

Collective Agreement

BETWEEN



SHORELINES

**Ontario Gaming East LP o/a
Shorelines Casino Peterborough (Security)**

(Hereinafter referred to as the Employer)

- AND -



UNIFOR
theUnion | Canada

Unifor and its Local 1090
(Hereinafter referred to as the Union)

July 27, 2022 to July 22, 2026

Ratified: July 27, 2022

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of the Security employees of the Ontario Gaming East LP in City of Peterborough, Peterborough County (Township of Ottanabee-South Monaghan), and the Township of Smith-Ennismore-Lakefield that comprise Gaming Zone E1 as defined in the Ontario Lottery and Gaming Corporation’s Modernization Project, and save and except supervisors, and persons above the rank of supervisor, human resources, surveillance officers, and office and clerical staff.

2.02 Dual Rate Supervisors

The Employer may post for and select employees to be pre-qualified to act in the capacity of a Supervisor (Dual). The employee will not lose any seniority under this Agreement while working outside the bargaining unit in this capacity and will continue to pay an amount equal to the dues that would have paid in his or her bargaining unit position.

The Employer will not agree to limits on the duties in the capacity of Supervisor or selection of a Dual Rate Supervisor. The Dual Rate Supervisor will not issue discipline or access employee personnel files. A Dual Rate Supervisor will not act as a Union Steward while working as a Supervisor.

Where a Dual has not held a base position, he or she may at any point after six (6) months in the role apply for any posting in the Casino. Where a Dual Rate Supervisor wishes to relinquish his or her supervisory role and return to the base position, he or she will provide notice in writing and will be returned to the base position as soon as a replacement Dual Rate Supervisor or Supervisor has been hired and received any necessary license, but in any event within three (3) months of providing notice.

At any point, if the employee and the Employer agree or if the employee is not meeting the Employer's expectations as a Dual Rate Supervisor, the employee will be returned to their bargaining unit position without loss of seniority.

In selecting vacation, it is understood that Dual Rate Supervisors will select with their bargaining unit position. Dual Rate Supervisors' vacation pay calculation will be based on the ratio of time spent as a Dual.

A Dual Rate Supervisor, when requested to act in the capacity of a Supervisor while at work, shall remain in the Supervisor capacity for the balance of his or her shift.

Dual Rate Supervisors will be paid based on their bargaining unit hourly rate with an additional amount of pay established by the Employer for each hour worked in the Dual role and responsibilities. The Dual Rate Supervisors will continue to be part of the bargaining unit and will continue to pay dues in accordance with the dues structure based on all hours worked and the bargaining unit position rate of pay regardless of hours worked outside the bargaining unit role.

ARTICLE 3 – STRIKES AND LOCKOUTS

- 3.01 The Union will not cause or permit its members to cause, nor will any members of the Union take part in any sit down, stay in, or slowdown in any premises of the Employer, or any curtailment of work or restriction of or interference of the operations of the Employer. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket any of the Employer's facilities or premises during the term of this Agreement.
- 3.02 The Employer shall not call or authorize or threaten to call or authorize a lockout and no officer, official, or agent of the Employer shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.
- 3.03 For the purpose of this Article, "strikes" and "lockouts" are as defined in the *Ontario Labour Relations Act*.

ARTICLE 4 – COPY OF AGREEMENT

4.01 The Employer and the Union will equally pay the costs of printing a booklet copy of the Collective Agreement to be provided to all seniority employees. As well, the Employer will provide the Union a .pdf format (with signatures) and MS Word format (with typed names of signatures) of the final Agreement. The Collective Agreement will be finalized and printed within six (6) weeks following ratification. In addition, the Employer will make a benefit booklet available online. Upon request, a copy of the benefit booklet can be printed for an employee by Human Resources. The company and the Union will agree to the colour of the cover of the Collective Agreement.

ARTICLE 5 – UNION SECURITY

5.01 During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. At the end of each calendar month and prior to the twentieth (20th) day of the following month, (except this may not always be possible where payroll is in the last five (5) days of the month), the Employer shall remit by cheque or by electronic payment to the Financial Secretary of Unifor Local 1090, the total of the deductions made. The Employer agrees to separate the Local and National Dues payments into two (2) separate cheques.

5.02 All future employees will be provided with a Union information package at orientation and will be required to sign a Union Membership card as a condition of employment.

5.03 The Financial Secretary of the Local Union will provide no less than one (1) month of written notice to the Employer of any change in the amount of Union dues and/or initiation fee to be deducted pursuant to the constitutional requirements of the Union.

5.04 The Union and the employees agree to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by the Union, the employee or group of employees arising out of the deduction of union dues as herein provided.

5.05 The Employer will indicate on employee's T4 slips a statement of the annual Union dues which have been deducted.

5.06 The Union and the employees consent to the collection, use, retention and disclosure of such employment related information as is necessary for the administration and management of the employment relationship (including benefits) and this Collective Agreement under the *Personal Information Protection and Electronic Documents Act*.

5.07 The Employer will provide the Union the following information with each dues cheque, in Excel format:

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

5.08 Upon the request of the Chairperson or designate, the Employer will provide, no more than once every three (3) months, a list of all employees with name, address, email addresses, telephone number, status, classification and date of hire. The Employer agrees to provide this list earlier than three (3) months should extenuating circumstances arise.

ARTICLE 6 – MANAGEMENT RIGHTS

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

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

scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement; and

- (e) Make, enforce, and alter from time to time policies, reasonable rules and regulations to be observed by the employees. These shall not be inconsistent with the express terms of this agreement and will only be in force after they have been made available to the employees. The Union will be provided with five (5) days notice in advance, except in exceptional circumstances, of the effective date of any new policy, rule or regulation to be observed by employees.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Union shall have the right to elect or appoint and the Employer shall recognize a Union Committee of up to three (3) members, consisting of a Chairperson and two (2) Committee Persons. In the event of a layoff, the Chairperson and the two (2) Committee Persons shall be granted the highest seniority at Shorelines Casino Peterborough (Security) notwithstanding their actual seniority status. The Union may assign responsibilities to the Committee Persons and will inform the Employer of any specific roles (e.g.: benefits, safety, WSIB, etc.).

7.02 The Employer will provide a locking filing cabinet for the use of the Union Committee Persons. In addition, the Employer agrees to provide use of a meeting space upon advanced request from the Union. Such requests shall not be reasonably denied.

7.03 Upon receipt of notice from the Union and subject to ensuring coverage, the Employer will provide a cumulative total of five (5) hours of release time from regular duties each week which may be used by the Chairperson, Union Committee Persons and/or Stewards as appropriate. The Employer will maintain the employee's rate of pay, benefits, vacation, and holiday pay and they will continue to accrue seniority as if working in their classification and status. Such requests will not be unreasonably denied.

In addition, eight (8) hours of release time per month may be pre-booked by the Chairperson as a shift, provided that it is requested four (4) weeks in advance. The Employer will pay the Unit Chair at a flat rate of the highest rate of the bargaining unit per hour or the employee's home position rate, whichever is higher for this release time hours worked for the life of this agreement.

7.04 For the purposes of Union representation, the Employer shall also recognize a maximum of four (4) Union Stewards shall be bargaining unit employees of Shorelines Casino Peterborough (Security) with seniority. Following any election or appointment by the Union, a list of these representatives will be supplied to the Employer.

- 7.05 The Chairperson, Union Stewards and the Committee Persons will be authorized to deal with Union business including, but not limited to grievances and health and safety issues.
- 7.06 The Chairperson, Union Committee Persons and Stewards have a responsibility to the Employer for his or her regular duties. They will request permission from his or her Supervisor before leaving his or her work to attend to, investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, will be granted where it can reasonably be done without interfering with the operations of the Employer. The Chairperson, Steward or Committee Person must report back to his or her Supervisor when any Union business is completed and will take no more time than is absolutely necessary during regular working hours. When an employee wants Union representation, he or she will call on a scheduled break, unless there is an immediate threat to health and safety.
- 7.07 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Employer of upcoming elections. The Employer will provide the Union with an updated seniority list. There will be no posting of posters or campaigning save and except on the Union bulletin board and in the hallways immediately outside of the staff cafeteria, where space exists. The Employer will provide space on site for the vote. The Union will provide the Employer with a minimum of fourteen (14) days of notice for the requested use of space.
- 7.08 A National Union Representative and/or Local Union President or designate may be present and participate in any meeting between the Union Committee and the Employer upon advance notice. Union Representatives registered with the AGCO may provide assistance to employees subject to any limitation imposed by the registration but will not interfere with the Employer's operation. Union Representatives will not visit with employees in the bargaining unit nor attend non-public areas during working hours without appropriate arrangements being made with the Human Resources Manager. National or Local Union Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.
- 7.09 The Employer will recognize an alternate representative to replace the Chairperson and any of the two (2) Committee Persons when they are absent for in excess of six (6) days due to vacation, sickness, or approved leave of absence/Union leave.
- 7.10 The Employer agrees to recognize a Union Negotiating Committee, comprised of a National Union Representative, a Local Union Representative, the Chairperson and the two (2) Union Committee Persons for the purposes of negotiating the renewal of the Agreement. Upon the provision of at least two (2) weeks of notice and as far as advance as is reasonably possible, the Negotiating Committee will be granted leaves of absence with the continuation of pay for all negotiating and caucus days set by the Union. The Employer will bill the Union for these days.

- 7.11 It is understood the Employer will only be required to deal with the Committee Persons and Stewards of Shorelines Casino Peterborough (Security) or an AGCO registered National Representative and Local Representatives of the Union.
- 7.12 The Union will be responsible for ensuring that there is Union Representation on shift and/or will ensure that a Union Representative is present when required on less than two (2) hours notice by the Employer. The Employer will provide notice to the Chairperson or one of the Committee Persons or Stewards on site and if there are none, will call any number directed by the Union for such circumstances. If no Union Representative is available then the Employer may proceed without a Union Representative despite any express provisions in this Agreement and will notify the Union of any action taken.

