

**Ratified: April 21, 2007**

**FINAL AGREEMENT**

Between:

**Ontario Lottery and Gaming Corporation**

cob

**OLG – BRANTFORD CASINO  
(Hereinafter referred to as the Company)**

- and -

**National Automobile, Aerospace, Transportation  
And General Workers of Canada (CAW-Canada)**



**(Hereinafter referred to as the Union)**

**April 21, 2007 to June 1, 2008**

**Sector 20: General Casino/Slots**

**13705 (01)**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labour relations for the mutual interest of the Employer, the employees and the Union;
- 1.02 The Employer and the Union recognize that gaming is a unique part of the hospitality industry requiring the highest level of service and value to its customers. The Employer and the Union recognize that the success of the Employer and the job security of the employees depends upon the Employer's success in this regard;
- 1.03 The Employer and the Union recognize that the operation of the Casino is regulated by the Alcohol and Gaming Commission of Ontario (hereinafter referred to as the "A.G.C.O."), and maintaining the integrity and security of the industry is of paramount importance;
- 1.04 This Agreement sets forth the entire Agreement on pay, hours of work and other terms and conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations or practices made arising prior to the first collective agreement that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes **the** Union as the sole and **exclusive** bargaining agent with respect to all employees of Ontario Lottery and Gaming Corporation at the OLG Brantford Casino, in the City of Brantford and save and except supervisors and persons above the rank of supervisor, human resources, security officers, surveillance officers, and office and clerical staff.

## **ARTICLE 3 – STRIKES AND LOCKOUTS**

- 3.01 The Union will not cause or permit its members to cause, nor will any members of the Union take part in any sit down, stay in, or slow down in any premises of the Employer, or any curtailment of work or restriction of or interference of the operations of the Employer. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket any of the Employer's facilities or premises during the term of this Agreement.
- 3.02 The Employer shall not call or authorize or threaten to call or authorize a lockout and no officer, official, or agent of the Employer shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.

- 3.03 For the purpose of this Article, “strikes” and “lockouts” are as defined in the Ontario Labour Relations Act.

#### **ARTICLE 4 – COPY OF AGREEMENT**

- 4.01 The Employer will print a copy of the Collective Agreement to be provided to all seniority employees. As well the Employer provide the Union a .pdf format (with signatures) and an MS Word format (with typed names of signatories) of the final agreement. The Collective Agreement will be finalized and printed within six (6) weeks following ratification. The Employer will also provide a benefit brochure outlining the benefits when such is printed during the term of the collective agreement.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. At the end of each calendar month and prior to the twentieth (20th) day of the following month, the Employer shall remit by cheque or by electronic payment to the financial secretary of the Local Union, the total of the deductions made.
- 5.02 All future employees will be provided with a Union information package at orientation including a Constitution and will be required to sign a Union Membership card as a condition of employment.
- 5.03 The financial secretary of the Local Union will provide no less than one (1) month of written notice to the Employer of any change in the amount of Union dues and/or initiation fee to be deducted pursuant to the constitutional requirements of the Union.
- 5.04 The Union and the employees agree to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by the union, the employee or group of employees arising out of the deduction of union dues as herein provided.
- 5.05 The Employer will indicate on employee’s T4 slips a statement of the annual Union dues which have been deducted.
- 5.06 The Union and the employees consent to the collection, use, retention and disclosure of such employment related information as is necessary for the administration and management of the employment relationship (including pension, benefits) and this collective agreement under the Personal Information Protection and Electronic Documents Act.
- 5.07 The Employer will provide the Union the following information with each dues cheque:

- (a) Names of employees who acquired seniority during the month;
- (b) Employees transferred into or out of the bargaining unit during the month;
- (c) Employees on leaves, disability leave and/or Workplace Safety and Insurance during the month and the date of the occurrence;
- (d) Employees on layoff at the end of the month; and
- (e) a list of Employees from whom dues were not deducted and the reason why no deductions took place
- (9)** a list of Employees from whom dues were deducted.

5.08 Upon the request of the Chairperson, the Employer will provide, no more than once every three months, a list of all employees with name, address, telephone number, status, classification and date of hire.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

6.01 The Union acknowledges that, except as limited by the express language of the agreement, it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, transfer, classify, assign, appoint, promote, demote, evaluate, train, develop, layoff and recall employees, and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner to the extent as herein provided;
- (c) Probationary employees may be discharged during the probationary period and such discharge shall not be subject to the grievance procedure, unless the Union demonstrates such discharge was made solely in bad faith.
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement; and

- (e) Make, enforce, and alter from time to time policies, reasonable rules and regulations to be observed by the employees. These shall not be inconsistent with the express terms of this agreement and will only be in force after they have been made available to the employees and the Union.

## **ARTICLE 7 – UNION REPRESENTATION**

- 7.01 The Union shall have the right to elect or appoint and the Employer shall recognize a Committee of up to six (6) members, consisting of a Chairperson, a Vice Chairperson, and four **(4)** Committee Persons.
- 7.02 The Employer will provide the Union with finished space for an office and will provide telephone and electrical lines to the space. The Union will be responsible for cleaning and maintaining the office space.
- 7.03 Upon receipt of notice from the Union, the Employer will relieve four **(4)** Committee Persons from all regular duties. The Employer will maintain these employee's benefits, vacation and holiday pay and pension and they will continue to accrue seniority as if they were still working in their classification and status.
- 7.04 The Union will establish full time hours of work for these four **(4)** Committee Persons and the Employer will pay them at the wage rate of the employee's base position.
- 7.05 For the purposes of Union representation, the Employer shall also recognize twelve (12) Union Stewards.
- 7.06 The Union Stewards, and the Committee Persons to whom they report, will be authorized to deal with Union business including, but not limited to grievances and health & safety issues. Stewards will be utilized when a Committee Person is not working.
- 7.07 Union Stewards and Committee Persons have a responsibility to the Employer for his or her regular duties. They will request permission from his or her supervisor before leaving his or her work to attend to investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, will be granted where it can reasonably be done without interfering with the operations of the Employer. The Steward or Committee Person must report back to his or her Supervisor when any union business is completed and will take no more time than is absolutely necessary during regular working hours. When an employee wants union representation, he/she will call on a break, unless there is an immediate threat to health and safety.
- 7.08 The Union will be responsible for ensuring that there is Union representation on shift and / or will ensure that a Union representative is present when



required on no less than two (2) hours of notice by the affected employee. If no Steward is available then the Employer may proceed without a Union representative despite any express provisions in this Agreement and will notify the Union of any action taken

7.09 Representatives recognized by the Employer shall be employees with seniority. A list of these representatives and their assignments by the Union shall be provided to the Employer and the Employer will be advised in writing following any changes to this list.

7.10 Committee Persons shall, in the event of a layoff, be granted the highest seniority in the Casino notwithstanding their actual seniority status.

7.11 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Employer of upcoming elections. The Employer upon request, will provide the Union with an updated seniority list. There will be no posting of posters or campaigning save and except on the union bulletin board. The Union may request and, if it is available, the Employer will provide a room on site for the vote.

7.12 A National Union Representative and/or Local Union Representative may be present and participate in any meeting between the Union Committee and the Employer upon advance notice. Union Representatives registered with the AGCO may provide assistance to employees subject to any limitation imposed by the registration but will not interfere with the Employer's operation. Union representatives will not visit with employees in the bargaining unit nor attend non-public areas during working hours without appropriate arrangements being made with the Human Resources Manager. The Union representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.

7.13 The Employer will recognize an alternate representative to replace the Chairperson, Vice-Chair, Health and Safety Representative, Equity Representative, WSIB rep, Benefit rep, and stewards when they are absent for in excess of fifteen (15) days due to vacation, sickness, or approved leave of absence/union leave.

7.14 Work Away from OLG - Brantford Casino Location

Both parties recognize the requirement for the full time Committee Persons herein to leave work during working hours to attend to union business away from OLG - Brantford Casino without loss of pay. Such privilege shall be provided, subject to the following conditions:

- (i) The time be devoted to the prompt handling of matters, which are proper pursuant to this Article;

- (ii) the privilege not be abused;
- (iii) the Manager of Human Resources or designate will be apprised of such absences in advance. Such absences will be verified by the Chairperson with a brief explanation of the reason for the Representative to be absent.

#### **ARTICLE 8 – CONFERENCES**

8.01 Management/Labour Conferences will be arranged between the Union Committee and the Employer on a regular basis not less than every three (3) months. An agenda of items to be discussed at a Management/ Labour Conference will be exchanged on the day preceding the meeting. Either the Employer or the Union can request a Management/Labour Conference in writing on at least seven (7) days notice. It is specifically understood that grievances shall not be the proper subject matter to be discussed at such a meeting. A National Union Representative and/or Local Union Representative may be present at a Management/Labour Conference. Union Representatives attending a Management/ Labour Conference will be paid at their regular hourly rate for time spent at such meetings.

#### **ARTICLE 9 – SENIORITY**

- 9.01 The rules respecting seniority are designed to give employees an equitable measure of security based on their total length of service with the Employer.
- 9.02 There will be one seniority list. Effective date of ratification of first agreement, each non probationary employee will be provided with a Seniority Date which reflects the last date of hire at OLG Brantford and will determine their job security.
- 9.03 New employees of the Employer shall be considered as probationary employees until they have completed five hundred and twenty (520) actual hours worked in any period of eighteen (18) consecutive months. Upon completion of the probationary period, the employee will acquire seniority and will be given seniority dates which shall be based on the employee's date of hire as a probationary employee. The seniority list will be revised by the Employer every three (3) months and shall be given to the Chairperson of the bargaining unit for posting on the Union bulletin board.
- 9.04 An employee attaining seniority shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Employer of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted.
- 9.05 With respect to employees hired subsequent to the ratification of this Agreement, where two or more employees have the same service and seniority date, they shall be placed on the seniority list in an order determined

by lottery. The lottery will be conducted in the presence of a Union Representative. Previous Lottery dates for same date of hire stand as is.

9.06 The Employer may terminate the employment of a probationary employee so long as the termination does not occur solely for bad faith.

9.07 Dual Supervisors

The Employer will make efforts to ensure that scheduled hours in the dual Supervisor role will be equalized over a reasonable period. It is understood that this is subject to both operational considerations and the skill and ability to perform the available work and employees must identify to the Employer where they have concerns over the scheduling so that these may be addressed.

Where a Dual Supervisor, at any point after 6 months in the role, wishes to relinquish the dual position, she or he may apply for any posting in the Casino.

At any point, if the employee and the Employer agree or if the employee is not meeting the Employer's expectations as a Dual Supervisor, the employee will be returned to their primary position.

It is agreed that where an employee has agreed to act as a Dual Supervisor, the Employer will ensure that this person is identifiable as a Supervisor to employees in the bargaining unit. A Dual Supervisor is a Supervisor, and the Employer will not agree to limits on the duties or selection thereof. However, as discussed, the Employer will remain aware of the issues that could potentially arise if these individuals impose discipline.

