

COLLECTIVE AGREEMENT

Between

**Hastings Entertainment Inc.
at Hastings Racecourse
("Employer")**

and

**UNITE HERE, Local 40
("Union")**

January 1st, 2011 to June 30, 2016

Table of Contents

Article 1	.....	7
1.01	Purpose	7
1.02	Management Rights.....	7
1.03	Sole and Exclusive Bargaining Agent.....	7
Article 2: Union Recognition	.....	7
2.01	Authorization of Check-Off.....	7
2.02	Condition of Employment	7
2.03	Fees.....	7
2.04	Remittance of Deductions	8
2.05	Exemptions	8
2.06	Temporary Help.....	8
2.07	Change in Union Dues.....	8
2.08	Successorship.....	8
2.09	Contracting Out	9
Article 3: Work Interruption Prohibited	.....	9
Article 4: Business Representatives, Job Stewards and Personnel Files	.....	9
4.01	Union Investigation of the Standing of Employees' Conditions.....	9
4.02	Use of Services, Products and Other Materials	10
4.03	Job Stewards.....	10
4.04	Personnel Files.....	10
Article 5: Wage Scale	.....	10
5.01	Hourly Rates.....	10
5.02	.....	11
5.03	Working in a Different Classification	11
ARTICLE 6: Definition of Employment Category, Hours of Work, Overtime, Scheduling and Reporting	.....	11
6.01	Definition of Employment.....	11

6.02	Normal Straight Time Hours of Work.....	13
6.03	Pay for Overtime	14
6.04	Fifteen-Minute Increments	14
6.05	Scheduling of Overtime.....	14
6.06	Scheduling	14
6.07	Change of Work Schedule.....	14
6.09	Designated Break Areas	15
6.10	Rest Periods	15
6.11	Attendance Required	15
6.12	Employee Who Fails to Report	15
6.13	Notice of Absence	16
6.14	Employee's Responsibility: Work Start Time.....	16
6.15	Minimum Paid Hours of Work.....	16
ARTICLE 7: Liquor Violations		16
7.01	.....	16
ARTICLE 8: Vacation Pay Entitlement.....		17
8.01	Vacation Pay for Part-time and Casual Employees.....	17
8.02	Annual Vacations for Regular Employees	17
8.03	Credit for Calculating Vacation Pay.....	17
8.04	Vacation Scheduling.....	18
ARTICLE 9: Statutory Holidays.....		18
9.01	.....	18
9.02	Other General Holidays Proclaimed.....	18
9.03	Pay for Statutory Holiday	18
9.04	Formula for Statutory Holiday Pay	19
9.05	Statutory Holidays Falling on Non-Working Days	19
ARTICLE 10: General		20
10.01	No Individual Agreement	20
10.02	Gender Neutral	20

10.03	Cafeteria Discount	20
10.04	Returning from WorkSafeBC Claim	20
10.05	Working House Rules.....	20
10.06	Management Performing Work	20
10.07	Union Button	21
ARTICLE 11:	Notice of Termination	21
11.01	Resignation	21
11.02	Employee Notice or Severance Pay.....	21
11.03	Discipline or Discharge for Just Cause.....	21
ARTICLE 12:	Probationary Employees	21
12.01	Period of Probation.....	21
12.02	Dismissal	21
12.03	Employment Status.....	22
12.04	Rehire.....	22
12.05	Rate of Pay.....	22
ARTICLE 13:	Job Postings.....	22
13.01	Posting Period.....	22
13.02	Qualifications.....	22
13.03	Trial Period	22
13.04	Return to Former Job.....	23
13.05	Restriction.....	23
13.06	Temporary Vacancies	23
13.07	New Classification.....	23
ARTICLE 14:	Seniority, Seniority Lists and Loss of Seniority	23
14.01	Definition of Seniority	23
14.02	Calculation of Seniority Credits	23
14.03	Definition of Classification and Departmental Seniority	24
14.04	Service Credit	24
14.05	Seniority Lists.....	24

14.06	Loss of Seniority	25
14.07	Termination Due to Non-Availability	26
14.08	Termination Due to Refusal	26
ARTICLE 15: Technological Change		26
15.01	.....	26
15.02	Definition.....	26
15.03	Termination of Five or More Regular Employees.....	26
15.04	Retraining and Bumping.....	26
15.05	Alternatives.....	27
15.06	Calculation of Severance Pay	27
15.07	Non-Eligibility	27
ARTICLE 16: Leave of Absence and Lay-off & Recall		27
16.01	Request and Reply	27
16.02	Non-Accumulation of Seniority	28
16.03	Loss of Right to Claim Seniority	28
16.04	Injury	28
16.05	Requirement for Medical Certification.....	28
16.06	Union Leave	28
16.07	Maternity/Parental Leave	28
16.08	Bereavement Leave	29
16.09	Lay-Off and Recall	29
16.10	Determination of Order of Lay-Off.....	29
ARTICLE 17: Labour/Management Committee.....		29
17.01	Purpose	29
17.02	Time, Place and Agenda.....	30
17.03	Nature of Discussions.....	30
17.04	Attending During Work Period	30
ARTICLE 18: Sexual and Personal Harassment.....		30
18.01	Prohibition against Sexual and Personal Harassment.....	30

ARTICLE 19: Grievance Procedure	33
19.01	33
19.02	33
19.03	33
19.04	33
19.05	34
ARTICLE 20: Arbitration	34
20.01 Single Arbitrator	34
ARTICLE 21: Duration of Agreement	35
21.01	35
21.02	35
21.03	35
21.04	36
APPENDIX "A"	37
LETTER OF UNDERSTANDING #1	39
LETTER OF UNDERSTANDING #2	40
LETTER OF UNDERSTANDING #3	43
LETTER OF UNDERSTANDING #4	44
LETTER OF UNDERSTANDING #5	45
LETTER OF UNDERSTANDING #6	47

Article 1

1.01 Purpose

The purpose of this agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of parties of this agreement.

1.02 Management Rights

The Union acknowledges that the entire management of the operation and the direction of the working forces is vested exclusively in the Employer. The Union shall not in any way interfere with these rights. The Employer in exercising its rights will observe the provisions of this Agreement and will treat all employees in a nondiscriminatory manner.

1.03 Sole and Exclusive Bargaining Agent

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued under the Labour Relations Board or recognized by the parties and in the case where the operation of the Racetrack relocates, this Agreement shall cover all employees as mentioned in the certification anywhere in the Province of British Columbia.

Article 2: Union Recognition

2.01 Authorization of Check-Off

All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.

2.02 Condition of Employment

As a condition of employment a new employee shall be required to become a member of the union within thirty (30) days after the date of his/her employment.

2.03 Fees

- (a) The Employer agrees to deduct union dues from Employee wages upon receipt of an authorization signed by the Employee. Such authorization is to be signed and completed on commencement of employment. Authorization cards will be supplied by the Union.
- (b) The Employer agrees to deduct from the Employee wages upon receipt of an authorization signed by Employee initiation fees, fines, assessments and arrears.

2.04 Remittance of Deductions

- (a) The Employer agrees to remit all deductions as set out in Article 2.03(a) to the Union by the fifteenth (15) day of the month following deductions.
- (b) The Employer agrees to remit all deductions as set out in Article 2.03(b) to the Union. The Union will periodically send the Employer a list of all deductions to be deducted from Employee wages and paid to the Union. The Employer will remit these deductions to the Union as soon as possible.
- (c) The Employer agrees to provide the Union with the following information for all employees at the time of remittance: employee name, social insurance number, address, telephone number, classification, department, current wage rate, and date of hire. This information shall be provided to the Union in an Excel spreadsheet, or in such other electronic format as may be mutually agreeable.

