

## SECTION 1 – PURPOSE

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and its' employees and to provide a method of settling any differences or grievances that may arise with respect to matters covered by this Agreement. The parties recognize the success of the contract with Windsor Casino Limited depends upon the parties ability to provide quality service and to that end the Employer and the Union will work in partnership to ensure that the level of service meets the standards set out by Windsor Casino Limited.

## SECTION 2 – RECOGNITION OF THE UNION

- 2.1 The Employer acknowledges and recognizes Local 616 of the A.T.U. as the sole and exclusive bargaining agent affecting all matters pertaining to all employees covered by the agreement.
- 2.2 Casual employees shall mean any employee who is regularly scheduled to work for not more than 24 hours per week.
- 2.3 (i) Incumbents of new positions created by the Employer, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of law. (Canada Labour Code)
- (ii) In order that the general public shall be aware of the benefits of a unionized public service, the A.T.U. union label shall be displayed as prominently as possible throughout the service.
- 2.4 Casual employees will accumulate seniority on the basis of hours worked. The Employer shall maintain a seniority list for each classification and shall update one week prior to each scheduled sign-up. These seniority lists shall be posted on appropriate bulletin boards and a copy given to the union. **In situations where seniority is a determining factor for job postings the seniority will be as of the last pay prior to the posting, and will be supplied to the union at that time.**
- 2.5 **UNION INFORMATION FOR NEW EMPLOYEES**  
The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off. A new employee shall be advised of the names of his Union Executive. The Employer agrees that the designated union Executive shall be given the opportunity to interview new employee(s) within regular working hours for one hour for the purpose of acquainting the new employee(s) with the benefits and duties of Union membership and the employee(s)' responsibilities and obligations to the

**Employer and the Union. The steward will provide the new employee(s) with a copy of the collective agreement.**

## **2.6 UNION COMMITTEE AND OFFICERS SPECIAL DAYS OFF**

- (i) Any day absent from work on Union business or to attend the regular monthly meeting of Local 616 shall be considered as designated work day for all benefits except wages for the day in question, provided such day is a designated work day for the individual involved, and provided further, that such days shall be limited to one per month and total of twelve (12) to attend monthly meetings held monthly each year during the life of this Agreement.**
- (ii) At no time will the Employer bill the Union for any time off at overtime rates.**
- (iii) Upon taking office, Local Union Officers shall be credited with top departmental seniority for the purposes of layoff and recall. Such credited seniority shall terminate when an official ceases to hold office.**
- (iv) The Employer agrees to cover all benefits including wages for 100 hours per year to conduct union business, at the casino wage. Book-off for these purposes will be at the discretion of the Union President or his designate and reasonable notice will be given to the Employer.**

## **SECTION 3 – MANAGERIAL RIGHTS**

- 3.1 The Union acknowledges and recognizes the right of the Employer to hire, promote, determine qualifications, demote, transfer, assign work, suspend or otherwise discipline and discharge any employee, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.**
- 3.2 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by the employees provided that no such rule or regulation is inconsistent with the terms of this agreement.**
- 3.3 Discipline shall be justly applied in all cases.**
- 3.4 A written disciplinary action imposed upon an employee shall be purged from the employee's personnel file and invalid for the purposes of further disciplinary action **twenty-four (24) months** after imposition.**

