

Collective Agreement

between

Gateway Casinos & Entertainment Limited operating at

GATEWAY CASINOS SARNIA

(Hereinafter referred to as the Employer)



- and -

TEAMSTERS LOCAL UNION 879

Affiliated with the

International Brotherhood of Teamsters

(Hereinafter referred to as the Union)



April 1, 2026 – March 31, 2031

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein, within the context of providing the highest level of service and value to customers and recognizing the paramount importance of integrity and security in an industry where all involved must be regulated, licensed or registered by the Alcohol and Gaming Commission of Ontario.
- 1.02 For the sake of simplicity, where the masculine term is used throughout this Agreement, it is understood to include both male and female genders.
- 1.03 It is agreed that neither party to this Agreement will enter into any agreement or contract with Security Officers which conflicts with the terms and provisions of this Agreement.
- 1.04 This Agreement is the full agreement between the parties and there are no representations, practices or warranties made prior to the ratification of this Collective Agreement which add to, interpret or create any rights or obligations which are not expressly stated or contained herein.
- 1.05 Security Officers are responsible for monitoring other employees and protect the property of the Employer and have an obligation to report infractions.
- 1.06 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 activity or lack of activity in the Union. The Employer, employees and the Union agree they all have rights and obligations under the Ontario Human Rights Code.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all Security Officers of Gateway Casinos & Entertainment Limited carrying on business at Gateway Casino Sarnia, save and except Supervisors, persons above the rank of Supervisor, students employed during the school vacation period, surveillance officers, office and clerical staff.
- 2.02 For clarity, employees of the Human Resources, Scheduling, Audit or Payroll Departments and those employed in the execution of duties confidential with respect to labour relations to the Employer shall be excluded. Furthermore, any employees already represented by a trade union and covered by a collective agreement are also excluded.

ARTICLE 3 – STRIKES AND LOCKOUTS

- 3.01 The Union agrees that during the life of this Agreement neither the Union nor any Security Officer shall threaten to or take part in, condone or call or encourage any strike, picketing, slowdown or any suspension of, restriction, picket or stoppage or interference with work or production, either complete or partial, which shall in any way affect the operations of the Employer. Should such an event occur the Union, its Stewards and representatives will publicly call for an immediate end to prevent any damage to the Employer's business. The Employer shall not call or authorize or threaten to call or authorize a lockout during the term of this Agreement.

- 3.02 For the purpose of this Article, "strikes" and "lockouts" are as defined in the Ontario Labour Relations Act. The Employer agrees that it will not engage in any lock-out of Security Officers.

ARTICLE 4 – COPY OF AGREEMENT

- 4.01 Following ratification, the parties will print a copy of the signed Collective Agreement for each employee in the unit and an additional fifteen (15) copies for each of the parties, the cost of which will be equally shared by the Employer and the Union. Both the Employer and the Union shall approve the document prior to sending it to print. The printed copies of the agreement shall include the signatures of the parties. Where there is a discrepancy between the printed copy of the Collective Agreement and the original signed copy, the original signed copy will prevail.

ARTICLE 5 – UNION SECURITY

- 5.01 All Security Officers must, as a condition of their continued employment, authorize the Employer to deduct Union dues from their pay, in an amount and under the formula as prescribed and directed by the Local Union. The Employer will remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15th) day of the succeeding month, listing the names and social insurance numbers of Security Officers from whose pay such deductions have been made. The Union will, following the Employer's initial remittance, send a pre-billing Union dues remittance form.
- 5.02 The Employer will add the name, address and social insurance number of any new Security Officer and will give an explanation alongside the name of each Security Officer who appeared on the previous months pre-billing for whom a remittance is not made for any reason.
- 5.03 All Security Officers hired will, as a condition of continued employment, authorize the Employer to deduct the amount equal to the Local Union's Initiation Fee in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period.
- 5.04 This deduction shall continue until the Initiation Fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the Local Union along with the names and social insurance numbers of Security Officers from whom the money was deducted at the same time as the Union dues are remitted.
- 5.05 The Union will notify the Employer in writing of any arrears in dues, initiation or re-initiation, caused for any reason, and the Employer will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Employer shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.
- 5.06 The Union will supply the Employer with Initiation Deduction Authorization forms and Dues Deduction Authorization forms, which will be signed by all new Security Officers on the date of hire.

- 5.07 The Employer shall show the yearly Union monthly dues deductions on Security Officers' T4 slips. The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer following which the new deductions will commence within thirty (30) days.
- 5.08 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided.
- 5.09 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.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes and acknowledges that the management of the operation by the Employer and direction of the working forces are fixed with the Employer and that all rights heretofore exercised by the Employer or inherent in the Employer not expressly contracted away by a specific provision of this Agreement are retained by the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, transfer, assign duties, direct, promote, demote, classify, layoff, recall and to suspend, discharge or otherwise discipline employees for just cause (including a continued inability to perform) in accordance with this agreement subject to the right of employees who have completed probation to grieve;
 - c) discipline or discharge probationary employees, provided such action is not motivated solely by bad faith and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure set out in this Agreement, except where such bad faith can be proven;
 - d) determine the nature and kind of business conducted by the Employer, number of personnel to be employed, the manner and level of supervision, the methods and techniques of work, the schedules of work, to make studies of and to institute changes in jobs and job assignments and job classifications, the extension, limitation, curtailment or cessation of operations;
 - e) make, enforce, and alter from time to time reasonable policies, rules and regulations to be observed by the employees, which policies, rules and regulations shall not be inconsistent with the provisions of this Collective Agreement;
 - f) have jurisdiction over all operations, buildings, facilities and equipment and all decisions related to same;

g) generally manage and operate the activities of the Employer.

6.02 The above clause shall not deprive a Security Officer of the right to exercise the grievance procedure as outlined in this Agreement.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint and/or have elected two (2) Union Stewards from among the non-probationary employees in the bargaining unit. The Employer agrees to recognize one (1) of these Stewards on each shift. The bargaining unit will identify the Steward to be recognized at the pre-shift meeting. If no Steward is identified at the pre-shift meeting, the first Steward to approach a Supervisor with a Union concern will be the only Steward recognized for the balance of the shift. The same would hold true if the Management requires a Steward and no Steward has been recognized, the first Steward that Management approaches will be the only Steward recognized for the shift.

7.02 The Union will inform the Employer, in writing, of the names of the Stewards and of any changes in Stewards following an election or appointment. The Employer will only recognize such Stewards upon receipt of notification from the Union.

7.03 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. Stewards may not leave their post and/or regular duties without notifying and receiving permission from their immediate Supervisor. Given the requirements of security, it is understood that consent to leave post and/or regular duties will be prearranged and will only be sought where necessary to attend at grievance Step meetings, disciplinary meetings or other meetings set by and with the Employer relating to the bargaining unit. In these defined circumstances, permission will not be unreasonably denied. Upon return to regular duties, the Steward is required to report back to the immediate Supervisor. It is understood that grievance meetings will be held during the Steward's regularly scheduled shift.

7.04 When an employee wishes Union representation, he will call and/or conduct such discussions while on break or while away from the workplace.

7.05 For the purposes of layoff, the Chief Steward will be granted seniority as if he or she had the second highest seniority in the Department.

7.06 Where practical, the Employer will notify the Union Business Agent by telephone and/or email prior to imposing a disciplinary suspension or discharge of one of the three (3) Stewards or the Alternate Stewards.

7.07 For the purpose of processing a specific disciplinary grievance, an AGCO licensed Business Representative of the Union or the Steward may request (following Step 2) and will be provided with a copy of the grievor's disciplinary file.

7.08 The Employer will provide the Union Stewards with a location and space where it will place a three-drawer locking office file cabinet for Union material and files.