In selecting vacation it is understood that Dual Supervisors should select independently of Supervisors and their primary position as this role forms part of the system of ensuring that there is adequate supervisory coverage. This system will have regard to their seniority in the primary role. Duals vacation pay calculation will be based on the ratio of time spent as a dual.

#### OLG Dual Supervisors Letter – transitional implementation

- (a) At time of ratification any person in the classification of Dual Supervisor will have the ability, over a sixty (60) calendar day period to indicate in writing his or her intention to return to their primary position.
- (b) Subject to adequate supervisory coverage being maintained, the Employer will remove persons off the Dual Supervisor schedule over the next three (3) months.
- (c) Whether a Dual Supervisor elects to leave the Dual Supervisory position in this transition or not, it is understood that time spent as a

Dual Supervisor will be treated as service in the base position for the purposes of placement on the seniority list.

- (d) Dual Supervisors will be paid based on their regular classification hourly rate with an add to pay established by the Employer for each hour worked in the Dual role and responsibilities. The Dual employees will continue to be part of the bargaining unit and will continue to pay dues in accordance with the dues structure based on all hours worked and the primary position rate of pay regardless of hours worked outside the primary role.

#### **ARTICLE 10 – LOSS OF SENIORITY AND EMPLOYMENT**

10.01 The seniority rights and employment of any employee shall cease for any of the following reasons:

- (a) If an employee voluntarily quits the employ of the Employer;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- (c) If an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days, without satisfactory reason;
- (d) If an employee fails to report for work in accordance with a notice of recall seven (7) days after a registered mailing of such notice, without satisfactory reason;
- (e) If an employee is laid off for a period in excess of a twenty four (24) month period, is not recalled and is provided with any severance and notice required;
- (f) If an employee fails to report for work upon the expiration of any leave of absence, without satisfactory reason;
- (g) If an employee works at other employment during a leave of absence without permission.

#### **ARTICLE 11 – LAYOFF AND RECALL**

11.01 Where possible, the Employer will give seventy-two (72) hours' notice of layoff to the affected employee(s) and the Union.

11.02 Whenever it becomes necessary to reduce the workforce by layoff, the following procedure will apply:

- (a) Probationary employees within any affected classification will have their employment ended.
- (b) Seniority rated employees will be laid off as set out below:

#### Part-time Employees

In the event one or more part time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- a) The classification which is required to be reduced will be identified.
- b) The part time employee(s) with the lowest Seniority Date in the classification will use his or her Seniority Date to return to his or her previous position, if one exists and seniority permitting.
- c) If there was no previous position, the junior part time employee in the classification affected will use his or her Seniority Date, if he or she has the skill and ability to perform the job and is willing, to bump the most junior part time employee in an equal or lower classification in the department, seniority permitting, or may accept layoff.
- d) The most junior part time employee in the department by Seniority Date will, if he or she has the skill and ability to perform the job and is willing, bump the most junior part time employee in an equal or lower classification Casino wide, seniority permitting, or may accept layoff.
- e) The most junior part time employee casino wide will be laid off. Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

#### Full-time Employees

In the event one or more full time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- a) The classification which is required to be reduced will be identified.
- b) The full time employee with the lowest Seniority Date in the classification affected will use his or her Seniority Date to return to his or her previous position, if one exists and seniority permitting.
- c) If there was no previous position, the junior full time employee in the classification affected will, if he or she has the skill and ability to perform the job and is willing, bump the most junior full time employee in an equal or lower classification in the department, seniority permitting, or may accept layoff.

- d) If the most junior full time employee in the department is affected, he or she will, if he or she has the skill and ability to satisfactorily perform the job and is willing, bump the most junior full time employee in an equal or lower classification Casino wide, seniority permitting, or may accept layoff.
- e) If the most junior full time employee in the Casino is bumped, he or she will, if he or she has the skill and ability to satisfactorily perform the job and is willing, bump the most junior part time employee in his or her classification, seniority permitting, or may accept layoff.
- f) Any most junior part time employee impacted by (d) above, will have the rights in the part time provisions above.
- g) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.
- h) All impacted employees (who have been displaced but not actually laid off) will be granted a one time right to use his or her seniority to return to the position and status that they were displaced from when there is next availability.

#### 11.03 Voluntary Layoff

An employee who has not received a notice of layoff may make an offer of voluntary layoff where there is another employee who has received notice of layoff. If such request is made before the layoff has become effective and is acceptable to the Employer, the Employer will substitute this employee for the employee on notice of layoff.

#### 11.04 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of twenty four (24) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled in reverse order of layoff. Notwithstanding the foregoing,
  - (i) a full time employee must accept a recall to a full time position and/or a part time position, as required, although recall to a part time position will not extinguish the right to recall to a full time position should one become available during the layoff. A full time employee may decline recall to a part time position without abandoning his or her recall rights where there is a part time employee or more junior full time employee on recall who is

available to do the work required and otherwise must return or waive his or her rights;

- (ii) a part time employee must accept a recall to a part time position, as required, and
  - (iii) a part time employee may not be recalled to a full time position; and
  - (iv) employees must indicate within forty eight (48) hours of the recall notice that he or she is willing and able to return to work or the employee shall be deemed to have refused recall and seniority rights.
- (c) An employee and the Employer may agree during the recall period to elect to terminate the employment relationship and the employee would receive any severance to which he or she is entitled under the Employment Standards Act. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) Notice of recall shall be by telephone and, if the employee cannot be reached, shall be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 AM on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of his/her current telephone number and address at all times.
- (e) In the event of recall the union shall be notified.

11.05 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) days required for filing of all grievances.

11.06 The Employer shall maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of layoff or such longer period as is required under the Employment Standards Act.

11.07 After backfilling any job where there is estimated to be a temporary vacancy of more than thirty (30) work days, the Employer will recall the senior laid off employee who is able to perform the job which has been vacated by the backfilling employee.

## **ARTICLE 12 – NO HARASSMENT / NO DISCRIMINATION**

12.01 In accordance with the provisions of the Labour Relations Act, the Employer, employees and the Union agree that there will be no harassment or discrimination exercised or practised by them or their representatives

because of membership or non-membership, activity or lack of activity in the Union.

- 12.02 The Employer, employees and the Union agree they all have rights and obligations under the Ontario Human Rights Code to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 12.03 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. The Union may establish its own policy for doing so although nothing in this policy will detract from the Employer's ability to address such an issue if a complaint is made to it or if the behaviour is having an impact on the management of the workplace. Where the Employer receives a complaint amongst bargaining unit members, it will inform the Union.
- 12.04 The OLG Human Rights policy will be made available to all employees and the Employer agrees that it will conduct training around this policy, including offering training to the Union Committee Persons. The Employer and the Union agree to meet and jointly discuss the Harassment policy and the CAW policy including complaint resolution procedures to be used under 12.03.

### **ARTICLE 13 – HOURS OF WORK**

- 13.01 (a) The normal hours of work for all full-time employees shall be an eight and one half (8 1/2) hour shift (inclusive of lunch and breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. All full time employees will be scheduled at least forty eight (48) consecutive hours off work in every work week except in those emergency instances where there are no available non-overtime employees or where required for a rotational schedule changeover or subject to a negotiated work week agreement.
- (b) Should the Employer and the Union agree to establish a shift schedule or negotiated work week arrangement for any Department requiring regular shifts longer than eight and one half (8 1/2) hours per day, the agreement, if so stated, will become an appendix to this agreement and will be enforceable as part of this agreement.
- 13.02 The Employer will post the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least forty eight (48) hours of notice of its intent to change a full time employee's schedule,



unless change is approved by the affected employee or in case of an emergency or circumstance outside the control of the Employer.

- 13.03 The Employer will establish a full-time schedule for each department. Following approval of a first seniority list, full time employees will be offered a one time shift bid based on seniority (having regard to classification and qualifications). Where there are substantial changes to the schedule and otherwise not more than once per year there will be shift bids.
- 13.04 A shift schedule for part time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting ("core schedule").
- 13.05 It is understood that the posted core part time schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule part time employees shall review the schedule and maintain contact with scheduling and where further shifts become available they will be assigned as set out below. Where a part time employee is not at work on the day the shift is posted nor scheduled again prior to the newly assigned shift, she/he will be called by the Employer. Employees must be available to receive such calls by maintaining a voice mail system or by returning calls on call display and failure to maintain such a system relieves the Employer of its obligations.
- 13.06 The available core hours will be distributed as equitably as possible amongst the part time employees having regard to shift preference.

The part time employees will each submit, and may amend on one (1) month of notice, a Shift Preference sheet indicating his or her preferred core shift and these preferences will be used in the assignment of core shifts by seniority.

After the core schedule has been posted, where additional shifts become available for work these will be assigned on a seniority-rotation basis to part time employees.

13.07 Schedule Adjustments

Where a part time employee knows absolutely that he is not going to be available for work, he may request a schedule adjustment. Each part time employee may request up to six (6) schedule adjustments per calendar year. All such requests must be submitted to scheduling at least two weeks in advance.

- 13.08 Unless otherwise provided in this Agreement or an agreement under 13.01(b), employees shall receive a thirty (30) minutes unpaid lunch period, provided the employee is working a shift in excess of five (5) hours.
- 13.09 Table game dealers shall work on a schedule without a lunch under 13.08 and will instead receive twenty (20) minute breaks after each sixty (60)

minutes of dealing. All of these breaks, save and except thirty (30) minutes in lieu of lunch, shall be paid breaks.

13.10 Switching Shifts

If an employee wishes to switch a shift with a coworker in the same classification and with the same qualifications, the employees involved must notify the Employer in writing, on a form to be supplied, a minimum of forty-eight (48) hours prior to the shift. Both employees must sign the form setting out when this will occur and the shifts must be within the same pay period. Approval of such requests will not be unreasonably denied and the change will not affect the operational stability of the Department. The Employer will post notice of the approval in the Department.

13.11 The employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange or giving away of shifts. Employees will not be allowed to work more than twelve (12) hours in a day nor consecutive shifts on the same day unless the employee had ten (10) hours rest between shifts.

**ARTICLE 14 – PAID REST PERIOD**

14.01 Save and except for Dealers, employees will be provided with a fifteen (15) minute paid rest period during each half shift. This rest period cannot commence before the end of the first hour of an employee's shift nor shall the rest period be given before one (1) hour has elapsed after an employee's lunch period. Employees will also be provided with an additional fifteen (15) minute paid rest period if they are scheduled to work more than ten (10) hours.

14.02 Employees working shifts of six (6) hours or less will only be provided with one (1) fifteen (15) minute paid rest period.

14.03 Notwithstanding the provisions of this Article, with individual agreement employees may take their rest periods at different times and in a different manner than specified in this Article.

14.04 Paid breaks will be taken on location and all breaks will be taken away from the gaming area out of the public eye and in a designated area.

**ARTICLE 15 – OVERTIME PAY**

15.01 All time worked by an employee in excess of their scheduled eight (8) hours worked in a day or forty (40) hours worked in a week will be paid at the rate of time and one half (1 ½) the employee's regular straight time rate. Where an employee is absent due to bereavement, vacation leave or a lieu day (paid or unpaid), such hours not worked will count towards calculating the hours

referred to herein. This provision may be amended as part of a negotiated work week arrangement.

