

COLLECTIVE AGREEMENT

BETWEEN



Gateway Casinos Sudbury

(Hereinafter referred to as the Employer)

- AND -



UNIFOR

(Hereinafter referred to as the Union)

February 1, 2023 to January 31, 2027

Ratified: February 15, 2023

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all employees of Gateway Casinos and Entertainment Limited at the Gateway Casinos Sudbury, in the City of Greater Sudbury, including any new employee classification created and save and except Supervisors and persons above the rank of Supervisor, Hosts, Human Resources, office, clerical staff and security or surveillance employees.

For clarity the above recognition is for the Gateway sites as captured in the Gaming Bundle Northern Ontario and further delineated as Zone N1.

- 2.02 This Agreement does not apply, in any respect, to persons who are excluded from the bargaining unit.

- 2.03 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 hourly position.

The Employer will not agree to limits on the duties in the capacity of Supervisor or selection of a Dual Rate Supervisor. A Dual Rate Supervisor will not issue discipline. A Dual Rate Supervisor will not be eligible to be a union representative.

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 six (6) 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 primary position without loss of seniority.

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

A Dual, when requested to move to a Dual position while at work, shall remain in the Dual position for the balance of his or her shift.

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

2.04 No Individual Contracts or Agreements

- (a) No employee shall be compelled or be allowed to enter any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment contained herein unless otherwise stated.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this agreement unless required to do so out of a duty to accommodate and by mutual agreement with the Union.

ARTICLE 3 – STRIKES AND LOCKOUTS

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

ARTICLE 4 – COPY OF AGREEMENT

4.01 The Employer will pay the cost 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 a 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 and will place a copy in the break room. Upon request, a copy of the benefit booklet can be printed for an employee by Human Resources.

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 the Local Union, the total of the deductions made.

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:

- (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;
- (f) A list of Employees from whom dues were deducted;
- (g) Eligible hours for the month; and
- (h) Rate of pay.

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

ARTICLE 6 – MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, transfer, classify, assign, appoint, promote, demote, evaluate, train, develop, layoff and recall employees, and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner to the extent as herein provided;
- (c) Probationary employees may be discharged during the probationary period and such discharge shall not be subject to the grievance procedure, unless the Union demonstrates such discharge was made solely in bad faith;
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement; and
- (e) Make, enforce, and alter from time to time policies, reasonable rules and regulations to be observed by the employees. These shall not be inconsistent with the express terms of this Agreement and will only be in force after they have been made available to the employees. 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 bargaining committee of up to three (3) members, one of whom shall be the Unit Chairperson. In the event of a layoff, these three (3) Union Committee Persons shall be granted the highest seniority in the bargaining unit notwithstanding their actual seniority status. The Unit Chairperson will also be granted the highest seniority status for the purposes of scheduling and /or shift preferences. 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.
- 7.03 Upon receipt of notice from the Union and subject to ensuring coverage, the Employer will provide a cumulative total of twelve (12) hours of release time from regular duties each week which may be used by the Unit Chair, the Committee Persons, the Union WSIB representative, and/or Stewards as appropriate. The Committee Persons shall inform their Supervisor when they return to work from Union business. The Employer will maintain the employee's rate of pay, benefits, vacation, holiday pay and they will continue to accrue seniority as if working in their classification and status.
- 7.04 For the purposes of Union representation, the Employer shall also recognize one (1) elected or appointed Union Steward on each shift. Union Representatives shall be bargaining unit employees of Gateway Casinos Sudbury with seniority. Following any election or appointment by the Union, a list of these representatives will be supplied to the Employer.
- 7.05 The Union Stewards and the Committee Persons, to whom they report, will be authorized to deal with Union business including, but not limited to grievances and health & safety issues.
- 7.06 Union Committee Persons and Stewards have a responsibility to the Employer for his or her regular duties. A Steward or Committee Person will request permission from his or her supervisor before leaving his or her work to attend to, investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, will be granted where it can reasonably be done without interfering with the operations of the Employer. The Steward/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 The Union will be responsible for ensuring that there is Union representation on shift and/or will ensure that a Union Representative is present when required on no less than four (4) hours of notice by the Employer. The Employer will provide notice to 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 Steward is available then the Employer may proceed without a Union Representative despite any express provisions in this Agreement and will notify the Union of any action taken.
- 7.08 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Employer of upcoming elections. The Employer, upon request, will provide the Union with two (2) updated seniority lists. There will be no posting of posters or

campaigning save and except on the Union bulletin board. The Union may request, and if it is available, the Employer will provide a room on site for the vote.

- 7.09 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. The Union Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.
- 7.10 The Employer will recognize an alternate representative to replace the Chairperson and either of the two Committee Persons when they are absent for in excess of six (6) days due to vacation, sickness, or approved leave of absence/Union leave.
- 7.11 The Employer agrees to recognize a Union Negotiating Committee, comprised of the local President or designate, 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.
- 7.12 It is understood the Employer will only be required to deal with the Committee Persons and Stewards of Gateway Casinos Sudbury or an AGCO registered National Representative of the Union.

ARTICLE 8 – JOINT UNION MANAGEMENT MEETINGS

- 8.01 Joint Union Management will be arranged between the Union Committee and the Employer on a regular basis not less than every three (3) months. An agenda of items to be discussed at a Union Management meeting will be exchanged on the day preceding the meeting. Either the Employer or the Union can request a Joint Union Management meeting 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 Joint Union Management meeting. Union Representatives attending a Joint Union Management meeting will be paid at their regular hourly rate for time spent at such meetings.

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 Gateway Casinos Sudbury 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.. 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 or upon a layoff and recall and shall be given to the Chairperson of the bargaining unit for posting on the Union bulletin board.
- 9.04 An employee attaining seniority shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Employer of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted.
- 9.05 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.
- 9.06 The Employer may terminate the employment of a probationary employee so long as the termination does not occur solely for bad faith.

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 a 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) An employee's gaming license is revoked by the AGCO.

ARTICLE 11 – LAYOFF AND RECALL

- 11.01 Where possible, the Employer will give seventy-two (72) hours' notice of layoff to the affected employee(s) and the Union. Upon request, the Employer will meet with the Union to review the reasons for the layoff, the expected duration and its affect on employees in the bargaining unit.
- 11.02 Whenever it becomes necessary to reduce the workforce by layoff, the following procedure will apply:
 - (a) Probationary employees within any affected classification will have their employment ended.
 - (b) Seniority rated employees will be laid off as set out below.

Part-time Employees

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

- (a) The classification which is required to be reduced will be identified.
- (b) Any affected part-time employee in the identified classification may use his or her Seniority Date to return to his or her most recent previous position (to part-time only), if one exists, if they held the position within the last five (5) years, subject to having the skill and ability to satisfactorily perform the job, and seniority permitting.
- (c) If there was no previous position or if the employee elects not to bump under (b) above, the junior part-time employee in the classification affected will use his or her Seniority Date, if he or she has the skill and ability to perform the job with a maximum of forty (40) hours of training, to bump the most junior part-time employee in an equal or lower classification in the bargaining unit, seniority permitting, or may accept layoff.
- (d) If the employee is unable to bump in (c) above they will be laid off. If the most junior part-time employee in the bargaining unit is affected under (c) above they will be laid off.
- (e) Notice to one employee will be notice to all and the junior employee(s) laid off will await recall.