ARTICLE 8 – CONFERENCES

- 8.01 Management/Labour Conferences will be arranged between the Union Committee and the Employer on a regular basis but not less than every three (3) months. An agenda of items to be discussed at a Management/Labour Conference will be exchanged at least seven (7) days preceding the meeting. Either the Employer or the Union can request a Management/Labour Conference in writing on at least seven (7) days notice.

It is specifically understood that grievances shall not be the proper subject matter to be discussed at such a meeting. A National Union Representative and/or Local Union Representative may be present at a Management/Labour Conference. Union Representatives attending a Management/Labour Conference will be paid at their regular hourly rate for time spent at such meetings.

- 8.02 The Employer will be responsible for taking minutes for these conferences. The Employer will send the Chairperson a copy of the minutes within seven (7) working days for review and approval.

ARTICLE 9 – SENIORITY

- 9.01 Seniority is based on continuous time spent in the bargaining unit as of most recent date of hire.
- 9.02 There will be one seniority list upon which each non probationary employee will be provided with a Seniority Date which reflects the last date of hire at Shorelines Casino Peterborough (Security) and will determine their job security.

- 9.03 New employees of the Employer shall be considered as probationary employees until they have completed five hundred and twenty (520) actual hours worked in any period of eighteen (18) consecutive months. Upon completion of the probationary period, the employee will acquire seniority and will be given seniority dates which shall be based on the employee's date of hire as a probationary employee. The seniority list will be revised by the Employer and the Union every three (3) months and shall be given to the Chairperson of the bargaining unit for posting on the Union bulletin board.
- 9.04 Where two (2) or more employees have the same service and seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted by a Union Representative by arrangement between the parties and will be provided to the Employer on the day of the draw. Previous Lottery dates for same date of hire stand as is. Where several employees have the same date of hire Shorelines Casino Peterborough (Security), employees directly transferring from a site operated by the Employer will be given preference regarding seniority. If two (2) or more employees transfer from a site operated by the Employer on the same date, their seniority will be determined company service date.
- 9.05 The Employer may not terminate a probationary employee in an arbitrary, discriminatory or bad faith manner. It may otherwise terminate the employment of a probationary employee and this shall constitute a lesser standard for the purpose of the *Labour Relations Act*. While complaints and concerns may be raised and will be discussed, no grievance or arbitration will be filed arising out of the discipline or dismissal of a probationary employee, save and except where the termination is alleged to have been based on arbitrary, discriminatory or bad faith considerations. It is understood that the words arbitrary, discriminatory or bad faith will be interpreted using the tests developed for unfair representation complaints under the *Ontario Labour Relations Act*.
- 9.06 An employee attaining seniority shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Employer of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted.

ARTICLE 10 – LOSS OF SENIORITY AND EMPLOYMENT

- 10.01 The seniority rights and employment of any employee shall cease for any of the following reasons:
- (a) If an employee voluntarily quits the employ of the Employer or retires;
 - (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;

- (c) If an employee abandons work without permission and without properly calling in for a period of more than three (3) consecutive working days, and does not provide satisfactory reason for both the failure to report for work and the failure to call-in;
- (d) If an employee fails to report for work in accordance with a notice of recall seven (7) days after a registered mailing of such notice, without satisfactory reason;
- (e) If an employee is laid off for a period in excess of a twenty-four (24) month period, is not recalled and is provided with any severance and notice required;
- (f) If an employee fails to report for work upon the expiration of any leave of absence, without satisfactory reason;
- (g) If an employee works at other employment during a leave of absence without permission.
- (h) Accepts an offer of employment to any position not covered by this collective agreement.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Where possible, the Employer will give seventy-two (72) hours' notice of layoff to the affected employee(s), and will notify the Union twenty-four (24) hours prior to providing notice to the affected employees.

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

- (a) Probationary employees will have their employment ended,
- (b) For the purpose of the seniority bumping procedure, an open job posting shall be considered the most junior. The open job posting shall remain junior up until a candidate has been awarded the position.
- (c) Seniority rated employees will be laid off as set out in 11.03 and 11.04 below:

11.03 Part-time Employees

In the event one or more part-time security officers are identified for a layoff of in excess of fourteen (14) days, the affected employees will receive notice of layoff. Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

11.04 Full-time Employees

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

- a) The junior full-time security officer will be provided with the following options:
 - i. Bump the most junior part-time security officer, seniority permitted, or;
 - ii. Accept layoff

11.05 Recall

- a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of twenty-four (24) months.
- b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled by seniority, as follows:
 - i. A full-time employee must accept a recall to a full-time position, or waive their recall and seniority rights.
 - ii. A full-time employee may accept a recall to a part-time position, but they may decline recall to the part-time position which will not extinguish their right to recall.
 - iii. A part-time employee must accept recall to a part-time position or wave their recall and seniority rights-
 - iv. A part-time employee may not be recalled to a full-time position.
 - v. Employees must indicate within forty-eight (48) hours of the recall notice that they are willing and able to return to work within the next seven (7) days or the employee shall be deemed to have refused recall and seniority rights.
- c) An employee, the Union, and the Employer may agree during the recall period to elect to terminate the employment relationship, and the employee would receive any severance to which they are entitled under the *Employment Standards Act*. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- d) Notice of recall shall be by telephone and, if the employee cannot be reached, shall be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 AM on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of their current telephone and mailing address at all times.

11.08 Voluntary Layoff

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

11.09 General

- (a) All laid off employees will be placed on the recall list. A Record of Employment will be provided.
 - (b) The Employer shall maintain the payment of its share of any applicable benefit premiums until the end of the month following the month of layoff.
- 11.10 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) days required for filing of all grievances.
- 11.11 After backfilling any job where there is estimated to be a temporary vacancy of more than thirty (30) workdays, the Employer will recall the senior laid off employee who is able to perform the job which has been vacated by the backfilling employee.

ARTICLE 12 – NO HARASSMENT/NO DISCRIMINATION

- 12.01 In accordance with the provisions of the *Labour Relations Act*, the Employer, employees and the Union agree that there will be no harassment or discrimination exercised or practiced by them or their representatives because of membership or non-membership, activity or lack of activity in the Union.
- 12.02 The Employer, employees and the Union agree they all have rights and obligations under the *Ontario Human Rights Code* to ensure a workplace free from discrimination based on the prohibited grounds as defined by the *Ontario Human Rights Code*.
- 12.03 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. However, it will be at the discretion of the employee as to whether the Union will be involved. The Union may establish its own policy for doing so although nothing in this policy will detract from the Employer's ability to address such an issue if a complaint is made to it or if the behaviour is having an impact on the management of the workplace. Where the Employer receives a complaint amongst bargaining unit members, it will inform the Union.

12.04 The Employer's Human Rights policy will be made available to all employees and the Employer agrees that where it conducts training around this policy, it will offer training to the Union Committee Persons. The Employer and the Union agree to meet and jointly discuss the Harassment Policy and the Unifor Policy including complaint resolution procedures to be used under 12.03.

12.05 The Company and Unifor are committed to providing a workplace free of harassment, bullying and violence, including but not limited to any violations under the *Ontario Human Rights Act* and the *Occupational Health and Safety Act*.

It is agreed that during all investigations under this article, members covered under this agreement will be entitled to have a Union Representative attend all meetings with them.

ARTICLE 13 – HOURS OF WORK

13.01 The normal hours of work for all full-time employees shall be an eight (8) hour shift (exclusive of unpaid breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. All full-time employees will be scheduled at least forty-eight (48) consecutive hours off work in every work week except in those emergency instances where there are no available non-overtime employees or where required for a rotational schedule changeover or subject to a negotiated work week agreement.

Should the Employer and the Union agree to establish a shift schedule or negotiated work week arrangement for any Department requiring regular shifts longer than eight (8) hours per day, the agreement, if so stated, will become an appendix to this agreement and will be enforceable as part of this Agreement.

13.02 The Employer will post the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least forty-eight (48) hours of notice or as per *ESA*, whichever is greater, of its intent to change an employee's schedule, unless the change is approved by the affected employee or in case of an emergency or circumstance outside the control of the Employer.

13.03 Annual shift picks will commence on September 1st annually and will be completed by November 1st annually. Where there are substantial changes to the schedule, the Employer may conduct a second shift pick which may not occur more than once per rolling twelve (12) month period. Any subsequent picks are subject to mutual consent between the Employer and the Union.

13.04 A shift schedule for part-time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting ("core schedule").

13.05 It is understood that the posted core part-time schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule part-time employees shall review the schedule. When additional shifts become available after the schedule has been posted in ESS but more than forty-eight (48) hours prior to the start of the shift, contact will be made with employees and offered these shifts as follows:

- i) To the most senior part-time employee with the least amount of scheduled hours on the live schedule in the pay period, and in accordance with their shift preference.
- ii) If no employee accepts the shift, the shift will be assigned to the most junior part-time employee within the same job classification, provided the shift does not incur overtime and allows for a minimum of eleven (11) hours between shifts.

If the Employer is unable to make contact with the employee or the employee advises they are unavailable, the Employer will move to the next eligible employee. Employees must be available to receive such calls by maintaining a voice mail system or by returning calls on call display and failure to maintain such a system relieves the Employer of its obligations.

13.06 The available live hours will be distributed as equitably as possible amongst the part-time employees having regard to shift preference.

The part-time employees will each submit, and may amend once every four (4) months, a Shift Preference sheet indicating his or her preferred core shift and preferred days off. For greater clarity, all Part-time employees must submit their respective Shift Preference sheet by January 1, April 1, July 1, October 1. The implementation date for each will be no later than the second pay period following the above dated. Part-time employees will be scheduled by seniority, in accordance with their preference sheets. Preference sheets shall include the following options:

- (a) Shift (Days / Swing / Grave)
- (b) # of Shifts per week
- (c) Start times within a shift
- (d) Preferred days off

13.07 Schedule Adjustments

Where a part-time employee knows absolutely that he or she is not going to be available for work, he or she may request a schedule adjustment. Each part-time employee may request up to six (6) schedule adjustments per calendar year.