2.05 Exemptions

It is agreed and understood that the following job classification employees are exempt from the bargaining union: Supervisors, people above the rank of Supervisor, Chef, including production, Sous and Executive Chef, and office and sales staff.

2.06 Temporary Help

The Union agrees that the Employer may hire and employ help who are not members of the Union for a period of 30 working days, providing the Union is informed of such an employee within a reasonable time by the Employer. If such an employee is retained, he/she shall, as a condition of employment, make application for membership to the Local Union and pay initiation fee and dues collectable hereunder.

2.07 Change in Union Dues

Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changes by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days notice in advance on the implementation date of any change in deductions pursuant to this Article.

2.08 Successorship

This agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, merged, leased, transferred, or taken over by sale, merger, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by any of the Employees covered herein or any of the functions falling within the scope of bargaining

unit work, such operations shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

2.09 Contracting Out

The Employer will not contract out any work performed by member(s) of the Bargaining Unit, where such contracting out would result in layoff, reduction in pay rate, or change in employment status of member, either immediately or at any time in the future.

Article 3: Work Interruption Prohibited

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

Article 4: Business Representatives, Job Stewards and Personnel Files

4.01 Union Investigation of the Standing of Employees' Conditions

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced and shall have access to the Employer's premises during normal working hours by obtaining the permission of Management. The Employer is entitled to require an individual to substantiate that the person is an authorized representative of the Union.
- (b) The Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.
- (e) The Union agrees that employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer. Permission to hold such meetings shall not be unreasonably refused. Discussion during rest periods and/or meal breaks shall not constitute a violation of this section.

4.02 Use of Services, Products and Other Materials

The Employer undertakes, wherever possible, all things being equal, to use services, products and other materials necessary to the proper functioning of his/her establishment, manufactured and produced under fair labour conditions.

4.03 Job Stewards

- (a) The Union shall notify the Company, in writing of the names of the employees who will act as Job Stewards. Each Job Steward shall represent Union members by reference to specific work areas and/or locations.
- (b) The duties of the Job Steward shall be to assist in the reporting and resolution of all grievances as well as posting of Union bulletins and/or notices.
- (c) The Job Steward, in carrying out his/her duties as defined in (b) above, shall do so in a reasonable manner that will not interfere with the operation of the business. Job Stewards can carry out their duties without loss of pay during regular work hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular hours will not be paid for by the Employer. Before carrying out such duties, the Job Steward will first obtain permission from his/her supervisor. Such permission shall not be unreasonably withheld. Job Stewards shall not be unjustly disciplined for carrying out their duties.

4.04 Personnel Files

- (a) Upon written request, the personnel file of each employee covered by this collective agreement will be made available, within five (5) calendar days, at a mutually agreed time, for examination by the Employee, and, if the Employee desires, his/her Union Representative.
- (b) Effective the date of ratification of this agreement any verbal or written warning, covering any matter other than sexual or personal harassment, theft, breach of trust, or acts of violence, that has been placed on the file of an employee, will subsequently be removed from his/her file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional discipline penalty of any kind.

Article 5: Wage Scale

5.01 Hourly Rates

The parties mutually agree that the hourly rates shall be set out in Appendix "A", which is hereby made part of this agreement.

5.02

The parties agree that the wage scales shown in Appendix "A" will be the minimum and does not prevent the Employer from paying a higher hourly rate if the Employer so desires.

5.03 Working in a Different Classification

- (a) An employee assigned temporarily to replace another employee in a different classification from their own, shall be paid at the rate of pay for the job the employee is temporarily replacing for the time so worked.
- (b) A "different classification" means one of the classifications set out in Article 14.03.

ARTICLE 6: Definition of Employment Category, Hours of Work, Overtime, Scheduling and Reporting

6.01 Definition of Employment

All Employees shall fall within one (1) of the categories listed below:

(A) Regular Employee

- (i) A Regular Employee is defined as an employee who is scheduled to work a minimum of four (4) days per week year-round (i.e. fifty-two (52) weeks per calendar year) up to forty (40) hours per week, and more than one thousand (1000) hours per calendar year. An employee within this category should not have any restrictions to his/her availability except as outlined in (iii) below.
- (ii) If a Regular Employee changes to the degree that he/she no longer meets the definition of a Regular Employee, then said employee will have his/her employment category changed to (B) or (C) below within one (1) calendar month.
- (iii) A Regular Employee may be permitted to restrict his/her availability on a seasonal basis for no more than one (1) day per week as follows:

Racing Season

- (a) At least four (4) weeks prior to the first scheduled live race day, a Regular Employee may request to restrict his/her availability for no more than one (1) day per week in writing to management;

- (b) Subject to management's approval, said restricted availability will govern all scheduling from the first scheduled live race day up to and including the final scheduled live race day.

Non-Racing Season

- (c) At least four (4) weeks prior to the last day of scheduled live racing season a Regular Employee may request to restrict his/her availability for no more than one (1) day per week in writing to management;
- (d) Subject to management's approval, said restricted availability will govern all scheduling for the duration of the non-racing season up to and including the day prior to the first scheduled live race day.

(B) Part – time Employee

- (i) A Part-time Employee is defined as an employee who works less days and hours than a Regular Employee and who must be available to work on each event when required, unless excused, including scheduled live race days.
- (ii) If a Part-time Employee changes to the degree that he/she no longer meets the definition of a Part-time Employee, then said employee will have his/her employment category changed to (C) below within one (1) calendar month.
- (iii) A Part-time Employee may be permitted to restrict his/her availability on a seasonal basis, with the exception of all scheduled live race days, for no more than three (3) days per week as follows:

Racing Season

- (a) At least four (4) weeks prior to the first scheduled live race day, a Part-time Employee may request to restrict his/her availability for no more than three (3) days per week in writing to management;
- (b) Subject to management's approval, said restricted availability will govern all scheduling from the first scheduled live race day up to and including the final scheduled live race day.

Non-Racing Season

- (c) At least four (4) weeks prior to the last day of scheduled live racing season, a Part-time Employee may request to restrict his/her availability for no more than three (3) days per week in writing to management;
- (d) Subject to management's approval, said restricted availability will govern all scheduling for the duration of the non-racing season up to and including the day prior to the first scheduled live race day.

(C) Casual Employee

- (i) A Casual Employee is defined as an employee who does not fall into (A) or (B) above and can restrict his/her availability for work. An employee falling into this category must be available to work a minimum of two (2) shifts per calendar week during scheduled live race dates as required by the Employer.
- (ii) Casual Employees may apply, in writing, once per calendar year to restrict their availability. This written request must be received at least four (4) weeks prior to the first scheduled live race day. A Casual Employee may remove his/her restrictions, whole or in part, at any time during the calendar year by providing a minimum of fourteen (14) calendar days advance notice to management. If a Casual Employee removes all restrictions, his/her definition of employment category may change as per this Article.

