

Unit No. 134

COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO JOCKEY CLUB  
SECURITY GUARDS - FULL-TIME

- AND -

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

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## ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Employer and its security officer 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 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all security officers of The Ontario Jockey Club, save and except Corporals, Detectives, office staff, persons regularly employed for not more than twenty-four (24) hours per week and persons covered by subsisting collective agreements.

2.02 Where used in this Agreement, the male pronoun shall be deemed to include the female pronoun.

## ARTICLE 3 - UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

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

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

(c) Notwithstanding anything contained in this Article, the Employer shall not be prevented from allocating employment to any person because the Union has denied him

membership unless such person has refused to tender the Union dues uniformly required as a means of maintaining membership in the Union or, in the case of non-members, has refused to tender in lieu thereof an amount equal to such Union dues.

- (d) The parties agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives, with respect to any employee because of his membership or non-membership in the Union. .

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

4.02 The prerogatives and responsibilities set forth in this Article shall be exercised in a manner consistent with other provisions of this Agreement.

## ARTICLE 5 - UNION REPRESENTATION

5.01 The Employer will recognize a Grievance Committee composed of not more than six (6) employees selected by the Union **to be** known as "Stewards", provided that no more than three (3) members of the Grievance **Committee**, including the Chief Steward, shall be present at any meeting with the Employer. In order to provide proper representation for employees, the Union will appoint a temporary Steward to act in the place of any Steward who is absent from work for a period of more than seven (7) days. The Union will inform the Employer of the name of the appointee.

5.02 (a) Where an employee is required to attend a meeting in which a written warning, suspension or discharge is to be given, the Department Head or designate will inform the employee of his right to have a Union Steward present prior to taking up the matter with the employee.

(b) The employee may, if desired, request the presence of the Union Steward during the interview. Where the employee requests such representation, the Department Head will send for the Steward without further discussion of the matter with the employee. **If** a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and it shall then become the sole responsibility **of** the employee concerned to arrange for a Union Steward to **be** in attendance when the meeting occurs.

(c) The Union acknowledges its responsibility to keep the Employer informed of a current list of Union Stewards. This requirement for Union representation becomes null and void where the Employer has not received the names of Union Stewards, or the Employer is given incorrect names or the employee fails to arrange for a Steward to attend the meeting scheduled by the Department Head within the twenty-four (24) hours as provided above.

5.03 The Chief Steward and Union Business Agent shall receive copies of all disciplinary notices issued to members of the bargaining unit which have been placed on the individual's personnel file at the time of issue unless the employee specifically requests copies not be sent.

5.04 Employees shall not be eligible to serve as members of the Grievance Committee unless they have been in the Employer's continuous employ for not less than six (6) months.

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

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

5.07 The Employer agrees to pay the wages of Negotiating Committee members for regular scheduled hours not worked because of negotiations with the Employer up to mediation.

#### **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

- 6.01 (a) During the term of this Agreement, the Employer will not cause **or** direct any lockout **of** its employees and the Union will not cause, direct or condone any strike or other individual **or** collective action which will interfere with, or in **any** way impair the service of the Employer, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the grievance procedure herein contained.
- (b) The Union agrees that in the event of any future strike, sit down, picketing, slowdown, stoppage of work, lock-out, or any other interruption **or** interference with the operations of the Employer which are caused or participated in by any other employees of the Employer, the security officers will continue to report for duty, remain at their posts and discharge the duties assigned to them.
- (c) The definition of the terms "Lockout" and "Strike" shall be interpreted as per the Ontario Labour Relations Act.

## **ARTICLE 7 - DUTIES**

7.01 The primary duty and responsibility of security officers is to protect the property of The Ontario Jockey Club. The Union agrees that the security officers shall discharge their duties as assigned to them impartially and without regard to the union or non-union affiliation of any person.

7.02 Employees shall perform only such duties as may be required by the Employer in the conduct and operation of the Security Department provided, however, that, in the case of an emergency, the Employer may require that such employees perform duties in addition to those normally required or anticipated in the conduct and operation of the Security Department. If there is a dispute as to the existence of any emergency, the employees shall perform the duties designated by the Employer but may take the matter up through the grievance procedure.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

### 8.02 Step No. 1

A complaint or grievance must be submitted in writing within five (5) days of the occurrence causing same to the senior ranking officer at the site of the occurrence, and it shall be taken up with the Manager, Security Services, or his designate, by one member designated by the Union (hereinafter called the Steward). If the complaint or grievance has not been settled within five (5) days from the date on which it was first brought to the attention of the senior ranking officer at the site of the occurrence by the Steward, or within such longer period as the Manager, Security Services or his designate, and the Steward may agree on, then Step



No. 2 may be invoked, provided that Step No. 2 to be invoked must be invoked with fifteen (15) days from the occurrence causing the complaint or grievance.

