

COLLECTIVE AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
on behalf of its local 143

and

AMBASSADOR DUTY FREE MANAGEMENT SERVICES LTD
c.o.b. as the Ambassador Duty Free Store
(hereinafter referred to as “the Employer”)

Duration- April 18, 2006 – April 17, 2010

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to promote the interests of the Employer, and the Union by setting forth provisions for rates of pay, hours of work, settlement of grievances, conditions of employment, and other matters referred to herein while providing an environment that recognizes the educational responsibilities of the student employees and provides a variety of work experiences for a significant number of post secondary students.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole exclusive bargaining agent for all Employees of Ambassador Duty Free Store Management Services Ltd c.o.b. as the Ambassador Duty Free Store, in the City of Windsor, save and except supervisors, persons above the rank of supervisor, office and clerical staff.
- 2.02 The parties agree that the preferential hiring of post secondary students, as employees, shall continue. Further, the Employer shall continue its practice of considering the bona fide educational requirements of student employees.
- 2.03 For the purpose of this Agreement employees who are not students shall be referred to as “fixed hours employees”.
- 2.04 For the purpose of this Agreement employees who are students shall be referred to as “student employees”.
- 2.05 Unless otherwise specified, the terms and conditions of this Agreement shall apply equally to all employees, both fixed hours and student employees.
- 2.06 An employee shall be deemed to be a “student” in the following circumstances:
- a) The employee has been hired by the Employer while engaged in active full-time studies at a recognized University or College. Furthermore, it is a term and condition of employment for all student employees that they are hired for an initial period of six (6) months, pursuant to a signed employment agreement in the form attached hereto as Appendix “B” to this collective agreement. It is a further term and condition of employment for a student employee that the original six (6) month employment agreement can only be renewed for a further six (6) month period once. Such renewal will be automatic provided the Employer does not have just cause to terminate the employment of the employee.
 - b) The employee continues his/her post secondary studies. However, notwithstanding the provisions of this sub-article, a student employee will be

permitted to work up to one (1) semester provided they are engaged in active part-time studies at a recognized University or College. Furthermore, if an employee graduates during the term of a six (6) month agreement, the student will be allowed to continue to work to the end of that six (6) month agreement, but no longer.

c) Proof of enrollment at a recognized University or College must be provided by student employees, when requested by the Employer. The employee may not be terminated with cause if proof of enrollment is not provided to the Employer.

d) Each Student Employee active as of April 17, 2005 (excluding those that resigned and are not on the “Union list of eligible to vote”) a new “Fresh Start” 12 month term of employments (two six month agreements, the first effective on September 26, 2005 and the second following six months later). Each such employee shall be allowed to reject a new term of employment and complete their existing term and remain eligible for their Lump Sum Payment.

2.07 The Employer shall not contract out work normally performed by bargaining unit Employees if the contracting out of such work directly results in the reduction of an employee’s regularly scheduled hours below eighteen (18) per week or directly results in the layoff of one (1) or more bargaining unit employees.

2.08 (a) Co-operative students working in excluded positions may perform work normally performed by the bargaining unit only in the following circumstances:

- 1) If such work is assigned for orientation or training purposes prior to the employee assuming his/her responsibilities in an excluded position:
- 2) If such work is required by an educational institution as part of the excluded employee’s work assignment.

(b) Work assigned to cooperative students working in excluded positions in accordance with (a) above shall not result in a reduction in hours for fixed hours employees nor will the assignment of such hours reduce the hours worked by the student employees below eighteen (18) hours per week.

(c) Work assigned to cooperative students working in excluded positions in accordance with (a) above shall not be subject to the provisions set out in Article 12.