(D) For the purposes of this Article:

- (i) Partial availability on a given day will count as a restriction towards the employee's maximum restriction allotment.
- (ii) Restricted availability includes:
 - (a) A full calendar day, or
 - (b) A day shift (any shift with a finishing time at or before 6:00pm), or
 - (c) A night shift (any shift with a starting time of 4:00pm or later)

6.02 Normal Straight Time Hours of Work

The normal straight time hours worked assigned by the Employer shall conform with the following guidelines:

- (i) not more than eight (8) hours in any one (1) day;
- (ii) not more than five (5) working days in a calendar week; the calendar week being defined as from Sunday to Saturday
- (iii) not more than forty (40) hours in any five (5) working day period.

6.03 Pay for Overtime

Any time worked in excess of eight (8) hours in any one (1) day shall be considered overtime and paid at the rate of one and one-half (1 ½) times for the first two (2) hour and two (2) times thereafter.

6.04 Fifteen-Minute Increments

All employees who work past an exact hour will be paid in fifteen (15) minute increments rounded up.

6.05 Scheduling of Overtime

The Employer shall not be required to schedule any overtime where other employees in the same classification are available to work. When scheduled overtime is required, it will be scheduled in seniority order within the classification unless there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of the employee's shift.

6.06 Scheduling

- (a) The Employer will schedule as per the following: The Employer will start with the most senior employee in his/her classification before moving down the list until the required available work has been scheduled for Regular Employees. Part-time Employees (not necessarily the first shift of the day) will then be scheduled in order of seniority in their respective classifications thereafter. After the regular and part-time lists have been exhausted, Casual Employees will be scheduled at the Employer's discretion.
- (b) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer shall, where practicable, first build and maintain shifts (exclusive of the unpaid meal break) of 8, 7, 6, 5 or 4 hours. Wherever possible, all eight (8) hour shifts will be scheduled before seven (7) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.

6.07 Change of Work Schedule

- (a) There shall be at any given time a two (2) week schedule in a conspicuous place specifying the name and classification of each employee scheduled to work and

the starting and finishing time of each employee, and the Employer shall keep the schedule up to date;

- (b) The Employer shall post the two (2) week schedule on a weekly basis every Thursday. It is recognized that there may be changes made to the existing posted schedule in any given week. It is the employee's responsibility to check the posted work schedule for any changes;
- (c) Any changes must be approved by a manager and initialed. If a change is made within forty-eight (48) hours of a scheduled shift an employee affected will be notified;
- (d) Notification means either in person, calling the employee's registered phone number or notification by email.

6.08 Meal Breaks

Employees working a shift of more than five (5) hours must take a minimum of one-half (1/2) hour unpaid meal break and the scheduling and duration of the meal break shall be at the Employer's discretion. Any employee required to work during their meal breaks shall be paid at their regular rate for such time worked.

6.09 Designated Break Areas

Employees may take their meal breaks and rest breaks in one of the designated areas.

6.10 Rest Periods

Rest periods are part of the employee's assigned hours of work and the rest periods are scheduled at the discretion of the Employer and the time is paid for by the Employer. Rest periods shall not exceed a total of fifteen (15) minutes. If an employee is unable to receive a rest period at the direction of Management, the employee will receive pay in lieu.

6.11 Attendance Required

Should there be a requirement for more employees in attendance than are available, attendance will be required in reverse seniority order, within the classification, except where employees have been granted a leave of absence.

6.12 Employee Who Fails to Report

If any Employee fails to report to work a shift, after they have been scheduled or as per Article 6.11 above, he/she will be considered to be absent without leave and shall have their seniority rights suspended immediately. The Employee will lose his/her seniority rights six (6) working days thereafter, unless the Employer receives written evidence from the Employee that the absence was caused by sickness, accident or other approved

circumstance in which event the Employee shall be granted leave of absence and his/her seniority rights reinstated.

If a doctor's note is presented by an employee as proof of sickness or accident, upon presentation of the doctor's note and a receipt for payment of same, the expense of the doctor's note shall be reimbursed to the employee by the Employer through the payroll to a maximum of \$25.00.

6.13 Notice of Absence

Any employee who is going to be absent from employment due to sickness or accident for a period of one (1) shift is expected to notify his/her department head as soon as possible but not later than four (4) hours prior to check-in time.

6.14 Employee's Responsibility: Work Start Time

Employees shall be in their respective working locations, ready to commence work at their designated starting times and they shall not leave their working locations at times or in a manner inconsistent with the terms of this agreement.

6.15 Minimum Paid Hours of Work

Where for any reason an employee has been scheduled to work and has not been advised otherwise and that employee arrives at check-in point at work and the scheduled work for that day has been cancelled for whatever reason, each employee affected shall be paid for two (2) hours at their regular rate of pay. If the employee has commenced their shift when the cancellation occurs each affected employee shall be paid for four (4) hours at their regular rate of pay. It is further agreed that employees who are employed for four (4) hours or less shall receive pay for not less than four (4) hours.

When an employee is required to attend meetings or training sessions on days when they are not scheduled to work a regular shift, it is understood that the Employer will pay him/her a minimum of two (2) hours.

ARTICLE 7: Liquor Violations

7.01

No employee covered under the terms of this Agreement shall perform work or report for work under the influence of intoxicating liquors or other controlled substances. No employee shall have narcotics or any intoxicating liquors in his/her possession. Violation of this article and/or the policy of the Employer may result in disciplinary action up to termination.

ARTICLE 8: Vacation Pay Entitlement

8.01 Vacation Pay for Part-time and Casual Employees

Vacation pay will be paid to Part-time and Casual Employees as a percentage of earnings on each paycheque in accordance with Article 8.02 (a) of this agreement.

8.02 Annual Vacations for Regular Employees

Regular Employees shall receive annual vacations with pay based on years of continuous service with the Employer. For the purpose of calculating vacation entitlement, the vacation year is defined as from January 01 to December 31 in the following year. Vacation pay for Regular Employees shall be based on the previous year's gross earnings and shall be accrued in accordance with the following schedule:

- | (a) <u>Years of Continuous Service</u> | <u>Annual Vacation Pay</u> |
|---|-----------------------------------|
| 1 st year, (or part year) but
Less than 5 years | 10 working days – 4% |
| 5 years but less than 12 years | 15 working days – 6% |
| 12 years but less than 15 years | 20 working days – 8% |
| 15 years but less than 25 years | 25 working days – 10% |
| 25 years but less than 30 years | 30 working days – 12% |
| 30 years or more | 35 working days – 14% |
- (b) “Years of continuous service”, as used herein, shall be understood to mean completed years of continuous service with the same Employer as calculated as per Article 14.02.
- (c) “Gross earnings”, as used herein, shall be understood to mean total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

8.03 Credit for Calculating Vacation Pay

Credit for vacation purposes used in this Article shall be calculated as per Article 16.02.

8.04 Vacation Scheduling

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employee and the Employer.
- (b) Employees shall have preference according to seniority with respect to the scheduling of annual vacations within their department and classifications.
- (c) The Employer will provide each Regular Employee with a Vacation Request form which must be returned to the Employer by January 15th of each calendar year and the Employer will undertake to respond to these request forms no later than February 15th of each calendar year.
- (d) Applications filed after January 15th must be answered in writing within two (2) weeks from receipt of application, with vacations being granted on a first come first serve basis, subject to operational requirements. Applications for vacation time are to be in writing.

ARTICLE 9: Statutory Holidays

9.01

The Employer agrees to observe the following holidays which shall be considered to be Statutory Holidays:

New Years Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Easter Monday	Family Day

9.02 Other General Holidays Proclaimed

Any holiday proclaimed by the Federal Government or the Provincial Government of British Columbia shall be granted to Employees with the same conditions as a Statutory Holiday.

