

# **COLLECTIVE AGREEMENT**

By and Between:

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## **CAESARS WINDSOR**

Operated By

**WINDSOR CASINO LIMITED**

*hereinafter referred to as "the Company"*

—and—



**UNIFOR**

theUnion | Canada

UNIFOR and its Local 444

hereinafter referred to as "the Union"

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**Term of Agreement:**

**April 4, 2018 – April 3, 2021**

10090-08

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## **Article 1.        PREAMBLE**

WHEREAS the Company operates a casino in the City of Windsor; AND WHEREAS the Union represents the employees in the bargaining unit described herein;

The purpose of this Agreement is to provide for orderly collective bargaining relations between the Company and its' employees covered by this Agreement through the union, to ensure the prompt and fair disposition of complaints, to ensure the efficient operation of the Company's business without interruption or interference with work, and to set forth terms and conditions of employment. It is the desire of the Company, the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions;

Every employee has a right to work in an environment free from discrimination or harassment in accordance with the *Ontario Human Rights Code*. The Company and the Union are committed to providing such a workplace. The Company agrees to make policy that is consistent with this commitment known to all employees. The Company will investigate, correct, and strive to eliminate discrimination and harassment from the workplace that is contrary to the *Ontario Human Rights Code*, and the Union agrees to co-operate with the Company in this respect. The Company and the Union agree to comply with their obligations under the *Ontario Human Rights Code*, *Occupational Health and Safety Act*, *Workplace Safety and Insurance Act*, *Personal Information Protection and Electronic Documents Act* (where applicable), *Employment Standards Act*, and all other legislation governing the workplace;

The Company 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 Company and the Union recognize that the success of the Company and the job security of the employees depend upon the Company's success in this regard;

The Company and the Union recognize that the operation of the Casino is regulated by the Alcohol and Gaming Commission of

Ontario (the "AGCO"), and maintaining the integrity and security of the industry is of paramount importance;

The Company and the Union recognize that the operations of the Company and the employment of its' employees are governed by the provisions of the *Gaming Control Act* (Ontario) and the *Ontario Lottery Gaming Corporation Act*. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of these Acts and this Agreement is also subject to the authority and directives of the AGCO;

NOW THEREFORE, the Company and the Union hereby mutually covenant and agree as follows:

## **Article 2. RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to all employees of the Company, in the City of Windsor and the County of Essex, in the classifications listed within this Agreement, or who are assigned to new positions within classifications similar in kind or class to those listed within this Agreement which may be created during the term of this Agreement shall also be included.

For clarity, employees holding positions at the rank of supervisor or above, employees of the Human Resources Department, Legal Department, Internal Audit Department, Payroll Department, and those employed in the execution of duties confidential to the Company shall be excluded. Positions similar in kind or class to the foregoing which may be created during the term of this Agreement shall also be excluded.

The Company will provide the Union with a list of positions excluded from the bargaining unit as of April 4, 2018.

This Agreement does not apply, in any respect, to persons who are excluded from the bargaining unit as provided above.

## **Article 3.        DEFINITIONS**

In alphabetical order,

- 3.1        “Able” as is defined in Article 26.1 - Job Vacancies & Postings.
- 3.2        The term “Casual” is defined as those employees whose position are deemed to be “Casual” by the Company and are scheduled to work less than or equal to twenty-four (24) hours per week for the purpose of promotions, events, banquets, conventions, emergency situations or similar activity identified by the parties as appropriate.
- 3.3        A “common-law partner” as is defined in Article 54.4 - Bereavement Leave.
- 3.4        The term “Employee” is defined as only those employees who are represented by the Union, unless otherwise provided.
- 3.5        The term “Full-time” is defined as an employee who posts into a position that is deemed by the Company to be “Full-time” and whose regular scheduled hours are greater than or equal to thirty-two (32) hours per week (Beverage Servers 30 hrs.).  
  
The Company agrees to maximize a Full-time employee’s regular hours of work in accordance with Article 39.5 - Maximizing Shift Lengths and Article 40.4 - Union/Management Scheduling Committee.
- 3.6        A “gratuity” as is defined in Article 42.2 - Gratuities/Gifts.
- 3.7        A “gift” as is defined in Article 42.3 - Gratuities/Gifts.
- 3.8        “JEC” refers to the Joint Ergonomic Committee as outlined in Article 10.17 - Health/Safety & Environment, herein.

- 3.9 “JHSC” refers to the Joint Health and Safety Committee as outlined in Article 10 - Health/Safety & Environment, herein.
- 3.10 The term “Part-time” is defined as an employee who posts into a position deemed to be “Part-time” by the Company, and whose regular scheduled hours are less than thirty (30) hours per week.
- 3.11 The term “Peak Season” is defined as a temporary period(s) where patron counts are expected to increase. Peak periods include: Spring Breaks, Summer Break (week of Victoria Day to week of Labour Day) and Christmas Break commencing the week of U.S. Thanksgiving to the first week in January.
- 3.12 “PPE” refers to Personal Protective Equipment as outlined in Article 10.31 – Health/Safety & Environment.
- 3.13 The term “Probationary” is defined as a newly hired employee for the duration of the probationary period as described in Article 15.2 – Seniority/Loss of Seniority.
- 3.14 The term “Seniority” is defined as any employee who has satisfied the terms of the probationary period as described in Article 15 – Seniority/Loss of Seniority.
- 3.15 A “spouse” is defined as your spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with and has been living with you in conjugal relationship for the period of time prescribed by the provincial legislation.
- 3.16 “Technological Change” is defined in Article 76.1 – Technological Change.
- 3.17 The term “Temporary Part -Time” or “TPT” is defined as those employees who enter into positions deemed to



be “Temporary Part-time” by the Company.

- 3.18 A “temporary vacancy” is defined as a vacancy in a Full-time position that is known to be in excess of forty-five (45) calendar days, which the Company intends to fill.
- 3.19 The term “Utility” is defined as an employee who posts into a position the Company has deemed as “Utility” and is called upon to work irregular hours and whose scheduled hours are greater or equal to thirty-two (32) hours per week (Beverage Servers twenty-four (24) hours). A Full-time Utility employee shall have the same benefits as a Full-time Regular employee.
- 3.20 “Vacation Accrual Period” is defined as a period where vacation pay entitlement is calculated from the first day of the first pay period in July in each year and shall end at the completion of the pay period fifty-two (52) weeks later.

## **Article 4. HUMAN RIGHTS**

- 4.1 The Company and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, same-sex partnership status, sex including gender / identity expression, sexual orientation, age, record of offences for which a pardon has been granted, marital status, family status or mental or physical disability, nor by reason of Union membership or activity. It is agreed that the prohibited grounds of discrimination shall be as defined by the *Ontario Human Rights Code*.

### **Harassment in the Workplace**

- 4.2 Every employee has the right to work in an environment

free of discrimination and harassment. This right includes the responsibility to eliminate harassment in our workplace either as a participant or as an observer.

- 4.3 This Article outlines the commitment of the Company and the Union to maintain a harassment-free workplace, as required under the *Ontario Human Rights Code* and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.
- 4.4 This Article underlines the seriousness of workplace harassment and establishes that there is no acceptable level of harassment at the Company. Employees who feel that they are being harassed are encouraged to follow these guidelines.

## **Workplace Harassment Defined**

- 4.5 Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as race, national or ethnic origin, colour, religion, age, sex including gender / identity expression, marital status, family status, mental or physical disability, record of offences for which a pardon has been granted, sexual orientation, same sex partnership status or by reason of Union membership or activity. Employees are expected to treat others with courtesy and consideration and to discourage harassment.
- 4.6 The workplace is defined as any Company facility and includes all areas where Company business is carried out, including but not limited to: offices, front of house and back of house areas, cafeterias, locker rooms, conference rooms, parking lots, shuttle bus, Company events and the use of social media in a context which may be related to the workplace.

- 4.7 Workplace harassment includes, but is not limited to, the following examples:
- Unwelcome remarks, jokes, innuendos or taunting about another's body, attire, sex, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
  - Displaying sexual or racial visuals that are offensive in nature, such as pornographic pictures, posters, graffiti, cartoons or simulation of body parts.
  - Leering (suggestive staring) or other gestures.
  - Unnecessary physical contact such as touching, patting or pinching.
  - A sexual solicitation or advance made with implied reprisals if rejected.
  - Refusing to work or share facilities with another employee because of the other person's sex, disability, sexual orientation, racial, religious or ethnic background.
  - Backlash or retaliation for the lodging of a complaint or participation in an investigation.

### **What Harassment Is Not**

- 4.8 Properly discharged supervisory responsibilities including corrective direction, disciplinary action or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of the employees are not considered harassment.
- 4.9 There are occasions when unwanted offensive behaviour occurs in the workplace that is not covered by any of the prohibited grounds for harassment or discrimination as defined by the appropriate provincial legislation. Although this behaviour may be unwelcome, it is not prohibited in the workplace by the *Ontario Human Rights Code* or as noted within this Article. Behaviour of this nature is not a human rights or discrimination issue.

- 4.10 Complaints concerning behaviour that may be inconsiderate, unwanted and may have a negative effect on the workplace, but exclude elements defined as prohibited grounds for harassment or discrimination, ought to be raised with the employee's immediate Supervisor. Where this is inappropriate, a complaint may be made to the Human Resources Department and Union.

## **Filing a Complaint**

- 4.11 If an employee believes that he/she has been harassed, that employee should:
- a) Tell the alleged harasser(s) to stop;
  - b) Document the event(s), complete with the time, date, location, names of witnesses and details for each event.
- 4.12 If the harassment does not stop at this point or if the harassed employee does not feel able to approach the alleged harasser directly, the employee should immediately report the harassment to the employee's Union Representative and/or Supervisor or if this is not appropriate to the Union Equity Representative /Women's Advocate or a member of the Company's Human Resources Department.
- 4.13 The Complaint will be dealt with in accordance with the Company's Workplace Violence and Harassment Policy.
- 4.14 In minor cases, the informal intervention process may be used when so requested by the complainant. A copy of the complaint will be provided to the Union Equity Representative/Women's Advocate and Human Resource Representative.
- 4.15 Should the matter require resolution under the formal complaint procedure, a Human Resources Representative and

the Union Equity Representative/Women's Advocate will immediately commence a joint investigation of the complaint. Should relevant surveillance evidence exist that would aid in the investigation, the Company will permit the Union Equity Representative/Women's Advocate or in the absence of the Union Equity Representative/Women's Advocate, the Chairperson of the Union or alternate Union Equity Representative/Women's Advocate (if appropriate), to view the footage. The Union and the Company will endeavor to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the National Representative and/or Representative of the Vice President of Human Resources.

- 4.16 Confidentiality will be maintained by all parties with information shared on a need to know basis or where required by law.

## **Resolution of Complaint**

- 4.17 If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee.
- 4.18 After completion of a thorough investigation, if a harassment complaint can neither be proved nor disproved in the view of the investigators, the appropriate Human Resources Manager in consultation with the Chairperson will attempt to resolve the conflict in a manner that is agreeable to all parties.
- 4.19 If it is determined that the complaint has no validity and was in fact lodged with malicious intent, the initiator of the complaint may be subject to disciplinary action up to and including dismissal.

- 4.20 The investigation will be concluded in a timely fashion and the outcome of the investigation will be communicated to the parties within five (5) business days of the completion of the investigation.

### **Removal from the Workplace/Alternate Working Conditions**

- 4.21 An employee alleging harassment in the workplace is encouraged to use the procedure to resolve the complaint. However, it is agreed in principle that in serious cases or when the safety of an employee is being threatened, it may be necessary for that employee to leave the job.
- 4.22 Details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed and mutually agreed upon by the Human Rights Committee.

### **Appeal Procedure**

- 4.23 If the investigation/resolution of a prohibited ground complaint is deemed unsatisfactory by the Complainant or Respondent, he/she may contact his/her Union Representative or appropriate member of Management and request a review in writing. A Company Representative and a Unifor Equity Representative/Women's Advocate, as defined by the local union, will immediately review the facts, the process of the investigation and the investigation findings and will recommend what, if any, additional action should be taken.
- 4.24 The guidelines and the Company Policy in no way preclude the Complainant's right to seek action under the *Ontario Human Rights Code*. However, both the Union and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

- 4.25 The Union agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without written approval of the National Union Representative and written confirmation of such approval to the Vice-President of Human Resources.

## **Human Rights Committee**

- 4.26 A Human Rights Committee has been established to address human rights issues in the workplace. The Committee shall consist of four (4) representatives: two (2) representatives from the Union and two (2) representatives from the Company, who shall meet monthly. Both the Union and the Company representation will consist of one (1) female and one (1) male member.
- 4.27 All members of the Human Rights Committee shall attend regularly scheduled meetings at the workplace.
- 4.28 An alternate may attend in the absence of a regular member. The Company shall pay time spent attending regularly scheduled meetings.
- 4.29 The Union and the Company will meet to review and discuss relevant issues as well as strategies related to human rights matters in the workplace including harassment and discrimination.

## **Article 5. NURSING MOTHERS**

- 5.1 Reasonable accommodations for nursing mothers to express breast milk exist and are maintained through Security Operations. Nursing mothers are encouraged to visit Security Operations to make suitable arrangements.

## **Article 6.        VIOLENCE AGAINST EMPLOYEES**

- 6.1        The parties recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith.

## **Article 7.        WOMEN'S ADVOCATE**

- 7.1        The parties recognize that female employee's may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.
- 7.2        For this reason, the parties agree that the role of the Women's Advocate in the workplace will be served by the Union Equity Representative/Women's Advocate.
- 7.3        The Company has provided access to a private office so that confidentiality can be maintained when a female employee is meeting with the Union Equity Representative/Women's Advocate.
- 7.4        A secure locked mailbox will be provided for the Union Equity Representative/ Women's Advocate.



- 7.5 The Union will provide appropriate communications to inform female employees about the role of the Women's Advocate. The Union Equity Representative/Women's Advocate will participate in an annual three (3) day updated training program, including travel time. The Company agrees to pay for lost time including reasonable related expenses.

## **Article 8. NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE**

- 8.1 While it is understood by both the Company and the Union that many areas of the Company's operation cannot be abruptly ceased (including but not limited to slots, table games, security 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. The final determination as to which employees will be allowed to observe these minutes of silence rests with the Company. Furthermore, no patron will be inconvenienced as a result of this Article. To mark the observance the flags shall be lowered to half-staff.

## **Article 9. SUBSTANCE ABUSE**

- 9.1 The Union and the Company jointly recognize substance abuse to be a serious medical and social problem that can be successfully treated. It is in the best

interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees towards full rehabilitation. Such assistance includes but is not necessarily limited to; identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and Management Representatives alike to recognize and deal constructively with such problems as they arise.

An Employee will have access to all normal group insurance benefits while an employee is under a medically prescribed course of substance abuse treatment.

The parties shall establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Company to deal with these problems in the workplace. The committee shall enjoy the full support of both parties and shall have the authority to make recommendations to the Company regarding appropriate assessment and treatment programs, after-care and employee assistance.

The parties agree that issues with relapse following completion of a recognized treatment program will be reviewed in accordance with the Company's obligations under the *Ontario Human Rights Code*.

## **Article 10. HEALTH AND SAFETY / ENVIRONMENT**

- 10.1 The Company and the Union are committed to promoting the health and safety of all employees in the workplace and to preventing workplace violence and harassment as prescribed by the provisions of the *Occupational Health and Safety Act*.

- 10.2 The Company and the Union agree the practice of safe working habits is the responsibility of each employee. The employees will comply with all Company Health and Safety requirements as well as the *Occupational Health and Safety Act*. The Company recognizes an employee's right to refuse work as prescribed therein.
- 10.3 For the purpose of promoting the health and safety of all employees, the Company and the Union have formed the Joint Health and Safety Committee (the "JHSC") with a membership of six (6) certified individuals appointed by the Union and six (6) certified individuals appointed by the Company. The Company will make arrangements for all members of the "JHSC" to receive core certification training to be provided by the Workers' Health and Safety Centre. Each member is permitted to have an alternate.
- 10.4 A Union Representative of the "JHSC" shall accompany a Management Representative on weekly safety inspections of the workplace. At the end of such inspection the "JHSC" Representative shall meet with the "JHSC" Management Co-Chair to discuss any findings and prepare a report, a copy of which shall be given to the Union.
- 10.5 In addition to such inspections and meetings, one (1) Union Representative of the "JHSC" shall accompany (if available) a Ministry of Labour Official or a National Union Health and Safety Person on an inspection of the Company's facilities.
- 10.6 All members and alternates of the "JHSC" shall attend the regularly scheduled meeting at their workplace. Union members and alternates shall be permitted to caucus two (2) hours prior to the scheduled meeting. Caucus time and time in regularly scheduled meetings shall be paid by the Company.

- 10.7 Time spent on such inspections and meetings shall be considered time worked and the members of the "JHSC" shall be compensated at their regular rate of pay thereof.
- 10.8 In addition to the duties under the *Occupational Health and Safety Act*, the duties of the "JHSC" are as follows:
- To periodically review and investigate all lost time accidents, medical claims and near misses to determine causes and propose methods of reducing the number of injuries or accidents;
  - To receive and review copies of all accident reports, incident reports and other data pertaining to workplace health and safety;
  - To receive and review information relating to potentially toxic or hazardous substances or conditions, as well as maintain a complete updated inventory of all substances used in the workplace in compliance with the Workplace Hazardous Materials Information System (the "WHMIS") regulations and to receive prior notification of new substances that are potentially toxic or hazardous;
  - To receive and review noise and air quality sample results and make recommendations thereto;
  - To support, recommend and aid in the development of Health and Safety Procedures, as required. A copy of all procedures is made available online at [www.wclonline.com](http://www.wclonline.com);
  - To advise employees of job hazards;
  - To make recommendations to the Company with respect to safety equipment and protective clothing;
  - To make ergonomic recommendations to the Company;
  - To make recommendations regarding preventative maintenance on Casino equipment and the schedule of preventative maintenance;

- To make recommendations with respect to a hearing conservation program.
- 10.9 A National Union Health and Safety Representative may be present and participate in any meetings of the “JHSC” and will be allowed to investigate any critical injury or fatality along with the “JHSC”.
- 10.10 The Company will provide the “JHSC” a summary report of complaints received by the Health and Safety Department on a quarterly basis.

## **Injuries**

- 10.11 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 an injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee’s own doctor certifies the employee should not return to work. The Company will make available transportation for such injured employee.
- 10.12 The “JHSC” will be notified promptly in the event of a serious lost time accident or fatal accident and shall immediately conduct an investigation and provide a written report to the Local Union President, the National Union Representative and the President of the Casino. The Company will supply the Union with a copy of the Workplace Safety and Insurance Board Form 7 “Employer’s Report of Injury/Disease” on the same day it is being sent to the Board. The “JHSC” shall be provided with a copy of accident and investigation reports involving serious lost time accidents or fatal accidents.

## **Health and Safety Policies and Procedures**

- 10.13 The parties acknowledge the Company’s policies as they relate to the following procedural issues that have

been identified. The "JHSC" will assist with the development and implementation of procedural policy as it relates to the following issues, where required, as per the "JHSC". Policies are made available online at [www.wclonline.com](http://www.wclonline.com) in the Document Library. Examples of such policies include but not limited to:

- Environment
- Emergency and Disaster Preparedness
- Working Alone
- Lockout/Tagout Program
- Pre-use Inspection on New, Rebuilt or Relocated Equipment
- Medical Monitoring Programs
- Preventative Maintenance
- Confidential Medical Information

## **Health and Safety Work Refusals**

- 10.14 The Company and the Union reaffirm their commitment to provide a safe and healthy workplace for employees. The parties agree that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and cooperative manner. Further, the Company commits that the rights extended to employees by the *Occupational Health and Safety Act* as it exists at the effective date of this Agreement will remain intact, notwithstanding legislative changes that may alter these rights.
- 10.15 The Company recognizes that the workers' right to refuse to work is clearly defined in provincial health and safety legislation as of the effective date of this Agreement and is an integral part of employee rights in the workplace.
- 10.16 Moreover, the parties recognize the importance of resolving health and safety concerns before they become

work refusals and without business interruption. Within this context, the parties focused their discussion during negotiations on methods and means by which health and safety issues and concerns could be addressed in a mutually satisfactory manner such that employee health and safety work refusals should be significantly reduced in number.

## **Ergonomics**

- 10.17 The Casino has established a Joint Ergonomic Committee (the "JEC") that is committed to exploring and introducing ways to reduce injuries and illnesses through the application of ergonomics. The "JEC" is a sub-committee of the "JHSC". The "JEC" consists of four (4) members: the Union Health and Safety Co-Chair, a worker member of the Joint Health and Safety Committee, the "JHSC" Management Co-Chair (or designate) and another qualified member of the Company responsible for ergonomics. All members shall receive a minimum of forty (40) hours Ergonomic Training paid for by the Company.
- 10.18 The "JEC" will address ergonomic needs on a priority basis and work progressively toward improving working conditions. When an ergonomic concern is beyond the scope of the "JEC" and requires further expertise, a consultant may be hired to evaluate the problem. A Union Ergonomics Representative may evaluate the reports and assist the "JEC"/"JHSC" as required. When the parties agree upon ergonomic solutions they will be implemented on a priority basis.
- 10.19 In addition, where new technology is to be introduced into the Casino, the "JHSC" will be given the opportunity to review the technological changes and to make recommendations with respect to ergonomic concerns.

## **Wellness**

- 10.20 The Company and the Union agree the overall goal of the Wellness Program is to improve the health and well-being of employees, retirees and their families. The Company and Unifor are jointly committed to achieving this goal.
- 10.21 Wellness Program initiatives will continue to include but may not be limited to the following: brochures, newsletters and internet communications, promotional materials, educational programs, on-site education/screenings and individual health risk assessments.
- 10.22 As a Wellness Program is of mutual benefit to all parties concerned, we would look to Unifor to continue to fully support this initiative as a joint program. To this end, it is the intent of the parties to further develop this program with the partnership of Unifor and the Windsor Essex County Health Unit.
- 10.23 The Company will continue to fund the Wellness Program where the parties agree on a program or plan.
- 10.24 The Committee will be composed of no more than three (3) management and three (3) Union employees.

## **Employee Training**

- 10.25 The Company will provide new employees with eight (8) hours of Occupational Health and Safety training, WHMIS training (employees in the Engineering, Slot Technician, Warehouse, Security, Janitor, Groundskeeper and Casino Maintenance classifications will receive sixteen (16) hours training). Employees may be required to attend further training as prescribed by the "JHSC".
- 10.26 Union Representatives will receive the same Health and Safety training as the employees they represent.



## **Instructor Training**

- 10.27 It is agreed that two (2) instructors selected from within the workforce by the Union and trained by Workers' Health and Safety Centre would be utilized. These instructors, once trained, would be responsible to develop and deliver health and safety training programs agreed to by the "JHSC". The Company agrees to cover all costs, expenses, and lost time associated with the Instruction Training Program.

Health and Safety Instructors will attend all meetings pertaining to Health and Safety Training.

Health and Safety Instructors will receive statistical data when it relates to any Health and Safety training or initiatives.

## **First Aid and CPR Training**

- 10.28 In order that staff and patrons be further protected in the event of an emergency, all security personnel and persons required under the Workplace Safety and Insurance Board (the "WSIB") Regulation 1101 shall be trained in First Aid and CPR. The training will meet the requirements of the Heart and Stroke Foundation and WSIB. Training will be provided by the Union/Management Health and Safety trainers.

## **Hazard Reporting Process**

- 10.29 Workplace hazards are to be reported on the hazard reporting form found in Information Alley. This form is completed by the employee and submitted to their immediate Supervisor and a copy to the Union Health and Safety Representative. A response will be received within five (5) days of receipt. All submissions are reviewed by the "JHSC" each month.

## **Health and Safety Equipment**

- 10.30 The Company will provide equipment and training of such equipment for the measurement of noise, humidity, temperature and airflow, which will be available for the joint use of the Union Health and Safety Representative(s) and the Company. Requests for measurement that may require the services of an Industrial Hygienist shall be performed in conjunction with the "JHSC". Where appropriate, the Company will consider utilizing the services of the Occupational Health Clinic for Ontario Workers (the "OHCOW").

## **Personal Protective Equipment (PPE)**

- 10.31 The Company will provide employees with such protective equipment, devices and safety clothing as is prescribed by the provisions of the *Occupational Health and Safety Act* and identified as PPE by the "JHSC" and factually supported by job hazard analysis. Employees shall be responsible for the safekeeping of the items. Such equipment, devices and clothing shall be replaced at no cost to the employee if required as a result of normal wear and tear.

## **Footwear**

- 10.32 Where an employee is required as a condition of employment to wear shoes as prescribed by the "JHSC", the Company will issue a voucher valued at \$120 to each seniority employee every twelve (12) months. The voucher will have no cash value and will be redeemable at the specified, preferred vendor only for the purchase of CSA approved footwear.

Employees will be eligible for replacement prior to the expiration of twelve (12) months for safety shoes, upon department approval, due to significant wear and tear.

## **Safety Glasses**

- 10.33 The Company will establish a program for prescription safety glasses as follows:
- a) The employee works in an area where the Company requires eye protection;
  - b) The employee furnishes a prescription from a physician or optometrist.

The safety eyewear will be provided by an approved supplier chosen by the Company or covered by the employee's health and welfare benefits as provided for in Article 47 – Health and Welfare Benefits. This provision shall be in addition to an employee's entitlement to prescription eyeglasses under the current employee's benefits program. The type and style of glasses shall be provided in accordance with the current practice.

## **External Appliances**

- 10.34 The use of all external appliances must adhere to AGCO Accommodation Guidelines, where applicable.
- 10.35 The use of a physician prescribed external appliance (i.e. wrist, elbow, and knee brace) will be recorded on an employee's Disability Management File when the information is provided by the employee. Prior to the start of the first shift where the accommodation is required, the employee must furnish medical information to the Disability Management Specialist.

## **Recognition of International RSI Day**

- 10.36 Each year on the last day of February, the Company and the Union agree to promote the awareness of repetitive strain injuries ("RSI") in order to reduce their occurrence. Initiatives used to promote RSI awareness could include: safety talks, videos, disseminating written material and/or posters.

## **Article 11. MANAGEMENT RIGHTS**

- 11.1 The Union recognizes the right of the Company to operate and manage its business in all respects, including all matters not covered by this Agreement, to maintain order and efficiency in its facilities, to determine the location of its facilities, the work to be performed, the methods and schedules of performance and equipment to be used. The Union further acknowledges that the Company has the right to make and alter from time to time, reasonable rules and regulations and policies to be observed by employees, which rules and regulations and policies shall not be inconsistent with the provisions of this Agreement. All changes in the posted rules and regulations and policies must be discussed with the Union prior to being implemented. The Company will provide the Union with copies of all new policies and changes to existing policies prior to implementation.

## **Article 12. UNION SECURITY**

- 12.1 All current employees who have not done so and all new employees will be required to complete and sign an application for membership and authorization for check off of dues and initiation fees on Form A230-86, supplied by the Union to the Company.
- 12.2 Employees covered by this Agreement who are not members of the Union at the time it is ratified shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such ratification date.
- 12.3 Employees hired, rehired, reinstated or transferred into the bargaining unit after the ratification date of this Agreement and covered by this Agreement shall be re-

quired as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the bargaining unit.