## **SECTION 4 – COMPANY DEALINGS WITH EMPLOYEES**

- 4.1 The employer, through its proper officers, will deal with its' employees through accredited representatives appointed by the Union in respect to all differences which may arise between the parties by reason of and during the term of the agreement.
- 4.2 The Employer shall immediately notify the Union in writing whenever an employee is dismissed or suspended or otherwise penalized. "immediately" is defined as" by the next regular work day excluding Saturday, Sunday and Holidays, unless mutually agreed. If an incident is so serious that it warrants an immediate suspension, the employee is to be suspended with pay, pending the outcome of a meeting. The meeting regarding the suspension is to be held within three (3) calendar days of the occurrence, unless otherwise mutually agreed upon. In all cases, the employee is entitled to Union representation. After discussing the event with the employee, in the presence of the Union, it may be determined that a suspension is not warranted, that other disciplinary measures are more appropriate, or that no discipline is warranted. By following the stated procedures, the employee has not been unjustly punished before he has the opportunity to present his case. However, if after the meeting, management deems that a suspension is warranted, then the date of suspension shall fall subject to Section 5 and 6 of this agreement.
- 4.3 The Employer agrees that it will not discriminate against employees in respect to their training, upgrading, promotions, transfer, layoff, discharge or otherwise because of race, ancestry, creed, colour, nationality, origin, age, gender, sexual orientation, religion, marital status, disability or because of membership, activity in the union, or the carrying on of any union activities. All terms used in this section are as defined by the Canada Human Rights Code.
- 4.4 The Employer agrees that there will be no contracting out during the period of this agreement.
- 4.5 Technological Change – Any introduction of change to the work or business by the Employer, which changes the manner in which the employee carries out his work, will be accompanied by the appropriate training to allow the employee to perform the duties. Such changes may result from the contract with Windsor Casino Limited (i.e. Natural gas vehicle). It is agreed that changes of this nature do not constitute a change in classification or compensation.

The Employer must consult with the union 120 days prior to the application of any major technological changes.

## **SECTION 5 – GRIEVANCE PROCEDURE**

### **Charges Against Employees**

Any employee against who charges may be received shall be required to report to his immediate non-union supervisor but not on his designated days off unless agreed upon by the employee. It is understood and agreed that any employee

working the midnight shift who agrees to report on his day off, or is required to report prior to their normal start time, or after their normal completion time shall be paid a minimum of two (2) hours pay at the regular rate. It is further understood and agreed that this minimum pay shall not apply if the employee required to attend does so less than 20 minutes prior to commencement or within 20 minutes of the completion of his normal shift or hours of work. Any meetings taking longer than 20 minutes after the end of the shift will be paid for the duration of the meeting only. His case shall be considered and dealt with according to the rules and regulations of the Employer and according to the provisions of the collective agreement. An employee's complaint shall not be received as a grievance until his immediate non-union supervisor has had an opportunity to adjust the complaint. Such employee may bring with him a member of the appointed or designated union representative.

- 5.1 No grievance shall be considered or be subject to the Grievance Procedure unless:
- a) it is presented in writing on a Standard Grievance Form properly indicating:
    - date of presentation;
    - nature of grievance;
    - remedy sought;
    - clauses if the Agreement allegedly violated or the alleged occurrence said to have caused the grievance;
  - b) it is presented in writing within ten (10) calendar days after the occurrence of the incident upon which the grievance is founded to the Director of Administration or his designate.
  - c) it is signed by the grievor and/or the union representative.
  - d) Grievance forms shall be available to the Union and supplied by the Employer.
- 5.2 **Step One** A designated management person, but not the person initiating the charge against the grievor shall hear, discuss and consider the grievance in the presence of the grievor who shall be represented by his union representative. Failing immediate settlement, after investigation, a decision shall be given in writing to the grievor and the Union within five (5) calendar days of the hearing.
- 5.3 **Step Two** If the decision at Step One is not considered satisfactory to the grievor, or to the Union, an appeal in writing within ten (10) calendar days may be filed with the General Manager or his designate who agrees to hear, discuss and consider the grievance in the presence of the grievor and members of the appointed or designated Union Committee. Failing immediate settlement, after investigation and hearing pertinent witnesses, if any, a decision shall be given in writing to the grievor and the Union within ten (10) calendar days after receipt thereof. The failure to communicate the Management decision to the Union within the aforementioned time period will automatically result in the grievance being upheld.
- 5.4 Conditions
- a) It is expressly understood that the time limits noted may be extended by mutual agreement in writing or verbally between the grievor and/or the Union and