#### 8.03 Step No. 2

The Steward shall deliver to the Director, Security Services or his designate, 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 officer within five (5) days of the discharge grieved. Within seven (7) days from receipt of the written grievance by the Director, Security Services or his designate, or within such longer period as the Employer and the Union may agree on, a joint committee composed of three (3) Union representatives designated by the Union, along with the Employer representatives, shall meet and attempt to settle the grievance. Should the grievance not be settled by the said joint committee within seven (7) days of its first meeting, or within such longer period as the Employer and the Union may agree on, and if it is one which concerns the interpretation, application, administration or alleged violation of this Agreement, then Article 8.04 may be invoked.

#### 8.04 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at Step No. 2 of the grievance procedure. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation.
- (c) The Grievance Mediation process is without prejudice to any position either party may take should the matter be referred to Arbitration.
- (d) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (e) The Mediator will be from Independent GSO Mediation Services and must be able to commence the grievance

mediation within the time set out in (b) unless the parties mutually agree to extend the time periods for such Mediator.

- (f) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (g) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (h) The Mediator will have the authority to meet separately with any person(s), but will not have the authority to compel the resolution of a grievance.
- (i) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with Article 8.05. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done **by** the Mediator may be referred to at Arbitration.
- (j) The Union and the Employer will share the cost, if any, of the Mediator.
- (k) Notwithstanding Article 8.07, Saturdays, Sundays and holidays are to be counted in the time limits for grievance mediation.

8.05 Arbitration

- (a) 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 or to a single arbitrator with the agreement of both parties without stoppage of work..
- (b) The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union and a third person, to act as Chair of the Board,

chosen by the other two members of the Board of Arbitration.

- (c) Within fifteen (15) days from the date that the joint committee has terminated its deliberations at Step No. 2, the party requesting arbitration shall notify the other party in writing of the desire to arbitrate the grievance, and in the notification it shall also state the name of its nominee to the Board of Arbitration.

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

- (d) In the event the two nominees are unable to agree upon a Chair within fourteen (14) days of the appointment of the latter of them, either party or its nominee may apply to the Minister of Labour for the Province of Ontario for the appointment of the third person to act as Chair of the Board of Arbitration.
- (e) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (f) No matter may **be** submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- (g) 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.
- (h) The Board of Arbitration shall have the power to relieve against any inconsequential delays concerning time limits established in Step Numbers 1 and 2 of Article 8 and Article 8.05, and it may extend such time limits retroactively.
- (i) 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.

- (j) 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.
- (k) 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.
- (l) 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 Chair of the Board of Arbitration.
- (m) It is hereby agreed that an employee who has incurred discharge, suspension **or** other disciplinary action involving a loss of wages, shall be compensated for lost wages in the event of a reversal or other adjustment to such action made in accordance with the provision of this Article 8.05, but only to the extent of his success under this Article 8.05.

8.06 Policy and Group Grievances shall commence at Step No. 2.

8.07 Saturdays, Sundays and holidays are not to be counted in the time limits set out in Article 8 and 9.

## **ARTICLE 9 - EMPLOYER'S GRIEVANCE**

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

as the grievance of an employee. The grievance shall be delivered in writing to the Business Agent and the Chief Steward of the Union.

#### **ARTICLE 10 - DISCHARGE AND DISCIPLINE**

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

10.02 Without limiting the Employer's right to discharge employees, it is understood and agreed that:

- (a) absence from employment **by** any employee save and except for sickness, accident, unavoidable circumstances or with leave of the Employer, or
- (b) 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 30 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 from going through the grievance procedure to determine whether or not the employee has been so absent or the Employer so called upon.

10.03 It is expressly understood and agreed that, notwithstanding anything else contained in this Agreement, the Employer shall have the right to discharge or discipline any employee at any time prior to his having been placed on the Seniority List and such discharged or disciplined employee shall not have the right of recourse to the grievance procedure.

10.04 Any disciplinary notation issued to an employee will be removed from his record eighteen (18) months after the date of issuance provided the employee receives no other disciplinary notation within the said eighteen (18) month period.

## ARTICLE 11 - SENIORITY

11.01 Each of the parties hereto recognizes that employees who are eligible to be placed upon the Seniority List are entitled to an equitable measure of security based upon length of service.

11.02 The Seniority List shall contain the names of all employees eligible to be placed therein and shall determine the seniority of employees as hereinafter provided. Upon consent of both parties hereto, the Seniority List may be amended from time to time.

11.03 **An** employee will be on probation until he has worked four hundred and eighty (480) hours during a period of continuous employment. Upon completion **of** such probationary period, the employee's name shall be placed on the Seniority List and he shall be credited with seniority to his last date of hire. Employees with the same date **of** hire shall be ranked on the Seniority List as determined by a draw, supervised by management and the Union.

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

11.04 The Employer agrees to post the Seniority List no later than April and October of each year, and a copy shall also be forwarded to the Union. After such posting, the Seniority List shall become final with respect to the employees designated therein except as to any employee who disputes the accuracy of his seniority date within ten (10) days following such posting.