- 12.4 During the life of this Agreement, the Company 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.
- 12.5 At the end of each calendar month and prior to the tenth (10th) day of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deductions made.
- 12.6 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 12.7 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union dues and/or initiation fee to be deducted pursuant to the constitutional requirements of the Union.
- 12.8 The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 12.9 The Company will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.
- 12.10 The Company will supply to the Union committee and the local Union an electronic version at the end of every month:
  - a) Employees who acquired seniority during the month;

- b) Employees transferred into or out of the bargaining unit during the month;
- c) Employees on leave of absence at the end of the month;
- d) Employees on sickness and accident and/or WSIB during the month and the date of the occurrence;
- e) Employees on layoff at the end of the month;
- f) Employees who have lost seniority during the month;
- e) Employees who have been discharged during the month;
- f) The Company will provide a monthly report that will provide the following information of all active bargaining unit employees:
  - Badge number;
  - Name;
  - Address with postal code;
  - Telephone number;
  - Date of hire;
  - Employment status Full-time, Part-time, Casual;
  - Classification;
  - Status if on Leave of Absence (i.e. Medical, Personal, etc.);
  - Effective date of Leave of Absence;
  - Hourly rate;
  - Amount of dues paid;
  - Amount of initiation fees paid;
  - Amount of skilled trades' dues paid;
  - Any new rules or policies implemented by the Company during the month;
  - The Union will receive all outstanding job task

lists as they become available and copies of all updated job task lists;

- Staffing ratio – Full-time/Part-time/Casual ratio;
- Transitional work report.

## **Unifor Skilled Trades Council Dues**

- 12.11 The Company will deduct one half (1/2) hour pay per calendar year for the Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. The first deduction will be made from employees from the first pay received after completion of the probation period.
- 12.12 Future deductions will be made in January of succeeding years or upon completion of one (1) month's work in that calendar year and will be submitted to the Financial Secretary of Unifor Local 444 along with a list of names for each deduction.

## **Article 13. UNION REPRESENTATION**

- 13.1 The Union shall have the right to elect or appoint and the Company shall recognize and pay a bargaining committee of nine (9) employees. The Company will recognize and pay two (2) additional bargaining committee members one (1) from the Security Department and one (1) from skilled trades if they are not selected through the election or appointment process of the nine (9) employees identified above. The additional two (2) will be recognized only for the duration of the bargaining process.
- 13.2 The Union shall have the right to elect or appoint twenty (20) Full-time Union Representatives whom the Company shall recognize and pay all associated employment costs; one of whom shall be the Chairperson.

- 13.3 The Union Representatives will promote and support the interests of the membership, through the prompt handling of any dispute that shall arise with the Company and protect their rights under the Collective Agreement and all relevant legislation. Such representatives shall also advocate in the areas of, but not limited to, Employee and Family Assistance Program, Women's Advocacy, WSIB, Accommodation of injured and disabled employees, the promotion of Wellness, Human Rights, Benefits, Grievance Resolution, Health and Safety, and Health and Safety training, one of which shall work out of the local Union office.
- 13.4 The Company confirms it will not at any time make application to have the Security Officers represented by another Union.
- 13.5 The Union shall provide a list of all Representatives and their Alternates, their roles and area of focus to the Company and shall keep said list updated on a regular basis.
- 13.6 All elected or appointed Representatives shall be seniority employees.
- 13.7 In the event of a layoff, Full-time Union Representatives shall continue to work notwithstanding their seniority status.
- 13.8 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Company of upcoming elections. The Company upon request will provide the Union with two (2) updated seniority lists.
- 13.9 A National Union Representative and/or Local Union Representative may be present and participate in any meeting between the Union Committee and the Company.



- 13.10 When an employee wants Union representation, he/she will call on a break, unless it is a Health and Safety issue. Where appropriate, the Manager may call on the employee's behalf.
- 13.11 Union Representatives will be allowed a training allowance in accordance with Article 56.2 – Leave of Absence.
- 13.12 The Company will recognize an Alternate Representative to replace all elected or appointed Union Representatives when they are absent due to vacation, sickness, approved leave of absence or Union leave, provided this does not adversely affect the efficient operation of the alternate's department. This shall not be unreasonably denied.

## **Hours of Work**

- 13.13 The Chairperson, Committee Persons, Health and Safety Representative, Human Rights Representative, Women's Advocate, Accommodation Benefits Representative, and WSIB Representative will normally but not exclusively work Monday to Friday during a day shift.
- 13.14 Union Representatives recognized in accordance with this Article must receive approval from the Human Resources Manager or designate prior to attending a meeting with representatives of the Company outside their regular scheduled hours. All approved hours worked are subject to the provisions of Article 38 - Overtime.

## **Union Representative Wages**

- 13.15 Employees elected or appointed as Full-time Representatives pursuant to this Article and employees appointed by the Union as Health and Safety Instructors shall be

paid hourly rates as follows:

Effective April 4th, 2018 - \$22.10

Effective April 4th, 2019 - \$22.85

Effective April 4th, 2020 - \$23.10

- 13.16 The Chairperson will be paid an hourly rate equal to the highest hourly rate in the bargaining unit. Committee Persons will be paid a \$1.00 per hour premium over and above their applicable rate of pay. Any Representative who is a Dealer will be paid the applicable Dealer rate, plus tokens in an amount equal to the weekly token payment for all compensated hours. Any Representative whose classification rate exceeds the applicable Representative rate will be paid their classification rate for all compensated hours.

### **Work Away from Casino**

- 13.17 Both parties recognize the requirement for Representatives herein to leave work during working hours to attend to Union business away from the Company without loss of pay. The Chairperson shall notify the Company when this occurs.

### **Union/Management Committee**

- 13.18 The purpose of the Union/Management Committee is to review and discuss issues relating to working conditions and the application of this Agreement as well as to analyze grievances and any other problems or issues of common interest.
- 13.19 This Committee shall be comprised of four (4) Union members and four (4) Company representatives.
- 13.20 A National Union Representative and/or local Union Representative may be present at the Management/Union meetings.

- 13.21 The committee will meet once a month. Both parties will circulate the agenda items a minimum of one (1) day in advance of the scheduled meeting.

## **Article 14. UNION DOCUMENTS / BULLETIN BOARDS**

- 14.1 The Union has the right to distribute and/or post documents that do not cause prejudice to the Company. The Company will continue to provide an enclosed bulletin board(s) at the Company's locations. Augustus break room to be included.

## **Article 15. SENIORITY / LOSS OF SENIORITY**

### **Seniority**

- 15.1 The rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Company.
- 15.2 New employees of the Company shall be considered probationary employees until they have completed sixty (60) actual days worked in any period of twelve (12) months. Upon completion of the probationary period, the employee will acquire seniority and will be given a seniority date which shall be the employee's last day of hire. The seniority list will be revised by the Company every three (3) months and posted on the Union notice board. A copy of such seniority list shall be given to the Chairperson of the bargaining unit.
- 15.3 Part-time employees will attain and accumulate seniority pursuant to the provisions of this Article and will be listed on the same seniority list as Full-time employees.

- 15.4 An employee attaining seniority shall have thirty (30) days from the first posting of the seniority list containing his/her name to advise the Company of any errors with respect to their respective seniority date. Once the thirty (30) day period has expired, the employee shall be deemed to have accepted the seniority date posted.
- 15.5 With respect to employees hired subsequent to the ratification of this Agreement, where two (2) or more employees have the same 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.
- 15.6 The Company may terminate the employment of a probationary employee without cause. In no event shall the termination of a probationary employee be arbitrary, discriminatory or in bad faith.

## **Loss of Seniority and Employment**

- 15.7 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 Company;
  - b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance and/or arbitration procedure;
  - c) If an employee overstay a leave of absence or remains away from work Without permission for a period of more than three (3) consecutive working days, without providing a cogent explanation for such absence;
  - 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 to the employees

last known address on file with the Company, without providing a reasonable explanation for such absence;

- e) If an employee is laid off for a period in excess of thirty-six (36) months;
- f) If an employee fails to report for work upon the expiration of any leave of absence without providing a cogent reason;
- g) If during a leave of absence an employee works at other employment without permission;
- h) After thirty-six (36) months of absence due to illness, work related accident or personal illness. During this thirty-six (36) months period, a temporary return to work of less than three (3) months of work, followed by a leave for the same medical reason, shall not constitute a break in this thirty-six (36) months period;
- i) A Casual employee who does not work at least one (1) scheduled shift in any month, except where such an employee's failure to work the scheduled shifts is due to being on an authorized leave of absence.

Individuals in receipt of Long Term Disability (LTD) who voluntarily resign or retire or are subject to this Article shall continue to receive LTD benefits for as long as the carrier deems them to be totally disabled from any occupation, in accordance with the provisions of the plan. LTD recipients who voluntarily resign from the Company shall have all other benefit coverage cease as of the date of resignation.

An employee who has been subject to Article 15.7 h) shall receive three (3) additional calendar months of health care benefits starting the first day of the month following the month in which the termination of benefits takes place. Employees shall receive severance and termination pay in accordance with Employment Standards Act.

## **Article 16. TRANSFERS OUT OF BARGAINING UNIT**

- 16.1 Employees who are or have been appointed or elected to a position not in the bargaining unit will not be covered by the provisions of this Agreement.
- 16.2 However, an employee transferred out of a bargaining unit shall have twenty (20) days to decide if they will remain outside the bargaining unit. If the employee returns within that time, he/she will be credited with the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit and will return to their prior position. Union dues and seniority within the Union cease once the twenty (20) day trial period has expired.
- 16.3 An employee re-entering the bargaining unit after the twenty (20) day trial period has expired are treated as a new employee for the purpose of seniority within the bargaining unit. They will however carry their accrued vacation and pension credits.

## **Article 17. STRIKES AND LOCKOUTS**

- 17.1 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slowdown in any premises of the Company, or any curtailment of work or restriction of or interference of the operations of the Company. 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 Company's operations or picket any of the Company's facilities or premises during the term of this Agreement.
- 17.2 The Company shall not call or authorize or threaten to call or authorize a lockout and no officer, official or

agent of the Company shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.

- 17.3 For the purpose of this Article "strikes" and "lockouts" are as defined in the *Ontario Labour Relations Act*. This definition of "strikes and lockouts" will remain as the Act was worded on January 1, 2001, even if the statutory definition is changed by the Provincial Government subsequent to ratification of this Agreement.

## **Article 18. UNION OFFICE / EQUIPMENT**

- 18.1 The Company will maintain Union offices located in the North Block.
- 18.2 The Company will supply the Union with computers equal to those used by their office staff. Software and peripheral equipment, including but not limited to: printers, fax machine, scanner, internet access and other appropriate office equipment.
- 18.3 The Union acknowledges that any equipment supplied by the Company to the Union office for their use shall remain the property of the Casino.

## **Article 19. TERMS OF REFERENCE / COMMITTEES**

### **Joint Consultation**

- 19.1 The Union and the Company acknowledges the mutual benefit to be derived from joint consultation and its value in maintaining and improving service to its patrons and agree therefore to consult and act on matters of common interest, as appropriate, when requested by

either party.

- 19.2 The parties agree to establish joint committees as and when required to continue effective relationships and co-operation.
- 19.3 Terms of reference and composition is decided by the parties at the time a committee is formed. The terms of reference will include the committee objective, membership and meeting frequency and times.
- 19.4 It is agreed by the parties that the joint committees shall not have jurisdiction over wages or grievances or the power to bind either the Union or the Company to any decisions or conclusions reached in their decisions.
- 19.5 It is agreed that employees shall not suffer any loss of pay for time spent on these committees.

## **Article 20. SUPERVISORS**

### **Work of Supervisors**

- 20.1 Supervisors and other employees excluded from the bargaining unit will not perform work regularly done by bargaining unit employees with the following exceptions:
  - a) During emergency situations to avoid interruptions;
  - b) For the purposes of instruction or training as may be necessary in the discharge of supervisory duties.
- 20.2 Management will notify the Union office when Supervisors will be performing the duties of bargaining unit employees.
- 20.3 The above exceptions shall not be used to deprive any employee of work time.



## **Concerns**

- 20.4 Concerns regarding Supervisor comments/actions are to be addressed to the appropriate Manager.

## **Article 21. REVIEW OF PERSONAL EMPLOYEE FILE**

- 21.1 The Company will permit an employee and/or Union Representative, upon the employee's request, to inspect his/her Employee file at a mutually acceptable time.
- 21.2 The employee and/or Union Representative has the right to obtain copies of documents in his/her employee file and the Company, upon the employee's request, will furnish the requested copies.

## **Article 22. NEW / PROBATIONARY EMPLOYEES**

- 22.1 The Company and the Union agree to provide new hires up to eight (8) hours of orientation and training in regards to the Collective Agreement and Health and Safety as well as jointly provide Harassment, Diversity and Discrimination Awareness in the Workplace. The Orientation will include informing the new employees that a Collective Agreement is in effect with Unifor. The Union will be provided one (1) hour to acquaint the employees with the benefits and duties of Union membership and their responsibilities and obligations to the Company and Union. New employees will receive a copy of the Collective Agreement during this time.

Probation – see Article 15 - Seniority/Loss of Seniority  
Seniority – see Article 15 - Seniority/Loss of Seniority

## **Article 23. PART-TIME EMPLOYEES**

- 23.1 All Articles of the Collective Agreement apply to Part-time employees, except as specifically provided (or as amended by this Article).
- 23.2 The parties recognize that the nature of the Company 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 Company will attempt to maximize the number of Full-time positions available.
- 23.3 Part-time employees will be allowed to be scheduled in excess of thirty (30) hours per week without being considered Full-time for a period not to exceed forty-five (45) calendar days in the following circumstances:
- a) When replacing employees absent due to illness or injury;
  - b) When replacing employees absent due to vacation leave or Union leave;
  - c) When working the Christmas Holiday Season (mid-December to early January);
  - d) Due to increase in patron volume as a result of unique or short term business needs;
  - e) In the event of emergency.

### **Part-time Ratio**

- 23.4 The number of Part-time employees in any department will not exceed 33% of the total number of employees in the department without the written agreement of the Union and the Company. Employees in the Banquet Department and the Colosseum/Event Department are not to be included in any calculations made pursuant to this Article.

## **Paid Holidays**

- 23.5 Part-time employees will qualify for paid holidays in accordance with the provision of Article 41 – Paid Holidays of the Collective Agreement.

## **Holiday Rotation**

- 23.6 The Part-time employees scheduled on holidays – the Company will rotate starting with the high seniority within each classification and progressing through equalization of holidays worked to ensure equal access to lieu days, Part-time preference will take precedence, as is reasonable. The Company shall post online the updated holiday rotation, following each holiday.

## **Hours of Work /Shift**

- 23.7 Part-time employees (excluding Banquet Department employees whose hours of work are covered by Article 60 – Banquet Department of the Collective Agreement) are employees who are regularly scheduled to work less than thirty (30) hours per week.
- 23.8 Part-time employees will be given shift preference by seniority. This shall not be construed as a guarantee of starting times. The Company will make reasonable effort to schedule Part-time employees in accordance with their shift start time preference. Part-time employees will be able to express their shift start time preference in writing quarterly.
- 23.9 A Part-time employee will not be scheduled to work on more than two (2) different shifts (i.e. days/swing, or days/grave or swing/grave) per pay period.
- 23.10 A Part-time employee cannot be scheduled to work more than five (5) consecutive days in a row without the employee's consent. However, during the period from

December 26th to January 1st inclusive, if the Company requires additional shifts, they will seek volunteers from the Full-time and Part-time employees to work a sixth (6th) shift. In the event there are insufficient volunteers to work a sixth (6th) shift then the Company can assign such work to qualified Part-time employees in reverse order of seniority. In no event will an employee be required to work more than six (6) consecutive shifts during this week without the employee's consent.

- 23.11 Part-time employees will not be covered by the provisions of the Agreement relating to benefits, unless otherwise provided herein.
- 23.12 The Company will provide ninety-six (96) hours' notice of its intent to change the schedule for Part-time employees.

### **Benefits – While filling a Temporary Full-time Position**

- 23.13 Part-time employees fulfilling temporary Full-time positions pursuant to Article 26.30 – Job Vacancies and Posting will be provided with Full-time benefits during that temporary work period.

### **Benefits – Optional**

- 23.14 The Company will make available to Part-time employees, on an optional basis, the following benefits coverage:
- Life Insurance of \$27,000
  - A Prescription Drug Plan (same as Full-time benefit).
- 23.15 Eligible employees who sign on for coverage must maintain election for a period of not less than twelve (12) months.
- 23.16 Part-time employees not electing to receive benefit cov-

erage as described under this Article will receive the sum of 50¢ (fifty cents) per straight time hours worked in lieu. Those employees who so elect, shall sign a Waiver indicating that they have declined coverage, which does not prevent them from applying for coverage at a later date.

## **Article 24. CASUAL EMPLOYEES**

- 24.1 Casual employees are utilized for the purpose of promotions, events, banquets, conventions, emergency situations or similar activity identified by the parties as appropriate.
- 24.2 The probationary period for a Casual employee shall be defined as sixty (60) working shifts or one (1) year of service.
- 24.3 The scheduling of the Casual employees shall be on the basis of business demands and not on the basis of shift preference. Scheduling of Casual employees shall be by classification, in order of seniority on a rotating basis.
- a) A Casual employee must submit their availability one month in advance and the Company will endeavour to accommodate this request provided it is reasonable to do so.
  - b) The Company will post the working schedules for Casual employees in the appropriate locations two (2) weeks in advance.
  - c) The Company shall give Casual employees at least ninety-six (96) hours' notice of its intent to cancel or change a shift, except in the case of Emergency. "Emergency" is defined as the cancellation of an event, function, banquet or other circumstances beyond the control of the Company.

- 24.4 The Parties recognize that split shifts may be scheduled from time to time to accommodate business levels. A Casual employee scheduled to work a split shift shall be entitled to a reporting minimum as outlined in this Article.
- 24.5 The following reporting minimums will apply should a Casual employee report to work on their scheduled shift without having been properly notified not to work and there is no work or insufficient work, except when the circumstances are beyond the control of the Company:
- Breakfast three (3) hours
  - Lunch three (3) hours
  - Dinner four (4) hours
  - Event three (3) hours
- 24.6 As a condition of payment pursuant to the above, a Casual employee must perform such work as assigned by the Company.
- 24.7 Casual employees working a shift of more than two (2) but less than five (5) consecutive hours will be provided with one (1) fifteen (15) minute paid rest period.
- 24.8 Casual employees working a shift in excess of five (5) hours will be provided with one (1) fifteen (15) minute paid rest period and a thirty (30) minute unpaid lunch period.
- 24.9 The provisions of Article 29 – Rest Periods shall apply in the event a Casual employee is scheduled to work for an eight (8) hour shift.
- 24.10 The hours of work, statutory leaves and overtime for Casual employees shall be determined in accordance with the *Employment Standards Act of Ontario*.
- 24.11 Vacation pay and paid holidays for all Schedule “C” Casual employees shall be calculated and paid in accordance with the provisions of the *Employment Standards*

*Act of Ontario.*

- 24.12 A Casual employee must be available to work when scheduled. Should a Casual employee fail to attend work for any reason other than an Emergency Leave as provided for in the Employment Standards Act, an approved medical leave, or a leave of absence as provided herein, he/she shall be subject to discipline and may be subject to termination. A casual employee shall have no more than two (2) unauthorized absences within a contract year. Discipline history is kept for a period of twelve (12) months.
- 24.13 The following articles will not apply to casual employees:
- Article 32 - Reporting Pay
  - Article 36 - Emergency Call Back Pay
  - Article 37 - Vacation Pay
  - Article 38 - Overtime
  - Article 39 - Scheduling of Shifts
  - Article 41 - Paid Holidays
  - Article 43 - Commitment Days
  - Article 47 - Health & Welfare
  - Article 48 - Pension Plan
  - Article 49 - Child Care
  - Article 55 - Tuition Fees
  - Article 56 - Leave Of Absence
  - Article 76 - Technological Change
- 24.14 The company may grant a leave of absence without pay to a casual employee subject to approval by the department, based on business demands. A casual employee requesting a leave of absence will do so in writing at least four (4) weeks prior to the commencement of the requested leave. An employee will continue to accumulate seniority while on an approved leave of absence up to thirty (30) days. Post-secondary students, whose residence is based on school attendance, seeking to return home during the school vacation period, will be required to provide proof of their alternative residence. In these

situations the department may authorize a leave of absence to cover the school vacation period. It is understood that such a leave will not be approved for New year's Eve.

Casual employees, who are not post-secondary students, may apply for a leave greater than 7 days but less than 120 for legitimate personal reasons. Approval of requests for leave of absences will be at the sole discretion of the department, based on business demands.

Casual employees will only be eligible for either a post-secondary student leave of absence or a personal leave of absence twice, in a twelve (12) month period. Casual employees may give away a maximum of 5 shifts per month subject to the provisions of Article 15.7. Give-aways may not be combined with an approved leave of absence.

## **Article 25. TEMPORARY PART-TIME EMPLOYEE (TPT)**

### **Peak Season Work**

- 25.1 TPT employees shall make themselves available to work during peak seasons which are defined as: Spring Break, Summer Break (May to September 15th) and Christmas Break commencing late November to the first week in January.
- 25.2 TPT's must commit to work during the entire scheduled peak season and eligible to work a minimum of three (3) shifts per week.
- 25.3 Part-time employee hours will be maximized within the classification prior to utilizing TPT's.

### **Eligibility / Other**

- 25.4 TPT consist exclusively of individuals holding a student status. Student status to be verified each semester. To



qualify the individual must be actively enrolled in a minimum of two (2) courses at the time of hire.

- 25.5 A TPT employee must be a minimum of nineteen (19) years of age and provide a clean Police Clearance.
- 25.6 A TPT employee can work no more than four (4) consecutive years unless he/she is pursuing post-graduate studies.
- 25.7 TPT's hired to work in Transportation must provide a clean Drivers Abstract.
- 25.8 Preference will be given to the children of Casino employees and hospitality students of approved local post-secondary schools.
- 25.9 TPT's do not accrue seniority within the Union; however, will be given preference over external candidates, provided all qualifications are equal.
- 25.10 The Union reserves the right to discontinue the utilization of TPTs should they be used in a manner not contemplated by the parties.

## **Article 26. JOB VACANCIES AND POSTING**

### **Determining Eligibility**

- 26.1 For the purpose of this Agreement, "able" means an employee who possesses the educational requirements, relevant experience and general ability to perform the work. The parties recognize that the educational requirements, relevant experience and general ability to satisfactorily perform the work, varies from one position to another. The Company has the right to establish the requirements for each position.

- 26.2 The Company recognizes the importance of maximizing job transfer opportunities for all staff. The Company recognizes that employees should be given every opportunity to advance.
- 26.3 The Company confirms that Grade 12 as a job qualification is not a barrier for internal promotions as long as applicants can demonstrate that they have the knowledge and ability to perform the job. Employees who do not meet the minimum qualifications set out in job task may be asked, depending on the position available, to complete assessment testing, including aptitude. An employee requesting feedback on areas of improvement is asked to set up an appointment with the Human Resources Department.
- 26.4 Successful applicants will be afforded required training in their new position.
- 26.5 The qualified most senior Casino wide employee will be awarded the position.
- 26.6 In the event there are no qualified applicants for a vacancy in the bargaining unit the Company will take the following steps before considering external applicants:
- a) The Company may at its discretion consider whether one (1) or more of the unqualified applicants from the bargaining unit has significant but not sufficient qualifications for the position. For example, twelve (12) months experience at a function is required and the employee has eight (8) months experience, the Employer may award the position to such applicant.
  - b) In the event there are two (2) or more applicants who are unqualified but who have significant qualifications, the Company will award the position to the most senior applicant.
  - c) The employer will exercise its' discretion to award

positions to applicants who are not fully qualified in a reasonable manner. However, it is accepted and understood that such applicants must have significantly all of the required qualifications such that minimal extra training will be required.

- d) Notwithstanding the foregoing, the fact that a particular applicant has been awarded a position pursuant to this process cannot and will not be admissible in any subsequent grievance relating to a decision of the Company to not award a particular position to a significantly qualified but not fully qualified applicant.
- e) The decision to determine whether an applicant is significantly qualified to be awarded a position rests with the Employer. The test to determine any decision to award or not to award a position pursuant to this provision is whether one decision was reasonable.
- f) The employer shall inform the Union of its rationale if requested.

## **Red Seal Certificate of Qualification**

- 26.7 During collective bargaining, the Company and the Union had discussions regarding the applicability of the "Red Seal Certificate of Qualification". In the event it is determined that the Red Seal is no longer being recognized (Inter-provincial Red Seal) in the Province of Ontario or other Canadian jurisdictions, the Company and the Union agree to amend Article 76 – Apprenticeship Program of the Collective Agreement to reflect this change.

## **Job Posting Process / Shift Vacancies**

- 26.8 In the event new jobs are created or vacancies in existing job classifications occur in the Casino, a job posting shall be issued by the Human Resources Department.

Such new jobs or vacancies will be posted for a period of five (5) calendar days in order to allow employees in the Casino to apply.

- 26.9 For the purposes of this Article, all Outlets, excluding Neros will be treated as one (1) entity.
- 26.10 Single Game Dealers have the opportunity to post for all shift and job postings. To this extent, job postings shall be subject to the provisions of this Article.

### **Shift Posting – Departmental**

- 26.11 On a concurrent basis, the shift and days off schedule associated with the vacant position shall be posted in the department within the job classification for a period of three (3) consecutive days to afford employees who are qualified and working in the classification the opportunity to post for the shift and days off schedule of this vacancy. The next one (1) subsequent shift vacancy or up to two (2) additional shift vacancies if they are prime days off (Friday/Saturday, Saturday/Sunday, Sunday/Monday) shall be posted in the same manner as above. It is the responsibility of the employee to indicate their interest in the posting in writing on a Departmental Shift Posting Form.
- 26.12 The successful applicant is notified regarding the shift posting, inclusive of shift and days off, the employee must immediately accept or decline such shift posting. Where the employee is not personally notified as being the successful applicant, the department will attempt to leave a message for the employee advising that unless otherwise notified within the following twenty-four (24) hour period, the employee will be awarded the shift posting.
- 26.13 During the above shift posting process, a Part-time employee will be ineligible to post to a Full-time shift posting.

- 26.14 A copy of each shift posting will be provided to the applicable Union Committee Person representing the department.

## **Job Posting**

- 26.15 The remaining regular Full-time or Part-time vacancy shall be filled by the successful applicant to the job posting procedure in the process described above and is subject to the provisions of this Article.
- 26.16 Where more than one (1) employee applies for a job posting, the senior applicant who is willing and able to satisfactorily perform the duties of the position will be awarded the position.
- 26.17 Employees will be allowed to transfer on two (2) permanent and three (3) temporary postings per twelve (12) month rolling period. If an employee exhausts their permanent transfer opportunities and has been affected by a layoff, they will be permitted to apply on one (1) additional permanent posting.
- 26.18 Employees on pregnancy or parental leave, on an approved leave of absence pursuant to a bona fide disability as contemplated by the *Ontario Human Rights Code*, on a leave of absence pursuant to Article 56 – Leave of Absence, or during the last thirty (30) days of an education leave pursuant to Article 56 – Leave of Absence shall be entitled to post on positions during their leaves of absence.
- 26.19 Should such employees be the successful applicant, the position will be filled pursuant to the provisions of this Article, until such time as the person on leave returns to work.

## Multiple Postings

- 26.20 Notwithstanding the provisions of this Article, when the successful candidate has one (1) or more other applications made during the five (5) calendar day posting period for the original position pending, the successful candidate will be notified within four (4) calendar days of the posting coming down. Thereafter, the following procedure will apply:
- 26.21 Within twenty-four (24) hours of being advised they are the successful candidate, the employee must:
- a) Accept the original position; or
  - b) Conditionally accept the original position, subject to the provisions below; or
  - c) Decline the original position.
- 26.22 In the event the successful applicant accepts the position, they will no longer be considered for any of the other positions they applied for during the five (5) calendar day posting period.
- 26.23 In the event the successful applicant declines the position, the employee will remain eligible for any other positions they have made application for and the provisions of Article 26.17 will not apply.
- 26.24 In order to conditionally accept the position, the successful candidate must indicate to the hiring Manager those other position(s) the employee has applied for during the original five (5) calendar day posting period which the employee would prefer over the position they have conditionally accepted. These position(s) must be ranked by the employee in order of their preference to the hiring Manager.
- 26.25 In the event the employee is the successful applicant for one or more of their preferred positions, they will be awarded the highest ranked of these preferred positions

for which they were successful and the provisions of Article 26.22 will apply.