- appropriate management personnel. When no such agreement has been made or when an agreed upon extension has expired;
- i) the grievor and/or union may proceed to the next step of the procedure if the designated management official exceeds the time allowed:
  - ii) the Employer may consider the grievance abandoned if the grievor and/or union exceeds the time limit in which to act.
  - b) Any grievance upheld solely on the basis of running past time limits shall not be considered as setting a precedent with respect to the contents of the grievance.
  - c) The decision of the Employer shall be final, subject however to the provisions of the arbitration clause in the agreement.
  - d) Employer personnel hearing the grievance shall not consider a grievance at more than one step.
  - e) If upon investigation it is proven to the Employer that there was not sufficient cause for the employee's suspension or dismissal, he shall be reinstated in his former position and paid for all lost time at scheduled rates unless otherwise agreed upon by Union and Management.
  - f) The Union reserves the right to waive the normal grievance procedures and commence proceeding at Step Two in **any grievance**.

## **SECTION 6 – ARBITRATION**

Where the difference arises between the parties relating to the interpretation, application or administration of this Agreement the parties may apply for arbitration. There will be a single arbitrator appointed and agreed to by the parties.

## **SECTION 7 – PROBATIONARY EMPLOYEES/NEW EMPLOYEES**

- 7.1 All employees to whom the provisions of this agreement apply shall be on probation for the first twelve (12) months of their active employment. Twelve (12) months for casual employees shall be calculated based on 1200 hours equals twelve (12) months.
- 7.2 All employees shall become members of the Union immediately on date of hire. The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and check-off. A new employee shall be advised of the names of his union executive. The Employer agrees to give the Union an opportunity to meet with new employees to orient them with the union and to interview each new employee, during the training period, within regular working hours for one hour sometime during the first ten (10) days of employment for the purpose of acquainting the new employee with the benefits and duties of the union membership and the employee's responsibilities and obligations to the Employer and the Union. The union representative will provide each new employee with a copy of the collective agreement.

- 7.3 All employees within the scope of this agreement will be issued new articles of clothing subject to Section 12. Any employee leaving the employ of the Employer must return any article of clothing bearing the crest of Windsor Casino Limited. The articles will be returned to the supervisor along with all other Transit Windsor property when they pick up their final pay, which will be by cheque.
- 7.4 During the period of probation the employee will be assessed on the basis of his conduct; customer service skills; driving ability; working in a safe manner; attendance and punctuality. If at any time during this period it can be satisfactorily shown that the employee is unsuitable for employment, his employment shall be terminated by the Employer. Such termination shall be subject to the grievance and arbitration sections of this agreement.

## **SECTION 8 – UNION**

- 8.1 All employees who are members of the Union shall, as a condition precedent to continued employment with the Employer, be and remain members in good standing. Provided, however, that no employee shall be dismissed through violation of this clause without the approval of the Employer.
- 8.2 In the event that any employee is for any reason suspended from the union, the facts and circumstances leading to his suspension shall be immediately submitted to the General Manager or his designate, who shall investigate the same, and if said person agrees that such suspension from the Union is justified, the Employer shall honour the decision of the Union.

8.3 **CHECK OFF**

The Employer agrees to check-off all dues, fines, special assessments and initiation fees levied by the Union on its members, and will deduct from the wages all such dues, assessments, fines and initiation fees, and remit same to the **Financial Secretary – Treasurer of the A.T.U. Local 616.**

The **Financial Secretary-Treasurer of the A.T.U.** Local 616 agrees to furnish the Employer with a list of those persons from whom dues, special assessments, fines and initiation fees are to be collected.

This list is to be provided seven (7) calendar days prior to completion of payroll by the Administration Department.

The Employer agrees to furnish the **Financial Secretary–Treasurer of A.T.U.** Local 616 with a list of those persons from whom dues, special assessments, fine and initiation fees have been collected and **the reasons why any dues, fines, special assessments and initiation fees have not been collected. Lists should be provided two (2) days prior to the scheduled payday.**