7.09 Negotiating Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee, comprised of the three (3) Stewards. The Negotiating Committee shall suffer no loss of pay, seniority, service or credits for time spent in negotiations up to and including Conciliation. Teamsters will pay employees directly for these costs.
- (b) Upon the provision of at least two (2) weeks of notice and as far in advance as reasonably possible, the Negotiating Committee will be granted up to a total of five (5) days each without loss of pay, seniority, service or credits for caucus and preparation time. Teamsters will pay employees directly for time spent in caucus and preparation.

7.10 New employees will be provided with a list of the Stewards in the unit and the Union Chief Steward's name. They will also be provided with a copy of the Collective Agreement.

7.11 Teamsters 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. Teamster representatives will not visit with employees in the bargaining unit during working hours without previous arrangements being made with the Human Resources Manager nor will they attend in non-public areas of the Employer's facility without accompaniment being arranged with the Human Resources Manager. It is agreed that accompaniment by a Security Officer from the bargaining unit does not provide the required degree of separation for internal control. The Union Representatives agree to contact management of the Employer before entering the Employer's premises.

ARTICLE 8 – JOINT UNION MANAGEMENT MEETINGS

8.01 Joint Union Management meetings will be arranged between the Union Committee and the Employer on a regular basis. An agenda of items to be discussed at a Joint 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. The Chief Steward and two other Stewards will be allowed to attend the meetings. If the stewards are on duty, the employer will pay their wages to attend the JUMM. Any stewards not on duty that attend the JUMM, will be paid their regular hour rate for time spent, by the union directly.

ARTICLE 9 – SENIORITY

9.01 (a) "Seniority", as referred to in this agreement, shall mean length of continuous service in the bargaining unit. The initial seniority date for employees who were in the bargaining unit as of the date of certification (January 22, 2007) will be based on their service date since last hire at the site.

- (b) "Service", as referred to in this agreement, shall mean length of employment with the Employer from the date of last permanent full-time or part-time hire within the bargaining unit.
 - (c) Full-time and part-time employees shall accrue seniority on the basis of duration of employment in the bargaining unit regardless of full or part-time status since last date of hire into the status/position.
 - (d) Seniority under this Collective Agreement has no application elsewhere with the Employer.
 - (e) Where an employee moves from part-time status to full-time status he/she shall be placed at the bottom of the full-time seniority list, but shall retain accrued service attained at the date of the move. Where an employee moves from full-time status to part-time status he/she will retain their full-time seniority date on the part-time list.
- 9.02
- (a) The Employer will maintain two (2) seniority lists, one for non-probationary part-time employees and one for non-probationary full-time employees. The lists shall be in seniority sequence and will indicate name, service date and seniority accrued. The lists shall be updated and posted every three (3) months and a copy of the lists shall be supplied to the Union at the time of posting.
 - (b) If two or more employees have the same seniority date, Gateway service date will be used as a tie-breaker, otherwise, a lottery will be conducted in the presence of a Steward.
 - (c) 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.

9.03 Probation

For regular full-time employees, the probationary period is ninety (90) days, beginning with the first day of employment. For part-time employees, the probationary period is complete after five hundred and twenty (520) actual hours worked as a Security Officer, and will then be awarded seniority back to the date of hire into the unit.

9.04 Seniority dates will be maintained and seniority will continue to accrue during any pregnancy or parental leave, WSIB or disability leave and other approved leaves of absence under this Agreement.

9.05 Discipline or discharge of a probationary employee is not subject to the grievance or arbitration procedure, except where the action is motivated solely by bad faith on the part of the Employer. This constitutes a lesser standard for the purposes of the *Ontario Labour Relations Act*, and the parties agree that no arbitrator will have the remedial authority to reinstate a probationary employee save and except where there is jurisdiction for reinstatement under the *Employment Standards Act*, *Occupational Health and Safety Act* or the *Ontario Human Rights Code*.

9.06 Loss of Seniority and Termination of Employment

Seniority will be lost and employment terminated where an employee:

- (a) voluntarily resigns; or
- (b) retires; or
- (c) is dismissed and is not reinstated; or
- (d) fails to report to work at the expiration of a leave of absence except where a reason satisfactory to the Employer is provided in advance of the expiration of the leave, or works elsewhere without authorization while on a leave of absence; or
- (e) is recalled and refuses the recall, foregoes recall rights or is recalled and does not return to work or make arrangements to return within seven (7) days of the notice of recall; or
- (f) is absent from work for more than three (3) consecutive working days without notification, except where a reason satisfactory to the Employer is provided for the absence; or
- (g) has his AGCO registration permanently revoked; or
- (h) 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.

ARTICLE 10 – LAYOFF AND RECALL

10.01 The Employer will provide all notice, pay in lieu of notice and/or severance required under the Employment Standards Act in the event of a layoff. Where possible, the Employer will give seventy-two (72) hours notice of layoff to the affected employees and to the Union and, if requested, will meet to discuss the layoff with the Business Representative or designate during the notice period.

10.02 Should it become necessary to reduce the workforce, the following will apply:

- (a) Probationary and temporary employees will have their employment ended.
- (b) The Employer will determine the number of positions to be reduced. Layoffs of full-time and part-time employees will begin with the most junior employee where the remaining employees have the requisite skill, knowledge, qualifications and ability to perform the job.

Bumping Procedure

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

- (a) The most junior full-time employee will use his or her Seniority date to bump the most junior part-time employee in his or her classification, if he/she has the skill and ability to perform the job and seniority permitting, or may accept layoff;
- (b) Any most junior part-time employee impacted by (a) above will be laid off;
- (c) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

10.03 Voluntary Layoff

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

10.04 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.

10.05 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall retain and accrue 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 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;
 - (ii) a part-time employee must accept a recall to a part-time position, as required;
 - (iii) a part-time employee may not be recalled to a full-time position.
- (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 is entitled. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) No new employees will be hired into the bargaining unit until those employees on the recall list have been offered the opportunity of such recall.
- (e) Notice of recall shall be sent by courier to the employee's last known address and shall be deemed delivered on the following business day. It shall be the employee's

responsibility to keep the Employer advised of his current address at all times. Employees must indicate within forty-eight (48) hours of the recall notice that he or she is willing and able to return to work or the employee shall be deemed to have refused recall and seniority rights.

- 10.06 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within ten (10) days.

ARTICLE 11 – NO HARASSMENT / NO DISCRIMINATION

- 11.01 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.
- 11.02 The Employer, employees and the Union agree they all have rights and obligations under the Ontario Human Rights Code to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, gender identity or gender expression.
- 11.03 The Employer's Workplace Violence and Harassment policy will be made available to all employees and the Employer agrees that where it conducts training around this policy, it will offer training to all employees..

ARTICLE 12 – HOURS OF WORK

- 12.01 (a) The normal hours of work for all full-time employees shall be an eight (8) hours or ten (10) hours worked (exclusive of unpaid breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. All full-time employees will be scheduled at least forty-eight (48) consecutive hours off work in every work week except in those emergency instances where there are no available non-overtime employees or where required for a rotational schedule changeover or subject to a negotiated work week agreement. Security Officers will rotate through all available posts.
- (b) Should the Employer and the Union agree to establish a shift schedule or negotiated work week arrangement for the Security Department requiring regular shifts longer than eight (8) hours or ten (10) hours worked (exclusive of unpaid breaks) per day, the agreement, if so stated, will become an appendix to this agreement and will be enforceable as part of this agreement.
- 12.02 The Employer will post the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least forty-eight (48) hours of notice of its intent to change a full-time employee's schedule, unless change is approved by the affected employee or in case of an emergency or circumstance outside the control of the Employer.