All such requests must be made in accordance with the Employer's process for doing so at least two (2) weeks in advance and prior to the schedule being posted and will be approved where operational considerations allow and coverage can be arranged. If an employee commences employment or changes employment status from full-time to part-time during the year, their adjustment days will be pro-rated. An approved schedule adjustment cannot be cancelled by an employee once the schedule has been posted.

- 13.08 If an employee wishes to switch a shift with a co-worker in the same department with equal qualifications and within the same pay period, the employees involved must enter this electronically through the Employee Self Service Kiosk (ESS) a minimum of two (2) hours prior to the shift. Dealers will be permitted to switch shifts with all other Dealers under this Article. The system will approve the request if all criteria are met and will deny if all the criteria are not met.

If an employee wishes to give away a shift to a co-worker in the same department with equal qualifications, the employees involved must enter this electronically through the Employee Self-Serve Kiosk (ESS) a minimum of two (2) hours prior to the shift, except in cases of an emergency.

No full-time employee can give away more than twelve (12) shifts per calendar year, and no more than one (1) per pay period.

Part-time employees will have unlimited giveaways.

Shift giveaways are not intended to be used in such a way as to result in a part-time employee regularly working forty (40) hours per week or regularly not working any hours in a pay period. An employee who abuses this provision shall have their shift giveaway privileges revoked for a period of three (3) months. Should the employee abuse this provision again, their shift giveaway privileges will be revoked.

All employees can utilize available paid time off to cover for a giveaway, and that day will not be counted as a giveaway towards the annual limit.

It is understood that the Employer will be able to assign a shift to a part-time employee who was not scheduled one then picked one up themselves and then gave it away or switched it.

The Employer is not responsible or liable for overtime rate claims that might arise or occur as a result of the switch or giveaway.

- 13.09 The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts. Employees will not be allowed to work more

than twelve (12) hours in a day nor consecutive shifts on the same day unless the employee had eleven (11) hours rest between shifts.

ARTICLE 14 – REST PERIODS

- 14.01 Subject to 14.03, employees will be provided with a fifteen (15) minute paid rest period during each half shift. This rest period cannot commence before the end of the first hour of an employee's shift nor shall the rest period be given before one (1) hour has elapsed after an employee's lunch period. Employees will also be provided with an additional fifteen (15) minute paid rest period if they are scheduled to work more than ten (10) hours.
- 14.02 Employees working shifts of five (5) hours or less will only be provided with one (1) fifteen (15) minute paid rest period.
- 14.03 Notwithstanding the provisions of this Article, with individual agreement employees may take their rest periods at different times and in a different manner than specified in this Article.
- 14.04 Paid breaks will be taken on location and all breaks will be taken away from the gaming area out of the public eye and in a designated area.
- 14.05 If employees are required to work more than three (3) hours beyond a regularly scheduled shift of at least eight (8) hours in length, they will be eligible to receive a meal voucher (up to a maximum of \$10.00) upon their request. The meal vouchers have no cash value, no balance is payable and cannot be transferred to another employee. If the employee receives three (3) or more meal vouchers in one (1) week, they will be subject to tax requirements as per Canada Revenue Agency.
- 14.06 Unless otherwise provided in this Agreement or an agreement under 13.01, employees shall receive thirty (30) minutes unpaid lunch period, provided the employee is working a shift in excess of five (5) hours.

Employees called back to work during a meal period will be provided an alternate meal period. Where an employee is called back to work and no alternate meal period is practicable, they will be paid, at their regular rate or, where applicable, at the overtime rate for time worked. Additionally, a replacement meal voucher will be provided to the employee, up to a maximum value of ten dollars (\$10.00). The replacement meal voucher is applicable to meals that would expire, perish, or cannot be reheated.

ARTICLE 15 – OVERTIME

- 15.01 The parties to this Agreement recognize that the needs of the business require the performance of overtime work from time to time. All overtime will be approved in advance by the Department Manager or designate.
- 15.02 Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate in respect of all hours worked:
- (a) in excess of forty (40) hours weekly, or:
 - (b) in excess of eighty (80) hour bi-weekly for employees on a rotational schedule or shift lengths greater than eight (8) hours.
- 15.03 Where an employee is absent due to bereavement, vacation leave (paid) such hours not worked will count towards calculating the hours referred to herein.
- 15.04 For the purpose of this Article, the "week" commences at 12:01 a.m. Monday morning.
- 15.05 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.
- 15.06 Hours worked on a Paid Holiday, as provided in Article 30 - Paid Holidays in the Collective Agreement, shall count towards overtime eligibility and this shall not be considered a duplication or pyramiding of premium compensation.
- 15.07 Where an employee is asked and agrees to work overtime and is not told within the last hour of his or her shift that they are not required for overtime, then they will be guaranteed at least one (1) hour of overtime pay.

ARTICLE 16 – COVERING SHIFTS

- 16.01 When the Employer requires employees to cover a vacant shift which occurs less than forty eight (48) hours in advance, the Employer will invite employees to work in accordance with the following procedure:
- 1. Identify the classification of the absent employee.
 - 2. Offer the shift to all part-time employees in the classification that will not incur overtime, by seniority.
 - 3. Offer the shift to all employees in the classification, by seniority.

While the Employer is attempting to cover the shift, Employees in the classification who are presently at work and who express interest will be invited to work overtime if required, by seniority. If the position cannot be filled within the classification, the Employer will offer a temporary transfer, by seniority, to other employees within the department who possess the skill and ability. It is agreed that the employee will receive the rate of pay according to the temporary position.

ARTICLE 17 – JOB POSTING AND SHIFT SCHEDULE POSTING

17.01 Where a full-time shift/line becomes available, the Employer will post, within fourteen (14) days, the availability of a shift/line and days off schedule for three (3) days and will assign the shift/line to the most senior qualified full-time employee in the classification who expresses a desire by placing his or her name on the notice and indicating his or her shift/line and schedule preference. The next two (2) subsequent shift/line vacancies will be filled as part of the same process above. Once this process is complete the Employer may continue to post the vacant shift/line or may assign the necessary shifts amongst part-time employees. It is the responsibility of interested employees to indicate their interest in the posting in writing on a Departmental Shift Posting Form.

17.02 In the event new jobs (full-time or part-time) are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the Employer will post such new jobs or vacancies in order to allow any employee to apply. The job posting will include the classification, department, and may include the starting shift and days off if known at the time of posting. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift schedule process in 17.01. When the Employer offers the position to the successful applicant, the Employer agrees to clearly communicate the shift package to the employee prior to the employee accepting the position. Where the Employer requires a temporary full-time replacement expected to exceed three (3) months in duration, this absence will be subject to this posting procedure.

Required temporary part-time replacements, where a part-time employee is expected to be absent for in excess of six (6) months, will also be subject to this procedure. Upon the employee accepting the position, they will be transferred to the new position within 31 days but no more than 6 weeks in extenuating circumstances with notification to the Union.

17.03 The Employer will provide the Union with a list of all applicants after the posting has closed and will also provide notice of the successful applicant(s).

If an employee grieves a job competition under this Article, the Employer will provide, at the Step 2 meeting, the documents and records upon which it relied in the making of its decision.

- 17.04 Postings shall clearly indicate the deadline date for the application and the location or persons to whom applications shall be made. The posting period shall be for not less than five (5) calendar days from the date of posting. The successful applicant will be placed in the new position within 31 days but no more than 6 weeks in extenuating circumstances with notification to the Union. It is understood that subsequent vacancies arising from a posting also will be posted for five (5) calendar days.
- 17.05 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bargaining unit applicant was selected. If no applications are received from seniority employees, or if none of the applicants are awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.
- 17.06 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the most senior applicant who successfully completes a skill and ability assessment.
- 17.07 An employee who is the successful bidder to a job in a different classification pursuant to this Article will be subject to a trial period of twenty (20) working days. Such period may be extended based on mutual consent of the Employer and the Union. If an employee does not successfully complete the twenty (20) day trial period, either by resigning or being unsuccessful, the employee will be returned to his or her previous position (including shift and days off) if it still exists, and other employees affected thereby will be returned to their previous positions on a similar basis. Thereafter, the original vacancy will be filled by the next eligible applicant on the original posting, in accordance with the posting provisions of this Agreement.
- 17.08 Successful applicants will be afforded required training in their new position.
- 17.09 Where an employee bids or posts to a new schedule, his or her approved and scheduled vacation will only be honoured where it can be accommodated in the schedule of the new shift.
- 17.10 Employees on an approved leave of absence who have a foreseeable date for return to work shall be entitled to post on positions during their leaves of absence. Should such employees be the successful applicant, the position will be filled pursuant to the provisions of Article 17.01, until such time as the person on leave returns to work.
- 17.11 Where a full-time employee submits a written request to become a part-time employee in the same classification, the request will be provided to the Union. In the event the Employer is willing to approve the change in status it is agreed this will only occur where more senior full-time employees have been given the opportunity in advance by posting a memo within the department for seven (7) calendar days.

- 17.12 If additional personnel are required within sixty (60) days after the date the original position was filled, the applicants from the original posting will be considered however the Employer reserves the right to re-post the position vacancy.
- 17.13 An Employee may pre-apply for a job posting while he/she is on an approved leave by submitting their application to the HR Manager or designate and specifying which position(s) they are interested in applying for. Alternatively, an employee can contact the HR Manager while on an approved leave to indicate their interest in a job posting and must submit their application within five (5) days of the job posting closing date.
- 17.14 An employee exercising seniority rights to transfer to a lower rated position in the bargaining unit will receive the rate of the lower classification based on their current step progression.

