

COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO JOCKEY CLUB
(CLEANERS)

- AND -

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

EFFECTIVE: JANUARY 1, 2000

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COLLECTIVE AGREEMENT

BETWEEN

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

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F.L., C.I.O., C.L.C.)
(hereinafter called the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE:

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

ARTICLE 2 - EMPLOYEES COVERED:

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

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

ARTICLE 3 - RECOGNITION:

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

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

4.01 (a) 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 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.

ARTICLE 5 - NO STRIKE - NO LOCK-OUTS:

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

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

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

ARTICLE 6 - MANAGEMENT RIGHTS:

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

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

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

ARTICLE 7 - REPRESENTATION:

7.01 The Employer will recognize a Grievance Committee composed of not more than four (4) employees selected by the Union to be known as "Stewards", provided that no more than four (4) members of the Grievance Committee, including the Chief Steward, shall be present at any meeting with the Employer. In order to provide proper representation for employees, the Union will appoint a temporary Steward to act in the place of any Steward who is absent from work for a period of more than seven days. The Union will inform the Employer of the name of the appointee.

7.02 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.

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 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.

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 hours as provided above.

7.03 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.

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

7.05 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 months.

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

7.07 The Employer agrees to pay the wages of negotiating committee members for regular scheduled hours not worked because of negotiations with the Company prior to mediation.

ARTICLE 8 - GRIEVANCE PROCEDURE:

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

8.02 Step No. 1

A complaint or grievance must be made in writing within five (5) working days of the occurrence causing same and it shall be taken up with the Department Manager by one member designated by the Union (hereinafter called the "Shop Steward!!). If the complaint or grievance has not been settled within five (5) working days from the date on which it was first brought to the attention of the Department Manager by the Shop Steward, or within such longer period as the Department Manger and the Shop Steward may

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

8.03 Step No. 2

The Business Agent shall deliver to the Vice President of Properties and Facilities, a copy of the written grievance referred to under the heading Step No. 1. A grievance with respect to discharge shall be delivered to the aforesaid officers within five (5) working days of the discharge grieved. Within seven (7) days from receipt of the written grievance by the Vice President of Properties and Facilities, or within such longer period as the Employer and the Union may agree on, a joint committee composed of three (3) representatives from each party shall meet and attempt to settle the grievance. Should the grievance not be settled by the said joint committee within seven days of its first meeting, or within such longer period as the Employer and the Union may agree on, and if it is one which concerns the interpretation, application, administration or alleged violation of this Agreement, then Step No. 3 may be invoked.

8.04 Step No. 3

(i) Subject to Article 20.03, 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.

(ii) The Board **of** Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union and a third person, to act as Chairman, chosen by the other two members **of** the Board of Arbitration.

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

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

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

(v) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

(vi) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

(vii) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of 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 and it may extend such time limits retroactively.

(ix) The Board of Arbitration shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance before the Board.

(x) Proceedings before the Board of Arbitration will be expedited by the parties hereto and the decision of the majority of the Board of Arbitration will be accepted as final and binding upon the parties hereto. If there is no majority decision, the decision of the Chairman shall be the decision of the Board of Arbitration and shall be final and binding upon the parties hereto.

8.05 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the

conferring parties or the Board of Arbitration to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

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

8.07 It is hereby agreed that an employee who has incurred discharge, suspension or other disciplinary action involving a loss of wages, shall be compensated for lost wages in the event of a reversal or other adjustment to such action made in accordance with the provisions of this Article 8, but only to the extent of his success under this Article 8.

8.08 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article and Article 9.01

ARTICLE 9 - GRIEVANCE MEDIATION

9.01 (i) 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.

(ii) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation.

(iii) The Grievance Mediation process is without prejudice to any position either party may take should the matter be referred to Arbitration.

(iv) 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.

(v) The Mediator will be from Independent GSO Mediation Services, or with the agreement of both parties from another mediation service, and must be able to commence the grievance mediation within the time set out in (ii)

unless the parties mutually agree to extend the time periods for such Mediator.

- (vi) 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.
- (vii) If possible, an agreed statement **of** facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (viii) 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.
- (ix) If no settlement is reached within five (5) calendar days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with Article 8.04. 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.
- (x) The Union and the Employer will share the cost, if any, of the Mediator.