## ARTICLE 12 - LOSS OF SENIORITY

12.01 **An** employee shall lose all seniority and deemed to be terminated if he:

- (a) voluntarily leaves the employ of the Employer; or
- (b) is discharged and is not reinstated through the grievance or arbitration procedure; or
- (c) is laid off for a period of more than eighteen (18) months; or

- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee; or
- (e) fails to return to work upon termination **of** an authorized leave of absence or utilized a leave of absence for purposes other than those for which the leave of absence may be granted; or
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail or Courier, unless an explanation satisfactory to the Employer is given by the employee; or
- (g) is absent due to an illness or disability, or both, which absence continues for more than twenty-four (24) months. This clause shall be interpreted in a manner consistent with the provision of the Human Rights Code.

#### **ARTICLE 13 - LAYOFF AND RECALL**

13.01 Layoffs shall be done by location in the reverse order of seniority with probationary employees being laid off first, provided the employees remaining are capable of performing the work. Recalls shall be done by location on a seniority basis, provided the employees so recalled are capable of performing the work.

13.02 In the event of a layoff, employees who have reached the normal retirement age shall be deemed to have the least seniority in the bargaining unit for administering the provisions of this Article.

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

13.03 **An** employee who is subject to layoff, other than a temporary seasonal layoff, shall have the right to either:

- (a) accept the layoff, or;
- (b) displace an employee at another location who has lesser bargaining unit seniority and who is the least senior

employee at that location, provided the employee is qualified to perform the duties of the position without training other than orientation and to the satisfaction of the Manager, Security Services. Such junior employee displaced shall be laid off subject to his rights under this section.

13.04 **An** employee who is subject to a temporary seasonal layoff shall be given at least thirty (30) days notice of the layoff and shall have the right to either:

- (a) accept the layoff, or;
- (b) temporarily displace an employee at the same location who has lesser bargaining unit seniority and who is the least senior employee in a position which has fewer regular hours provided the employee is qualified to perform the duties of the position without training other than orientation and to the satisfaction of the Manager, Security Services. Such junior employee displaced **shall** be laid off subject to his rights under this section and will be provided with as much notice as possible, or;
- (c) temporarily transfer to a vacant position at another location provided he is the **most** senior employee, subject to layoff, willing to transfer to that location, and he is qualified to perform the duties **of** the vacant position without training, other than orientation and to the satisfaction of the Manager, Security Services.

13.05 **An** employee who elects to exercise his rights under Article 13.03 and 13.04 shall so notify the Manager, Security Services in writing, on a form provided by the Employer at the time he is advised of the layoff, within three (3) working days of being so advised, failing which the Employer shall be entitled to proceed as if such employee had decided not to exercise his rights under Article 13.03 and 13.04.

13.06 In the case of a temporary seasonal layoff and notwithstanding Article 13.01, upon the Employer determining the number of security officers required, senior bargaining unit employees may volunteer to be laid off from their location and may exercise any rights under Article 13.04.

13.07 Should a job vacancy occur during the temporary seasonal **layoff** period at **another** location where the layoff did not occur, the Department Head has the right to hire **a** new employee provided



that there is no employee on temporary seasonal layoff who has indicated a desire to work at that location and in the position that is available.

13.08 Seniority shall continue to accumulate during the temporary seasonal layoff.

13.09 Employees on such temporary seasonal layoff may continue to participate in the Employer's benefits plans if the employee pays the premiums.

13.10 **An** employee shall return to work within seven (7) days after being recalled from layoff by notice sent by registered mail or Priority Courier, unless an explanation satisfactory to the Employer is given by the employee.

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

#### **ARTICLE 14 - HOURS OF WORK, SCHEDULES AND OVERTIME**

14.01 The hours of work shall be as scheduled by the Employer. Any hours worked by an employee in excess of eight (8) hours in a shift or forty (40) hours in a week shall be paid at the rate of one and one-half (1 1/2) times his regular hourly base rate shown on Schedule "A". Notwithstanding the foregoing, for shifts with regular scheduled hours in excess of eight (8) hours, only hours worked by an employee in excess of the regular scheduled hours for that shift shall be paid at the rate of one and one-half (1 1/2) times his regular hourly base rate shown on Schedule "A". **An** employee who works an unscheduled shift in a given week will not have his schedule for that week amended for the sole reason of avoiding the payment of overtime premium.

14.02 The Employer will endeavour to provide as many forty (40) hour positions as can be accommodated while meeting operational requirements and to provide as many straight day, afternoon, and night positions as can be accommodated while meeting operational requirements. Positions will **be** either Backstretch or Grandstand. Employees in Backstretch positions may be assigned to a Grandstand position for a four (4) week period no more often than once every six (6) months. Employees in Grandstand positions may be assigned to a Backstretch position for a four (4) week period no more often than once every six (6) months. There will be no split shifts.

14.03 Notwithstanding any other provision of this Agreement, the Employer may, at its discretion, allocate available work to probationary employees and may temporarily reassign Seniority List employees in shifts as may be required for the purposes of training, evaluation, the continuance of efficient operations, and/or accommodating probationary employee assignments. In addition, the Employer may temporarily reassign employees to work at locations for special events or under emergency conditions. The Employer will endeavour to consider seniority in reassigning employees under this clause.