ARTICLE 18 – PART-TIME EMPLOYEES

- 18.01 All references to employees in the Collective Agreement apply to part-time employees, except as specifically provided (or as amended by this Article) or as required by construction of the Agreement.
- 18.02 The parties recognize that the nature of the Employer requires the use of part-time employees to meet the demands of its business.
- 18.03 Part-time employees, except those on temporary full-time postings, will not regularly work in excess of twenty-four (24) hours per week except in the following circumstances:
- (i) When replacing employees absent due to illness or injury for a known duration.
 - (ii) When replacing employees absent due to vacation leave or Union leave.
 - (iii) Due to increase in patron volume as a result of unique or short term business needs.
 - (iv) In the event of emergency.
 - (v) As a result of shift switches and/or shift giveaways.
 - (vi) When scheduled for training.
 - (vii) When part time employee wishes to be scheduled for additional shifts in accordance with their Shift Preference sheet from Article 13.06.
- 18.04 Part-time employees cannot be scheduled to work more than five (5) consecutive days in a row without forty-eight (48) consecutive hours of rest, without the employee's consent.

ARTICLE 19 – TEMPORARY TRANSFERS

19.01 An employee temporarily transferred by the Employer to a higher rated classification in the bargaining unit will receive the higher rate or their own rate, whichever is higher, for the work performed in the higher classification.

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

19.02 The Employer will offer temporary transfers, by seniority, to members on shift in the department. If there are insufficient volunteers for the temporary transfer, the Employer will mandate the junior employee on shift in the department.

ARTICLE 20 – TRANSFERS OUT OF THE BARGAINING UNIT

20.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement and will lose all seniority as per Article 10.01 (h). For further clarity, this does not apply to Dual Rate Supervisors.

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

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

ARTICLE 21 – NEW CLASSIFICATIONS

21.01 Vacancies within new classifications shall be posted with sufficient description of the work to be performed within thirty (30) calendar days of the start-up of the new position and any experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

21.02 The Employer will provide the Union with copies of its job descriptions for all bargaining unit classifications. In the event that new job classifications are created, the Union will be notified and will receive a job description when such is prepared.

21.03 Classification Arbitration: When a new classification is introduced or a new job is introduced and the classifying of this job is in dispute and/or the wage rate assigned is in

dispute, the parties will meet within 30 days with the sole purpose of agreeing on the classification designation and/or the wage rate. If there is no agreement on the classification designation and/or wage rate, the following process will be followed:

The Employer and Union shall submit their respective Final Offer Briefs, including a proposed remedy, to the Arbitrator and to each other no less than five (5) Working Days prior to the Arbitration. The final Offer Briefs shall address only the classifying of the job that is in the dispute and/or the wage rate assigned.

The Arbitrator shall award one (1) of the two (2) proposed remedies in its entirety and shall have no jurisdiction to fashion his or her own remedy.

ARTICLE 22 – TRAINING

22.01 Save and except for any voluntary training, all training provided by the Employer will be paid training and the Employer will endeavor to provide this training during regularly scheduled hours of work. Where such training of employees is done outside regular scheduled hours it will be paid at the applicable rate.

ARTICLE 23 – NEW EMPLOYEE ORIENTATION

23.01 The Employer provides new hires with orientation. Where the new hires are in the bargaining unit, the Employer will arrange for up to one (1) hour of that orientation to be provided by the Union. During this time a Human Resources Representative may be present.

ARTICLE 24 – SUPERVISORS WORK

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

- During emergency situations
- To prevent interruptions to the business
- To respond to an immediate and specific guest need where a bargaining unit member is not readily available
- For the purposes of instruction or training

The exceptions above will not be used to deprive any bargaining unit employees of scheduled work time.

ARTICLE 25 – LEAVE OF ABSENCE

- 25.01 All leaves of absences must be requested using a Leave of Absence Request form. Except in cases of emergency leave, such request must be made at least two (2) weeks prior to the requested starting date of the leave, and may only be made by employees with six (6) months of continuous employment. The Manager will respond in writing within five (5) days of receipt of written request from the employee.
- 25.02 Subject to any Policy restrictions around active employment or duration of absence, an employee may maintain health and dental benefits (save and except disability benefits) during an approved leave if he or she arranges in advance to pay the cost of such benefits. During a pregnancy leave or parental leave benefits will be maintained provided the employee makes advance arrangements to pay his or her share of the premium payments.
- 25.03 Extensions of personal leaves will only be granted if sought in advance of the expiry of the original leave and are subject to the same considerations as an original leave request. No outside work may be entered into nor may hours of work elsewhere be expanded while on a personal leave of absence unless specific permission for this is sought in advance.
- 25.04 Union Leaves

The Employer will grant a leave of absence without pay but without loss of benefits or seniority to up to three (3) members of the Union to attend Union business, at any one time, outside the facility for up to a total of thirty (30) cumulative days per year, provided proper advance notice was given to the Employer. The Employer will continue the wages for any regular scheduled shifts of an employee on such leave and will bill the Union monthly for reimbursement.

Where a part-time employee takes more than one full day of union leave in a week, they will be credited with the average hours that they have worked in the last twelve (12) weeks preceding the week of the leave or their actual hours worked at Shorelines Casino Peterborough (Security) that week, whichever is greater, towards part-time benefit qualification in 52.05.

- 25.05 When a seniority rated employee is elected or appointed to a full-time position with the Union, the Employer shall, upon four (4) weeks' written notice, grant a leave of absence without pay and without loss of seniority for the duration of such leave for one (1) employees at a time for at least three (3) months and up to three (3) years. During this time period, the employee may, upon four (4) weeks written notice, be returned to the position held immediately prior to the commencement of the leave. This leave of absence is limited to three (3) employees at any one time during the life of the agreement.

25.06 Military Leave

An employee who is an active member of a Canadian Forces Reserve Status Militia Unit will be granted Reserve Training leave of up to one (1) week with pay (no more than 40 hours) and one (1) week without pay in each calendar year. The employee must provide proof of training and receive prior to approval by providing at least two (2) weeks notice to the Human Resources Manager or designate. An unpaid leave of absence will also be granted to fulfill a military deployment/obligation if he or she is called into Active Military Status, provided that a copy of the official employment standing order accompanies the Leave of Absence Application form. The employee's seniority and service will continue to accrue during such leave.

25.07 Political Office Leave

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

25.08 Family and Emergency Leave

- (a) Employees will be entitled to unpaid family medical leave in accordance with the *Employment Standards Act* to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating the family member has a serious medical condition and there is a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Employees will be entitled to emergency leave of up to ten (10) days of unpaid leave of absence per calendar year due to:
 - (i) personal illness, injury or medical emergency
 - (ii) death, illness, injury, medical emergency of, or urgent matters relating to family members as defined in Article 27.02 – Bereavement Leave

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

25.09 Citizenship Leave Day

With two (2) weeks of notice, upon the day an employee first becomes a Canadian Citizen, he or she may request and will receive a one (1) day paid leave of absence.

ARTICLE 26 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

26.01 Pregnancy, Parental and Adoption Leave will be granted in accordance with conditions contained in the *Employment Standards Act*.

ARTICLE 27 – BEREAVEMENT

27.01 In the event of the death of a seniority employee's immediate family member, the employee shall be granted an excused absence of four (4) normally scheduled consecutive and complete work days (irrespective of regular days off and holidays). It is agreed and understood that "days leave" in the case of part-time employees, means the next four (4) days commencing with the date of death (or the day of the funeral if outside those four (4) days), whether scheduled or not, and in the case of full-time employees, means the next four (4) scheduled shifts (irrespective of regular days off and holidays). One (1) day of the bereavement leave may be taken at a later date to attend a memorial service.

27.02 Immediate family for the purposes of this Article shall mean the employee's spouse including common-law or same sex partner, and the employee and their spouse's parent, step-parent, foster parent, child, step-child, foster child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister, brother-in-law, sister-in-law, step-brother and step sister. The Employer reserves the right to request proof of the bereavement.

27.03 One day of bereavement leave with pay will be provided on the same basis as a leave in 27.01 in the case of the death of an aunt, uncle, niece or nephew of the Employee to attend the funeral. The Employer reserves the right to request proof of the bereavement.

27.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.

27.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight hundred (800) kilometers away from Shorelines Casino Peterborough (Security) and where sufficient proof of need is provided.

ARTICLE 28 – JURY DUTY/WITNESS DUTY

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

ARTICLE 29 – VACATION

- 29.01 All regular full time and part time employees will be eligible to earn vacation entitlement, as well as to accrue vacation pay, based on their years of service. This is outlined in the chart below. For greater clarity, Vacation Entitlement relates to the total number of hours/days per year that the employee is granted. Vacation Dollars are accrued in accordance with the following schedule and are calculated in accordance with the *ESA*.

<u>Years of Service</u>	<u>Hours Per Calendar Year / Percent Pay</u>
First three (3) years	80 hours / 4%
At three (3) year anniversary	120 hours / 6%
At ten (10) year anniversary	160 hours / 8%
At twenty (20) year anniversary	200 hours / 10%

“Vacation Entitlement” is established and credited at the beginning of the calendar year. For employees reaching the next entitlement level during the year, they will receive their “Vacation Entitlement” at the beginning of the year, and will accrue at their new “Vacation Dollars” effective on their anniversary date.

For all employees, vacation dollars shall accrue and be paid at the time of vacation with the corresponding pay period.

Vacation may not be taken, except in exceptional circumstances, in the first six (6) months of service.

Vacation time must be taken during the calendar year in which it was earned, except for exceptional circumstances. Up to eighty (80) hours of unused vacation time earned during a year will be carried into the first three (3) months of the following calendar year. Any paid vacation not booked by December 1 annually may be scheduled by the Employer between then and March 31st of the following year.