2.09 Each Student Employee is to receive a \$250.00 gift certificate from the University of Windsor Book Store paid for by the Employer at the end of the first six (6) month contract.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 (a) The management of the business and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency among its employees, and the right to determine the extent to which the Employer’s business shall be conducted, is vested exclusively in the Employer, except as otherwise expressly provided herein.
- (b) The Employer shall have the right to assign the work, determine and rotate shifts, assign employees to the respective shifts and temporarily transfer employees regularly assigned to a job classification to work in other job classifications.
- (c) The Employer shall have the right to make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement.
- 3.02 The Employer shall exercise said functions in accordance with the provisions of this Agreement and subject to the rights of employees to grieve such actions in accordance with the applicable sections of this Agreement.
- 3.03 The Employer retains all of its rights of management not inconsistent with the express provisions of this agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 (a) The Employer shall require all employees within the bargaining unit, as a condition of employment, to be members of the Union during the lifetime of this Agreement. For the purpose of the collective agreement, “employee” shall mean an employee within the bargaining unit described in Article 2.01.
- (b)(i) The Employer shall require new employees to make application for membership in the Union at the time of their hiring. Such application shall be mailed by the Employer to the Union immediately upon its completion by the new employee.
- (ii) The Union shall supply the Employer with such membership application cards and appropriately addressed and pre-paid return mail envelopes as required by the Employer.
- (c) The Employer shall deduct from each employee’s wages as a condition of each employee’s continued employment, biweekly, the sum equivalent to the dues of the Union as currently in effect according to the Union Constitution, as specified in writing by the Union, and the Employer shall remit the same

prior to the 15th day of the month following the month in which the deductions are made, to the Treasurer of the Union, along with a list of employees whose pay such payment has been deducted.

- (d) The Employer agrees to supply to the Union a report showing the annual Union Dues accumulation for each employee. The Employer further agrees to record the annual Union Dues Deduction for each employee on their T4 form. The report to the Union will be forwarded in March of each year for the previous calendar year.
- (e) The Employer agrees to forward to the Union office on a monthly basis, a complete alphabetical listing of all employees, including their home addresses, and start date. The Employer shall also notify the Union of any changes to the information provided.

ARTICLE 5- UNION ACTIVITY AND REPRESENTATION

5.01 (a) The Employer agrees to recognize officers, so designated by the Union, and to grant them time off without pay as herein provided to service any grievance.

(b) A Union officer designated by the Union shall be present as follows:

- (i) A written reprimand may be given to an employee if no Union officer is working at the time.
- (ii) With respect to all other discipline, the Employer will give the Union's Zone Representative, with a copy to the Union, and the employee at least forty-eight (48) hours notice of a scheduled disciplinary meeting. Such meeting will occur between 9:00 am and 5:00 pm. The Union will be permitted to have a Union officer present at the meeting. In serious cases the Employer may suspend the employee pending the meeting.
- (iii) All employees will be required to sign copies of written discipline letters acknowledging receipt of the discipline. The employee's signature shall in no way be construed as an admission of wrongdoing on the part of the employee.

5.02 If it is necessary for a Steward or Union officer to take time off during his/her regular working hours to investigate or resolve a grievance or to attend a meeting as herein provided, he/she shall request the permission of his/her immediate supervisor, which permission shall not be unreasonably withheld.

5.03 The Employer also agrees to recognize a committee of three (3) representatives of employees, and provincial union staff, designated by the Union for the purpose of collection bargaining negotiations with the Employer. The committee will be afforded the necessary time off to attend such meetings with representatives of the Employer.

- 5.04 The Employer agrees that with advanced notice and with the approval of the Employer, authorized representatives of the Union shall be entitled to visit the Employer's premises provided the operations of the Employer are not disrupted. Union access shall not extend however to non public areas of the premises without the express consent of the Employer.
- 5.05 (a) The Employer agrees to provide a bulletin board, with an unobstructed view, in its lunchroom. The Union may post notices on the bulletin board of Union meetings, elections, employee telephone numbers, recreational and social events. All other notices shall be subject to the approval of the Employer prior to posting. The Employer acknowledges that items which have been posted on the bulletin board shall not be removed without the approval of the Union Zone Representative.
- (b) With respect to the employee telephone numbers, they will only be posted if the employee consents in writing. These numbers are posted for the purpose of assisting employees with shift switching. The phone list shall be amended by the Employer should an employee notify the Employer of an amendment to their phone number.
- 5.06 Upon written request, employees shall have reasonable access to review their own discipline file in the presence of a member of management. Access shall be granted during non-working hours of the employee. Employees shall, upon request, be provided with a copy of the material in his/her file upon which the Employer may rely for discipline at no cost to the employee.
- 5.07 A terminated employee shall be provided a termination slip stating the reason for discharge. A copy of this slip shall be given to the Union. Failure to provide a copy of the slip to the Union shall not render the termination a nullity.
- 5.08 There shall be no discrimination, favouritism or harassment by the Employer or Union, or its members against an employee because of membership or non-membership in any lawful Union, or because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses (subject to the employee's ability to be bonded), marital status, family status, sexual orientation, handicap or because the employee has exercised any right specifically provided under this agreement. The foregoing listing on the grounds of discrimination is as defined in the Ontario Human Rights Code.
- 5.09 The Union agrees to forward to the Employer a list of store Union officers, in writing, as promptly as possible. The Employer shall not be required to recognize the Union officers until it has been so notified.