14.04 The Employer will post four (4) week work schedules two (2) weeks in advance of the applicable work period, and endeavour to keep schedule changes to a minimum. A week is defined as Sunday to Saturday.

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

14.06 The Employer will endeavour to distribute all overtime on an equitable basis amongst Seniority List employees in the classification and at the location where the overtime is required and to post overtime work as far in advance as possible.

14.07 Employees who work overtime hours may choose to take time off in lieu of overtime but will not be required or compelled to do so. All lieu time taken will be **at** time and one half (1/2) as per the overtime requirement of Article 14.01 and shall be scheduled at a mutually agreeable time between the employee and the Employer. The time of€ must be taken within forty-five (45) days from the date it was earned, failing which the overtime hours will be paid in accordance with Article 14.01.

## **ARTICLE 15 - JOB POSTINGS**

15.01 The Employer will consult with the Union not less than two (2) weeks before posting a new job classification. The Employer will entertain any suggestions from the Union, made before the job is posted.

15.02 Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) days at all locations, for a minimum period of ten (10) days and a copy of the notice shall be sent to the Union. The notice shall set out the qualifications required for the job, classification, rate of pay, location, area, hours **of** work and shift, days **off**. Only applications received by the closing date will be considered for the vacancy.

15.03 Applications shall be considered by the Employer on the basis of skill, ability, competence and efficiency of the employees, as the governing factors. When these factors are judged to be relatively equal amongst the candidates for the job vacancy, then seniority shall be the governing factor, provided the successful applicant, if any, is qualified to perform the available work.

15.04 The successful applicant, if any, shall be awarded the job within three (3) weeks **of** the closing date of the posting.

15.05 The Employer may fill a vacant position on an interim basis until the posting procedure provided herein has been completed, and the job has been awarded. The Employer will endeavour to consider seniority in reassigning employees under this clause.

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

15.07 New employees shall not be hired where there are employees on layoff who are able to perform the job and who are willing to work at the location where the work is available.

## **ARTICLE 16 - RETIREMENT**

16.01 The Employer shall have sole and absolute discretion in all matters relating to retirement provided, however, that without

limiting the Employer's discretion in matters relating to retirement, the Employer shall, at least sixty (60) days prior to retiring any employee, notify the Union of its intention and consider such submissions as the Union may make. The Employer, exercising its sole discretion in all matters relating to the retirement of employees, has adopted the following practice.

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

#### **ARTICLE 17 - WORK BY NON-BARGAINING UNIT PERSONNEL**

17.01 At no time shall supervisors, other employees outside the bargaining unit or contractors perform bargaining unit work which would result in the layoff of a bargaining unit employee or the reduction of such a bargaining unit employee's normal scheduled hours of work or benefits,

17.02 Except under emergency conditions or for purposes of training or instruction, supervisory personnel being those employed by the Employer in the Security Department and not included in the bargaining unit, shall not perform the duties of any classification described in Schedule "A" hereto.

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

#### **ARTICLE 18 - JURY DUTY AND COURT APPEARANCES**

18.01(a) An employee on the Seniority List who is summoned for a Jury Sitting will be paid the difference between Jury Duty remuneration and his Regular Daily Rate of Pay for the days he is required to be in attendance for the Jury 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.

(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 Daily

Rate of Pay (**less** any witness fees or conduct monies he may receive) for such days as his attendance is required, together with a travelling allowance in accordance with Article 29.01.

- (c) For the purpose of Article 18 "Regular Daily Rate of Pay" shall mean the employee's hourly rate of pay multiplied by eight (8) hours.

18.02 All security officers are covered by The Ontario Jockey Club's General Liability Insurance policy according to the terms and conditions stated in the Policy.

#### **ARTICLE 19 - BEREAVEMENT PAY**

19.01 Whenever there is a death of a member of the immediate family of an employee appearing on the Seniority List while such employee is actively working for the Employer, the employee will, upon application and proof of death, receive leave of absence with pay for three (3) days immediately following the date of such death, if they are scheduled work days.

The term immediate family in Article 19 shall mean, the mother, father, brother, sister, spouse (**same** sex partner), children, common-law spouse, grandparents, grandchildren, mother-in-law, and father-in-law, of such employee. Provided further that, where there is a death of a brother-in-law or sister-in-law of the said employee, then such employee will, upon the foregoing terms and conditions, receive leave of absence with pay for one (1) day.

#### **ARTICLE 20 - EDUCATION LEAVE**

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

20.02 Employees who wish to take courses related to their work classification which do not require time off from their work may apply in advance for reimbursement to the Manager, Security Services in writing. The Manager will reply within seven (7) days

whether reimbursement will occur. Upon successful completion of the course and presentation of the necessary receipts, the employees shall be reimbursed for the approved course costs.

20.03 Where the Employer requires an employee to attend courses, he shall be paid the straight time hourly rate for his classification for time spent in the course.

## **ARTICLE 21 - LEAVE OF ABSENCE**

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

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

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

22.01 Where the Employer has reason to believe that an employee may not be able to safely or satisfactorily perform his duties, because of physical or mental reasons, the employee may be required to submit to a physical examination, by a legally qualified medical practitioner, as selected by the Employer, at the expense of the Employer. The said employee shall receive a copy of any medical report. If the employee disagrees with the decision of the doctor, the employee shall have the opportunity of submitting the results of the examination to 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, 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 borne by the Employer.