9.03 Pay for Statutory Holiday

- (a) Subject to restrictions set out in this Article, each Employee shall have a holiday on a day that is a Statutory Holiday and shall be paid his/her regular wage rate for such a holiday. In addition, seniority will accrue in the current classification.

- (b) A statutory holiday shall qualify as a shift worked for the purposes of section 14.02.

9.04 Formula for Statutory Holiday Pay

1. An employee who has completed thirty (30) calendar days of employment prior to the Statutory Holiday and has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday shall receive:
 - (a) If an Employee is not required to work on the Statutory Holiday, he/she shall receive the same amount as if the Employee had worked regular hours on the day off.
 - (b) If an Employee is required to work on the Statutory Holiday, he/she shall receive one and one-half (1½) times the Employee's regular wage for the time worked in addition, one (1) regular day's pay.
2. An Employee who has completed thirty (30) calendar days of employment prior to the Statutory Holiday but has not worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday shall receive:
 - (a) If an Employee is not required to work on the Statutory Holiday, he/she shall receive an amount equal to the previous thirty (30) calendar days' total wages, excluding overtime, divided by fifteen (15).
 - (b) If an Employee is required to work on the Statutory Holiday, he/she shall receive one and one-half (1½) times the Employee's regular wage for the time worked and in, addition, an amount equal to the previous thirty (30) calendar days' total wages, excluding overtime, divided by fifteen (15)
3. An Employee who has not completed thirty (30) calendar days of employment prior to the Statutory Holiday shall not be entitled to the Statutory Holiday pay as per this article, but shall be paid their regular wage for time worked.

9.05 Statutory Holidays Falling on Non-Working Days

When a Regular Employee qualified for a Statutory Holiday as outlined in this Article, and such holiday falls on a non-working day for the Employee, or during his/her annual vacation, the Employee shall with the agreement of the Employer, designate a working day that is not later than the next annual vacation of the Employee, and the day so designated shall be deemed to be the public holiday.

ARTICLE 10: General

10.01 No Individual Agreement

Neither the Employer nor an employee shall not enter into any individual agreement with any of the employees employed in the jurisdiction set out in this Agreement which will in any way conflict with the terms and conditions of this Agreement.

THEREFORE,

The Parties agree that the following individuals will receive an hourly premium over and above the scheduled wage rate as outlined below:

Joe Maida: Bartender, Hourly Premium of \$2.63
Ross Rankin: Bartender, Hourly Premium of \$0.97

10.02 Gender Neutral

It is agreed that all articles and clauses referred to in this collective agreement shall apply equally to both male and female employees.

10.03 Cafeteria Discount

All Employees are entitled to twenty-five percent (25%) off the cafeteria menu price.

10.04 Returning from WorkSafeBC Claim

In the case of an employee being off for sickness or accident that is covered by WorkSafeBC, when the said employee is declared physically able to resume his/her usual occupation by WorkSafeBC, the said employee shall be reinstated to his/her former position, if it is still in existence, with all rights and conditions which he/she formerly enjoyed. Should another position be available which the said employee has the skills and ability to perform, the Employer shall offer that position to the said employee.

10.05 Working House Rules

It is mutually agreed that the Employer may post working house rules and file a copy of it with the Union office before enforcing same.

10.06 Management Performing Work

Management may perform work ordinarily done by employees in the bargaining unit provided, however, that the performance of this work is not of such an extent as to bring the person doing it within the bargaining unit.

10.07 Union Button

The parties hereto agree that all Union employees are entitled to wear the Union button while on duty, but the manner in which such buttons are worn shall not detract from the style of the uniform or costume normally worn by the employee.

ARTICLE 11: Notice of Termination

11.01 Resignation

All Employees shall give the Employer reasonable notice of his/her resignation from employment.

11.02 Employee Notice or Severance Pay

The Employer shall give Regular Employee notice or severance pay in lieu of notice of termination of employment. Notice or severance pay in lieu of notice shall be in accordance with the following formula:

One (1) week notice or severance pay for every one (1) completed year of service to a maximum of eight (8) weeks notice or severance pay in lieu of notice.

11.03 Discipline or Discharge for Just Cause

The Employer can discipline or discharge an employee with no notice and no severance pay for just cause.

ARTICLE 12: Probationary Employees

12.01 Period of Probation

Every new employee shall be on probation until the completion of thirty-six (36) days actually worked by him or her for the Employer.

12.02 Dismissal

Probationary Employees shall be on trial to determine their suitability for employment. The Employer may dismiss a Probationary Employee if it does not find him/her suitable for employment. This is a lesser standard as provided for in Section 84 of the Labour Relations Code of British Columbia.

12.03 Employment Status

Employment status (as per article 6.01) commences only after the Employee has successfully completed his/her probationary period and his/her seniority dates from the commencement of his/her probationary period.

12.04 Rehire

Employees who are rehired by the Employer shall not be required to serve an additional probationary period provided they have not been absent for more than one (1) year.

12.05 Rate of Pay

Probationary employees hired will receive twenty-five percent (25%) less than the qualified rate for the first thirty-six (36) days worked and twelve and one-half percent (12.5%) for the next eighteen (18) days worked, after which the full rate will apply. Employees who present journeymen qualifications and who are hired into such positions may be paid twenty-five percent (25%) less than the qualified rate for eighteen (18) days worked. During the probationary period an employee who demonstrates a competence to assume the regular duties of the position for which he/she is qualifying, can be advanced through this period on assessment by the Department Head.

ARTICLE 13: Job Postings

13.01 Posting Period

Where the Employer decides to fill a job vacancy, or to create a new job, it will give present employees in every department every reasonable opportunity to apply. All new job postings (listing job title and wage rate), except those that are temporary, are to be posted outside the Food & Beverage office for a period not less than seven (7) working days. The Employer is not required to consider applicants submitted after the posting period has expired. A copy of all postings will be given to the Shop Chairperson.

13.02 Qualifications

Positions will be filled on the basis of the following factors:

Skill, experience, reliability, attitude, and ability to satisfactorily perform the full measure of the work required.

13.03 Trial Period

Any employee selected to fill a vacancy or a new job shall be on a trial period for the first thirty (30) days actually worked by the employee. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the job to the satisfaction of the Employer.

13.04 Return to Former Job

Should the employee be unable to satisfy the requirements of the job, or should he/she decide that he/she does not want to continue in the job, during the trial period as per Article 13.03, then the employee shall be returned to his/her former job at the wage rate he/she previously earned in the former job, plus, any increments to which he/she would have otherwise been entitled had he/she not been promoted. The Employer shall have the right to require all employees who change job positions to move back into the job positions and wage rates (plus any applicable increments) which they occupied previously.

13.05 Restriction

A successful applicant for a job posting may not apply for another posting involving a lateral or downward move until he/she has spent at least fifty (50) working days in the new job.

13.06 Temporary Vacancies

The Employer may fill temporary job vacancies by reassigning employees, recalling employees from layoff or by obtaining temporary help as needs and circumstances dictate, and without regard for the job posting provisions of this Agreement.

13.07 New Classification

If a new classification is created in the Bargaining Unit during the term of this collective agreement that is not specifically set out in the attached applicable Appendix of this Agreement, the Employer will advise the Union of such and the new classification shall be included in the schedule by mutual consent of both parties to this Agreement. The Employer will notify the Union as to the wage rate established by the Employer for the new classification and if the Union does not agree with the rate of pay the Union may invoke the grievance procedure as set out in this Agreement.