## **Placement**

- 26.26 The successful applicant will be placed in their new position as soon as possible once their previous position has been filled by a qualified person. In the event an employee is not placed in their new position after thirty-one (31) days, thereafter the successful applicant will be paid at the higher rate of their current or awarded position and shall receive greater employment benefits of the two, until such time as they are placed in the position.
- 26.27 Once an applicant has been notified they are the successful applicant for a posted position, including shift and days off, the employee shall immediately accept or decline the position. Upon acceptance of a position, the employee will only be able to vacate this position pursuant to the provisions of Article 26.29 or if they post to a different position or are displaced as a result of lay-off, pursuant to Article 58 – Layoff and Recall.
- 26.28 When an employee commences a new position, a full review of the procedures for that area will be given immediately. Discipline and a review of procedures will not be done at the same time.

## **Trial Period**

- 26.29 The successful bidder will be subject to a trial period of twenty (20) working days. Such period may be extended up to an additional ten (10) days. At or before the ten (10) day mark, a meeting will be held with the employee and the Union to review progress. If an employee does not successfully complete the twenty (20) day trial period, the employee will be returned to his/her previous position (including shift and days off). With the exception of employees posting from layoff status, the

transfer counts towards the transfer limit. 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. Where an employee requests a voluntary send back from a position, the employee will be disqualified from posting on that position for a period of twenty-four (24) months.

### **Temporary Full-time Postings**

26.30 A "temporary vacancy" is defined as a vacancy in a Full-time position that is known to be in excess of forty-five (45) calendar days, which the Company intends to fill. When a temporary vacancy occurs, it shall be posted in accordance with the following procedure:

- a) Temporary vacancy shall be posted Casino-wide in accordance with the provisions of Article 26.8 of the Collective Agreement.
- b) In the event there are no applicants for a temporary posting or no employee is the successful applicant for a temporary posting, the Company may fill the temporary vacancy in such manner as it determines.
- c) In any case, only the original temporary vacancy and first one (1) subsequent vacancy needs to be posted. Thereafter, the Company may fill the temporary vacancy in such manner as it determines.
- d) An employee who is the successful applicant for a temporary posting will be afforded the benefits associated with the position during that temporary work period.
- e) An employee who is the successful applicant for a temporary vacancy shall retain the right to return to their regular position with shift and days off, if available, at the completion of the temporary vacancy, seniority permitting. In the event an em-



ployee does not have the seniority to return to their regular position at the completion of the temporary vacancy or if the position no longer exists, the employee will displace the junior employee in the classification, seniority permitting or will be considered as laid off and the provisions of Article 58 of the Collective Agreement will apply.

- f) An applicant for a temporary vacancy must be able to perform the duties of the position as defined in Article 26.1 of the Collective Agreement.
- g) In the event an employee is the successful applicant for a job posting, including a posting for new days off and/or shift in their regular classification during the term of a temporary posting, they must complete the full term of the temporary posting before being moved to the new position.
- h) Upon completion of a temporary posting, an employee will be placed in their new position with the days off and shift as per the job posting in above or returned to their previous classification with their days off and/or shift, if available.
- i) This provision shall also apply to any employee backfilling a subsequent temporary vacancy as provided in Article 26.30 c) above.
- j) In the event there is no qualified applicant for a temporary posting in the bargaining unit and before such training is offered to a new hire, the Company will offer training to the most senior unsuccessful applicant still interested in the temporary vacancy, in order of seniority.
- k) An employee filling a temporary vacancy is prohibited from applying for another temporary vacancy if the employee will be required to leave that temporary vacancy before completion of the term of the temporary posting.

## **Article 27. HOURS OF WORK - GENERAL**

- 27.1 The Company and the Union agree the sustainability of the business is dependent upon its ability to efficiently meet patron demands while balancing the needs of its employees. The Company's primary business is normally conducted on evenings, weekends, holidays, and during peak seasonal periods.
- 27.2 For the purpose of payroll, the pay week commences at 11:00 p.m. Saturday to 10:59 pm the following Saturday. A pay period consists of two (2) consecutive pay weeks.
- 27.3 In general, the normal hours of work for all employees shall be eight (8) hours per day (six (6) hours for Beverage Servers) and the normal work week shall be five (5) days, both as established by the departmental schedules of work.
- 27.4 Notwithstanding the provisions of this Article, where the Company and the Union agree, employees in certain classifications may be regularly assigned more than eight (8) hours per day or forty (40) hours in a week, provided the employees' regularly scheduled biweekly hours do not exceed eighty (80).
- 27.5 A Full-time Utility employee shall be scheduled a minimum of thirty-two (32) hours per week with the exception of Beverage Servers who are scheduled a minimum of twenty-four (24) hours per week.
- 27.6 All hours of work are established by departmental schedules. The normal daily or weekly hours of work shall not be construed as a guarantee of minimum number of hours.
- 27.7 Unless otherwise agreed by the Company and the Union, all employees shall receive two (2) consecutive

days off per week.

- 27.8 Split shifts are allowed for Banquet staff and Casual staff.
- 27.9 Unless otherwise provided in this Agreement, employees shall receive a thirty (30) minute unpaid lunch period, provided the employee is working a shift in excess of five (5) hours.
- 27.10 Full-time Regular employees will be assigned a fixed shift with fixed days off. Employees shall pick the shift they work and the days off they receive, by classification, in order of seniority. Except in cases of layoff or emergency, templates will be posted fourteen (14) days in advance.

## **Article 28. SHIFT PICKS**

- 28.1 Full-time Regular employees will be assigned a fixed shift with fixed days off. Employees shall pick the shift they work and the days off they receive, by classification, in order of seniority.
- 28.2 Full-time Utility employees can only pick in shifts identified as utility shifts.
- 28.3 Shift pick must occur prior to or at the same time as Vacation pick to be done. Effective July 1<sup>st</sup>, of each year.

## **Article 29. REST PERIODS**

### **Schedules of 8 Hours**

- 29.1 Unless otherwise provided herein, employees will be provided with a fifteen (15) minute paid rest period during each half of the 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. An employee's lunch period shall commence within three (3) to five (5) hours of shift start. Employees will also be provided with a fifteen (15) minute paid rest period if they are scheduled to work more than one (1) hour of overtime beyond their regular shift. This rest period shall be taken at the completion of their regular shift.

- 29.2 Notwithstanding the provisions of this Article, the Company and the Union may agree that employees in certain classifications may take their rest periods at different times and in a different manner than specified in this Article.
- 29.3 An employee, who works more than two (2) hours of continuous overtime prior to the commencement of the employee's shift, will be entitled to one (1) paid fifteen (15) minute break immediately prior to the commencement of the employee's regular shift, if the shift is for eight (8) hours.
- 29.4 There is to be at least eight (8) hours between shifts. This also applies to situations resulting from shift switches or giveaways.

## **Schedules of 6 Hours**

- 29.5 Employees working shifts of six (6) hours will be provided with one (1) fifteen (15) minute paid rest period and one (1) unpaid thirty (30) minute lunch.

## **Engineers / Security / IT Computer Technicians**

- 29.6 During an IT Computer Technician, Engineer or Security Officer's meal break their radios will remain on. If called off their meal break they will be paid 1/2 hour overtime and given additional time to complete their lunch break.

## **Maintenance Department**

- 29.7 The Company and the Union recognize that as a result of operational and regulatory requirements relating to the monitoring of systems, it may be necessary for Supervisors to relieve employees in the Maintenance II – BOME classification for their breaks. Where it is identified that such a situation is necessary, the employee in this area will receive a paid lunch period.

## **Table Game Dealers**

- 29.8 Notwithstanding the provisions of Article 29.1, Table Game Dealers shall work on a schedule whereby during the course of a full shift, they will receive six (6) twenty (20) minute breaks (on a 60-20 basis). Dealers shall be paid for all time spent on breaks, less thirty (30) minutes per shift. Dealers in training for a full shift will be paid for a straight eight (8) hour day.

## **Poker Room Dealers**

- 29.9 Notwithstanding the provisions of Article 29.1, Dealers scheduled to work in the Poker Room will work on a schedule whereby during the course of a full shift, they will receive four (4), thirty (30) minute breaks (on a 90-30 basis).

## **Bathroom Breaks**

- 29.10 The Company agrees employees will have the right to relieve their bodies in a timely manner. The Company agrees that employees requiring emergency relief will be relieved in a timely manner.

## **Article 30. SWITCHING SHIFTS**

- 30.1 If an employee wishes to switch a shift with a co-worker in the same classification, the employees involved must notify the Company in writing, on a form to be supplied, a minimum of forty-eight (48) hours prior to the shift, except in cases of emergency.
- 30.2 Both employees must sign the form setting out when this will occur. Approval of such requests will not be unreasonably denied. The Company will post notice of the approval in the department and online as soon as practical. Once the shift switch is approved, it will not be cancelled without good and sufficient reason.
- 30.3 Copies of switches that exceed thirty (30) calendar days will be provided to the Union Chairperson when requested. The parties agree that where the Union Chairperson identifies a long term switch (exceeding thirty (30) calendar days) is being used to circumvent the process of selection of shifts and days off by seniority, a meeting will be scheduled with employees involved to address the situation at the request of the Union Chairperson.

## **Article 31. SHIFT GIVEAWAY**

- 31.1 If an employee wishes to give away a shift to a co-worker in the same classification, with equal qualifications, the employees involved must notify the Company in writing, on a form to be supplied, a minimum of forty-eight (48) hours prior to the shift, except in cases of emergency. Both employees must sign the form setting out when this will occur.
- 31.2 Approval of such requests will not be unreasonably denied. No Full-time employee can give away more than

two (2) shifts in the same pay period. No Part-time employee can give away more than one (1) shift in the same pay period. The Company will post notice of the approval in the department and online as soon as practical. Once the shift giveaway is approved, it will not be cancelled without good and sufficient reason.

- 31.3 The Company will not be responsible or liable for over-time 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 two (2) shifts on the same day as part of the exchange or giving away of shifts.
- 31.4 No employee shall accept or solicit any monetary or other type of gain as the result of a shift giveaway or shift switch. Any infraction of this Article will result in appropriate disciplinary action.

## **Article 32. REPORTING PAY**

- 32.1 When an employee reports for work at the customary time scheduled for him/her without being notified to the contrary and is assigned less than or the equivalent of four (4) hours of work, he/she shall be paid at least four (4) hours at the employee's base rate of pay, except when the circumstances are beyond the control of the Company.
- 32.2 As a condition of payment pursuant to Article 32.1, above, the employee must perform such work as is assigned by the Company.

## **Article 33. GRACE PERIOD**

- 33.1 Employees are expected to arrive and be ready to work on time. There is a six (6) minute grace period. The

grace period is a privilege and is provided in the case of exceptional circumstances and shall not be abused. Abuse is defined as three (3) missed start times within a six (6) month period. Any employee who loses their grace period, will not have it reinstated for a period of twelve (12) months. Any employee who loses their grace period three (3) times, will have it permanently revoked.

## **Article 34. SWIPING IN / OUT**

- 34.1 Employees may swipe in within sixty (60) minutes before the start of a shift and swipe out within thirty (30) minutes after the end of a shift.
- 34.2 It is an employee's responsibility to report a swipe card that does not work. If it is proven that the card is defective, any related discipline will not stand.
- 34.3 Employees do not have to be in uniform when they swipe in or out.
- 34.4 A swiping infraction will remain on the employee's record for a rolling period of six (6) months.

## **Article 35. UNSCHEDULED ABSENCE CALL-IN PROCEDURE**

- 35.1 Employees must report their absence no later than two (2) hours prior to shift start. The Employee must then call-in each subsequent day or shift as the case may be.
- 35.2 Employees are asked to call 519-985-5900, a special phone number to report their absence. A confirmation number will be provided to the employee as a record of the call. The Guest Services Representative/Message



Manager will notify any department that does not operate on a twenty-four (24) hour schedule. Should the employee's call be forwarded to the Message Manager, a confirmation number will not be provided at the time of call.

- 35.3 Employees may also report their absence online by logging into [www.wclonline.com](http://www.wclonline.com).
- 35.4 The Company recognizes that in managing its attendance program in the event of absences and lateness during inclement weather, it must consider the explanations and weather circumstances prior to imposing any attendance discipline.

## **Article 36. EMERGENCY CALL BACK PAY**

- 36.1 Employees will receive four (4) hours pay at their straight time hourly rate of pay or the applicable overtime rate of pay for all hours worked, whichever is greater, if called in outside of their scheduled hours.
- 36.2 This minimum does not apply when employees work into their regularly scheduled workday.

## **Article 37. VACATION WITH PAY**

- 37.1 Employees who have completed less than one (1) years' service with the Company on June 30th of any year will receive vacation pay equal to four percent (4%) of the employee's gross wages during the applicable vacation pay accrual period. They will also receive a pro rata portion of one (1) day of vacation time for every two hundred (200) paid hours during the applicable vacation pay accrual period.

- 37.2 Vacation pay entitlement shall be calculated from the first day of the first pay period in July in each year and shall end at the completion of the pay period fifty-two (52) weeks later. This period shall be defined as the "vacation pay accrual period".
- 37.3 Employees who have completed one (1) years' service with the Company on June 30th of any year will receive two (2) weeks' vacation and will receive vacation pay equal to four percent (4%) of the employee's gross wages during the applicable vacation pay accrual period.
- 37.4 Employees who have completed five (5) years or more service with the Company on June 30th of any year will receive three (3) weeks' vacation and will receive vacation pay equal to six percent (6%) of the employee's gross wages during the applicable vacation pay accrual period.
- 37.5 Employees who have completed ten (10) years or more service with the Company on June 30th of any year will receive four (4) weeks' vacation and will receive vacation pay equal to eight percent (8%) of the employee's gross wages during the applicable vacation pay accrual period.
- 37.6 Employees who have completed twenty (20) years or more service with the Company on June 30th of any year will receive five (5) weeks' vacation and will receive vacation pay equal to ten percent (10%) of the employee's gross wages during the applicable vacation pay accrual period.
- 37.7 A vacation request schedule shall be finalized by March 31st of each year in order to allow employees to indicate when vacation is desired. Employees will be given preference for vacation entitlement in accordance with seniority, by classification and will pick two (2) weeks of

vacation by order of seniority and the second round they will pick their remaining vacation by seniority.

- 37.8 For the purpose of this Article, "gross wages" is defined as an employee's regular hourly earnings, overtime earnings, paid leave of absence earnings, vacation pay and holiday pay received during the period in Article 37.2 above. It is specifically understood that "gross wages" does not include any gratuities received by the employee.
- 37.9 An employee whose employment terminates for any reason prior to June 30th in any year shall receive vacation pay on a pro rata basis.
- 37.10 Full-time employees must take their full vacation time each year. Part-time employees will be offered their full vacation entitlement, but must take at least one (1) week of vacation each year. All vacation must be taken in one (1) week blocks. Under exceptional circumstances, unused vacation may be held over to the next vacation year with the written permission of the Vice President of Human Resources.
- 37.11 The Employee may decline to take vacation time if there are no dollars in their vacation bank as a result of an extended leave of absence from the previous year. The exception is, unless such vacation is a requirement as defined in the *Employment Standards Act*.
- 37.12 If there are no dollars in the vacation bank due to an extended unpaid absence in the previous year, employees will not be forced to take more than one (1) week of vacation time.
- 37.13 Employees will be paid vacation pay as follows:
- a) Employees who are taking a week of vacation will be paid for that week or to the maximum that they have accrued based on the percentage of their gross

wages accumulated to the time of the vacation.

- b) Vacation pay not paid out to the employee by June 30th in each vacation year shall be paid out no later than the first pay period following that date.
- c) Part time employees will have the annual option to be paid 3 or 5 vacation days per week of vacation.

37.14 Continental shift arrangements may require a separate vacation scheduling practice which will be identified by the Scheduling Committee.

## **Vacation Payout**

37.15 During negotiations, the parties discussed the payment of vacation pay as outlined in Article 37.13 for employees on an approved leave of absence. It has been determined that employees who are on an approved leave of absence, should have the option of not receiving their vacation pay on June 30 of that year. To that end, the parties agree:

- a) Any employee who will be on an approved leave of absence as of June 30th of a given year may, by written request to the Human Resource Department no later than June 7th, ask that they not be paid out their vacation pay on June 30th.
- b) That the deferred vacation pay will be paid out to the employee upon the employee's return from the approved leave of absence or upon written request of the employee to the Human Resource Department, whichever is first.

37.16 When transferring out of the Dealer classification, the employee will receive the \$5.50 vacation top-up for vacation hours earned but not utilized to date of transfer. This top-up is paid at the time the vacation is taken.

## **Article 38. OVERTIME**

- 38.1 All time worked by an employee in excess of eight (8) hours in a day or forty (40) hours in a week (or in excess of an employee's scheduled daily or weekly hours in the case of an employee working a longer daily shift pursuant to Article 27 – Hours of Work) will be paid at the rate of time and one-half the employee's regular straight time rate. Where an employee is absent due to bereavement, vacation leave, paid sick days or a lieu day (paid or unpaid), such hours not worked will count towards calculating the hours referred to herein.
- 38.2 For the purpose of this Article, the "week" commences at 11:00 p.m. Saturday. For the purpose of this Article, a "day" means a calendar day commencing at 11:00 p.m.
- 38.3 In no case shall there be duplication or pyramiding of overtime or any other premium compensation.
- 38.4 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 41 – Paid Holidays, 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.
- 38.5 Such excess hours worked above shall be defined as additional hours which were offered by the Company to the employee and not hours which were accepted to satisfy an exchange of shift between two (2) employees.

### **Overtime Equalization**

- 38.6 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.

- 38.7 When the Company requires employees to work overtime, the Company 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 will be invited to work overtime by way of signup sheet, to be posted in a common area at shift start. The sheet will be removed one (1) hour past shift start.
  - c) If insufficient employees volunteer to work overtime, the Company will call in Part-time employees, by seniority on a rotating basis. Failing which, the Company will advise the Union and the Union agrees to cooperate with the Company in attempting to provide sufficient qualified workers to perform such work.
- 38.8 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.
- 38.9 The Company shall post lists showing the hours of overtime worked by employees in each classification bi-weekly. There shall be separate lists for Full-time and Part-time employees. Such lists shall be made available for review of the applicable Union Representative when requested. Overtime equalization lists will be posted online as soon as practical.
- 38.10 The Company will not abuse the provisions of this Article. The Company will address issues of abuse promptly through complaints raised and/or the grievance procedure.

## **Article 39. SCHEDULING OF SHIFTS**

### **Scheduling Hours of Work**

- 39.1 It is recognized the Company has the right to schedule the hours of operation and employee hours of work to meet the changing needs of the business. It is further acknowledged the Company acknowledges the need to appreciate an employee's requirement for work life balance. Shift patterns and scheduling priorities will acknowledge this along with operational needs.
- 39.2 The Company and the Union agree the business pattern for this industry is in flux and will make reasonable efforts to plan for known occurrences (such as promotions, events, New Year's and other holidays), where additional employees may be required, shall be accounted for when shifts are being arranged. Requests for time off will be taken into consideration and become part of the planning process.

### **Posting Shift Schedules**

- 39.3 The Company will post the various working schedules in appropriate location two (2) weeks in advance. The Company will give at least four (4) calendar days' notice of its intent to change an employee's schedule, except in cases of emergency.

### **Shift Cancellation**

- 39.4 When an employee reports for work at the customary time scheduled for him/her without being notified to the contrary and is assigned less than four (4) hours of work, he/she shall be paid at least four (4) hours at the employee's base rate of pay. Part-time employees will be sent home prior to Full-time employees in order of seniority, within the same classification. Not to be used as a scheduling tool.

## **Maximizing Shift Lengths**

- 39.5 While the Company is entitled to schedule shifts of various lengths as provided for in this Agreement, the Company will maximize the length of shifts through the work week before instituting a shift of lesser duration.

## **Article 40. UNION / MANAGEMENT SCHEDULING COMMITTEE**

- 40.1 The Scheduling Committee provides guidance, assistance and recommendations to operations in the creation, protection or enhancement of shift schedules and their associated written agreements.
- 40.2 Management acknowledges the need to appreciate an employee's requirement for work life balance. Shift patterns and scheduling priorities will balance this need along with operational needs.
- 40.3 The Scheduling Committee will meet monthly and shall consist of five (5) members. The Labour Relations Manager, the Senior Manager of Financial Planning and the Director of the applicable Department from the Company and the Chairperson and the applicable Committee person from the Union.
- 40.4 The determination of scheduling needs rests with management and the scheduling must be in accordance with that demand and due consideration to safety, Scheduling Committee recommendations, work life balance, maximization of shift lengths and optimization of full time positions in accordance with the provisions of the collective agreement.

Should the Scheduling Committee not reach an agreement on a scheduling issue, the matter at issue may be elevated by the Union. The Company will review data



presented by the Union concerning staffing complements. The Company will provide a response in writing, including any rationale/data for their decision. Should the Union not be satisfied with the Company's position, they may request a meeting with the Local Union Officer/Liaison and the Vice President of Human Resources and the appropriate operational Vice President to discuss for resolution.

- 40.5 A shift pattern needs to recognize that demand will be higher on certain days and times in the week and the need to have employees available to meet that demand is an over-arching principle.
- 40.6 Both parties must agree on a new scheduling practice prior to implementation. Any major change to a schedule will require a review by the Scheduling Committee, and consideration of the Scheduling Committee's recommendations prior to the changes being implemented. The Scheduling Committee will meet prior to shift/vacation picks for review.
- 40.7 The Company and the Union discussed and recognized the importance of preserving Full-time jobs. The parties agree to address abuses that may occur regarding shift giveaways and shift pickups. That is, the parties agree to address Full-time employees working Part-time hours on a regular basis or Part-time employees having a pattern of being absent on scheduled days during the same pay period in which the employee has accepted one (1) or more shifts from other employees.

### **Shift Pattern Considerations**

- 40.8 Shift lengths and start and finish times shall be determined by business demands.
- 40.9 Rest days are scheduled no less than two (2) together. Should an employee be scheduled for a ten (10) hour

shift, rest days shall be scheduled consecutively.

- 40.10 There should be no more than six (6) consecutive shifts before a rest day.
- 40.11 Regular shortfalls should be accommodated through the intelligent use of flexible working opportunities to fill areas of peak demand.
- 40.12 Continental Shift rotations will be considered part of the mandate of this Committee, including the current Slot Technicians schedule of a twenty-eight (28) days period. Notwithstanding the provisions of Article 27 – Hours of Work, the hours of work are assigned on a fixed days off basis, within the twenty-eight (28) day schedule, per current practice.

## **Temporary Transfers**

- 40.13 An employee temporarily transferred by the Company to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification. An employee who does not meet the minimum qualifications of a classification, who is temporarily transferred by the Company and performs substantially all of the associated duties of the classification a minimum of five (5) times in a twelve (12) month period will be deemed qualified. The onus of responsibility will be on the employee to notify HR Services before the posting comes down that they have worked a minimum of five (5) times in the position in order to be considered for the posting. If the classification has a required test the employee will be eligible to test.
- 40.14 An employee who is transferred by the Company 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.

- 40.15 An employee exercising seniority rights to transfer to a lower rated position in the bargaining unit will receive the rate of the lower classification.
- 40.16 When a temporary transfer is required the Company will canvass volunteers by seniority in the classification, by department on-shift. If no volunteers are available, the Company will assign the transfer to the lowest seniority employee available on-shift.
- 40.17 An employee transferred to a different classification on a holiday, as specified in Article 41 – Paid Holidays, that employee will be given the option of banking the lieu day at their regular rate of pay.
- 40.18 Not to be used as a scheduling tool.

## **Article 41. PAID HOLIDAYS**

- 41.1 The Company will pay all seniority employees their regular straight time hourly rate of pay for all paid holidays set out in this Article, provided the employee qualifies for the pay.
- 41.2 In order to qualify for holiday pay, a seniority employee must work on his/her last scheduled workday preceding the holiday and on the employee's first scheduled workday after such holiday, unless the employee is on vacation or an absence, which will include a personal leave of absence, approved by the Company.
- 41.3 In order to receive holiday payment when the employee claims to have been absent on a qualifying day due to illness, the employee must have seen a medical practitioner on the day of illness, and provide a certificate stating that the employee was unfit for work on

that day(s). As well, the certificate must be dated the day of the absence and submitted to the Company on the day the employee returns to work. In cases when a statutory holiday falls within a vacation period, the last scheduled workday before a statutory holiday and the first scheduled workday following a statutory holiday shall mean the scheduled workday that falls immediately before or after an approved vacation period.

41.4 If a seniority employee works on a paid holiday, providing the employee otherwise qualifies for holiday pay pursuant to Article 41.2 and 41.3, then the employee may elect one of the following:

- a) To be paid for all hours worked on such day at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to their regular pay; or
- b) To receive payment per a), and elect to take an unpaid alternate day off; or
- c) To be paid for all hours worked on such days at the rate of one and one-half (1 1/2) times their regular rate of pay and to have an alternate day off at regular pay.

41.5 If an employee does not elect any of the above options c) shall be the default. If a Full-time employee is not scheduled to work and otherwise qualifies for holiday pay pursuant to Article 41.2 and 41.3, the employee may elect to be paid for the holiday or to take an alternate day with pay. All paid or unpaid alternate days off must be taken within fifty-two (52) weeks after the holiday, at a time mutually agreed upon by the Company and the employee. Should the day not have been taken by this time, the employee will receive equivalent pay for a paid lieu day and will forfeit the paid or unpaid alternate day off.

- 41.6 When an employee transfers into another job classification, he/she will receive payment for all outstanding paid alternate days off. Full-time staff retains unpaid alternate days off, including any resulting from the days for which payment was received for under this Article. If an employee requests payment by separate cheque, the payment will be made by thirty (30) calendar days as of the date of transfer.
- 41.7 For the purpose of this Article only, an employee shall be considered as working on a holiday on any shift that commences on or after 11:00 p.m. on the day before a holiday but before 11:00 p.m. on the day of the holiday.

The parties recognize the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	

- 41.8 In the event a paid holiday is observed within an employee's vacation period, the employee will have the option of extending his/her vacation period by an additional working day. There will be no blackouts.
- 41.9 In addition to the paid holidays listed in Article 41.7 above, employees will also receive up to three (3) Paid Personal Holidays ("PPH Day") per contract year (April 1st to March 31st). There shall be no carryover of PPH days beyond March 31st in any year. If an employee has not scheduled their PPH days by the last day of the first pay period in March in any year, it will

be paid out before March 31st. The employee must have had at least:

1600 compensated hours, 1500 compensated hours for Dealers, 1200 compensated hours for Beverage Servers during the 26 pay periods prior to April 1st each year.	Three (3) Days
1067 compensated hours, 1000 compensated hours for Dealers, 800 compensated hours for Beverage Servers during the 26 pay periods prior to April 1st each year.	Two (2) Days
534 compensated hours, 500 compensated hours for Dealers, 400 compensated hours for Beverage Servers during the 26 pay periods prior to April 1st each year.	One (1) Day

Compensated hours are defined as:

- Hours worked
- Paid holidays
- Vacation days
- Approved paid leaves
- Approved WSIB claims
- Pregnancy or Parental leaves.

