

HIGHLIGHTS OF TENTATIVE AGREEMENT

BETWEEN

**UNIFOR
AND ITS LOCAL 199**

AND

COMPLEX SERVICES INC.

We are signing an extension to the current collective agreement through a Memorandum of Settlement and are distributing this through mail and email because it is not safe for us to meet as a group.

Normally we would call a meeting and address questions and will still do that by you reaching out to your committee and Local Union. We have checked with our Constitutional Department and they have verified we have the ability to sign an extension on your behalf.

THE BARGAINING COMMITTEE, LOCAL UNION, AND NATIONAL UNION FULLY SUPPORT THIS MEMORANDUM OF SETTLEMENT AND HOPE YOU ALL STAY SAFE AND WELL IN THIS UNPRECEDENTED EMERGENCY WE FIND OURSELVES IN.

In solidarity,

On behalf of your Unifor Local 199 Complex Services Bargaining Committee:

Pat Langdon Chairperson
Dean Conrad, Committeeperson
Jim Bradley, Committeeperson
Christine Rittenhouse, Committeeperson
Greg Brady, President Local 199
John Hockey, National Representative
Jim Woods, Director Hospitality and Gaming
Deb Tveit, Assistant to the President

MEMORANDUM of SETTLEMENT

Complex Services Inc.

One Year Extension to the current Collective Agreement. In the midst of the current Pandemic, your Bargaining Committee, Local Union and National Union have been working hard to secure a settlement that will allow this membership to move forward. In our position of bargaining with a closed site, we were able to bargain a settlement that allows the economy to re-emerge from this Emergency Closure. Our new expiry date will be March 28th, 2021.

We were able to secure a “ME TOO” on any wage increases and Performance Bonus provided to the hourly non-union workforce at our two sites. This was incredibly important for us to secure, as the employer was not willing to commit to wage or bonus increases while the site is idled. Getting a “ME TOO” will allow us to move forward a year from now when we bargain, and not have to focus on catching up to any monies dispersed to the hourly non-union workforce.

The Employer will provide Health Care benefits for the duration of the Emergency Closure, which is a big relief for those needing lifesaving prescriptions. Our benefits would have expired April 30th, 2020 without securing this negotiated settlement.

The NFEC Event Security will now be part of our bargaining unit and allow us to bargain for this group in the next round of bargaining.

In order to secure this negotiated settlement we had to agree to drop our grievances we filed on the Dual Supervisors doing Bargaining Unit work. We agreed to withdraw on a without prejudice/precedent basis, all grievances filed relating to work of the Bargaining Unit/Duals/Supervisors arising since the government-mandated closure on March 16th, 2020, and shall not file any new grievance(s) relating to the same issue(s) in respect of the closure.

We had National Staff analyse the grievances and the current language. There is a Notwithstanding component to Article 2 which states “For the purposes of clarity, Dual Rate Supervisors are excluded from the Bargaining Unit. Notwithstanding any other provisions of the Collective Agreement, Dual Rated Supervisors may be assigned to perform Security Officer duties in a Security Officer uniform when not acting as a Supervisor.” Article 28 bars those excluded from the Bargaining Unit from doing our work.

The Notwithstanding element of Article 2 means this does not apply to Dual Supervisors that have been currently doing Bargaining Unit work from any restrictions to their entitlement to work. Notwithstanding means in spite of, so if the Union would have a different understanding of this clause and its meaning, it would have to be in writing as an agreed statement signed by both the Union and the Employer to present to an Arbitrator to persuade their opinion towards our interpretation. We do not have that signed Agreement nor did we ever envision the scenario we are in now. Even if we can get the case to arbitration in a very short time, it would take more than one day of hearings because we would have to present negotiating history, through testimony supported by documentary evidence of those that originally bargained this language

many years ago. It is very likely we will be back at the table before this would be decided.

If we do not reach an extension, the employer will initiate a "No Board" from the Ministry of Labour that will allow either side to initiate a Lockout or a Strike. The Union is in no position to initiate a strike and the Employer would probably not be affected by a lockout of our members during the Emergency shutdown. If our members are locked out or on strike they will not only lose their Health Care Benefits, which the extension provides, but they will not qualify for the Canada Emergency Response Benefit (CERB). If the Emergency Closure extends past the 16 weeks that CERB will be provided, if still locked out, our members will not qualify for Employment Insurance Benefits at that time either. Obviously, the low odds on winning the grievance would not be worth the high risk of losing an income and benefit stream when we need it the most.