- 12.03 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").
- 12.04 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, she/he will be called by the Employer. Employees must be available to receive such calls by maintaining a voice mail system or by returning calls on call display and failure to maintain such a system relieves the Employer of its obligations.
- 12.05 The available core hours will be distributed as equitably as possible amongst the part-time employees having regard to shift preference.
- 12.06 Part-time employees will each submit, and may amend on one (1) month of notice, a Shift Preference sheet indicating his or her preferred core shift and these preferences will be used in the assignment of core shifts by seniority.
- 12.07 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.
- 12.08 Schedule Adjustments
- Where a part-time employee knows absolutely that he is not going to be available for work, he may request a schedule adjustment. Each part-time employee may request up to five (5) schedule adjustments per calendar year. All such requests must be submitted in accordance with the Employer's procedure for doing so at least two (2) weeks in advance. For new employees, adjustment days will be prorated for the first calendar year.
- 12.09 Unless otherwise provided in this Agreement or an agreement under 12.01(b), employees shall receive a thirty (30) minute unpaid lunch period, provided the employee is working a shift in excess of five (5) hours.
- 12.10 Employees will be required to remain on site and maintain radio contact during any unpaid meal period save and except where there is sufficient coverage. Where the Employer calls an employee, who is on lunch and requires that he or she leave to address a workplace issue then they will be allowed to continue the lunch after completion of the work assignment. In cases where the break cannot immediately be resumed to completion following the workplace issue, a full replacement unpaid lunch period will be provided. If no alternate meal period can be practically scheduled, he or she will be paid at his or her regular rate or, where applicable, at the overtime rate for the time worked. The Employer will provide a replacement meal if the employee's meal is lost as a result of a call back.
- 12.11 Switching Shifts

If an employee wishes to switch a shift with a co-worker with the same qualifications, the employees involved must submit the shift switch in accordance with the Employer's procedure for doing so a minimum of forty-eight (48) hours prior to the shift. The shifts must be within the same pay period. Approval of such requests will not be unreasonably denied where the change will not affect the operational stability of the Department.

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.

- 12.12 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.

ARTICLE 13 – PAID REST PERIOD

- 13.01 Subject to 13.03, 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.
- 13.02 Employees working shifts of six (6) hours or less will only be provided with one (1) fifteen (15) minute paid rest period.
- 13.03 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.
- 13.04 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. It is understood that employees have to leave the floor to take their breaks and therefore break times and relief should be scheduled to provide consideration for travel time off the floor.
- 13.05 If employees are notified during their shift that they are required to work more than three (3) hours beyond a regularly scheduled shift, they will be eligible to receive a meal that is from a set menu of 4 items. If the employee receives three (3) or more meals in one (1) week, they will be subject to tax requirements as per Canada Revenue Agency.

ARTICLE 14 – OVERTIME PAY

- 14.01 All time worked by an employee in excess of their scheduled eight (8) 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.
- 14.02 For the purpose of this Article, the "week" commences at 12:01 a.m. Monday morning. For the purpose of this Article, a "day" means a calendar day commencing at 12:01 a.m.

- 14.03 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.
- 14.04 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 27 of the Collective Agreement during the same work week), shall qualify for overtime pay for all hours worked in excess of forty (40) hours in such work week and this shall not be considered a duplication or pyramiding of premium compensation.

ARTICLE 15 – OVERTIME EQUALIZATION

- 15.01 Scheduled overtime (e.g. overtime required for staffing special events) will be evenly distributed when reasonably possible among those employees on the same shift. 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.
- 15.02 When the Employer requires employees to work overtime that is not scheduled more than forty-eight (48) hours in advance, the Employer will invite employees to work overtime in accordance with the following procedure:
- (a) Employees 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, when there is more than one person with an equal amount, seniority will decide.
 - (b) If insufficient employees volunteer to work overtime, the Employer will advise the most junior qualified worker to perform such work and such work assignment will be for no longer than four (4) hours in duration. The most junior employee may decline an overtime assignment if he/she has already been assigned overtime during that week. The overtime will then be assigned to the next most junior employee who has not been assigned overtime that week.
- 15.03 New hires into the bargaining unit will be credited with the average number of overtime hours of the employees.
- 15.04 Any verified claim of improper distribution shall result in the employee being given an opportunity to work overtime 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 16 – JOB POSTING AND SHIFT SCHEDULE POSTING

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

- 16.02 When a vacancy or new job opening occurs, such vacancy or new job opening will be posted for a period of five (5) calendar days. 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 employees to apply. Where the Employer requires a temporary full-time replacement expected to exceed three (3) months in duration, this absence will be subject to this posting procedure. Required temporary part-time replacements, where a part-time employee is expected to be absent for in excess of six (6) months, will also be subject to this procedure.
- 16.03 Postings shall clearly indicate the deadline date for the application and the location or persons to whom applications shall be made. The posting period shall be for not less than five (5) calendar days from the date of posting. The successful applicant will be placed in the new position as soon as possible once their previous position has been filled (or such earlier time at the Employer's discretion) and it is understood that subsequent vacancies after that will not be posted.
- 16.04 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bargaining unit applicant was selected. If no applications are received from seniority employees, or if none of the applicants is awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.
- 16.05 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the senior applicant in accordance with this Article. Employees will be considered for the vacancy based upon skill, knowledge and ability and where several candidates are relatively equal, seniority will be the governing factor.
- 16.06 Successful applicants will be afforded required training in their new position.
- 16.07 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.
- 16.08 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 this Article, until such time as the person on leave returns to work.
- 16.09 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting. In filling such a vacancy without a further posting, the Employer will consider the original applicants for the vacancy.
- 16.10 A Security Officer who has successfully bid under this Article shall not be entitled to bid on any other posted job for six (6) months from the date of the Security Officer's successful bid or to attain a higher rate of pay.

- 16.11 Should any temporary full-time 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.
- 16.12 If additional personnel are required within forty-five (45) days after the date the original position was filled, the position will not be re-posted and a candidate will be selected from the original qualified applicants.

ARTICLE 17 – PART-TIME EMPLOYEES

- 17.01 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.
- 17.02 The parties recognize that the nature of the Employer requires the use of part-time employees to meet the demands of its business.
- 17.03 Where the Employer schedules a part-time employee to work five (5) consecutive days, where possible, the employee will be provided forty-eight (48) consecutive hours of rest immediately after the fifth (5th) scheduled day, unless it is mutually agreed upon to work on a sixth or seventh day.
- 17.04 Part-time employees, except those on temporary full-time postings, will not regularly work in excess of twenty-four (24) hours per week except in the following circumstances:
- (i) When replacing employees absent due to illness or injury for a known duration;
 - (ii) When replacing employees absent due to vacation leave or Union leave;
 - (iii) Due to increase in patron volume as a result of unique or short-term business needs;
 - (iv) In the event of emergency;
- 17.05 Part-time employees cannot be regularly scheduled to work more than five (5) consecutive days in a row, without an employee's consent.

ARTICLE 18 – TRANSFERS OUT OF THE BARGAINING UNIT

- 18.01 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.

Should an employee accept a position for a temporary period outside of the bargaining unit, but still within the employment of the Employer, seniority shall be maintained and shall accrue for any period up to but not exceeding twelve (12) months, unless the extension is mutually agreed to by both the Employer and Union.

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

- 18.02 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 19 – NEW CLASSIFICATIONS

- 19.01 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.

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

ARTICLE 20 – TRAINING

- 20.01 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 full-time employees is done outside regular scheduled hours it will be paid at the applicable overtime rate.

ARTICLE 21 – NEW EMPLOYEE ORIENTATION

- 21.01 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 22 – SUPERVISORS WORK

- 22.01 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:

- a) During emergency situations;
- b) To prevent interruptions to the business;
- c) To respond to guest needs;
- d) For the purposes of instruction or training.