ARTICLE 6 – SENIORITY

- 6.01 Except as otherwise specifically provided in this Agreement, the parties recognize that job opportunity and security increases in proportion to length of service and is to provide a preference as to the allocation of hours of work, promotion, layoff and recall within the bargaining unit in the manner hereinafter provided.
- 6.02 Employee's seniority shall accumulate upon completion of a probationary period of not more than thirty (30) calendar days and will be calculated from his/her date of hire.
- 6.03 The Employer agrees to post a seniority list on the Union bulletin board within one (1) month of the signing of this Agreement and as may be amended from time to time. The seniority list shall also designate whether the employee is a fixed hours employee or a student employee.
- 6.04 An employee's seniority shall be forfeited and he/she shall be deemed to be terminated under the following conditions:
- (a) if he/she voluntarily quits;
 - (b) if he/she is discharged for cause and not reinstated through the Grievance Procedure;
 - (c) if he/she fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
 - (d) if twelve (12) months has elapsed from the day of layoff for a fixed hour employee; or
 - (e) if he/she is absent from work for three (3) working days without notifying the Employer unless such failure to notify was for reasons satisfactory to the Employer;
 - (f) if a student employee, on active or laid off status reaches the end of their contract under Article 2.06(a).

ARTICLE 7- ASSIGNMENTS AND JOB POSTINGS

- 7.01 Except for a temporary vacancy of less than thirty (30) calendar days, when a vacancy occurs in any job with fixed hours, or a new position with fixed hours is created, notice of such position shall be posted for eight (8) calendar days on bulletin boards provided on the premises for such purpose. A copy of each such notice shall be sent to the Union.

- 7.02 All notices of such positions shall designate the applicable job classification, job duties and qualifications and rate of pay. Employees may apply in writing for the posted job within the time limit specified in Article 7.01 above.
- 7.03 It is agreed that in awarding such positions seniority shall be the determining factor provided the employee is qualified to perform the requirements of the work.
- 7.04 In the event an employee who has been awarded a position under this Article is unable to perform the requirements of the position in a satisfactory manner within a period not exceeding sixty (60) calendar days from the date of assignment, the employee shall be returned to his/her previous job classifications and hourly rate.

ARTICLE 8 – JOB SECURITY

- 8.01 Where a layoff may occur the identification of the surplus employee and his/her subsequent assignment, displacement or layoff shall be in accordance with seniority, in accordance with the following procedure:
- 8:02 Layoffs shall be determined by the reverse application of seniority with the most junior employee in a classification being laid off first provided the remaining employees are qualified to perform the available work..
- 8:03 Fixed Hours Employees
- (a) Should a work reduction occur within the duties performed by fixed hour employees, the fixed hours employee declared surplus shall have the right to displace the most junior employee with fixed hours provided he/she is capable of performing the work.
 - (b) If he/she is the most junior employee with fixed hours he/she shall have the option of displacing the most junior student employee in his/her department (i.e. warehouse sales)
 - (c) The seniority of the surplus fixed hours employee shall not be affected by his/her assignment to a job previously held by a student employee. For the purposes of this agreement a fixed hours employee shall be considered a student employee in all respects save and except the requirements set out in Article 2.06
- 8.04 Student Employees
- (a) Should a work reduction occur within the duties performed by student employees the most junior student employee within a department shall be laid off first.