ARTICLE 14: Seniority, Seniority Lists and Loss of Seniority

14.01 Definition of Seniority

Seniority shall be defined as the length of continuous service with the Employer in years and/or part years based on all shifts worked.

14.02 Calculation of Seniority Credits

Employees shall receive seniority credit on the basis of total shifts worked pursuant to the following schedule:

- (i) 1 to 60 shifts worked each calendar year = 1/3 year

(ii) 61 to 105 shifts worked each calendar year = 2/3 year

(iii) over 105 shifts worked each calendar year = 1 year

14.03 Definition of Classification and Departmental Seniority

- (a) For the purpose of this agreement, "Classification Seniority" shall be defined as an employee's total number of shifts worked in his/her current classification within a particular department. Department shall be understood to mean those departments identified within this agreement.
- (b) Where an employee is regularly scheduled in different classifications and/or departments, the employee's seniority will accrue in the department and classification where most shifts are worked.
- (c) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee can elect which classification he/she will accrue seniority. Once that choice is made it cannot be altered.
- (d) For the purpose of this agreement, "departmental seniority" shall be defined as an employee's total length of continuous service within a particular department in the Employer's operation.

14.04 Service Credit

Any employee who transfers (i.e. job posting etc.) from one classification within a department to another classification and/or department pursuant to Article 15, shall retain accrued service credit (i.e. years of service) accumulated in the new classification and/or department for the purposes of calculating entitlements under the collective agreement except scheduling, job postings and layoffs, for which only the employee's present classification seniority shall be used. For employees hired in April 1994 who had worked to the end of the 1993 season with the prior Employer, Concessionaires Company, their prior seniority with Concessionaires will be recognized for the purposes of vacation entitlement, layoffs, recall and job posting procedures only.

14.05 Seniority Lists

- (a) The Employer agrees to post the seniority list on or before the first day of January, April and October in each year. The seniority list shall contain the following information:
 - i) the employee's name;
 - ii) the employee's original date of hire;

- iii) the employee's job classification;
 - iv) the date from which his/her classification seniority is calculated;
 - v) total number of shifts worked in current classification;
 - vi) years of accrued service credit;
- (b) New employees will be added to the seniority list upon commencement of employment.

14.06 Loss of Seniority

Seniority and employment shall terminate when an employee:

- (a) Quits for any reason;
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) Fails to report for work upon being given seven (7) calendar days notice of recall in accordance with the provisions of this clause. An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purpose of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights. The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or email;
- (d) Has been absent from work without just cause;
- (e) Has been absent due to layoff for more than twelve (12) calendar months;
- (f) Does not return to work on the date specified following an approved leave of absence. An employee must notify the Employer and receive an approved medical leave of absence to avoid loss of seniority as per this Article;
- (g) Has been absent due to sick leave for a time longer than twelve (12) calendar months;

If the Employer relocates their operation, (e) and (g) above shall be considered to read twenty-four (24) months.

14.07 Termination Due to Non-Availability

At the start of each calendar year, if an attempt has been made to contact a Part-time and/or Casual employee on at least three (3) occasions and either there was no response or the employee advised that he/she was unavailable to appear, then a registered or couriered letter shall be sent to the employee advising that one (1) final contact shall be attempted. If again the employee is unavailable or no contact is made, then he/she shall be considered terminated.

14.08 Termination Due to Refusal

If any Employee is asked to work three (3) times in a thirty (30) calendar day period and refuses, he/she may be terminated unless the absence is due to a bona fide sickness or accident. A doctor's certificate may be required.

ARTICLE 15: Technological Change

15.01

It is the purpose of this Article is to provide for technological change in accordance with Section 54 of the Labour Relations Code of British Columbia.

15.02 Definition

"Technological Change" shall be as defined in the Labour Relations Code.

15.03 Termination of Five or More Regular Employees

If the Employer introduces a technological change that will directly result in the termination of employment of five (5) or more Regular Employees:

- (a) The Employer will provide thirty (30) calendar days' notice to the Union;
- (b) The Employer will, upon request of the Union, meet to discuss the change;
- (c) The provisions of Article 15.04 and 15.05 shall apply.

15.04 Retraining and Bumping

Wherever practical, employees whose jobs are eliminated by technological change shall be eligible:

- (a) For retraining to equip them to operate new equipment or apply new methods. Such retraining will be provided by the Employer without cost to employees but must become capable of doing the new job within twenty (20) working days (or such longer periods as may be agreed to by the

Employer and the Union), failing which they may be terminated pursuant to severance pay provision in the Article 17.06; or

- (b) To bump the most junior remaining employee in the same or a lower classification, providing they presently have the necessary skill, experience, reliability, attitude and ability to do the full measure of work required.

15.05 Alternatives

In cases where retraining is not practical or where bumping rights cannot be exercised employee(s) shall elect:

- (a) Severance pay in accordance with Article 15.06; or
- (b) To be placed on the recall list.

15.06 Calculation of Severance Pay

In the event of any technological change causing a Regular employee to lose his/her employment, the Employer agrees to pay such employee severance pay at his/her regular pay according to the following scheduled:

One (1) week of severance pay for every one (year of completed service up to a maximum of (8) weeks severance pay.

15.07 Non-Eligibility

It is understood that employees laid off due to loss of markets, economic conditions, or depressed business conditions are not eligible for benefits under this article.

ARTICLE 16: Leave of Absence and Lay-off & Recall

16.01 Request and Reply

Any Employee covered by this collective agreement may request a leave of absence, with or without pay, for legitimate reasons. Requests for any leave of absence shall be made in writing on a form provided by the Employer and submitted to his/her Department Manager. The Employer's reply to the request for leave of absence will be given in writing within two (2) weeks of the request.

All general Leave of Absence requests must be submitted fourteen (14) calendar days prior to the first date the employee wishes to be absent.

16.02 Non-Accumulation of Seniority

A Regular employee shall retain but shall not accumulate seniority while on any leave of absence except as modified by this agreement unless that leave of absence is for union business as per this Article. A Part-time/Casual employee shall not accumulate seniority while on any leave of absence unless that leave of absence is for union business as per this Article.

16.03 Loss of Right to Claim Seniority

No employee shall have the right to claim seniority if he/she has been on a leave of absence in excess of three (3) months, except for union business.

16.04 Injury

Time off as the result of an injury which is proven to be work related shall be counted as time worked, provided a related claim is accepted by the Workers' Compensation Board.

16.05 Requirement for Medical Certification

Prior to reinstating the employee from an extended leave of absence, the Employer is entitled to require documentation from a physician certifying that the employee is physically able to resume the performance of duties.

16.06 Union Leave

- (a) An unpaid leave of absence shall be granted to any employee who is appointed or elected to a Union office for a period up to and including five (5) years. An employee who obtains such a leave shall return to his/her employment within thirty (30) calendar days after completion of his/her employment with the Union subject to Article 16.02 (a) of this agreement;
- (b) The Employer upon written notice from the Union shall grant up to five (5) working days leave of absence without pay, for one (1) employee from each department at any one time, to attend bona fide shop steward educational programs. Written notice shall be given at least fourteen (14) days prior to commencement of such leaves. Such leave of absences will not be granted on Live Race days. In instances where specialized shop steward training occurs on a Live Race day, permission shall not be unreasonably withheld.

16.07 Maternity/Parental Leave

Maternity/Parental Leave in accordance with current Employment Standards legislation or any amendments thereto, shall be counted as time worked.