29.02 Vacation Scheduling

Employees will be informed of their vacation entitlement at the beginning of each year. Vacation picks will be completed by November 30 each year for the following year.

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

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

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

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

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

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

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

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

Any vacation that is not scheduled in the scheduling period will be taken at the discretion or as directed by the Employer and is subject to operational requirements. This vacation must be requested two (2) weeks in advance of the requested time off and prior to the schedule being posted. The Department Manager, or designate, may approve a vacation request with less than two (2) weeks notice at his/her discretion where there are extenuating circumstances.

Employees will be allowed to cancel approved vacation with two (2) weeks written notice and prior to the schedule being posted. Vacation can only be cancelled in the same manner as the vacation was originally selected (ie. blocks or individual days).

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

Where an employee posts to a new position or where the departmental schedule changes, his or her vacation will be honoured where it can be done so without it impacting on the operation or other employee's previously booked vacation.

29.03 Death in Family During Vacation

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

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

ARTICLE 30 – PAID HOLIDAYS

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

New Year's Day

Civic Holiday (1st Monday in August)

Family Day

Labour Day

Good Friday
Victoria Day
Canada Day

Thanksgiving Day
Christmas Day
Boxing Day

30.02 It is agreed and understood that given the nature of the Employer's operation, employees may be required to work on a holiday. Where an employee is scheduled to work on any one of the above-mentioned holidays, then in addition to any holiday pay he or she may qualify for, he or she shall be paid at the rate of time and one-half (1 ½) his or her base hourly rate, for all hours worked between 12:01 a.m. and 11:59 p.m. on the holiday.

30.03 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:

- (a) absent on vacation;
- (b) absent on either of those days and such absence is authorized by the Employer based on a medical certificate by a qualified physician which is submitted to the Employer on the day the employee returns to work;
- (c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides such reasonable proof as may be required;
- (d) employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 30.03 (b) or (c) above, to work their entire shift (unless an early out is authorized) on the paid holiday, will not be eligible for premium pay or holiday pay.

30.04 Subject to the particular provisions next following, holiday pay will be calculated in accordance with OGELP's practice provided that the amount of each eligible employee's holiday pay shall not be less than his/her entitlement under the Employment Standards Act and its regulations governing continuous operations.

Full-time employees who are scheduled to work on the public/paid holiday and are unable to do so due to illness will receive holiday pay and may be required to provide medical documentation for the absence.

Any employee, who is being paid directly by WSIB and not on modified work, will not receive holiday pay.

Where a holiday falls on a day when an employee is not scheduled to work or during an employee's vacation, and that employee otherwise qualifies for a paid holiday, then that employee shall be granted banked paid lieu time.

30.05 All employees who qualify for holiday pay will have his or her holiday pay and corresponding lieu time banked automatically, unless he or she provides a request form to be paid in advance to his or her supervisor. It is agreed that no more than fifty (50) hours of lieu time may be carried at any one time by a full time employee and twenty (24) hours for part time employees or will be paid out. In order to schedule a lieu day, the employee must have banked the lieu day and must request the lieu time at least two (2) weeks in advance of the requested day off and prior to the schedule being posted. Lieu time will only be granted subject to the operational needs of the department.

30.06 Religious Holidays

Employees are entitled to time off for Religious Holidays not otherwise covered in this Article. Up to two (2) days paid leave for full-time and up to two (2) days unpaid leave for part-time employees, for the purpose of observing religious holidays identified by leaders and representatives of each religion for their respective religion. Religious Holiday pay cannot be requested for holidays that fall on a regularly scheduled day off. Additional time off may also be accommodated by the use of vacation leave, accrued lieu time or an unpaid leave of absence, or by rearranging work schedules. Where requested, the employee will provide confirmation of his or her need for the holiday from his or her religious counsellor.

ARTICLE 31 – DISCIPLINE

31.01 The Employer will provide advance notice to the Union of any meeting with an employee where the Employer is investigating an issue that may result in discipline for that employee. The Chairperson, or a Union Steward or Committee Person will be able to attend this meeting. It is understood that the Union will not impede the Employer's ability to ascertain the facts.

When an employee is called to a meeting by the Employer where discipline or discharge will be imposed, the employee will have a Union Steward present. In the event of discipline, the interview will not proceed until a Union Representative is present and this provision is mandatory.

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

31.02 Where an employee maintains a record free from discipline for a period of twelve (12) months, all records of discipline (save and except for serious misconduct) will not be relied

upon in future discipline. Serious misconduct will roll off the employee's file after thirty-six (36) months.

a) Serious misconduct includes but is not limited to:

- (i) A breach of the Ontario Human Rights Code
- (ii) Health and safety infractions threatening health
- (iii) Violence, swearing or threats of violence directed at a customer, co-worker or supervisor or other insubordination.

31.03 "Discipline" is defined to include any recorded discipline issued to an employee. An electronic copy of any recorded discipline will be sent to the Union Committee. Coach and counsels and other daily supervisory corrections, which may also result in notes being maintained and placed in an employee's file for a period of six (6) months, are not disciplinary and may not be grieved. These will only be admissible at hearings to demonstrate an awareness and understanding of the Employer's expectations and for no other purpose.

31.04 The Employer maintains its surveillance system for the purpose of safeguarding its assets and maintaining the integrity and security of Shorelines Casino Peterborough (Security). Where the Employer intends to rely upon video surveillance recordings or reports as evidence of employee wrongdoing to support discipline, the affected employee and/or Union Representative will be allowed to request and review the video recording. The Employer will also permit a Committee Person and/or an AGCO licensed National Representative of the Union or Local Representative, to review the surveillance report so as to discuss the video content and will then return the report. The Committee Person, National Representative, or Local Representative may also view the video at Step 3 of the grievance procedure. The Union may otherwise obtain video evidence or surveillance report when such is subject to a "Raymond Order" by an arbitrator properly seized with a grievance. Where the Union identifies a specific event or a series of events in a suspension or discharge grievance and makes a timely request that any available video surveillance records be maintained, the Employer will do so and the video may be provided to the Union subject to an Arbitrator's order.

31.05 In the case of an investigative suspension, the Employer will have the right to suspend the employee, with pay. Such a suspension is not disciplinary. The Union will be notified of all investigative suspensions at the time of issuance. Notwithstanding the foregoing, if such suspension is the result of action involving a regulatory or law enforcement agency which results in an investigation of more than seven (7) days, such longer period shall be without pay.

- 31.06 It is agreed that discipline should be issued in a timely manner. In most circumstances discipline it is to be given within the first seven (7) days the employee works following the date of the incident or the date the Employer became aware of the incident, unless it is resulting from an incident being investigated by a law enforcement or regulatory agency or unless otherwise agreed. Where there is a basis for the request to extend time limits and where the request is made in writing (including via electronic mail) in advance of the expiry of the time limits, consent to a brief extension will not be unreasonably withheld.
- 31.07 Where a dismissal is for theft, attempted theft, embezzlement or any other fraudulent actions (whether involving the Employer, coworkers or customers), the Employer must establish that the employee committed the offence and will do so on the basis of clear and cogent evidence. If it is established to an Arbitrator's satisfaction that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.

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

ARTICLE 32 – GRIEVANCE PROCEDURE

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

Step 1

The Steward or Committee Person must initiate the formal grievance procedure by providing the signed form to the supervisor or Department Manager. The Supervisor or

Department Manager shall respond with a decision in writing and will send it electronically to the Steward or Committee Person within five (5) calendar days after the date on which the grievance was activated.

Step 2

If the decision of the Supervisor/Manager is not satisfactory to the Committee Person, the Committee Person may appeal the decision of the Supervisor/ Manager to the Human Resources Manager or designate, within five (5) calendar days after the Steward/Committee Person has received the decision of the Supervisor/Manager. The Manager, or designates, may convene a meeting with the applicable Committee Person within five (5) calendar days after receipt of the appeal. The Managers, or designates, shall respond with a decision to the applicable Committee Person within five (5) calendar days after the meeting. In putting forward the Step 2 appeal, the name of every affected employee who is seeking a remedy will be provided to the Employer.

Step 3

If the decision of the Human Resources manager or designate is not satisfactory to the Committee Person, the Committee Person may appeal the decision of the Supervisor/Manager to the General Manager or designate, within five (5) calendar days after the Committee Person has received the decision. If there is such an Appeal then a meeting will be held with General Manager or designates, within five (5) calendar days after receipt of the appeal. A National and/or Local Representative will be permitted to attend all Step 3 meetings. The Managers, or designates, shall respond with a decision to the applicable Committee Person within five (5) calendar days of the meeting.

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

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

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

- 32.09 If an authorized Union Representative should consider that a provision of this Agreement has been violated, he or she may initiate and sign a grievance on behalf of an individual, which shall be processed in accordance with the foregoing provisions of this Article.

ARTICLE 33 – ARBITRATION

- 33.01 The party wishing to submit a grievance to arbitration shall provide notice of intent to arbitrate. The parties agree to utilize a single arbitrator, unless otherwise agreed and will make efforts to select a mutually agreeable Arbitrator in a timely fashion.
- (i) The Arbitrator shall not be authorized to alter, modify or amend any part of the terms of this collective agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the Collective Agreement, nor give any decision inconsistent with the terms and provisions of this Collective Agreement.
 - (ii) The parties will equally share the fees and expenses of the Arbitrator.

33.02 As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a grievance to mediation.

- (a) The Employer and Union may agree in writing to the appointment of a Mediator where the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner.
- (b) In discussions with the parties, the Mediator will establish a meeting and a process for consulting on the case and providing an assessment to the parties. The purpose of the meeting is to clarify the issues or facts in dispute. The parties may make such further representations or adduce such evidence as the Mediator may permit or require, but the Mediator shall not be obligated to conform to the rules of evidence.
- (c) The parties shall supply the Mediator and each other with concise and brief written representations on which they intend to rely which will be exchanged not less than five (5) calendar days before the commencement of the hearings of the Mediator.
- (d) Where the parties agree in writing, a Mediator may be provided with the powers and limitations of an arbitrator as set out herein. In such a case, the decision of the Mediator shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Mediator shall:
 - (i) be consistent with the provisions of this Agreement
 - (ii) be confined to the grievance referred to him or her

33.03 The Union and the Employer shall each be responsible for one-half (½) the expenses of any fees payable to the Mediator.