MEMORANDUM of SETTLEMENT
On all issues regarding negotiations for a renewal Collective Agreement

B E T W E E N:

UNIFOR

(the "Union")

- and -

Complex Services Inc.
c.o.b. as Casino Niagara and Niagara Fallsview Casino Resort
(the "Employer")

1. The parties agree to enter into a new Collective Agreement ("Agreement") which shall expire on March 28, 2021. The parties agree that the Agreement shall contain all of the provisions of the previous Collective Agreement which commenced on April 1, 2017, as amended by the attached items which have been agreed upon in negotiations: Appendix 1 – Agreed Items.
2. The parties agree to the terms of this Memorandum of Settlement ("Memorandum") and to the attached Appendix as constituting full settlement of all issues and proposals between the parties with respect to the renewal of the Agreement between them. All other proposals are withdrawn.
3. The undersigned and all members of the Negotiating Committees do hereby unanimously recommend complete acceptance of all of the terms of this Memorandum to their respective principals and each person will speak publicly in full support of same.
4. The effective date of all provisions or terms of this Memorandum and the Agreement shall be April 1, 2020.
5. The Union shall forthwith withdraw, on a without prejudice/precedent basis, all grievances filed relating to work of the Bargaining Unit/Duals/Supervisors arising since the government-mandated closure on March 16, 2020, and shall not file any new grievance(s) relating to the same issue(s) in respect of the closure.
6. Notwithstanding Article 14.04, on a without prejudice/precedent basis the Employer will maintain Healthcare and Dental benefits for those Bargaining Unit employees on layoff during the current government-mandated closure.
7. The Union and the Employer confirm that there are no outstanding Unfair Labour Practice Complaints made alleging wrongdoing on the part of either party or its agents related to the bargaining of this Agreement, and each agree that they will make no further allegations involving Employer or Union actions known or that ought reasonably to have been known up to the date of signing of this Memorandum.

8. The Employer shall pay all costs for meeting rooms used for bargaining the Agreement.

Signed at Niagara Falls, Ontario this day of April, 2020.

Appendix 1 – Agreed Items

Wages

The Employer agrees to a "me too" for any across the board wage increase provided to hourly non-union direct gaming employees that takes effect on or before March 31, 2021.

Performance Bonus

The Employer agrees to a "me too" for any across the board performance bonus provided to hourly non-union direct gaming employees that is paid on or before March 31, 2021.

NFEC Event Security

The following is added as Schedule 'B' to the Agreement:

SCHEDULE 'B' — EVENT SECURITY EMPLOYEES

- (1) Event Security 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) An Event Security employee will work as a Security Officer in the Niagara Falls Entertainment Centre (NFEC) during performances, including the set-up and load-out of the show. Event Security may also be assigned to perform traffic control duties at the NFEC, in the Fallsview parking garage and around the surrounding areas of the properties. There is no guarantee of hours to be worked.
- (3) Event Security employees are required to obtain and maintain a Security Guard license in accordance with the *Private Security and Investigative Services Act* but are not required to obtain or maintain employee registration under the *Gaming Control Act* unless they voluntarily elect to work shifts as a Casino Security officer in accordance with paragraph (7) below.
- (4) 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.

- (5) The Union will be provided with a list of all Event Security employees with term dates not later than two (2) weeks after the commencement of employment of any new Event Security employee.
- (6) Event Security employees will be considered for vacant Temporary Casino employee job positions under Schedule 'A', before the Employer posts externally.
- Event Security employees will retain their service if hired as a Casino Security employee.
- (7) Event Security employees interested in working extra shifts as a Casino Security employee may do so under the following conditions;
- a. The employee must submit a written request, approved by the Employer,
 - b. The employee must obtain and maintain valid employee registration under the *Gaming Control Act* (the costs of which will be reimbursed by the Employer),
 - c. The employee must successfully complete all casino security training requirements,
 - d. All shifts/hours worked must be approved/assigned by the Employer,
 - e. If there are performance concerns, the Employer reserves the right to discontinue the employee's eligibility for casino security assignments,
 - f. The employee will be paid the Temporary Employee wage rate (80%) while working in this capacity
- (8) The Employer agrees not to assign Casino Security shifts to Event Security employees unless all Part-Time and Temporary Casino Security employees have first been given the opportunity to work the required shifts.
- Casino Security shifts will not be assigned to Event Security employees while Casino Security employees are laid-off and on the recall list.
- (9) Event Security employees will be covered by Article 1 (Purpose), Article 4 (Management Rights), Article 6 (Union Representation), Article 5 (Dues Deduction), Article 7 (Occupational Health and Safety), Article 18 (Personnel File Access) and Article 21 (Paid Holidays). The grievance and arbitration provisions of the agreement apply to Event Security employees as if they were probationary employees under the agreement.
- (10) The hourly rate of pay for Event Security employees will be 70% of the Casino Security job rate. Event Security employees will receive vacation pay in addition to this amount.
- (11) A full-time or part-time casino security employee may request to transfer into an Event Security position by providing the employer with notice in writing. This request will be approved subject to operational needs. If the employer intends to backfill the full-time casino security vacancy, the position will be filled pursuant to Article 13.