16.08 Bereavement Leave

A Regular Employee, who has been scheduled to work, shall be entitled to Bereavement Leave in the case of death in the immediate family. The Employer will grant up to three (3) days of absence with pay. "Immediate family" shall mean spouse, common-law spouse, children, parents, brothers, sisters, parents of the spouse, and grandparents.

- (a) Common-law spouse shall be defined to mean a person who has lived with an employee as husband or wife for a period of at least two (2) years and is living with the employee at the time of death;
- (b) For the purpose of this clause, persons of the same sex who are cohabitants shall, at their option, be deemed to be spouses.

16.09 Lay-Off and Recall

Lay-offs which are anticipated to exceed three (3) working days and recalls after such lay-offs shall be based on the following factors:

- (a) Seniority;
- (b) Skill, ability, experience, attitude and reliability.

It is understood that where the qualifications referred to in the factor (b) above are relatively equal, factor (a) will govern. In the evaluation of factor (b), the Employer shall be the judge; provided, however, that if an employee believes that the Employer considered his/her skill, ability, experience, attitude and reliability in an arbitrary or discriminatory manner, he/she may file a grievance.

16.10 Determination of Order of Lay-Off

Classification seniority shall be used to determine the order of lay-off and recall within classification within a particular department.

ARTICLE 17: Labour/Management Committee

17.01 Purpose

A Labour/Management Committee shall be established consisting of a maximum of three (3) Representatives of the Union and a maximum of three (3) Representatives of the Employer. The Labour/Management Committee shall concern itself with matters of the following general nature:

- i) Considering of mutual problems with a view to providing a sound and harmonious relationship between the Employer and the Union;

- ii) Increasing operational efficiency by promoting cooperation between the Employer and its employees;
- iii) Improving service to the public;
- iv) Promoting education and training of the employees employed within the Bargaining Unit wishing to prepare themselves for transfer or promotion.

17.02 Time, Place and Agenda

The Labour/Management Committee shall meet at the request of either party at a time and place mutually satisfactory to both parties. It is assumed that both parties will develop regularly scheduled times for such meetings. Either party may, one (1) week in advance of the meeting, deliver to the other party those matters in writing to be discussed at the meeting.

17.03 Nature of Discussions

It is further mutually agreed and understood that the Labour/Management Committee does not form part of the grievance or arbitration procedures set forth in this Agreement, and no matter which is the subject of a grievance or arbitration shall in any event be the subject of discussion of this Committee.

17.04 Attending During Work Period

It is agreed that the Union Representatives of the Labour/Management Committee when required to attend during their work period will be granted a leave of absence with pay to so attend. Paid leave of absences to attend Labour Management meetings shall not exceed two (2) hours per meeting.

ARTICLE 18: Sexual and Personal Harassment

18.01 Prohibition against Sexual and Personal Harassment

- (a) The Employer recognizes the right of all Employees to work in an environment which is free of sexual and/or personal harassment. Accordingly the sexual and/or personal harassment of any employee is prohibited.

Definition of Sexual Harassment

- (b) Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault when any one or more of the following conditions are present:

- i) the conduct engaged in or the comment made by a person who knows or ought reasonably to know that the conduct or comment is unwanted or unwelcome;
- ii) the comment or conduct is accompanied by a reward or the express or implied promise of a reward for compliance;
- iii) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal for refusal to comply;
- iv) the conduct or comment is accompanied by the actual denial of opportunity or the express or implied threat of the denial of opportunity for failure to comply; or
- v) the conduct or comment is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Definition of Personal Harassment

- (c) Personal harassment means verbal or physical behavior that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - i) physical threats or intimidation;
 - ii) words, gestures, actions or practical jokes, the natural consequences of which is to humiliate, alarm or abuse another person;
 - iii) distribution or display of offensive pictures or materials.

To constitute harassment, behavior may be repeated or persistent or may be a single serious incident.

Resolution of Complaints of Sexual or Personal Harassment

- (d) In respect to complaints of sexual or personal harassment, the procedure outlined below shall be utilized to resolve complaints. The grievance procedure in Article 19 shall only be utilized where specified.
- i) An Employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing to either the Union, to any Manager or the Director of Human Resources within twenty-eight (28) calendar days of the most recent occurrence. Complaints of this nature shall be held in strict confidence by both the Union and the Employer. When a complaint has been received by either party, it will be forwarded to the other as soon as possible, but in no case later than three (3) working days.
 - ii) An alleged offender shall be given notice of such complaint under this clause and shall be given notice of, and be entitled to attend, participate in, and be represented at any hearing under this Article.
 - iii) Where either the complainant or the alleged offender is a member of the Bargaining Unit, the Employer and the Union will each appoint a representative to investigate the complaint. The two (2) investigators may, if appropriate, assist the complainant and the alleged offender to reach agreement on an appropriate resolution. Where such resolution is agreed upon by the complainant, the alleged offender, and both the Union and Employer investigators, it will be submitted in writing to the General Manager. In the absence of such a resolve, the investigators shall proceed with their inquiries and shall submit either a joint or separate report(s) to the General Manager within thirty (30) calendar days of the complaint being filed.
 - iv) The General Manager shall, within fifteen (15) calendar days of receipt of the report(s), render a decision on the appropriate action to resolve the issue. Such action may include but need not be limited to discipline, separation of the complainant and harasser, introduction of a program to raise awareness, etc. Where one of the Employees is to be transferred, it shall be the harasser who is transferred, unless the harassed Employee consents to be transferred. Where the allegation of harassment is found to be frivolous, vexatious or vindictive in nature, the General Manager may also undertake discipline or other action in respect to the complainant. Such action shall be for just cause and may be grieved pursuant to Article 19.

- v) Where either the complainant or the alleged harasser is not satisfied with the General Manager's decision, the complaint will, within thirty (30) days, be put before a panel consisting of a Union representative, an Employer representative and a mutually agreed upon chairperson; and the majority decision will be final and binding. This panel shall have the right to:
 - 1) dismiss the complaint;
 - 2) determine the appropriate level of discipline to be applied to the offender, and/or;
 - 3) make a further order as is necessary to prove a final and conclusive settlement of the complaint.
- vi) In any case where the General Manager is directly involved in the allegation, or in any similar potential conflict of interest, the Chairperson of the Board shall assume the responsibilities of the General Manager identified in this procedure.

ARTICLE 19: Grievance Procedure

19.01

The parties to this Agreement agree that it is of the utmost importance to resolve grievances as quickly as possible.

19.02

Where a difference arises between an employee and the employer or between the Employer and Union, relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, without stoppage of work, according to the grievance and arbitration procedure which follows.

19.03

Grievances submitted by the Employer or by the Union shall be in writing and shall be submitted at Step 3 within fourteen (14) working days of the event giving rise to the grievance.

19.04

Except for Employer and Union grievances, all grievances shall be resolved as follows:

Step 1: As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At either the

employee's or the Manager's option, a job steward will accompany the employee.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing, indicating the nature of the grievance and the Article(s) and Section(s) of the collective agreement presumed to have been violated. It shall be submitted to the Human Resources Manager within fourteen (14) working days following the circumstances giving rise to the grievance. The Union Representative shall meet with the Manager no later than five (5) days from the date the grievance was received in writing. The Employer shall reply in writing, within the next fourteen (14) working days.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance may be referred to Step 3 within four (4) working days of the Employer's reply at Step 2. The Union Representative, a Representative from the Human Resources Department and the General Manager will meet to discuss the grievance. If the matter is not resolved at Step 3, either party may give written notice to proceed to arbitration within ten (10) working days from the date of the Step 3 meeting.