Full-time Employees

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

- (a) The classification which is required to be reduced will be identified.
- (b) Any affected full-time employee in the identified classification may use his or her Seniority Date to return to his or her most recent previous position, if one exists, if they held the position within the last five (5) years, subject to having the skill and ability to satisfactorily perform the job, and seniority permitting.
- (c) The most junior full-time employee in the classification may elect to bump the most junior part-time employee in their classification, seniority permitting.
- (d) If there was no previous position or if the employee elects not to bump under (b) or (c) above, the junior full-time employee in the classification affected will, if he or she has the skill and ability to perform the job with a maximum of forty (40) hours of training, bump the most junior full-time employee in an equal or lower classification in the bargaining unit, seniority permitting, or may accept layoff.
- (e) If the employee is unable to bump in (d) above, the junior full-time employee in the classification affected will, if he or she has the skill and ability to perform the job with a maximum of forty (40) hours of training, bump the most junior part-time employee in an equal or lower classification in the bargaining unit, seniority permitting, or may accept layoff.
- (f) Any most junior part-time employee impacted by (e) above, will have the rights in the part-time provisions above.
- (g) Notice to one employee will be notice to all and the junior employee(s) laid off will await recall.
- (h) All impacted employees (who have been displaced but not actually laid off) will be granted a one time right to use his or her seniority to return to the position and status that they were displaced from when there is next availability.

11.03 Once the bumping process is complete, full-time employees bumping into positions will select their respective shift schedule in order of seniority. This process will be limited to allowing employees entering a classification pursuant to the bumping process to choose their shift from only those positions vacated by displaced full-time employees. Subsequently, these employees will be eligible for any general shift pick.

11.04 Voluntary Layoff

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

11.05 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 in reverse order of layoff. Notwithstanding the foregoing:
 - (i) A full-time employee must accept a recall to a full-time position and/or a part-time position, as required, although recall to a part-time position will not extinguish the right to recall to a full-time position should one become available during the layoff. A full-time employee may decline recall to a part-time position without abandoning his or her recall rights where there is a part-time employee or more junior full-time employee on recall who is available to do the work required and otherwise must return or waive his or her rights;
 - (ii) A part-time employee must accept a recall to a part-time position, as required, and;
 - (iii) A part-time employee may not be recalled to a full-time position; and;
 - (iv) Employees must indicate within forty-eight (48) hours of the recall notice that he or she is willing and able to return to work within the next **fourteen (14)** days or the employee shall be deemed to have refused recall and seniority rights.
- (c) An employee and the Employer may agree during the recall period to elect to terminate the employment relationship and the employee would receive any severance to which he or she is entitled under the *Employment Standards Act*. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) Notice of recall shall be by telephone and shall also be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 a.m. on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of his or her current telephone number and address at all times.
- (e) In the event of recall the Union shall be notified.

11.06 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.

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

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

ARTICLE 12 – NO HARASSMENT/NO DISCRIMINATION

- 12.01 In accordance with the provisions of the *Labour Relations Act*, the Employer, employees and the Union agree that there will be no harassment or discrimination exercised or practised by them or their representatives because of membership or non-membership, activity or lack of activity in the Union.
- 12.02 The Employer, employees and the Union agree they all have rights and obligations under the *Ontario Human Rights Code* to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.
- 12.03 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst Union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. 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 Employers Workplace Violence and Harassment policy will be made available to all employees and the Employer agrees that it will conduct training around this policy, including offering training to the Union Committee Persons. The Employer and the Union agree to meet and jointly discuss the Harassment policy and the Unifor policy including complaint resolution procedures to be used under 12.03.

ARTICLE 13 – HOURS OF WORK

- 13.01 (a) The normal hours of work for all full-time employees shall be eight and one half (8 ½) hour shift (inclusive of lunch and breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. All full-time employees will be scheduled at least forty-eight (48) consecutive hours off work in every work week except in those emergency instances where there are no available non-overtime employees or where required for a rotational schedule changeover or subject to a negotiated work week agreement.
- (b) Should the Employer and the Union agree to establish a shift schedule or negotiated work week arrangement for any Department requiring regular shifts longer than eight and one half (8 ½) 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 make available the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least forty-eight (48) hours of notice of its intent to change a full-time or part-time employee's schedule, unless the change is approved by the affected employee or in the case of an emergency or circumstance outside the control of the Employer.

13.03 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").

13.04 It is understood that the posted core part-time schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule, part-time employees shall review the schedule and maintain contact with their Supervisor and where further shifts become available they will be assigned as set out below. Where a part-time employee is not at work on the day the shift is posted nor scheduled again prior to the newly assigned shift, he or she will be called by the Employer. Employees must be available to receive such calls by maintaining a voice mail system or by returning calls on call display and failure to maintain such a system relieves the Employer of its obligations.

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

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

After the core schedule has been posted, where additional shifts become available for work these will be assigned on a seniority-rotation basis to part-time employees, having regard to their current schedule and in accordance with the provisions of this Collective Agreement.

13.06 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 procedure for doing so at least two (2) weeks in advance and prior to the schedule being posted. 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 after the schedule has been posted.

13.07 Switching Shifts

With a minimum of forty-eight (48) hours notice prior to the shift, an employee can switch a shift with a co-worker in the same classification and with the same qualifications. The employees involved must submit the shift switch in accordance with the Employer's procedure for doing so. The Manager or designate may approve a shift switch with less than forty-eight (48) hours notice at his/her discretion where there are extenuating circumstances.

No employee shall accept or solicit any monetary or other type of gain as the result of a shift switch. Any infraction of this Article will result in appropriate disciplinary action.

Part-time employees may regularly work in excess of twenty-four (24) hours per week when replacing employees on a shift switch.

13.08 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. Except in exceptional circumstances, no employee will work in excess of thirteen (13) hours in a day and employees will be provided with at least eleven (11) consecutive hours free from performing work in a day.

13.09 Split Shifts

Employees shall not work split shifts, unless mutually agreed to by both parties.

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

14.03 Notwithstanding the provisions of this Article, with 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 two (2) hours beyond a regularly scheduled shift of at least eight (8) or ten (10) hours in length, they will be eligible to receive a meal voucher (up to a maximum of \$14.00 given the existing food service available at Gateway Casinos Sudbury) 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 Where the Employer interrupts an employee's lunch and requires that they leave to address a workplace issue then a replacement lunch period will be provided and a meal voucher (minimum value \$14) will be provided.

14.07 Unless otherwise provided in this Agreement or an agreement under 13.01(b), employees shall receive a thirty (30) minute unpaid lunch period, provided the employee is working a shift in excess of five (5) hours.

ARTICLE 15 – OVERTIME PAY

- 15.01 All time worked by an employee in excess of their scheduled eight (8) hours or ten (10) hours worked in a day or forty (40) hours worked in a week will be paid at the rate of time and one half (1 ½) the employee's regular straight time rate. Where an employee is absent due to bereavement, vacation leave or a lieu day (paid or unpaid), such hours not worked will count towards calculating the hours referred to herein. This provision may be amended as part of a negotiated work week arrangement.
- 15.02 For the purpose of this Article, the "week" commences at 12:01 a.m. **Sunday** morning. For the purpose of this Article, a "day" means a calendar day commencing at 12:01 a.m.
- 15.03 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.
- 15.04 An employee working in excess of forty (40) hours in a work week (inclusive of hours worked on a Paid Holiday as provided for in Article 30 of the Collective Agreement during the same work week), shall qualify for overtime pay for all hours worked in excess of forty (40) hours in such work week and this shall not be considered a duplication or pyramiding of premium compensation.
- 15.05 Where an employee is advised that they are required to work overtime and is not told within the last ½ an hour of his or her shift that they are not required for overtime, then they will be guaranteed at least one ½ hour of overtime pay.