22.02 The Employer, the Union and the employees shall cooperate to maintain healthy and safe working conditions and shall

comply with the provisions of the Ontario Occupational Health and Safety Act.

#### **ARTICLE 23 - WAGES**

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

23.02 Employees called in for work by the Employer and who in fact report for work in response thereto shall, in the event that for any reason no work is available, be paid amounts equal to four (4) hours pay.

23.03 In the event that no work is available, an employee who reports to work, not having previously been contacted not to report, will be paid an amount equal to four (4) hours pay.

23.04 **An** employee who reports to work as scheduled and works at least one-half (1/2) of his scheduled shift and is subsequently directed to cease work and is sent home on the instruction of the Employer prior to the completion of his shift because there is no work available shall be paid for all hours of his scheduled shift.

23.05 Pay shortages of fifteen dollars (**\$15.00**) or less will be corrected on the next pay day. Pay shortages of greater than fifteen dollars (\$15.00) will be corrected as soon as possible but before 4:00 p.m. the following Monday except where Monday is a statutory holiday in which case it will be before 4:00 p.m. Tuesday.

23.06 Whenever a security officer is assigned additional responsibilities to direct, or oversee the work of other security officers, he shall be paid a premium allowance of one dollar (\$1.00) per hour in addition to his regular hourly rate. Effective May 9, 1998, increase premium allowance to one dollar and fifty cents (\$1.50).

#### **ARTICLE 24 - VACATION**

24.01 **An** employee's annual vacation pay shall be based on his continuous employment while on the Seniority List and his gross earnings during the twelve (12) month period ending with the pay week nearest to June 30th excluding vacation pay. For purposes of

determining vacation pay entitlement, any part of the first year on 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.

The vacation pay schedule **shall** be as follows:

**An** employee who has less than five (5) years continuous employment **shall** receive 4% vacation pay.

**An** employee who has five (5) years continuous employment but less than ten (10) years continuous employment shall receive 6% vacation pay.

**An** employee who has ten (10) years continuous employment but less than eighteen (18) years continuous employment shall receive 8% vacation pay.

**An** employee who has eighteen (18) years or **more** continuous employment shall receive 10% vacation pay.

24.02 The vacation pay to which an employee is entitled shall **be** paid not later than the conclusion of the pay week ending nearest August 1st following its being earned.

24.03 **An** employee's annual entitlement to vacation time of€ shall be determined as of the anniversary date of his last date of hire in the bargaining unit.

**An** employee is entitled to two (2) weeks vacation time off after completing one (1) year's continuous employment.

**An** employee who has five (5) years continuous employment, shall be entitled to an **additional** week's vacation time off.

**An** employee who has ten (10) years continuous employment **shall** be entitled to an additional week's vacation time off.

**An** employee who has eighteen (18) years continuous employment shall be entitled to an additional week's vacation time off.

24.04 Requests for vacation time of€ **for** the upcoming vacation year (May 1st to April 30th) must be submitted in writing to the Manager, Security Services by March 1st. Requests received by the



deadline will be scheduled based on the operational requirements of the Employer and the seniority of the employees concerned. Approved vacation schedules will then be posted by April 1st.

Vacation requests submitted after March 1st will be scheduled based on the operational requirements of the Employer on a first come, first serve basis after those requests received by the deadline.

24.05 Should a paid holiday listed in Article 25 fall during the vacation period of an employee who qualifies for the said holiday, such employee shall have his vacation period extended by one (1) day and he shall receive one (1) additional day's pay at his regular hourly base rate shown on Schedule "A".

24.06 Notwithstanding anything herein contained, an employee who has been discharged by the Employer for cause or who voluntarily quits his employment with the Employer shall not be entitled to receive any amount under Article 24.01 but shall be limited to receiving the benefits, if any, to which he is entitled under the Employment Standards Act and the regulations made thereunder.

#### **ARTICLE 25 - PAID HOLIDAYS**

25.01 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.

25.02 Except as otherwise provided in this Article, each employee shall receive a paid holiday on the days listed in Article 25.01.

25.03 Paragraph 25.02 does not apply to an employee who:

- (a) is employed for less than three (3) months;
- (b) has not earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding a public holiday;
- (c) fails to work his scheduled regular day of work preceding **or** his scheduled regular day of work following a public holiday;

(d) is employed under an arrangement whereby he may elect to work or not when requested so to **do**; or

(e) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work.

25.04 **An** employee who is required to work on any of the days listed in Article 25.01 shall be paid time and one-half (1 1/2) his regular rate of pay for all hours worked on such holiday. In addition, subject to Article 25.03, he shall receive his regular day's pay for the statutory holiday.

25.05 Where a public holiday falls on an employee's day off, subject to Article 25.03, the employee shall receive his regular day's pay for the statutory holiday.