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

ARTICLE 23 – LEAVE OF ABSENCE

PERSONAL LEAVE

- 23.01
- a) The Employer may grant a leave of absence, without pay to be known as “personal leave” subject to the employee first exhausting all entitlement to vacation and lieu days. Only in the most exceptional of circumstances are such leaves to be less than seven (7) consecutive days or longer than sixty (60) consecutive days in any calendar year and in no event will they be longer than ninety (90) calendar days.
 - b) Requests for personal leave must be made in writing no less than two (2) weeks prior to the proposed commencement of the leave, unless the leave is an Emergency Leave. Approval of such leave by the Employer shall set out the length of leave granted, the purpose and terms, if any, upon which it is granted. 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. A breach of this provision will result in loss of seniority and employment.
 - c) Personal leaves are only available to employees with six (6) months or more of continuous service. A Security Officer on approved personal leave shall not be considered to be laid-off and his seniority will continue to accumulate during his absence.
 - d) Upon return from a leave of absence the employee will be reinstated in his former position and location, or to alternative work of a comparable nature if the former position no longer exists.

PREGNANCY AND PARENTAL LEAVE

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

MILITARY LEAVE

- 23.03 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 approval by providing at least two (2) weeks of notice to the Security Manager or designate. An unpaid leave of absence will also be granted to fulfil his military obligation if he is called into Active Military Status, provided that a copy of the official deployment standing order accompanies the Leave of Absence Application form. The employee’s seniority and service will continue to accrue at the normal full rate during such leave. Leaves of absences must be requested using a Leave of Absence Request form. Except in cases of emergency leave, such request must be made at least two (2) weeks prior to the requested starting date of the leave, and may only be made by employees with six (6) months of continuous employment. The Manager will respond in writing within five (5) days of receipt of written request from the employee.

- 23.04 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.
- 23.05 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 Leave

- 23.06 When an employee is elected to a full-time position with Teamsters, the Employer shall, upon six (6) weeks' written notice (or a lesser amount where that is all that is possible but in no case less than three (3) weeks), grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to two (2) 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 during the life of the agreement. With at least thirty (30) days of notice it is agreed that once every two (2) years the three (3) Stewards may all take a leave under this Article at the same time for up to two (2) days for Steward training.
- 23.07 The Employer shall grant a leave of absence without pay and without loss of seniority to one female employee to a maximum seven (7) days in a one-year period, to attend the various activities of the Teamsters Ontario Women's Caucus as a representative of the female members of the bargaining unit. The leave may include but not limited to attend the annual International Teamsters Women's Convention. It is agreed that as much notice as possible will be given but in no case will it be less than fourteen (14) days.
- 23.08 The Employer shall, upon a minimum of four (4) weeks' written notice grant a leave of absence without pay and without loss of seniority to an employee elected as an Executive Board Member to attend at Board meetings. This leave will not exceed twenty (20) days in a calendar year. This leave of absence is limited to one (1) employee during the life of the agreement.
- 23.09 The Employer may be asked to grant a leave of absence without pay for up to one (1) person in any twenty-four (24) hour period to attend at Union functions. This leave will be granted where it does not interfere with the operation of the Employer, does not impact on vacation entitlements and is not used for a purpose contrary to the Employer's interests. There must be at least fourteen (14) days written notice of the request for the leave of absence and there are to be no more than a total of eight (8) days per year.

EMERGENCY LEAVE

- 23.10 It is agreed and understood that all leaves of absence under this agreement including but not limited to sick leave, and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the Emergency Leave provisions of the *Employment Standards Act*. It is further agreed and understood that the statutory emergency leave days may not be

pyramided on top of any leave, whether paid or unpaid, under the terms of this agreement. Further, it is understood that the Employer has the right to ask for proof of an emergency leave. Should such proof not be provided, this would be considered as culpable absenteeism.

CITIZENSHIP DAY

- 23.11 Full-time employees will receive one (1) day paid leave of absence to attend the Citizenship Day Ceremony if the ceremony falls on their regular scheduled shift or work day; pay will be calculated at the employee's normal rate of pay and will count towards any overtime hours. Part-time employees may request a day off without pay to attend the Citizenship Day Ceremony.

RELIGIOUS HOLIDAY

- 23.12 With a minimum of two (2) weeks notice, employees may request time off for religious holidays not otherwise covered in Article 27 - Paid Holidays. Up to two (2) days paid leave of absence for full-time and two (2) days unpaid for part-time employees is available to observe religious holidays identified by leaders and representatives of each religion for their respective religions. Religious holiday pay cannot be requested for holidays that fall on your regularly scheduled days off.

POLITICAL OFFICE LEAVE

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

ARTICLE 24 – BEREAVEMENT

- 24.01 In the event of the death of a seniority employee's immediate family member, the employee shall be granted an excused absence of five (5) 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 five (5) scheduled shifts (irrespective of regular days off and holidays).
- 24.02 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, foster child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister, step brother/sister, sister/brother in law. Any

relative who is dependent on the employee for care. The Employer reserves the right to request proof of the bereavement.

- 24.03 One (1) day of bereavement leave with pay will be provided in the case of the death of an aunt, uncle, niece or nephew of the Employee or their spouse to attend the funeral if the employee was scheduled to work.
- 24.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.
- 24.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight hundred (800) kilometers away from Gateway Casinos Sarnia and where sufficient proof of need is provided.

ARTICLE 25 – JURY DUTY/WITNESS DUTY

- 25.01 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.
- 25.02 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 25.03 below in a court of law. Employees on jury duty who work in classifications that operate seven (7) days per week will, if they are on jury duty for more than three (3) days, be notionally placed on a Monday - Friday schedule matching the jury duty until the end of the week the jury duty or testifying as a subpoenaed witness concludes so as to minimize any disruption with their normal earnings and time at home while still meeting the Employer's operational requirements. The purpose of this Article is to ensure that employees shall receive consistent hourly earnings from the Casino despite the Jury/Crown Witness duty.
- 25.03 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 26 – VACATION

- 26.01 (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:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
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%
15 years but less than 26 years	5 weeks	10%
26 years and over	6 weeks	12%

- (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 rates for straight time, overtime, vacation pay and statutory holiday pay.
- (e) Unused Vacation pay shall be paid out annually, no later than 30 days following December 31.
- (f) The vacation year shall be January to December each year.
- (g) The Security Manager 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.

26.02 Vacation Scheduling

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

26.03 Death in Family During Vacation

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

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

ARTICLE 27 – PAID HOLIDAYS

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

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

- 27.02 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.
- 27.03 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:
- (a) absent on vacation;
 - (b) absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician which is submitted to the Employer on the day the employee returns to work;
 - (c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides such reasonable proof as may be required;
 - (d) employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 27.03 (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.
- 27.04 Subject to the particular provisions next following, holiday pay will be calculated in accordance with the *Employment Standards Act* of Ontario, as amended.
- 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 and 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.
- 27.05 All full-time and part-time 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. For full-time employees, 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 full-time employee must request the lieu time at least two (2) weeks in advance of the requested day off. Lieu time will only be granted subject to the operational needs of the department.

ARTICLE 28 – DISCIPLINE

28.01 When an employee is called to a meeting by the Employer where discipline or discharge will be imposed, the employee will have a Union Steward present. In the event of discipline, the interview will not proceed without a Steward subject to Article 7.02.

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.

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

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

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

(ii) Health and safety infractions threatening health;

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

28.03 “Discipline” is defined to include any recorded discipline issued to an employee. A copy of any recorded discipline will be given to the Union Committee. Coach and counsels and other daily supervisory corrections, which may also result in notes being maintained and placed in an employee’s file, are not disciplinary and may not be grieved. These will only be admissible at hearings to demonstrate an awareness and understanding of the Employer’s expectations and for no other purpose.

28.04 The Employer maintains its surveillance system for the purpose of safeguarding its assets and maintaining the integrity and security of the Casino. Where the Employer intends to rely upon video surveillance recordings or reports as evidence of employee wrongdoing to support discipline, the affected employee will be allowed to request and review the video recording. The Employer will also permit a Steward and/or an AGCO licensed Teamsters Representative of the Union, to review the surveillance report so as to discuss the video content and will then return the report. Subject all required AGCO approvals, the Steward or 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.

28.05 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 five (5) days, such longer period shall be without pay.