## **Article 42. GRATUITIES / GIFTS**

- 42.1 For the purpose of this Agreement, unless otherwise stated, 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 Company 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.

- 42.2 For the purpose of this Agreement, "gratuity" includes tips and tokens given to an employee by a guest.
- 42.3 For the purposes of this Agreement, "gift" shall mean any non-monetary token of appreciation given to an employee by a guest. Employees shall be permitted to accept unsolicited gifts from patrons up to a value of \$250.
- 42.4 Gratuities, regardless of amount, signed by a customer on that guest's credit card shall be paid to the employee in cash immediately or at the end of the shift, providing the employee has properly processed and verified the credit card.
- 42.5 All tips received by employees in the Food and Beverage Department are the property of the employees.
- 42.6 All Resort Operations Cashiers (Food and Beverage and Transportation) will retain their own tips.

## **Article 43. COMMITMENT DAYS**

- 43.1 In order to allow employees to request additional time off for commitment days, each department will maintain a commitment book. The Company will indicate in each book the number of employees in each classification who are eligible to take a commitment day, on a daily or weekly basis. Employees will be allowed to select the day or days they wish to be absent from work without pay on the following basis, subject to the limits prescribed by the Company for each classification.
- 43.2 Employees will be notified fifteen (15) days in advance of a requested day off that their request has been confirmed so that the work schedule can be posted in accordance with Article 39.3 of the Collective Agreement.

Once an employee has been advised that he/she has been approved for a commitment day, they will not be able to cancel their request.

- 43.3 Employees will not be allowed to use a day off pursuant to this Article for the purpose of avoiding a sick call or late call.
- 43.4 Commitment days will be allocated in the commitment day book by department daily or weekly based on an allocation of six (6) days for each Full-time employee and three (3) days for each Part-time employee per contract year. Commitment days will be counted as days worked for the purpose of scheduling only.
- 43.5 In the case where allowable time is combined, approval will be based on a first come first serve basis.

## **Article 44. CLASSIFICATION OF WAGES**

- 44.1 The Company will pay employees pursuant to the wage schedule attached hereto as Schedule "A", "B" and "C" – Wages and forming part of this Collective Agreement.

### **Payment of Wages**

- 44.2 The payment of wages will be made bi-weekly on Friday, during working hours by direct deposit. In the event a paid holiday falls on a Friday payday, the payday shall be on Thursday of that week. Pay stubs will be provided on Thursday of the pay week. The Company will offer Motor City Community Credit Union as a direct deposit option.
- 44.3 Where a pay adjustment is required, every effort will be made by the Company to ensure payment as follows:
  - a) Pay shortages of up to five (5) hours will be adjusted on the next pay cheque.



- b) Pay shortages in excess of five (5) hours will be adjusted within three (3) business days of the shortage being identified by the Supervisor.
- 44.4 Employees will be notified by Payroll of a garnishment to their wages, by providing a copy of the documentation to the employee.
- 44.5 In accordance with the *Employment Standards Act*, the Company will provide a Record of Employment within seven (7) days for layoff, discharge, maternity and parental leave situations.

## Table Games

- 44.6 The Schedule of Wages, Schedule "A" provides different hourly rates of pay for Dealers based on the number of table games the dealer is capable of performing. Those games are defined as follows:

Game 1	Blackjack, including all variations.
Game 2	Roulette, including all variations such as single '0' and double '00'.
Game 3	Baccarat, including all variations, such as Mini-Baccarat.
Game 4	Poker, including all variations, such as Pai-Gow poker, Caribbean Stud, Double Down Stud and Let it Ride.
Game 5	Craps, including all variations.
Game 6	Poker room Dealer to include the games of Hold-Em, Omaha, Pineapple, 7-Card Stud and all variations including Hi-Lo and all variations of this type of poker.

- 44.7 Dealers will be scheduled for days off, vacations and hours of work by seniority, subject to there being sufficient employees to perform the required work. Fair game rotation will be provided by the Company, wherever possible.

- 44.8 No game certificates will be required on new or existing games within the Table Games Department, provided that applicants successfully pass the appropriate pre-test(s) and table test(s) established by the Company. The requirement to audition for additional Dealers on any game will be determined by the Company according to operational need.
- 44.9 The Company will continue its current practices with respect to tips. This in no way affects the right of the Company to set table minimums.
- 44.10 The Company will continue its practice of distributing Dealer gratuities. Furthermore, the Company will continue to make the necessary Company contributions for Canada Pension Plan, Employment Insurance, Employer Health Tax and Workers' Safety Insurance Board occasioned by the Company distributing gratuities by payroll, on behalf of the Dealers, as per current practice.
- 44.11 For the purpose of this Agreement, the games "Big 6", "Sic-Bo" and other game(s) that requires less than four (4) hours of training, do not constitute additional games.

## **Crew Trainers**

- 44.12 Employees will be paid an additional allowance over and above their applicable classification rate for actual hours worked (including shadowing) in the role of crew trainer when required by the Company as follows:
- Tipping Classification - \$4.00 per hour  
Non-tipping Classification - \$1.00 per hour

## **Article 45. PAY EQUITY**

- 45.1 A Pay Equity Plan has been negotiated and posted

pursuant to the *Pay Equity Act* of Ontario. The Plan will be implemented in accordance with the terms and conditions of the Letter of Agreement between the Company and the Union dated February 8, 2001, which the parties agree is in compliance with the provisions of the *Pay Equity Act*. The Company will conduct audits from time to time.

## **Maintenance of Pay Equity**

- 45.2 New positions and changes to existing positions will be evaluated by the Pay Equity Committee using the agreed upon Job Evaluation Plan.

## **Pay Equity Committee**

- 45.3 The Pay Equity Committee will consist of four (4) members; two (2) members representing the Union and two (2) members representing the Employer.

## **New Positions**

- 45.4 When a new position is established, the parties will establish a preliminary pay band. A full evaluation of the job will be completed by the Pay Equity Committee after it has been filled for a minimum of six (6) months. Employees in the new job class will be required to complete a job fact questionnaire reflecting their current job responsibilities.

For positions with multiple incumbents, representatives will be selected to coordinate the preparation of one (1) job fact questionnaire for their positions. Incumbents will select their representatives. The Pay Equity Committee will use the completed Pay Equity Commission questionnaire to complete the job evaluation.

If the job evaluation results in a change in job grade, that change will be retroactive to the date the incumbent(s) started in the new position.

Existing positions will be reviewed in accordance with the requirements set out in Section 7 (1) in the *Pay Equity Act*.

## **Article 46. NEW CLASSIFICATIONS**

- 46.1 When a new classification is created, the Company may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Company in conjunction with the Union to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The job evaluation in accordance with the Pay Equity Plan shall commence within six (6) months of inception. If the Company and the Union fail to agree on the new rate or a classification for such new position, a policy grievance may be filed by the Union. The Arbitrator will have authority to set the new wage rate and grant any retroactive wage increases to the date work commenced in the classification. Vacancies within new classifications shall be posted within thirty (30) calendar days of start-up, and 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.
- 46.2 The Company will provide to the Union 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.

## **Article 47. HEALTH AND WELFARE BENEFITS**

- 47.1 The Company will continue to pay the full cost for Full-time seniority employees and their eligible dependants

for the following health and welfare benefits:

- a) Life Insurance - \$60,000
- b) Prescription Drug Plan - \$1.00 co-payment with a \$9.00 dispensing fee cap. Prescription medication will be limited to generic brands unless the brand name is less expensive. Visco supplementation (synvisc) will be provided. Wigs and nutritional supplements will be provided for terminal or cancer patients. (Note: The Company confirms that claims for the asthma drugs on the list provided to the Company by the Union will continue to be honoured). Continuous glucose monitoring systems will be covered.
- c) Vision - \$250 every twenty-four (24) months (no deductible). Eye exams will be covered to a maximum of \$85. Laser eye surgery \$700. If laser eye surgery benefit is utilized, employee is excluded from the provisions of the vision plan for six (6) years.
- d) Dental - Diagnostic/Preventative 100%; Restorative 100%; Periodontic 100%; Endodontics 100%; Crowns and Bridges/Dentures 50%; No deductible.
- e) The dental maximum is \$2,000, per Collective Agreement year.
- f) Orthodontics: 50% (\$2,200 lifetime maximum with dependents covered until age 18. Dependents who are age eighteen (18) – twenty-five (25) and are identified under the plan as Full-time students will be eligible for coverage under the orthodontic benefit.)
- g) Medical and Health Practitioners will be covered to a per visit maximum of \$35 and an annual maximum of \$450. Maximums for Registered Massage Therapist will be \$35 per visit and \$750 per calendar year, maximums for Chiropractor, Naturopath and Speech Therapist will be \$35 per visit and \$900 per calendar year, psychologist practitioners (including Master of Social Work who is a registered

Social Worker) will be \$60 per visit and \$1200 per calendar year. Maximums for physiotherapist will be \$35 per visit and \$1000 per calendar year.

- 47.2 Orthotics/orthopaedic shoes will be covered to a maximum of \$450 every three years. Other – As per current plan.
- 47.3 A preferred provider network will be discussed with the Union.
- 47.4 In the event of the layoff of a seniority employee, the Company will continue to pay the premiums for the benefits prescribed in Article 47.1 for the month the layoff occurred and the following month.
- 47.5 The Company is entitled to change the carrier of any plan, provided there is no reduction in benefits. Furthermore, the Company must give the Union not less than sixty (60) calendar days' notice of such change and must furnish the Union with full particulars of the plan, to be substituted.

For the purpose of this Article, a change in the benefits altered by a carrier as part of its reasonable and customary administrative guidelines does not constitute a "reduction in benefits". Furthermore, with respect to prescription drugs, the delisting of a prescription drug from one formulary to over-the-counter status does not constitute a "reduction in benefits".

- 47.6 The benefit plans referenced in Article 47.1 above allows benefit coverage for same sex spouse, provided they otherwise meet the definition of common law spouse as defined in the plan.

## **Weekly Indemnity (STD) / Long Term Disability (LTD)**

47.7 The Company will pay 100% of the premium cost for a weekly indemnity plan for Full-time seniority employees as follows:

a) Benefit Level – 66.67% of the employee's base weekly earnings\* (straight time hourly rate X regular weekly hours of work) with a maximum weekly benefit level of \$1,400.

- First day accident
- First day hospitalization
- First day Women's Shelter
- Eighth day illness
- First day of treatment in a medically supervised facility.

b) Period of Coverage – 52 weeks

\*Employees in classifications designated as tipping will receive a benefit equal to 90% of base weekly earnings. These classifications are: Dealer, Server, Bartender, Transportation Attendant, Bell Person, Door Person, Garage Attendant, Bar Porter, Bus Person/ Food Runner and Coat Check Attendant.

47.8 The Company will pay 100% of the premium cost for a long term disability plan for Full-time seniority employees as follows:

a) Benefit Level – 60% of the employee's base monthly earnings\* (straight time hourly rate X regular monthly hours of work) with a maximum monthly benefit level of \$2,750.

b) Waiting Period – 365 days.

c) Period of Coverage – As per current plan.

d) Pre-existing condition – The restriction on pre-existing condition in the present plan will be removed.

\*Employees in classifications designated as tipping will receive a benefit equal to 85% of base weekly earnings.

These classifications are: Dealer, Server, Bartender, Transportation Attendant, Bell Person, Door Person, Garage Attendant, Bar Porter, Bus Person/Food Runner and Coat Check Attendant.

47.9 It is agreed that the Company may retain the savings available from the Employment Insurance premium reduction and that the Agreement between the Company and Union dated December 13, 2000 is hereby rescinded.

47.10 The Company will pay for the cost of additional medical documentation provided all of the following conditions are met:

- a) The employee's claim for STD/LTD benefits has been declined by the carrier on the basis of insufficient/incomplete medical information; and
- b) The employee has appropriately advised the carrier of their intent to appeal the carrier's decision to decline benefits; and
- c) The employee provides the additional medical information within the appropriate timeline as set forth by the carrier; and
- d) The carrier subsequently reverses their decision and grants entitlement to STD/LTD benefits.

Provided the employee meets the conditions set forth above, the Company will reimburse the employee for the cost of the additional medical information once valid receipts are provided. Eligibility to collect Short Term Disability and all other benefit coverage shall cease as of the date the employee is terminated from the Company.

47.11 Active employees will be eligible for STD benefits up to the age of 70.

47.12 Active employees will be eligible for LTD benefits based on the following:



Less than 5 years of service	2 year benefit
Greater than 5, less than 15 years of service	5 year benefit
Greater than 15, less than 25 years of service	10 year benefit
Greater than 25 years of service	To age 65

The above changes shall only be applicable to applications filed after ratification and will not apply to employees who are in receipt of, or who have filed an application for LTD benefits or who are in the elimination period for LTD benefits prior to the ratification.

- 47.13 The Company and the Union agree to move the current contract of insurance language from concurrent to reflect consecutive language through revision of the following definitions:
- Actively Working and Active Work;
  - WSIB Modified Job;
  - Totally Disabled;
  - Payment of Benefits; and
  - Exclusions and Limitations.

## **Article 48. PENSION PLAN**

- 48.1 The Company will contribute to the defined contribution Pension Plan the first four percent (4%) of any seniority employee's wages. The Company will also match any seniority employee's contribution to the Plan to a maximum of a further three percent (3%). In total, the Company may contribute up to seven percent (7%) of a seniority employee's wages, provided the employee contributes at least three percent (3%) of his/her salary, in accordance with the following formula:

## PERCENTAGE OF WAGES

### Seniority

	Employee Contributions	Company Contributions	Total Contributions
	0%	4%	4%
	1%	5%	6%
	2%	6%	8%
	3%	7%	10%
Over	3%	7%	10% +employee contribution

- 48.2 For the purposes of this Article, "wages" is defined as being the amount of money paid to a seniority employee by the Company including any and all Company administered Banquet gratuities and Dealer tokens, but specifically excludes any and all tips paid directly to the employee by the patron.
- 48.3 Employees employed in tipping classifications, defined as Server, Transportation Attendant, Bartender, Bell Person, Door Person, Garage Attendant, Bar Porter, Bus Person/Food Runner and Coat Check Attendants will be entitled to an additional 1% of Company Contribution.
- 48.4 While an employee is on WSIB, the law requires a contribution by the Company for one year. If the employee contributes 1%, 2% or 3%, the Company will match the employee's contribution for one year as well.
- 48.5 The Company will provide the Union on an annual basis with a copy of the Annual Information Returns filed with FSCO (Financial Services Commission of Ontario, formerly Pension Commission of Ontario).
- 48.6 The company shall provide to the Union, at the end of the fiscal year. Copies of fund performance summaries including net annualized rates of return are available

from the Pension provider. The Company shall meet with the Union annually, or as required, to review the status of the Unionized Pension Plan.

- 48.7 Members of the Union, selected by the Union, shall participate in the execution of pension education forums. The Company will provide the Union with the annual education themes and education plan for the year.

## **Article 49. CHILD CARE**

- 49.1 The Company will provide an allowance of \$2,800 per contract year to employees utilizing child care, in accordance with the current policy. The daily allocations are \$12 for full day and \$6 for part day. The Company will reserve fifty (50) spots for latch key, up to \$6 a day and \$800 per year.

## **Article 50. EMPLOYEE UNIFORMS**

- 50.1 The Company will determine the uniforms to be worn by employees and will provide these at no cost to employees as per current practice. Employees will continue to be responsible for the cleaning and care of their uniforms. 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, the employee will be provided with another uniform at no charge.
- 50.2 Security Officers to be provided with uniform belts and Pocket Masks. Radios to be monitored.
- 50.3 Female Beverage Servers will be allowed a choice between the custom pants or dress option.

- 50.4 Heavy leather belts to be provided for Maintenance staff and Slot Technicians.

## **Article 51. EQUIPMENT AND TOOLS**

- 51.1 The Company will make available all necessary tools and equipment at no cost to the employees. Such tools and equipment will remain the property of the Company and the employees will be required to take reasonable care of this property and may be required to sign out certain equipment and tools.

### **Culinary Knives**

- 51.2 Following the appropriate trial period, seniority cooks will be reimbursed (with receipt) \$200 for knives allowance towards the purchase of the following knives, as required by their position for daily use:
- 8" to 10" Chef's Knife (French Knife)
  - 3" to 4" Paring Knife
  - Sharpening Steel
  - 10" to 12" Bread Knife / Serrated Slicer
- 51.3 Payment shall be made on a one time only basis.

## **Article 52. SICKNESS AND ACCIDENT LEAVE**

- 52.1 Upon attaining seniority, Full-time bargaining unit employees shall be credited with one half day (1/2) sick leave with pay for each subsequent month of active employment to a maximum of five (5) days per contract year.
- 52.2 Sick leave benefits paid to an employee pursuant to this Article will be paid at the employee's regular straight time hourly rate of pay at the time of absence.

- 52.3 Employees will be allowed to accumulate unused sick leave credits from year to year to a maximum of twenty (20) days. An employee who has accumulated more than five (5) days may elect in writing to be paid out from their accumulated sick leave credits in excess of five (5) days. Such payments will be made on the next pay.
- 52.4 In the event of a change of status (i.e. Full-time to Part-time; or laid off; or retirement; or WSIB leave of absence accumulated prior to going on WSIB), the employee will have the option to be paid out for unused sick credits or bank them (except retirement – payout is required).
- 52.5 Should an employee cease to be employed by the Company, for any reason, unused sick leave credits will not be paid out.
- 52.6 An employee who is absent in excess of three (3) work days will be required to provide a physician's note certifying that the employee is fit to return to work.

## **Article 53. JURY DUTY**

- 53.1 Any seniority employee who is called to and reports for jury duty or is subpoenaed to testify as a Crown witness in a court of law in a criminal proceeding shall be paid the difference between his/her regular hourly rate and the amount he or she receives as jury duty or witness fees for each day lost, if the employee would have otherwise been scheduled to work for the Company on such day.
- 53.2 Employees shall furnish evidence to the Company that they reported for or performed jury duty or appeared as a Crown witness in a court of law on the days for which they claim payment.

- 53.3 Employees are required to report for work on days when they are not required on jury duty or to testify as a subpoenaed Crown witness in a court of law. Employees on jury duty who work in classifications that operate seven (7) days per week will be placed on a Monday - Friday schedule until the end of the week the jury duty or testifying as a subpoenaed Crown witness concludes. Where possible, employees on jury duty will be replaced by Part-time employees.
- 53.4 Employees required to testify on behalf of the Company or the Crown with respect to workplace incidents will be considered as working for time spent in this regard. The Company will pay employees the difference between the amount of money the employee receives from the summons and the employee's actual, reasonable expenses for meals, parking, out of town travel expenses or accommodations, upon presentation of receipts.
- 53.5 Employees testifying pursuant to Article 53.4 in the classifications listed below will be paid as follows, based on the following rates of pay:
- Dealer – Regular rate of pay plus tokes.
  - Server, Transportation Attendant, Bartender, Coat Check Attendant, Bell Person, Door Person, Garage Attendant, Bar Porter, Bus Person/Food Runner:

April 4, 2018 - \$21.35

April 4, 2019 - \$22.10

April 4, 2020 - \$22.35

## **Article 54.           BEREAVEMENT LEAVE**

- 54.1 In the event of the death of a spouse or common-law partner, parent (including current step parent), sibling (including current step-sister or step-brother), child (in-

cluding current step child), child of the spouse, son- or daughter-in law or grandchild, the employee shall be entitled to five (5) consecutive scheduled work days within any period of ten (10) days that include the date of the funeral. Holidays and vacation days within the ten (10) day period will be rescheduled at the conclusion of the bereavement leave upon request. The employee will be paid for scheduled shifts missed at the employee's base rate of pay.

- 54.2 In the event of the death of a current spouse's (or partner's), siblings or parent (including current step parent, brother-in-law, sister-in-law, mother-in-law, father-in-law) or grandparent of the current spouse or partner or grandparent of the employee, the employee shall be entitled to three (3) consecutive scheduled work days within any period of ten (10) days that include the date of the funeral. Holidays and vacation days within the ten (10) day period will be rescheduled at the conclusion of the bereavement leave upon request. The employee will be paid for scheduled shifts missed at the employee's base rate of pay.
- 54.3 In the event of the death of an aunt, uncle, nephew or niece of the employee or employee's spouse, the employee shall be entitled to one (1) working day to attend the funeral. The employee will not be paid for scheduled shifts missed. For the purposes of clarity, Bereavement Leave must be taken immediately following death as outlined above.
- 54.4 This Article also applies to common-law relationships as recognized by law. A "common-law partner" is defined as a person who has been cohabiting with an individual in a conjugal relationship for the time period prescribed as twelve (12) months as per provincial legislation. Therefore, a common-law partner includes a same-sex partner. For the purpose of this Article, common-law relationships will include the employee's fiancé (e).

- 54.5 Employees are entitled to one (1) day unpaid to attend a funeral provided that advance notification is given to their supervisor.
- 54.6 Approval is required for an employee needing special consideration for circumstances where the funeral is greater than 100km away or the communication of the death occurs ten (10) or more days after the funeral.
- 54.7 Employees may be required to furnish proof.

## **Article 55. TUITION FEES**

- 55.1 The Company agrees to grant to seniority employees a tuition-sharing program. The purpose of the tuition-sharing program is to assist employees in continuing their education and in improving their job qualifications.
- 55.2 In order to be deemed eligible, courses of study must be in a degree or diploma-seeking program at a recognized College, University or Trade/Technical school in a course of study related to employment with the Company. Additionally, the Company will deem approved courses in self-defense for Security Officers to be eligible.
- 55.3 Employees who satisfactorily complete an approved course of study will receive a refund towards the cost of the approved course and text books. Each specific course must be approved in advance to qualify under the program. The maximum repayment in a calendar year for all courses and text books is \$1,200 per employee. Employees who write and pass a C of Q / C of A will be reimbursed the cost.
- 55.4 Steps to be followed in making application under the tuition-sharing program:



- a) Once the employee has determined their 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. A copy of this form will be returned to the employee. The employee will be informed as to whether or not the course has been approved.
- b) Upon successful completion of the course, the employee must provide the Company with an official statement of the employee's standing in the course and official receipts to support the cost of tuition and text books.
- c) The refunded portion of the tuition cost of the course and text books will be declared for taxation purposes. All receipts will be returned to the employee along with the employee's refund.
- d) In the event a participating employee leaves the employ of the Company 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 Company.
- e) The Company will reimburse employees who are required to maintain an educational qualification as a requirement of their position for any tuition or annual fees in this regard.

## **Article 56. LEAVE OF ABSENCE**

### **Less Than 30 Days**

56.1 The Company may grant a leave of absence without

pay to any seniority employee for legitimate personal reasons. Short-term and Long-term Disability as well as out of country coverage will not be covered during this time. An employee shall continue to accumulate seniority while on an approved leave of absence up to thirty (30) days. An employee requesting a leave of absence shall do so in writing at least three (3) weeks prior to the commencement of the requested leave, except in cases of emergency. The Company will respond to such request in writing within one (1) week. Approval of requests for leave of absence shall not be unreasonably denied.

## **Union Leave**

- 56.2 The Company will grant a leave of absence without pay but without loss of benefits or seniority to members of the Union Committee to attend Union business outside the facility, provided proper advance notice was given to the Company. The Company will continue the wages of an employee on leave and will bill the local Union monthly for reimbursement.

## **Incarceration Leave**

- 56.3 An employee convicted of an Offence under the Criminal Code arising out of the operation of a motor vehicle and who is absent from work as a result of such conviction for a period not to exceed twelve (12) consecutive months, shall be treated as though he/she is on a leave of absence without pay or benefits.
- 56.4 Where an employee is incarcerated pending charges or arraignment and subsequently scheduled for work, the Company will not charge an employee with any infraction under the Attendance Policy where the incarceration and duration is confirmed to maximum of ten (10) calendar days.

- 56.5 An employee incarcerated under this clause will be considered on an incarceration leave of absence for a period not to exceed ten (10) calendar days.
- 56.6 This clause does not apply in the event the employee is incarcerated with respect to a charge that relates to an issue with the Casino or any OLG/AGCO related issue.

### **Local/National Union Position Leave**

- 56.7 Any seniority employee elected or appointed to a Full-time position in the local Union or National Union, Unifor will be granted a leave of absence. A written request for such a leave of absence must be presented to the Company at least two (2) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-Article will have their seniority and pension credits accrue while on such leave. Otherwise, such leaves are without pay or benefits, except the Company will continue to provide benefits to someone elected or appointed to a Full-time position in the local Union.

### **Military Leave**

- 56.8 Any employee who is an active member of a Canadian Reserve Status Militia Unit will be granted an unconditional leave of absence to fulfill his/her military obligation if he/she is called into Active Military Status, providing a copy of the official deployment standing order accompanies the Leave of Absence Application Form. The employee's seniority and pensionable service credits will accrue at the normal full rate during such leave of absences.
- 56.9 If formal documentation is received from the employee's military unit (excluding cadets) regarding train-

ing no less than two (2) weeks prior to the commencement of the leave, it will be approved as an unpaid leave of absence. This is applicable to Security Department staff. No more than three (3) Security Department employees will be permitted on Military leave at the same time, with a maximum of one (1) employee from the Dispatch and/or Investigation Classifications.

## **Political Office Leave**

- 56.10 An employee who is elected to the Federal or Provincial 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 Company 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.

## **Education Leave**

- 56.11 The Company may grant seniority employees with three (3) or more years of service a leave of absence without pay for the purpose of pursuing Full-time studies at a recognized college, university or trade/technical school, in a course of study related to employment with the Company, for a period not to exceed one (1) year, subject to the following conditions:
- a) The number of employees that may be absent at any one time shall not exceed ten (10) company-wide, provided the Company is not compromised in their ability to operate efficiently.
  - b) The employee must make application to their Department Head at least one (1) month in advance of the commencement of the program, stating the

intended purpose of the leave and proof that they have been accepted as a Full-time student by the recognized institution.

- c) The one (1) year period for the purpose of the leave shall commence September 1st of one (1) year to August 31st of the following year, or such twelve (12) month period as may be agreed upon by the employee and the Company.
- d) On expiry of each term or semester, the employee shall furnish to the Company an official transcript as proof of attendance and successful completion of the course of study. Failure to provide the appropriate documentation or failure to successfully complete the course of study will be grounds for termination of the leave of absence, or denial of further education leaves.
- e) The employee shall continue to accrue seniority while on Education Leave. The Company will maintain benefits for a period of thirty (30) days from the commencement of the leave of absence. Short-term and Long-term Disability as well as out of country coverage will not be covered during this time. Employees wishing to remain covered by the Health and Welfare Benefit Plans prescribed in this agreement, beyond thirty (30) days, "exclusive of Short-term (STD) and Long-term (LTD) Disability provisions and Out of Country Coverage", may do so by paying the cost of the premiums monthly in advance.
- f) The position of an employee on an approved education leave shall be posted in accordance with the temporary vacancy provisions of this Agreement.
- g) Employees granted a leave pursuant to this Article shall be entitled to the benefit of tuition reimbursement as prescribed in Article 55 – Tuition Fees.

## **Returning from a Leave**

- 56.12 An employee returning from an approved leave of absence shall be returned to his/her former position with shift and days off if available, seniority permitting. If an employee does not have the seniority to return to their regular position or if the position no longer exists, the employee will displace the junior employee in the classification, seniority permitting or will be laid off and the provisions of Article 58 – Layoff and Recall of the Collective Agreement will apply.