ARTICLE 16 – OVERTIME EQUALIZATION

- 16.01 Scheduled overtime will be evenly distributed when reasonably possible among those employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned.
- 16.02 When the Employer requires an employee to work overtime that is not scheduled more than forty-eight (48) hours in advance, the Employer will invite employees to work overtime in accordance with the following procedure:
- (a) The classification in which the overtime is required will be identified;
 - (b) Employees in that classification who are presently at work and who express interest will be invited to work the overtime starting with the full-time employee(s) who records show has actually worked the least overtime over the past three (3) months;
 - (c) If insufficient employees volunteer to work overtime, the Employer will advise the most junior qualified worker in the classification to perform such work and work assignment will be for no longer than two (2) hours in duration.

- 16.03 New hires and employees transferred from one classification to another will be credited with the average number of overtime hours of the employees in that classification.
- 16.04 If the Union feels that the overtime has been distributed improperly, they may request and the Employer will provide a copy of their overtime tracking for that classification. Any verified claim of improper distribution in a classification shall result in the employee being given an opportunity to work overtime in his or her classification within seven (7) days of verification or if overtime is unavailable, the employee will be paid the missed overtime. Such overtime will not displace another employee.

ARTICLE 17 – JOB POSTING AND SHIFT SCHEDULE POSTING

- 17.01 Where a full-time shift/line becomes available, the Employer will post, within thirty (30) 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. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift schedule process in 17.01. Where the Employer requires a temporary full-time replacement expected to exceed **two** (2) consecutive 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) consecutive months, will also be subject to this procedure.
- 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 as soon as possible once their previous position has been filled (or such earlier time at the Employer's discretion) and it is understood that subsequent vacancies arising from a posting also will be posted for five (5) calendar days.
- 17.05 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 Preference for full-time postings will be given to part-time employees whose home position is in the classification where the vacancy exists. Accordingly, the position will be offered to the most senior part-time applicant from within the classification having regard to an acceptable file review. The Employer will establish a threshold for the file review and will discuss the threshold with the Union prior to posting the position. Only applicants who meet the minimum threshold will be considered.

Should the position not be filled by a part-time applicant from within the job classification, bargaining unit applicants from outside the job classification will be considered. Where more than one (1) applicant from outside of the job classification applies for a position vacancy, the position will be offered to the most senior applicant who successfully completes a skill and ability assessment and has an acceptable file review. The Employer will establish a threshold for the skill and ability assessment and file review and will discuss the threshold with the Union prior to posting the position. Only applicants who meet the minimum threshold will be considered.

- 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 Should any full-time temporary position under this Article be filled by a part-time employee, they shall, for the duration of the Temporary Posting, be afforded part-time benefits at no cost to themselves.

- 17.12 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 and may be approved by the Employer at its discretion.

- 17.13 The successful applicant will be placed in their new position as soon as possible once their previous position has been filled by a qualified person. In the event an employee is not placed

in their new position within six (6) weeks of being awarded the position, the successful applicant will be paid at the higher rate of their current or awarded position until such time as they are placed in the position.

ARTICLE 18 – PART-TIME EMPLOYEES

- 18.01 All references to employees in the Collective Agreement apply to part-time employees, except as specifically provided (or as amended by this Article) or as required by construction of the Agreement.
- 18.02 The parties recognize that the nature of the Employer requires the use of part-time employees to meet the demands of its business.
- 18.03 The parties further recognize the preference of the Union to have as many full-time employees as is reasonable in the business. It is recognized that in order to meet operational needs, the employment of part-time employees is necessary. The Employer will maximize the number of full-time positions available.
- 18.04 Part-time employees will be given shift and rest days preference by seniority.
- 18.05 Part-time employees, except those on temporary full-time postings, will not regularly work in excess of twenty-four (24) hours per week except in the following circumstances:
- (a) When replacing employees absent due to illness or injury for a known duration;
 - (b) When replacing employees absent due to vacation leave or Union leave;
 - (c) When working the Christmas Holiday Season (mid December to early January);
 - (d) Due to increase in patron volume as a result of unique or short-term business needs;
 - (e) In the event of emergency.
 - (f) As a result of shift switches and/or shift giveaways.
- 18.06 Where the Employer schedules a Part-time employee to work five (5) consecutive days, the employee will be provided forty-eight (48) consecutive hours of rest immediately after the fifth (5th) scheduled day.

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.

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 20 – TRANSFERS OUT OF THE BARGAINING UNIT

20.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement. However, an employee transferred out of a bargaining unit, for no more than twelve (12) months, and who is later transferred by the Employer back to a position which is covered by this Agreement will be credited with the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit.

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

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

ARTICLE 21 – NEW CLASSIFICATIONS

21.01 When a new classification is created within the bargaining unit, the Employer will establish a wage rate and classification for such a new job and agrees to discuss with the Union its rationale for the rate. Vacancies within new classifications shall be posted within thirty (30) calendar days of the start-up of the new position and any experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

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

ARTICLE 22 – TRAINING

22.01 Save and except for any voluntary training, all training provided by the Employer will be paid training and will be provided during regularly scheduled hours of work. Where such training of 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 to the Union.

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 guest needs;
- for the purposes of instruction or training.

The exceptions above will not be used to deprive any employee 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, or designate, will respond within five (5) days of receipt of written request from the employee.

25.02 Subject to any Policy restrictions around active employment or duration of absence, an employee may maintain health and dental benefits (save and except disability benefits) during an approved leave if he or she arranges in advance to pay the cost of such benefits. During a pregnancy leave or parental leave benefits, will be maintained provided the employee makes advance arrangements to pay his or her share of the premium payments.

25.03 Extensions of personal leaves will only be granted if sought in advance of the expiry of the original leave and are subject to the same considerations as an original leave request. No outside work may be entered into nor may hours of work elsewhere be expanded while on a personal leave of absence unless specific permission for this is sought in advance.

Union Leaves

25.04 The Employer will grant a leave of absence without pay but without loss of benefits or seniority to up to three (3) members of the Union to attend Union business, at any one time, outside the facility for up to a total of sixty (60) 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 Gateway Casinos 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) employee at a time for at least three (3) months and up to three (3) years. During this time period, the employee may, upon four (4) weeks written notice, be returned to the position held immediately prior to the commencement of the leave. This leave of absence is limited to one (1) employee at any one time during the life of the Agreement. If requested, the Employer will maintain the employee's pay and benefits and invoice the Union for these costs.

25.06 Military Leave

An employee who is an active member of a Canadian Forces Reserve Status Militia Unit will be granted Reserve Training leave of up to one (1) week with pay (no more than 40 hours) and one (1) week without pay in each calendar year. The employee must provide proof of training and receive prior to approval by providing at least two (2) weeks notice to the Human Resources Manager or designate.

An unpaid leave of absence will also be granted to fulfill his or her military 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 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 and
 - (ii) death, illness, injury, medical emergency of, or urgent matters relating to family members as defined in Article 27 – Bereavement Leave.

