

COLLECTIVE AGREEMENT

BETWEEN

**WOODBINE ENTERTAINMENT GROUP
(The Employer)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 2, BGPWU
SECURITY
(The Union)**

EFFECTIVE: FEBRUARY 4, 2016

EXPIRY: DECEMBER 31, 2018

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THIS AGREEMENT dated as of the 10th day of June, 2016.

BETWEEN:

WOODBINE ENTERTAINMENT GROUP, a without share capital corporation incorporated under the laws of the Province of Ontario and having its head office in the Municipality of the City of Toronto

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2, BGPWU
SECURITY

(hereinafter called the "Union")

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Employer and its Security Guard employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain suitable conditions of employment, including rates of pay and hours of work for all employees who are subject to the terms of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Security Guards employed by Woodbine Entertainment Group at Woodbine Racetrack and Mohawk Racetrack, save and except Managers, Supervisors, Investigators, office staff, persons covered by the subsisting Collective Agreements, persons employed on an elect to work basis and persons employed on an occasional basis through a third party.

2.02 Where used in this Agreement, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 3 - UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

3.01 (a) In the month following the month of hire, the Employer shall deduct once each month from the pay of each employee the amount equal to his regular monthly Union dues. Such monthly dues are uniformly levied upon all members of the Union in accordance with its constitution and by-laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union. The

dues so deducted shall be turned over by the Employer to the Secretary-Treasurer of the Union within fifteen (15) days after deduction is made and before the end of the current month for which deduction was made.

- (b) The Union shall indemnify and hold the Employer harmless from any claims, suits, judgements, attachments and from any other form of liability arising as a result of such deductions made in accordance with the provisions of this Article.
- (c) Notwithstanding anything contained in this Article, the Employer shall not be prevented from allocating employment to any person because the Union has denied him membership unless such person has refused to tender the Union dues uniformly required as a means of maintaining membership in the Union or, in the case of non-members, has refused to tender in lieu thereof an amount equal to such Union dues.
- (d) The parties agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives, with respect to any employee because of his membership or non-membership in the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the sole and exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, direct, promote, demote, layoff and suspend, also to discipline or discharge employees provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) maintain and enforce such rules and regulations consistent with this Agreement as it may deem necessary and advisable and all employees shall be obliged to comply therewith;
- (d) generally to operate and manage its business in all respects and in accordance with its commitments, obligations and responsibilities. The right to determine the number of employees required from time to time, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer.

4.02 The prerogatives and responsibilities set forth in this Article shall be exercised in a manner consistent with other provisions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Employer will recognize a Grievance Committee composed of not more than six (6) employees selected by the Union to be known as "Stewards", provided that no more than three (3) members of the Grievance Committee, including the Chief Steward, shall be present at any meeting with the Employer. In order to provide proper representation for employees, the Union will appoint a temporary Steward to act in the place of any Steward who is absent from work for a period of more than seven (7) days. The Union will inform the Employer of the name of the appointee.
- 5.02 (a) Where an employee is required to attend a meeting in which a written warning, suspension or discharge is to be given, the Department Head or designate will inform the employee of his right to have a Union Steward present prior to taking up the matter with the employee.
- (b) The employee may, if desired, request the presence of the Union Steward during the interview. Where the employee requests such representation, the Department Head will send for the Steward without further discussion of the matter with the employee. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and it shall then become the sole responsibility of the employee concerned to arrange for a Union Steward to be in attendance when the meeting occurs.
- (c) The Union acknowledges its responsibility to keep the Employer informed of a current list of Union Stewards. This requirement for Union representation becomes null and void where the Employer has not received the names of Union Stewards, or the Employer is given incorrect names, or the employee fails to arrange for a Steward to attend the meeting scheduled by the Department Head within the twenty-four (24) hours as provided above.
- 5.03 The Chief Steward and Union Business Agent shall receive copies of all disciplinary notices issued to members of the Bargaining Unit which have been placed on the individual's personnel file at the time of issue unless the employee specifically requests copies not be sent.
- 5.04 Employees shall not be eligible to serve as members of the Grievance Committee unless they have been in the Employer's continuous employ for not less than six (6) months.
- 5.05 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate supervisor and shall report again to him at the time of their return to work. This function is to be performed by the Steward without loss of regular pay from the Employer.