28.06 It is agreed that discipline should be issued in a timely manner. In most circumstances discipline is to be given within the first seven (7) days the employee works following the

date of the incident or the date the Employer became aware of the incident, unless the incident is being investigated by a law enforcement or regulatory agency. Where there is a basis for the Employer to request an extension to the time limit, and where the request is made in writing (including via electronic mail) in advance of the expiry of the time limit, an extension of up to ten (10) days will be permitted.

- 28.07 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 29 – GRIEVANCE AND ARBITRATION

- 29.01 A grievance will consist only of a dispute concerning interpretation and application of any clause in this Agreement; alleged violations of the Agreement and discipline or discharge of seniority rated Security Officers without just cause. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined if necessary by Arbitration. There shall be an earnest effort on the part of both parties to settle all grievances promptly through the following steps.

- 29.02 A Security Officer, called into the Employer's office for the imposition of discipline may, upon request, be accompanied by a Union Steward. Copies of disciplinary notices will be given to the Security Officer involved and to the Union Steward.

- 29.03 In the interest of the early resolution of disagreements, time limits referred to in this Article are mandatory, but may be extended by mutual agreement. 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 *Ontario Labour Relations Act*, no Board of Arbitration shall have jurisdiction to hear any grievance which is not in strict compliance with the time limits in this Article. Such grievances are deemed abandoned.

STEP 1 - The Steward will, within five (5) calendar days of the event giving rise to the grievance, present the grievance in writing to the Security Manager. Within three (3) calendar days of such presentation, the Security Manager will meet with the Steward. The answer of the Security Manager (or the Union, in the case of an Employer grievance) will be delivered in writing within five (5) calendar days of the meeting. The Formal grievance shall be in writing on a grievance form and shall include:

- (a) The date of the alleged breach of the agreement;
- (b) Article(s) of the Agreement alleged to have been breached and the events on which the grievance is based;
- (c) What specific remedy is being sought.

The Formal grievance form will contain a signature of each grievor seeking a remedy or the Steward may sign the grievor's name on his behalf.

STEP 2 - Within seven (7) calendar days after the decision in Step 1, a Union representative may submit the grievance in writing to the General Manager, or designate. At either party's request, a meeting will then be held between the General Manager, or designate and the grievor and his/her representative. Such meeting shall be held within fourteen (14) calendar days of submission of the grievance at Step 2 unless extended by written (including email) agreement of the parties. The decision of the General Manager or designate shall be delivered in writing within seven (7) calendar days following the date of such meeting.

Employer/Union Grievance: It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step #2 and will be filed in writing within ten (10) calendar days of the day the events arose or ought reasonably have come to the knowledge of the affected party. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

Group Grievance: Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they are required to present a group grievance and such written grievance shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply. Each affected employee shall sign the grievance to be entitled to any financial or wage adjustment remedy.

29.04 A grievance, which has not been resolved through the grievance procedure, may be referred to arbitration. The grievance procedure shall not be by-passed and no matter shall proceed to arbitration that has not been properly and fully processed through that procedure and only where notice of intent to arbitrate has been given in writing within twenty-one (21) days of the response to Step 2 in the grievance procedure.

29.05 Board of Arbitration ("Board")

When either party requests that any matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. This notice shall contain the name of the party's nominee. The recipient of the notice shall, within seven (7) days notify the other party of its nominee. The two nominees so selected shall proceed to appoint a third person who shall be the Chairperson.

If either party fails to name a nominee, or if the two nominees fail to agree on a chairperson, and upon request by either party in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the Board of Arbitration, pursuant to the provisions of the *Ontario Labour Relations Act, 1995*.

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.

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

- 29.06 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. 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.

29.07 Single Arbitrator

Notwithstanding the foregoing, the parties may agree to substitute a single Arbitrator to hear the matter in dispute instead of a Board of Arbitration. If so, the process shall be followed as above with the role of the nominees in the appointment process being undertaken by the Union and the Employer directly.

The parties will equally share the fees and expenses of the Arbitrator.

A single Arbitrator has the same authority as a Board of Arbitration, as set out in this Article.

- 29.08 If the two parties fail to agree on an arbitrator, and upon request by either party, in writing to the Minister of Labour of Ontario, an appointment may be made by the Minister to constitute the Board of Arbitration, pursuant to the provisions of the *Ontario Labour Relations Act, 1995*.

29.09 Expedited Arbitration

Either party may apply for expedited arbitration or consensual mediation-arbitration under the provisions of Ontario Labour Relations Act, 1995, provided that the grievance procedure shall not be by-passed and no matter shall proceed to arbitration that has not been properly and fully processed through that procedure, and provided the referring party first makes some attempt to find a mutually agreeable date and arbitrator.

- 29.10 Following referral to arbitration under the grievance procedure above, the parties may consider the use of assessment meetings for individual or multiple grievances in an effort to prevent unnecessary arbitrations. If an Assessor is used to support such a meeting then the parties will agree who that person is and will share equally in any costs or fees. All grievances being taken to assessment will be dealt with at one meeting and the Union may settle or withdraw the grievances on such terms as it considers just and fair. All grievances that remain following an assessment meeting will continue to Arbitration in the normal course.

- 29.11 In this Article, it is understood and agreed that any employee (except the grievor) who is summonsed or subpoenaed and whose attendance is required at arbitration hearings, and

who provides seven (7) days of notice, shall receive permission to be absent from work without loss of pay. An employee who is summonsed or subpoenaed to attend, and who does so with pay from the Employer, shall remit to the Employer any appearance fees or conduct monies so received.

ARTICLE 30 – INJURY ALLOWANCE

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

ARTICLE 31 – ATTENDANCE MANAGEMENT PROGRAM

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

31.02 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.

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

ARTICLE 32 – EMPLOYEE ASSISTANCE PLAN

32.01 At negotiations the parties discussed social problems that may arise in employees personal lives and the Employer agreed it 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 33 – SICKNESS AND ACCIDENT LEAVE

33.01 Effective October 16, 2019 and following the successful completion of the probationary period, all full-time permanent employees covered by this agreement will be granted a total of five (5) paid sick leave days for use for each calendar year. The total of five (5) sick days is refreshed on January 1st of each year, and therefore does not accumulate from year to year.

Effective January 1, 2020 the above shall increase to six (6) days.

- 33.02 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:

Short-Term Disability (STD)

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

(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 is to be paid by the carrier only where the employee is totally disabled, as defined by the insurance carrier.

(iii) The benefit may commence the first day of an accident resulting in total disability or the eighth day of total disability following surgery or sickness.

LONG TERM DISABILITY (LTD)

(i) The Employer will maintain and provide an LTD for qualified full-time employees who have been "totally disabled" (as defined by the carrier) 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 months of continuous service in a full-time position.

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

(iii) 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.

- 33.03 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.

ARTICLE 34 – WORKPLACE SAFETY AND INSURANCE

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

ARTICLE 35 – HEALTH AND SAFETY

- 35.01 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.
- 35.02 *Modified Work*
- The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based on medical limitations to ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation. Employees with a medical problem giving rise to a need for accommodation must disclose that need, provide medical evidence and request accommodation at the earliest possible time.
- 35.03 The Employer will maintain its Joint Health and Safety Committee (JHSC) with membership from among the Bargaining Unit. The Employer and the employees shall jointly share the responsibility for chairing such meetings.
- 35.04 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.
- 35.05 Time spent by bargaining unit members appointed to the JHSC on any JHSC inspections and at JHSC meetings shall be considered time worked and she or he shall be compensated at his or her regular rate of pay for this time and also for up to one (1) hour of caucus time in advance of JHSC meetings. All employee members of the JHSC shall attend and caucus prior to the meetings.
- 35.06 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.
- 35.07 With proper advance notice to the Employer, a Teamster Health and Safety Representative may be present and participate in a meeting of the Joint Health and Safety Committee as it relates to the bargaining unit. The Representative may also investigate any critical injury or fatality for employees within the bargaining unit, where this investigation is done openly and in conjunction with the Employer and the JHSC.