The time limits as prescribed above may be modified by mutual agreement of the parties.

The parties may, by mutual agreement, skip Step 1 and/or Step 2 of the grievance procedure.

19.05

The parties may, by mutual agreement, implement Section 87 of the Labour Relations Code of British Columbia in connection with a particular grievance.

ARTICLE 20: Arbitration

20.01 Single Arbitrator

If a grievance is not settled pursuant to Article 19, it may be referred to a Single Arbitrator in accordance to the following procedures:

- (a) The party desiring Arbitration under this Article will notify the other party in writing, in accordance with Article 19.
- (b) The parties to the dispute will thereupon agree on the appointment of the Single Arbitrator. If the parties fail to agree upon a person to hear the Arbitration, within one (1) calendar month the parties will each submit a list of three (3) potential

Arbitrators and the first (1st) match on each list shall be the Arbitrator chosen to Arbitrate the grievance. If there is no match on the lists submitted by the parties, the Minister of Labour will be requested to appoint a neutral Arbitrator.

- (c) The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make its award within Sixty (60) days of the appointment, unless the time is extended by agreement of the Parties. The Arbitrator shall deliver the decision, in writing, to each of the Parties. It shall be final and binding on the Parties and shall be carried out forthwith.
- (d) Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and/or expenses of the Arbitrator.

ARTICLE 21: Duration of Agreement

21.01

This agreement will be in force from **January 1, 2011, to June 30, 2016**, and thereafter from year to year unless written notice of intent to renegotiate the Agreement is given by either party to the other any time prior to the expiration of this Agreement or at the expiration of any yearly period thereafter.

And further, all amendments to the Agreement will be effective from the date of ratification of the Agreement.

21.02

If notice to renegotiate the Agreement is given and collective bargaining has commenced in accordance with this Article, this Agreement shall continue in full force and effect until:

- (a) The Union commences a legal strike;
- (b) The Employer commences a legal lock-out;
- (c) The parties enter into a new or amended Agreement.

21.03

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.


21.04

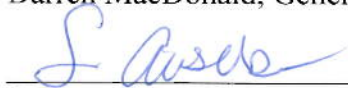
Except where otherwise expressly provided, the terms and conditions of this Agreement shall become effective from the date of signing by both parties.

DATED THIS 29th DAY OF September, 2014.


SIGNED ON BEHALF OF:

FOR THE UNION



Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

FOR THE COMPANY


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

APPENDIX "A"

Departments/Classifications	Current Wage	August 15, 2014	August 15, 2015
JEROME'S, ECLIPSE, GEORGE ROYAL ROOM, SILKS, GROUPS, TENTS, ETC			
Bartender	\$15.08	\$15.31	\$15.38
Bar Server	\$11.87	\$12.05	\$12.11
SERVICE (FURLONGS/CASINO, SILKS, GROUPS, TENTS, ETC)			
Server	\$11.87	\$12.05	\$12.11
Bus Person	\$11.19	\$11.36	\$11.41
Casino Cart Server	\$10.38	\$10.54	\$10.59
CONCESSIONS			
Lead Hand	\$13.21	\$13.41	\$13.48
Carver/Worker	\$12.47	\$12.66	\$12.72
Grill/Worker	\$12.47	\$12.66	\$12.72
Worker	\$10.67	\$10.83	\$10.88
Runner	\$11.30	\$11.47	\$11.53
Barista	\$11.32	\$11.49	\$11.55
Cafeteria Cashier	\$13.57	\$13.77	\$13.84
KITCHENS			
Cook	\$15.54	\$15.77	\$15.85
Grill Cook	\$14.04	\$14.25	\$14.32
Dishwasher	\$12.98	\$13.17	\$13.24
Kitchen Preparation	\$13.77	\$13.98	\$14.05

Signing Bonus:

Only those employees who are employed and active on the payroll as at the date of ratification will receive a signing bonus calculated as follows:

1.5% of the employee's 2012 gross pay, plus
1.5% of the employee's 2013 gross pay.

Regular Employees = \$250.00

Part-time Employees with Hire Date of on or before January 1, 2011 = \$150.00

All Other Employees = \$50.00

Note: "Active on the payroll" excludes any employee who has not worked in the twelve (12) months prior to the date of ratification.

LETTER OF UNDERSTANDING #1

between

**HASTINGS ENTERTAINMENT INC.
At Hastings Racecourse**

and

UNITE HERE, Local 40

The parties agree that the Company may employ a new position of Hawkers. These employees will be in the Union.

These employees will receive the greater of nine (9%) commission or four (4) hours pay at minimum wage.


The Company will employ up to five (5) Hawkers. Prior to increasing this, the Company must discuss same with the Union.

Should beer be sold through the Hawkers, the Company will re-open bidding on the positions.

For the Collective Agreement effective Racing Season 1995 the parties will meet and determine if the Hawker position should be included in the Appendix "A" of the Collective Agreement.


DATED THIS 29th DAY OF September, 2014

ON BEHALF OF
HASTINGS ENTERTAINMENT INC.

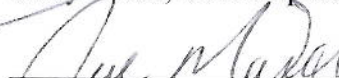

Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

LETTER OF UNDERSTANDING #2

between

**HASTINGS ENTERTAINMENT INC.
At Hastings Racecourse**

and


UNITE HERE, Local 40


Re: Training Agreement

The parties agree to utilize the Training Program Agreement (see attached), in the event that the Employer is requested to provide work experience by a recognized training institution.


DATED THIS 29th DAY OF September, 2014

ON BEHALF OF
HASTINGS ENTERTAINMENT INC.



Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

TRAINING PROGRAM AGREEMENT

BETWEEN

UNITE HERE, LOCAL 40

(hereinafter referred to as Local 40)

AND

(TRAINING INSTITUTION)

AND

This agreement is intended to cover the training of all individuals placed and subsidized as part of the above program and who are not directly employed by the Employer.

It is understood and agreed that:

1. a) The Project Coordinator of _____ shall provide, in writing to Local 40, the name, job classification, start and finish date of training for all trainees. Information to be sent to Local 40's Headquarters in Burnaby, B.C.
- b) Information referred to in (a) must be received by Local 40 at least ten days prior to the placement of the trainee(s).
2. The Employer agrees that any financial remuneration received by the trainee from the training establishment shall be in accordance with the Program Contract.
3. a) The Employer and the training establishment agree that there will be no Local 40 member displacement or replacement as a result of the training program;
- b) nor shall there be a reduction in hours to Local 40 members as a result of such training;
- c) or any interference with the re-hiring of laid-off Local 40 members or the hiring of new employees.
4. a) It is agreed that when a trainee is working in a bargaining unit area he/she must work under the guidance and direction of a bargaining unit employee;

- b) It is also understood and agreed between parties that no bargaining unit personnel shall be required to train any of the placement students;
 - c) It is further understood that if a willing bargaining unit employee cannot be found to assist in the training, management personnel will be utilized for this purpose provided management performs no bargaining unit work.
- 5. The practicum aspect of training will cease in the event of either a strike or lock-out.
 - 6. This agreement shall be executed between the Employer and Local 40 and will include each property affected by the program. The agreement shall be in full force and effect for a period of six months from the date of signing.
 - 7. The signing authority on the document of agreement for Local 40 shall be the Secretary Treasurer. Wherever practical, the Local 40 Business Representative for the individual establishment, shall be directly involved in any discussion concerning the implementation of this agreement.
 - 8. Local 40 shall be given an opportunity to meet with the trainees at a mutually agreeable time very early in the training program.
 - 9. It is the intent of the parties covered by this agreement not to place students in an establishment where there may be overlapping of training from other courses or learning institutions. Placement (one or two maximum) may be permitted in these circumstances after discussing the impact of the property and if agreed to by Local 40 and _____, Project Coordinator.