- 5.06 It is mutually agreed that the Union has the right to elect or otherwise select a Negotiating Committee consisting of four (4) representatives. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.
- 5.07 The Employer agrees to pay the wages of Negotiating Committee members for regular scheduled hours not worked because of negotiations with the Employer up to mediation.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 (a) During the term of this Agreement, the Employer will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the service of the Employer, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.
- (b) The Union agrees that in the event of any future strike, sit down, picketing, slowdown, stoppage of work, lock-out, or any other interruption or interference with the operations of the Employer, the Security Guards will continue to report for duty, remain at their posts and discharge the duties assigned to them.
- (c) The definition of the terms "Lockout" and "Strike" shall be interpreted as per the *Labour Relations Act* (Ontario).

ARTICLE 7 - DUTIES

- 7.01 The primary duty and responsibility of Security Guards is to protect the property of Woodbine Entertainment Group. The Union agrees that the Security Guards shall discharge their duties as assigned to them impartially and without regard to the Union or non-union affiliation of any person.
- 7.02 Employees shall perform only such duties as may be required by the Employer in the conduct and operation of the Security Department provided; however, in the case of an emergency, the Employer may require that such employees perform duties in addition to those normally required or anticipated in the conduct and operation of the Security Department. If there is a dispute as to the existence of any emergency, the employees shall perform the duties designated by the Employer but may take the matter up through the Grievance Procedure.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Both parties agree that complaints will be adjusted as fairly and quickly as possible. Therefore, every attempt will be made to settle disputes during the first step of the Grievance Procedure. Investigation and settling of grievances may be done during the regular working hours as set forth in the Agreement, with the mutual consent of the Employer and the Union. No employee individually shall have the right to institute any action, arbitration or proceedings under this Agreement. All such rights shall rest solely in the Union. A grievance with respect to discharge shall commence by invoking Step No. 2 and it shall not be necessary to invoke Step No. 1 therefore.

8.02 Step No. 1

A complaint or grievance must be submitted in writing within five (5) days of the occurrence causing the same to the senior ranking officer at the site of the occurrence, and it shall be taken up with the respective Manager, or his designate, by one member designated by the Union (hereinafter called the Steward). If the complaint or grievance has not been settled within five (5) days from the date on which it was first brought to the attention of the senior ranking officer at the site of the occurrence by the Steward, or within such longer period as the respective Manager or his designate and the Steward may agree on, then Step No. 2 may be invoked, provided that Step No. 2 to be invoked must be invoked within fifteen (15) days from the occurrence causing the complaint or grievance.

8.03 Step No. 2

The Steward shall deliver to the Senior Manager, Security Operations or his designate, a copy of the written grievance referred to under the heading Step No. 1. A grievance with respect to discharge shall be delivered to the Senior Manager, Security Operations or his designate within five (5) days of the discharge grieved. Within seven (7) days from receipt of the written grievance by the Senior Manager, Security Operations or his designate, or within such longer period as the Employer and the Union may agree on, a Joint Committee composed of three (3) Union representatives designated by the Union, along with the Employer representatives, shall meet and attempt to settle the grievance. Should the grievance not be settled by the said Joint Committee within seven (7) days of its first meeting, or within such longer period as the Employer and the Union may agree on, and if it is one which concerns the interpretation, application, administration or alleged violation of this Agreement, then Article 8.05 may be invoked.

8.04 Grievance Mediation

(a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at Step No. 2 of the Grievance Procedure. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.

- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation.
- (c) The Grievance Mediation process is without prejudice to any position either party may take should the matter be referred to Arbitration.
- (d) No matter may be submitted to Grievance Mediation which has not been properly carried through the Grievance Procedure, provided that the parties may extend the time limits fixed in the Grievance Procedure.
- (e) The Mediator will be mutually agreed upon by the parties and must be able to commence the Grievance Mediation within the time limits set out in item (b) unless the parties mutually agree to extend the time period for such Mediator.
- (f) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (g) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (h) The Mediator will have the authority to meet separately with any person(s), but will not have the authority to compel the resolution of a grievance.
- (i) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with Article 8.05. In the event that a grievance, which has been mediated, subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- (j) The Union and Employer will share the cost, if any, of the Mediator.
- (k) Notwithstanding Article 8.07, Saturdays, Sundays, and holidays are to be counted in the time limits for Grievance Mediation.