- 8.05 (a) Subject to Article 8.01, the Employer will notify surplus employee and other affected employees of their options under Article 8.02 through 8.04 at least seven (7) days prior to any displacement or layoff.
- (b) Notice of layoff or pay in lieu shall be provided in accordance with the Employment Standards Act and a copy of such notice shall be sent to the Union.
- 8.06 An employee who is laid off shall be placed on a recall list subject to Article 6.04(d) and 6.04 (f).
- 8.07 An employee on the recall list shall be notified of all future vacancies, and new positions including those at entry level so that such employees can apply to such notices. These notices shall include those described under Article 7.01. Notices shall be forwarded by registered mail to the employees last known address. Such employees shall be assigned the position if he/she:
- (a) applies therefore within the time period specified in Article 7.01; and
- (b) he/she succeeds in filling the position in accordance with the standards set out in Article 7.03
- 8.08 A fixed hours employee shall be removed from the recall list after one (1) year of continuous lay off. A student employee shall be removed from the recall list when the time period expires pursuant to Article 2.06 (a) or the student employee loses his/her student status in accordance with Article 2.06

ARTICLE 9- HOURS OF WORK

- 9.01 The parties acknowledge and agree that employees shall be employed on a shift schedule compromised as follows:
- (a) Fixed Hours Employees
- Employees with fixed hours shall be scheduled on a schedule comprising either five (5) eight (8) hour days per week on a twelve (12) hour shift schedule per day, working four (4) consecutive days with the next four (4) consecutive days off. Nothing in this clause shall be considered as a guarantee of hours worked.
- (b) Student Employees
- (i) Student employees shall be scheduled for shifts of at least six (6) hours although this shall not be considered a guarantee of hours worked.

- (ii) Student employees shall be considered on layoff if they are not scheduled for a minimum of eighteen (18) hours per week.
 - (iii) In addition to the shifts in accordance with (i) above a student employee may be assigned additional work in accordance with Article 12.02 (d) of this agreement.
 - (c) The work week shall commence at 6:00 am Monday. Employees shall be considered working on the day their shift ends.
- 9.02 The parties further agree to their joint support of the extended hours permit issued by the Ministry of Labour relating to twelve (12) hour shift schedule.
- 9.03
- (a) Employees shall receive a one-half (1/2) hour unpaid lunch break during each six (6) or eight (8) hour shift. Employees shall receive two (2) one half hour (1/2) unpaid lunch breaks during each twelve (12) hour shift.
 - (b) Employees scheduled to work an eight (8) hour shift shall be entitled to a fifteen (15) minute paid rest break.
 - (c) Employees scheduled to work a twelve (12) hour shift shall be entitled to two (2) ten (10) minute paid rest breaks.
- 9.04 Hours of work shall be posted at least two (2) weeks in advance. The Employer shall not change the scheduled hours within one (1) week of the shift in question unless agreed to by the affected employee(s).
- 9.05 The Employer shall not schedule split shifts without the agreement of the employee.
- 9.06 It is understood that if the Employer requires an employee to count cash at any time, this shall be considered time worked.
- 9.07 The Employer shall consider training to be time worked and shall endeavor to schedule training sessions in the same manner as regular shifts. Should an employee be required to attend a training session which lasts for less than two (2) hours, and the training session is not during, immediately prior to or after his/her regular shift the employee shall be paid for two (2) hours or the length of the training session, whichever is greater.
- 9.08 If an employee arrives late for the commencement of a shift he/she shall have only the duration of the lateness, rounded up to the nearest five (5) minute interval deducted from the pay they would have otherwise received for that scheduled shift.

ARTICLE 10 – OVERTIME

All employees shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for all work performed in excess of twelve (12) hours per day and forty-four (44) hours per week.

10.01 Extra work, including overtime shall first be offered to employees on a voluntary basis commencing with the most senior employee. Should no employees volunteer for such work the work shall be assigned to the most junior available employee.

ARTICLE 11- CALL-IN

11.01 (a) If an employee is called in to work by the Employer on a non-scheduled basis, he/she shall receive at least three (3) hours work at the applicable rate of pay, provided he/she is willing to perform the work which is available.

(b) If an employee is called in to work by the Employer to attend a training session on a non scheduled basis, he/she shall receive at least two (2) hours of pay at the applicable rate. Should the training session last more than two (2) hours the employee shall be paid for the full period of the training session.

11.02 Except for training sessions, the Employer shall call in available employees in the following manner:

(a) First, employees in the classifications required, by seniority, on a voluntary basis.

(b) Secondly, to employees in other classifications, by seniority on a voluntary basis

(c) Thirdly, to employees within the classification, by reverse order or seniority, on a mandatory basis

11.03 An employee's availability shall be determined in accordance with their written availability reports as set out in Article 12 below.