- 15.02 For the purpose of this Article, the “week” commences at 12:01 a.m. Monday morning. For the purpose of this Article, a “day” means a calendar day commencing at 12:01 a.m..
- 15.03 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.
- 15.04 An employee working in excess of forty (40) hours in a work week (inclusive of hours worked on a Paid Holiday as provided for in Article 30 of the Collective Agreement during the same work week), shall qualify for overtime pay for all hours worked in excess of forty (40) hours in such work week and this shall not be considered a duplication or pyramiding of premium compensation.

#### **ARTICLE 16 – OVERTIME EQUALIZATION**

- 16.01 Scheduled overtime will be evenly distributed when reasonably possible among those employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned.
- 16.02 When the Employer requires employees to work overtime that is not scheduled more than forty eight (48) hours in advance, the Employer will invite employees to work overtime in accordance with the following procedure:
- (a) The classification in which the overtime is required will be identified;
  - (b) Employees in that classification who are presently at work and who express interest will be invited to work the overtime starting with the full time employee(s) who records show has actually worked the least overtime over the past three (3) months;
  - (c) If insufficient employees volunteer to work overtime, the Employer will advise the most junior qualified worker in the classification to perform such work.
- 16.03 New hires and employees transferred from one classification to another will be credited with the average number of overtime hours of the employees in that classification.
- 16.04 Any verified claim of improper distribution in a classification shall result in the employee being given an opportunity to work overtime in his/her classification

within seven (7) days of verification or if overtime is unavailable, the employee will be paid the missed overtime. Such overtime will not displace another employee.

## **ARTICLE 17 – JOB POSTING AND SHIFT SCHEDULE POSTING**

- 17.01 Where a full time shift becomes available, the employer will post the availability of a shift and days off schedule for three (3) days and will assign the shift to the most senior qualified full time employee in the classification who expresses a desire by placing his or her name on the notice and indicating his or her shift and schedule preference. The next two (2) subsequent shift vacancies will be filled as part of the same process above. It is the responsibility of interested employees to indicate their interest in the posting in writing on a Departmental Shift Posting Form.
- 17.02 In the event new jobs (full time or part time) are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the Employer will post such new jobs or vacancies in order to allow any employees in another classification or status to apply. The job posting will include the classification, department, and may include the starting shift and days off. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift schedule process in 17.01. Where the Employer requires a temporary full time replacement expected to exceed three (3) months in duration, this absence will be subject to this posting procedure. Required temporary part time replacements, where a part time employee is expected to be absent for in excess of six (6) months, will also be subject to this procedure.
- 17.03 Postings shall clearly indicate the deadline date for the application and the location or persons to whom applications shall be made. The posting period shall be for not less than five (5) calendar days from the date of posting. The successful applicant will be placed in the new position as soon as possible once their previous position has been filled (or such earlier time at the Employer's discretion) and it is understood that subsequent vacancies arising from a posting also will be posted for five (5) calendar days.
- 17.04 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bargaining unit applicant was selected. If no applications are received from seniority employees, or if none of the applicants is awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.
- 17.05 After the deadline for applications has passed, the Employer may schedule and arrange any tests and interviews.
- 17.06 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the senior applicant in

accordance with this Article. Employees will be considered for the vacancy based upon skill, knowledge and ability (and, where applicable, service in the part time classification), where several candidates are relatively equal, seniority will be the governing factor.

- 17.07 An employee who is the successful bidder to a job in a different classification pursuant to this Article will be subject to a trial period of twenty (20) working days. Such period may be extended based on mutual consent of the Employer and the Union. If an employee does not successfully complete the twenty (20) day trial period, either by resigning or being unsuccessful, the employee will be returned to his/her previous position (including shift and days off) if it still exists, and other employees affected thereby will be returned to their previous positions on a similar basis. Thereafter, the original vacancy will be filled by the next eligible applicant on the original posting, in accordance with the posting provisions of this Agreement.
- 17.08 Successful applicants will be afforded required training in their new position.
- 17.09 Where an employee bids or posts to a new schedule, his or her approved and scheduled vacation will only be honoured where it can be accommodated in the schedule of the new shift.
- 17.10 Employees on an approved leave of absence who have a foreseeable date for return to work shall be entitled to post on positions during their leaves of absence. Should such employees be the successful applicant, the position will be filled pursuant to the provisions of Article 17.01, until such time as the person on leave returns to work.
- 17.11 Should any temporary position under this Article be filled by a part-time employee, they shall, for the duration of the Temporary Posting, be afforded part time benefits at no cost to themselves.

#### **ARTICLE 18 – PART-TIME EMPLOYEES**

- 18.01 All references to employees in the Collective Agreement apply to part-time employees, except as specifically provided (or as amended by this Article) or as required by construction of the Agreement.
- 18.02 The parties recognize that the nature of the Employer requires the use of part-time employees to meet the demands of its business.
- 18.03 The parties recognize that the nature of the Employer requires the use of part-time employees to meet the demands of its business. The parties further recognize the preference of the Union to have as many full-time employees as is reasonable in the business. It is recognized that in order to meet operational needs, the employment of part-time employees is necessary. Where reasonably practical, the Employer will attempt to maximize the number of full-time positions available..

- 18.04 Part-time employees will be given shift and rest days preference by seniority.
- 18.05 Part-time employees, except those on temporary full time postings, will not regularly work in excess of 24 hours per week except in the following circumstances:
- (i) When replacing employees absent due to illness or injury for a known duration;
  - (ii) When replacing employees absent due to vacation leave or Union leave;
  - (iii) When working the Christmas Holiday Season (mid-December to early January);
  - (iv) Due to increase in patron volume as a result of unique or short term business needs;
  - (v) In the event of emergency.
- 18.06 Part-time employee cannot regularly be scheduled to work more than five (5) consecutive days in a row, without the employee's consent.

#### **ARTICLE 19 – TEMPORARY TRANSFERS**

- 19.01 An employee temporarily transferred by the Employer to a higher rated job classification in the bargaining unit will receive the higher rate of his or her own rate of current pay or the entry rate of the temporary classification for work performed in the higher rated classification.

An employee who is transferred by the Employer to a lower rated classification in the bargaining unit will maintain his/her rate of pay in effect at the time of such transfer, for the duration of the transfer.

An employee exercising seniority rights to transfer to a lower rated position in the bargaining unit will receive the rate of the lower classification.

#### **ARTICLE 20 – TRANSFERS OUT OF THE BARGAINING UNIT**

- 20.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement. However, an employee transferred out of a bargaining unit and who is later transferred by the Employer back to a position which is covered by this Agreement will be credited with the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit.

If the transfer of an employee back into the bargaining unit necessitates an employee with less seniority being displaced, the employee in the classification with the least seniority shall be displaced.

- 20.02 Employees having been employed only in positions outside the bargaining unit, if subsequently transferred to a bargaining unit position, will be considered new employees for the purpose of seniority.

#### **ARTICLE 21 – NEW CLASSIFICATIONS**

- 21.01 When a new classification is created within the bargaining unit, the Employer will establish a wage rate and classification for such a new job and agrees to discuss with the Union its rationale for the rate. Vacancies within new classifications shall be posted with sufficient description of the work to be performed within thirty (30) calendar days of the start-up of the new position and any experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.
- 21.02 The Employer will provide the Union with copies of its job descriptions for all bargaining unit classifications. In the event that new job classifications are created, the Union will be notified and will receive a job description when such is prepared.

#### **ARTICLE 22 – TRAINING**

Save and except for Dealer training and any voluntary training, all training provided by the Employer will be paid training and will be provided during regularly scheduled hours of work. Where such training of full time employees is done outside regular scheduled hours it will be paid at the applicable overtime rate.

#### **ARTICLE 23 – DEALER**

- 23.01 Schedule "A" of this Agreement provides different hourly rates of pay for dealers based on number of table games the dealer is capable of performing. Those games are defined below:

Game 1 – Blackjack including all variations

Game 2 – Carribean Stud, 3 Card Poker, Let It Ride, War, etc.

Game 3 – Mini Bac

Game 4 – Pai Gow

Game 5 – Roulette

Game 6 – Hold em

### Game 7 - Craps

- 23.02 Fair game rotation will be provided by the Company, wherever possible, and having regard to the dealer level and games.
- 23.03 For the purpose of this Agreement, Games that require four (4) hours or less of training, do not constitute additional games.
- 23.04 In the event new games are added, the employer agrees to discuss new levels as may be required with the union.
- 23.05 It is understood that all Dealers will develop to a Dealer 2 within one (1) year of commencing employment. Where a Dealer has developed games, he or she will maintain competency.
- 23.06 Where the Employer requires an increase in its game mix, it will post unpaid training opportunities and Dealers without the game being offered may apply. Selection for training will be made based on the test contained in the job posting procedure and willingness to work available shifts.
- 23.07 It is understood that game mix will impact on shift selection and time off requests.
- 23.08 All of the Games above are considered major games except those listed under Game 2.
- The Dealer 1 position requires dealing one (1) major game and up to two (2) novelty games.
  - The Dealer 2 position requires dealing two (2) major games or one (1) major and three (3) or more novelty games.
  - The Dealer 3 position requires dealing three (3) major games or two (2) majors and three (3) or more novelty games.
  - The Dealer 4 position requires dealing four (4) major games or three (3) majors and three (3) or more novelty games.

### **ARTICLE 24 – NEW EMPLOYEE ORIENTATION**

- 24.01 The Company provides new hires with orientation. Where the new hires are in the bargaining unit, the Employer will arrange for up to one (1) hour of that orientation to be provided to the Union.

### **ARTICLE 25 – LEAVE OF ABSENCE**

- 25.01 All leaves of absences must be requested using a Leave of Absence Request form. Except in cases of emergency leave, such request must be made at



least two (2) weeks prior to the requested starting date of the leave, and may only be made by employees with six (6) months of continuous employment. The Manager will respond in writing within five (5) days of receipt of written request from the employee.

- 25.02 Subject to any Policy restrictions around active employment or duration of absence, an employee may maintain health and dental benefits (save and except disability benefits) during an approved leave if he or she arranges in advance to pay the cost of such benefits. During a pregnancy leave or parental leave benefits will be maintained provided the employee makes advance arrangements to pay his or her share of the premium payments.
- 25.03 Extensions of personal leaves will only be granted if sought in advance of the expiry of the original leave and are subject to the same considerations as an original leave request. No outside work may be entered into nor may hours of work elsewhere be expanded while on a personal leave of absence unless specific permission for this is sought in advance.