ARTICLE 10 - EMPLOYER'S GRIEVANCE:

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

ARTICLE 11 - SENIORITY:

11.01 **An** employee will be on probation until he has completed sixty (60) working **days** of continuous employment within a twelve

(12) month period commencing from the first day he worked. For purposes of this paragraph 10.01, "sixty (60) working days of continuous employment" means that in order to acquire seniority a probationary employee must have worked a total of sixty (60) days during the course of three (3) consecutive months. 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. A revised copy of each Seniority List shall be posted on the appropriate bulletin board and sent to the Union in January and July of each year.

Employees shall be given credit for each day actually worked provided, however, that, in the event that a regularly scheduled day of work is cancelled by the Employer, such day shall be included for the purpose of calculating the completion of the probationary period. In the event that an employee works two shifts at two different race tracks in the same day, the employee shall be credited with two racing days towards his/her seniority.

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

- (a) voluntarily leaves the employ of the Employer
- (b) is discharged and is not reinstated through the grievance or arbitration procedure
- (c) is laid **off** for a period of more than eighteen (18) months
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee
- (e) fails to return to work upon termination of an authorized leave of absence or utilized a leave of absence for purposes other than those for which the leave of absence may be granted
- (f) fails to return to work within seven (7) calendar days after **being** recalled from lay-off by notice sent by registered mail, unless an explanation satisfactory to the Employer is given by the employee

(g) is absent due to an illness or disability, or both, which absence continues more than twenty-four (24) months

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

ARTICLE 12 - JOB POSTING

12.01 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.

12.02 Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) days at appropriate locations, including all bulletin boards, for a minimum period of seven (7) days and a copy of the notice shall be sent to the Union. The notice shall set out the qualifications required by the job, the classification, location, work area and wage rate. All applications are to be made in writing within the posting period.

12.03 Applications from employees on the seniority list shall be considered by the Employer on the basis of skill, ability, competence and efficiency. 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, shall be confirmed within seven (7) days of the closing of the posting.

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

ARTICLE 13 - HOURS OF WORK

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

13.02 The Employer will endeavour to distribute overtime hours on an equitable basis amongst seniority list employees in the classifications and in the work area at the location where the overtime is required.

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

13.04 The Employer will develop the schedules available for each work group. Each employee, in each of the work groups*, may advise the respective Department Manager *of* his/her preferred schedule whenever a change in the available schedules occurs, or if there is no change, between February and July or between August and January, then at the end of the respective period. Subject to operational requirements and the availability of qualified personnel, the Employer will recognize employee preferences, on a seniority basis, in allocating the available schedules.

It is understood that the Employer may, at its discretion, schedule probationary employees and may temporarily re-assign, for no more than one month, a Seniority List employee to schedules, as may be required, for the purposes of training, evaluation, replacing temporary absences, the continuance *of* efficient operations and/or accommodating probationary employee assignments.

Definitions:

*Work Groups: Employees in the same classification, working at the same location and, where applicable, the same work area**.

**Work Area: As defined by the Ontario Jockey Club (i.e. track, grounds, facilities, etc.)

ARTICLE 14 - LEAVE OF ABSENCE:

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

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

ARTICLE 15 - ASSIGNMENT OUTSIDE THE BARGAINING UNIT

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

ARTICLE 16 - DISCHARGE CASES:

16.01 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.

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

(i) absence from employment by any employee save and except for sickness, accident, unavoidable circumstances or with **leave** of the **Employer**

(ii) the fact that the Employer is called upon to discharge an employee by reason of, or arising from, the supervision of the Canada Department of Agriculture 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 29 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.

ARTICLE 17 - ACCESS BY UNION REPRESENTATIVES:

17.01 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 its premises where the employees are working, except all money rooms, for the purpose of communicating with all cleaning employees employed therein and for the purpose of conferring with the Employer, but such access shall be at such times and places and in such manner as not to interfere with the regular duties of the cleaning employees or the operation of the Employer's business. The Employer shall comply with all reasonable requests by the Union for a copy of the payroll for specified pay periods in respect of employees covered by this Agreement.

ARTICLE 18 - LAYOFF AND RECALL:

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

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

(a) accept the layoff or;

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

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

(c) within three (3) days following receipt of such layoff notice, an employee who elects to exercise his rights under paragraph 18.02 (b) hereof shall so notify the Department Manger in writing, on a form provided by the Employer at the time notice is given. Failing this the Employer shall be entitled to proceed as if such employee had decided not to exercise his rights under paragraph 18.02(b).