33.04 In this Article, it is understood and agreed that any employee (except the grievor) who is summoned or subpoenaed and whose attendance is required at arbitration hearings, and who provides five (5) calendar days of notice, shall receive permission to be absent from work without loss of pay.

An employee who is summoned or subpoenaed to attend, and who does so with pay from the Employer, shall remit to the Employer any appearance fees or conduct monies so received.

33.05 Grievance Arbitration involving a suspension or termination, where it is found that the grievance is upheld in whole or in part, the Arbitrator will upon request of the Union, keep the identity of the grievor nameless.

ARTICLE 34 – INJURY ALLOWANCE

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

ARTICLE 35 – ATTENDANCE MANAGEMENT PROGRAM

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

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

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

ARTICLE 36 – EMPLOYEE AND FAMILY ASSISTANCE PLAN ("EFAP")

36.01 The Employer will continue to provide an Employee & Family Assistance Program ("EFAP") for employees and both parties will encourage employees to seek out support where they deem it appropriate.

ARTICLE 37 – PAID TIME OFF ("PTO")

37.01 The Paid Time Off Benefit applies to all full time and part time employees.

The Paid Time Off Benefit is to provide eligible hourly employees the opportunity to take paid time off for a planned interruption from the workplace, to attend to personal pre-scheduled affairs or when an employee is not medically fit to report to work.

An employee who is on an approved leave will have their Paid Time Off Benefit pro-rated based on the following:

Return to work January 1 to April 30	Return to work May 1 to August 31	Return to work September 1 to December 31
Eligible for forty (40) PTO hours	Eligible for twenty-four (24) PTO hours	Eligible for sixteen (16) PTO hours

37.02 The Policy applies to all regular (part time and full time) hourly employees of Great Blue Heron Casino & Hotel. Casual on call, temporary or contract employees are not eligible to participate.

37.03 Eligible hourly employees will receive the Paid Time Off Benefit which consists of five (5) Paid Time Off days. A Paid Time Off day is considered (8) eight hours paid at the team member’s primary job code rate.

37.04 Paid Time Off days are granted on January 1st of each year and to be used by December 31st of the same year. Unused Paid Time Off days will not be carried over to the next year but instead will be paid out in the first quarter of the following year.

37.05 An eligible employee is a regular hourly part time or full-time employee that is employed by the Company. All eligible hourly employees employed on January 1st of each year will be granted forty (40) hours of Paid Time Off. If an employee is hired into or transfers into an eligible class (e.g. from casual on call to regular status) the employee must wait until the following January 1st to be eligible for the Paid Time Off Benefit.

37.06 Benefit Administration

- (a) Paid Time Off days are to be used within the payroll year they are granted.
- (b) The granting and scheduling of Paid Time Off days are subject to operational needs.
- (c) Paid Time Off days cannot be carried forward from year to year.
- (d) Paid Time Off days may be used in conjunction with vacation and Public holidays as long as it is submitted to the Department Manager/Supervisor for review and approval before it is granted.

37.07 Payment of Unused Paid Time Off

- (a) If an eligible employee is employed on the Paid Time Off Benefit payout date in the first quarter of the next payroll calendar year, and has unused Paid Time Off days from the prior year, those unused Paid Time Off days will be paid at the employee's current primary job code rate.
- (b) If an employee moves from regular hourly status to another status such as casual on call, temporary, contract or salary between the last day of the payroll year and the Paid Time Off Benefit payout date in the first quarter of the next payroll calendar year, and the employee has unused Paid Time Off days from the prior payroll calendar year, then the employee will be paid the remainder of their days owing at their current primary job code. This payment will be processed before the employee transfers into their new position.
- (c) An employee's participation in the Paid Time Off Benefit is meant to provide flexibility and is a benefit to employees. Since it is a benefit to retain and assist current employees, there is no entitlement or 'value' for employees who are leaving their employment. Upon the date an employee's notice of resignation is received by the Company or upon involuntary termination of employment, an employee will not be eligible to take any unused Paid Time Off days or to receive the payout of any unused Paid Time Off days (including any unused days from the prior payroll year), if applicable.

37.08 Eligible employees are required to complete a Request for Leave of Absence form to request a Paid Time Off day(s). The employee's manager must verify the employee has the number of requested Paid Time Off days remaining to take and approve (or not based on operational needs/requirements) the completed Request for Leave of Absence form. If an employee is unable to complete a Request for Leave of Absence form before taking their Paid Time Off day(s) their manager will enter and approve the Paid Time Off day(s) in the time and attendance system and will be responsible for obtaining the completed Request for Leave of Absence form from the employee upon their return to the workplace.

Management will approve Paid Time Off requests whenever possible, providing operational requirements are met.

Paid Time Off days will be assigned in order of occurrence.

Employees wishing to take Paid Days Off days are required to provide as much notice as possible to ensure all operating requirements of departments are met. Insufficient notice may result in the employee's Paid Time Off request being denied.

Paid Time Off days will not be granted for partial shifts (which includes any Gradual Return to Work shifts.)

Paid Time Off days cannot be used when an employee is reporting late for their scheduled shift of work, nor when an employee fails to report for their scheduled shift of work.

Paid Time Off days may not be used in replacement of a legislated leave, such as under the Ontario Employment Standards Act - Family Responsibility Leave, Maternity/Paternity/Parental Leave, Reservists Leave, etc.

Any otherwise applicable pay premiums or tips will not be applied when the Paid Time Off day is used.

Paid Time Off days must be used before a request for a personal leave of absence will be granted by the employee's manager.

Paid Time Off days may be used when an employee is not medically able to report to work. An employee who, due to illness or injury, is unable to report for work as scheduled is required to contact their Department Manager/Supervisor on duty in order to "call in sick" and to provide as much advance notice as possible (ideally a minimum of two (2) hours pre-shift). Failure to provide appropriate notice may result in the employee's Paid Time Off request being denied.

ARTICLE 38 – WORKPLACE SAFETY AND INSURANCE

38.01 The Employer will provide workplace insurance coverage for employees in the bargaining unit in accordance with the *Workplace Safety and Insurance Act* (Ontario).

ARTICLE 39 – HEALTH AND SAFETY

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

39.02 Modified Work

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

- (b) The purpose of the early return to work program is to return employees to his or her regular work assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness where that employee is expected to be able to return to his or her regular assignment. The accommodation of the employee's restrictions can include modifying the regular assignment, temporarily assigning the employee to alternative employment and/or work hardening schedule of hours.

- 39.03 The Employer and the Union will have a Joint Health and Safety Committee (JHSC) with equal membership appointed by the Union (one of whom shall be the Health and Safety Committee Person) and the Employer. The Employer, Union and employees shall jointly share the responsibility for chairing such meetings.
- 39.04 All Minutes and Reports of the JHSC and Form 7's under the WSIB that relate to members of the bargaining unit shall be provided to the Union.
- 39.05 The JHSC shall create terms and references and duties including establishing a schedule for joint workplace inspections under section 9(28) of the *Occupational Health and Safety Act*.

One (1) union member of the JHSC shall, if available, be entitled to accompany any Ministry of Labour Representative on a workplace inspection. In the event of a work refusal and a Union JHSC representative is unavailable, the Employer will utilize a Union member from the affected classification.

- 39.06 Time spent by bargaining unit members elected or appointed to the JHSC on any JHSC inspections and at JHSC meetings shall be considered time worked and she or he shall be compensated at his or her regular rate of pay for this time and also for up to one (1) hour of caucus time in advance of JHSC meetings. All employee members of the JHSC shall attend and caucus prior to the meetings.
- 39.07 In working to create a safe and healthy workplace, the JHSC shall review all lost time accidents and incident reports, will review WHMIS regulations and substances introduced into the workplace, will review air quality results, noise testing results and ergonomic reports and tests. The Joint Health and Safety Committee (JHSC) will review and support the maintenance and development of policies on the following issues: (a) Lockout/Tagout Program, (b) Guarding and training for New, Rebuilt or Relocated Equipment, (c) Departmental Noise Abatement, (d) Hazardous Material Permit System and Hazardous Communication Sheets, (e) Indoor Air Quality and (f) Infectious and Communicable Disease Training.
- 39.08 With proper advance notice to the Employer, a Unifor National Health and Safety Representative may be present and participate in a meeting of the Joint Health and Safety

Committee as it relates to the bargaining unit. The Representative may also investigate any critical injury or fatality for employees within the bargaining unit, where this investigation is done openly and in conjunction with the Employer and the JHSC.

- 39.09 In negotiations, Shorelines Casino Peterborough (Security) and the Union discussed their joint commitments to efforts, where feasible, to improve the interface of employees with the workplace through ergonomics. The JHSC may establish a Joint Ergonomic Sub-Committee with the objective of exploring and introducing ways to reduce injuries and illnesses through the application of ergonomics.
- 39.10 The Employer has implemented a reporting system created in conjunction with the Joint Health and Safety Committee (JHSC) and will maintain that to provide employees with a venue for submitting written health and safety complaints. The Employer will provide a summary report of complaints to the JHSC on a monthly basis.
- 39.11 The Employer, in an effort to address the number of accommodations, injuries and associated absenteeism, will provide stools for use by employees that are required to stand in a restricted place in the performance of their duties. The Employer will provide:
- (a) Security – one (1) per work area

ARTICLE 40 – EQUIPMENT AND TOOLS

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

ARTICLE 41 – PERSONAL PROTECTIVE EQUIPMENT

- 41.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed by the provisions of the *Occupational Health and Safety Act*.
- 41.02 The Employer will also provide employees with access to jackets and safety clothing as it deems necessary for the safe performance of their assigned duties, at no cost to employees.