#### Union Leaves

- 25.04 The Employer will grant a leave of absence without pay but without loss of benefits or seniority to up to two (2) members of the Union to attend Union business outside the facility for up to a total of forty five (45) cumulative days per year, provided proper advance notice was given to the Employer. The Employer will continue the wages of an employee on such leave and will bill the Union monthly for reimbursement.
- 25.05 When a seniority rated employee is elected or appointed to a full-time position with the Union, the Employer shall, upon four (4) weeks' written notice, grant a leave of absence without pay and without loss of seniority for the duration of such leave for one (1) employee at a time for at least three (3) months and up to three (3) years. During this time period, the employee may, upon four (4) weeks written notice, be returned to the position held immediately prior to the commencement of the leave. This leave of absence is limited to one (1) employee at any one time during the life of the agreement. If requested the Employer will maintain the employee's pay and benefits and invoice the Union for these costs.
- 25.06 Military Leave
- (a) An employee who is an active member of a Canadian Forces Reserve Status Militia Unit will be granted Reserve Training leave of up to one (1) week with pay (no more than 40 hours) and one (1) week without pay in each calendar year. The employee must provide proof of training and receive prior to approval by providing at least two (2) weeks notice to the Human Resources Manager or designate.

An unpaid leave of absence will also be granted to fulfill his/her military obligation if he/she is called into Active Military Status, provided that a copy of the official employment standing order accompanies the Leave of Absence Application form. The employee's seniority and service will continue to accrue during such leave.

25.07 Political Office Leave

- (a) An employee who is elected to the Municipal Government will be granted a leave of absence without pay or benefits to fulfill his/her term of office. A written request for such leave of absence must be presented to the Employer at least three (3) weeks in advance of when the leave of absence is to commence. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue during such leave of absence. An employee returning to work from such leave of absence will inform his/her employer at least three (3) weeks in advance. Employees elected to the Provincial or Federal Government will resign from his or her employment to avoid any appearance of a conflict of interest. In every case an employee running for such office must take an unpaid leave of absence during the election campaign.

25.08 Family and Emergency Leave

- (a) Employees will be entitled to unpaid family medical leave in accordance with the Employment Standards Act to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks.
- (b) Employees will be entitled to emergency leave of up to ten (10) days of unpaid leave of absence per calendar year due to:
  - (i) personal illness, injury or medical emergency and
  - (ii) death, illness, injury, medical emergency of, or urgent matters relating to family members as defined in Article 27 – Bereavement Leave.

Use of emergency leave will be considered authorized leave and will not prevent an employee from qualifying for Holiday Pay. Part days will be considered a day used.

## **ARTICLE 26 – PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 26.01 The Employer and the Union agree to the principle of granting leave of absence to employees for the birth or adoption of a child. The Employer will grant employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.
- 26.02 An employee who qualifies for pregnancy leave pursuant to the Employment Standards Act is entitled, upon application, to an unpaid leave of absence for pregnancy leave up to seventeen (17) weeks and up to thirty-seven (37) weeks for parental leave (to a maximum of fifty two (52) weeks). The employee shall give the Employer four (4) weeks notice in writing of the day upon which the employee intends to commence a pregnancy and/or parental leave and (in the case of a Pregnancy Leave) shall furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and estimating the day upon which the delivery will occur. The leave must begin no later than the earlier of the actual date of birth or the due date.
- 26.03 An employee who intends to resume employment on the expiration of a leave of absence granted pursuant to this Article shall so advise the Employer at least four (4) weeks in advance. The Employer shall reinstate the employee to the employee's position with the same shift and days off. If the same job is now unavailable, the Employer will provide the employee with alternative work of a comparable nature. The employee will be reinstated without loss of seniority.
- 26.04 Full time employees who have at least one full year of service with the Employer, are in receipt of Employment Insurance benefits and who are entitled to and take a pregnancy leave, as outlined above will also be entitled to Supplementary Unemployment Benefits (SUB) as follows (as long as such SUB Plan remains approved by HRDC):
- (a) Two weeks at 93% of gross salary for EI waiting period;
  - (b) 15 weeks at the difference between their Employment Insurance benefits and 93% of gross salary; and
  - (c) SUB allowance is based on average weekly hours worked over the past 28 weeks or based upon a 40 hour week, whichever is less.
- 26.05 Parental leave will be granted, in accordance with conditions contained in the *Employment Standards Act*, to employees who have completed at least 13 weeks of service with the Employer prior to the birth of the child, or the coming of the child into the employee's custody, care and control of the employee for the first time. The unpaid leave must commence immediately following a pregnancy leave if one is taken and otherwise must commence within 52 weeks after the day the child is born, or comes into custody, care

and control for the first time. This unpaid leave will be for up to 37 weeks (or to a maximum of 35 weeks, if the Employee has already taken a 17 week pregnancy leave). Once an employee begins a pregnancy/parental leave, the leaves must be taken without interruption. EI Parental Leave benefits can be claimed by one parent or split between two to a maximum of thirty five (35) weeks (37 including the waiting period if applicable) provided each parent is eligible.

- 26.06 Full time employees who have at least one full year of service with the Employer, are in receipt of Employment Insurance benefits and who are entitled to and take a parental leave will also be entitled to Supplementary Unemployment Benefits (SUB) as follows (as long as such SUB Plan remains approved by HRDC):
- Two weeks of the leave will be paid at 93% of gross salary (provided the employee has served the optional two week waiting period);
  - 10 weeks of the leave will be at the difference between their Employment Insurance benefits and 93% of gross salary;
- 26.07 SUB allowance is based on average weekly hours worked over the past 28 weeks or based upon a 40 hour week, whichever is less.
- 26.08 An employee who wishes to take a leave under this provision must provide at least two weeks notice in writing and must also provide at least four weeks notice in writing of his or her intent to return to work.
- 26.09 Employees on pregnancy, parental or adoption leave will receive health and welfare benefits provided in this Agreement. Full time employees must make arrangements to pay for Long Term Insurance and any optional insurance and Part Time employees must make arrangements to maintain their portion of premiums. Employees will continue to accrue vacation time (but not vacation pay) while on pregnancy, parental or adoption leave. Pension contributions are optional and where an employee opts to maintain pension and is in receipt of a sub plan, such contributions will be deducted from the sub allowance payment.
- 26.10 The Employer may fill the position of an employee absent on a pregnancy, parental or adoption leave with a temporary posting. The successful applicant shall return to his/her original position at the completion of the temporary posting, seniority permitting.

## **ARTICLE 27 – BEREAVEMENT**

- 27.01 In the event of the death of a seniority employee's immediate family member, the employee shall be granted an excused absence of three (3) normally scheduled consecutive and complete work days (irrespective of regular days off and holidays). It is agreed and understood that "days leave" in the case of

part-time employees, means the next three (3) days commencing with the date of death (or the day of the funeral if outside those three (3) days), whether scheduled or not, and in the case of full-time employees, means the next three scheduled shifts (irrespective of regular days off and holidays).

- 27.02 Immediate family for the purposes of this Article shall mean the employee's spouse including common-law or same sex partner, and the employee and their spouse's parent, step-parent, child, step-child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister. The Employer reserves the right to request proof of the bereavement.
- 27.03 One day of bereavement leave with pay will be provided on the same basis as a leave in 27.02 in the case of the death of an aunt, uncle, niece or nephew of the Employee to attend the funeral. Unlike 27.02 this does not apply to in-laws and step family of a spouse or same sex partner.
- 27.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.
- 27.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight (800) hundred kilometers away from Brantford Casino and where sufficient proof of need is provided.

## **ARTICLE 28 – JURYDUTY/WITNESS DUTY**

- 28.01 An employee who has completed his or her probationary period called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regular scheduled working hours, the difference between hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received.
- 28.02 Employees are required to report for work on days when they are not required on jury duty or to testify as a subpoenaed witness under 28.03 below in a court of law. Employees on jury duty who work in classifications that operate seven (7) days per week will, if they are on jury duty for more than three (3) days, be notionally placed on a Monday - Friday schedule matching the jury duty until the end of the week the jury duty or testifying as a subpoenaed witness concludes so as to minimize any disruption with their normal earnings and time at home while still meeting the employer's operational requirements. The purpose of this Article is to ensure that employees shall receive consistent hourly earnings from the Casino despite the Jury / Crown Witness duty.
- 28.03 Employees required to testify on behalf of the Employer or the Crown with respect to workplace incidents will be considered as working for all time spent in this regard. The Employer will pay employees the difference between the

amount of money the employee receives from the summons and his or her regular hourly pay, reasonable expenses for meals, parking, out of town travel expenses or accommodations, upon presentation of receipts.

**ARTICLE 29 – VACATION**

29.01 All regular full-time employees shall earn vacation credits based upon their service.

The vacation entitlement for regular full-time employees is listed below. As full-time schedules may vary daily, the vacation entitlement is expressed in total hours.

<b>Years of Service</b>	<b>Hours Per Calendar Year / Percent Pay</b>
First eight years	120 hours / 6%
After eight years	160 hours / 8%
After fifteen years	200 hours / 10%
After twenty six years	240 hours / 12%

On January 1st of each year, employees are advanced a full year's vacation credits based on their years of service. If an employee commences, terminates or changes employment status (ie. Part-time to full-time) during the year, their credits will be pro-rated. If an employee terminates his/her employment and has been paid more vacation than the year's entitlement, the extra vacation paid will be deducted from their final pay.

Vacation time must be taken during the calendar year in which it was earned, except for exceptional circumstances. Each department will designate when vacation can be taken and how many employees may be off at any one time. A copy will be provided to the Union Chairperson.

Vacation may not be taken, except in exceptional circumstances, in the first six (6) months following a change to full time status.

29.02 Vacation Entitlement for Part-Time Employees

Part-time employees will receive vacation payment instead of vacation days, on the following basis. The vacation entitlement is based on years of continuous service with OLG.

<b>Years of Service</b>	<b>Vacation Payment / Unpaid Time</b>
First to eighth years	6% / 1 Week and 5 days
After eight years	8% / 2 Weeks and 5 days
After fifteen years	10% / 2 weeks and 10 days

After twenty six years                      12% / 3 weeks and 10 days

For Part-Time employees, vacation is paid bi-weekly and calculated on total earnings for the bi-weekly pay period. Part-time employees may book their weeks and their days of unpaid vacation time each year. Weeks above must be taken as calendar week blocks of time away from work while days may be used individually.

Part time employees will have the option of banking vacation pay which can be paid out on written request of the employee. All vacation pay will be paid out at the end of the calendar year.

### 29.03 Vacation Scheduling

Employees will be informed of their vacation entitlement at the beginning of each year. A vacation selection window will open no later than January 1st annually, at which time vacation selection will occur with vacation picks completed by no later than February 1.

Vacations will be selected and scheduled each year based on seniority date, with full time employees selecting first. For those employees with the same seniority date, vacations will be scheduled by using a lottery draw. Vacations will be selected by seniority on a rotational basis with the most senior employee being able to select a maximum of 80hours before the next senior employee gets the opportunity to select his/her 80 hours until the vacation dates have been selected.

Pick 1     Full time employees by seniority may pick either a one (1) week or a two (2) week block (40 hrs or 80 hrs)

Pick 2     Full time employees by seniority may pick either a one (1) week or a two (2) week block (40 hrs or 80 hrs)

Note: **A** full time employee may only select a two (2) week block in one of the two first picks.

Pick 3     Part time employees by seniority may pick their first one (1) week block.

Pick 4     Eligible part time employees by seniority may pick their second one (1) week block.