ARTICLE 36 – PERSONAL PROTECTIVE EQUIPMENT

- 36.01 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.
- 36.02 The Employer will also provide employees with access to shared winter boots, hats and jackets, rain apparel, and safety clothing as it deems necessary for the safe performance of their assigned duties, at no cost to employees.

- 36.03 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 twenty dollars (\$120) per calendar year, towards the cost of safety shoes purchased in accordance with the Employer's program upon provision of a receipt. Effective January 1, 2015 this amount will change from one hundred and twenty (\$120) per year to two hundred and forty (\$240) per two (2) calendar years. Where the Employer's program provides an increase towards the cost of safety shoes it shall also be reflected in this article.
- 36.04 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 37 – CESSATION OF OPERATION

- 37.01 The Employer shall advise the Union at least sixty (60) days in advance of any planned permanent shutdown of its Sarnia facility. The period of notice set out in this Article may be increased if required by the provisions of the *Employment Standards Act*.
- 37.02 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 38 – TECHNOLOGICAL/ORGANIZATIONAL CHANGE

38.01 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.

38.02 Advance Notice

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

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

The Employer is committed to looking at reasonable training opportunities which can be utilized to move any affected employees to a new or different position with the bargaining unit at the Casino. If the change permanently eliminates a classification, the Union and the Employer will review what training would be required to work in another where there exists a need for employees. A training plan will be created if those displaced employees have the

skill, ability and desire. Training under this provision is voluntary and the employee may be required to undertake some or all of it on his or her own time. The Employer may pay for the training or negotiate some arrangement with the Union and the employee. If more than twenty (20) days of training are required to fulfil the duties of the other classification, then a training plan need not be considered.

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

38.03 New Positions

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

ARTICLE 39 – NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE

39.01 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 greeting, accompanying Slot employees handling money and/or chips, etc.), where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the Day of Remembrance for Women Victims of Violence. To mark the observance, the flags shall be lowered to half-staff, employees will be allowed to wear a poppy on November 11 and a public announcement will be made.

ARTICLE 40 – GAMING REGULATIONS

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

ARTICLE 41 – CIVIL LIABILITY

41.01 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 Security 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 42 – CLASSIFICATIONS AND WAGES

- 42.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule "A" and forming part of this Collective Agreement.
- 42.02 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.
- 42.03 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows:
 - (a) Pay shortages of less than eight (8) hours will be adjusted on the next pay cheque.
 - (b) Pay shortages of eight (8) hours or more will be adjusted within seven (7) business days of the shortage being identified to the Supervisor.
- 42.04 Employees to 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.
- 42.05 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 43 – REPORTING PAY

- 43.01 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 44 – CALL IN PAY

- 44.01 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 45 – TRAVELLING ALLOWANCE

- 45.01 Employees may be required by the Employer to travel to other work locations due to business demands or unforeseen circumstances. Employees requested to work or attend training at a location other than Gateway Casinos Sarnia and are traveling outside their normal work schedule, will be paid and provided with mileage or expenses in accordance with the Employer's policies for other hourly direct gaming employees. This article does not apply to employees have chosen to work at both sites as per the Mobility Agreement.

ARTICLE 46 – HEALTH, DENTAL AND LIFE

- 46.01 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.
- 46.02 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.
- 46.03 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.
- 46.04 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, save and except for any supplemental benefits or optional benefits, are one hundred (100) percent paid by the Employer.
- 46.05 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.

The eligibility rules for the plans will be unchanged. Part-time benefits are available for those employees that have worked 520 hours in the previous six (6) months.

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.

46.06 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 (100) percent to a two thousand dollar (\$2,000) per calendar year maximum.
- (b) Major restorative services covered at fifty (50) percent, to a two thousand dollar (\$2,000) per calendar year maximum.
- (c) Dentures covered at fifty (50) percent to a three thousand dollar (\$3,000) lifetime maximum.
- (d) Orthodontic services are covered at fifty (50) percent coverage to a lifetime maximum of two thousand dollars (\$2,000) for dependent children aged six (6) until they reach their 26th birthday.
- (e) Recall visits every nine (9) months.
- (f) ODA Fee Guide applied will be no more than one (1) year behind.

Prescription Drug & Health

- (a) Reimbursement of one hundred (100%) percent for drugs that legally require a medical prescription and are dispensed by a pharmacist. Employees will pay a one dollar (\$1.00) co-pay on each prescription with a \$6.50 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.
- (b) Employee to be provided with a drug card.
- (c) Vision care is three hundred and fifty dollars (\$350.00) per twenty-four (24) month period for each covered person; includes contact lenses.
- (d) An eye examination up to a maximum of one hundred dollars (\$100.00), per twenty-four (24) consecutive months.
- (e) Semi-private hospital coverage up to a maximum of one hundred and seventy-five dollars (\$175.00) per day
- (f) Paramedical services (i.e. chiropractor, chiropodist, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist and speech therapist)

reimbursed up to a maximum of eighty dollars (\$80.00) per visit per practitioner to an annual maximum of five hundred dollars (\$500.00) per practitioner for each covered person once OHIP maximum is satisfied.

- (g) The purchase, repair or replacement (excluding replacement batteries) for hearing aids are covered up to four hundred dollars (\$400.00) every thirty-six (36) months for each covered person.
- (h) Orthopaedic shoe coverage is one (1) pair every two calendar years for each person as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and constructed for you or your covered dependent, provided that the benefits for these expenses shall not exceed five hundred dollars (\$500.00).
- (i) Orthotics are covered at five hundred dollars (\$500.00) per calendar year, which are specifically designed and constructed for you or your covered dependent and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (j) Out-of-country/province medical coverage is ninety (90%) percent cost of emergency medical services up to the maximum allowed under the schedule of fees published by the OMA
- (k) Coverage at ninety (90%) percent for smoking cessation products, with a one thousand dollar (\$1,000.00) lifetime maximum.
- (l) Twenty-five percent (25%) of the cost of apnea monitors prescribed for infants (ages 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.

Life Insurance

Full-Time:

- (a) Basic Life Insurance of one times (1X) the employee's annual base salary. Premiums are one hundred (100%) percent 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 (100) paid by the employee.
- (c) Dependant Life Insurance of five thousand dollars (\$5,000.00), ten thousand dollars (\$10,000.00) or fifteen thousand dollars (\$15,000.00) for employee's spouse and each dependant. Premiums are one hundred (100%) percent paid by the employee.

Part-Time:

- (a) Basic Life Insurance of ten thousand dollars (\$10,000). Premiums are seventy (70%) percent paid by the Employer and thirty (30%) percent paid by the employee.

ARTICLE 47 – GRATUITIES/GIFTS

- 47.01 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.
- 47.02 Employees will not accept any gifts or gratuities, except as expressly provided for by the Employer's policies.
- 47.03 For the purposes of this Agreement, "gratuity" includes tips and gaming vouchers 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.
- 47.04 Except where required by law to participate, the Employer will not have any involvement with the distribution of gratuities or gifts.
- 47.05 Gratuities are not part of wages or earnings under this agreement as they are provided at the discretion of patrons and are distributed at the discretion and direction of the employees or the employee run TIP Committee.

ARTICLE 48 – GAMING LICENSES

- 48.01 The Employer shall pay the Gaming License fee for all employees whom 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 License fee for an active employee when he performs a regular license renewal.

If Security Licenses become a requirement by the Employer, the parties agree to meet to discuss potential reimbursement.

ARTICLE 49 – BULLETIN BOARDS

- 49.01 The Employer agrees to permit posting of notices of Union meetings or functions on a lockable bulletin board conspicuously placed and provided for that purpose.