## **SECTION 9 – CONDUCT AND COMMUNICATIONS**

- 9.1 Employees shall conduct themselves in a respectable manner, be courteous to the passengers and employ the skills learned at the Super Host training or any other ambassador or customer service training as provided by the Employer; such training to be provided at the Employer's expense. All rules and regulations of the Employer must be complied with and employees **shall follow all orders of the supervisors.**
- 9.2 A bulletin board will be provided in a location that is satisfactory to the union for the posting of notices of union activities. There will be an employee bulletin board for the posting of bulletins, notices, orders and special instructions such that all employees will comply with the applicable instructions, notices, orders and regulations. No employee shall post any notice, document or printed material that is in contravention of the Canada Human Rights Act or is determined, by the Employer, to be offensive.
- 9.3 **NO STRIKES OR LOCKOUTS – There will be no strikes or lockouts as long as this agreement continues to operate.**

## **SECTION 10 – VACATIONS**

Employees with less than one (1) year seniority on December 1<sup>st</sup> of each year shall receive vacation pay of four (4) percent of their gross earnings.

Employees with more than one (1) year seniority on December 1<sup>st</sup> of each year shall receive two (2) weeks vacation with pay, calculated at two (2) weeks at regular rate of pay.

Employees having completed four (4) calendar years of service shall receive three (3) weeks vacation with pay, in the following year, calculated at three (3) weeks at regular rate of pay.

Employees having completed eight (8) calendar years of service shall receive four (4) weeks vacation with pay, in the following year, calculated at four (4) weeks at regular rate of pay.

Employees must submit their requests for vacation prior to November 1<sup>st</sup> of each year. The vacation schedule will be posted by December 1<sup>st</sup> of each year. The Employer will accommodate employees with respect to vacation requests, according to seniority, and subject to maintaining adequate staffing levels.

The foregoing applies to full-time employees only. Casual employees will receive vacation pay in accordance with the Canada Labour Code.

**Operators will be allowed to break up one week of their vacation entitlement in units of not less than one day. These days will be considered as floaters for booking purposes only.**

## **SECTION 11 – HOLIDAYS**

11.1 Each full-time employee subject to this agreement who works on New Year's Day, Good Friday, Canada Day, Labour Day, Thanksgiving Day, Boxing Day, Victoria Day, and Civic Holiday **and Easter Sunday**, shall receive pay at time and one-half at his basic rate for all hours or portion of hours worked on any of the said days plus eight (8) hours pay at his basic rate. Christmas Day will be paid at two (2) times the regular rate of pay. Any employee who requests to be relieved on a holiday, that falls on their regular day to work, will be allowed to do so provided the shift can be filled by available employees according to seniority.

Casual employees will receive holiday pay in accordance with the Canada Labour Code.

11.2 Each full-time employee subject to this agreement who does not work and has not been required to work due to the holidays identified in 11.1 will be paid eight (8) hours at his regular basic rate **or a day in lieu thereof.**

**If the employee's selected day is inconvenient to the Company they shall select another day. If this day is not acceptable to the employee the Company shall reimburse the employee one day's pay in lieu thereof.**

11.3 Employees who are absent due to sickness or leave of absence will not be eligible to receive pay for such holiday, and provided, however, to be eligible for such holiday pay the employee must establish entitlement to wages on at least fifteen (15) days during the thirty calendar days immediately preceding a general holiday.

11.4 Provided, however, that when an employee is on vacation and a holiday with pay occurs during his vacation period, such employee will be entitled to one (1) more day's vacation or a day's pay in lieu thereof.

**If the employee's selected day is inconvenient to the Company they shall select another day. If this day is not acceptable to the employee the Company shall reimburse the employee one day's pay in lieu thereof.**

11.5 Each full time employee subject to this agreement, and any probationary employee having completed six (6) months of continuous service, will be allowed **five (5)** days during the calendar year as Floating Holidays, and will be paid at their regular rate of pay. Employees that have earned Floating Holidays will be granted, upon request of the employee, payment for earned Floating Holidays in place of time off. Floating Holidays will be taken in the year in which they are earned. These floating Holidays



are to be taken at a time selected by the employee, PROVIDED, HOWEVER, at least fourteen (14) days notice is given, and time selected is approved in writing by the appropriate management person.

PROVIDED, HOWEVER, if or when the Federal Government declares an additional Statutory Holiday, none of the **five (5)** Floating Holidays will be utilized for that purpose.