## **Pregnancy / Parental / Adoption /Guardianship Leave**

- 56.13 The Company and the Union agree to the principle of granting leave of absence to employees for the birth, adoption or guardianship of a child. The Company will grant employees maternity, parental and adoption leave in accordance with the provisions of the *Employment Standards Act*. In addition, an employee may elect to take two (2) weeks unpaid leave in order to supplement the above *ESA* entitlement.
- 56.14 Employees are required to provide two (2) weeks' notice prior to date of leave as well as two (2) weeks' notice of their intention to return.
- 56.15 Information regarding this leave will be available in Information Alley and online at [www.wclonline.com](http://www.wclonline.com).
- 56.16 The Company shall grant a ninety (90) day unpaid leave for purposes of attaining guardianship. The employee will be required to furnish evidence.
- 56.17 Employees on pregnancy, parental, adoption or guardianship leave will receive health and welfare benefits provided in this Agreement. Employees will continue to accrue vacation time (but not vacation pay) while on pregnancy, parental, adoption or guardianship leave.

- 56.18 The Company may fill the position of an employee absent on a pregnancy, parental, adoption or guardianship leave with a temporary posting. The successful applicant shall return to his/her original position at the completion of the temporary posting, seniority permitting.

### **Paid Education Leave**

- 56.19 The Company will pay into a special fund three cents (3¢) per hour per employee for all compensated hours for the purpose of providing paid education leave.
- 56.20 Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification and sent by the Company to the following address: Unifor Paid Education Leave Program, 205 Placer Court, Toronto, Ontario, M2H 3H9.
- 56.21 Members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence for thirty (30) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

### **Article 57. ESA AND REINSTATED EMPLOYEE**

- 57.1 An employee who is reinstated to employment conditionally will be entitled to any unused portion of *ESA* entitlement for the year.

## **Article 58. LAYOFF AND RECALL**

- 58.1 When it becomes necessary to reduce the work force, employees shall be laid off by classification within the department, in inverse order of seniority. A list identifying those affected by layoff will be posted. In a layoff situation, the Company must endeavour to maintain its operation in the most cost effective and efficient possible manner.
- 58.2 Except in the case of an Act of God, the Company will provide seventy-two (72) hours advance notice of layoff to the affected employees and the Union.

### **Order of Layoff**

- 58.3 In the event of a layoff, employees shall be laid off by Classification and Status.
- 58.4 The Full-time Utility status will be laid off prior to a Permanent Full-time status.

### **Bumping Order**

- 58.5 Bumping will occur Casino wide, with the lowest seniority in each classification in the following order as defined below, provided the employee fulfills the qualifications as identified in Article 26 – Job Vacancies and Posting:
- a) Full-time/ Full-time Utility may bump less senior Full-time
  - b) Full-time/ Full-time Utility may bump less senior Part-time
  - c) Full-time/ Full-time Utility may bump any Casual
  - d) Part-time may bump less senior Part-time
  - e) Part-time may bump a less senior Casual
  - f) Casual may bump less senior Casual



- 58.6 An employee who is unsuccessful in exercising their bumping rights will be placed on layoff.

### **Movement of Displaced Employees**

- 58.7 All employees displaced through the application of this Article shall move to their new position immediately, subject to the right of the Company to extend such movement without undue delay to meet the operational needs of the business.
- 58.8 Please see Article 26.26 – Job Vacancies and Posting regarding extension of movements.

### **Completion of Trial Period**

- 58.9 An employee, who successfully completes the Trial Period as set out in Article 26.29 - Job Vacancies and Posting, will be deemed to be placed in that new position.
- 58.10 Should an employee be unsuccessful in completing the Trial Period, he/she will be laid off and the next qualified senior employee(s) from the classification that were displaced will be recalled to that position.
- a) Positions that remain or may become available following a recall will be posted pursuant to Article 26 – Job Vacancies and Posting.

### **Employees on Leave of Absence**

- 58.11 During periods of layoff, employees who are not at work due to an authorized leave of absence of any kind and who are affected by a layoff, will be contacted and will exercise their bumping rights, in accordance with this Article. The employee on an authorized absence will move to their new position when the employee returns to work and is placed on the schedule.

- 58.12 Employees on a layoff must consult the online posting at [www.wclonline.com](http://www.wclonline.com) for available positions. They may also contact the Human Resources Department to inquire.

## **Recall**

- 58.13 Employee(s) that have been laid off shall be placed on a recall list and shall accrue seniority for a maximum of thirty-six (36) months.
- 58.14 Within thirty-six (36) months of a layoff, if there is an increase in the workforce that is not temporary in a classification where a layoff or displacement of the employee occurred, the following procedure will be implemented should a position remain vacant following a job posting in accordance with Article 26 – Job Vacancies and Posting.
- 58.15 The employee(s) laid off from the classification and status will be recalled in order of seniority, provided they have the ability to perform the work required.
- a) An employee who has been displaced and is working in another Full-time/Full-time Utility, Part-time or Casual position must make their decision to accept or decline such recall at the time they are contacted by the Employer. Should they decline the recall, they forfeit their right to recall.
  - b) If that employee(s) is laid off to the street they must accept recall to their original classification and status or forfeit their employment and seniority in accordance with Article 15 – Seniority/Loss of Seniority.
- 58.16 If more than one employee is recalled to the same job classification and status at the same time, preference for available shifts and days off for Full-time/Full-time Utility will be given to the employee with the greatest

seniority. In the event of a recall the Union shall be notified.

- 58.17 An employee bumping into new positions will select their respective shift schedules in order of seniority, at the time of Shift Pick.
- 58.18 In the event of a recall, employee(s) who are not at work due to an authorized leave of absence of any kind will be contacted at the employees last known address on file with the Company and must make their decision to accept or decline such recall. The employee on an authorized absence will move to their position when the employee returns to work and is placed on the schedule.

## **Article 59. AUDIT**

- 59.1 The Company shall provide fair and equitable job rotation.

## **Article 60. BANQUET DEPARTMENT**

- 60.1 The Banquet Department will be comprised of employees in the following classifications: Senior Banquet Server, Captain, Head Banquet Porter, Banquet Bartender and Event Server-Casual.
- 60.2 Except as otherwise provided herein, all provisions of the Collective Agreement shall apply to employees in the Senior Banquet Server, Captain, Head Banquet Porter and Banquet Bartender classifications.

## **Hours of Work / Scheduling**

60.3 The scheduling of Banquet Department employees shall be on the basis of business demand and not on the basis of shift preference. The Company shall endeavour to schedule two (2) consecutive days off for Full-time Banquet Department employees.

- a) Scheduling of Banquet Department employees shall be by classification, in order of seniority on a rotating basis.
- b) Senior Banquet Servers will be scheduled first to available functions having the greatest number of hours, up to twenty-four (24) hours per week, in order of seniority.
- c) Thereafter, Event Servers-Casual will be scheduled to supplement the Senior Banquet Servers for available functions on a rotating basis up to twenty-four (24) hours per week, in order of seniority.
- d) Once all Senior Banquet Servers and Event Servers-Casual have been scheduled for twenty-four (24) hours per week all additional work will be scheduled by seniority among Senior Banquet Servers and Event Servers – Casual on a rotating basis, in order of seniority.

## **Split Shifts**

60.4 The Parties recognize that split shifts may be scheduled from time to time to accommodate business levels. A Banquet Department employee scheduled to work a split shift shall be entitled to a reporting minimum as outlined below.

## **Reporting Pay**

60.5 The following reporting minimums will apply should a Banquet Department employee report to work on their scheduled shift without having been properly notified

not to work and there is no work, or insufficient work, except when the circumstances are beyond the control of the Company:

- Breakfast three (3) hours
- Lunch three (3) hours
- Dinner four (4) hours
- Event three (3) hours

- 60.6 As a condition of payment pursuant to the above, a Banquet Department employee must perform such work as assigned by the Company.

### **Holiday Season Hours**

- 60.7 The Company may schedule employees in the Banquet Department to work up to forty (40) hours per week during the period from November 28th to January 3rd each year.

### **Cancellation of Shifts**

- 60.8 The Company shall give Banquet Department employees ninety-six (96) hours' notice of its' intent to cancel or change of shift, except in the case of an emergency. "Emergency" is defined as the cancellation of an event, function, banquet or other event beyond the control of the Company.

### **Gratuities**

- 60.9 Of the total amount of the gratuity paid by the guest, one hundred (100%) of that amount shall be paid into the employee tronc for distribution as outlined in Payment of Gratuities.

Where the function is contracted internally, a fifteen percent (15%) gratuity will be calculated on the Company's cost for the function, payable into the employee tronc.

One hundred percent (100%) of the gratuity shall be paid into the employee tronc for distribution.

In order to standardize the calculation of gratuities for internally catered functions in the Banquet Department, the Company's cost shall be designated as follows:

- Coffee Break \$ 7/plate; Snacks \$ 7/plate; Breakfast \$10.50/plate; Lunch \$17.35/plate; Buffet \$17.35/plate; Reception \$23.10/plate; Dinner \$35.45/plate

## **Non – Gratuity Function**

- 60.10 Where the function is a charity function, hosted by the Company or provided to a charity free of charge, or at a nominal cost, the employee shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on such function. Premium rate is in lieu of gratuity and hours worked shall not be included in the calculation of points for gratuity distribution.

## **Payment of Gratuities**

- 60.11 Gratuity distribution for employees in the Banquet Department shall be calculated based on one (1) point per hour worked during a payroll week (Sunday-Saturday), following the employee payroll week with a copy of the distribution made available to the Union. The Committee Person representing the Banquet employees shall be given access to review the gratuity distribution data on a monthly basis. However, copies of this information shall not be provided. Employees may request their breakdown through the department.

## **Article 61. COAT CHECK**

- 61.1 The Company will offer Coat Check Attendants work at functions before offering this work to banquet staff.

## **Article 62. CULINARY**

### **Chef de Partie**

- 62.1 Testing for Certificate of Qualifications in the department shall be provided during the employee's orientation period as provided for in accordance with Article 26.29 - Job Vacancies and Posting of the Collective Agreement. An employee shall not suffer a loss of pay for such testing, and shall only apply with respect to Chef de Partie postings. Such testing shall not be used to disqualify any employee from job opportunities. Moreover, test scores will serve for a twelve (12) month period.
- 62.2 The department agrees to maintain global shift picks unless mutually agreed upon through the Scheduling Committee.
- 62.3 The Company shall have no intention of eliminating the Chef de Partie classification from the department for the term of the Collective Agreement.

### **Stewarding**

- 62.4 The department shall provide fair job rotation.

## **Article 63. FOOD AND BEVERAGE**

- 63.1 The department agrees to continue a gratuity practice of an automatic gratuity of 15% in all full service restaurants to parties of eight (8) or more where one (1) bill has been requested. The Company will apply a 15% gratuity in the Market Buffet, for all pre-booked parties of eight (8) or more, where one (1) bill has been requested. The Company reserves the right to waive the gratuity in the event the patron objects. The Company

will apply a 15% gratuity on House Accounts.

- 63.2 The parties agree that ongoing discussions will continue regarding transfer lists and bills in the system.
- 63.3 The Company agrees that when offering additional hours, not including overtime, to the employees in the Food and Beverage Department, such offer shall be made to employees currently at work on a rotational seniority basis.
- 63.4 The practice of listing ingredients of food in the staff cafeteria will continue. The date food was prepared will be included.
- 63.5 The parties agree to discuss and establish guidelines that are efficient and fair regarding the rotation of Bartenders.

## **Article 64. GROUNDKEEPING**

- 64.1 Groundskeeper will maintain all grounds of Caesars Windsor's property.

## **Article 65. COUNT ROOM**

- 65.1 It was agreed that upon completion of employees assigned work, and provided it is completed to the standards set by the Company, the employee will be paid to the end of their scheduled shift.
- 65.2 It is further understood that this will not apply in the case of any employee requesting an early out.
- 65.3 In consideration of the foregoing, should the Company require count room employees to work overtime due to



an emergency, the employees shall agree to work such overtime. For the purposes of this Article, an emergency shall be defined as follows:

Count room emergencies shall be those conditions that the Company has no control over, such as mechanical difficulties or abnormal business volumes that cause the need for employees to work up to two (2) hours overtime. Absence of other employees or improper scheduling shall not be considered emergencies.

- 65.4 When an emergency arises, the department Supervisor shall determine the staffing need and offer the overtime first on a voluntary basis based on seniority. If the required number of employees to complete the job have not volunteered, the Supervisor shall assign the overtime to the remaining number of employees required based on reverse seniority.

## **Article 66. MARKETING**

- 66.1 Marketing Coordinators will not be required to use their own money for expenses.
- 66.2 Marketing Coordinators – regarding functions at/participation in events/promotions:
- Job description is changed to include “execution of event”
  - For each facility where the event is located, a Coordinator will be present
  - Coordinators to be assigned as follows:
    - Mandatory attendance for the Coordinator who planned the event/promotion.
    - If a second Coordinator is required, they will be secured by starting at the top of seniority and asking for a volunteer to work, the junior Coordinator will be assigned to work.

- Golf Tournaments/Outings - all Coordinators will be responsible for assisting on the day of the event.
- Breaks, lunches and overtime to be as per the Collective Agreement.

- 66.3 The current practice to continue regarding Marketing Clerks working events.
- 66.4 Due to the nature of the multiple and diverse job duties of certain Marketing jobs, it is recognized that opportunities for work rotation and cross training may be limited. Cross training in individual classifications shall be obligatory. In order to provide that qualified individuals are always available, the Employer recognizes that cross training within these individual classifications is essential. In areas where cross training is not practical due to the extensive and complex nature of the work, the employer shall endeavour to cross train these employees in at least two (2) work areas of the classification. These employees shall be rotated within their individual classification work areas for which they have been trained.

## **Article 67. PUBLIC AREAS**

### **Guest Room Attendants**

- 67.1 The Company agrees to continue the current point system as follows:
- The Executive suite room point allocation is 3.5 points.
  - The Junior suite room point allocation is 2.0 points.
  - The Handicap/Accessible room point allocation is 1.5 points.
- 67.2 Guest Room Attendants will be permitted to keep

money, slot redemption slips or chips found in rooms, subject to the departmental policy.

## **Janitors**

- 67.4 The collection of cups is not the responsibility of Janitors.

## **Article 68. PURCHASING**

- 68.1 The department agrees to provide the opportunity for employees to work a flexible start time with their work schedule in cases of doctor's appointments. Such scheduling shall be at the approval of the department management. This approval shall not be unreasonably withheld.

## **Article 69. SECURITY**

- 69.1 The Security Department will assess the training needs on an annual basis to determine the needs and priorities of the Security Department and will discuss training with the Union prior to implementation. Such training will include any updates to handcuff/arrest procedures, defensive tactics and/or mental health related issues.
- 69.2 Ergonomic mats to be provided at standing positions. Standing positions will continue to be rotated.
- 69.3 Job Rotation: Daily schedule to be reintroduced for all Security Department operations. This is to be done in a manner to ensure the fair and equitable rotation of staff and positions.
- 69.4 The department will continue to monitor staffing levels while ensuring the minimum staffing requirements are

maintained in accordance with A.G.C.O. guidelines.

- 69.5 The department agrees to schedule one (1) officer dedicated to patrolling employee parking areas from 4 p.m. to 8 a.m. daily.
- 69.6 Investigating Officer: When a Security Officer is required to complete investigative reports which take him/her over the end of the shift, the Security Officer will be paid overtime.
- 69.7 The department will continue to provide and maintain lecterns for Security Officers at the exterior entrances.
- 69.8 Equipment Allowance: The Company will pay each Security Officer having seniority the sum of \$50 per contract year, payable the second pay period in April of each year of the contract.
- 69.9 Notwithstanding the provisions provided for in Article 26 - Job Vacancies and Posting in the Collective Agreement, the parties have agreed to recognize the continuation of the practice of utilizing shift postings in conjunction with the provisions provided for in Article 26.11 - Job Vacancies and Posting with the following provisions applying:
- a) When a regular Full-time and Part-time vacancy exists (including temporary Part-time vacancies), the shift (inclusive of days off for Full-time vacancies) associated with that vacant position shall be posted in the Security Department for a period of three (3) consecutive days to afford employees who are qualified and working in the department, the opportunity to post for the shift and days off schedule of this vacancy. The next shift vacancy shall be posted in the same manner as above. Thereafter, in the case of a temporary Part-time vacancy, the Company may fill the remaining shift vacancy in such a manner as it determines. Once

the shift posting process has been fulfilled, the resultant job vacancy shall be issued by Employment Services of the Human Resources Department and posted casino-wide.

- b) Thereafter, the remaining regular Full-time and Part-time vacancy shall be filled by the successful applicant to the Job Posting procedure provided for in Article 26.8 – Job Vacancies and Posting of the Collective Agreement and the successful applicant will then be subject to the provisions of this Article.
- c) Shift Postings shall be posted in the department for a period of three (3) consecutive days and it is the responsibility of the employee to indicate their interest in the posting, in writing, on a form to the department. Seniority shall be the governing factor in the assignment of available shifts.
- d) During the above shift posting process, a Part-time employee will be ineligible to post to a Full-time shift posting and vice versa.

## **Article 70. SLOTS**

- 70.1 During 2011 Collective Bargaining, the Company and Union discussed start times of shifts. Subject to fluctuations in business levels, the Company confirms that the normal start times for the department will include but not be limited to 7:00 a.m., 3:00 p.m. and 11:00 p.m. The Company will determine all other start times.

## **Article 71. SLOT TECHNICIAN**

- 71.1 The department agrees to continue the practice of supplying high quality tools to the Slot Technicians, as well as their replacement when worn or defective.

- 71.2 Training by suppliers to continue to take place when new equipment is purchased. When other departments acquire new equipment that Slot Technicians are required to repair, purchase agreements do not necessarily include training provisions.

## **Article 72. STORES AND RECEIVING**

- 72.1 The department shall rotate all Store Clerks through all aspects of the Store Clerk position in the appropriate assigned locations.
- 72.2 The department will continue its current scheduling, commitment day and vacation entitlement practices.

## **Article 73. TABLE GAMES**

- 73.1 Employees may be allowed to change their Pit assignments at the discretion of the Pit Manager, which will not be unreasonably denied.
- 73.2 The Company is supportive of fair game rotation.
- 73.3 The department will continue its current practice regarding table games errors.
- 73.4 The department agrees to provide game procedures in writing to all dealers when required.
- 73.5 Dealers will be limited to one (1) shift switch opportunity per day, subject to the provisions of Article 30 – Switching Shifts. Exceptions may be approved by the department Director or Designate.
- 73.6 The Company will permit a minimum of one (1) PPH day per shift (dealers only).

## **Article 74.     CONTRACTING OUT**

- 74.1     The Company will not subcontract out any work normally performed by employees in the bargaining unit that results in the layoff of any bargaining unit employee.
- 74.2     The Company shall continue the practice of giving the opportunity to perform maintenance work to its own employees before sub-contractors, provided it has the manpower, skills, equipment and facilities to do so within the projected time limits. When reasonable, the Company will review non-capital work with a view to subdividing it amongst its employees.
- 74.3     The Company reserves the right to subcontract work when the sub-contractors possess special skills or equipment or the sub-contractors deal with capital, construction projects or general improvements not considered to be maintenance or in cases of an emergency.
- 74.4     The Company will keep the Union informed on a bi-weekly basis by way of a Skilled Trades Meeting of significant non-capital work performed by sub-contractors who are active in the Casino. Additionally, the Company will provide the Union notification of work to be performed at least ten (10) days in advance, except in cases of emergency, discuss the nature, scope and alternatives of the work the Company is considering contracting out. At such meeting, the Company will afford the Union an opportunity to discuss the Company's plans. The Company will consider the Union's requests to perform the work in house, provided the existing employees in the affected classification are qualified and able to perform the work cost effectively in the required time.
- 74.5     The Union will be notified of any significant changes to

the original work and scope of work to be contacted out as soon as reasonably possible.

## **Article 75.      TECHNOLOGICAL CHANGE**

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

75.2      In an effort to minimize the impact on employees as a result of any technological change, the Company is prepared to do the following:

- a) Exercise their seniority and displace a junior employee pursuant to Article 58 – Layoff and Recall provisions of the Collective Agreement; or
- b) Decline to exercise the right to exercise seniority when given notice of layoff and resign employment with the Company. In this instance, the employee will receive a payment in an amount equal to \$1,000 per year of service (pro-rated), less required statutory deductions. (For example, an employee with 7.5 years of service will receive a gross payment of \$7,500, less required statutory deductions);
- c) Employees who are unable to displace a junior employee pursuant to the layoff and recall provisions of the Collective Agreement, or do not wish to resign and accept a payment pursuant to (b) above will remain on layoff, subject to the provisions of Article 15.7 e) – Seniority/Loss of Seniority of the Collective Agreement and will be eligible to receive an education/training allowance of up to \$2,000 per year, to a maximum of \$4,000 during the first twenty-four (24) months following the layoff. Payment of this allowance will be contingent on the employee following the procedures



prescribed in Article 55 – Tuition Fees of the Collective Agreement.

- d) An employee who does not accept any of the options listed above will be eligible for training on any vacancy unfilled following the posting process that exists at the time an employee is laid off due to technological change before new employees are hired. Employees will be eligible for such training in order of seniority. The postings covered by this provision are those for which training can reasonably be completed during working hours within sixty (60) calendar days. Such training will not exceed sixty (60) calendar days. An employee will only be eligible for such training on one (1) position. In the event a more senior employee is unsuccessful in such training, they will be laid off from work and the training will be offered to any other employee on layoff due to technological change, in order of seniority, in accordance with the foregoing. This provision does not alter, modify or amend the provisions of Article 26 – Job Vacancies and Posting of the Collective Agreement.
- e) An employee displaced by a more senior employee exercising bumping rights pursuant to Article 58 – Layoff and Recall of the Collective Agreement will be eligible for the options set out in paragraph b) above as if they had been originally displaced.

## **Advance Notice**

- 75.3 If the Company anticipates that a technological change may have a major impact on the work performed by bargaining unit employees, the Company, wherever possible, will give sixty (60) days' notice to the Union. At that time, the Company will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological change and the ef-

fect the technological change may have on the working conditions and conditions of employment.

## **New Positions**

- 75.4 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.

## **Training**

- 75.5 Where new or greater skills are required, such employees shall, at the expense of the Company, be provided with a reasonable period of training.
- 75.6 Employees displaced from their jobs; as a result of a technological change will have the right to displace junior employees pursuant to the layoff provisions of the Collective Agreement.

## **Article 76. APPRENTICESHIP PROGRAM**

- 76.1 The number of new Apprentices is conditional upon there being vacancies in the Culinary and Engineering Departments as follows:
- Engineering: Maintenance I, Maintenance II
  - Culinary: 1st Cook
- 76.2 The term "Journeyman" as used in this Agreement shall mean any person:
- a) Who holds a Certificate of Qualification in a Maintenance I, 1st Cook and/or Chef de Partie occupation.
  - b) Who has served a bona fide apprenticeship of three (3) years, 6,000 hours to five (5) years, 9,000 hours and holds a certification which substantiates his/her claim.

- 76.3 The rate of pay for such classifications shall be as follows:
- a) Apprentices shall be compensated at 65% of the applicable Journeyperson rate for the first year of their apprenticeship, 75% of the applicable Journeyperson rate for year two (2) of their apprenticeship and 90% of the applicable Journeyperson rate for the balance of the required apprenticeship period.
  - b) Applicants from either the Culinary Department or Maintenance Departments respectively shall have their rate of pay "grandfathered" for the duration of the apprenticeship program, if their current rate exceeds the rates identified above.
  - c) For the purposes of this Agreement, the applicable Journeyperson rate for the Culinary Apprentices is the 1st Cook rate and the applicable Journeyperson rate for Maintenance Apprentices is the Maintenance I or Maintenance II rate, both as specified in the Wage Schedule of this Collective Agreement.
- 76.4 Internal applicants to the classification of Apprentice shall continue to accrue seniority and benefits as outlined in the Collective Agreement.
- 76.5 An employee having seniority in the Casino who enters the Apprentice Training program shall, during the period of his/her Apprenticeship, retain and accumulate seniority in his/her program, he/she shall return to his/her former seniority group in the Casino in line with such established seniority in his/her former seniority group.
- 76.6 When the workforce is increased in a trade, Apprentices must be recalled according to trade apprentice seniority. All Apprentices in a trade shall be recalled before any new Journeyperson shall be hired.

- 76.7 Upon completion of the Apprenticeship Program, an apprentice shall be classified within the applicable trade and placed on the seniority list as of their date of entry into the classification.
- 76.8 In the event there is a reduction in the trades, such employee will have one transfer back to the bargaining unit. Once an employee has so elected, he/she shall not again have this right of election should he/she return to the Skilled Trades.
- 76.9 When the workforce is increased in a trade, Apprentices must be recalled according to seniority. External applicants to the Apprenticeship Program shall be considered employees under the terms of the Collective Agreement, for the term of their apprenticeship, save and except as noted herein.
- 76.10 External applicants hired as Apprentices shall not accumulate time towards the fulfillment of the sixty (60) day probation period, as identified under Article 15 – Seniority/Loss of Seniority of the Collective Agreement until they have achieved Journeyperson status. Upon successful completion of the probationary period, the Journeyperson's seniority date shall be their original date of hire as an Apprentice.
- 76.11 During the time that they work under the conditions of this Agreement, they will not be eligible to apply for transfer under Article 26 – Job Vacancies and Posting of the Collective Agreement or for hiring as a new employee.
- 76.12 Apprentices shall only be eligible for benefit coverage in accordance with Article 47 – Health and Welfare Benefits.
- 76.13 The Company may cancel the Apprenticeship Agreement of an employee at any time, subject to review by

the Skilled Trades Committee.

- 76.14 All applicants to the Apprenticeship Program are required to sign a copy of the Apprentice Agreement, signifying their understanding and agreement with the terms and conditions of their Apprenticeship.
- 76.15 Apprentices shall not be considered as part of the Full-time compliment of employees in their department and shall not be used to supplement same, except in cases of practical training. This shall not, however, result in the layoff of a permanent employee.
- 76.16 The provisions of Article 27 – Hours of Work-General will not apply to Apprentices. Apprentices may be scheduled on all shifts depending on skill requirements.
- 76.17 Upon presentation of valid receipts, Apprentices shall be entitled to reimbursement for professional tools and books up to a maximum of \$350. On successful completion of six hundred-forty (640) hours of the program, Apprentices shall be entitled to a further reimbursement for professional tools and books (with valid receipts) up to a maximum of \$150.
- 76.18 The Company will provide Apprentices in receipt of Employment Insurance (EI) with a Training Allowance equal to the difference between their EI payments and 100% of the Apprentice's base regular biweekly rate of pay less any statutory deductions for the period the Apprentice is on a leave from the Company to attend the classroom portion of the program. In no event shall the sum of the EI payment and the top-up exceed 100% of the Apprentice's applicable apprenticeship rate as specified in 76.3 a) above.
- 76.19 At the successful completion of each block release training period, the applicable training allowance shall be paid to the Apprentice. An Apprentice must also fur-

nish an official transcript from the program to the Manager of Human Resources to initiate payment.

- 76.20 The Company agrees to pay for apprenticeship related programs to the maximum under Article 55 – Tuition Fees of the Collective Agreement.
- 76.21 Should Employment Insurance not be available to employees during the period of time they are on a leave from the Company to attend the classroom portion of the program, the Skilled Trades Committee shall meet to discuss the situation.
- 76.22 Employees classified as Apprentices shall be subject to skilled trades Union dues, equivalent to 0.5 hours x rate of pay, to be deducted upon entry to the Apprenticeship Program and the first pay period in January thereafter.
- 76.23 Upon successful completion of the Apprenticeship Program and attainment of the “Red Seal” Certificate of Qualification, Apprentices in the Culinary Department shall be classified as “First Cooks.”
- 76.24 Upon successful completion of the Apprenticeship Program and attainment of a Certificate of Qualification, Apprentices in the Maintenance Department shall be classified as Maintenance I. Upon successful attainment of a Certificate of Apprenticeship, Apprentices in the Maintenance Department shall be classified as Maintenance II.
- 76.25 The Skilled Trades Committee shall meet for the purpose of reviewing the selection criteria for the Apprenticeship Program, prior to the commencement of the program.
- 76.26 Should the Manager (or designate) in charge of an Apprentice find an Apprentice demonstrates a lack of interest or lack of ability to become a competent

Journey person, the facts shall be presented to the Skilled Trades Committee for its review and recommendation. Under these circumstances, the Committee will decide whether the Apprentice may be permitted to continue in probationary status, be required to repeat a specified process or series of processes or terminate their apprenticeship contract for cause.