18.03 Where a job becomes available, in an employee's own classification he shall be recalled from layoff in the order of his seniority. Where a job becomes available in another classification, an employee who has indicated his desire to bump shall be recalled from layoff in the order of his seniority provided the job is in a lower or identical paying classification and he is qualified to perform the duties of the lower or identical paying classification without training other than orientation and to the satisfaction of the Department Manger.

18.04 The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the employer advised at all times of his current address. The employee shall return to work within seven (7) days from the time that he receives notice of recall unless, on reasonably grounds, he is unable to do so.

ARTICLE 19 - TEMPORARY SEASONAL LAYOFF

19.01 In the event of a temporary seasonal layoff at a specific site, employees at the layoff site shall be laid off in the reverse order of seniority within their classification. Written notice **will** be given at least four (4) weeks in advance.

19.02 **An** employee given such temporary seasonal layoff notice will have the following options:

- (a) accept the layoff, or
- (b) displace an employee at the layoff site who is the least senior employee, in a lower or identical paying classification at the layoff site provided the employee wishing to bump is qualified to perform the duties of the lower or identical paying classification without training other than orientation and to the satisfaction of the Department Manager; or,
- (c) displace an employee at one of **the** other sites who has lesser seniority and is the least senior employee in a lower or identical paying classification at any site provided the employee wishing to bump is qualified to perform the duties **of** the lower or identical paying classification without training other than orientation and to the satisfaction of the Department Manager.

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

19.03 Should the employee elect to bump, pursuant **to** 19.02 (b) or (c) above, he must notify the Department Manager within three (3) days of the layoff notification that he wishes to bump and which site(s) he wishes to work and which classification(s) he wants to work. Should a position within the classification and at the site that the employee has expressed interest in, and that he is eligible for in accordance with 19.02 (b) and (c) above, not be available, the employee will **be** laid off.

19.04 Where **a** job becomes available at the layoff site in an employee's own classification, an employee who has been displaced or laid off shall be recalled from layoff or from his displaced position in the order of his seniority. Where a job becomes

available in another classification and/or at another site an employee, who is laid off and has expressed interest in and is eligible for that job in accordance with 19.02 (b) and (c) above, shall be recalled from layoff in the order of his seniority.

19.05 The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within seven (7) days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.

19.06 Seniority will continue to accumulate during temporary seasonal layoff.

19.07 If at the end of the temporary seasonable layoff the employee has not been recalled, he will then be offered the options under 18.02 (a) and (b).

ARTICLE 20 - INSURANCE AND MEDICAL:

20.01 The Employer agrees to make, on behalf of eligible employees on the Seniority List.

- (a) All premium payments for a weekly indemnity plan that will provide for coverage of two-thirds (2/3) of their normal weekly wages up to the Employment Insurance weekly maximum for twenty-six consecutive weeks subject to the terms and conditions of the plan.

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

- (b) All premium payments for a basic health care plan that will provide for a deductible of \$10.00 single coverage and \$20.00 family coverage.
- (c) All premium payments to provide a routine dental care plan based on the 1999 O.D.A. fee schedule, with co-insurance being paid at 80%, deductibles of \$25.00 single and \$50.00 family coverage per year and maximum benefit per person per year of \$1,000.00 (deductibles and maximum benefit based on the policy year).

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

- (d) **All** premium payments for term life insurance and accidental death and dismemberment (AD & D) with a principal sum of \$20,000 for each employee.
- (e) **All** premium payments for a vision care plan providing maximum benefits of \$125 every two years per person covered.
- (f) Effective the first of the month following date of 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.

20.02 In the event amendments are made to the various plans, current benefit levels will not be reduced. The Employer will continue to pay its portion of all insured benefits on the following basis.

In the event of layoff - to the end of the month in which the layoff occurred.

In the event of injury at work - for a period of one year following the injury.

In the event of illness **or** non-work related injury - for a period of six months following the illness or injury.

20.03 **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.

20.04 Where an employee's injury or disablement arose from an identifiable incident that occurred out of and in the course of employment, the Employer will top-up the weekly indemnity payments

from the insurer to a maximum of 90% of the employee's normal weekly wages.

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

20.05 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.

20.06 Effective January 1, 1996, the Employer established a flat benefit pension plan with a benefit level of fifty-five dollars and eighty cents (\$55.80) per year of credited pensionable service for any participant retiring on or after that date. Effective June 1, 1997, the benefit level was increased to eight one dollars (**\$81.00**) per year for all credited pensionable service for any participant retiring on or after that date.