8.05 Arbitration

- (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement shall, after it has been carried through Steps No. 1 and No. 2 of the Grievance Procedure without being settled, be referred to a single Arbitrator at the request of either party, without stoppage of work. However, either party may instead refer the grievance to a Board of Arbitration, if they choose. The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person

appointed by the Union and a third person, to act as Chair, chosen by the other two (2) members of the Board of Arbitration.

- (b) Within fifteen (15) days after the decision of the Employer at Step No. 2 has been rendered, the party requesting Arbitration shall notify the other party, in writing, of its desire to arbitrate the grievance, and in the notification, it shall also provide a list of three (3) names of Arbitrators.

The recipient of the notice shall, within ten (10) days of the receipt of same, either select one Arbitrator from the list provided or provide a list of three (3) Arbitrators for the requesting party to consider.

In the case of a Board of Arbitration and within the same time lines as above, the requesting party shall notify the other party, in writing, of its desire to arbitrate the grievance, and in the notification it shall also state its nominee to the Board of Arbitration. The recipient of the notice shall notify the other party of its nominee and the two (2) nominees, so appointed, shall confer and appoint a third person to act as Chair of the Board of Arbitration.

- (c) In the event the two (2) parties cannot agree on a single Arbitrator, the requesting party may apply to the Minister of Labour for the Province of Ontario for the appointment of a single Arbitrator.

In the case of a Board of Arbitration, where the two (2) nominees are unable to agree upon a Chair, within fourteen (14) days of the appointment of the latter of them, either party, or its nominee, may apply to the Minister of Labour for the Province of Ontario for the appointment of the third person to act as Chair of the Board of Arbitration.

- (d) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (e) No matter may be submitted to Arbitration which has not been properly carried through Steps No. 1 and No. 2 of the Grievance Procedure.
- (f) The single Arbitrator or Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the Collective Agreement.
- (g) The single Arbitrator or Board of Arbitration shall have the power to relieve against any inconsequential delays concerning the time limits established in Step No. 1 and No. 2 of Article 8 and Article 8.05, and it may extend such time limits, retroactively.

- (h) The single Arbitrator or Board of Arbitration shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance before the Arbitrator or Board of Arbitration.
- (i) Proceedings before the single Arbitrator or Board of Arbitration will be expedited by the parties hereto and the decision will be accepted as final and binding upon the parties hereto. In case of a Board of Arbitration, the decision of the majority will be accepted as final and binding upon the parties hereto. However, if there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration and shall be final and binding upon the parties hereto.
- (j) At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the single Arbitrator, or the conferring parties of the Board of Arbitration, to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- (k) The parties will jointly bear the fees and expenses, if any, of the single Arbitrator. In the case of a Board of Arbitration, each of the parties to this Agreement will bear the fees and expenses, if any, of its nominee and the parties will jointly bear the fees and expenses, if any, of the Chair.
- (l) It is hereby agreed that an employee who has incurred discharge, suspension, or other disciplinary action involving a loss of wages, shall be compensated for lost wages in the event of a reversal or other adjustment to such action made in accordance with the provisions of this Article 8.05 but only to the extent of his success under this Article 8.05.

8.06 Policy and Group Grievances shall commence at Step No. 2.

8.07 Saturdays, Sundays and holidays are not to be counted in the time limits set out in Article 8 and 9.

ARTICLE 9 - EMPLOYER'S GRIEVANCE

9.01 It is understood that the Employer may bring forward, at any time, any complaint with respect to the conduct of the Union, its Officers, Shop Stewards or members and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties within seven (7) days, it may be treated as a grievance at Step No. 2 and referred to Arbitration in the same way as the grievance of an employee. The grievance shall be delivered in writing to the Business Agent and the Chief Steward of the Union.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