Housekeeping employees will be provided with a hat, a pair of gloves and a jacket liner in accordance with the Employer's uniform practice.

- 41.03 Where an employee is required as a condition of employment to wear safety shoes, the Employer will provide each seniority employee with up to one hundred and fifty dollars

(\$150) each year, toward the cost of safety shoes purchased in accordance with the Employer's program. Where the Employer's program provides an increase towards the cost of safety shoes, it shall also be reflected in this Article. For clarity, this includes employees of the Food and Beverage Kitchen department where it is required as a condition of employment to wear safety footwear.

41.04 Where a Physician indicates in writing that an employee requires an external appliance (eg. wrist, elbow or knee brace), this will be recorded in the employee's medical file and accommodated where possible.

ARTICLE 42 – HEALTH AND SAFETY TRAINING

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

(a) Employee Health and Safety Training

Employees with direct responsibility will receive:

- Fire Evacuation
- Fire Extinguisher Use
- WHMIS
- Safe Lifting
- Health and Safety Policy
- Scissor Lift
- New and Remodeled Equipment Training
- General use of Personal Protective Equipment
- Conflict Resolution

(b) JHSC Training

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

- Workplace Inspection
- Accident Investigations
- Hazard Identifications
- Work refusal training

ARTICLE 43 – CESSATION OF OPERATION

- 43.01 The Employer shall advise the Union at least sixty (60) days in advance of any planned permanent shutdown of its Shorelines Casino Peterborough (Security) facility. The period of notice set out in this Article may be increased if required by the provisions of the *Employment Standards Act*.
- 43.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss contemplated closure with a view to providing a solution to the problem or jobs for the employees involved.

ARTICLE 44 – TECHNOLOGICAL/ORGANIZATIONAL CHANGE

44.01 Definition

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

44.02 Advance Notice

The Employer will provide the Union with a minimum of thirty (30) days’ notice of any technological change affecting bargaining unit employees.

If the Employer anticipates that a technological/organizational change will result in the layoff of bargaining unit employees, the Employer will advise the Union in advance, so far as is practicable and in accordance with Article 11. Where such notification is practicable, the Employer will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological or organizational change and the effect the technological or organizational change may have on the working conditions and conditions of employment of other employees. The Employer is open to receiving from the Union suggestions, ways and means that the Union considers might meet the business goals while minimizing the adverse effect upon employees concerned. The Employer is committed to looking at reasonable training opportunities which can be utilized to move any affected employees to a new or different position with the bargaining unit at the Shorelines Casino Peterborough (Security).

If the change permanently eliminates a classification, the Union and the Employer will review what training would be required to work in another, where there exists a need for employees. A training plan will be created if those displaced employees have the skill, ability and desire. Training under this provision is voluntary and the employee may be required to undertake some or all of it on his or her own time. The Employer may pay for the training or negotiate some arrangement with the Union and the employee. If more than twenty-eight (28) days of training are required to fulfill the duties of the other classification, then a training plan need not be considered.

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

44.03 New Positions

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

ARTICLE 45 – DAYS OF RECOGNITION

45.01 While it is understood by both the Employer and the Union that many areas of the Employer's operation cannot be abruptly ceased (including but not limited to greeting, accompanying Slot employees handling money and/or chips, etc.), 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 September 30th of each year in observation of Truth and Reconciliation Day, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the National Day of Remembrance and Action on Violence Against Women. To mark the observance, the flags shall be lowered to half-staff, employees will be allowed to wear a poppy on November 11th and a public announcement will be made.

ARTICLE 46 – UNION PINS

46.01 Employees may wear a Unifor logo pin. These pins must be no larger than two and a half (2 ½) centimetres in diameter and cannot be used to demean or make derogatory comments about the Employer, disrupt the workplace, or for partisan politics or contain slogans. Only one pin may be worn at one time. Dual Supervisors may not wear a Unifor pin while working as a Supervisor. Employees will be permitted by the Employer to use pens bearing the name of the Union.

46.02 The Employer shall allow members to wear a pin of their origin and a military service pin.

ARTICLE 47 – CIVIL LIABILITY

47.01 If any civil action is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of their assigned duties, (a "workplace claim") then:

- (a) The employee, upon being served with the workplace claim, must provide a copy of all the documents served to the Employer through the General Manager

immediately and, if they are to have the benefit of this Article, within five (5) calendar days of service.

- (b) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel. Should the parties be unable to agree on counsel, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of a workplace claim made against such employee if such settlement is approved by the Employer, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute negligence at his or her duty as an employee;
- (d) The Employer shall pay any damages or costs awarded against any such employee in a workplace claim and all legal fees, provided the conduct of the employee which gave rise to the action was not illegal or did not constitute negligence at his or her duty as an employee.

ARTICLE 48 – CLASSIFICATIONS AND WAGES

- 48.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule “A” and forming part of this Collective Agreement.
- 48.02 The payment of wages will be made biweekly on Friday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.
- 48.03 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows:
 - (a) Pay shortages of less than five (5) hours will be adjusted on the next pay cheque.
 - (b) For pay shortages of five (5) hours or more, the Employer will make every effort to make the adjustment within seven (7) calendar days of the shortage being identified to the Supervisor.
- 48.04 Employees will be notified by Human Resources of the garnishment of their wages, with a copy of the documentation to be provided to the employee, by the Employer.
- 48.05 The Employer will provide electronic Records of Employment available to the employee through Service Canada within five (5) calendar days after the end of the pay period in

which an employee has an interruption of earnings (eg. layoff, discharge, maternity and parental leave, etc.).

ARTICLE 49 – REPORTING PAY

49.01 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report to work, will receive a minimum of four (4) hours' pay at the applicable hourly rate.

ARTICLE 50 – CALL IN PAY

50.01 Employees will receive a minimum of four (4) hours' pay at the applicable hourly rate of pay, if called in outside of their scheduled hours. Full-time employees may refuse a call in and part-time employees may refuse if the request is made with less than forty eight (48) hours of notice or as per ESA whichever is greater.

ARTICLE 51 – TRAVELLING ALLOWANCE

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

51.02 When working at another site, it is agreed that unless otherwise stated, the terms and conditions of employment will remain in effect as if the employee (s) were working at Shorelines Casino Peterborough (Security).

ARTICLE 52 – HEALTH, DENTAL AND LIFE

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

52.02 It is understood that the Company does not in any way act as the insurer in respect of these benefits, nor does the Company bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this Agreement.

52.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery.

52.04 The Company will pay 100% of the following:

- i. Life Insurance;
- ii. Accidental Death and Dismemberment;

The Company will pay 75% of employee premiums for full-time, and 50% of employee premiums for part-time of the following:

- iii. Health
- iv. Dental

Employees will pay 100% of the following:

- v. Optional Life

52.05 Benefit Entitlement

- (a) In order to be eligible for benefits under the collective agreement, employees must be compensated by the Company for a minimum of twenty-four (24) average hours per week consistently during the six-month period prior to joining the group benefit plan.
- (b) Benefit eligibility may cease if an employee does not consistently work the required twenty-four (24) hours per week minimum. Eligibility will be reviewed every six months and based on the previous six months average hours worked.
- (c) Casual employees are not eligible for benefits.

ARTICLE 53 – GRATUITIES/GIFTS

53.01 For the purposes of this Agreement, unless otherwise provided gratuities received by employees are not considered as part of an employee's regular hourly rate or hourly wage in any way and, without limiting the generality of the foregoing, the Employer shall not be responsible for compensating an employee for gratuities for any reason including, but not limited to, time spent by an employee on vacation, paid holiday, paid leave of absence or Union business.

53.02 For the purposes of this Agreement, "gratuity" includes tips and/or T.I.T.O. slip given to an employee as may be allowed by the AGCO and approved by the Employer in reasonable policies.

Employees shall be permitted to accept unsolicited gifts from patrons in accordance with the Employer Standard Operating Procedures.

53.03 Except where required by law to participate, the Employer and the Union will not have any involvement with the distribution of gratuities or gifts.

53.04 Gratuities are not part of wages or earnings under this agreement as they are provided at the discretion of patrons and are distributed at the discretion and direction of the employees or the employee run TIP Committee.

ARTICLE 54 – GAMING REGULATION AND LICENCES

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

Upon presentation of a receipt, the Employer will reimburse the Gaming Licence fee paid by the employee on his or her first pay cheque. If the employee's employment ends prior to completing the probationary period as per Article 9.03, then the fees paid will be owed to the Employer and will be withheld from any wages owing. The Employer will pay any required Gaming Licence fee for an active employee when he or she performs their regular licence renewal.

54.02 Employees required to attend a gaming license renewal interview will receive a maximum of two (2) hours of pay at their regular hourly rate. Where these hours are outside of regular work hours, they will not be included in overtime calculation. Shorelines Casino Peterborough (Security) will not reimburse for mileage or travel costs associated with AGCO gaming license renewal. It is the responsibility of the employee to notify the Department Supervisor when scheduled by AGCO for the interview.

ARTICLE 55 – UNION BULLETIN BOARDS

55.01 The Employer will provide the Union the use of and a key to one (1) entire enclosed bulletin board in the security office for the posting of the following notices:

- (a) Notices of Union elections and election results
- (b) Notices of Union meetings
- (c) Notices of Union recreational and social events

- (d) Names of Committee Persons, Stewards and Executive
- (e) Unifor Newsletters

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

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

No other postings will be put up in the workplace.