1. Notices of Union elections
2. Union election results
3. Notices of Union meetings
4. Notices of Union recreational and social events
5. Names of Stewards and Executive
6. Local Union by-laws

Notices shall be endorsed/signed by a Union Steward 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 disseminating propaganda, or for the posting or distribution of pamphlets, political material of any kind or advertising. It shall not be used to demean or make derogatory comments about employees, the Employer or management of the Employer. No other postings will be put up in the workplace.

ARTICLE 50 – PARKING

50.01 The Employer will make available parking for all employees at no cost.

ARTICLE 51 – STAFF CAFETERIA

51.01 The Employer shall provide a staff cafeteria facility for all employees.

ARTICLE 52 – ACCESS AND REVIEW OF PERSONNEL FILES

52.01 An active employee, during the course of his employment, shall have a right once per year or where there is a reasonable basis for the request to examine all documents pertaining to him in the personnel file. Examination of such a file shall occur at a time convenient to the Employer and the Employee and following a written request from the employee in the form required by the Employer's policy. The review will take place in the presence of an Employer's representative and there will be no right to remove items from the file.

52.02 Where evaluations/performance appraisals are performed by the Employer, the employee will cooperate in conducting the evaluation, will review the evaluation, and may reply and add comments in the designated section of the evaluation. The employee will then sign the evaluation, which will be maintained in his file. Employees will be given a copy of the signed evaluation whether requested by them or not.

ARTICLE 53 – LOCKERS AND SEARCHES

53.01 The Employer will provide locker access for 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 a bargaining unit employee's locker unless a Union Steward has been offered the opportunity to be present. The Employer understands that single access lockers are preferred by employees and should locker space be available will move to a single access locker system.

53.02 The Employer will not introduce lie detector tests into the workplace. This shall in no way limit the authority of any legal authority in this regard.

53.03 The Employer agrees that personal body searches are invasive to employee privacy and are to be avoided. Should there be a real and substantial suspicion of wrongdoing and a search be seen as necessary to determine an integrity issue (e.g. presence of tokens or keys), then the employee will be asked to wait while a Union representative is found to attend to ensure that the search is carried out reasonably. Should the employee wish, the physical search will be carried out by the AGCO or the Police. This shall in no way limit the authority of any legal authority in this regard.

ARTICLE 54 – EDUCATION REIMBURSEMENT - TUITION FEES

- 54.01 The Employer agrees to provide full-time and part-time seniority rated employees with a tuition-fee subsidy program. The purpose of the tuition-sharing program is to assist employees in continuing their education in a way which increases job performance and efficiency or equips the employee for specific tasks.
- 54.02 In order to be deemed eligible, courses of study must be pre-approved as complying with 55.01 and must be in a degree certificate or diploma-seeking program at a recognized College, University, or Trade/Technical.
- 54.03 a) Full-Time 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 one thousand five hundred dollars (\$1,500.00) per employee.
- b) Part-Time 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 seven hundred and fifty dollars (\$750.00) per employee
- 54.04 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.

ARTICLE 55 – DURATION

- 55.01 The parties agree that the stated term of this Collective Agreement shall be from April 1st, 2026 until March 31, 2031.
- 55.02 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.
- 55.03 Either party shall be entitled to give notice in writing to the other party as provided in the Ontario Labour Relations Act, 1995 of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry of the date of the Agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

Dated at Windsor, ON this 23rd day of February, 2026.

ON BEHALF OF
GATEWAY CASINOS







ON BEHALF OF
TEAMSTERS LOCAL 879



John McCann, President


Jay Ross, Sec.-Treas.


Joe King, Business Agent

SCHEDULE A – CLASSIFICATIONS & WAGES

Following successful completion of probation, employees will automatically progress from one step to the next on the salary grid based on regular hours worked.

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

Security Officer	16-Oct-25	16-Oct-26
Start Rate (90%)	\$22.68	23.22
Job Rate after 12 months worked (100%)	\$25.20	25.80

Year 2, 3 & 4 – Refer to Appendix “A”.

SCHEDULE B - TEMPORARY EMPLOYEES

1. Temporary employees under the Collective Agreement will have their terms and conditions of employment governed pursuant to this Schedule and the provisions of the Collective Agreement will only apply where expressly indicated in this Schedule. All other terms and conditions will be as set out in the Employment Standards Act for term and task employees.

2. A temporary employee will work in the Security Department in the security labour pool on a defined term or task contract. There is no guarantee of hours to be worked and temporary employees may either be contracted to provide casual labour pool support and/or be retained to replace an employee on an authorized leave of absence.

Prior to hiring a temporary employee, a part-time employee will first be offered the right to replace a full-time employee on any authorized leave of absence expected to last longer than thirty (30) days in duration.

3. Temporary employment will end at the conclusion of the defined term in the contract (if the agreement is not renewed prior to its expiry), or on such notice as is defined in the contract and all temporary contracts will be ended prior to any layoff of other employees.

4. The Union will be provided with a list of all temporary employees with term dates not later than two (2) weeks after the commencement of employment of any new temporary employee.

Given the variable work time and experience of temporary employees, a temporary employee who posts for and is hired into a part-time or full-time position will still serve a probationary period under this agreement and yet will have some of his or her service credited towards probation.

5. Temporary employees will be covered by the Articles on Purpose, Management Rights, Dues Deduction, Union Representation, Occupational Health and Safety, Personnel File and Designated Holidays. The grievance and arbitration provisions of the agreement apply to temporary employees as if they were probationary employees under the agreement.

6. The rate of pay for temporary employees will be ninety (90%) percent of the job rate and they will receive vacation pay in addition to this amount.

7. The total number of temporary employees will not exceed fifteen (15) percent of the part-time and full-time security department workforce, unless otherwise agreed to by the parties.

LETTERS OF UNDERSTANDING

BETWEEN:

GATEWAY CASINOS SARNIA

- and -

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the International Brotherhood of Teamsters

It is agreed and understood, by signature hereunder that this Letter of Understanding shall form part and parcel of the Collective Agreement in effect between the above-cited parties:

LETTER OF UNDERSTANDING #1 – EARLY OUTS

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

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 provide these as required, at no cost to employees.

Uniforms (including shirts, trousers, sweaters, coats) shall be determined by, provided by and replaced by the Employer, as it requires on an as-needed basis. The Employer and the Union agree to discuss quantities and quality issues at Employer – Employee Committee meetings. Employees are responsible for caring for his uniform.

Upon leaving employment, an employee is required to return all uniforms 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.

Employees will be responsible for the cleaning and care of their uniforms., however approved dry cleaning and alterations may be dropped off and picked up at the Casino and 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.

LETTER OF UNDERSTANDING #3 – OVERTIME CANCELLATION

Where an employee is not told within the last half (½) an hour of his or her shift that they are not required for overtime, then they will be guaranteed at least one half hour of overtime pay.

LETTER OF UNDERSTANDING #4 – HEPATITIS INJECTION

Employees who receive the hepatitis injection shots, as part of their employment, shall be reimbursed the amount of the cost with proof of receipt, once the full series of required shots is completed within the established timeframe.

LETTER OF UNDERSTANDING #5 – 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 #6 – ABORIGINAL DAY

The Employer agrees that for those Status Aboriginal employees who indicate two (2) weeks in advance of the Aboriginal Day that they wish to take that day as a Holiday under the Paid Holiday provisions of this Agreement, that day will be granted.

LETTER OF UNDERSTANDING #7– MEDICAL FILE REVIEW

It was agreed that where an employee has a complaint that they are being requested to provide unrelated medical information or that the file manager is being unduly invasive, then he or she may file a waiver of medical confidentiality allowing the Union and the Employer to meet with the File Manager and to conduct a full file review.

LETTER OF UNDERSTANDING #8 – EMERGENCY MEDICAL RESPONDER

The Employer will pay each employee who is certified by it as a Registered Emergency Medical Assistant (REMA) an additional one dollar (\$1.00) per hour for every hour worked and such employees will use their training and skill to support persons in need.