It is understood that any breach of the above conditions shall be considered a violation of this agreement and as such the endorsement of such training will be cancelled and the trainees will no longer be able to train on the property.

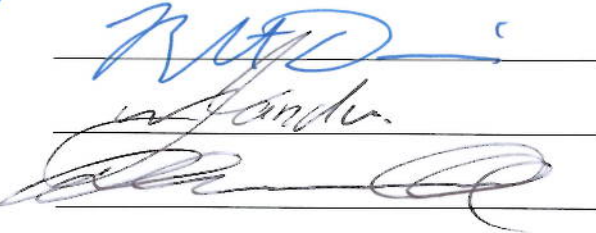
The above points are subject to change only by authorization of Local 40.

Dated this 25th day of September, 2014

UNITE HERE, LOCAL 40

TRAINING INSTITUTION

HASTINGS ENTERTAINMENT INC.



LETTER OF UNDERSTANDING #3

between

HASTINGS ENTERTAINMENT INC.
At Hastings Racecourse

and


UNITE HERE, Local 40

Re: Benefit Plans

The Company agrees to provide Regular Employees with M.S.P., Dental, Extended Health and R.S.P. provided they continue to meet the definition of Regular Employee as per Article 6.01 (a). Eligibility shall be determined semi-annually as of January 01 and June 30. When a Regular Employee no longer meets the definition of a Regular Employee, he/she shall be removed from all the benefit plans shown in this letter within one (1) calendar month.

DATED THIS 29th DAY OF September, 2014


ON BEHALF OF
HASTINGS ENTERTAINMENT INC.

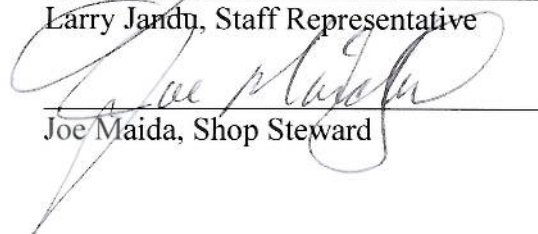

Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

LETTER OF UNDERSTANDING #4

between

HASTINGS ENTERTAINMENT INC.

At Hastings Racecourse

and

UNITE HERE, Local 40


Re: Food Safe and Serving It Right Certification


During the term of this Agreement the parties agree that if the federal or provincial government and/or the Employer implements mandatory Food Safe Certification, the Employer shall pay for the cost of the course.

Employer agrees that it will pay for the cost of a Serving it Right certificate for any existing employees where necessitated.

DATED THIS 29th DAY OF September, 2014

ON BEHALF OF
HASTINGS ENTERTAINMENT INC.

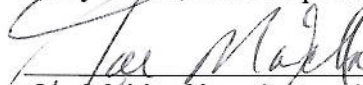

Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

LETTER OF UNDERSTANDING #5

between

**HASTINGS ENTERTAINMENT INC.
At Hastings Racecourse**

and

UNITE HERE, Local 40

Re: Casino Operations And Preferential Assigned Areas of Work

WHEREAS:

In 2008 the parties agreed that with the opening of the new Food & Beverage facilities situated on the permanent gaming floor, the Employer will utilize the already existing classifications of Bartender and Restaurant Server to perform Server's work, with the exception of work already performed by the Casino Cart Server classification.

AND WHEREAS:

The parties agree to the following:

1. It is recognized that employees, as their familiarity and service accrues, will develop certain preferences with respect to an assigned area of work, and whereas the existing scheduling practices have given weight to these preferences, although operational exigencies have, at times, necessitated a repositioning, it is therefore agreed that the traditional scheduling practices will continue with consideration being given to employee preference, but with the acknowledgement that operational exigencies including absences, vacation scheduling, or special events may necessitate an unplanned repositioning.

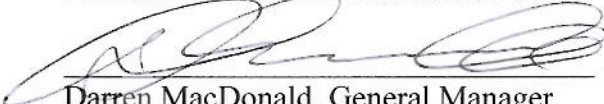
AND WHEREAS:


2. The parties have discussed the need for further refinement of the factors governing maximization of hours versus the identification of an employee's preference for an assigned area of work.
3. It is agreed that any preference for an assigned area of work will be governed by the following:
 - (a) At least three (3) weeks prior to the first day of a racing season, any regular or part-time employee may identify his/her preference for an assigned area of work in writing to management;

- (b) Such preference for an assigned area of work shall be valid for the entire racing season;
 - (c) Such preference for an assigned area of work shall be deemed null and void in the event that the employee is posted to another position pursuant to Article 13;
 - (d) In accordance with Article 6.06(a), management shall, where practicable, schedule hours of work in keeping with an employee's preference for an assigned area of work in accordance with their classification seniority, and with the express understanding that the obligation to maximize daily or weekly hours of work as defined in Article 6.06(b) is relieved;
 - (e) Following the last day of the racing season, such preference for an assigned area of work shall be terminated.
4. Bar Servers: Should there be reduction in work for the existing Bar Servers, they shall have the right, based upon their existing department seniority, to utilize their seniority for shift assignments. As of June 20, 2014, these red-circled Bar Servers are: Susan Radatzke, Kristy Meggeson, and Jane Tymos.
5. In the event that a Bartender is assigned to the Eclipse Lounge, the following existing Bartenders, as of June 20, 2014, will have the right to refuse a bartending shift in the Eclipse Lounge: Joe Maida, Ross Rankin, Sam Sorich, Joel Nichol, and Tim Lyle.
6. It is agreed and understood that if a Bartender is scheduled in Eclipse Lounge, he/she will be responsible for Server duties.

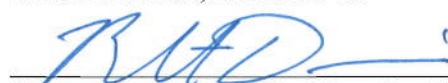
DATED THIS 29th DAY OF September, 2014

ON BEHALF OF
HASTINGS ENTERTAINMENT INC.



Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward

LETTER OF UNDERSTANDING #6

between

HASTINGS ENTERTAINMENT INC.
At Hastings Racecourse

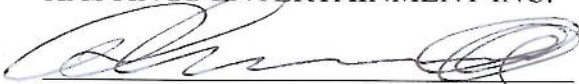
and


UNITE HERE, Local 40

The parties commit to meeting and working to address issues of concern regarding improving the work environment and ensuring mutual respect.

DATED THIS 29th DAY OF September, 2014

ON BEHALF OF
HASTINGS ENTERTAINMENT INC.

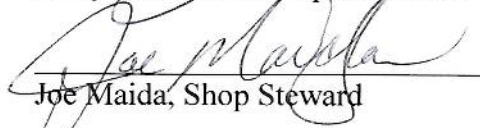

Darren MacDonald, General Manager


Sara Aasebo, Human Resources Manager

ON BEHALF OF
UNITE HERE, LOCAL 40


Robert Demand, Unite Here President


Larry Jandu, Staff Representative


Joe Maida, Shop Steward