Effective the first of the month, three months following date of ratification, members of the flat benefit pension plan described above will have membership in that plan suspended. Each member of the plan, as of that date, will retain his accrued benefit pursuant to that plan up to that date and commence participation in and the accrual of benefits under the Pension Plan for Union Employees of The Ontario Jockey Club in accordance with its terms and conditions. Thereafter, all eligible employees must join the Pension Plan for Union Employees of The Ontario Jockey Club in accordance with its terms and conditions.

The Final Average Earning Benefit formula will be 1.5% of FAE/5 up to the CPP Ceiling plus 2.0% of FAE/5 above the CPP Ceiling **for** each year of Credited Service. It is agreed that employees who are members of the plan will contribute the required amounts to such Plan through payroll deductions.

Definitions:

"FAE/5" - means the employee's average earnings during the five highest paid consecutive years of plan membership.

"CPP Ceiling" - means the **average** CPP earnings limit during the last three years of plan membership.

"Credited Service" - means your period of membership in the Plan.

20.07 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 lay-off for three (3) months following the date of permanent lay-off.

ARTICLE 21 - SICK LEAVE:

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

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

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

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

21.05 Accumulation of sick leave credits cease during personal leave of absences greater than thirty (30) days, layoffs, other than seasonal layoffs greater than 30 days and sick leave of absences greater than 1 year. For clarity purposes sick leave credits continue to accumulate during seasonal layoffs.

Sick leave credits accumulated during periods of absences shall be credited to an employee upon his return to work.

ARTICLE 22 - WAGES:

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

22.02 Notwithstanding the provisions of 18.01 of this Article 18, the Employer and the Union agree that employees called in for work by the Employer and who in fact report for work in response thereto shall, in the event that for any reason no work is available, be paid amounts equal to four **(4)** hours pay.

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

22.04 **An** employee assigned as a Leadhand will receive a Leadhand premium of .75 cents per hour. It **is** understood that the requirements of the duties of Leadhand are to give instructions to the work crew. This assignment is supervisory only in a manner of giving direction of how the work to be performed is done. This assignment does not carry with it any disciplinary authority which remains the jurisdiction of the Employer's supervisors.

ARTICLE 23 - VACATION:

23.01(a) (i) Every employee shall have two (2) weeks vacation pay upon completion of twelve (12) months continuous employment

(ii) Rates of vacation pay for employees appearing on the Seniority List shall be as follows:

with respect to employees having five (5) years or less continuous employment - 4%

with respect to employees having six (6) to eleven (11) years continuous employment - 7%

with respect to employees having eleven (11) years to eighteen (18) continuous employment - 8%

Effective January 1, 1996 with respect to employees having eighteen (18) years or more continuous employment - 10% of the employee's total earnings from employment in the cleaning service department of the Employer during the twelve (12) month period ending with the pay week nearest to June 30th in each calendar year.

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

It is understood that such vacation pay shall be in lieu of any vacation pay benefits provided for in **The** Employment Standards Act (and any amendments thereto) and the regulations made thereunder.

- (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 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.
- (c) When requested by an employee in writing, the Employer may grant a request for vacation period.
- (d) 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 paragraph (a) of this Article 19 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.

23.02 (a) Effective January 1, 2001 every employee shall receive vacation pay as follows:

- employees employed less than one (1) year will have their vacation prorated.
- upon completion of twelve (12) months employment, two (2) weeks of basic pay;

- upon completion of six (6) years continuous employment while on the Seniority List, three and one half (3.5) weeks basic pay;
- upon completion of eleven (11) years continuous employment while on the Seniority List, four (4) weeks of basic pay;
- upon completion of eighteen (18) years continuous employment while on the Seniority List, five (5) weeks of basis pay.

(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.

23.03 (a) **An** employee is entitled to an equivalent number of weeks vacation time in accordance with this vacation pay entitlement outlined in Article 23.02 (a) and (b).

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

(c) Notwithstanding Article 23.05, an employee who elects to utilize less than his full annual vacation time entitlement will be paid the difference between his annual vacation time entitlement and the number of weeks of vacation time he elects to use and/or has used by April 15th, of that year.

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

23.05 The Employer agrees that vacation pay will be paid by separate cheque less any union dues and will be given to an employee one week in advance of his vacation provided he requests this in writing of his Department Manager at least three (3) weeks in advance of his vacation.