**A minimum of one (1) driver per shift will be eligible to be scheduled off per day, based on availability of drivers the Employer will endeavour to schedule additional requests.**

## **SECTION 12 – UNIFORMS**

The Employer shall supply without charge to each employee three (3) pairs of slacks or shorts and five (5) shirts (long sleeve or short sleeve) and cardigan each year of the collective agreement.

The supply of uniform clothing shall require the employee to whom it is issued to adhere to the Transit Windsor dress code while on duty which promotes a professional image of Transit Windsor and Windsor Casino Limited.

Every full-time employee will be issued one (1) winter coat and one (1) spring jacket. These will be issued at the start of this collective agreement. Casual employees will get the coat and jacket upon completion of their probationary period.

**Substitutions of the above items will be allowed to the total value of the uniform identified above.**

Any casual employee having completed their probationary period as of the signing of this agreement will be issued the same.

## **SECTION 13 – GENERAL CONDITIONS**

### **13.1 Health & Safety**

In accordance with the regulations contained in Part II of the Canada Labour Code, the Employer agrees to adopt and implement practices and reasonable methods to protect the employees' health and to ensure safety at work.

The employer and the union agree as follows:

- (a) To have a Casino Workforce representative on the Joint Health & Safety committee.
- (b) To provide safe working conditions, within the employer's control, proper and adequate tools, equipment and protective devices.

(c) To keep employees at all times familiar with safe working practices

13.2 This agreement is in effect from December 1, **2007** to November 30, **2010**.

13.3 The parties hereto agree that whenever the singular term or masculine gender is used throughout this agreement they shall be deemed to include the plural or feminine gender where the context, or the parties hereto so require.

13.4 This agreement is subject to all applicable laws, acts and regulations made under the Government of Canada, the Province of Ontario and the U.S. Department of Transportation, Drug and Alcohol.

13.5 Harassment Policy

No individual should be exposed to harassment at work, based upon that person's race, ancestry, origin, colour, citizenship, creed, gender, disability, age, sexual orientation, religion, marital status, political affiliation or conviction for which a pardon has been granted. Harassment is a course of conduct or comment that offends a person on any of the grounds stated above, where such behaviour is known or ought reasonably be known to be offensive and unwelcome. **All terms used in this section are as defined by the Canada Human Rights Code.**

Sexual harassment is a particularly objectionable type of discriminating conduct or comment, which cannot be tolerated. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender-based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he has been subjected to harassment as defined above to immediately report such concerns to a designated union or management representative. All allegations will be fully investigated **by the designated union/management committee**, in a confidential manner. **Any unresolvable complaint will be referred to an agreed upon contracted outside source.** The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation, is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment. This policy along with the names of the designated representatives will be posted on all employee bulletin boards.

## **SECTION 14 – SENIORITY**

14.1 For purposes of this agreement seniority for full-time shall be considered as date of hire. Seniority for casual employees will be calculated based on hours worked.

- 14.2 There will be a seniority list for full-time and casual employees. These lists shall be maintained and **updated one week prior to the sign-up dates.**
- 14.3 Employees laid off by the Employer will be laid-off in inverse order of seniority with proper notification to the Union President.
- 14.4 Seniority rights will be terminated:
- a) If an employee quits;
  - b) If an employee is discharged and such discharge is not reversed through the grievance/arbitration procedure;
  - c) If an employee fails to return to work within three (3) consecutive scheduled working days after receipt of notice of recall issued by the Employer and sent registered mail to the last known address of the employee shown in the Employer's records;
  - d) If an employee fails to report to work upon expiration of any leave of absence, unless a reason satisfactory to the Employer is given;
  - e) If an employee is absent for three (3) consecutive scheduled working days without notifying the Employer.
- 14.5 Any regular piece of work that becomes open due to a permanent departure, or where an employee will be absent with a definite return to work date that is in excess of 14 days prior to the completion of a sign up will be dealt with as follows:
- i) a mini sign up will be held affecting only those operators below the absent operator's seniority slot.
  - ii) the remaining piece of work will be filled by a casual employee in order of seniority (payable at full wages)
  - iii) in the event of a return to work by the absent employee earlier than the original date of return, the returning employee will be scheduled as full time in the casual slot with the closest shift selection to their previous piece of work until their regular return to work date.