25.06 If a shift commences on or before the statutory holiday, such shift will not be considered as a shift scheduled for the statutory holiday unless the majority of the hours scheduled on such shift occur on the statutory holiday.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

26.01 The Employer agrees to pay **one** hundred percent (100%) of the premium towards the benefit plans in accordance with the terms and conditions of the applicable plans for all Seniority List employees who are actively at work.

### 26.02 Health Care

Prescription drugs and extended health care benefits with expenses reimbursed at eighty percent (80%), and annual deductibles of twenty-five dollars (\$25.00) **for** single coverage and fifty dollars (\$50.00) for family coverage.

### 26.03 Vision Care

The maximum benefit will be one hundred and twenty-five dollars (**\$125.00**) per person every twenty-four (24) months.

### 26.04 Life Insurance

Principal sum **of** twenty thousand **dollars** (\$20,000.00).

26.05 Accidental Death and Dismemberment

Principal sum of twenty thousand dollars (\$20,000.00).

26.06 Dental Care

Routine dental care, based on the **1998** ODA fee schedule effective May 9, **1998** with expenses reimbursed at eighty percent (**80%**) of the fee schedule, to an annual maximum of one thousand dollars (\$1,000.00) per person, and annual deductibles of twenty-five dollars (\$25.00) for single coverage and fifty dollars (\$50.00) for family coverage.

Effective January 1, **1999**, the **1999** ODA fee schedule shall apply.

Effective date of ratification, coverage will be based on the 2000 ODA Fee Schedule.

Effective January 1, 2001, coverage will be based on the 2001 ODA Fee Schedule.

Effective January 1, 2002 coverage will be based on the 2002 ODA Fee Schedule.

Effective January 1, 2003 coverage will be based on the 2003 ODA Fee Schedule.

26.07 Occupational Disability

Provide a benefit equal to sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of basic weekly wages (maximum benefit of three hundred and fifty dollars (\$350.00) per week), from first day off work due to occupational accident until return to work or age sixty-five (65).

The Employer agrees to make all premium payments for an Occupation Disability Benefit plan. The Plan shall provide sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of an employee's Monthly Earnings from the first day of absence to a maximum of one hundred and four (**104**) weeks, providing the employee's injury or disablement arose from an identifiable incident that occurred out of and in the course of his employment and the employee is unable to perform the essential duties of his own occupation.

In the event that the employee continues to be disabled beyond one hundred and four (**104**) weeks, subject to the terms and conditions of the Plan, he will receive sixty-six and two thirds

percent (66 2/3%) of his Monthly Earnings providing he is unable to perform any occupation to the earlier of age sixty-five (65) or the date he ceases to be disabled.

"Monthly Earnings" for the purpose of this Article 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 multiplied by fifty-two (52) divided by twelve (12).

**An** employee who has initiated an occupational disability claim may request to receive the equivalent of sixty-six and two-thirds percent (66 2/3%) of his Monthly Earnings as defined above directly from the Employer providing he signs a waiver form assigning his benefit to the Employer. Where it is determined that the injury or disablement is not occupational as defined above, or the claim is denied, or the Employer makes an overpayment to the employee, the employee must reimburse the Employer the full amount of the overpayment.

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 26.07, then such benefit shall be in lieu of the benefit provided for in this Article,

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

26.09 Where an employee suffers an injury or disablement arising **from** an identifiable incident that occurred out of and in the course of his employment, the Employer shall continue to pay one hundred percent (100%) of the premium towards the insured benefits for a period of one (1) year following the injury or to the date **he** ceases to be disabled whichever is earlier.

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

26.11 Where an employee suffers illness or a non-work related injury, the Employer shall continue to pay one hundred percent

(100%) of the premium towards the insured benefits for a period of six (6) months following the illness or injury or to the date he ceases to be disabled whichever is earlier.

#### 26.12 Weekly Indemnity

Provide a benefit equal to two-thirds (2/3) of normal weekly wages, subject to the Employment Insurance Maximum, from the first (1st) day of accident and the eighth (8th) day of illness, for up to twenty-six (26) weeks.

**An** employee who has initiated a weekly indemnity claim may request to receive the equivalent of sixty-six and two-thirds percent (66 2/3%) of his normal weekly wages, subject to the Employment Insurance Maximum directly from the Employer providing he signs a waiver form assigning his benefit to the Employer. Where the claim is denied, or the Employer makes an overpayment to the employee, the employee must reimburse the Employer the full amount of the overpayment.

#### 26.13 Long Term Disability (LTD)

Effective the 1<sup>st</sup> of the month following ratification, all premium payments for a Long Term Disability (LTD) plan with a benefit level of 66 2/3% of the employee's normal monthly earnings up to a maximum monthly benefit of \$2,000.00 and an elimination period of twenty-six (26) weeks of total disability. Eligibility for coverage and entitlement to benefits are subject to the terms and conditions of the plan.

#### 26.14 Pension

Effective July 1, 1997, the Employer established a flat benefit pension plan with a benefit level of one hundred and forty-two dollars (\$142.00) per year of credited pensionable service for any participant retiring on or after that date. Effective July 1, 1998, the benefit level will be increased to one hundred and sixty dollars (\$160.00) per year for all credited pensionable service. Effective July 1, 1999, the benefit level will be increased to one hundred and seventy-eight (\$178.00) dollars per year for all credited pensionable service for any participant retiring on or after that date.