ARTICLE 12 – EMPLOYEE AVAILABILITY AND SCHEDULING

12.01 Fixed Hour Employees

Employees with fixed hours shall be available on an ongoing and continuous basis

Student Employees

(a) Student employees shall be required to indicate their availability, in writing, to the store manager, on a school semester basis.

- (b) (i) Availability reports must be submitted to the Employer no later than three (3) weeks before the commencement of the semester.
- (ii) The Employer shall permit the amendment of availability reports up to three (3) weeks from the commencement of any school semester.
- (c) For the purposes of this agreement the summer vacation period (May to the end of Labour Day weekend) shall be considered a school semester.
- (d) Such employees shall be assigned to work over and above their scheduled hours set out in Article 9, in accordance with their availability and seniority, with the most senior available employee being scheduled to work first. An employee shall not be considered as “available” for the purpose of this collective agreement unless he/she is able to work all of the required hours as defined in their availability report pursuant to Article 12.02 (b).
- (e) The obligation to assign work in accordance with (d) above shall not apply to “overtime” hours. Overtime is governed by the provisions in Article 10.

12.03 The Employer shall make a member of management available to assist in adjusting the schedule in order to allow employees to switch shifts necessary for study and exam writing. All requests must be submitted in writing two (2) weeks before the month in which the exam(s) take place.

12.04 In the case of switching shifts, the Employer will allow employees to split a twelve (12) hour shift with two (2) replacement employees once per calendar year.

12.05 Employees will be allowed to give shifts away only to the extent that they fall below eighteen (18) hours per week once every two (2) calendar months, commencing at the beginning of the first full month of their employment.

ARTICLE 13 – VACATION LEAVE

13.01 For the purposes of this article a “week” shall be defined as seven (7) consecutive calendar days commencing Monday at 6:00 am.

13.02 Each fixed hours employee is entitled to annual vacation leave based on their length of service in accordance with the following schedule:

- (a) vacation with pay in accordance with the provisions of the Employment Standards Act for less than one (1) year of continuous service with the Employer.

- (b) two (2) weeks vacation with pay at four percent (4%) of his/her total earnings for the current year for continuous service of less than five (5) years with the Employer.
- 13.03 Vacation pay shall be paid to the fixed hours employee as part of the normal payroll for the time the employees goes on vacation.
- 13.04 Employees who are discharged for cause and employees who leave the employ of the Employer will receive vacation pay in accordance with the Employment Standards Act.
- 13.05 Provided that the Employer's operations are not disrupted, approval will be given to the preference of employees, in accordance with seniority in his/her classification, in scheduling of vacation leave. The Employer may not alter an employee's scheduled vacation within thirty (30) days prior to the commencement of the employee's vacation period except with the agreement of the employee.
- 13.06 Student employees will receive vacation pay only pursuant to the Employment Standards Act on the first pay period in July in each year.

ARTICLE 14 PUBLIC HOLIDAYS

- 14.01 An employee shall receive the number of hours pay equal to their regularly scheduled shift at their regular hourly rate, as specified in Article 9.01 for the following public holidays each year:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

A fixed hours employee shall receive two (2) floating holidays in addition to the statutory holidays to be taken at a time mutually agreed to by the fixed hours employee and the Employer.

- 14.02 When any of the said holidays fall on other than a regular working day, the Employer shall pay the employees as though it had fallen on a regular working day.
- 14.03 In the event that a public holiday falls during an employee's vacation period, he/she shall be allowed an extra day vacation.
- 14.04 Where employees are required to perform work on a public holiday, such employees shall be entitled to receive payment of a premium rate of time and one-half.

- 14.05 In order to qualify for payment under Article 14.01 above, an employee must have worked his/her last scheduled shift prior to and his/her next scheduled shift after such holiday. Employees who are unable to work the regularly scheduled shifts preceding and following a public holiday because of vacation or jury duty shall qualify for public holiday pay.
- 14.06 In the event the store is open on Christmas Day, employees shall be scheduled on a voluntary basis. However, in the event there are insufficient volunteers, the Employer has the right to assign the required work to employees in reverse order of seniority. Prior to assigning the work, the Employer shall also consider the personal requirements of employees.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.01 Either the Employer or the Union may lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement
- 15.02 Should any question as to the interpretation: application or alleged violation of this Agreement arise between the Employer and any such employee or the Union, an earnest effort will be made to resolve such matters in the following manner:

15.03 STEP 1

Within ten (10) calendar days from the time the difference arose, the Union shall present his/her grievance in writing to the Store Manager (or designate) on a grievance form, identifying the violation of the Agreement and the remedy sought to resolve the matter. The Store Manager must present his/her decision, in writing, within ten (10) calendar days from the time the grievance was received.