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

25.09 Citizenship Day Leave

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 The Employer shall grant pregnancy and parental leave in accordance with the provisions of the Employment Standards Act of Ontario, as amended.

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).

27.02 Immediate family for the purposes of this Article shall mean the employee’s spouse including common-law or same sex partner, and the employee and their spouse’s parent, step-parent, child, step-child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister, 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 (1) 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 (800) hundred kilometres away from Gateway Casinos Sudbury and where sufficient proof of need is provided. Such requests will not be unreasonably denied.

ARTICLE 28 – JURY DUTY/WITNESS DUTY

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

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

| Years of Service | Hours Per Calendar Year / Days | Percentage |
|----------------------|--------------------------------|------------|
| First to three years | 80 hours | 4% |
| Three to eight years | 120 hours | 6% |
| At eight years | 160 hours | 8% |
| At fifteen years | 200 hours | 10% |
| At twenty-six years | 240 hours | 12% |

On January 1st of each year, employees are advanced a full year's vacation credits based on their years of service. For employees reaching the next entitlement level during the year, they will be advanced the full year's entitlement on January 1st of that year. For example, employees who complete their eighth (8th) year on May 15, 2007 would receive their full entitlement on January 1, 2007. If an employee commences, terminates or changes employment status (e.g.: part-time to full-time) during the year, their credits will be pro-

rated. If an employee terminates his or her employment and has been paid more vacation than the year's entitlement, the extra vacation pay will be deducted from their final pay.

Vacation time must be taken during the calendar year in which it was earned, except for exceptional circumstances. Up to eighty (80) hours of vacation time earned during a year may be carried into the first three (3) months of the following calendar year if the employee so requests in writing prior to December 1 and the Manager, or designate approves. Any vacation not booked by the end of October may be scheduled by the Employer between then and March 31 of the following year.

Each department will designate when vacation can be taken and how many employees may be off at any one time. A copy will be provided to the Union Chairperson.

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

29.02 Vacation Entitlement for Part-Time Employees

Part-time employees will receive vacation payment and unpaid vacation days, on the following basis. The vacation entitlement is based on their service.

| Years of Service | Vacation Payment | Time |
|------------------|------------------|-----------------------------|
| First to three | 4% | 2 weeks (1 week + 5 days) |
| Three to 8 years | 6% | 3 weeks (2 weeks + 5 days) |
| at 8 years | 8% | 4 weeks (2 weeks + 10 days) |
| at 15 years | 10% | 5 weeks (3 weeks + 10 days) |
| at 26 years | 12% | 6 weeks (4 weeks + 10 days) |

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

For employees reaching their next entitlement level during the year, they will be advanced the vacation time and pay entitlement on January 1st.

Part-time employees will have the option of banking vacation pay which can be paid out on written request of the employee. All remaining vacation pay will be paid out in January of the following year.

29.03 Vacation Scheduling

Employees will be informed of their vacation entitlement 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 eighty (80) hours before the next senior employee gets the opportunity to select his or her eighty (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.

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.

If requested in writing by a part-time employee, the Employer will attempt to ensure that the part-time employee is not scheduled on a night shift before an approved vacation day.

29.04 Death in Family During Vacation

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

29.05 Where an employee becomes ill and eligible for STD 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.

29.06 If due to unforeseen operational circumstances, vacation that has been scheduled, and approved by the Employer should have to be cancelled by the employer, the parties agree to meet to discuss it, and will give no less than four (4) weeks' notice of the cancellation.

ARTICLE 30 – PAID HOLIDAYS

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

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

(b) Float Days

In lieu of the removal of Easter Monday and Remembrance Day the parties agree that full time and part time employees, who have passed probation, will be given two float days per year, starting January 1, 2018. For new eligible employees, the days will be prorated based on the date they pass probation. The days are to be used by the end of each calendar year, and cannot be carried over. The days must be taken at a time mutually agreed between the Employer and the Employee. The days will be paid at the Employees regular rate of pay for a regular days pay.

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 the *Employment Standard 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.

Full-time employees who are in receipt of WSIB are 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 five (5) days of lieu time may be carried at any one time by an employee or will be paid out. In order to schedule a lieu day, the employee must 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. It is understood that requests for lieu time are operationally harder to grant after the schedule is posted. Lieu time will only be granted subject to the operational needs of the department.

30.06 In the event that the Employer intends to close Gateway Casinos Sudbury to patrons any hours between Christmas Eve and Christmas Day, employees will only be required to work during this time as it is necessary to affect the closure, the re-opening and to secure the assets and operation.

30.07 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. 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 and all discipline will be removed from an employees file after twelve (12) months (save and except for serious misconduct). When discipline is resolved or rescinded during the grievance or arbitration process, all documentation associated with the discipline will be removed from the employee’s file.

(a) Serious misconduct includes but is not limited to:

(i) A breach of the Ontario Human Rights Code;

(ii) Health and safety infractions threatening health;

(iii) Violence, swearing or threats of violence directed at a customer, co-worker or supervisor or other insubordination.

31.03 “Discipline” is defined to include any recorded discipline issued to an employee. A copy of any recorded discipline will be given to the Union Committee. Coach and counsels and other daily supervisory corrections, which may also result in notes being maintained and placed in an employee’s file 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 the Slots. Where the Employer intends to rely upon video surveillance recordings or reports as evidence of employee wrongdoing to support discipline, the affected employee will be allowed to request and review the video recording. The Employer will also permit a Committee Person and/or an AGCO licensed National Representative of the Union, to review the surveillance report so as to discuss the video content and will then return the report. Subject to Article 55, the Committee Person or National Representative may also view the video at Step 3 of the grievance procedure. The Union may otherwise obtain video evidence or surveillance report when such is subject to a “Raymond Order” by an arbitrator properly seized with a grievance. 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 is to be given within the first five (5) days the employee works following the date of the incident or the date the Employer became aware of the incident, unless the incident is being investigated by a law enforcement or regulatory agency. 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 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 five (5) calendar days after the above discussions have occurred, the grievance may then be filed as set out below:

Step 1

The Steward or Committee Person must initiate the formal grievance procedure by providing the signed form to the Supervisor or Department Manager. The Supervisor or Department Manager shall respond with a decision to the Steward or Committee Person within five (5) calendar days after the date on which the grievance was activated.

Step 2

If the decision of the Supervisor/Manager is not satisfactory to the Committee Person, the Committee Person may appeal the decision of the Supervisor/ Manager to the Human Resources Manager or designate, within seven (7) 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 seven (7) calendar days after receipt of the appeal. The Managers, or designates, shall respond with a decision to the applicable Committee Person within seven (7) calendar days after the meeting and, in any event, no more than ten (10) calendar days of the appeal. In putting forward the Step 2 appeal, the name of every affected employee who is seeking a remedy will be provided to the Employer.

Step 3

If the decision of the Human Resources Manager or designate is not satisfactory to the Committee Person, the Committee Person may appeal the decision of the Supervisor/Manager to the General Manager or designate, within seven (7) 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 seven (7) calendar days after receipt of the appeal. The Managers, or designates, shall respond with a decision to the applicable Committee Person within seven (7) calendar days of the meeting.