Pick 5     Full time employees by seniority may pick the remainder of their eligible vacation time.

Pick 6     Part time employees by seniority may pick the remainder of their eligible vacation time.

Any vacation that is not scheduled in the scheduling period will be taken at the discretion or as directed by the Employer and is subject to operational requirements.

An employee who has earned vacation credits under the terms of this article and retires, quits or is terminated, shall receive payment in lieu of vacation due such employee. In the case of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.

29.04 Death in Family During Vacation

An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

29.05 Where an employee becomes ill and eligible for STSP prior to his/her vacation commencing shall have the right to temporarily terminate his or her vacation and when he or she becomes fit it will be rescheduled on mutually agreeable dates. If the employee recovers prior to the completion of the scheduled vacation, he or she will take vacation on those dates.

**ARTICLE 30 – PAID HOLIDAYS**

30.01 The paid holidays recognized by the Employer will be as follows:

- |                 |  |
|-----------------|--|
| New Years Day   | Good Friday                            |
| Easter Monday   | Victoria Day                           |
| Canada Day      | Civic Holiday (First Monday in August) |
| Labour Day      | Thanksgiving Day                       |
| Remembrance Day | Christmas Day                          |
| Boxing Day.     |  |

30.02 It is agreed and understood that given the nature of the Employer's operation, employees may be required to work on a holiday. Where an employee is scheduled to work on any one of the above-mentioned holidays, then in addition to any holiday pay he or she may qualify for, he or she shall be paid at the rate of time and one-half (1 ½) his or her base hourly rate, for all hours worked between 12.01 a.m. and 11.59 p.m. on the holiday.



- 30.03 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:
- (a) absent on vacation;
  - (b) absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician which is submitted to the Employer on the day the employee returns to work.
  - (c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides such reasonable proof as may be required
  - (d) Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 30.03 (b) or (c) above, to work their entire shift (unless an early out is authorized) on the paid holiday, will not be eligible for premium pay or holiday pay.
- 30.04 Holiday pay will be calculated in accordance with the Employment Standards Act and its regulations governing continuous operations. Full time employees will receive pay based upon his or her regular scheduled hours rather than on an averaging. Full time employees who are absent on short term, long term or WSIB will receive lieu time for the holiday and will have pay calculated based upon an average. Where a holiday falls on a day when an employee is not scheduled to work or during an employee's vacation, and that employee otherwise qualifies for a paid holiday, then that employee shall be granted banked paid lieu time.
- 30.05 All employees who qualify for holiday pay will have his or her holiday pay and corresponding lieu time banked automatically, unless he or she provides a request form to be paid in advance to his or her supervisor. It is agreed that no more than three (3) days of lieu time may be carried at any one time by an employee or will be paid out. In order to schedule a lieu day, the employee must request the lieu time at least two (2) weeks in advance of the requested day off and prior to the schedule being posted. Lieu time will only be granted subject to the operational needs of the department.

## **ARTICLE 31 – DISCIPLINE**

- 31.01 When an employee is called to a meeting by the Employer where discipline or discharge will be imposed, the employee will have a Union Steward present. In the event of discipline, the interview will not proceed without a Steward subject to Article 7.09.

Where discipline or discharge is sent to an absent employee by letter rather than in person, the Union representative will be provided with a copy of the letter.

- 31.02 Where an employee maintains a record free from discipline for a period of twelve (12) months, all records of discipline (save and except for serious misconduct) will not be relied upon in future discipline.
- (a) Serious misconduct includes but is not limited to:
- (i) A breach of the Ontario Human Rights Code;
  - (ii) Health and safety infractions threatening health;
  - (iii) Violence, swearing or threats of violence directed at a customer, co-worker or supervisor or other insubordination.
- 31.03 “Discipline” is defined to include any recorded discipline issued to an employee. A copy of any recorded discipline will be given to the Union Committee. Coach and counsels and other daily supervisory corrections, which may also result in notes being maintained and placed in an employee’s file, are not disciplinary and may not be grieved. These will only be admissible at hearings to demonstrate an awareness and understanding of the Employer’s expectations and for no other purpose.
- 31.04 The Employer maintains its surveillance system for the purpose of safeguarding its assets and maintaining the integrity and security of the Casino. Where the Employer intends to rely upon video surveillance recordings or reports as evidence of employee wrongdoing to support discipline, the affected employee will be allowed to request and review the video recording. The Employer will also permit a Committee Person and/or an AGCO licensed National Representative of the Union, to review the surveillance report so as to discuss the video content and will then return the report. Subject to Article 46, the Committee Person or National Representative may also view the video at Step 3 of the grievance procedure. The Union may otherwise obtain video evidence or surveillance report when such is subject to a “Raymond Order” by an arbitrator properly seized with a grievance.
- 31.05 In the case of an investigative suspension, the Employer will have the right to suspend the employee, with pay. Such a suspension is not disciplinary. The Union will be notified of all investigative suspensions at the time of issuance. Notwithstanding the foregoing, if such suspension is the result of action involving a regulatory or law enforcement agency which results in an investigation of more than seven (7) days, such longer period shall be without pay.

- 31.06 It is agreed that discipline should be issued in a timely manner. In most circumstances discipline is to be given within the first five (5) days the employee works following the date of the incident or the date the Employer became aware of the incident, unless the incident is being investigated by a law enforcement or regulatory agency.
- 31.07 Where a dismissal is for theft, attempted theft, embezzlement or any other fraudulent actions (whether involving the Employer, coworkers or customers), the Employer must establish that the employee committed the offence and will do so on the basis of clear and cogent evidence. If it is established to an Arbitrator's satisfaction that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.

In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence listed above, in light of the specific circumstances of the case and such penalty shall also not be subject to an Arbitrator's discretion. The imposition of such a penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

- 32.01 A grievance shall be defined as any difference or dispute between the Employer and the Union regarding the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable and an allegation that this Agreement has been violated. The parties agree and acknowledge a grievance may also be a dispute about an employment related statute.
- 32.02 Employees who believe they have a grievance shall first take the matter up with their supervisor within five (5) calendar days of the date on which the circumstances giving rise to the complaint became known or ought to have been known. Employees may be accompanied by their steward or committee person if they so desire, when speaking to the supervisor. In any event the steward or committee person must discuss the grievance with the Employer's designated representative or the supervisor in the employee's area before the grievance is created. If the complaint is not satisfactorily resolved within four (4) calendar days after the above discussions have occurred, the grievance may then be filed as set out below:

### **Step 1**

The steward or committee person must initiate the formal grievance procedure by providing the signed form to the supervisor or Department Manager. The Supervisor or Department Manager shall respond with a

decision to the steward or committee person within five (5) calendar days after the date on which the grievance was activated.

## **Step 2**

If the decision of the supervisor/manager is not satisfactory to the committee person, the committee person may appeal the decision of the supervisor/manager to the Human Resources Manager or designate, within five (5) calendar days after the steward/committee person has received the decision of the supervisor/manager. The Manager, or designates, may convene a meeting with the applicable committee person within five (5) calendar days after receipt of the appeal. The Managers, or designates, shall respond with a decision to the applicable committee person within five (5) calendar days after the meeting and, in any event, no more than ten (10) calendar days of the appeal. In putting forward the Step 2 appeal, the name of every affected employee who is seeking a remedy will be provided to the Employer.

## **Step 3**

If the decision of the Human Resources manager or designate is not satisfactory to the committee person, the committee person may appeal the decision of the supervisor/ manager to the Human Resources Manager or designate, within five (5) calendar days after the committee person has received the decision. If there is such an Appeal then a meeting will be held with General Manager or designates, within five (5) calendar days after receipt of the appeal. The Managers, or designates, shall respond with a decision to the applicable committee person within five (5) calendar days of the meeting.

- 32.03 A Group Grievance may be created by the Union where employees have identical grievances. Rather than file individual grievances, the Union will file a Group Grievance identifying the names of each of the affected employees and in the interest of the scope of the grievance being defined, a Group Grievance must be signed by all affected employees by no later than the filing at Step 3.
- 32.04 A Policy Grievance is an unresolved issue arising directly between the Union and the Employer around the interpretation, application or administration of the collective agreement and is not a matter that could be brought as an individual or a group grievance.
- 32.05 A Group / Policy grievance must be filed at Step 2 with the Human Resources Manager or designate within ten (10) calendar days after the date on which the circumstances giving rise to it became known or ought to have become known. Where the Employer files a Policy Grievance it must provide it to the Chairperson within ten (10) calendar days of the date on which the

circumstances giving rise to it became known or ought to have become known.

- 32.06 Grievances involving suspensions or terminations will begin at Step 2 and must be filed within five (5) calendar days of the issuance of discipline.
- 32.07 Where no response has been given by the Employer within the time limit specified, the grievance will be deemed to have been submitted to the next step within the requisite time frame.
- 32.08 A grievance which has been processed in the manner prescribed in this Agreement within the time limits prescribed, may be submitted to arbitration in accordance with the provisions of this Article provided written notice to arbitrate is given by the party seeking arbitration to the other party within thirty (30) calendar days after the decision is provided in Step 3. Where there is a basis for the request to extend time limits and where the request is made in writing (including by electronic mail) in advance of the expiry of the time limits, consent to a brief extension will not be unreasonably withheld.

Notwithstanding the provisions of subsection 48(16), effective January 1, 2009, no Board of Arbitration shall have jurisdiction to hear any grievance which is not referred to arbitration within thirty (30) calendar days in strict compliance with the time limits in Article 40.08. Failure to issue notice to arbitrate within this time limit will result in the grievance being deemed to have been abandoned.

### **ARTICLE 33 – ARBITRATION**

#### **33.01 Arbitration**

The parties wishing to submit a grievance to arbitration shall indicate in its notice of intent to arbitrate that it would like the matter heard by either a Board of Arbitration or a single arbitrator. The recipient of the notice shall inform the other party if it is agreeable or not to the matter being heard by a Board or single Arbitrator. If there is no agreement the parties shall use a Board of Arbitration until January 1, 2009 and thereafter will use a single arbitrator where there is no agreement.

(a) Board of Arbitration

- (i) Where the parties agree to the matter being heard by a Board, each party shall respond to the other within ten (10) calendar days by indicating the name and address of its nominee to the Board. The two nominees so selected shall proceed to appoint a third person who shall be the Chairperson.
- (ii) If either party fails to name a nominee within the time frame, the matter will be reverted to a single Arbitrator.