23.06 Should a paid holiday listed in Article 24.02 (a) fall during the vacation period of any employee, such employee shall have his vacation period extended **by** one (1) day and he shall receive one (1) day additional day's pay at his regular hourly base rate shown on Schedule "A".

ARTICLE 24 - STATUTORY HOLIDAYS:

24.01 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 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.

24.02 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.
- (b) Subject to clause (c) and except as otherwise provided in this Article, each employee shall have a holiday on a day that is a holiday and shall be paid his regular daily wage rate for such holiday.
- (c) Clause (b) does not apply to an employee who
 - (i) is employed for less than three months
 - (ii) has not earned wages on at least twelve days during the four 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) is employed under an arrangement whereby he may elect to work or not when **requested** so to do, or (v) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work.

- (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.

24.03 Any dispute as to an employee's entitlement to pay under The Employment Standards Act and thus under this Article shall be determined by the Director appointed for the purposes of The Employment Standards Act in the manner provided by the said Act.

24.04 In the event one of the holidays listed in Article 20.02 falls during a given week and an employee is scheduled off work on the day concerned to enjoy the holiday, he shall be deemed for purposes of completing overtime under Article 11.01(i) only, to have worked eight (8) hours on such day.

24.05 Effective date of ratification, 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 25 - SUPERVISORS PERFORMING BARGAINING UNIT WORK:

25.01 At no time shall supervisors or other employees outside the bargaining unit perform bargaining unit work which would result in the layoff of a bargaining unit employee or the reduction of the bargaining units employees normal scheduled hours of work or benefits.

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

ARTICLE 26 - NOTICES:

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

ARTICLE 27 - RULES AND REGULATIONS:

27.01 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 to comment thereon.

ARTICLE 28 - BEREAVEMENT PAY:

28.01 Whenever there is a death of a member of the immediate family of an employee (other than an employee who works for the Employer less than three 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) days immediately following the date of such death. The term "immediate family" shall, in this clause, mean the mother, father, brother, sister, spouse, same sex partner, children, grandparents, grandchildren, mother-in-law and father-in-law of such employee. Provided further, where there is a death of the brother-in-law or the sister-in-law of the said employee, then such employee will, upon the foregoing terms and conditions, receive leave of absence with pay for one (1) day.

ARTICLE 29 - UNIFORMS:

29.01 The Employer will supply each employee with a uniform which consists of four (4) shirts and three (3) pairs of pants.

- (a) Depending on the requirements of the job, uniforms may also include coveralls, sweaters, jackets, winter coats, winter boots, raingear and hats.

- (b) Items issued as part of the uniform will be replaced at the discretion of the Employer.

29.02 The Employer will contribute \$45.00 per year towards the cost of safety boots for each employee. This contribution will be paid within ten (10) days of provision of proof of purchase. Effective date of ratification the contribution will be increased to \$65.00.

ARTICLE 30 - JURY DUTY AND COURT APPEARANCES:

30.01 **Any** employee on the Seniority List who is summoned for a Jury Sitting will be paid the difference between Jury Duty remuneration and his regular daily rate of pay for the days he is required to be in attendance for the Jury 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.

30.02 **Any** employee on the Seniority List who is summoned to Court as a witness on a matter arising directly from the affairs of the Employer or who is requested by the Employer to be present at Court proceedings in which the Employer is interested, shall receive his regular daily rate of pay (less any witness fees or conduct monies he may receive) for such working days as his attendance is required, together with a travelling allowance of 19 cents per mile return.

ARTICLE 31 - PARKING:

31.01 The Employer agrees to provide parking facilities for persons employed at Greenwood, Woodbine and Mohawk RaceTracks.

ARTICLE 32 - GOVERNMENTAL REGULATIONS:

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

ARTICLE 33 - HEALTH AND SAFETY:

33.01 The Employer agrees to make reasonable and proper provisions for the maintenance of high standard of health and safety in the work place. The Employer and Union shall comply with the applicable federal, provincial and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act.

ARTICLE 34 - PATERNITY LEAVE:

33.01 Leave of two (2) days without pay and benefits to be granted to male employees on the occasion of the birth of his child.

ARTICLE 35 - PREGNANCY LEAVE:

35.01 Pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario.

ARTICLE 36 - CITIZENSHIP:

36.01 Employees shall be given one (1) day off without pay when attending Citizenship Court in order to obtain their Canadian citizenship.