- 32.03 A Group Grievance may be created by the Union where employees have identical grievances. Rather than file individual grievances, the Union will file a Group Grievance identifying the names of each of the affected employees and in the interest of the scope of the grievance being defined, a Group Grievance must be signed by all affected employees by no later than the filing at Step 3.
- 32.04 A Policy Grievance is an unresolved issue arising directly between the Union and the Employer around the interpretation, application or administration of the Collective Agreement and is not a matter that could be brought as an individual or a group grievance.
- 32.05 A Group/Policy grievance must be filed at Step 2 with the Human Resources Manager or designate within ten (10) calendar days after the date on which the circumstances giving rise to it became known or ought to have become known. Where the Employer files a Policy Grievance it must provide it to the Chairperson within ten (10) calendar days of the date on which the circumstances giving rise to it became known or ought to have become known.
- 32.06 Grievances involving suspensions or terminations will begin at Step 2 and must be filed within seven (7) 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. The grievance will require the signature of the affected employee(s) no later than the filing of Step 3 or will be deemed abandoned.

ARTICLE 33 – ARBITRATION

33.01 The party wishing to submit a grievance to arbitration shall provide notice of intent to arbitrate. The recipient of the notice may request the other party if it is agreeable or not to the matter being heard by a Board or single Arbitrator. If there is no agreement, the parties will use a single Arbitrator.

(a) Board of Arbitration

(i) Where the parties agree to the matter being heard by a Board, each party shall respond to the other within ten (10) calendar days by indicating the name and address of its nominee to the Board. The two (2) nominees so selected shall proceed to appoint a third person who shall be the Chairperson.

(ii) If either party fails to name a nominee within the time frame, the matter will be reverted to a single Arbitrator.

(iii) If the two (2) nominees fail to agree on a Chairperson, and upon request by either party in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the Board of Arbitration, pursuant to the provisions of the *Ontario Labour Relations Act*.

- (iv) The decision of the majority is the decision of the Board, but if there is no majority, the decision of the Chairperson governs. Such decision will be final and binding upon the parties hereto and the employees.
- (v) No person may be appointed to the Board who has been involved in an attempt to negotiate or settle the grievance except with the consent of both parties
- (vi) The Board shall not be authorized to alter, modify or amend any part of the terms of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the Collective Agreement, nor give any decision inconsistent with the terms and provisions of this Collective Agreement.
- (vii) The Board may, in cases involving discipline or discharge, substitute such penalty as the Board considers to be just and reasonable in all the circumstances.
- (viii) Each party shall pay one-half (½) of the fees and expenses of the Chairperson of the Board. Each of the parties hereto shall bear the expense of its own nominee.

(b) Single Arbitrator

- (i) Should the parties agree to appoint a single Arbitrator, the matter will proceed in the following manner.
- (ii) Within thirty (30) business days following ratification, the Union and the Employer will each exchange a list of seven (7) Arbitrators and any common names on those lists will be placed on a rotating arbitrator pool for the life of the Agreement. The parties will each select an equal number of additional Arbitrators from the other's list so that there are no less than four (4) and no more than seven (7) Arbitrators in the pool.
- (iii) Each grievance that is referred to arbitration will be assigned to the next Arbitrator in the pool in rotation unless the parties agree otherwise.
- (iv) The parties will equally share the fees and expenses of the Arbitrator.
- (v) A single Arbitrator has the same authority as a Board of Arbitration, as set out in this Article.

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

- (a) The Employer and Union may agree in writing to the appointment of a person or persons to be known as a Grievance Commissioner where the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner.

- (b) In discussions with the parties, the Grievance Commissioner will establish a meeting and a process for consulting on the case and providing an assessment to the parties. The purpose of the meeting is to clarify the issues or facts in dispute. The parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (c) The parties shall supply the Grievance Commissioner and each other with concise and brief written representations on which they intend to rely which will be exchanged not less than ten (10) calendar days before the commencement of the hearings of the Grievance Commissioner.
- (d) Where the parties agree in writing, a Grievance Commissioner may be provided with the powers and limitations of an arbitrator as set out herein. In such a case, the decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
 - (i) be consistent with the provisions of this Agreement;
 - (ii) be confined to the grievance referred to him 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 Grievance Commissioner.
- 33.04 In this Article, it is understood and agreed that any employee (except the grievor) who is summoned or subpoenaed and whose attendance is required at arbitration hearings, and who provides five (5) calendar days of notice, shall receive permission to be absent from work without loss of pay. An employee who is summoned or subpoenaed to attend, and who does so with pay from the Employer, shall remit to the Employer any appearance fees or conduct monies so received.
- 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 absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where there are extenuating circumstances making such a call impossible.
- 35.02 Medical evidence may be required by the Employer outlining the prognosis and limitations, the expected date of return, the ability of the employee to perform any of his duties and/or to perform alternate duties. Such evidence will be required should an absence exceed three (3) days in duration and may otherwise be required where there is reasonable and understandable cause for concern.

ARTICLE 36 – EMPLOYEE ASSISTANCE PLAN

- 36.01 At negotiations, the Union raised issues of social problems that may arise in employees personal lives and the impact these may have on employees in the workplace.
- The parties discussed the issue of violence and abusive situations that sometimes exist in employee's personal lives. The parties agreed that such aggressive and abusive behaviour is unacceptable. The parties further agreed that an employee in a verified abusive or violent personal situation will be given full consideration prior to discipline for attendance or performance.
- The parties also discussed substance abuse and agreed that they have a shared interest in encouraging early treatment and assisting employees toward rehabilitation.
- 36.02 The Employer will continue to provide an Employee Assistance Program for employees and both parties will encourage employees to seek out support where they deem it appropriate.

ARTICLE 37 – SICKNESS AND ACCIDENT LEAVE

Short Term Disability (STD)

- 37.01 Effective upon ratification, December 11, 2017, and following the successful completion of the probationary period, all full-time permanent employees covered by this agreement will be granted a total of six (6) paid sick leave days for use for each calendar year. The total of six (6) sick days is refreshed on January 1st of each year, and therefore does not accumulate from year to year.

37.02 Subject to any limitations below, and the terms and conditions outlined in the insurance/benefit carrier policies, the Employer agrees to provide the following benefits for eligible full-time employees:

The Employer will pay 100% of the premiums to purchase benefit plans containing the benefits outlined below.

Short-Term Disability (STD)

(i) Benefit is a bi-weekly taxable benefit equal to sixty-six and two thirds percent (66 2/3 %) of gross weekly earnings to a maximum of two thousand (\$2,000) bi-weekly and for a maximum of twenty-six (26) weeks.

(ii) The benefit may commence the first day of an accident, first day of hospitalization, first day of a women's shelter, first day of treatment in a medically supervised facility, or the fifth day of illness.

37.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

Long Term Disability Plan (LTD)

37.04 The Employer will maintain and provide an LTD for qualified full-time employees who have been "totally disabled" for a period of longer than six (6) months. Participation for full-time employees is mandatory. A full-time employee is eligible for coverage on the first day of the month coinciding with or following probation if he or she is a new employee or, alternatively, following two (2) months of continuous service in a full-time position.

37.05 An employee is considered to be "totally disabled" if they are wholly and continuously unable to perform normal work due to an illness or injury during the first thirty (30) months following the date of disability.

37.06 LTD premiums are eighty-five percent (85%) paid by the Employer and fifteen percent (15%) by the employee.

37.07 LTD is an insured plan and it is understood that as with all insured plans the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this Agreement.

37.08 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. Failure to furnish such evidence may result in loss of benefits for the time period.