- 76.27 The following criteria shall be considered cause for the purpose of placing an Apprentice on probation or removing them from the Apprenticeship Program:
- Inability to learn;
  - Unsatisfactory work;
  - Lack of interest in work or education.
- 76.28 Seniority employees who are removed from the Apprenticeship Program shall return to their former position, seniority permitting.
- 76.29 An Apprentice shall be allowed to withdraw from the Apprenticeship Program at any time prior to completion of six hundred-forty (640) hours. After six hundred-forty (640) hours, requests to withdraw will require the approval of the Skilled Trades Committee.
- 76.30 The Company – Unifor Skilled Trades Committee shall consist of:
- Manager of Human Resources
  - Executive Chef
  - Director of Engineering
  - Director of Resort Operations
  - Local Union Representative
  - Chairperson, Casino Unit
  - Union Representative - Engineering Department
  - Union Representative - Culinary Department

## **Article 77.     DISCIPLINE**

- 77.1     Union Representative(s) will be present during all meetings with employees regarding disciplinary actions.
- 77.2     At the commencement of the discipline meeting, the Company will identify the reason for the meeting as well as the existence of video footage, should it be relied upon.
- 77.3     No disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.
- 77.4     "Discipline" is defined to include any recorded discipline issued to an employee. A copy of any recorded discipline will be given to the Union.
- 77.5     The Company acknowledges that it will not utilize surveillance videos to measure the job performance of its employees but will continue to have the right to utilize surveillance videos for the purpose of safeguarding its' assets and maintaining the integrity and security of the Casino.
- 77.6     Should the Company rely on surveillance video for the purposes of discipline of suspension level or greater, the Company will permit the Union Chairperson (or in the absence of the Union Chairperson, the Acting Chairperson) or Committee Person or alternate Committee Person (if appropriate) or an AGCO licensed Executive Member of the Union and the employee, to view the video footage, upon request by the Union Chairperson to the Manager, Labour Relations. The Manager, Labour Relations will arrange viewing through the Director, Surveillance.

The Union and the Chairperson may request to view footage relied upon to issue discipline of a level below



suspension, if there exists extraordinary and compelling reason to do so.

The Union and the Chairperson (or in the absence of the Chairperson, the Acting Chairperson) or an AGCO licensed Executive Member of the Union and the employee may view a video tape which the Company intends to introduce into evidence at an arbitration hearing, at Step 4 of the grievance procedure.

- 77.7 In the case of an investigative suspension, the Company will have the right to suspend the employee, with/without pay, for not more than five (5) days. The Union will be notified of all investigative suspensions at the time of issuance.
- 77.8 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 five (5) days, such longer period shall be without pay.
- 77.9 In order to ensure that discipline is issued in a timely manner, it is to be given within the first five (5) days the employee works following the date of the incident, unless it is resulting from an incident being investigated by a law enforcement or regulatory agency.
- 77.10 A representative of the Union and the Company's Human Resources Department will be present at all termination meetings.
- 77.11 Complaints by guests regarding staff will be investigated within two (2) days of receipt of the complaint. The Union will be advised as to any disciplinary action. The Company commits to a full review of all verifiable facts surrounding guest complaints prior to the imposition of any discipline.

## **Article 78. GRIEVANCE PROCEDURE**

- 78.1 A grievance shall be defined as any difference or dispute between the Company and the Union regarding the interpretation, application or administration of this Agreement.
- 78.2 All grievances shall be created and administered using the automated Grievance Tracker System. Such system will be administered by the Company and will provide a mechanism for the parties to resolve grievances in accordance with the procedures set out below.
- 78.3 Both parties agree the Grievance Tracker System may not be a comprehensive record of the grievance and will not be used to limit the grounds the Union can argue. Every effort will be made to communicate the details of the grievance.

### **Step 1**

- 78.4 Employees who have a grievance shall first take the matter up with their Supervisor or Manager within five (5) working days of the time when the cause of the complaint occurred, failing which the steward or Committee Person must discuss the grievance with the Company's designated representative or the Manager in the employee's area before the grievance is created.

### **Step 2**

- 78.5 If the grievance is not satisfactorily resolved within four (4) working days after the above discussions have occurred, the grievance may then be taken up in the following manner utilizing the Grievance Tracker System:
- 78.6 The Department Head or designate, shall convene a meeting with the applicable Committee Person within five (5) working days after receipt of the grievance. The

Department Head or designate, shall respond with a decision to the applicable Committee Person within five (5) working days after the meeting.

### **Step 3**

- 78.7 If the decision of the Department Head at Step 2 is not satisfactory to the Union, the Union may appeal the decision of the Department Head to the applicable Human Resources Manager or designate, within five (5) working days after the Union has received the decision of the Department Head. The Human Resources Manager or designate, shall convene a meeting with the Local Grievance Coordinator and Chairperson within five (5) working days after receipt of the appeal. The Human Resources Manager or designate, shall respond with a decision within five (5) working days after the meeting.

### **Step 4**

- 78.8 If the decision of the Human Resources Manager is not satisfactory to the Union, the Union may appeal the decision of the Human Resources Manager to the Vice President of Human Resources or designate, within five (5) working days after the decision of the Human Resources Manager. The Vice President of Human Resources or designate shall convene a meeting with the Local Union Representatives and the Chairperson within twenty (20) working days after receipt of the appeal. The National Union Representative (or designate) may attend such meeting. A Human Resource Senior Manager shall respond with a decision to the National Union Representative or designate within five (5) working days after the meeting. A copy of the decision shall be given to the National Union Representative, Local Union Representatives and Chairperson.

## **Step 5**

- 78.9 If the decision of the Vice President of Human Resources or designate, is not satisfactory to the Union and provided the complaint and the grievance have been processed in the manner hereinbefore laid down, within the time limits prescribed, the grievance may be taken to a Grievance Commissioner, Mediation or directly to Arbitration in accordance with the time limits prescribed and in the manner described in Articles 79 – Grievance Commissioner, Article 80 - Mediation and Article 81 - Arbitration herein.

## **Group/Policy Grievance**

- 78.10 A "Group Grievance" may be created where employees have identical grievances. Rather than file individual grievances, the Union may file a Group Grievance identifying the names of each of the affected employees. A group grievance will start at Step 2 of the grievance procedure.
- 78.11 A "Policy Grievance" may be created where there is a dispute arising directly between the Union and the Company concerning the interpretation, application or alleged violation of the Collective Agreement. An individual grievance may not be filed as a Policy Grievance to avoid the time limits set out in this Article.
- 78.12 A Policy grievance initiated by the Union must be filed, with the Vice President of Human Resources of the Company or designate, within ten (10) working days after the date on which the circumstances giving rise to the grievance became known or ought to have been known. A Policy grievance initiated by the Company must be filed, in writing, with the Local Union within ten (10) working days after the date on which the circumstances giving rise to the grievance became known or ought to have been known. After the filing of a Union or Company grievance, as aforesaid, the grievance

shall be dealt with at Step 4 of the grievance procedure prescribed in Article 78.8 of this Agreement. If the grievance is not resolved at this step, the grievance may be taken to Grievance Commissioner/ Arbitration in accordance with the provisions of this Agreement.

- 78.13 The Company and the Union may mutually agree to extend any of the time limits set out in this Article.

## **Article 79. GRIEVANCE COMMISSIONER**

- 79.1 Grievance Commissioner may serve as an alternative to the mediation or regular arbitration procedure. The parties shall have the option of mutually agreeing to refer a post fourth step grievance to a Grievance Commissioner in the following procedure:
- 79.2 The Company and Union may agree in writing to the appointment of a person or persons as a single Arbitrator to be known as a Grievance Commissioner (where more than one, acting in rotation) will be set aside such time as may be requested by the Company and the Union to consider and determine grievances referred hereunder on a Without Prejudice and non-binding fashion.
- 79.3 Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out hereto.
- 79.4 The decision of the Grievance Commissioner shall 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.

- 79.5 If the decision of the Grievance Commissioner is unacceptable to either party, the matter may be brought forward to Mediation or Arbitration.
- 79.6 Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
- a) be consistent with the provisions of this Agreement;
  - b) be confined to the grievance referred to him/her.
- 79.7 The Union and the Company shall each be responsible for one-half the expenses of any fees payable to the Grievance Commissioner.
- 79.8 The parties, when referring a grievance to a Grievance Commissioner shall also provide him with the Step 3 summary (or as amended by agreement of the parties) and the decisions of the Management Representative at Step 2, Step 3 and Step 4.
- 79.9 The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- 79.10 The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.
- 79.11 The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing 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.

- 79.12 The Grievance Commissioner must render a decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after the decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of the decision.

## **Article 80. MEDIATION**

- 80.1 Either party may submit the grievance to mediation at any time within five (5) calendar days following the receipt of the reply at Step 4. No matter may be submitted to mediation which has not properly carried through the Grievance procedure outlined in Article 78 – Grievance Procedure.
- 80.2 The parties will appoint a mutually agreed upon Mediator.
- 80.3 The mediation process is Without Prejudice to either party.
- 80.4 The Mediator will have the authority to meet separately with any person(s) relating to the matter but will not, however, have the authority to compel the resolution of a matter.
- 80.5 If no settlement is reached within five (5) days of the mediation procedure, the parties are free to submit the matter to arbitration as set out in Article 81 - Arbitration herein.
- 80.6 The cost of the mediation will be shared by both parties, if any.

## **Article 81.     ARBITRATION**

- 81.1     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 twenty (20) working days after the decision of the Vice President of Human Resources of the Company or designate, as provided in Step 4 of Article 78 – Grievance Procedure of this Agreement.
- 81.2     Failure to issue notice to arbitrate within the time limits prescribed in Article 78 – Grievance Procedure will result in the grievance being deemed to have been abandoned.
- 81.3     The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the Company, the Union and any employees affected by the decision.
- 81.4     The Arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provision of this Agreement or to substitute any new provision for any existing provision or to make any decision inconsistent with the terms and provisions of the Agreement or to deal with any matter not covered by this Agreement.
- 81.5     The Arbitrator may, in a case involving discipline or discharge, substitute such penalty as the Arbitrator considers being just and reasonable in all the circumstances.
- 81.6     The parties will mutually agree to the appointment of the Arbitrator.



## **Article 82. CESSATION OF OPERATION**

- 82.1 The Company shall advise the Union at least sixty (60) days in advance of any planned permanent shutdown of its' Windsor Casino. The period of notice set out in this Article may be increased if required by the provisions of the *Employment Standards Act*.
- 82.2 In the event of a planned permanent shutdown, the Company 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 83. UNION PINS / REMEMBRANCE DAY POPPIES**

- 83.1 Employees will be permitted to wear the "Unifor" pins and "Canadian Flag" pins on their uniforms. Such pins shall be no larger than the size of a \$1.00 coin. Furthermore, employees will be permitted to wear a poppy on their uniforms in early November and a "white ribbon" on December 6th.

## **Article 84. LIE DETECTOR / STRIP SEARCHES / DRUG OR ALCOHOL.**

- 84.1 The Company will not introduce lie detector tests into the workplace. The Company will not conduct strip searches or mandate drug or alcohol testing, as provided in law. This shall in no way limit the authority of any legal authority in this regard.

## **Article 85. LOCKERS**

- 85.1 The Company will provide individual lockers as designated, with locks for all employees and shall also provide and maintain in clean and sanitary condition, private dressing areas with washrooms and sufficient shower facilities. No representative of the Company shall open an employee's locker unless a Union Representative is present. All present practices for lockers, changing areas, and coat check now provided by the Company will remain in effect for the duration of the contract.

## **Article 86. PARKING**

- 86.1 The Company will make available suitable parking areas for all employees at no cost to employees. Transportation will be provided by the Company on a regular basis to transfer employees to and from the casino, if required. Employees parking on Company property will park in lots as designated by the Company.

Union Representatives will be allowed to park in the Casino parking garage in designated areas.

## **Article 87. STAFF DINING ROOM**

- 87.1 The Company shall provide for all employees a staff cafeteria which will provide hot food, microwave ovens, toasters, condiments, vending machines (including 250), refrigerated milk and soft drinks. Proper hygiene practices shall be followed by persons dispensing food.
- 87.2 The staff cafeteria will be operated on a 'break-even' basis, with prices set to recover the operating costs of the cafeteria.

## **Article 88. TRAVELING ALLOWANCE**

- 88.1 The Company will pay forty cents (40¢) per kilometre for all authorized kilometres driven by an employee in his/her own automobile on Company's business, not including transportation to and from work.

## **Article 89. GAMING LICENSES**

- 89.1 The Company will reimburse employees who are required to maintain a gaming license upon presentation of a receipt and a copy of the license.

## **Article 90. CHARITIES**

- 90.1 The Company and the Union are committed to working jointly on the United Way campaign and Coats for Kids Program. The Company will also support the Unifor Food Drive.
- 90.2 Money obtained as the result of the sale of lost and found items to be divided amongst designated charities agreed to by the Union.

## **Article 91. MULTIPLE FACILITIES**

- 91.1 During negotiations, the Company and the Union discussed the possibility of the Company operating more than one gaming facility. It was agreed that, should this occur, the parties will meet in advance to discuss the implications that this may have on this Collective Agreement.

## **Article 92. CIVIL LIABILITY**

92.1 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of their assigned duties, then:

- a) The employee, upon being served with any legal process, where upon receipt of any action of proceedings as hereinbefore referred to, being commenced against him or her shall advise the Company through the Vice President of Human Resources of any such notification or legal process;
- b) Upon the employee notifying the Company in accordance with paragraph (a) above, the Company and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Company shall unilaterally appoint counsel. The Company accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel;
- c) The Company shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Company, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute gross negligence at his or her duty as an employee;
- d) The Company shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute gross negligence at his or her duty as an employee.

## **Article 93. COPY OF AGREEMENT**

- 93.1 The Company will pay the cost of printing a copy of the Collective Agreement in booklet form to be provided to all seniority employees with two hundred (200) copies of the Collective Agreement (spiraled) to the Union. As well, the Company will provide the Union with one hundred (100) copies of the Collective Agreement on CD ROM. The Company will also provide seniority employees with a brochure outlining the health and welfare benefits. The Workplace Practices and Procedure Agreement will be printed at the back of the Collective Agreement booklet. The Collective Agreement booklet will be printed within three (3) months following ratification. A benefit booklet will be printed following finalization of the benefit plan to be in effect during the first year of the Collective Agreement.

## **Article 94. DURATION**

- 94.1 This agreement shall be effective from the 4th day of April, 2018, up to and including April 3, 2021. Either party shall be entitled to give notice in writing to the other party as provided in the *Labour Relations Act* 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.

- 94.2 Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further periods as the parties mutually agreed upon.

Dated at Windsor, this 4th day of April, 2018.

**For The Employer**

Kelly Wolfe-Gregoire  
Catherine Heffernan  
Lee Antoniow  
Phyllis Seguin  
Linda Greenwood  
Greg Chamberlain  
Tony Facchineri  
Karen Holman

**For The Union**

David Cassidy  
James Stewart  
Doug Boughner  
Manny Cardoso  
Dana Dunphy  
Jim Woods  
Diego Mazzone  
Vince DiStefano  
Sue McKinnon  
Brian Zarin  
Laurie Green

SCHEDULE "A"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
TABLE GAMES			
Dealer 1 - (One Game)	14.00	14.04	15.60
Dealer 2 - (Two Games)	14.00	14.27	15.85
Dealer 3 - (Three Games)	14.00	14.49	16.10
Dealer 4 - (Four Games)	14.00	14.72	16.35
Dealer 5 - (Five Games)	14.00	14.94	16.60
Dealer 6 - (Six Games)	14.00	15.17	16.85
Sr. Casino Maintenance	20.70	23.28	25.37
Casino Maintenance	19.10	21.48	23.37
Gaming Administration Clerk	16.79	18.89	20.39
SLOTS DEPARTMENT			
Slot Technician I (Yr Three)			25.37
Slot Technician II (Yr Two)			23.22
Slot Technician III (Yr One)			21.07
Slot Attendant	15.16	17.06	18.95
CASINO FINANCE			
Count Room Attendant	16.33	18.37	20.41
*Hard Count Attendant	16.33	18.37	20.41
Impressment Attendant	16.33	18.37	20.41
Resort Operations Cashier	15.93	17.92	19.91
Casino Auditor	17.63	19.84	22.04
Casino Cashier	16.56	18.63	20.70
Casino Banking Cashier	16.42	18.48	20.53
Cashier Administrative Clerk	16.33	18.37	20.41
*Hard Count Attendant for Pay Equity purposes only.			
SECURITY			
Security Officer	17.16	19.31	21.45
Security VIP/Dispatch Rep	17.64	19.85	22.05
Investigator	17.64	19.85	22.05

**SCHEDULE "A"**

**HOURLY WAGES - April 4, 2018 - April 3, 2019**  
**(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)**

<b>JOB CLASSIFICATION</b>	<b>FROM DATE OF HIRE TO 26 WEEKS 80%</b>	<b>FROM 26 WEEKS TO 52 WEEKS 90%</b>	<b>AFTER 52 WEEKS 100%</b>
<b>KITCHEN</b>			
Chef de Partie	18.44	20.75	23.05
First Cook	16.79	18.89	20.99
Second Cook	16.08	18.09	20.10
Steward	15.62	17.58	19.53
<b>NEROS</b>			
Bartender	13.10	14.73	16.37
Host/ess	15.62	17.58	19.53
Server	12.42	13.97	15.52
Food Runner	14.02	15.78	17.53
<b>GLOBAL FOODSERVICE OUTLETS</b>			
Server	12.42	13.97	15.52
Host/ess	15.62	17.58	19.53
Buspersion	14.02	15.78	17.53
Food Runner	14.02	15.78	17.53
<b>GRAB N GO</b>			
Quick Service Attendant	14.82	16.68	18.53
<b>BEVERAGE</b>			
Bartender	13.10	14.73	16.37
Server	12.42	13.97	15.52
Bar Porter	14.02	15.78	17.53



SCHEDULE "A"			
HOURLY WAGES - April 4, 2018 - April 3, 2019 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
BANQUET			
Captain	13.22	14.87	16.52
Head Banquet Porter	14.82	16.68	18.53
Senior Banquet Server	12.42	13.97	15.52
Banquet Bartender	13.10	14.73	16.37
MAINTENANCE			
Maintenance 1			
Carpenter			31.06
Millwright			31.06
Painter			31.06
Pipefitter/Plumber			31.06
Electrician			31.06
HVAC Technician			31.06
Woodworker			31.06
Electronic Technician			31.06
Maintenance 2			
Acoustics			28.81
Kitchen Repair			28.81
Locksmith			28.81
Upholsterer			28.81
Building Operations (BOME)			28.81
Flooring			28.81
Painter (no C of Q)			28.81
Maintenance 3			
Maintenance 4	16.73	18.82	Paid applicable % of I or II rate 20.91
Engineering Crib Attendant	16.73	18.82	20.91
Groundskeeper	16.98	19.10	21.22
Engineering Clerk	16.33	18.37	20.41

**SCHEDULE "A"**

**HOURLY WAGES - April 4, 2018 - April 3, 2019**  
**(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)**

<b>JOB CLASSIFICATION</b>	<b>FROM DATE OF HIRE TO 26 WEEKS 80%</b>	<b>FROM 26 WEEKS TO 52 WEEKS 90%</b>	<b>AFTER 52 WEEKS 100%</b>
<b>FRONT OFFICE / GUEST SERVICES</b>			
Guest Services Representative	16.96	19.08	21.20
Bell Person	14.00	14.94	16.60
Coat Check Attendant	14.00	14.99	16.66
<b>TRANSPORTATION</b>			
Transportation Attendant	14.00	14.94	16.60
Door Person	14.00	15.30	17.00
Garage Attendant	14.02	15.78	17.53
Key Attendant	15.62	17.58	19.53
<b>HOUSEKEEPING</b>			
Janitor	15.68	17.64	19.60
Men's Washroom Cleaner	16.08	18.09	20.10
Women's Washroom Cleaner	16.08	18.09	20.10
Guest Room Attendant	16.33	18.37	20.41
Uniform Attendant	16.33	18.37	20.41
Tailor	16.79	18.89	20.99
Laundry Attendant	16.33	18.37	20.41
<b>STORES &amp; RECEIVING</b>			
Senior Store Clerk	18.18	20.45	22.72
Store Clerk	16.18	18.21	20.23
Liquor Room Attendant	16.33	18.37	20.41
<b>PURCHASING</b>			
Buyer	18.71	21.05	23.39
<b>IT</b>			
Computer Technician	18.71	21.05	23.39
Audio Visual Technician	20.85	23.45	26.06
<b>OFFICE SERVICES</b>			
Mailroom Attendant	16.68	18.77	20.85

SCHEDULE "A"			
HOURLY WAGES - April 4, 2018 - April 3, 2019 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
MARKETING & PROMOTIONS			
Total Rewards Representative	17.28	19.44	21.60
Total Rewards Clerk	16.33	18.37	20.41
Casino Marketing Co-ord.	17.63	19.84	22.04
Marketing Clerk (Motor Coach)	16.88	18.99	21.10
BOX OFFICE			
Box Office Agent	16.33	18.37	20.41
RETAIL			
Retail Attendant	16.36	18.41	20.45
SCHEDULE "B"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
Event Server Casual			
(\$3.08 in lieu of Part Time Health and Welfare Benefits, Paid Holidays, Vacation with Pay and Pension Plan contributions.)	12.20		
SCHEDULE "C"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
Event Ticket Taker/Usher	14.00		
Event Security Staff	14.00		
Event Colosseum Server	14.00		
TPT's	14.00		

# SCHEDULE "A"

(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)

JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
TABLE GAMES			
Dealer 1 - (One Game)	14.00	14.72	16.35
Dealer 2 - (Two Games)	14.00	14.94	16.60
Dealer 3 - (Three Games)	14.00	15.17	16.85
Dealer 4 - (Four Games)	14.00	15.39	17.10
Dealer 5 - (Five Games)	14.00	15.62	17.35
Dealer 6 - (Six Games)	14.00	15.84	17.60
Sr. Casino Maintenance	21.30	23.96	26.62
Casino Maintenance	19.70	22.16	24.62
Gaming Administration Clerk	17.39	19.57	21.74
SLOTS DEPARTMENT			
Slot Technician I (Yr Three)			26.12
Slot Technician II (Yr Two)			23.97
Slot Technician III (Yr One)			21.82
Slot Attendant	15.76	17.73	19.70
CASINO FINANCE			
Count Room Attendant	16.93	19.04	21.16
*Hard Count Attendant	16.93	19.04	21.16
Impressment Attendant	16.93	19.04	21.16
Resort Operations Cashier	16.53	18.59	20.66
Casino Auditor	18.23	20.51	22.79
Casino Cashier	17.16	19.31	21.45
Casino Banking Cashier	17.02	19.15	21.28
Cashier Administrative Clerk	16.93	19.04	21.16
*Hard Count Attendant for Pay Equity purposes only.			
SECURITY			
Security Officer	17.76	19.98	22.20
Security VIP/Dispatch Rep	18.24	20.52	22.80
Investigator	18.24	20.52	22.80

**SCHEDULE "A"**

**HOURLY WAGES - April 4, 2019 - April 3, 2020  
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)**

<b>JOB CLASSIFICATION</b>	<b>FROM DATE OF HIRE TO 26 WEEKS 80%</b>	<b>FROM 26 WEEKS TO 52 WEEKS 90%</b>	<b>AFTER 52 WEEKS 100%</b>
<b>KITCHEN</b>			
Chef de Partie	19.04	21.42	23.80
First Cook	17.39	19.57	21.74
Second Cook	16.68	18.77	20.85
Steward	16.22	18.25	20.28
<b>NEROS</b>			
Bartender	13.70	15.41	17.12
Host/ess	16.22	18.25	20.28
Server	13.02	14.64	16.27
Food Runner	14.62	16.45	18.28
<b>GLOBAL FOODSERVICE OUTLETS</b>			
Server	13.02	14.64	16.27
Host/ess	16.22	18.25	20.28
Busperson	14.62	16.45	18.28
Food Runner	14.62	16.45	18.28
<b>GRAB N GO</b>			
Quick Service Attendant	15.42	17.35	19.28
<b>BEVERAGE</b>			
Bartender	13.70	15.41	17.12
Server	13.02	14.64	16.27
Bar Porter	14.62	16.45	18.28

**SCHEDULE "A"**

HOURLY WAGES - April 4, 2019 - April 3, 2020  
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)

JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS	FROM 26 WEEKS TO 52 WEEKS	AFTER 52 WEEKS
	80%	90%	100%
<b>BANQUET</b>			
Captain	13.82	15.54	17.27
Head Banquet Porter	15.42	17.35	19.28
Senior Banquet Server	13.02	14.64	16.27
Banquet Bartender	13.70	15.41	17.12
<b>MAINTENANCE</b>			
<u>Maintenance 1</u>			
Carpenter			31.81
Millwright			31.81
Painter			31.81
Pipefitter/Plumber			31.81
Electrician			31.81
HVAC Technician			31.81
Woodworker			31.81
Electronic Technician			31.81
<u>Maintenance 2</u>			
Acoustics			29.56
Kitchen Repair			29.56
Locksmith			29.56
Upholsterer			29.56
Building Operations (BOME)			29.56
Flooring			29.56
Painter (no C of Q)			29.56
<u>Maintenance 3</u>			Paid applicable % of I or II rate
Maintenance 4	17.33	19.49	21.66
Engineering Crib Attendant	17.33	19.49	21.66
Groundskeeper	17.58	19.77	21.97
Engineering Clerk	16.93	19.04	21.16

SCHEDULE "A"			
HOURLY WAGES - April 4, 2019 - April 3, 2020 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
FRONT OFFICE / GUEST SERVICES			
Guest Services Representative	17.56	19.76	21.95
Bell Person	14.00	15.62	17.35
Coat Check Attendant	14.00	15.67	17.41
TRANSPORTATION			
Transportation Attendant	14.00	15.62	17.35
Door Person	14.20	15.98	17.75
Garage Attendant	14.62	16.45	18.28
Key Attendant	16.22	18.25	20.28
HOUSEKEEPING			
Janitor	16.28	18.32	20.35
Men's Washroom Cleaner	16.68	18.77	20.85
Women's Washroom Cleaner	16.68	18.77	20.85
Guest Room Attendant	16.93	19.04	21.16
Uniform Attendant	16.93	19.04	21.16
Tailor	17.39	19.57	21.74
Laundry Attendant	16.93	19.04	21.16
STORES & RECEIVING			
Senior Store Clerk	18.78	21.12	23.47
Store Clerk	16.78	18.88	20.98
Liquor Room Attendant	16.93	19.04	21.16
PURCHASING			
Buyer	19.31	21.73	24.14
IT			
Computer Technician	19.31	21.73	24.14
Audio Visual Technician	21.45	24.13	26.81
OFFICE SERVICES			
Mailroom Attendant	17.28	19.44	21.60