LETTER OF UNDERSTANDING #9 – MACHINE MOVES

The Employer will not require Security Officers to perform the physical work of (as opposed to providing security for) machine moves, which is not the work of the bargaining unit. Employees may volunteer to do so where this work is available.

LETTER OF UNDERSTANDING #10 – PT VACATION DAYS

If requested by the employee, the Employer will attempt to ensure that the part-time employee is off the complete twenty-four (24) hour calendar day when he/she books a vacation day. Where there is a potential conflict in scheduling, this provision will take priority over shift and rest day preference.

LETTER OF UNDERSTANDING #11– PART -TIME LIEU

It is agreed that until such time as the Employer may introduce any paid sick time for part-time employees, part-time employees will be able to carry up to twenty-four (24) hours 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 #12 – EMPLOYEE PURCHASE/REWARDS PROGRAMS

During the life of this Agreement, employees in the bargaining unit are able to participate in any discount purchase programs offered to by the Employer.

Nothing in this Collective Agreement prevents employees from choosing to participate in the Gateway Casinos Sarnia social club as a member and obtaining/using any Social Club rewards that may be made available.

LETTER OF UNDERSTANDING #13 – SHIFT PICKS

Each December, prior to vacation picks, the Employer will allow each full-time employee to select a shift from the available shifts by seniority.

It is agreed that a Union Committee (minimum of 1 full-time and 1 part-time) and the Employer will meet to discuss the schedule and the available shifts.

LETTER OF UNDERSTANDING #14 – PENSION PLAN

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 two percent (2%). In total, the Employer may contribute up to four (4%) of a seniority employee's wages, provided the employee contributes at least two percent (2%) of his/her salary, in according with the following formula:

Effective October 16, 2019 the formula will be as follows:

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

LETTER OF UNDERSTANDING #15 – FLOAT DAYS

In lieu of the removal of Easter Monday and Remembrance Day the Employer the parties agree that eligible employees, who have passed probation, will be given two float days per year, starting January 1, 2020. For new eligible employees, the days will be prorated based on the date they pass probation. For greater clarity, if an employee passes probation between January and June, they will receive two days. If an employee passes probation between July and December they will receive one day. The days are to be used by the end of each calendar year, and cannot be carried over. The days must be pre-approved 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.

LETTER OF UNDERSTANDING #16 – RELIEF SECURITY SUPERVISOR

The Employer may post for and select employees to be pre-qualified to act in the capacity of a Relief Supervisor. 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 Relief Supervisor. A Relief Supervisor will not issue discipline. A Relief Supervisor will not act as a Union Steward while working as a Supervisor.

Where a Relief 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 Relief 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 Relief Supervisor, the employee will be returned to their primary position without loss of seniority.

In selecting vacation, it is understood that Relief Supervisor 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.

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

Relief 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 Relief Supervisor role and responsibilities. The Relief Supervisor will continue to be part of the bargaining unit and will continue to pay dues in accordance with the dues structure.

Dated at Windsor, ON this 23rd day of February, 2026.

ON BEHALF OF
GATEWAY CASINOS



Betschart

A. Davies

ON BEHALF OF
TEAMSTERS LOCAL 879



John McCann, President



Jay Ross, Sec.-Treas.



Joe King, Business Agent

**Mobility Agreement
Between**

**Gateway Casinos & Entertainment Limited operating at
Starlight Casino Point Edward (SCPE) and Gateway Casino Sarnia (GCS) (Formerly known as Hiawatha)
(Hereinafter referred to as the Employer)**

- and -

TEAMSTERS LOCAL UNION 879
Affiliated with the
International Brotherhood of Teamsters
(Hereinafter referred to as the Union)

With the opening of Gateway Casino Sarnia (formerly known as Hiawatha) and the creation of a separate bargaining unit at that site, the Parties have met and discussed opportunities for employees currently working at Starlight Casino Point Edward and the possibility of Gateway Casino Sarnia employees performing work at Point Edward.

Both the Employer and the Union wish to provide opportunities for employees hired as employees into either the SCPE or GSC bargaining unit and yet also recognize that these are separate bargaining units and workplaces.

It is therefore agreed as follows:

- 1) Save and except as set out herein, employees' seniority and work schedules will remain at their existing location and any work at the other location and in the other bargaining unit will be covered by the terms of that location's collective agreement as a new employee in that other unit.
- 2) Employees who are offered and agree to work a full time regular shift schedule at the other location will be employed under the secondary location agreement and will accumulate seniority under that collective agreement. Notwithstanding this, he or she will remain notionally on the seniority list and will notionally accrue seniority at their primary location. A return to the primary location and to those seniority rights will only occur (1) upon the agreement of the parties; (2) at the time of any future shift bid at the primary location or (3) upon layoff from the secondary location at which point his/her bumping rights may be exercised at either location based on the applicable seniority. Service will transfer for the purposes of vacation and other entitlements.
- 3) Part time employees who are offered a regular shift schedule entirely at the other location will be employed under the secondary location collective agreement and will accumulate seniority under that collective agreement. Notwithstanding this, he or she will remain notionally on the seniority list and will notionally accrue seniority at their primary location. A return to the primary location and to those seniority rights will only occur (1) upon the agreement of the parties; (2) at the time of any future shift bid at the primary location or (3) upon layoff from the secondary location at which point his/her bumping rights may be exercised at either location

based on the applicable seniority. Service will transfer for the purposes of vacation and other entitlements.

- 4) Employees who maintain a full or part time schedule at their primary location and are offered employment and work shifts at the other location will:
- a) If they work in excess of forty-four hours in a week will be paid overtime for all hours in excess of forty-four in a week even if overtime is not triggered by the language of either Collective Agreement;
 - b) Vacation will be coordinated between the two sites to ensure one set of vacation entitlement.
 - c) If they maintain an average of over 32 hours per week at the two combined location, be eligible for benefits as if they were a full time employee notwithstanding that their actual status is composed of two distinct part time roles.
 - d) To ensure consistent and effective management, employee files, attendance management and disciplinary records will be managed in common for those employees who work at both locations and likewise will be transferred back and forth as necessary for those employees who move between sites. If there is discipline, then such discipline may be grieved under either Agreement and the parties agree that the outcome of any grievance will be applied in common.

This agreement only has affect if there is a comparable document in the Hiawatha collective agreement.

Dated at Windsor, ON this 23rd day of February, 2026.

ON BEHALF OF
GATEWAY CASINOS







ON BEHALF OF
TEAMSTERS LOCAL 879


John McCann, President


Jay Ross, Sec.-Treas.


Joe King, Business Agent

APPENDIX "A"

BETWEEN:

Gateway Casinos & Entertainment Limited operating at
Gateway Casino Sarnia (GCS) (Formerly known as Hiawatha)
(Hereinafter referred to as the Employer)

- and -

TEAMSTERS 879

(Hereinafter referred to as the Union)

The Parties agree to extend the current Collective Agreement governing the operation of Gateway Casinos Sarnia for an additional term of five (5) years, aligned with the term of the operating agreement, with a new expiry date of March 31, 2031.

This extension shall take effect immediately upon the expiry of the current Collective Agreement and shall continue without interruption, lapse, or disruption, and without any requirement for either Party to provide notice to bargain pursuant to the applicable labour legislation.

It is further agreed that for the duration of this extension, all wages, benefits, and other monetary compensation shall maintain full parity with those applicable to Teamsters-represented employees at Gateway Casinos Starlight Point Edward.

Any wage increases, benefit enhancements, or other monetary adjustments implemented during the term of this extension shall be no greater than and shall not exceed those negotiated and applied at Gateway Casinos Starlight Point Edward and shall be implemented concurrently and on the same effective dates.

Dated at Windsor, ON this 23rd day of February, 2026.

ON BEHALF OF
GATEWAY CASINOS



ON BEHALF OF
TEAMSTERS LOCAL 879


John McCann, President
Jay Ross, Sec.-Treas.
Joe King, Business Agent