## **SECTION 15 – LAYOFF & RECALL**

- 15.1 In the event of layoff or elimination of any union job in either classification, the person so affected may exercise seniority in the following manner:
- a) All probationary employees shall be laid off first in reverse order of seniority.
  - b) Full time employees shall be laid off second in reverse order of seniority.
  - c) Casual employees shall be laid off third in reverse order of seniority;

Full time employees laid off bumping into casual employment will be entitled to maintain existing benefits provided they are available for work on a regular and ongoing basis. Any employee refusing recall to their laid off full time position will no longer be eligible for benefits. Applicable pension rules will apply.

- 15.2 Employees who have been laid off due to lack of work shall be entitled to recall when the Employer again adds to the number of employees therein. Laid-off employees so restored are not to be considered probationary employees.
- 15.3 Upon taking office, Local Union Officers shall be credited with top departmental seniority for the purposes of layoff and recall. Such credited seniority shall terminate when an official ceases to hold office.
- 15.4 Any full time employee who is involuntarily displaced to a casual position will maintain his benefits and full time hourly rate regardless of the number of hours worked.

## **SECTION 16 – CASUAL EMPLOYEES**

- 16.1 Casual employees will be notified, in order of seniority, whenever full-time work becomes available. Including emergencies, such casual employees, will be eligible to work more than twenty-four (24) hours per week.
- 16.2 Casual employees filling a temporary full time vacancy will be paid the full time rate during the period of the vacancy.

A temporary full time vacancy is defined as **a period of three (3) days** and is identified at the onset of the vacancy. Vacancies greater than 14 days fall under Section 14.5 of this agreement.

- 16.3 A Casual employee filling temporarily a full-time position will be considered full-time as it relates to book out.
- 16.4 Any full time employee choosing to become casual will be placed at the bottom of the casual list without terminating their employment. No probation period will be required.**

## **SECTION 17 – FRINGE BENEFITS**

- 17.1 The Employer agrees to pay the premium costs for the following benefits for full time employees. Part time employees may purchase the benefits by paying the percentage of premiums based on hours worked.

Benefits: Extended Health care, effective December 1, 2001:  
Drug Plan –Employees and dependents to pay \$2.00 per prescription for eligible drugs as per existing plan.

Extended Health Services – including semi private coverage, ambulance, paramedical services, private duty nursing, prosthetic appliance, medical aids and supplies, out of country coverage.

Vision Care – effective December 1, **2007** all full time employees will be entitled to **\$200** per family member every two years.

Dental Plan

Effective December 1, **2007** employees will be eligible for dental coverage. **The coverage will match the main bargaining unit coverage, including orthodontics, with the exception of the rates, which will be O.D.A. minus two suggested fee guide for general practioners.**

**Insurance – Group Life insurance - \$25,000 basic, \$25,000 A.D. & D.**

**Sick & Accident Benefit** – waiting 0 to 3 days for accident or emergency hospitalization. Three (3) days for sickness. Benefit amount is 75% of earnings to a ceiling of **\$510** per week. Benefit period 0 to 36 weeks.

- 17.2** It is agreed that all employees covered by this Agreement shall terminate their employment with the Employer on the first (1<sup>st</sup>) day of the month following their sixty-fifth (65<sup>th</sup>) birthday, **or as per the Canada Labour Code**, or at the employee's option at any time prior to age sixty-five (65) with the benefits accrued as per the pension plan. Early retirement will be subject to three (3) months minimum notice to the Employer, if possible.
1. Effective January 1, 2000 enrolment in the Ontario Municipal Employees Retirement System Pension Plan, as authorized by By-law 2577 will be accrued for all full time employees and any casual employees that meet the criteria set out by the Ontario Municipal Employees Retirement System Act and Regulations. The contribution by the Employer and the Employees shall be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations thereto, as amended from time to time. The employer contribution shall be set at 100% of the employee contributions.
- 17.3 The parties agree that, except for where statutory provisions of Canada stipulate otherwise, employees in same sex relationships shall be deemed to have the same marital status as employees who are married or in common law relationships for the purposes of benefits in this section.
- 17.4 Transit Windsor will offer an Employee Assistance Program.
- 17.5 Benefits will be effective ninety (90) days from date of hire.
- 17.6 The Union hereby confirms and agrees to waive our rights with respect to the federal statutory holiday, Remembrance Day, **for the Civic Holiday for 2008, 2009, 2010**