ARTICLE 38 – WORKPLACE SAFETY AND INSURANCE

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

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

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

ARTICLE 40 – EQUIPMENT AND TOOLS

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

ARTICLE 41 – PERSONAL PROTECTIVE EQUIPMENT

- 41.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed by the provisions of the *Occupational Health and Safety Act*.
- 41.02 The Employer will also provide employees with access to winter boots, hats and jackets, complete rain apparel, and safety clothing as it deems necessary for the safe performance of their assigned duties, at no cost to employees.
- 41.03 Where an employee is required as a condition of employment to wear safety shoes, the Employer will provide each seniority employee with up to **one hundred and fifty dollars (\$150)** each year, towards 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. Employees who purchase safety footwear from the Employer's contracted vendor will have the option of having the balance of any purchase that exceeds the yearly allowance deducted from their pay deposit.

41.04 Where a Physician indicates in writing that an employee requires an external appliance (e.g. 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 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/Forklift
- New and Remodelled Equipment Training
- General use of Personal Protective Equipment

(b) JHSC Training

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

- Certification Level 1
- Certification Level 2 (*as required*)
- Workplace Inspection
- Accident Investigations
- Hazard Identifications
- Work Refusal Training

The Employer will pay for course material and time spent at training at the employees' regular rates. The Union and the Employer will consider the use of the Workers' Centre for the Certification training. It is agreed between the parties that they will jointly advocate a workplace that conforms and promotes the health and safety of the employees through training, education and awareness.

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 Gateway Casinos Sudbury. 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 Slots. If the change permanently eliminates a classification, the Union and the Employer will review what training would be required to work in another, where there exists a need for employees. A training plan will be created if those displaced employees have the skill, ability and desire. Training under this provision is voluntary and the employee may be required to undertake some or all of it on his or her own time. The Employer may pay for the training or negotiate some arrangement with the Union and the employee. If more than twenty (20) days of training are required to 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 created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

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

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

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.

The Employer agrees that by May 30, 2018 to that employees who achieve 100% of the pay grid, and are transferred to another classification, will remain at 100% on the pay grid.

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) Pay shortages of five (5) hours or more will be adjusted within seven (7) days of the shortage being identified to the supervisor.
- (c) Pay overages will be considered monies owed and may be recovered under a suitable repayment plan negotiated by the employee and the Employer and, failing agreement, the Employer may deduct up to twelve percent (12%) of the gross salary from the employee’s wages on each pay cheque until the full amount owing is repaid.

48.04 Employees will be notified by the Payroll Department 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 (e.g. layoff, discharge, pregnancy 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.

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 attend training at a location other than Gateway Casinos Sudbury 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 Gateway Casinos 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 Gateway Casinos Sudbury.

ARTICLE 52 – HEALTH, DENTAL AND LIFE

- 52.01 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the health, dental and life insurance benefits conferred by this Collective Agreement are not in total substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.
- 52.02 It is understood that the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this Agreement.
- 52.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery.
- 52.04 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums are one hundred percent (100%) paid by the Employer.
- 52.05 Part-time Employees
- Part-time benefits are available at a 75%/25% cost sharing for those part-time employees that have worked 520 hours in the previous six-months in accordance with the Employer's normal benefit eligibility review process.
- Where a part-time employee works 1040 hours, per year, for a two (2) year period and maintains their benefits coverage at the 75%/25% cost sharing during this time, he or she will thereafter be eligible for one hundred percent (100%) Employer paid premiums as long as they remain enrolled and eligible in accordance with the Employer's eligibility provisions.

Benefit premiums for eligible part-time employees will be deducted in two (2) equal installments on the first and second pay of each month.

52.06 Subject to any limitations below, the Prescription Drug & Health, Dental and Life insured plans will provide the following benefits for eligible full-time and part-time employees and for their spouse and/or eligible dependents:

Dental

- (a) Basic routine service, covered at one hundred percent (100%) to a two thousand dollar (\$2,000) per calendar year maximum.
- (b) Major restorative services covered at fifty percent (50%), to a two thousand dollar (\$2,000) per calendar year maximum.
- (c) Dentures covered at fifty percent (50%) to a three thousand dollar (\$3,000) lifetime maximum.
- (d) Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of two thousand dollars (\$2,000) for dependent children aged six (6) until they reach their twenty-sixth (26th) birthday.
- (e) Recall visits every nine (9) months.
- (f) ODA Fee Guide applied will be as with all other employees and as amended from time to time.

Prescription Drug & Health

- (g) Reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. Employees will pay a with a \$7.00 dispensing fee cap. Prescriptions do not include over the counter drugs. Prescription medication will be limited to generic brands unless the brand name is less expensive or unless a substitution is deemed medically necessary.
- (h) Employee to be provided with a drug card.
- (i) Vision care is three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses.
- (j) An eye examination up to a maximum of **one hundred dollars (\$100)** per twenty-four (24) month period for each covered person.
- (k) Private/semi-private hospital coverage up to a maximum of one hundred and fifty dollars (\$150) per day.
- (l) Paramedical services (e.g.: chiropractor, chiropodist, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist, speech therapist and acupuncturists) reimbursed up to a maximum of **eighty dollars (\$80)** per visit per practitioner to an annual maximum of five hundred dollars (\$500) per practitioner for each covered person once OHIP maximum is satisfied.

- (m) The purchase, repair or replacement (excluding replacement batteries) for hearing aids covered up to four hundred dollars (\$400) every thirty-six (36) months.
- (n) Orthopedic shoes specifically designed and constructed for you or your covered dependent and are prescribed by a chiropractor, podiatrist, chiropodist or physician, limited to one pair per person in any one calendar year, provided that the benefits for these expenses shall not exceed five hundred dollars (\$500).
- (o) Orthotics are covered at five hundred dollars (\$500) per calendar year, which are specifically designed and constructed for you or your covered dependent and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (p) Twenty-five percent (25%) of the cost of Apnea monitors prescribed for infants (Age 0-2 years old) who are considered to be at risk from Sudden Infant Death Syndrome, provided, if the monitors are approved under the Assistive Devices Program in Ontario.
- (q) Out-of-country/province medical coverage is ninety percent (90%) cost of emergency medical services up to the maximum allowed under the schedule of fees published by the OMA.
- (r) Coverage at ninety percent (90%) for smoking cessation products, with a one thousand dollar (\$1,000) lifetime maximum.

Life Insurance

Full-Time

- (a) Basic Life Insurance of one times (1X) the employee's annual base salary. Premiums are one hundred percent (100%) paid by the Employer.
- (b) Supplementary Life Insurance of one, two or three times (1, 2 or 3 X) annual base salary. Premiums are one hundred percent (100%) paid by the employee.
- (c) Dependant Life Insurance of five thousand dollars (\$5,000), ten thousand dollars (\$10,000) or fifteen thousand dollars (\$15,000) for employee's spouse and each dependant. Premiums are one hundred percent (100%) paid by the employee.

Part-Time

- (a) Basic Life Insurance of thirty thousand dollars (\$30,000). Premiums payments are subject to provisions set in 52.05.

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 ticketing system slips 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 Employers policy.

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 employee run TIP Committees.

ARTICLE 54 – GAMING REGULATION AND LICENSES

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.

The Employer shall pay the Gaming License fee for all employees who require such. If the employee's employment ends prior to ninety (90) calendar days then the fees paid will be owed to the Employer and will be withheld from any wages owing. The Employer will pay any required Gaming Licence fee for an active employee when he or she performs their regular licence renewal.

