto this 19th day of April 1997

FOR THE COMPANY

Olney
M. Hill
Algebra
R. [unclear]
[unclear]
A. J. Woodman

FOR THE UNION

F. [unclear]
B. D. Henderson
[unclear]
[unclear]
[unclear]
George Nubar Jr.

LETTER OF UNDERSTANDING
 Re: Return to Work Protocol

Notwithstanding the provisions of the Collective Agreement, it is expressly understood that in view of the labour dispute, it will take a few days to facilitate the return to work of employees who have been affected by the labour dispute. In addition, it will take a suitable period of time to schedule employees in accordance with the new scheduling provisions of the Collective Agreement. Accordingly, employees affected by the labour dispute will be scheduled for work commencing the third day following receipt of written notification of ratification from the Union. From this date until the Sunday following four (4) weeks from the date of ratification, or such later date as the Employer determines necessary, the following scheduling provisions will apply.

Subject to the possession of the necessary skills, competence, efficiency, and dependability, employees will be assigned available shifts, to a maximum of five (5) shifts per week, by division, on a seniority basis, in accordance with their completed 1996 Area Selection Sheets. In the sample schedule below, the division code for each shift is stated after the shift times ((T)horoughbred or (S)tandardbred or (C)ombined seniority) with all Sunday shifts, excluding Mohawk, allocated on a combined seniority basis. Shifts will be available as follows, unless there are further changes to the live or simulcast racing schedules. **Note: the shift "end time" is an estimate.**

	<i>Greenwood & Woodbine</i>		<i>Fort Erie</i>		<i>Mohawk</i>		<i>Teletheatres</i>
Sun	12:15- 5:45 C 3:30- 8:30 C 6:00-10:45 C		12:15- 5:45 C		12:15- 5:45 S		12:00- 6:15 C 6:15-10:45 C
Mon	7:00-11:15 S		7:00-11:15 S		7:00-11:15 S		6:45-11:15 S
Tue	3:30- 7:15 S 7:00-11:30 S		7:00-11:30 S		7:00-11:30 S		3:15- 7:15 S 7:15-11:30 S
Wed	12:30- 5:00 T 3:30- 8:00 T 6:30-11:00 T		6:30-11:00 T				12:15- 6:15 T 6:15-11:00 T
Thu	12:30- 5:00 T 3:30- 8:00 T 6:30-11:00 T		6:30-11:00 T				12:15- 6:15 T 6:15-11:00 T
Fri	12:30- 5:15 T 3:30- 7:15 S 7:00-11:30 S		12:30- 5:15 T 7:00-11:30 S		7:00- 1:30 S		12:15- 7:00 T 7:00-11:30 S
Sat	12:30- 5:45 T 3:30- 8:30 T 7:00-11:30 S		12:30- 5:45 T 7:00-11:30 S		7:00- 1:30 S		12:15- 6:45 T 6:45-11:30 S

LETTER OF UNDERSTANDING
Re: Video Lottery Terminals (V.L.T.)

In the event V.L.T.'s are introduced into any of the Company's racetracks and in the event The Ontario Jockey Club is the employer of those employees involved in the handling of the money relating to the V.L.T.'s, The Ontario Jockey Club will recognize Service Employees International Union (the International) as the bargaining agent for such employees. It is recognized that those employees will constitute a separate bargaining unit from the Mutuel employees.

Members of the Service Employees International Union Local 528 (Mutuels) bargaining unit will be given first priority to any new jobs created relating to V.L.T.'s of which the OJC is the employer.

Dated at Toronto this 19th day of April 1997

FOR THE COMPANY

FOR THE UNION

D. Carey
As Auth.
Alvin K. Young
R. [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

F. Calandrella
B.D. Henderson
[Signature]
[Signature]
[Signature]
[Signature]
George Chamberlain

LETTER OF UNDERSTANDING
Re: Replacement Workers

This Letter of Understanding will confirm that for the term of the current Collective Agreement, the Employer will not offer work to those employees who were hired to work as replacement employees during the course of the labour dispute, except on occasions when additional employees, over and above the Employer's existing mutual employees, are required to work major race days. Major race days are:

- Queen's Plate
- Woodbine Million (formerly known as Molson Million)
- Breeder's Cup
- North America Cup
- Breeder's Crown
- Canadian International (formerly known as Rothman's International)

FOR THE COMPANY

Clarey
Smith
Alvin Algon
R. B. Bessly
B. B.
A. Woodruff

FOR THE UNION

F. Calandella
B.D. Hamilton
P. Hughes
W. H.

George Aumbarl