## ARTICLE 27 - SICK LEAVE

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

27.02 Seniority List employees shall be credited with three quarters (3/4) day per month of sick credits for each month. Probationary employees shall, upon completion of the probationary period, be credited with one (1) day's sick credit.

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

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

27.05 A medical certificate verifying the illness may be requested by the Employer.

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

## ARTICLE 28 - UNIFORMS

28.01 The Employer will provide, clean and maintain uniforms and rain gear which the Employer requires to be worn. Such uniforms will be treated with reasonable care by the employees.

28.02 The uniform issue shall be sufficient for each security officer to have a minimum of: five (5) shirts, two (2) pairs of trousers, appropriate long-sleeve sweater, jacket and overcoat, winter hat and gloves. The issue of these items will be renewed as needed.

28.03 An annual footwear allowance of seventy-five dollars (\$75.00) will be paid upon proof of purchase and/or replacement of footwear required to be worn by the Employer.

Effective January 1, 1999, increase the annual footwear allowance of seventy-five dollars (\$75.00) to one hundred dollars (\$100.00)

#### **ARTICLE 29 - TRAVELLING ALLOWANCE**

29.01 Any employee who is required by the Employer, or its designate, to **use** his own vehicle in connection with the Employer's business shall be reimbursed at the rate of twenty cents (\$0.20) per kilometre.

29.02 Any employee who is temporarily reassigned to work at another location for special events or under emergency conditions, or is required by the Employer to attend courses at a location other than his regular work site, shall be reimbursed at twenty cents (\$0.20) per kilometre for the total kilometres between his residence and his destination return trip less the number of kilometres between his residence and his regular work site return trip.

#### **ARTICLE 30 - GOVERNMENTAL REGULATIONS**

30.01 It is understood and agreed that, notwithstanding anything contained in this Agreement employees shall be subject to the supervision **of** the Canadian Pari-Mutuel Agency as provided by the regulations made by the Minister of Agriculture, Section 204 of the Criminal Code of Canada as may **be** amended from time to time, and subject to such provisions of the Racing Commission Act and regulations made thereunder and the rules **of** The Ontario Racing Commission as are applicable.

#### **ARTICLE 31 - PARKING**

31.01 The Employer agrees to provide parking facilities for persons covered by this Agreement.

#### **ARTICLE 32 - RULES AND REGULATIONS**

32.01 The Employer shall have the right to make such reasonable rules and regulations, from time to time, 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 to comment therein.

### **ARTICLE 33 - NOTICES**

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

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

### **ARTICLE 34 - RECORDS ACCESS BY UNION REPRESENTATIVES**

34.01 The Employer shall, subject to the terms of this Agreement, permit authorized representatives of the Union, not exceeding five (5) in number, to have access to that portion of the race track where the employees are working, except all money rooms, for the purpose of communicating with all the security 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 to not interfere with the regular duties of the security employees or the operation of the Employer's business.

34.02 The Employer shall comply with all reasonable requests made through the Director, Security Services, or his designate, by the Union for a copy of the payroll for specified pay periods in respect of employees covered by this Agreement.

### **ARTICLE 35 - BULLETIN BOARDS**

35.01 The Employer will provide the Union with bulletin boards which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and



similar matters of interest to Union members. No notice shall be posted on such bulletin boards without first receiving the approval of the Manager, Security Services, or his designate.

**ARTICLE 36 - PRINTING OF COLLECTIVE AGREEMENT**

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

**ARTICLE 37 - BONDING**

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

**ARTICLE 38 - LABOUR-MANAGEMENT RELATIONS**

38.01 The parties agree that before any major operating changes or major restructuring plans which have an impact on the bargaining unit are implemented, the Union shall be advised of such proposed changes and/or plans and shall be given the opportunity to meet with the Employer to fully discuss the said changes and/or plans provided the Union is available to meet within ten (10) days of being so advised.

38.02 In order to promote good relations and communications between the Employer and its employees, it is agreed that a Labour/Management Committee will be formed, composed of three (3) representatives designated by the Employer and three (3) 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 committee member attending these meetings will be paid the straight time hourly rate for his classification for the duration of the meeting; if it is his scheduled day **off** he will be paid a minimum of two (2) hours.

**ARTICLE 39 - ASSIGNMENT OUTSIDE THE BARGAINING UNIT**

39.01 When, by mutual agreement between the Employer and an employee, and after discussion with the Union, an employee who is covered by this Agreement is assigned to a position outside the bargaining unit, he shall be continued on the Seniority List for a

period of one (1) year less a day from the date on which he commences his new duties. **If** an employee has not been reassigned to a position covered this Agreement within such period of one (1) year less a day, then his name shall be removed from the Seniority List.

**ARTICLE 40 - PARTIES BOUND**

40.01 The provisions of this Agreement and the rights, obligations and benefits provided herein shall bind and ensure to the benefit of the parties hereto and each and every member of the Union, and shall be binding upon the Employer its successors and assigns.