- (iii) If the *two* nominees fail to agree on a Chairperson, and upon request by either party in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the Board of Arbitration, pursuant to the provisions of the Ontario Labour Relations Act, 1995.
  - (iv) The decision of the majority is the decision of the Board, but if there is no majority, the decision of the Chairperson governs. Such decision will be final and binding upon the parties hereto and the employees.
  - (v) No person may be appointed to the Board who has been involved in an attempt to negotiate or settle the grievance accept with the consent of both parties
  - (vi) The Board shall not be authorized to alter, modify or amend any part of the terms of this collective agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the collective agreement, nor give any decision inconsistent with the terms and provisions of this collective agreement.
  - (vii) The Board may, in cases involving discipline or discharge, substitute such penalty as the Board considers to be just and reasonable in all the circumstances.
  - (viii) Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Chairperson of the Board. Each of the parties hereto shall bear the expense of its own nominee.
- (b) Single Arbitrator
- (i) Should the parties agree to appoint a single Arbitrator, or fail to agree to the composition of a Board, the matter will proceed in the following manner.
  - (ii) The party requesting arbitration shall provide a list of up to three Arbitrators to the other party to have the matter heard. If the Employer does not agree to any of the single Arbitrators, they will within 10 calendar days forward a list of three Arbitrators for the Union's consideration. If the Employer fails to provide a list of arbitrators within the 10 calendar day period, the Union will arrange to have the matter heard by the arbitrator of it choice.
  - (iii) If the *two* parties fail to agree on an arbitrator, and upon request by either party, in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the

Board of Arbitration, pursuant to the provisions of the Ontario Labour Relations Act, 1995

- (iv) The parties will equally share the fees and expenses of the Arbitrator.
- (v) A single Arbitrator has the same authority as a Board of Arbitration, as set out in this Article.

33.02 As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a grievance to a Grievance Commissioner in the following procedure:

- (a) The Company and Union may agree in writing to the appointment of a person or persons to be known as a Grievance Commissioner where the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner.
- (b) In discussions with the parties, the Grievance Commissioner will establish a meeting and a process for consulting on the case and providing an assessment to the parties. The purpose of the meeting is to clarify the issues or facts in dispute. The parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (c) The parties shall supply the Grievance Commissioner and each other with concise and brief written representations on which they intend to rely which will be exchanged not less than ten (10) calendar days before the commencement of the hearings of the Grievance Commissioner.
- (d) Where the parties agree in writing, a Grievance Commissioner may be provided with the powers and limitations of an arbitrator as set out herein. In such a case, the decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
  - (i) be consistent with the provisions of this Agreement;
  - (ii) be confined to the grievance referred to him/her.

33.03 The Union and the Company shall each be responsible for one-half the expenses of any fees payable to the Grievance Commissioner.

33.04 In this Article, it is understood and agreed that any employee (except the grievor) who is summoned or subpoenaed and whose attendance is required at arbitration hearings, and who provides five (5) calendar days of notice, shall receive permission to be absent from work without loss of pay. An employee who is summoned or subpoenaed to attend, and who does so with pay from the Employer, shall remit to the Employer any appearance fees or conduct monies so received.

#### **ARTICLE 34 – INJURY ALLOWANCE**

34.01 An employee injured on the job shall be paid for the balance of his/her shift on which the injury occurred if, as a result of such an injury, the employee is sent home by the Employer or is sent to an outside hospital and doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Employer will make available transportation for such injured employee.

#### **ARTICLE 35 – ATTENDANCE MANAGEMENT PROGRAM**

35.01 Employees are required to attend work regularly in accordance with the Employer's Attendance Management and Disability Management program. When unable to attend, the employee must contact his Manager or his designate as far in advance as possible of his scheduled starting time, giving the reason he is unable to attend work, the date of his expected return, and the details as to where he can be contacted during his absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where there are extenuating circumstances making such a call impossible.

35.02 Medical evidence may be required by the Employer outlining the prognosis and limitations, the expected date of return, the ability of the employee to perform any of his duties and/or to perform alternate duties. Such evidence will be required should an absence exceed three (3) days in duration and may otherwise be required where there is reasonable cause for concern.

35.03 Where an employee is required to fill out a disability management enrolment form with his or her physician, any reimbursement or subsidy available to all other hourly direct gaming employees of the OLG for any medical note costs will be made available.

#### **ARTICLE 36 – EMPLOYEE ASSISTANCE PLAN**

36.01 At negotiations the Union raised issues of social problems that may arise in employees personal lives and the impact these may have on employees in the workplace.

The parties discussed the issue of violence and abusive situations that sometimes exist in employee's personal lives. The parties agreed that such



aggressive and abusive behaviour is unacceptable. The parties further agreed that an employee in a verified abusive or violent personal situation will be given full consideration prior to discipline for attendance or performance.

The parties also discussed substance abuse and agreed that they have a shared interest in encouraging early treatment and assisting employees toward rehabilitation.

- 36.02 The Employer will continue to provide an Employee Assistance Program for employees and both parties will encourage employees to seek out support where they deem it appropriate.

## **ARTICLE 37 – SICKNESS AND ACCIDENT LEAVE**

### **Short Term Sickness Plan (STSP)**

- 37.01 The Employer will maintain and provide a STSP for full time employees who have completed at least twenty (20) consecutive shifts of active full time employment. Statutory Holidays and leaves of absence with pay other than vacation, lieu time, illness or injury are considered in calculating the twenty (20) consecutive shifts.
- 37.02 The STSP will be as provided for all other direct gaming hourly employees of the OLG, as may be amended from time to time. The STSP is currently self insured but the Employer reserves the right to at any time obtain a carrier for the Plan and to substitute an insured plan with all premiums paid by the Employer. When making such a substitution, the Employer shall notify the Union to explain the proposed change.
- 37.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

### **Long Term Income Protection Plan (LTIP)**

- 37.04 The Employer will maintain and provide an LTIP for qualified full time employees who have been “totally disabled” for a period of longer than six (6) months. The LTIP will be as provided for all other direct gaming hourly employees of the OLG, as may be amended from time to time. Participation for full time employees is mandatory. A full time employee is eligible for coverage on the first day of the month coinciding with or following probation if he or she is a new employee or, alternatively, following two months of continuous service in a full time position.
- 37.05 An employee is considered to be “totally disabled” if they are wholly and continuously unable to perform normal work due to an illness or injury during the first thirty (30) months following the date of disability.

- 37.06 LTIP premiums are eighty-five percent (85%) paid by the Employer and fifteen percent (15%) by the employee.
- 37.07 LTIP is an insured plan and it is understood that as with all insured plans the employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this agreement.
- 37.08 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

#### **ARTICLE 38 – WORKPLACE SAFETY AND INSURANCE**

- 38.01 Where a full time employee is absent from regularly scheduled work and has made a claim under the provisions of the Workplace Safety and Insurance Act, he or she will be paid full salary for the first thirty (30) working days pending a decision from the **WSIB** on entitlement and eligibility.

At the expiry of the thirty (30) working days, if the claim is **still** pending, then all previous and continuing absences related to the injury will be reverted to the Short Term Sickness Plan provided the employee is able to satisfy the eligibility requirements and provisions of the STSP and the employee will owe the employer the difference between any entitlement under that Plan and the monies paid.

If the **WSIB** claim is denied on the basis of medical entitlement then all the monies paid out by the Employer will be an amount owed by the employee to the Employer. If the claim is denied on any other basis then the difference between the full salary paid and the Employee's entitlement under the Short Term Sickness Plan will be an amount owed to the Employer.

Monies owed may be recovered under a suitable repayment plan negotiated by the employee and the Employer and, failing agreement, the Employer may deduct up to 10% of the gross salary from the employee's wages on each pay cheque until the full amount owing is repaid. Monies may also be recoverable by order of an Arbitrator enforced in the Courts.

If the full time employee has no Short Term Sickness Plan entitlement and the **WSIB** award is still pending after thirty (30) days, then the time will be unpaid unless the employee is able to qualify for long term disability.

Once a claim is approved the Employer will pay the full time employee's salary for the shorter of a total of three (3) months in the case of a continuous

absence or sixty five (65) working days for intermittent absences which amount includes the thirty (30) working days already paid.

In accordance with section 25(a) and (b) of the Workplace Safety and Insurance Act, where a full time employee is in receipt of loss of earnings benefits, the Employer agrees to maintain its premium payments for insured benefits. Where the employee has a required contribution to the benefits the employee must make arrangements to contribute his/her portion or his or her participation will cease. This applies only in the first year following injury.

## **ARTICLE 39 – HEALTH AND SAFETY**

39.01 The Employer, the Union and the employees understand and agree that they all have rights and obligations under the Occupational Health and Safety Act. The Employer, the Union and the employees understand and agree that they must take reasonable precautions to ensure the safety of all employees at work.

39.02 Modified Work

The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based on medical limitations to ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation. Employees with a medical problem giving rise to a need for accommodation must disclose that need, provide medical evidence and request accommodation at the earliest possible time.

39.03 The Employer and the Union will have a Joint Health and Safety Committee (JHSC) with equal membership appointed by the Union (one of whom shall be the health and safety Committee Person) and the Employer. The Employer and the employees shall jointly share the responsibility for chairing such meetings.

39.04 All Minutes and Reports of the JHSC and Form 7's under the WSIB shall be provided to the Union.

39.05 The JHSC shall create terms and references and duties including establishing a schedule for joint workplace inspections under section 9(28) of the Occupational Health and Safety Act.

One (1) employee member of the JHSC shall, if available, be entitled to accompany any Ministry of Labour Representative on a workplace inspection.

39.06 Time spent on inspections and at JHSC meetings shall be considered time worked and members shall be compensated at their regular rate of pay for this time and also for up to one (1) hour of caucus time in advance of JHSC

meetings. All employee members of the JHSC shall attend the regularly scheduled meetings and shall caucus prior to the meetings.

- 39.07 In working to create a safe and healthy workplace, the JHSC shall review all lost time accidents and incident reports, will review WHMIS regulations and substances introduced into the workplace, will review air quality results, noise testing results and ergonomic reports and tests. The Joint Health and Safety Committee (JHSC) will review and support the maintenance and development of policies on the following issues; (a) Lockout/Tagout Program; (b) Guarding and training for New, Rebuilt or Relocated Equipment; (c) Departmental Noise Abatement (d) Hazardous Material Permit System and Hazardous Communication Sheets; (e) Indoor Air Quality; and (9) Infectious and Communicable Disease Training.
- 39.08 With proper advance notice to the Employer, a CAW National Health and Safety Representative may be present and participate in any meetings of the Joint Health and Safety Committee. The Representative may also investigate any critical injury or fatality, where this investigation is done openly and in conjunction with the Employer and the JHSC.
- 39.09 In negotiations, the OLG and the Union discussed their joint commitments to efforts, where feasible, to improve the interface of employees with the workplace through ergonomics. The JHSC may establish a Joint Ergonomic Sub-Committee with the objective of exploring and introducing ways to reduce injuries and illnesses through the application of ergonomics.
- 39.10 The Employer has implemented a reporting system created in conjunction with the Joint Health and Safety Committee (JHSC) and will maintain that to provide employees with a venue for submitting written health and safety complaints. The Employer will provide a summary report of complaints to the JHSC on a monthly basis.

#### **ARTICLE 40 – EQUIPMENT AND TOOLS**

- 40.01 The Employer will make available all necessary tools and equipment it requires for the performance of work assignments at no cost to the employees. Such tools and equipment will remain the property of the Employer and the employees will be required to take reasonable care of this property and may be required to sign out certain equipment and tools.

#### **ARTICLE 41 – PERSONAL PROTECTIVE EQUIPMENT**

- 41.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed by the provisions of the Occupational Health and Safety Act.