SCHEDULE "A"			
HOURLY WAGES - April 4, 2019 - April 3, 2020 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
MARKETING & PROMOTIONS			
Total Rewards Representative	17.88	20.12	22.35
Total Rewards Clerk	16.93	19.04	21.16
Casino Marketing Co-ord.	18.23	20.51	22.79
Marketing Clerk (Motor Coach)	17.48	19.67	21.85
BOX OFFICE			
Box Office Agent	16.93	19.04	21.16
RETAIL			
Retail Attendant	16.96	19.08	21.20
SCHEDULE "B"			
HOURLY WAGES - April 4, 2019 - April 3, 2020 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
Event Server Casual			
(\$3.08 in lieu of Part Time Health and Welfare Benefits, Paid Holidays, Vacation with Pay and Pension Plan contributions.)	12.20		
SCHEDULE "C"			
HOURLY WAGES - April 4, 2019 - April 3, 2020 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
	FROM 26 WEEKS TO 52 WEEKS		
Event Ticket Taker/Usher	14.00		
Event Security Staff	14.00		
Event Colosseum Server	14.00		
TPT's	14.00		



SCHEDULE "A"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
TABLE GAMES			
Dealer 1 - (One Game)	14.00	14.94	16.60
Dealer 2 - (Two Games)	14.00	15.17	16.85
Dealer 3 - (Three Games)	14.00	15.39	17.10
Dealer 4 - (Four Games)	14.00	15.62	17.35
Dealer 5 - (Five Games)	14.08	15.84	17.60
Dealer 6 - (Six Games)	14.28	16.07	17.85
Sr. Casino Maintenance	21.50	24.18	26.87
Casino Maintenance	19.90	22.38	24.87
Gaming Administration Clerk	17.59	19.79	21.99
SLOTS DEPARTMENT			
Slot Technician I (Yr Three)			26.37
Slot Technician II (Yr Two)			24.22
Slot Technician III (Yr One)			22.07
Slot Attendant	15.96	17.96	19.95
CASINO FINANCE			
Count Room Attendant	17.13	19.27	21.41
*Hard Count Attendant	17.13	19.27	21.41
Impressment Attendant	17.13	19.27	21.41
Resort Operations Cashier	16.73	18.82	20.91
Casino Auditor	18.43	20.74	23.04
Casino Cashier	17.36	19.53	21.70
Casino Banking Cashier	17.22	19.38	21.53
Cashier Administrative Clerk	17.13	19.27	21.41
*Hard Count Attendant for Pay Equity purposes only.			
SECURITY			
Security Officer	17.96	20.21	22.45
Security VIP/Dispatch Rep	18.44	20.75	23.05
Investigator	18.44	20.75	23.05

**SCHEDULE "A"**

**HOURLY WAGES - April 4, 2020 - April 3, 2021  
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)**

JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS	FROM 26 WEEKS TO 52 WEEKS	AFTER 52 WEEKS
	80%	90%	100%
<b>KITCHEN</b>			
Chef de Partie	19.24	21.65	24.05
First Cook	17.59	19.79	21.99
Second Cook	16.88	18.99	21.10
Steward	16.42	18.48	20.53
<b>NEROS</b>			
Bartender	13.90	15.63	17.37
Host/ess	16.42	18.48	20.53
Server	13.22	14.87	16.52
Food Runner	14.82	16.68	18.53
<b>GLOBAL FOODSERVICE OUTLETS</b>			
Server	13.22	14.87	16.52
Host/ess	16.42	18.48	20.53
Buspersion	14.82	16.68	18.53
Food Runner	14.82	16.68	18.53
<b>GRAB N GO</b>			
Quick Service Attendant	15.62	17.58	19.53
<b>BEVERAGE</b>			
Bartender	13.90	15.63	17.37
Server	13.22	14.87	16.52
Bar Porter	14.82	16.68	18.53

**SCHEDULE "A"**

HOURLY WAGES - April 4, 2020 - April 3, 2021  
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)

JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS	FROM 26 WEEKS TO 52 WEEKS	AFTER 52 WEEKS
	80%	90%	100%
<b>BANQUET</b>			
Captain	14.02	15.77	17.52
Head Banquet Porter	15.62	17.58	19.53
Senior Banquet Server	13.22	14.87	16.52
Banquet Bartender	13.90	15.63	17.37
<b>MAINTENANCE</b>			
<u>Maintenance 1</u>			
Carpenter			32.06
Millwright			32.06
Painter			32.06
Pipefitter/Plumber			32.06
Electrician			32.06
HVAC Technician			32.06
Woodworker			32.06
Electronic Technician			32.06
<u>Maintenance 2</u>			
Acoustics			29.81
Kitchen Repair			29.81
Locksmith			29.81
Upholsterer			29.81
Building Operations (BOME)			29.81
Flooring			29.81
Painter (no C of Q)			29.81
<u>Maintenance 3</u>			
Maintenance 3			Paid applicable % of I or II rate
Maintenance 4	17.53	19.72	21.91
Engineering Crib Attendant	17.53	19.72	21.91
Groundskeeper	17.78	20.00	22.22
Engineering Clerk	17.13	19.27	21.41

**SCHEDULE "A"**

**HOURLY WAGES - April 4, 2020 - April 3, 2021  
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)**

<b>JOB CLASSIFICATION</b>	<b>FROM DATE OF HIRE TO 26 WEEKS 80%</b>	<b>FROM 26 WEEKS TO 52 WEEKS 90%</b>	<b>AFTER 52 WEEKS 100%</b>
<b>FRONT OFFICE / GUEST SERVICES</b>			
Guest Services Representative	17.76	19.98	22.20
Bell Person	14.08	15.84	17.60
Coat Check Attendant	14.13	15.89	17.66
<b>TRANSPORTATION</b>			
Transportation Attendant	14.08	15.84	17.60
Door Person	14.40	16.20	18.00
Garage Attendant	14.82	16.68	18.53
Key Attendant	16.42	18.48	20.53
<b>HOUSEKEEPING</b>			
Janitor	16.48	18.54	20.60
Men's Washroom Cleaner	16.88	18.99	21.10
Women's Washroom Cleaner	16.88	18.99	21.10
Guest Room Attendant	17.13	19.27	21.41
Uniform Attendant	17.13	19.27	21.41
Tailor	17.59	19.79	21.99
Laundry Attendant	17.13	19.27	21.41
<b>STORES &amp; RECEIVING</b>			
Senior Store Clerk	18.98	21.35	23.72
Store Clerk	16.98	19.11	21.23
Liquor Room Attendant	17.13	19.27	21.41
<b>PURCHASING</b>			
Buyer	19.51	21.95	24.39
<b>IT</b>			
Computer Technician	19.51	21.95	24.39
Audio Visual Technician	21.65	24.35	27.06
<b>OFFICE SERVICES</b>			
Mailroom Attendant	17.48	19.67	21.85

SCHEDULE "A"			
HOURLY WAGES - April 4, 2020 - April 3, 2021 (PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE TO 26 WEEKS 80%	FROM 26 WEEKS TO 52 WEEKS 90%	AFTER 52 WEEKS 100%
MARKETING & PROMOTIONS			
Total Rewards Representative	18.08	20.34	22.60
Total Rewards Clerk	17.13	19.27	21.41
Casino Marketing Co-ord.	18.43	20.74	23.04
Marketing Clerk (Motor Coach)	17.68	19.89	22.10
BOX OFFICE			
Box Office Agent	17.13	19.27	21.41
RETAIL			
Retail Attendant	17.16	19.31	21.45
SCHEDULE "B"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
Event Server Casual			
(\$3.08 in lieu of Part Time Health and Welfare Benefits, Paid Holidays, Vacation with Pay and Pension Plan contributions.)	12.20		
SCHEDULE "C"			
(PAY EQUITY HAS BEEN ACHIEVED AND MAINTAINED)			
JOB CLASSIFICATION	FROM DATE OF HIRE		
	FROM 26 WEEKS TO 52 WEEKS		
Event Ticket Taker/Usher	14.00		
Event Security Staff	14.00		
Event Colosseum Server	14.00		
TPT's	14.00		

## **LETTERS OF UNDERSTANDING**

### **LOU #1            Training for Non-Dealers**

The Company and the Union discussed the benefit of providing training on table games to seniority employees in classifications other than Dealers. In this regard, the Company will commence a program within the course of this Collective Agreement. Such training will be offered to employees who are not working as a Dealer, on a seniority basis. Such training must be taken during non-working hours. Once employees have completed training on at least two (2) games, they will be eligible for table testing, when the next Dealer positions are posted.

The Company shall offer the opportunity of training at least ten (10) non-Dealer seniority employees in the following games, every calendar year: Blackjack, Roulette, Craps, and Poker.

This letter of understanding in no way limits the amount of dealer training that the Company can offer to persons classified as Dealers.

### **LOU #2            Social Justice Fund**

The Company and the Union agree the establishment of a Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

Subject to the following conditions, the Company will make an annual contribution of \$20,000 each year to the Social Justice Fund. These payments will be made in September of each year of the Collective Agreement.

The Company will make these payments provided that:

- a) The Union operates the fund as a non-profit corporation under the *Canadian Corporations Act*, and ensures that all

necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;

- b) The Union operates the non-profit corporation as a registered charity under the *Income Tax Act* of Canada and maintains the registration in good standing;
- c) The Union obtains and maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- d) At all times, the objects, by-laws and resolutions of this non-profit corporation limit it to making only the following types of financial contributions:
  - Contributions to other Canadian charities that are registered under the *Income Tax Act*;
  - Contributions to international relief efforts that are considered reasonable and which do not hinder the non-profit corporation's ability to maintain its status as a registered charity, in good standing under the *Income Tax Act*;
  - Contributions to any Canadian or international nonpartisan relief efforts to which other Canadian registered charities are also making financial contributions.

### **LOU #3                      Weekly Indemnity (STD) / Long Term Disability (LTD) Benefits Dispute Resolution**

During collective bargaining, the Company and the Union discussed issues relating to the filing of claims for STD and LTD Benefits, and the issues that can arise when claims are denied by the carrier for medical reasons. In order to resolve these issues more expeditiously, the Company and the Union agree as follows:

1. In the event a claim for either STD and/or LTD Benefits is denied by the carriers, a meeting will be con-

vened with the Director of Human Resources or designate and the Chairperson of the Union and Employee to determine the nature of the denial and clarify what, if any, further medical documentation the carrier requires to adjudicate the claim. Thereafter, the Company and the Union will maintain contact with the Employee and provide assistance throughout the appeal process.

2. In the event the claim remains under appeal, the claim file of the Employee may be requested at any time. Thereafter, the employee shall sign an appropriate waiver allowing the Union and the Company the opportunity to receive and review all documentation upon which the carrier relied on in denying the claim, as contained in the employee's claim file with the carrier.
3. The Company, the Union and the employee shall cooperate to ensure that there is full disclosure of all facts and opinions relevant to the claim for benefits. The Union and the employee will indemnify and save harmless the Company, the carrier and any other employee or agent of the Company from the release and use of any information in the dispute of a denied STD and/or LTD claim.
4. Upon receipt of the necessary documentation as provided above, the Director of Human Resources or designate and the Chairperson of the Union will meet at a mutually agreed time to review all documentation considered at the time of the decision to deny the appealed claim.
5. If the claim file contains all the information or documentation identified by the Parties in step 1, required to adjudicate the claim and the parties agree, the Company and the Union will mutually arrange for an independent medical examiner/examination ("IME")



by a duly qualified physician or specialist. The IME physician will be provided with the entire STD/LTD file, including but not limited to all medical documentation, all carrier correspondence and decisions, as well as the established healing guidelines (minimum, optimal and maximum) used by the carrier in determining duration of entitlement.

If the employee has returned to work, the IME physician will conduct an independent medical review of the claim file and provide an opinion on:

- Level and period of disability as of the date benefits were denied by the carrier;

If the employee remains away from work, the IME physician will conduct an examination of the employee and a review of the claim file and provide an opinion on:

- Duration of disability and prognosis for recovery and opinion on current level of disability and fitness to work.

6. Upon completion, the IME physician shall submit the IME report to the Company, the Union and the employee. The IME report shall be limited to a medical opinion on the medical condition of the employee as of the date of claim. The IME physician's opinion will be based on the facts and evidence provided to the carrier at the time of the carrier's decision to deny the STD/LTD claim, as well as the applicable criteria provided for in the carrier's policy document at the time of denial of the claim. The opinion must clearly indicate whether or not the physician providing the IME agrees with the decision of the carrier to deny the appealed claim, or the opinion of the employee's personal physician. If the IME report provides a medical opinion on the medical condition of the employee as of the date of the claim and indicates whether the IME physician agrees with the decision of the carrier

or the employee's personal physician, the report is final and binding on the employee, the Union and the Company.

7. In the event the IME physician's report agrees with the decision of the carrier to deny the STD/LTD claim, the matter will be considered finalized and the Union and/or the employee will not file any grievance, claim or commence any action in this regard.
8. In the event the IME physician's report disagrees with the decision of the carrier to deny the STD/LTD claim, the Company will arrange for a copy of the report to be sent to the carrier to process the claim.
9. The payment of an STD claim to an employee pursuant to the above is not binding or relevant to any subsequent application that an employee may make for LTD. In the event an employee subsequently applies for LTD, and the claim is denied by the carrier, the process outlined in this letter of understanding will recommence at paragraph 1 above.

#### **LOU #4                      Short Term/Long Term Disability Partnership Meetings**

The Company agrees to arrange partnership meetings with the Insurance Carrier and the Union on a semi-annual basis or more frequently as required to discuss issues arising out of the interpretation and clarification of the contract of insurance and the management and adjudication of claims. It is understood that the discussion of individual claims is not appropriate for this forum.

The parties agree to finalize an agenda for these meetings no less than two (2) weeks in advance of the scheduled meeting date.

## **LOU #5**

### **Dealer Tokes**

The Company recognizes that there are circumstances when the Dealer is not compensated by the Toke Committee, but where the Company will reimburse Dealers for tokes.

To that end, the Company commits to reimbursing Dealers for tokes under the following circumstances, unless otherwise provided for in the Collective Agreement:

Dealer is participating in a Transitional Work program as a result of an occupational injury and is performing work other than the essential duties of their regular job or the essential duties of another job classification. Also, where a claim is approved or likely to be approved by the WSIB -100% of daily toke rate verification that WSIB has accepted the claim.

Dealer is absent due to approved vacation as outlined in Article 37 – Vacation with Pay - \$5.50 per hour of paid vacation.

## **LOU #6**

### **Non-Occupational Accommodation**

To deal with non-occupational accommodations and the number of different scenarios, guidelines have been developed to ensure consistent application. The parties commit to review the process on an ongoing basis and all parties must agree to any amendments.

#### **Request for Non-Occupational Accommodation**

An employee presenting with a medical note requesting a non-occupational accommodation will be considered for an accommodation. Save and except requests for "shift" accommodation, the Employer may temporarily accommodate the employee pending a proper review of the accommodation request. The Disability Management Specialist ("DMS") in conjunction with the Union Representative will continue to manage the accommodation request. Should the DMS determine that there is no bona

fide condition requiring the accommodation or there is insufficient medical information, DMS will contact the employee and the Union to review the functional limitation/restrictions and discuss what additional information is required. If there is still insufficient medical information, the Employer Medical Consultant ("EMC") may be engaged. Should the EMC evaluation, including potential consultation with the employee's Physician, not support the need for accommodation, the DMS and the Union will meet with the employee to provide her/him with the option of a) returning to regular duties by obtaining a fit to return to regular duties note or b) being placed on a Medical Leave of Absence ("MLOA") and applying for Short Term Disability benefits ("STD"). Part-time employees are not eligible for STD benefits.

## **Graduated Hours**

Full-time employee presenting with an Insurance Carrier supported non-occupational accommodation, or any employee presenting with a non-occupational accommodation which involves graduated hours, where they are not working full shifts will be temporarily accommodated (wherever possible). Any Full-time employee will be required to complete an STD claim form and loss of earnings benefits will be considered provided the employee meets the definition of disability.

## **Denied WSIB Claims**

An employee who is on an occupational Return to Work Plan (RTWP) and their WSIB claim is denied will have their RTWP changed from occupational to non-occupational. The RTWP will continue provided there is medical information to support the ongoing accommodation. Should the DMS determine that there is no bona fide condition requiring the accommodation or there is insufficient medical information, the Employer Medical Consultant ("EMC") will be employed. Should the EMC evaluation not support the need for accommodation, the DMS and the Union will meet with the employee to provide them with the option of either a) returning to regular duties by obtaining a fit to return to regular duties note or b) being placed on a MLOA and applying

for STD benefits. Part-time employees are not eligible for STD benefits.

Where the Medical Consultant thoroughly reviews and requests the necessary information to make a recommendation to the company with regard to ongoing accommodation (including third party evaluations where required) and where the Insurance Carrier also reviews and obtains all the necessary information to render a decision with regard to the accommodation, the Union and the Company agree that should the STD claim be denied for accommodation purposes, Letter of Understanding #3 - Weekly Indemnity (STD) / Long Term Disability (LTD) Benefits Dispute Resolution is not applicable for this purpose.

The employee is required to assist/cooperate in providing all relevant medical information necessary to determine the scope of the accommodation.

## **LOU #7                      Retiree Allowance**

Employees who retire at age sixty-five (65) (or older) and who have completed at least ten (10) years of service will receive a retirement allowance in an amount equal to \$250 per completed year of service and an additional retirement allowance in an amount equal to \$50 per completed year of service, to a maximum of \$1200.

Effective January 1, 2019, Employees who (i) are over the age of 60 and less than 65; and (ii) who have ten (10) or more years of service as of January 1, will also be eligible for the retiree allowance noted above for employees aged 65 and older, subject to the following provisions:

- a) Interested employees must notify the Employer by January 31 that they wish to be considered for a retiree allowance.
- b) The Employer will notify such interested employees by February 28th whether or not they have been ap-

proved for retiree allowance.

- c) Up to fifty (50) employees per calendar year may be approved for this special retiree allowance. If more than fifty (50) employees apply, seniority will govern.
- d) The Employer shall determine the retirement date for approved employees. The retirement date must be within six (6) months of February 28th. The Employer agrees to consider the employee's proposed retirement date when determining his/her retirement date.

The Company will contribute toward the cost of premiums for a Travel Insurance (Out of Country, Out of Province) benefit equivalent to the benefit provided to active employees, for employees who retire and are age sixty five (65), with a minimum of ten (10) years of service, as follows:

	<u>Company Portion</u>	<u>Employee Portion</u>
Single coverage:	\$ 9.50	balance of monthly premium
Family coverage:	\$ 29.00	balance of monthly premium

Period of coverage: up to a maximum of five (5) years

## **LOU #8                      Security Department**

### **Weekend & Classification**

The Employer agrees to meet with the Union Committee Person prior to any shift pick to discuss the allotments.

### **Classifications / Commitment Days**

The Company and the Union recognize the following classifications shall be treated as separate and distinct from the General Security Officer classification (Security Dispatch Rep and Investigator) and will schedule these positions with Full-time and Part-time employees as required by the Company.

In addition, without prejudice and without precedent to any other related matters with respect to Commitment Day entitlements, the allocation of Commitment Days for the Security Department will be calculated each quarter on a department wide basis. From this allocation, the Company will indicate the number of employees in the classification of Investigator, Security Dispatch Rep who will be permitted to take a commitment day per shift. The remaining allocated Commitment Days in the department shall be open to employees working in the General Security Officer classification, subject to all other restrictions of the Company's Commitment Day Policy.

The Company confirms employees working in the Security Department in the Security Dispatch Rep and Investigator classifications will be covered by the provision of the equipment allowance as provided for in Article 69 - Security of this Agreement.

## **LOU #9                      Security Allowance**

The Company will pay to current Security Officers as of April 4, 2018, an allowance of \$100 per contract year, payable the second pay period in April in each year of the contract as long as they remain in the classification. Any employee who posts into the Security Department after April 4, 2018, will not be eligible for this allowance.

## **LOU #10                    Dealer Appreciation**

The Company agrees to make the "Dealer appreciation top up" (gratuity) available for all daily Poker tournaments. For all Poker qualifiers and all other Poker tournaments the "Dealer appreciation top up" will be discussed by the Director, Committee Person and the Toke Committee Chair Person prior to the start of such tournaments.

## **LOU #11      Dealer Training**

The Company has agreed to allow current dealers the opportunity to sign up for non-dealer training pursuant to LOU #1 – Training for Non-Dealers.

During 2018 Collective Bargaining, the parties discussed the benefits of providing training to current Dealers to allow them to learn new games. To that end the company will compensate any Dealer who participates in company sponsored Table Games training for a new table game, eight (8) hours at their regular rate of pay, upon successful completion of the new game. This payment will be made once during the life of the Collective Agreement.

Employees will not be eligible to deal any new game until the department posts for the opportunity and they are the successful applicant by seniority.

## **LOU #12      Dealer Uniform Allowance**

The Company will pay to Dealers, an allowance of \$100 per contract year, payable the second pay period in April in each year of the contract.

## **LOU #13      Shoe Allowance**

The Company will pay to Security Officers, Washroom Cleaners, Guest Room Attendants and Janitors a shoe allowance of up to \$50 every twelve (12) months upon presentation of an original receipt to assist with purchase of prescribed footwear.

## **LOU #14      Gym Membership**

During 2018 Collective Bargaining, the parties discussed sourcing a discount for Gym Memberships for employees. It is understood that the ability to sustain discounts on gym memberships may be subject to minimums established by the business offering



the discounts and subject to cancellation at their discretion

## **LOU #15      Patron Behaviour**

During 2018 Collective Bargaining the Company and the Union discussed the issue of patron behavior and the safety of employees in the workplace.

The Company will exercise all reasonable precautions for the safety of its employees under the *Occupational Health and Safety Act*.

To that end, where a patron is demonstrating behavior that is threatening or violent, the Company may exercise its rights under the *Trespass to Property Act* to remove the patron. Additionally, the Company commits to appropriately address issues brought to their attention by employees regarding patron behavior, through the applicable Company policies.

## **LOU #16      Ergonomic Assessments**

During 2018 Collective Bargaining the parties discussed the Union's request to invite Occupational Health Clinic for Ontario Workers ("OHCOW") to conduct ergonomic assessments on site.

The Company will permit OHCOW to conduct ergonomic assessments in conjunction with the Company ergonomist subject to the following:

1. The position to be evaluated must not have a current (within the last five (5) years) Physical Demands Analysis; and;
2. The demands of the position must be measurably changed since the previous Physical Demands Analysis was completed.

The parties acknowledge that the provisions of this letter will not be abused. Further it is understood that requests under this letter

are not to be used to refute or challenge the credentials of the Company's Ergonomist.

## **LOU #17 Breach of Confidentiality**

During 2018 Collective Bargaining the parties discussed issues of the confidentiality of personal information, recognizing that a balance must be struck between issues of confidentiality and the need for confidential information to be released in confidence from time to time in order for employees to apply for and receive certain benefits.

In this regard, the parties undertake to establish a committee to deal with employee complaints and inquiries regarding alleged breaches of confidentiality.

Additionally, employment information in the possession of either party shall be maintained, used and disclosed in accordance with all applicable legislation and in accordance with any applicable common law decisions.

## **LOU #18 Mental Health**

During 2018 Collective Bargaining, the parties discussed the issue of Mental Health and its effect on employee performance or attendance at work.

Consistent with its obligations under the *Ontario Human Rights Code*, the Company agrees to review appropriate documentation confirming the existence of a mental illness, where an employee discloses that the mental illness was the root cause of an incident giving rise to the discipline. Such documentation shall be supplied by a certified Psychiatrist, certified Psychologist or Social Worker (MSW) specializing in clinical psychology and counselling. The Company confirms it will give full consideration of the facts surrounding the incident.

This statement of intent is subject to a standard of good faith on the part of the Company, the Union and the affected employees,

and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Due to the sensitivity, the Company and the Union will establish a process to ensure confidentiality and to minimize the exposure of sensitive information on a need to know basis.

## **LOU #19      Lease and/or License Agreement**

During 2018 Collective Bargaining the parties had extensive discussion regarding the various spaces the Employer has leased and/or licensed to independent third parties who operate food service/restaurant facilities. At present, the Employer licenses space to three (3) independent licensees providing Food & Beverage services.

The Employer commits that during the period from April 4, 2018 up to and including April 3, 2021 it will not license any of its existing food service outlets (Neros Steakhouse, Pronto Café, Legends Sport Bar, Market Buffet, Diamond Lounge, Room Service, Banquets/Catering) to independent third party food service operators without the written consent of the Union.

## **LOU #20      Employee Dining Room**

During 2014 Collective Bargaining, the parties discussed the operation of the Employee Dining Room on a break even basis.

- a) Notwithstanding the notice to the Union, that the EDR will close on or about June 1, 2014, the Employer will continue operating the EDR for up to twelve (12) months from ratification.
- b) The decision to defer the closing date as set out in paragraph a) above is being made on a without prejudice and without precedent basis.
- c) Following ratification, the parties will meet using a Union-Management Committee to receive input from

the Union with respect to suggestions for cost-cutting in the EDR so that the EDR can achieve a break-even operating level.

- d) The parties agree to reconvene at or before the six (6) month mark to review the progress of the Committee.
- e) In the event any cost-cutting measures implemented are not effective enough to permit the Employer to continue to operate the EDR beyond April 4, 2015, the Employer will give the Union at least sixty (60) calendar days' notice of the new closure date for the EDR. (Note: that notice could occur sixty (60) days prior to April 4, 2015.)
- f) In consideration of the foregoing, and provided the Employer satisfies the conditions of this Letter of Understanding, a decision to close the EDR (or substitute some other type of food / beverage service in the EDR) after April 4, 2015 will not be the subject of a grievance, nor will an Arbitrator have any jurisdiction to hear any such grievance filed with respect to said decision.

## **LOU #21      Blackouts**

During 2018 Collective Bargaining, the parties discussed restricting access to time off for employees by 'blacking out' access to time off. Generally, these blackout periods will be:

1. Certain peak periods where business volumes exceed the normal staffing requirements have been identified as follows:
  - New Year's Eve;
  - Fireworks Night;
  - During a period of special activity where business increases dramatically (i.e. World Series of Poker,

Superbowl etc.); and

2. For project implementation that is time sensitive in nature.

In this regard, the parties confirm that the Company will continue its current practices with respect to blacking out access to time off. This process will include consulting with the Union to advise of staffing requirements.

It is understood that employees may tentatively book time for Vacation (except for New Year's Eve) Commitment, Lieu and PPH during a possible blackout period, with the understanding that if the blackout period is cancelled, their requests will be approved in accordance with normal practice.

In the event the Company extends the blackout periods beyond its' current practice and the Union is not in agreement following the consultation process, the issues in dispute will be elevated to a consultation between the President of Unifor Local 444 and the Vice President of Human Resources of the Company.

## **LOU #22      4 Hour Shifts**

During 2018 Collective Bargaining, the parties discussed the scheduling of four (4) hour shifts.

In this regard, the parties confirm that the Company will continue its current practice of scheduling to meet the changing needs of the business, while recognizing the requirement to maximize the length of shifts before instituting a shift of lesser duration.

In the event the Company introduces four (4) hour shifts in an area not currently scheduling four (4) hour shifts, as part of a permanent, regular shift pattern, the department requiring four (4) hour shifts will consult with the Union to first discuss this change.

In the event the Union is not in agreement with the introduction of the four (4) hour shift, following the consultation process, the

issue in dispute will be elevated to a consultation between the President of Unifor 444 and the Vice President of Human Resources of the Company.

If the consultation is still not acceptable by both parties it will be subject to a grievance for the purposes of resolving the issue, as to finalize the validity of implementing the four (4) hour shift. Such grievance will be arbitrated pursuant to the Grievance Commissioner process.

## **LOU #23      Workplace Safety and Insurance Claims**

The parties recognize the rising claims and costs associated with employees claiming entitlement for WSIB benefits. The parties are committed to exploring innovative approaches to contain these rising costs.