and will execute such documentation as may be required to obtain Labour Canada's approval of this agreement pursuant to the Canada Labour Code.

## **SECTION 18 – BOOKING OUT WORK**

18.1 Sign Ups –**Operators** shall select their runs strictly in accordance with seniority in the service. There will be **four (4)** regular sign-ups in each calendar year. **Sign ups will be in January, April, July and October.** These sign-ups may be changed by mutual agreement.

18.2 All call in work or charter work will be booked out, in order of seniority, as follows:

1. Casual staff on day off
2. Full time staff on day off
3. Full time staff working and desiring overtime
4. Casual staff working and desiring overtime

18.3 **i) All work performed after the employees regular schedule shift** shall be deemed as overtime and paid at time and one-half (1 ½) of the basic rate of pay.

ii) Any and all work performed by full-time employees covered under this collective agreement on his designated day or days off shall be paid at time and one-half (1 ½) his basic rate of pay.

iii) **Each employee will be entitled to a twenty (20) minute paid lunch.**

18.4 Any employee reporting for their regular work and is sent home due to lack of equipment or work will be paid a minimum of two (2) hours pay at their regular rate. After working a period of four (4) hours shall receive a full eight (8) hours of pay at their regular rate.

## **SECTION 19 – LEAVES OF ABSENCE**

19.1 Bereavement Leave

In the event of the death of an employee's immediate family, an employee is entitled to and shall be granted five (5) days bereavement leave, with pay on any of the employee's normal working days. "Immediate family" shall mean the husband, wife, son, daughter, mother, father, brother, sister, stepmother, stepfather, stepson, stepdaughter, grandchildren, mother-in-law, father-in-law and any relative permanently residing in the employee's household or with whom the employee resides.

19.2 In the event of the death of an employee's son-in-law, daughter-in-law, an employee is entitled to and shall be granted two (2) days bereavement leave, with pay on any of the employee's normal working days.

- 19.3 In the event of the death of an employee's brother-in-law, sister-in-law, grandmother or grandfather an employee is entitled to and shall be granted one (1) day bereavement leave with pay, on any of the employee's normal working days.
- 19.4 If an employee is absent because of bereavement as provided under Sections 19.1, 19.2 or 19.3 of this section on any of his designated working days, the Company agrees to recognize such day as a day worked for all benefits under this agreement.
- 19.5 In recognition that circumstances, which call for bereavement leave, are based on individual factors the Employer, on request, may grant additional bereavement leave without pay.
- 19.6 Bereavement leave that occurs during an employee's scheduled vacation or while on any period of paid leave, will be extended by the time lost, with pay.**
- 19.7 Maternity Leave  
Every employee who
- a) has completed six (6) consecutive months of continuous employment and
  - b) provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant
- is entitled to and shall be granted a leave of absence as per the Canada Labour Code.**
- 19.8 Parental Leave  
Every employee who has completed six (6) months of continuous employment with the employer is entitled to and shall be granted a leave of absence from employment as follows:
- (a) where an employee has or will have the actual care and custody of a newborn child the employee is entitled to and shall be granted a leave of absence for up to twenty-four (24) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and
  - (b) where an employee commences legal proceedings under law of Ontario to adopt a child or obtains an order for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- 19.9 Personal Leave of Absence  
Employees may apply, through their Union, to the Employer for approval for a leave of absence for personal or educational reasons. The Employer will review the request for approval based on the following criteria:
- (a) Available manpower
  - (b) Time of request

- (c) Number of previously approved leaves
- (d) Employee's work and attendance record

If the Employer approves such leave it is understood that the employee will be responsible for payment of any employer paid premiums for benefits. Pension will be subject to the pension plan rules. Payments for such premiums must be made in the form of post-dated cheques provided to the Employer prior to the start of the leave of absence.