54.02 Employees required to attend a gaming license renewal interview outside of regular work hours will receive a maximum of four (4) hours of pay at their regular hourly rate. These hours will not be included in overtime calculation. Gateway Casinos 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. If the Employee is required to attend a secondary interview, all costs associated will be responsibility of the employee.

ARTICLE 55 – BULLETIN BOARDS

55.01 The Employer will provide the use of and key to the entire enclosed bulletin board located in the Administrative hallway for the Union to post the following notices:

(a) Notices of Union elections and election results

- (b) Notices of Union meetings
- (c) Notices of Union recreational and social events
- (d) Names of Committee Persons, Stewards and Executive
- (e) Unifor Newsletters

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

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

No other postings will be put up in the workplace.

- 55.02 The Union can attach a secure-able box, below the bulletin board of a sufficient size to enable employees to insert written issues which they require the Union to consider or explore. Union representatives shall have the right to attend on the premises for the purposes of retrieving the employee written communications, providing prior permission is obtained from the Employer.

ARTICLE 56 – PARKING

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

ARTICLE 57 – STAFF LUNCHROOM

- 57.01 The Employer shall provide for all employees a staff lunchroom which shall be clean and sanitary. It shall include food and beverage vending machines, refrigerator, microwave, sink, tables, chairs and coffee, tea, cream, sugar and a water cooler will be available without charge. The Employer will limit its use of the room(s) for any other purposes.

ARTICLE 58 – ACCESS AND REVIEW OF PERSONNEL FILES

- 58.01 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 Management representative and there will be no right to remove items from the file.

ARTICLE 59 – LOCKERS

59.01 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 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 per full-time employee and \$750 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 – DURATION

61.01 The parties agree that the stated term of this collective agreement shall be from **February 1, 2023 until January 31, 2027.**

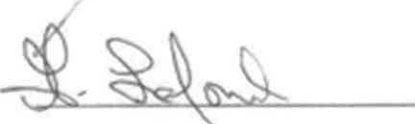
61.02 The effective date of all provisions or terms of this Collective Agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification unless otherwise agreed.

61.03 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.

Dated at Sudbury, Ontario, this 27 day of February, 2023.

For the Union,

For the Employer,



SCHEDULE 'A'

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

Effective February 1, 2023

| CLASSIFICATION | START RATE 80% | POST PROBATION RATE (after 520 hours)/90% | JOB RATE (after 1 year)/100% |
|-----------------------|-----------------------|--|---|
| Count Team | \$17.87 | \$20.10 | \$22.34 |
| Cage & Coin Cashier | \$17.87 | \$20.10 | \$22.34 |
| Housekeeper | \$16.47 | \$18.53 | \$20.59 |
| Guest Services Rep | \$17.99 | \$20.24 | \$22.49 |
| Slot Technician | \$20.23 | \$22.76 | \$25.29 |

Effective February 1, 2024

| CLASSIFICATION | START RATE 80% | POST PROBATION RATE (after 520 hours)/90% | JOB RATE (after 1 year)/100% |
|-----------------------|-----------------------|--|---|
| Count Team | \$18.40 | \$20.70 | \$23.01 |
| Cage & Coin Cashier | \$18.40 | \$20.70 | \$23.01 |
| Housekeeper | \$16.96 | \$19.08 | \$21.20 |
| Guest Services Rep | \$18.53 | \$20.85 | \$23.17 |
| Slot Technician | \$20.83 | \$23.44 | \$26.04 |

Effective February 1, 2025

| CLASSIFICATION | START RATE 80% | POST PROBATION RATE (after 520 hours)/90% | JOB RATE (after 1 year)/100% |
|-----------------------|-----------------------|--|---|
| Count Team | \$18.96 | \$21.33 | \$23.70 |
| Cage & Coin Cashier | \$18.96 | \$21.33 | \$23.70 |
| Housekeeper | \$17.47 | \$19.66 | \$21.84 |
| Guest Services Rep | \$19.09 | \$21.47 | \$23.86 |
| Slot Technician | \$21.46 | \$24.24 | \$26.82 |

Effective February 1, 2026

| CLASSIFICATION | START RATE 80% | POST PROBATION RATE (after 520 hours)/90% | JOB RATE (after 1 year)/100% |
|-----------------------|-----------------------|--|---|
| Count Team | \$19.53 | \$21.97 | \$24.41 |
| Cage & Coin Cashier | \$19.53 | \$21.97 | \$24.41 |
| Housekeeper | \$18.00 | \$20.25 | \$22.50 |
| Guest Services Rep | \$19.66 | \$22.12 | \$24.58 |
| Slot Technician | \$22.10 | \$24.87 | \$27.63 |

LETTER OF UNDERSTANDING #1 – EARLY OUTS

When, after sending home any applicable overtime employees, it becomes necessary to reduce the workforce for a period of less than a full shift, the Employer will first seek volunteers. Full-time employees will have priority if they are prepared to use vacation or lieu time to top up. Part-time employees who are prepared to use lieu time to top up will be given second priority. Part-time employees may then elect to leave without pay. Should there still be voluntary opportunities, a full-time employee may elect to leave without pay although only for up to a maximum of eight (8) hours per pay period. For the purpose of this Letter of Understanding, this involves employees in the same classification, work area and start time and shifts commencing within thirty (30) minutes of each other shall be considered as having the same start time.

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

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

LETTER OF UNDERSTANDING #2 – EMPLOYEE UNIFORMS

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 or vests, however approved dry cleaning and alterations will be paid for by the Employer.

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.

LETTER OF UNDERSTANDING #3 – FT/PT RATIO

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

Gateway Casinos Sudbury Management Representatives and Union Committee Persons will meet quarterly to discuss the full-time and part-time complement, the schedules, ratios and hours of work within the various departments and all information reviewed at the meeting will be provided to the Union. The Employer will discuss its staffing philosophy for the bargaining unit classifications with the Union and will be open to suggestions from the Union concerning the staffing complement. Should the Union not be satisfied with Gateway Casinos Sudbury's position, it may request a joint meeting to occur between the Unifor National Representative, the Director of Labour Relations, the Vice President of Operations and the Regional Director. This meeting will convene no more than once every six (6) months. While the Employer is open to discussing staffing with the Union, and is committed to identifying and filling full-time positions when feasible, the Employer retains the right to make the final determination on staffing complements in accordance with the provisions of the Agreement.

LETTER OF UNDERSTANDING #4 – PART-TIME LIEU

In negotiations the Union repeatedly raised the issue of paid time for part time employee absences, including absences due to sicknesses.

It was agreed that until such time as the Gateway Casinos may introduce any paid sick time for part time employees, part time employees will be able to carry up to three (3) days of earned lieu time.

This paid lieu time will be managed in the same manner as full-time lieu banks are managed.

LETTER OF UNDERSTANDING #5 – WOMEN'S ADVOCATE

During negotiations the Union and the Employer discussed the merits of a joint Women's Advocate program. To that extent, the Employer will notify the Union of the name of the Employer Women's Advocate representative, and will recognize a Union appointed Unifor Women's Advocate from amongst the bargaining unit employees at Gateway Casinos Sudbury. These representatives will work cooperatively and in support of one another in addressing matters related to the Women's Advocate program. Following ratification of the collective agreement, both parties agree to meet to discuss a joint training program for the appointed Women's Advocate representatives.