15.04 STEP 2

Failing a satisfactory solution at Step 1, the Union may, within five (5) calendar days from the date the Step 1 response was received, present the grievance to the Employer's designate who will, within five (5) calendar days of receipt of such notification, meet with the grievor and Union officer and a representative of the provincial Union staff to discuss the grievance. The Employer's designate will give his/her decision within five (5) calendar days of the Step 2 meeting.

15.05 STEP 3

Failing satisfactory settlement at Step 2, either party may, within ten (10) calendar days from the date of the receipt of the Step 2 response, notify the other party in writing of its intention to refer the grievance to arbitration.

15.06 TIME LIMITS

- (a) The parties agree that the time limits herein have been predetermined in order to expedite the resolution of differences.
 - (b) Time limits within this Article may be extended by mutual agreement in writing, between the parties, which shall not be unreasonably withheld.
 - (c) If a difference has not been resolved within the time period specified for any step of the procedure, or if the Employer's decision at any step of this procedure is not given within the time limit specified, and the time limit has not been extended as provided herein, the grievance may immediately be processed to the next step.
- 15.07 A grievance filed by the Union alleging an Employer policy violates the collective agreement shall be presented to the Store Manager or his/her designate at Step 2
- 15.08 A grievance filed by the Employer shall be submitted in writing to the Union at Step 2. The same time limits and obligations that apply to the Union under this Article will apply to the Employer.
- 15.09 Arrangements for all meetings at Step 2 and beyond shall be by mutual agreement of the Employer and the Union.
- 15.10 Grievances involving the discharge of an employee shall be submitted directly to Step 2 of this procedure.

ARTICLE 16 ARBITRATION

- 16.01 Where the parties have made every effort to resolve any difference arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement and have exhausted the procedure outlined in Article 15, without reaching a settlement, either party may refer the grievance to arbitration.
- 16.02 The party desiring to submit the grievance to arbitration shall so notify the other party, in writing, within ten (10) calendar days from the date of the receipt of the Step 2 response. If no written request for arbitration is received within the ten (10) calendar days, unless the time limit within this Article has been extended by mutual agreement between the parties, which shall not be unreasonably withheld, the grievance shall be deemed to have been settled in accordance with the decision made and shall not be so arbitrated.
- 16.03 Within five (5) calendar days from the receipt of notice of intention to arbitrate under Article 16.02, an arbitrator shall be selected in rotation from the following panel to arbitrate the grievance:

Micheal V. Watters
Professor Gregory J. Brandt

Jane H. Devlin

- 16.04 The issue or issues raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue or issues. The decision of the arbitrator shall be final and binding on all parties involved.
- 16.05 The arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make decisions inconsistent with the terms and provisions of this Agreement.
- 16.06 Each of the parties to this Agreement shall equally share the expenses and fees of the arbitrator. Each party shall pay its own costs.
- 16.07 Arbitrations shall be heard at a location agreeable to the parties involved.

ARTICLE 17 NO STRIKE OR LOCK-OUT

- 17.01 The Employer and the Union agree that the “No Strike” and “No Lock-out” clauses as provided and in effect under the Ontario Labour Relations Act shall be in effect for the duration of this Collective Agreement.

ARTICLE 18 HEALTH AND SAFETY

- 18.01 The Employer and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, Union Representatives and Employer Supervisors at all levels cooperate to promote safe work practices and safe and healthy working conditions. Further, all employees of the Employer are fully obligated to comply with any reasonable rules established by the Employer and the Union Safety Representatives. These Health and Safety rules shall be mutually agreed to, agreement shall not be unreasonably withheld by either party.
- 18.02 The Employer, the Union and every employee agree to abide by the Occupational Health and Safety Act.
- 18.03 Two (2) persons shall be selected by each of the Employer and the Union to act as Health and Safety Representatives. The duties of the Health and Safety Representative will include:
- (a) Meeting periodically to discuss matters of health and safety in the workplace;
 - (b) Making recommendations to the Employer with respect to health and safety in the workplace; and
 - (c) Identifying any situations that may be a source of danger or hazard to workers.