The Employer recognizes the Ministry of Transportation's penalties imposed with respect to driving offenses. As such, an employee with five (5) years or more of service will be granted a leave of absence equal to the penalty received to a maximum of twenty-four (24) months without pay or benefits for loss of their driver's license as a result of off-duty occurrences. Such leave will be granted only one time and a second occurrence will subject the employee to dismissal.

#### 19.10 Jury Duty

- i) Employees who are called to service, as jurors shall **receive pay for their regular shift at straight time after presentation of proof of service.**
- OR
- ii) In criminal or civil courts as a direct result of their employment, employees shall receive **pay for their regular shift at straight time normally worked after presentation of proof of service.**
- iii) Any full-time employee required to attend for (ii) above and does so on their regular day off or vacation day will be reimbursed at eight (8) hours regular pay or a day in lieu.

#### SECTION 20 – EMPLOYEE IDENTIFICATION CARD

All full time employees covered by this agreement will be issued a Transit Windsor employee identification card.

#### SECTION 21 – SEVERENCE PAY

Subject to the seniority provisions of this agreement **all** full time employees who become permanently displaced shall be entitled to severance allowance. The amount of severance allowance to which an employee shall be entitled is as follows:

<b>Under 2 years of employment</b>	<b>- 7 days</b>
<b>3 years</b>	<b>8 days</b>
<b>4 years</b>	<b>10 days</b>
<b>5 years</b>	<b>15 days</b>
<b>over 5 years</b>	<b>3 days wages for each completed year of employment.</b>



## **SECTION 22 – PRINTING AGREEMENT**

The Employer will provide the Union with copies of this agreement in Pocket size form.

## **SECTION 23**

**The Company agrees to adjust all pay errors, in excess of two (2) hours pay at applicable rates within a forty-eight (48) hour period of being advised and confirming same, excluding Saturday, Sunday and Statutory or Designated Holiday.**

## **APPENDIX “A”**

<b>CLASSIFICATION</b>	<b>Dec. 1/07</b>	<b>Dec. 1/08</b>	<b>Dec. 1/09</b>	<b>July 1/10</b>
<b>Casino Shuttle Operator</b>	<b>15.50</b>	<b>16.00</b>	<b>16.50</b>	<b>17.00</b>
<b>Casual Casino Shuttle Operator</b>	<b>12.50</b>	<b>13.00</b>	<b>13.50</b>	<b>14.00</b>

Probationary employees will receive \$.50 per hour less for the first sixty (60) days then full base wage thereafter. Casual employees moving to full time casino shuttle operator positions shall receive full base wage.

## LETTER OF INTENT

By virtue of the signing of this letter of intent, any wording in the main bargaining unit collective agreement, dated October 1, 2005, with respect to Casino employee standing for job postings will be deemed null and void.

FOR THE EMPLOYER

FOR THE UNION

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## LETTER OF INTENT

All employees of the casino workforce employed as of December 1, 2007, will be grandfathered for the purpose of job postings in the main bargaining unit. These employees will be able to apply during the life of the collective agreement on job postings. If they are unsuccessful in passing the driver test they will be allowed to rewrite the test once every 12 months for the life of the agreement. If they are unsuccessful in getting a posting based on other performance issues they may reapply during the life of the agreement.

FOR THE EMPLOYER

FOR THE UNION

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## LETTER OF INTENT

The Employer agrees to form a joint committee of union and management to review the runs of the casino workforce to endeavour to make the pieces of work more uniform with respect to duration.

**FOR THE EMPLOYER**

**FOR THE UNION**

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## LETTER OF INTENT

The pieces of work currently identified as “leader” will now be known as “OSO”. These positions (runs) will remain available for sign up with duties to remain as they currently exist with the exception of the leader responsibilities, (management duties).

**FOR THE EMPLOYER**

**FOR THE UNION**

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