The Union WSIB Representative will be provided with the accident/incident report as soon as possible after being submitted to the Employer, for the purpose of following up with the employee to provide guidance and advice on WSIB matters.

The Union WSIB Representative will be notified as soon as possible of a work related absence, related to a WSIB claim of an employee to assist them in understanding their obligations as it relates to their claim.

The Disability Management Specialists and the Union WSIB Representative will share copies of all work related forms including Form 6, Form 7, including submissions, Return to Work Plans (RTW) and Transitional Work Plans (TWP) as it relates to these claims.

## **LOU #24            Work Accommodation Review**

Within 6 months of ratification, the Parties agree:

- a) to meet for the purpose of reviewing the Work Accommodation Program;
- b) to review employees with permanent restrictions for the purpose of determining updates or changes to targeted positions.

## **LOU #25            Medical Leaves of Absence, Bereavement Days and ESA**

The Company agrees that it will amend the Emergency Leave – ESA, HR Policy IV-26 as follows:

### **2.0 POLICY**

Any days either absent or on an approved leave as detailed below will count towards the ten (10) Emergency Leave – ESA days under the legislation:

- Sick Days (Paid/Unpaid)
- Approved Personal Leave of Absence

Up to one (1) day either absent or on an approved leave as detailed below will count towards the ten (10) Emergency Leave – ESA days under the legislation, for each leave:

- Bereavement
- Medical Leave of Absence
- Short Term Disability
- Long Term Disability

## **LOU #26            Marketing Promotions and Giveaways**

The Company and the Union recognize and understand the variable nature of marketing initiatives within the gaming industry and the continuous evaluation of the effectiveness of these ac-

tivities. Further the parties agree that the Company must conduct such promotions as efficiently as possible.

To this end, the parties discussed the variable staffing associated with promotions and giveaways. The parties agreed the role of Usher Ticket Taker will be primarily scheduled for the purpose of shows and events in the Colosseum and secondarily for promotions and giveaways. The Company will allow employees to opt in or out of promotions and giveaways every 6 months, provided the Company is capable of maintaining their workforce requirement.

## **LOU #27      Full-Time Utility**

During 2018 Collective Bargaining the Company and the Union had extensive discussions regarding the use of Full-time Utility positions. The employer commits that for the term of the agreement the following practices will be followed unless agreed upon by the Company and the Union Chairperson and Local Officer of Unifor 444:

Unless there is a substantial change in a departments' operations, a layoff will not be used as a means to convert a regular Full-time position(s) into a Full-time Utility position(s).

The Company agrees not to introduce any Full-time Utility positions into any classification where they are not in use effective the date of ratification.

The maximum number of Full-time Utility employees will not exceed 14% of the total complement of Full-time employees casino wide, over the life of this agreement. The Parties agree that recruitment of Full-time Utility employees shall be accomplished incrementally each contract year as follows:

Year 1	up to 10%
Year 2	up to 12%
Year 3	up to 14%



## **LOU #28      Security Gloves**

The Company will provide one (1) pair of reusable gloves during the life of the agreement to every Security Officer which may then be used when stationed at the door positions, metal detectors or bag search areas.

## **LOU #29      "JHSC" Safety Shoes**

Any member of the "JHSC" not required to wear safety shoes as part of their regular duties, will be eligible to receive one voucher valued at \$120, once during the life of the Collective Agreement.

## **LOU #30      Recovery Support Program**

The Company and the Union jointly recognize the importance of assisting employees in their recovery after completing an approved treatment program for substance abuse.

Where the treatment provider has recommended/required the Westover Recovery Support Program as part of the recommended aftercare for an employee, the Company will, upon authorization from a member of Management and the Union from the Joint Substance Abuse Committee (JSAC), pay a fee directly to Westover for costs associated with their recovery Support Care Program on a one time only basis per employee

## **LOU #31      FAE**

If the Company does not accept doctor notes/medical documentation and the Company requires an FAE, it will be at the expense of the Company.

## **LOU #32      PPH Allotments Distribution**

This will confirm the Parties' discussion surrounding the distribution of Paid Personal Holiday (PPH) allotments earned pursuant to the provisions of Article 41.

The Company commits to distributing accrued PPH day allotments equally per quarter.

The Company will provide the Union with a report containing accrued PPH allotments, by classification, calculated as of the pay period ending closest to April 15.

### **LOU #33      Lieu Allotment Distribution**

During the 2018 Collective Bargaining the parties discussed the importance of optimizing the allocation of available time off with respect to lieu day allotments while maintaining appropriate staffing complements.

In this regard, the Company commits to calculating lieu allotments based on the employee's accruals from the previous year and distributing the allotments equally per quarter.

The Company will provide the Union with a report containing lieu day accruals by classification, calculated as of the pay period ending closest to April 15.

### **LOU #34      Prime Time Vacation**

During the 2018 Collective Bargaining the parties discussed opportunities for employees to access prime vacation allotments.

Accordingly, the Company will provide the option to take the vacation as any seven (7) consecutive days incorporating their days off and five (5) available allotments in addition to current departmental practices.

### **LOU #35      Part-Time Ratios**

During 2018 Bargaining, the parties discussed the departmental distribution of Part-time ratios. It was agreed prior to making any changes to the departmental distribution of Part-time ratios consultation with the Union will take place and the Company

agrees to review any alternatives presented by the Union.

### **LOU #36            250 Windsor Maintenance**

During 2018 Collective Bargaining, the parties discussed the use of our employees to maintain the 250 Windsor building.

Within 30 days of ratification, the Company will give the opportunity to perform maintenance work at the 250 Windsor building to its employees before subcontractors, provided it has the manpower, skills, equipment and facilities to do so within projected time limits.

This does not take away the Company's rights under Article 74.3 – Contracting Out of the Collective Agreement.

### **LOU #37            Domestic or Sexual Violence Leave**

If an employee or a child of an employee experiences domestic violence or sexual violence or the threat of domestic or sexual violence, such employee will be able to access five (5) paid days leave and five (5) unpaid days leave, in accordance with the *Employment Standards Act, 2000*, as amended (ESA). This leave may be taken as consecutive or single days without prior approval. This leave is not to affect any other leave entitlement under the ESA.

### **LOU #38            Part-Time Personal Emergency Leave (PEL)**

A Part-time employee will receive two (2) paid Personal Emergency Leave (PEL) days per year, in accordance with the *Employment Standards Act, 2000*, as amended (ESA). A Part-time employee will be entitled to PEL pay for the first two PEL days taken in a calendar year.

## **LOU #39**

### **Long Term Disability (Definition Change)**

The following procedure shall apply for employees who are off on Long Term Disability (LTD); who reach the definition change set out in the LTD policy; and whom the carrier has determined is not wholly prevented from performing the duties of any occupation:

1. The Employer, the Union and the Employee will canvass possible work accommodations in accordance with the procedure outlined in the Employer's Work Accommodation Program.
2. Should there be no suitable work available, the Employee may elect to have his/her employment terminated pursuant to Innocent Absenteeism and be paid any and all entitlements to termination pay and severance pay pursuant to the *Employment Standards Act, 2000*, as amended.

# **WORKPLACE PRACTICES AND PROCEDURE AGREEMENT**

## **PREAMBLE:**

The following issues were agreed to by the Employer and the Union during Negotiations. While they do not form part of the Collective Agreement, they are considered to be formal and binding on the parties.

Disputes arising out of the application of this document or the implementation of items outlined in this document shall be resolved as follows:

1. Non – compliance with the terms of this document shall first be addressed with the appropriate Department Head.
2. If the issue remains unresolved, it shall be placed on the agenda for the next Union/Management Committee.
3. Should the parties be unable to agree on a resolution and notwithstanding the provisions of Article 79.1 and 79.2 – Grievance Commissioner, the matter may be submitted by either party to a Grievance Commissioner for final and binding resolution. The parties agree that there will be no objection raised that the matter was not first submitted as a formal grievance.

## **AUDIT DEPARTMENT**

The Audit Department has agreed to maintain the current scheduling practice. The current practice is a schedule that allows for rotation of days off. Should operational changes occur in the workplace that may affect the continuation of the current practice the department will meet with the Union to discuss their proposed changes.

## **FINANCE DEPARTMENT**

The Finance Department has agreed to adjust the 11:30 / 12 (noon) start times in the shift pick conducted in 2014. The department has three (3) allotments and will reduce to two (2). The start time is reflecting the demand of the operation and of the Table Games VIP Cage. Should the hours of operation of this cage change the department will meet with the Union prior to discuss start time requirements.

The Finance Department has indicated that the cage system CMS (Cash Management System) will be upgraded. The department is currently working with the vendor and the department's intention is to be completed in eighteen (18) months upon ratification. The department meets with the Union monthly and will add the project updates to their agenda. Upon completion, the department will reduce the number of start times to address the ½ hour increment concerns.

The Finance Department agreed to maintain the current Bankers start times. The current start times for Full-time Bankers are 7:30am, 3:30pm, and 11:30pm. Should operational changes occur in the workplace that may affect the continuation of the current practice the department will meet with the Union to discuss their proposed changes.

The Finance Department has confirmed that the dollar amount for Major 1B infractions for Cashiers and Bankers is consistent.

The Finance Department will ensure that all Cashiers will have working token boxes available for all locations.

## **CULINARY DEPARTMENT – STEWARDS**

The Stewarding area has committed that they will work with the Health and Safety Representatives and the Ergonomic Representative to identify high risk jobs for the Stewarding area. The assessment is scheduled to be completed no later than one hundred and twenty (120) days after ratification. Once that assess-

ment is completed it will be shared with the "JHSC" and they will jointly develop recommendations for station rotation. The department will review the guidelines to develop their schedule. The schedule will be reviewed with the Committee Person.

## **CULINARY**

The Company agrees to administer optional knife handling training within 60 days of ratification; training to include knife sharpening skills and procedures.

The Culinary Department has agreed that switches and giveaways between classifications and outlets will be reviewed for skillset and capability required, ensuring minimal interruption of operation within the outlet. Determination and approval will be at the sole discretion of the Executive Chef and/or Executive Sous Chefs.

## **FOOD AND BEVERAGE DEPARTMENT – GLOBALIZATION**

### **IMPLEMENTATION GUIDELINES**

Within thirty (30) days of ratification a sign off sheet will be completed listing employees in all classifications involved with globalization. Employees who have been in outlets or previously trained will be allowed to sign off stating they are capable of working in all globalized outlets. This list will permit employees to do shift switches and giveaways between outlets. On completion of all cross training the switches and giveaways between outlets will be opened.

The department will begin a training program that will be completed within ninety (90) days after ratification. The employees who have been in outlets or previously trained in the outlets will be allowed sign off on their qualifications. All other employees will be trained with the lowest seniority Part-time employee and will move to the highest seniority Full-time employee.

Uniforms will be similar in the outlets under globalization. Uni-

forms will be finalized in global outlets within one (1) year of ratification.

The preference for Part-time employees will be broken down by the following:

1. Outlet
2. Seniority
3. Shift
4. Number of shifts - shift length

If the preferred outlet is not available the employee will be scheduled by seniority.

Part-time employees will be assigned a home base on the initial preference pick. The time off allotments will be initially by their home base assignment.

## **FOOD AND BEVERAGE DEPARTMENT – BARTENDERS**

The Food and Beverage Department has commenced development of a training program for Bartenders to ensure they are familiar with the demands of various outlets, product knowledge and department standards. The program will be provided to review with the Union. Training will begin within thirty (30) days of ratification and completed within ninety (90) days.

## **FOOD AND BEVERAGE DEPARTMENT – BAR PORTERS**

The Food and Beverage Department has updated and evaluated the Par Stock list and it was completed on February 27, 2014. The department will communicate the list to all Bar Porters.

## **FOOD AND BEVERAGE DEPARTMENT – BOD**

The Food and Beverage Department participated in an upgrade to the BOD (BOD) system in November 2013. Testing was com-



pleted on February 25, 2014. The upgrade addresses the issues of duplicating drink orders. Previously the order process would take approximately ninety (90) seconds to register and with the upgrade it is now fifteen (15) to twenty (20) seconds. The department will continue to monitor these processes along with use of Server Log Books located in all Service Bars as a form of communication and issues encountered with the BOD system. On-going issues or concerns will be communicated to the Union.

The Food and Beverage Department will agree to meet with the Union for the next two (2) months following ratification to review the effect of the upgrade and discuss any further issues that have developed.

The Food and Beverage Department agreed to permit the use of condiments for Beverage Server to carry on their trays. The department will communicate and standardize the acceptable type and quantity of approved condiments that can be carried within thirty (30) days of ratification.

The Food and Beverage Department agrees to change the BOD matrix to allow for two (2) coaching levels prior to the commencement of progressive discipline and a process review at the five (5) day suspension level according to the BOD matrix.

## **FOOD AND BEVERAGE DEPARTMENT – BEVERAGE SERVERS**

The Food and Beverage Department will consider asking for volunteers from the 10 am shift to cover a 6 am Beverage Server position that is on a leave up to week. The department will make the decision based on operational requirements to replace the shift.

The Food and Beverage Department will designate a Bar Porter to assist the Beverage Servers in picking up glasses if the schedule permits.

The Food and Beverage Department will commit to review and

combine all the uniform policies for the Outlets Servers and will work to provide a consistent policy. A copy of this policy will be shared with the Union within thirty (30) days of the signing of this document.

## **FOOD AND BEVERAGE – GLOBAL SERVER TRAINING**

The Company agrees to develop a Global Server 20-day rotation for training purposes. This shall be completed within one (1) month of ratification.

## **GROUNDS**

Grounds will be eligible for a \$120 winter boot allowance one (1) time during the life of the agreement. The Company will issue a voucher to be redeemed at the specified, preferred vendor only.

## **RESORT OPERATIONS – BELL PERSON**

During the 2018 Collective Bargaining, the Company has agreed that a baggage handling fee of \$3.00 per person will be applied. This fee will be distributed to eligible Bell Persons, per current practice.

The Company agrees there will be a sit/stand stool in the luggage room.

## **RESORT OPERATIONS – GUEST ROOM ATTENDANT**

The department pre-shift/Buzz will be no longer than 10 minutes at the beginning of the shift. The Resort Operations Department has committed to assign no more than seven (7) double rooms. Should an employee be assigned more than seven (7) double rooms there will be a reduction of one (1) point to their allocations.

The Resort Operations Department has committed to assign no more than seven (7) smoking rooms. Should an employee be as-

signed more than seven (7) smoking rooms there will be a reduction of one and a half (1.5) point to their allocations.

The Resort Operations Department has committed to assign no more than four (4) floors; except for employees in the Traveler role. Should an employee (excluding employees in the Traveler role) be assigned more than four (4) floors there will be a reduction of two (2) points to their allocations.

The Resorts Operations Department recognizes that certain situations or circumstances can impact the ability of Guest Room Attendants traveling from floor to floor. The department will assess these situations as they arise.

The Resort Operations Department will implement SOP for Code Green Rooms with stays greater than four (4) days. The intent of the SOP is to contact the guest on the four (4) day mark and inquire if the room can be serviced if extra cleaning is required. The Union will be provided a copy of the SOPs.

The parties agree to continue the practice that if a Guest Room Attendant is assigned a clean room they must notify their Supervisor, who will issue the Guest Room Attendant another room to clean with the same point value, when possible.

The Resort Operations Department has reviewed and increased their inventory of equipment and cleaning materials for Guest Room Attendants. The department is committed to continuing to provide proper equipment and cleaning supplies.

The Resort Operations Department will allocate two days a week to deep cleaning subject to operational business volumes.

## **RESORT OPERATIONS - GUEST SERVICES**

The Resort Operations Department will update the phone directory for Guest Services Representatives quarterly or as required. The Resort Operations Department will provide the Union with any/all updated job task lists and SOP for Guest Services Rep-

representatives.

The Signature Program Matrix will not be re-introduced during the life of the Collective Agreement.

The Resort Operations Department will have the skill set at level one (1) but prioritize calls as required based on high business demands. The department will review any anomalies with the Union at their request.

### **RESORT OPERATIONS – HOTEL JANITORS**

The Resort Operations Department will provide the Union with an updated job task list for Hotel Janitors once HotSos is implemented. The department is expected to have this completed by the end of April, 2014.

Hotel Janitors will not be assigned to clean a vacant/dirty guest room or rooms normally cleaned by a Guest Room Attendant except in cases of emergency. The Company reserves the right to schedule Guest Room Attendants on midnights during high business demands, special events and holidays.

### **RESORT OPERATIONS –JANITORS**

The Resort Operations Department has reviewed and increased their inventory of equipment and cleaning materials for Janitors. The department is committed to continuing to meet with employees quarterly to discuss supplies and equipment.

The Company agrees to reassign an employee that has misplaced their badge. Should this prove problematic, the Union will be advised and the Company reserves the right to send employees home to retrieve it. This reassignment does not impact the imposition of discipline in accordance with Company policy.

### **RESORT OPERATIONS – OFFICE CLEANER**

The Company agrees the scheduled shift designation of Office

Cleaner will be maintained for the life of the Collective Agreement. An updated SOP will be provided to the Union.

The Company will maintain the current practice for Office Cleaners at 250.

## **RESORT OPERATIONS – VALET**

The Resort Operations Department will continue with its practice to overlap vacations for one day.

The Resort Operations Department will continue their practice of allowing employees to use the elevators to return to their work station on low volume periods. The department will maintain the current practice of utilizing the shuttles during high volume periods for pickups.

The Resort Operations Department has provided an ergonomically suitable working station for Key Attendants. Effective upon ratification the department will add a monitor in the hallway that will provide easier access to review the Valet ticket information for the employees.

The Company agrees that Driver's Abstracts will continue to be reimbursed for those currently in the department and for those transferring into the department.

## **RESORT OPERATIONS – WASHROOM CLEANER**

The Company agrees to maintain current practice for the Washroom Cleaners.

## **SECURITY DEPARTMENT**

The Security Department will permit the Security Officers to wear their company issued coats while working at the exterior entrances and/or outdoors but will not be worn while working on the gaming floor. Department guidelines will be developed and reviewed with the Union.

The Security Department will add patrolling the employee parking areas to the existing Papa Unit rotation. When available the Company will utilize a second Officer positioned at Skybridge to add to the regular property patrol, including employee parking, provided patron volumes and staffing levels permit.

Security Officers will be allowed to pick up a shift with 7.75 hours between shifts and the department will be able to schedule similarly. Part-time and Utility employees will indicate their consent on their quarterly shift preference and Full-time will indicate their consent at the time of the shift pick.

The Security Department will continue to supply heaters in the winter and fans in the summer, at patron entrances, as requested.

## **SLOT OPERATIONS – SLOT ATTENDANTS**

The Company agrees to allow Slot Attendants to switch a shift and then give it away (3 Way Switch).

## **SLOT OPERATIONS – SLOT TECHNICIANS**

The Slot Technicians will continue to work on a twenty-eight (28) day period as currently practiced. Should operational changes occur in the workplace that may affect the continuation of the current practice the department will meet with the Union to discuss their proposed changes.

The Company agrees to provide Slot Technicians with five (5) pairs of pants within 12 months of ratification.

## **TABLEGAMES – DEALERS**

The Company agrees that Full-time Dealers will have the option of five (5) shirts and three (3) vests and Part-time Dealers will have the option of three (3) shirts and two (2) vests to be supplied yearly, as inventory permits, for the life of the agreement.

The Company shall offer the opportunity of Roulette training to seniority employees currently in the classification of Dealer. Roulette training will be offered on a voluntary basis to a maximum of 10 spots and a minimum of 5 spots per shift on the 6pm, 8pm and 10pm shifts. Employees will not be eligible to deal any new game until the department posts for the opportunity and they are the successful applicant, by seniority. Roulette training opportunities will commence within 6 months of ratification.

## **USHER/TICKET TAKER**

The Company will continue the practice with respect to the distribution and collection of equipment for Usher/Ticket Takers working shows. Further, the Company commits that we will not call a show under 15 minutes.

The Company agrees that Usher/Ticket Takers seating a show in the Colosseum will be permitted to accept gratuities.

## **ZONE B**

The Company agrees to provide training manuals for Zone B classifications.

The Company agrees when replacing a Full-time employee, when possible, the start time will not be altered.

## **SCHEDULING GUIDELINES**

The original schedule is built and posted based on the Collective Agreement.

Once the schedule is posted there may be times when the schedule needs to be amended using PT without OT being utilized.

If it is a major change then the schedule will be re-balanced and

posted. A memo would be issued informing the staff or calls would be made to employees who might not be at work.

The area will contact/message any employee that's next schedule shift is within ninety-six (96) hours of the shift, regardless of the amount of shift(s) they may work in-between. The new schedules would be posted on the wall and online. (Whatever is on the wall should match what is on-line). A major change can be classified as a need to redo the entire PT schedule; an example is an event being cancelled.

If it is not a major change and there is a requirement to increase allotments (ex. LOAs or a small adjustment in staffing requirements) and there is time to adjust the schedule due to the time requirements under the Collective Agreement (96 hours), the department will make the following adjustments as outlined below:

- On the day the department requires the shift(s); they will look at who is off and confirm that they are able to work. In addition, they must be qualified to work in the required position needed.
  - Some examples of why they would be excluded would be that this shift required would put them at a 3rd shift in a pay period or there is not enough time between the shifts before or after.
  - Another conflict is when the shift being offered puts the employee at 6 days/row due to being 'scheduled' 5 days prior/after; the offered shift would be a conflict as the 6th scheduled day would be OT.
- The employee able to work and not working on that day will be called based on the highest seniority employee with the lowest number of scheduled shifts and asked if they want to work.
- If they decline; you would continue to call in order. If an employee doesn't respond then the department will move to the next employee in line. If an employee is working at the time



the calls are being made, then they will be contacted at work. If all able employees decline, the lowest seniority employee with the lowest number of shifts will be automatically notified and scheduled the shift. However, if another employee has volunteered for additional shifts/hours and they are able to work they will be awarded the shift.

- The employee who either accepts or is scheduled the shift will either receive a revised schedule and will sign for it or if the time doesn't allow for the employee to pick up their new schedule the department or administrator will confirm with the person of the change. The schedule doesn't require being adjusted or reposted.

If it is not a major change and there is a requirement to decrease allotments and there is time to adjust the schedule due to the time requirements under the Collective Agreement (96 hours), the department will adjust the part time schedule as outlined below:

- On the day the department requires to remove the shift; they will look at who is scheduled.
- The highest seniority employee with the most scheduled shifts working that day and shift will be called and asked if they wish to forfeit the shift.
- If they decline, you would continue to call based on number of shifts and by seniority order. If an employee doesn't respond then the department will move to the next employee in line. If all able employees decline, the most junior employee who is working the highest number of shifts will be automatically notified and scheduled off on that day and shift.
- The employee who either accepts or is scheduled off that day will receive a revised schedule and will sign for it or if the time doesn't allow for the employee to pick up their new schedule, the department or administrator will confirm the

change with the employee. The schedule doesn't require being adjusted or reposted.

This guideline is not about equalization it focuses on minimizing the number of employees that will be affected on a revision and the amount of revisions.

A major change is 5.

## **PROTOCOL TO FILL A SHIFT – Food & Beverage**

When an additional shift is required within 96 hours due to sick calls or recent LOAs:

- If the shortage is determined before the scheduled staff have reported for their shifts then the Company will follow the steps outlined to fill the vacancy:
  1. Transfer from other areas within the same classification as staffing permits
  2. Call Full-time Utility in order of seniority who are:
    - a) not scheduled to work
    - b) qualified to work as outlined in the scheduling practices
    - c) whose shifts have not been maximized
  3. Call Part-time who have the highest seniority and the fewest shifts, who are qualified and not scheduled to work.
    - When possible, employees that are not scheduled to work 8 hours will be asked to extend their shift to 8 hours
    - If they decline, you would continue to call based on number of shifts and by seniority order. If an employee doesn't respond then the department will

move to the next employee in line. If all able employees decline, the Casual protocol will be implemented.

When an additional shift is required outside of 96 hours:

- All scheduling guidelines for revisions will be followed

When a partial shift, of 4 hours or less, needs to be filled:

- Employees not working an 8 hour shift will be asked to extend their shift to 8 hours
- Overtime will be offered as per Article 38 of the Collective Agreement

### **Call In List**

The department will create a Call In List, in regard to the above protocol, for Manager's use.

- A Full-time, Full time Utility, Part-time call in list will be compiled of those employees wishing to work additional shifts.
- Casuals may be called only after the above call in list has been exhausted.

## **GUIDELINES FOR IMPLEMENTING UTILITY POSITIONS**

### **Are the hours of work, shift and days off fixed for a Utility employee?**

No. The operational requirements will dictate the schedule for Utility. i.e.) If the requirement is weekend coverage only, then the department may choose to designate a four day weekend shift for Utility. If required, coverage for leaves of absence, peak

periods, giveaways or concerts and promotions, then the schedule of a Utility will change based on the coverage required.

### **Do Utility Employees Pick a shift?**

Departments may designate shifts for Utility. The practice will be dictated by operational requirements and the number of Utility employees in the department.

Full Time Utility employees shall chose from available shifts designated for Utility. This shift will be considered their "home" shift. The home shift will be utilized for the allocation of time off (i.e. vacation, lieu, commitment etc.). A Full-time Utility employee may also submit a shift preference, in accordance with department practice. The department will make reasonable effort to schedule Full-time Utility employees in accordance with their preference.

### **When creating a schedule, the following principles should apply:**

- Full-time regular employees are scheduled per the shift pick core schedule;
- Full-time Utility employees will be scheduled based on their preference and the availability of shifts, with the goal of stabilizing shifts.
- Part-time employees will be scheduled based on their preference and the availability of shifts.

### **Are there restrictions?**

Yes. Must schedule a minimum of two consecutive days off. Must not schedule more than two shifts (days, afternoons) in one pay period.

### **When does overtime apply to Utility?**

Overtime applies to hours worked in excess of 8 hours in a day

and 40 hours in a week subject to the provisions of Article 38. If additional shifts are required, Full-time Utility employees will be scheduled up to 40 hours prior to Part-time employees being scheduled 30 hours or more, where feasible.

**How are additional shifts to be assigned once a schedule has been posted?**

Follow the Collective Agreement Scheduling Guidelines.

**How do Utility pick vacation, if they do not have a “steady” shift?**

Utility employees will choose vacation allotments based on the normal seniority practice for the regular Full-time employees. Utility employees will pick vacation on their “home” shift. For the purpose of vacation picks only, the department will allocate days off to allow the employee to take their vacation in a 9 day block.

**With a changing schedule, how do Utility pick lieu, commitment or PPH days?**

Utility employees will pick from available lieu, commitment or PPH days per department practice; and where shifts have been designated for such purpose, on their home shift.

**For scheduling purposes does a commitment or lieu day count as a day worked?**

Yes. Departments may designate specific days that Utility must book off, i.e.) must book part or all of a weekend in order to get four days off.

**Can a Utility Employee post on an internal Full Time Regular Shift Posting?**

No – employees may not change status through a shift posting.

# CALENDAR 2018

## JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25	26	27
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## JULY

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## FEBRUARY

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## AUGUST

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## MARCH

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## SEPTEMBER

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## APRIL

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## OCTOBER

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## NOVEMBER

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## DECEMBER

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# CALENDAR 2019

<b>JANUARY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							<b>JULY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
<b>FEBRUARY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28							<b>AUGUST</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
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<b>APRIL</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							<b>OCTOBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
<b>MAY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							<b>NOVEMBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30						
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# CALENDAR 2020

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## JULY

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## FEBRUARY

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## AUGUST

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## MARCH

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## SEPTEMBER

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## APRIL

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## OCTOBER

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## MAY

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## NOVEMBER

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## JUNE

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## DECEMBER

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