An employee selected by the Union as a Health and Safety Representative will not lose pay for time spent during his/her regular scheduled working hours performing the functions set out above

- 18.04 The Union may appoint other employees as temporary replacements from time to time as required.
- 18.05 It is the intention of the Employer to make available safety protection equipment and apparel to its employees which it requires the employees to wear. The equipment shall be provided at no cost to the employee(s) who require these items to perform their duties safely.
- 18.06 Employees who work regularly in the warehouse will be required to wear steel-toed safety shoes. The Employer will reimburse employees for the cost of the boots to a maximum of one hundred dollars (\$ 100.00) on presentation of a receipt. Such payment will be made upon completion of six (6) months of employment. The Employer will make available weight belts, work smocks and steel toe guards in the warehouse.
- 18.07 The Employer is going to train one (1) or more employees to become certified lift truck trainers.

ARTICLE 19 LEAVE OF ABSENCE

19.01 General Leave

- (a) The Employer recognizes that it may be necessary for employees to request a leave of absence for special purposes. Such request shall be made to the Store Manager. Granting of such leave and a decision as to whether it shall be a leave of absence with or without pay, shall be at the discretion of the Employer.
- (b) The Employer will abide by the provisions of the Ontario Human Rights Code in granting employees leave of absence without pay for any bona fide religious holiday that may apply to Employees.

19.02 The Employer agrees to provide for maternity/parental/adoption leave of absence without pay in accordance with the provisions of the Ontario Employment Standards Act.

19.03 Union Leave

Employees who have been elected or selected by the Union to attend Union functions will be granted leave of absence without pay for this purpose provided that the work requirements of the Employer will allow for the scheduling of such

leave. The request for such leave must be submitted to the Employer by the employee and confirmed by the Union at least two (2) weeks prior to the commencement of such leave.

19.04 Bereavement Leave

The Employer shall pay an employee up to three (3) days pay at the employee's regular straight time hourly rate for all regular time lost in the event of the death of the employee's spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law and grandparents commencing on the date of death or date of the funeral. Payments shall be made only to the extent of the time lost while making arrangements for and/or attending the funeral. Employees shall not be paid for non-scheduled days under this Article. The Employee shall furnish proof of death upon request of the Employer.

ARTICLE 20 EMPLOYEE BENEFITS

20.01 The Employer will pay one hundred percent (100%) of the premiums required to continue the current benefit package provided to the fixed hours employee.

ARTICLE 21 CLASSIFICATION AND WAGES

21.01 Employees shall be paid in accordance with the salaries set forth in Appendix "A".

21.02 The Employer will establish and maintain during the life of this Agreement the classification system contained in Appendix "A".

21.03 Pay cheques and/or pay stubs shall be made available biweekly by 12:00 noon, on Thursday.

ARTICLE 22 UNIFORMS AND SPECIAL ALLOWANCES

22.01 The Employer shall pay the full cost for two (2) uniform shirts, photo ID, security access card and name card. Employees shall provide the remainder of their clothing in accordance with the Employer's dress code.

22.02 The Employer shall continue its current employee product purchase discount policy when discounts are available.

ARTICLE 23 NOTICES

23.01 Any notice in writing which either party desires to give the other shall be given by either registered mail, postage prepaid, or telefax addressed as follows:

To the Employer
Ambassador Duty Free Management Services

To the Union
The Ontario Public Service Employees Union

c.o.b. as The Ambassador Duty Free Store
707 Patricia Street
Windsor, Ontario N9B 3B8
Fax: (519) 977-7811

3005 Marentette Ave Suite 130
Windsor, Ontario N8X 4G1
Fax: (519) 977-7553

ARTICLE 24 NEGOTIATING COSTS

- 24.01 The parties agree that the cost of the meeting rooms(s) used for direct negotiations shall be equally shared by the Employer and the Union.
- 24.02 The location of meeting premises shall be mutually agreed upon, in advance of negotiation meetings.