- 41.02 The Employer will also provide employees with access to winter boots, hats and jackets, complete rain apparel, and safety clothing as it deems necessary for the safe performance of their assigned duties, at no cost to employees.
- 41.03 Where an employee is required as a condition of employment to wear safety shoes, the Employer will provide each seniority employee with up to one hundred dollars (\$100) each year, towards the cost of safety shoes purchased in accordance with the Employer's program. This amount will be adjusted to \$110.00 effective January 1, 2008.
- 41.04 Where a Physician indicates in writing that an employee requires an external appliance (eg. wrist, elbow or knee brace), this will be recorded in the employee's medical file and accommodated where possible.

#### **ARTICLE 42 – HEALTH AND SAFETY TRAINING**

42.01 During the negotiations leading to the current Collective Bargaining Agreement, the parties discussed safety training needs for both JHSC members and also for employees. The Employer will work to identify training needs and will receive input from the JHSC in this regard. The Employer will provide the following:

(a) Employee Health and Safety Training

Employees with direct responsibility will receive:

- e Fire Evacuation
- e Fire Extinguisher Use
- e WHMIS
- e Safe Lifting
- Health and Safety Policy
- Scissor / forklift
- New and remodeled equipment training
- General use of Personal Protective Equipment
- CO2 Training

(b) JHSC Training

In addition to the above, the employee members on the JHSC will be offered:

- Certification Level 1
- Certification Level 2 as required
- Workplace Inspection
- Accident Investigations
- Hazard Identifications
- Work refusal training.

The Employer will pay for course material and time spent at training at the employees' regular rates. The Union and the Employer will consider the use of the Workers' Centre for the Certification training.

#### **ARTICLE 43 – CESSATION OF OPERATION**

43.01 The Employer shall advise the Union at least sixty (60) days in advance of any planned permanent shutdown of its OLG Brantford Casino facility. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.

43.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss contemplated closure with a view to providing a solution to the problem or jobs for the employees involved.

#### **ARTICLE 44 – TECHNOLOGICAL/ORGANIZATIONAL CHANGE**

44.01 Definition

"Technological/Organizational Change" is defined as a substantial change in technology to the process, equipment, or methods of organizational operation that differs significantly from those previously utilized by the Employer.

44.02 Advance Notice

If the Employer anticipates that a technological /organizational change will result in the layoff of bargaining unit employees, the Employer will advise the Union in advance, so far as is practicable.

Where such notification is practicable, the Employer will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological or organizational change and the effect the technological or organizational change may have on the working conditions and conditions of employment of other employees. The Employer is open to receiving from the Union suggestions, ways and means that the Union considers might meet the

business goals while minimizing the adverse effect upon employees concerned.

The Employer is committed to looking at reasonable training opportunities which can be utilized to move any affected employees to a new or different position with the bargaining unit at the Casino. If the change permanently eliminates a classification, the Union and the Employer will review what training would be required to work in another where there exists a need for employees. A training plan will be created if those displaced employees have the skill, ability and desire. Training under this provision is voluntary and the employee may be required to undertake some or all of it on his or her own time. The Employer may pay for the training or negotiate some arrangement with the Union and the employee. If more than twenty (20) days of training are required to fulfil the duties of the other classification, then a training plan need not be considered.

Where an employee does not desire or succeed with a training plan then she or he may elect to be laid off and may maintain recall rights or elect to forego recall rights and receive severance pay and notice.

#### 44.03 New Positions

Any new position created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

### **ARTICLE 45 – NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE**

45.01 While it is understood by both the Employer and the Union that many areas of the Employer's operation cannot be abruptly ceased (including but not limited to slots, and any employees handling money and/or chips), where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the Day of Remembrance for Women Victims of Violence. To mark the observance, the flags shall be lowered to half-staff, employees will be allowed to wear a poppy on November 11 and a public announcement will be made.

### **ARTICLE 46 – GAMING REGULATIONS**

46.01 The Employer and the Union recognize that the operations of the Employer and the employment of its employees are governed by the provisions of the Gaming Control Act of Ontario. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of this Act and any other Acts specifically regulating direct gaming. This Agreement is also subject to the authority and directives of the Alcohol and Gaming Commission of Ontario and will be interpreted as necessary to ensure compliance.

## **ARTICLE 47 – CIVIL LIABILITY**

- 47.01 If any civil action is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of their assigned duties, (a “workplace claim”) then:
- (a) The employee, upon being served with the workplace claim, must provide a copy of all the documents served to the Employer through the General Manager immediately and, if they are to have the benefit of this Article, within five (5) calendar days of service.
  - (b) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel. Should the parties be unable to agree on counsel, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of a workplace claim made against such employee if such settlement is approved by the Employer, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute negligence at his or her duty as an employee;
  - (d) The Employer shall pay any damages or costs awarded against any such employee in a workplace claim and all legal fees, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute negligence at his or her duty as an employee.

## **ARTICLE 48 – CLASSIFICATIONS AND WAGES**

- 48.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule “A” and forming part of this Collective Agreement
- 48.02 The payment of wages will be made biweekly on Thursday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.
- 48.03 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule “A” and forming part of this Collective Agreement
- 48.04 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows
- (a) Pay shortages of less than eight (8) hours will be adjusted on the next pay cheque.



- (b) Pay shortages of eight (8) hours or more will be adjusted within three (3) business days of the shortage being identified to the supervisor.

48.05 Employees to be notified by Payroll of the garnishment of their wages, with a copy of the documentation to be provided to the employee, by the employer.

48.06 The Employer agrees to provide Records of Employment within seven (7) days for layoff, discharge, maternity and parental leave situations, in accordance with the Employment Standards Act.

#### **ARTICLE 49 – REPORTING PAY**

49.01 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report to work, will receive a minimum of three (3) hours' pay at the applicable hourly rate.

#### **ARTICLE 50 – CALL IN PAY**

50.01 Employees will receive a minimum of three (3) hours' pay at the applicable hourly rate of pay, if called in outside of their scheduled hours. Full time employees may refuse a call in and part time employees may refuse if the request is made with less than forty eight (48) hours of notice.

#### **ARTICLE 51 – TRAVELLING ALLOWANCE**

51.01 Employees may be required by the Employer to travel to other work locations due to business demands or unforeseen circumstances. Employees requested to work or attend training at a location other than Brantford and are traveling outside their normal work schedule, will be paid at the applicable rate of pay and provided with mileage or expenses in accordance with the Employer's policies for other hourly direct gaming employees.

51.02 When employees travel within their normal schedule (eg. Count Team to Woodstock) they will be paid for all hours of travel to and from the remote location. When working at another OLG site, it is agreed that unless otherwise stated, the terms and conditions of employment will remain in effect as if the employees were working at OLG Brantford Casino.

#### **ARTICLE 52 – HEALTH, DENTAL AND LIFE**

52.01 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the health, dental and life insurance benefits conferred by this collective agreement are not in total substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

52.02 It is understood that the employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the

event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this agreement.

- 52.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery.
- 52.04 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums are 100% paid by the employer.
- 52.05 An eligible part-time employee is a part-time employee who has successfully completed probation and has been employed as a part-time employee for the initial waiting period required by the plans. Part time employees must meet a minimum average of 50% of regular full time hours per week (excluding overtime) to be eligible for benefit coverage. Premiums are 50% paid by the employer and 50% by the employee. Eligibility is reviewed every six (6) months.
- 52.06 Subject to any limitations below, the Prescription Drug & Health, Dental and Life insured plans will provide the following benefits for eligible full time and part time employees and for their spouse and/or eligible dependents:

**Dental**

- (a) Basic routine service, covered at one hundred percent (100%) to a two thousand dollar (\$2000) per calendar year maximum
- (b) Major restorative services covered at fifty percent (50%), to a two thousand dollar (\$2000) per calendar year maximum
- (c) Dentures covered at fifty percent (50%) to a three thousand dollar (\$3000) lifetime maximum.
- (d) Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of two thousand dollars (\$2000) for dependent children aged six (6) to eighteen (18)
- (e) Recall visits every nine (9) months
- (9) ODA Fee Guide applied will be as with all other employees and as amended from time to time.

## Prescription Drug & Health

- (a) reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. Employees will pay a one (\$1) dollar co-pay on each prescription. Prescriptions do not include over the counter drugs.
- (b) employee to be provided with a drug card
- (c) vision care is three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses
- (d) An eye examination up to a maximum of \$75.00.
- (e) private/hemi-private hospital coverage up to a maximum of one hundred and fifty dollars (\$150) per day
- (f) paramedical services (i.e. chiropractor, chiropodist, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist and speech therapist) reimbursed up to a maximum of twenty five dollars (\$25) per visit and a yearly maximum of three hundred dollars (\$300) per practitioner for each covered person once OHIP maximum is satisfied.
- (g) the purchase, repair or replacement (excluding replacement batteries) for hearing aids are covered up to three hundred dollars (\$300) every three (3) calendar years for each covered person.
- (h) orthopedic shoe coverage is one pair per calendar year up to a maximum of two hundred dollars (\$200) for each person as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and constructed for you or your covered dependent.
- (i) orthotics are covered at five hundred dollars (\$500) per calendar year, which are specifically designed and constructed for you or your covered dependent and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (j) out-of-country/province medical coverage is 90% cost of emergency medical services up to the maximum allowed under the schedule of fees published by the OMA
- (k) coverage at ninety percent (90%) for smoking cessation products, with a one thousand dollar (\$1000) lifetime maximum

## Life Insurance

### Full Time

- (a) Basic Life Insurance of one times (1X) the employee's annual base salary. Premiums are 100% paid by the employer.
- (b) Supplementary Life Insurance of one, *two* or three times (1,2 or 3 X) annual base salary. Premiums are 100% paid by the employee.
- (c) Dependant Life Insurance of five thousand dollars (\$5000), ten thousand dollars (\$10000) or fifteen thousand dollars (\$15000) for employee's spouse and each dependant. Premiums are 100% paid by the employee.

### Part Time

- (a) Basic Life Insurance of ten thousand dollars (\$10,000). Premiums are 50% paid by the employer and 50% by the employee.

## ARTICLE 53 – PENSION PLAN

- 53.01 The Employees are required to continue to participate in the Public Service Pension Plan in accordance with the terms of that Plan

## ARTICLE 54 – GRATUITIES/GIFTS

- 54.01 For the purposes of this Agreement, unless otherwise provided gratuities received by employees are not considered as part of an employee's regular hourly rate or hourly wage in any way and, without limiting the generality of the foregoing, the Employer shall not be responsible for compensating an employee for gratuities for any reason including, but not limited to, time spent by an employee on vacation, paid holiday, paid leave of absence or union business.
- 54.02 For the purposes of this Agreement, "gratuity" includes tips, T.I.T.O. slip, balance of comps applied against bills and tokens given to an employee as may be allowed by the AGCO and approved by the Employer in reasonable policies. Employees shall be permitted to accept unsolicited gifts from patrons up to a value of \$200.00.
- 54.03 Except where required by law to participate, the Employer will not have any involvement with the distribution of gratuities or gifts.
- 54.04 Gratuities are not part of wages or earnings under this agreement as they are provided at the discretion of patrons and are distributed at the discretion and direction of the employee run TIP Committees.