- 10.01 The Employer agrees that, during the term of this Agreement, it will not discharge any employee who is on the Seniority List except for such conduct on the part of such employee as shall be just and sufficient cause for such discharge.
- 10.02 Without limiting the Employer's right to discharge employees, it is understood and agreed that:
- (a) absence from employment by any employee save and except for sickness, accident, unavoidable circumstances or with approved leave of the Employer; or,
 - (b) the fact that the Employer is called upon to discharge an employee by reason of or arising from the supervision of the Canadian Pari-Mutuel Agency and/or provisions of *The Racing Commission Act* and Regulations thereunder and/or the Rules of Racing of the Ontario Racing Commission and/or the Alcohol and Gaming Commission of Ontario and/or any other regulatory body referred to under Article 29 of this Agreement,
- shall be conclusively deemed to be just and sufficient cause for dismissal of the employee provided that nothing herein shall prevent the employee from going through the Grievance Procedure to determine whether or not the employee has been so absent or the Employer so called upon.
- 10.03 It is expressly understood and agreed that, notwithstanding anything else contained in this Agreement, the Employer shall have the right to discharge or discipline any employee at any time prior to his having been placed on the Seniority List and such discharged or disciplined employee shall not have the right of recourse to the Grievance Procedure.
- 10.04 Any disciplinary notation issued to an employee will be removed from his record eighteen (18) months after the date of issuance provided the employee receives no other disciplinary notation within the said eighteen (18) month period.

ARTICLE 11 - SENIORITY

- 11.01 Each of the parties hereto recognizes that employees who are eligible to be placed upon the Seniority List are entitled to an equitable measure of security based upon length of service.
- 11.02 (a) The Seniority List shall contain the names of all employees eligible to be placed therein and shall determine the seniority of employees as hereinafter provided. Upon consent of both parties hereto, the Seniority List may be amended from time to time.
- (b) Full-time and Part-time employees shall be listed separately within the Seniority List. For purposes of this Agreement, Full-time employees are those employees

who regularly work more than twenty-four (24) hours per week, on average, during the previous calendar year. Part-time employees are those employees who regularly work twenty-four (24) hours or less per week, on average, during the previous calendar year.

At the beginning of each calendar year, each Employee's average regular hours worked during the previous calendar year will be calculated. Based on this calculation, the following will take place:

- (i) A Full-time employee who worked more than twenty-four (24) hours per week, on average, during the previous calendar year, will remain Full-time. A Full-time employee who worked twenty-four (24) hours or less per week, on average, during the previous calendar year, will be transferred to Part-time status effective April 1st of the given year.
- (ii) A Part-time employee who worked twenty-four (24) hours or less per week, on average, during the previous calendar year, will remain Part-time. A Part-time employee who worked more than twenty-four (24) hours per week, on average, during the previous calendar year, will be transferred to Full-time status effective April 1st of the given year.

A Full-time employee who is transferred to Part-time status shall carry his seniority. However, a Part-time employee who is transferred to Full-time status shall not carry his seniority.

A Part-time employee who is temporarily assigned full-time hours shall remain on the Part-time Seniority List and shall maintain all related rights and privileges as a Part-time employee.

Only periods of active employment will be utilized when calculating average hours during the applicable calendar year. Leave(s) of absence as defined in Part XIV of the *Employment Standards Act* (Ontario), as amended from time to time, and extended periods of absence or temporary layoffs will not be included in such calculation.

- 11.03 An employee will be on probation until he has worked four hundred and eighty (480) hours in the Bargaining Unit during a period of continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the Seniority List and he shall be credited with seniority to his last date of hire. Employees with the same date of hire shall be ranked on the Seniority List as determined by a draw supervised by Management and the Union. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided.
- 11.04 The Employer agrees to post the Seniority List no later than March and September of each year, and a copy shall also be forwarded to the Union. After such posting, the Seniority List shall become final with respect to the employees designated therein except as to any employee who disputes the accuracy of his seniority date within ten (10) days following such posting.

ARTICLE 12 - LOSS OF SENIORITY

12.01 An employee shall lose all seniority and deemed to be terminated if he:

- (a) voluntarily leaves the employ of the Employer; or,
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure; or,
- (c) is laid off for a period of more than eighteen (18) months; or,
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee; or,
- (e) fails to return to work upon termination of an authorized leave of absence or utilized a leave of absence for purposes other than those for which the leave of absence may be granted; or,
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by Registered Mail or Courier, unless an explanation satisfactory to the Employer is given by the employee; or,
- (g) is absent due to an illness or disability, or both, which absence continues for more than twenty-four (24) months. This clause shall be interpreted in a manner consistent with the provisions of the *Human Rights Code* (Ontario).