ARTICLE 25 UNION –MANAGEMENT COMMITTEE

- 25.01 The Union and the Employer recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for the Union and Management to utilize other avenues for communications, the parties agree to establish a Union-Management Committee. On the request of either party, the committee will meet at times which are mutually agreeable to discuss an agenda containing items submitted by either side at least five (5) days in advance of the date of meeting. The purpose of such meetings is not to discuss grievances.
- 25.02 The committee is intended to be an open forum wherein matters of mutual concern and interest can be freely and candidly discussed, with a view to exploring possible solutions which are acceptable and beneficial to the employees, the Employer and the Union.
- 25.03 The parties understand and agree that the Union-Management Committee is limited to serving as a vehicle for joint discussion and consultation, and is in no way intended to limit or restrict the rights reserved to the parties by this Agreement; nor is the committee intended to take the place of normal communications between employees and management, nor to serve as a supplement or alternative to the provisions of this Agreement for settlement of differences, nor to interfere with or attempt to renegotiate any provision of this Agreement.

ARTICLE 26 TERM OF AGREEMENT

- 26.01 This Agreement shall become effective as of **September 24, 2005** and shall continue in full force and effect until **April 17, 2010** and shall continue thereafter for the annual periods of one (1) year unless either party notifies the other in writing of its desire to amend or modify the Agreement in accordance with the Ontario Labour Relations Act. Notwithstanding the term set out above the parties agree that, effective April 17, 2003, the Union will be permitted to make any

proposals it wishes with respect to the collective agreement except proposals with respect to the issues referenced in Article 2 of the collective agreement. Except for the matters set out in Article 2 such proposals shall be subject to negotiation in accordance with the provisions set out for collective bargaining under the Ontario Labour Relations Act including the right to strike or lock-out.

This Agreement is witnessed and hereby agreed as follows:

This Agreement has been signed in the City of Windsor on the _____ day of _____ 2007.

For the Employer:

For the Union:

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATION</u>	<u>EMPLOYEE SENIORITY</u>		
	At Hire	3 Months	6 Months
Student Employee* April 17, 2005	\$10.00	----	----
Fixed Hours Employees	\$10.60	\$11.10	\$11.60

* Student employees who completed twelve (12) months of employment and leave the Employer after April 6, 2000 will receive a lump sum payment of three hundred dollars (\$300.00), less required statutory deductions, upon departure.

The employer agrees to forward a cheque made payable to OPSEU within ten (10) days of the date of ratification a signing bonus of \$49000.00 to be distributed at its discretion.

LETTERS OF UNDERSTANDING

CASH SHORTAGE POLICY

The Union agrees it shall not file a policy grievance to contest the Employer's Cash Shortage Policy. This agreement shall be without prejudice only as it relates to the shortages of individual employees, including the manner in which such shortages were determined, and its right to file grievances on behalf of employees who have been disciplined or penalized under the above mentioned policy. The levels and penalties applicable under this policy shall not be subject of a grievance.

LUMP SUM PAYMENT

All employees of the Employer, employed as of April 6, 2000 will receive a lump sum payment of seven hundred and fifty dollars (\$ 750.00), less required statutory deduction. Such payments will be made within thirty (30) calendar days of the date of ratification.

Persons who left the employ of the Employer between October 17, 1999 and April 5, 2000 and who had completed at least three (3) months of service at the time of departure shall be eligible for a lump sum payment of three hundred dollars (\$300.00), less required statutory deductions. The Employer will send a letter by regular mail to the last known address of employees who had completed at least three (3) months of service and left the employ of the Employer between October 17, 1999 and April 5, 2000 by May 1, 2000. The Union will be provided with copies of all such letters. As well, the Union Committee will post notices of the payment at the University of Windsor. In order to qualify for payment, former employees must respond prior to June 1, 2000. Such payments will be made within thirty (30) calendar days of the date of response.

STOOLS

The Employer will not alter its current practice with respect to stools.

SWITCHING SHIFTS

The Employer will not alter its current practice with respect to switching shifts.

HOURS OF WORK

The Employer agrees not to schedule student employees on a twelve (12) hour shift, Monday to Friday, during the fall and winter school semester unless the student employee agrees to same.

If a student employee wants to work twelve (12) hour shifts during the time period referenced above, he/she shall provide the Employer with their written consent at the commencement of the fall and/or winter school semester. Said consent shall continue and be effective until the end of the semester.

The Employer will allow these employees to switch shifts for a period of twelve (12) or six (6) hours subject to approval.

Renewed this ____ day of _____ 2007 in the City of Windsor.

For the Employer;

For the Union;