## **ARTICLE 55 – GAMING REGULATION AND LICENSES**

55.01 The Employer and the Union recognize that the operations of the Employer and the employment of its employees are governed by the provisions of the Gaming Control Act of Ontario. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of this Act and any other Acts specifically regulating direct gaming. This Agreement is also subject to the authority and directives of the Alcohol and Gaming Commission of Ontario and will be interpreted as necessary to ensure compliance.

Upon presentation of a receipt, the Employer will reimburse the Gaming Licence fee paid by the employee on his or her first pay cheque. If the employee's employment ends prior to ninety (90) calendar days then the fees paid will be owed to the Employer and will be withheld from any wages owing. The Employer will pay any required Gaming Licence fee for an active employee when he or she performs their regular licence renewal..

## **ARTICLE 56 – EMPLOYEE PURCHASE/REWARD PROGRAMS**

56.01 The Employer currently provides a Computer Purchase reimbursement program and the following discount memberships:

- (a) Concierge Connection
- (b) Soft Moc Member Discount
- (c) Hakim Preferred Corporation Discount
- (d) Goodlife Fitness Discount

During the life of this Agreement, each employee at Brantford will be eligible to participate in these programs on the same basis as for other hourly direct gaming employees of OLG.

## **ARTICLE 57 – BULLETIN BOARDS**

57.01 The Employer will provide the use of the entire enclosed bulletin board located in the Administrative hallway for the union to post the following notices:

- (a) Notices of union elections and election results
- (b) Notices of union meetings
- (c) Notices of union recreational and social events
- (d) Names of Committee Persons, Stewards and Executive
- (e) Local union by-laws

**(9) CAW Newsletters.**

Notices shall be endorsed / signed by the Unit Chair or designate and must be provided to the Human Resources Manager or designate prior to posting.

The bulletin board is provided for the purposes identified above and shall not be used for advertising or partisan politics. It shall not be used to demean or make derogatory comments about employees, the Employer or management of the Employer.

No other postings will be put up in the workplace.

**ARTICLE 58 – PARKING**

58.01 The Employer will make available suitable lighted parking for all employees at no cost.

**ARTICLE 59 – STAFF CAFETERIA**

59.01 The Employer shall provide a staff cafeteria facility for all employees. It shall include refrigerators and microwaves, sink, tables and chairs. Condiments, soft drinks, coffee, tea, cream and sugar and water will be available without charge and all other purchases will be made using a swipe card system. It is agreed that the cafeteria operation will be budgeted to operate on an annualized break even (+ or – 5%) basis.

**ARTICLE 60 – ACCESS AND REVIEW OF PERSONNEL FILES**

The Employer will permit an active employee, upon the employee's reasonable request, to inspect his/her personnel file and/or his medical file, at a mutually acceptable time. The employee and/or union representative with written consent from the employee has the right to obtain copies of documents in his/her personnel file and the Employer, upon the employee's request, will furnish the requested copies. The review will take place in the presence of a management representative and there will be no right to remove items from the file.

**ARTICLE 61 – LOCKERS**

The Employer will provide locker access with locks for all employees to use, and shall also provide and maintain in clean and sanitary condition dressing areas with washrooms. No representative of the Employer shall open an employee lockers including lockers located in the Tech Shop unless a Union Committee Person has been offered the opportunity to be present. The Employer understands that single access lockers are preferred by all employees and should locker space be available will move to a single access locker system.

## **ARTICLE 62 – EDUCATION REIMBURSEMENT - TUITION FEES**

- 62.01 The Employer agrees to provide full time seniority rated employees with a tuition-fee subsidy program. The purpose of the tuition-sharing program is to assist employees in continuing their education in a way which increases job performance and efficiency or equips the employee for specific tasks.
- 62.02 In order to be deemed eligible, courses of study must be pre-approved as complying with 62.01 and must be in a degree certificate or diploma-seeking program at a recognized College, University, or Trade/Technical.
- 62.03 Employees who satisfactorily complete an approved course of study will receive a refund towards the cost of the approved course. Each specific course must be approved in advance to qualify under the program. A maximum of three (3) courses in a calendar year may be approved. The maximum repayment in a calendar year for all courses is \$1500 per employee.
- 62.04 Steps to be followed in making application under the tuition-sharing program:
- (a) Once the employee has determined their possible course of study, the employee may obtain an application form. This must be completed in triplicate and submitted to the Human Resources department for consideration in accordance with the conditions in this Article. A copy of this form will be returned to the employee.
  - (b) If the application is approved, the employee may then register for the course with the school indicated in the application.
  - (c) Upon successful completion of the course, the employee must provide the Employer with an official statement of the employee's positive standing in the course and official receipts to support the cost of tuition.
  - (d) The refunded portion of the cost of the course will be declared as employee income for taxation purposes. All receipts will be returned to the employee along with the employee's refund.
  - (e) In the event a participating employee leaves the employ of the Employer for any reason after the course approval date, no refund will be made for any costs incurred in taking the course. If an employee is laid off before completing an approved course, a refund will be made upon successful completion of the course. No new course initiated by an employee while on layoff will be approved by the Employer.
- 62.05 The Employer will pay the cost to maintain any association or professional licensing fees that an individual employee is required to maintain by the Employer as a requirement of his or her position.

**ARTICLE 63 – DURATION**

- 63.01 The parties agree that the stated term of this first collective agreement shall be from the date of ratification until June 1, 2008
- 63.02 The effective date of all provisions or terms of this first collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification unless otherwise agreed.
- 63.03 Either party shall be entitled to give notice in writing to the other party as provided in the Ontario Labour Relations Act, 1995 of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry of the date of the Agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

Dated at Brantford, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2007





**SCHEDULE 'A'**

The hourly wages for employees in the bargaining unit are as set out below.

Effective May 17, 2007:

<b>CLASSIFICATION</b>	<b>START RATE 80%</b>	<b>POST PROBATION 90%</b>	<b>JOB RATE (1 YR.) 100%</b>
Count Team	14.56	16.38	18.20
Cage & Coin Cashier	14.56	16.38	18.20
Slot Attendant	13.36	15.03	16.70
Senior Slot Technician	18.96	21.33	23.70
Slot Technician	16.56	18.63	20.70
Dealer 4	12.16	13.68	15.20
Dealer 3	11.76	13.23	14.70
Dealer 2	11.36	12.78	14.20
Dealer 1	10.96	12.33	13.70
1 <sup>st</sup> Cook	14.96	16.83	18.70
2 <sup>nd</sup> Cook	14.16	15.93	17.70
3 <sup>rd</sup> Cook	13.36	15.03	16.70
Bartender	11.36	12.78	14.20
Busperson	11.36	12.78	14.20
Kitchen Helper	11.36	12.78	14.20
Food & Beverage Server	10.56	11.88	13.20
Dishwasher	10.56	11.88	13.20
Players Services Representative	15.36	17.28	19.20
PSR Lead	16.16	18.18	20.20
Gift Shop Attendant	13.36	15.03	16.70
Enviro Service Clerk	13.36	15.03	16.70
ESC Lead	14.16	15.93	17.70
Facilities Maintenance	18.96	21.33	23.70
Shipper / Receiver	13.76	15.48	17.20

### **LETTER OF UNDERSTANDING # 1 – Early Outs**

When, after sending home any applicable overtime employees, it becomes necessary to reduce the workforce for a period of less than a full shift, the Employer will first seek volunteers. Full time employees will have priority if they are prepared to use vacation or lieu time to top up. Part time employees may then elect to leave without pay. Should there still be voluntary opportunities a full time employee may elect to leave without pay although only for up to a maximum of eight hours per pay period. For the purpose of this Letter of Understanding, this involves employees in the same classification, work area and start time and shifts commencing within thirty (30) minutes of each other shall be considered as having the same start time.

If there are more employees in any of the priority groups above interested in volunteering than there are available early out opportunities, the Employer will hold a lottery.

Should there be insufficient volunteers to leave work early, then part-time employees may be sent home as long as they are paid the minimum call in.

### **LETTER OF UNDERSTANDING # 2 – Employee Uniforms/Rooms**

The Employer will determine the uniforms to be worn and will provide shirts, pants, skorts, skirts, vests and aprons as required, at no cost to employees.

Employees will be responsible for the cleaning and care of their uniforms or vests, however approved dry cleaning and alterations will be paid for by the company.

If an employee is required to change their uniform because it has come into contact with substances that render the uniform unusable or unsanitary during the course of performing duties or is no longer in good repair, the Employee will be provided with another uniform at no charge. Employees will not abuse this provision.

Upon leaving employment, an employee is required to return all uniforms and employee property provided. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two weeks of pay being withheld until such time as reasons are provided or alternative arrangements suitable to the Employer and the employee are agreed upon.

### **LETTER OF UNDERSTANDING # 3 – FT / PT Ratio**

In negotiations the parties discussed the operational needs of the Casino and the difficulties of scheduling and managing in an operation with a changing patron counts. It was discussed the full time employment and part time employment should each be used where appropriate and noted that there should be a preference for the creation of full time employment where there is a regular and consistent schedule of full time work available to be performed.

During the life of this agreement, the Employer and the Union will meet every six months and will review, by Department, the full time and part time complement, the schedules, ratios and hours of work. All information reviewed at the meeting will be provided to the Union.

### **LETTER OF UNDERSTANDING # 4 – Interrupted Lunch**

Where the Employer interrupts an employees lunch and requires that they leave to address a workplace issue then a replacement lunch period will be provided and a replacement lunch will be provided.

### **LETTER OF UNDERSTANDING # 5 - Overtime Cancellation**

Where an employee is not told within the last 1/2 an hour of his or her shift that they are not required for overtime, then they will be guaranteed at least one 1/2 hour of overtime pay.

### **LETTER OF UNDERSTANDING # 6 -Schedules**

The parties discussed schedules at great length during negotiations and the need for the employer to operate its business efficiently while ensuring that employees are able to maintain a personal / family life.

The Employer agrees that a schedule that is supported by the employees who work it is the best business practice. The Union acknowledges that scheduling is complex and impacts employees in individual ways.

Therefore it is agreed that the Union Committee and the Employer will meet within 90 days following the ratification of this agreement and continue to discuss these issues and, in particular, to discuss ways and means of implementing the use of static shifts for part time employees using seniority.

### **LETTER OF UNDERSTANDING # 7 –Supervisors Work**

Supervisors and other persons who are not in the bargaining unit will not perform the core functions of the work normally performed by the bargaining unit employees except:

- During emergency situations'
- to prevent interruptions to the business;
- to respond to guest needs;
- For the purposes of instruction or training.

The exceptions above will not be used to deprive any employee of scheduled work time.

**LETTER OF UNDERSTANDING # 8 – Paid Education Leave**

Following ratification of the first collective agreement, the Employer will pay a one time contribution towards the Union's PEL Fund in the amount of \$15,000.00.

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