The Union Women's Advocate representative will have sixty (60) hours paid during the life of this agreement, to support this initiative. The Union Women's Advocate as referenced will have access to all Unifor represented sites in accordance with AGCO regulations. The Union Women's Advocate representative may request confidential meeting space through the Human Resources Manager, or designate.

It is agreed that in the event that the Union Women's Advocate becomes aware of a situation that pertains to Workplace Harassment and/or Workplace Violence, they will immediately notify a Human Resources representative.

LETTER OF UNDERSTANDING #6 - SCHEDULES

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

The Employer agrees that a schedule that is supported by the employees who work it is the best business practice. It is understood that some part-time employees at Gateway Casinos Sudbury prefer rotational shifts/days off as opposed to static shifts and that the parties will explore options as it relates to this. 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. The core schedule will be reviewed annually in October or on an as needed basis.

Not more than once per month, and with a minimum of seven (7) days notice, the Unit Chairperson may request a meeting in writing with a Department Manager to discuss Departmental scheduling.

LETTER OF UNDERSTANDING #7 – 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 #8 – PATRON BEHAVIOUR & 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 Employer 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, the Employer will remove the Patron from the game and/or the site.

LETTER OF UNDERSTANDING #9 – UNION PEL/SOCIAL JUSTICE FUND

The Employer will contribute \$4,000 per year during the life of the Collective Agreement towards either the Union's Paid Education Leave fund or the Social Justice Fund, as directed by the Union in writing.

LETTER OF UNDERSTANDING #10 – LAYOFF AND RECALL

The parties agree in cases of layoff that seniority should be used where possible to provide employees with a measure of job security. Therefore, the parties will meet to discuss the bumping rights of employees under this Article and, in particular, the issue of what is an equal or lower classification. Where

an employee is able to perform a position, the existence of equal or higher wage rates should not be a barrier to a senior employee where the job of the junior employee is one which members of the senior employee's classification would regularly have the skill and ability to perform.

LETTER OF UNDERSTANDING #11 – SICKNESS AND ACCIDENT/ATTENDANCE MANAGEMENT PROGRAM/RETURN TO WORK/MEDICAL EVIDENCE

It is agreed that the parties will meet within three (3) months of the ratification of the Collective Agreement to discuss the above noted programs.

The purpose of the meeting is to jointly discuss the issues and concerns that have been raised and to investigate potential resolutions and explore a process to ensure that both the Employer and the Union introduce protocols to advance the interests of all concerned.

Attendance Management

Recognizing that employees are required to cooperate with any reasonable Attendance Management Program it must ensure that any attendance matrix is designed to be corrective in nature

Modified Work

The Employer and the Union and any affected employee have obligations to participate in developing a modified work plan based upon bonafide medical limitations to ensure the earliest possible return to work following a workplace illness/injury or other accidents/medical problems giving rise to a need for accommodation. The Employer and Union will develop a protocol to ensure that employees have a safe return to work which may include a mutual agreement between all parties to place individuals on work assignments without activating Article 17 of the Collective Agreement.

Medical Evidence

Medical evidence is required to justify absences and to determine fitness for work. The Employer will pay for obtaining medical evidence where the employee is sent for an independent medical examination to an Employer appointed physician.

Costs for medical forms will be normally paid for by the Employer unless there is a substantial reason not to do so.

LETTER OF UNDERSTANDING #12 – SHIFT GIVEAWAYS

Part-time employees may give away shifts to another part-time employee in accordance with the following:

- i. Employees find their own replacements

- ii. The request is approved 48 hours in advance and allows for time off work with 11 hours free from performing work in a day
- iii. The shift giveaway does not incur overtime
- iv. Both employees will follow the practice established at Gateway Casinos Sudbury for shift giveaways.
- v. The shift is for an identical job in the same job classification and at the same skill level

The department will decide whether or not the shift needs to be filled. In the event it does not, the employee who accepted the shift will be notified.

Shift giveaways are not intended to be used in a way which undermines the overall commitment of the employee to the underlying employment relationship.

LETTER OF UNDERSTANDING #13 – NO HARASSMENT/NO DISCRIMINATION

During negotiations, both parties agreed that discrimination and harassment in the workplace were issues requiring a joint, cooperative approach. Additionally, both parties identified the desire and commitment to achieve a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is achieved in an environment where all individuals interact with mutual respect for each other's rights. Discrimination and harassment is prohibited under the *Ontario Human Rights Code* and employees are expected to treat all persons with courtesy and consideration.

Where the Employer receives a complaint amongst bargaining unit members it will inform the Union and vice-versa. The parties agree to complete confidentiality regarding harassment and discrimination complaints.

Accordingly, a training program for all Unifor represented employees will be implemented. This training will be provided to every member of the bargaining unit during the life of the Collective Agreement. It shall include elements such as the *Ontario Human Rights Code*, Employer and Union policies regarding harassment, the complaint procedure and violence against women.

Union and Employer officials will meet within ninety (90) days following ratification to compare each others training documents to ensure that they do not conflict and to investigate, where possible, by mutual agreement a joint delivery. Refresher training is conducted as needed to avoid duplication.

LETTER OF UNDERSTANDING #14 – 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.

LETTER OF UNDERSTANDING #15 – COAT CHECK

The parties agree to meet in October each year to discuss and agree upon the coat check schedule for the season. The shifts will be based on operational needs. The shifts will be no less than five (5) hours, and no more than ten (10) hours in duration. Coat Check will be the duty assigned to a Player Service Representative for the duration of their shift, and other duties may be added. The operational period can be extended or ended due to weather.

LETTER OF UNDERSTANDING #16 – PENSION PLAN

The Employer will contribute to the Defined Contribution (DC) registered pension plan (RPP) the first two percent (2%) of any seniority employee’s wages. The Employer will also match any seniority employee’s contributions to the Plan to a maximum of a further **three percent (3%)**. In total, the Employer may contribute up to **five (5%)** of a seniority employee’s wages, provided the employee contributes at least **three percent (3%)** of his/her salary, in according with the following formula:

Percentage of wages:

| Employee Contribution | Company Contribution | Total Contribution |
|-----------------------|----------------------|--------------------|
| 0% | 2% | 2% |
| 1% | 3% | 4% |
| 2% | 4% | 6% |
| 3% | 5% | 8% |

LETTER OF UNDERSTANDING #17 – Vacation Entitlement for New Employees

Effective June 1, 2021, all new employees hired will follow the below vacation entitlement and process.

a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

| <u>Completed Years of Service</u> | <u>Annual Vacation Time</u> | <u>Annual Vacation Pay</u> |
|-----------------------------------|-----------------------------|----------------------------|
| 1 year but less than 3 years | 2 weeks | 4% |
| 3 years but less than 8 years | 3 weeks | 6% |
| 8 years but less than 15 years | 4 weeks | 8% |
| Over 15 years | 5 weeks | 10% |

b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same company.

c) Annual vacation pay shall be calculated using the applicable percentage from a) above, as a percentage of the employee's gross earnings for the preceding year.

d) "Gross earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rate for straight time, overtime, vacation pay and statutory holiday pay.

e) Unused Vacation pay shall be paid out annually, no later than thirty (30) days following December 31.

f) The vacation year shall be from January to December each year.

g) The Operations Manager will designate when vacation can be taken and how many employees may be off at one time. A copy will be provided to the Union Chairperson.