**ARTICLE 41 - TERMINATION**

41.01 This Agreement shall continue in effect until and including December 31, 2003 and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Agreement either party shall furnish the other with notice **of** termination of this Agreement.

Dated at Toronto this 6<sup>th</sup> day of September 2000.

THE ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204

Deane  
Thrust Bedean  
COO  
Kenn Murphy

John Marshall  
Blair Smith  
Joanne Hall

SCHEDULE "A"

WAGE RATE (PER HOUR)

TABLE 1 - ONE TIME MARKET ADJUSTMENT AS OF DATE OF RATIFICATION

Security Officer January 1, 1999 Rate	Security Officer Market Adjustment	Security Officer After Market Adjustment Rate
\$12.30	\$1.35	\$13.65

TABLE 2 - RATES OF PAY

Classification	Date of Ratification	January 1, 2001	January 1, 2002	January 1, 2003
Security Officer	\$14.00	\$14.35	\$14.75	\$15.20

Note:

1. Effective date of ratification, probationary rate shall be \$1.00 per hour less than the above rates during the probationary period.
2. Following ratification, the Employer agrees to pay all employees who are members of the bargaining unit on the date of ratification, a lump sum amount in respect of retroactivity calculated on the following basis:

\$1.70 per hour for all hours paid during the period January 1, 2000 to the date the new rates effective date of ratification are implemented.

LETTERS OF UNDERSTANDING

1. Re: Position Assignment Protocol

Schedules shall be prepared in accordance with Article 14 of the Agreement.

Four (4) times a year, at least one week prior to the posting of the schedule effective the first Sunday of the upcoming Live Standardbred Meet, a blank schedule will be posted outlining available schedule lines (shift time and days off). Each schedule line will be numbered.

Officers will be required to fill in a "Position Assignment Preference Sheet" form, supplied by the Employer, in order to identify at least three (3) schedule lines within their current location and work area that they would prefer to work. These will be the first, second and third choice, etc. The completed form must be submitted to the senior supervisor on site no later than Friday, prior to the posting of the schedule. These preference(s) will remain in effect until the beginning of the next Standardbred Meet.

Work schedule lines will be allocated on a seniority basis and in accordance with stated preferences. Where an officer's seniority is such that his stated preference cannot be accommodated, the employee will be assigned to the available schedule line closest to their stated preferences.

2. Re: Protocol For Assignment of Overtime

WHEN OVERTIME OPPORTUNITIES ARE IDENTIFIED AT LEAST TEN (10) BAYS PRIOR TO THE FIRST SCHEDULED SHIFT (POSTED OVERTIME)

(Such as Retention Barns, Quarantine, Queen's Plate)

The required shifts are posted at all locations for a period of one week.

Not later than 72 hours before the first required shift, the postings are taken down and forwarded to the Senior NCO at the location where the overtime is required.

Officers will be assigned according to the following criteria:

1. Officers at the locations who are capable of performing the work.

2. Those with the least number of posted overtime hours worked in the year will be assigned first.
3. If all officers at the location who have signed up have been assigned, officers from other locations who are capable of performing the work will be assigned with preference going to officers with the least number of posted overtime hours worked in the year.

A record of accumulated posted overtime hours worked shall **be** posted at each location for each location.

WHEN OVERTIME OPPORTUNITIES ARE IDENTIFIED ~~LESS THAN TEN (10)~~  
DAYS PRIOR TO THE APPLICABLE SHIFT (SHORT NOTICE)

Employees will indicate their desire to be considered for non-posted overtime opportunities on their "Position Assignment Preference Sheet". Only employees who indicate that they do desire to be considered for non-posted overtime opportunities will be included in the non-posted overtime allocation for the work period for which the "Position Assignment Preference Sheet" is applicable.

Each location will have list of all employees at that location who indicated that they desire to be considered for non-posted overtime will **be** separated into Grandstand **and** Backstretch.

Each non-posted overtime list **will** remain posted at the applicable location at all times. Non-posted overtime opportunities will be offered to employees on the applicable non-posted overtime list on a sequential basis beginning at the top of the list.

Employees unavailable or unwilling to accept the non-posted overtime opportunity will be considered to have worked for the purpose of proceeding through the list.

Note: "Unavailable" includes already scheduled for the shift, failure to confirm availability to work when contacted, not capable of performing the work for which the non-posted overtime opportunity applies.

### 3. Greenwood Scheduling

The parties agree that the following provision in Article 14.02 will not apply to Greenwood Teletheatre.

The Employer will endeavour to provide as many forty (40) hour positions as can be accommodated while meeting operational requirements.

Signed at Toronto this 6<sup>th</sup> day of September 2000 .

FOR THE ONTARIO JOCKEY CLUB

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 204

*Alamy*  
\_\_\_\_\_  
*Christine Hadeau*  
\_\_\_\_\_  
*2000*  
\_\_\_\_\_  
*Kerry Murphy*  
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*Blair Smith*  
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*Joanne Hill*  
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