ARTICLE 56 – PARKING

56.01 The Employer will make available suitable lighted on-site parking for all employees at no cost.

ARTICLE 57 – ACCESS AND REVIEW OF PERSONNEL FILES

57.01 The Employer will permit an active employee, upon the employee's reasonable request, to inspect his or her personnel file and/or his or her medical file, at a mutually acceptable time within three (3) days of the request. The employee and/or Union Representative, with written consent from the employee, has the right to obtain copies of documents in his or her personnel file and the Employer, upon the employee's request, will furnish the requested copies. The review will take place in the presence of a Human Resources Representative and there will be no right to remove items from the file.

ARTICLE 58 – LOCKERS

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

ARTICLE 59 – STAFF CAFETERIA

59.01 The Employer shall provide a staff cafeteria facility for all employees. It shall include refrigerators and microwaves, sink, tables and chairs. Condiments, coffee, tea, cream and sugar and water will be available without charge.

It is understood that an area of the staff cafeteria may be sectioned off and used for site events as the need arises.

ARTICLE 60 – EDUCATION REIMBURSEMENT - TUITION FEES

60.01 The Employer agrees to provide all seniority rated employees with a tuition-fee subsidy program. The purpose of the tuition-sharing program is to assist employees in continuing their education in a way which increases job performance and efficiency or equips the employee for specific tasks.

60.02 In order to be deemed eligible, courses of study must be pre-approved as complying with 60.01 and must be in a degree certificate or diploma-seeking program at a recognized College, University, or Trade/Technical.

60.03 Employees who satisfactorily complete an approved course of study will receive a refund towards the cost of the approved course. Each specific course must be approved in advance to qualify under the program. A maximum of three (3) courses in a calendar year may be approved. The maximum repayment in a calendar year for all courses is \$1,500.00 per full-time employee and \$750.00 per part-time employee.

60.04 Steps to be followed in making application under the tuition-sharing program:

- (a) Once the employee has determined their possible course of study, the employee may obtain an application form. This must be completed in triplicate and submitted to the Human Resources department for consideration in accordance with the conditions in this Article. A copy of this form will be returned to the employee.
- (b) If the application is approved, the employee may then register for the course with the school indicated in the application.
- (c) Upon successful completion of the course, the employee must provide the Employer with an official statement of the employee's positive standing in the course and official receipts to support the cost of tuition.
- (d) The refunded portion of the cost of the course will be declared as employee income for taxation purposes. All receipts will be returned to the employee along with the employee's refund.

(e) In the event a participating employee leaves the employ of the Employer for any reason after the course approval date, no refund will be made for any costs incurred in taking the course. If an employee is laid off before completing an approved course, a refund will be made upon successful completion of the course. No new course initiated by an employee while on layoff will be approved by the Employer.

60.05 The Employer will pay the cost to maintain any association or professional licensing fees that an individual employee is required to maintain by the Employer as a requirement of his or her position.

ARTICLE 61 – EARLY OUTS

61.01 Voluntary Early Out

The Employer will post a daily early out list for employees at the beginning of each day. Employees may sign this list in order to be considered first for voluntary early outs. Employees can add their name to the Early Out list no earlier than 30 minutes prior to their shift start time. When there is an Early Out opportunity, the Employer will select from employees on the list, by Random Number Generator.

Voluntary early outs will be distributed based on a first come first serve basis, full-time or part-time.

61.02 Mandatory Early Out

When there are insufficient volunteers for an Early Out opportunity, the part-time employees at work in the classification will be sent home by reverse seniority and by shift. The seniority pool will be, first, those part-timers with the earliest shift start time that day by reverse seniority; and then, if necessary, those part-timers with the next shift start by reverse seniority. If there are no part-time employees then full-time employees will be sent home by shift by reverse seniority using the same pools. Affected employees will always receive the minimum call in pay regardless of Mandatory Early Out.

61.03 There will be no mandatory early outs for Count Team employees.

61.04 There will be no mandatory Early Outs to any employee who is working on any statutory holiday covered under Article 30.

ARTICLE 62 – CONTRACTING OUT

62.01 The Employer and the Union have discussed the impact of contracting out or contracting in on employees of the Bargaining Unit. The Employer will not contract our core

bargaining unit work where the work can be performed by one or more bargaining unit members or results in layoff of one or more employee(s).

Where work is contracted out, the Employer will offer all existing employees in the affected classification the opportunity to maximize their overtime.

ARTICLE 63 – PENSIONS

63.01 Employees are eligible to participate in Great Canadian's Group Registered Retirement Savings Plan (the Plan) in accordance with the Plan rules as amended from time to time. Employees will be eligible to join the Retirement Plan effective exactly 6 months from date of hire.

Membership in the Plan is voluntary. If an employee chooses to join the Plan they may elect to invest with the following options:

- a. 2% contribution with a 2% Company match
- b. 3% contribution with a 3% Company match
- c. 4% contribution with a 4% Company match

Contributions are based on the employee's gross pay and are deducted on a bi-weekly basis. Employee deductions will not start until the Employee completes the enrollment online and selects their contribution percentage. There are no retroactive contributions.

Employees may make additional voluntary contributions up to the legal annual maximum established by the Canada Revenue Agency. Such contributions will be expressed as a percentage of each employee's gross hourly wages and will not be matched by the Employer.

ARTICLE 64 – DURATION

64.01 The parties agree that the stated term of this Collective Agreement shall be from date of ratification until July 22, 2026.

64.02 The effective date of all provisions or terms of this first collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification unless otherwise agreed.

64.03 Either party shall be entitled to give notice in writing to the other party as provided in the *Ontario 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. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

SCHEDULE "A" - WAGES:

Classification	Ratification	July 22, 2023	July 22, 2024	July 22, 2025
Security Officer	\$22.97	\$23.66	\$24.31	\$25.04

LETTER OF UNDERSTANDING #1 – EMPLOYEE UNIFORMS

The Employer will determine the uniforms to be worn and will, as it requires, provide these as required, at no cost to employees.

Employees will be responsible for the cleaning and care of their uniforms. Items that the Employer requires dry cleaned will be done at the Employer's expense.

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

Upon leaving employment, an employee is required to return all uniforms and employee property provided. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two (2) weeks of pay being withheld until such time as reasons are provided or alternative arrangements suitable to the Employer and the employee are agreed upon.

At a minimum, the Employer agrees to provide three (3) sets of uniforms for Part-Time employees, and four (4) sets of uniforms to Full-time employees.

One (1) sweater will be provided

LETTER OF UNDERSTANDING #2 – FT/PT RATIO

The Employer agrees to maintain a site wide compliment of 50/50.

LETTER OF UNDERSTANDING #3 – SCHEDULES

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

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

The Employer will establish a Departmental Scheduling Committee as the need arises.

LETTER OF UNDERSTANDING #4 – INCLEMENT WEATHER

The Employer recognizes that in managing its attendance management program in the event of absences and lateness during inclement weather, it must consider the explanations and weather circumstances prior to imposing any attendance notation.

LETTER OF UNDERSTANDING #5 – PATRON BEHAVIOUR AND WORKPLACE SAFETY

The Employer has an obligation to take all reasonable precautions for the safety of its employees and where any patron's actions are abusive, threatening or violent the employee should immediately raise this with his or her Supervisor. The Supervisor will draw the Patron's attention to its policy on respectful behaviour and will counsel them to change behaviour. If the behaviour is extreme or if the patron does not cease and desist when requested, Management will remove the Patron from the game and/or the premises.

LETTER OF UNDERSTANDING #6 – UNION FINANCING

\$2500 – final year in the agreement – one time

LETTER OF UNDERSTANDING #7 – EMPLOYEE PURCHASE/REWARD PROGRAMS

During the life of this Agreement, each employee in the bargaining unit will be eligible to participate in Employee Purchase/Reward Programs offered by the Employer on the same basis as for other hourly direct gaming employees of the Employer.

It is agreed that Union Members will be eligible for a minimum discount of twenty-five percent (25%) at all Food & Beverage outlets owned and operated by Shorelines Casino Peterborough (Security).

LETTER OF UNDERSTANDING #8 – TRANSFER BETWEEN SITES

The parties agree to a process to allow for existing Unifor members at the following Great Canadian Gaming properties who work in the Eastern Ontario, GTA and WGTA Bundles;

- Elements Casino Brantford
- Elements Casino Mohawk
- Elements Casino Flamboro
- Casino Woodbine

- Pickering Casino Resort
- Great Blue Heron Casino
- Shorelines Casino Peterborough (Security)
- Shorelines Casino Belleville
- Shorelines Casino Thousand Islands

When the Employer posts for job vacancies within the Unifor bargaining unit at one of the above-mentioned sites, the Employer will simultaneously post the job vacancies at the other four (4) properties in accordance with this Letter.

In the event that there is no successful applicant from within the bargaining unit at the property where the job vacancy exists of the job posting(s), the Employer will give preference to awarding the job posting(s) to the senior qualified applicant(s) (knowledge, skills, abilities and file review) from the other properties. For the purposes of seniority, each site will utilize their hire date site seniority. Where there are multiple applicants from different properties that have the same date of hire, a lottery will take place to determine the successful applicant(s). Should the Employer choose not to award the job(s) posting to the senior qualified applicant(s), they will provide the Union with a justification for their decision.

Once the successful applicant(s) transfer(s) to the new property, they will have their date of transfer to the new property used as their 'date of hire' for the purposes of seniority. Members who transfer will be permitted to carry their years of service to the new property for the purposes of vacation entitlement, wage progression, and severance.

Part-time employees will carry their hours of work from the previous property for the purposes of benefit qualification.

LETTER OF UNDERSTANDING #9 – SECURITY OFFICERS

EMR Premium

All Security Officers who have successfully obtained their EMR certification will receive an additional one dollar (\$1.00) per hour. This rate is conditional on maintaining EMR certification and performing those duties as required.

The Employer agrees to 'grandfather' all existing EMR certified Security Officers (including their EMR Premium) for the life of the agreement.

Job Rotation

The Employer will use all reasonable efforts to provide fair job rotation on shift and will implement a tracking system to monitor the daily schedule for all Security Officers.