ARTICLE 37 - LUNCH OR MEAL PERIODS:

37.01 Lunch or meal periods will be uninterrupted except in case of emergency and will be of thirty (30) minutes duration. Facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

ARTICLE 38 - RELIEF PERIODS:

38.01 Employees will be allowed fifteen (15) minutes relief at a time or times specified by the Employer in each four (4) hour shift or period without reduction in pay and without increasing the regular working hours.

ARTICLE 39 - PAY DAY:

39.01(a) The Employer agrees that wages will be paid weekly no later than Friday, during working hours or at the end of the shift.

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

39.02 Upon termination, **the** employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he was terminated.

ARTICLE 40 - RETIREMENT:

40.01 Normal retirement age for an employee will be age sixty-five (65).

An employee approaching the age sixty-five (65) shall receive notification regarding **this** Policy. The employee may, if he so desires, continue working until the end of the month following the month of his sixty-fifth (65th) birthday.

ARTICLE 41 - UNION REPRESENTATIVES:

41.01 It is understood and agreed that the Union, whenever requested to do so by the Employer, **will** supply the Employer with **a** list of names of the employees whom the Union designates and considers for purposes of this Agreement, as the Officers of the Union, the Steward or Stewards of the Union and the Union Representatives. The parties agree to share the cost of printing this agreement in booklet form.

ARTICLE 42 - LABOUR/MANAGEMENT

42.01 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 issues 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 43 - TERMINATION:

43.01 This Agreement shall **be** in force until the 31st day of December, 2003 and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days before the date of termination of any such year, either party shall furnish the other with notice **of** termination of or proposed revision to this Agreement.

ARTICLE 44 - PARTIES BOUND:

44.01 The provisions of this Agreement, and the rights 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 and any successors, transferees or assigns of the Employer.

IN WITNESS WHEREOF the parties 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 written below.

Signed this 16th day of October 2000.

ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204

D. Carey

Luis Madrau

John M. Sheng

C. Pedint

John M. Lombardi

Stefano Vecchiolo

Maria Figueroa

Marcelino

JC:WS

SCHEDULE "A"

WAGES RATES - Hourly

CLASSIFICATION	Effective Date of Ratification	Effective January 01, 2001	Effective January 01, 2002	Effective January 01, 2003
Cleaning Service Operator - Light	12.25	12.50	12.75	13.10
Cleaning Service Operator - Heavy	12.25	12.50	12.75	13.10

Notes:

1. Probationary Employees

Probationary employees are to receive fifty (50) cents less than Seniority List employees.

2. Employees Rehired

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

3. Retroactivity

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

\$0.25 per hour for all hours paid during the period of January 1, 2000 to the date the new rates effective date of ratification are implemented.

LETTER OF UNDERSTANDING

For the lifetime of the Collective Agreement The Ontario Jockey Club will not contract out work normally performed by members of the bargaining unit if as a result of such contracting out, a bargaining unit employee is laid off or there is a reduction of such a bargaining unit employee's normal scheduled hours of work.

ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204

D. Carey

A. Gustafson

John Mahong

J.K.

C. Pedraza

J. M. ...

Y. ...

Maria Figueroa

...

J. ...

LETTER OF UNDERSTANDING

RE: Alternate Shift Scheduling

During the term of the Collective Agreement, the parties may consider introducing alternate scheduling arrangements, such as extended shifts, for work groups* where the employees in that work group are interested in such alternate arrangements and the alternate arrangements meet the Ontario Jockey Club's operational requirements at no additional cost the Ontario Jockey Club.

The proposed alternate scheduling arrangements and the changes required to the Collective Agreement will be discussed in a Labour/Management meeting.

The alternate scheduling arrangements will only be implemented if there is:

1. unanimous agreement among the members of the respective work group; and,
2. agreement between the Union and the Ontario Jockey Club on the amendments to be made to the collective agreement which are to be applicable to the respective work group only; and
3. the Ontario Jockey Club agrees to implement the alternate scheduling arrangements.

Definitions:

*Work groups: Employees in the same classification, working at the same location and, where applicable, the same work area**.

**Work area: As defined by the Ontario Jockey Club (i.e. track, grounds, facilities, etc.)

ONTARIO JOCKEY CLUB

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204

Olney

Augusto Badian

John Mahong

~~John Mahong~~

C. Pedini

~~John Mahong~~

Stela Leopoldino

Marca Figueroa

~~John Mahong~~

Marcelino