ARTICLE 13 - LAYOFF AND RECALL

13.01 In the event of layoff, either temporary or indefinite, employees shall be laid off in the reverse order of their seniority, with probationary employees being laid off first, then Part-time Seniority List employees, and then Full-time Seniority List employees, on the applicable Seniority List, provided the employees remaining are capable of performing the work.

13.02 Recalls shall be done on a seniority basis, with Full-time employees being recalled first, then Part-time employees, and then probationary employees, on the applicable Seniority List, provided the employees so recalled are capable of performing the work.

13.03 In the case of a temporary layoff and notwithstanding Article 13.01, upon the Employer determining the number of Security Guards to be laid off, senior Bargaining Unit employees may volunteer to be laid off in place of more junior Bargaining Unit employees. Should there not be enough volunteers for the number of layoffs required, the remaining layoffs required will be administered in accordance with Article 13.01.

An employee who volunteers to be laid off will be provided with the option, at the time of layoff, to elect to be recalled during the temporary layoff should work become

available in accordance with Article 13.01. If he does not so choose, he will be recalled after those employees who were laid off that did not volunteer and in reverse order of seniority.

An employee who volunteers to be laid off will not be laid off for longer than the duration of the temporary layoff. If there is no work available at the end of the temporary layoff, Article 13.01 will apply with respect to an indefinite layoff.

- 13.04 An employee shall return to work within seven (7) days after being recalled from layoff by notice sent by Registered Mail or Courier, unless an explanation satisfactory to the Employer is given by the employee.

ARTICLE 14 – ALLOCATION OF AVAILABLE WORK

14.01 Allocating of Available Work

Subject to the possession of the necessary skill, ability, competence and efficiency, available work is allocated on a seniority basis, with Full-time Seniority List employees having priority over Part-time Seniority List employees, having regard to the priority order that each employee has ranked the importance of Location, Work Area, Shift Length, Shift Type and Days of the Week on his “Work Allocation Preference Sheet”.

Locations

Woodbine Racetrack, Mohawk Racetrack,
An employee must prioritize all two (2) Location options

Work Areas

Grandstand
Stable Area
An employee must prioritize both Work Areas

Shift Length Options

Six (6) hours and under
Over six (6) hours but no more than eight (8) hours
Over eight (8) hours

An employee must prioritize all three (3) Shift Length options. He must also indicate whether he wishes for the shift to be a shorter shift within the Shift Length or a longer shift within the Shift Length.

Shift Types

Early Morning Shift (A) starts between 04:00 and 05:59
Early Morning Shift (B) starts between 06:00 and 07:59
Day Shift (A) starts between 08:00 and 09:59
Day Shift (B) starts between 10:00 and 11:59
Afternoon Shift (A) starts between 12:00 and 12:59

Afternoon Shift (B) starts between 13:00 and 13:59
Afternoon Shift (C) starts between 14:00 and 14:59
Afternoon Shift (D) starts between 15:00 and 15:59
Night Shift (A) starts between 16:00 and 16:59
Night Shift (B) starts between 17:00 and 17:59
Night Shift (C) starts between 18:00 and 18:59
Night Shift (D) starts between 19:00 and 19:59
Night Shift (E) starts between 20:00 and 20:59
Night Shift (F) starts between 21:00 and 23:59
Late Night Shift (A) starts between 00:00 and 01:59

A Full-time employee must prioritize all fifteen (15) Shift Types.

A Part-time employee must prioritize all fifteen (15) Shift Types. A Part-time employee must rank “Night Shift (A)” and “Late Night Shift (A)” as his first two choices, in the order of his preference, before ranking the remaining Shift Types.

Days of the Week

The days of the week are Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. An employee must prioritize all Days of the Week; however, he will be allocated available work for no more than five (5) days in a given week unless he has indicated his preference for working a sixth day and he meets the criteria for working a sixth day as per Article 14.05. The Employer will endeavour to schedule days off on consecutive days.

A shift which has hours extending past midnight (24:00) will be deemed to be a shift on the day on which the majority of hours are scheduled. If the number of hours scheduled on both days is even, it will be deemed to be a shift on the day it began. If a shift commences on or before a public holiday, such shift will not be considered as a shift scheduled for the public holiday unless the majority of the hours scheduled on such shift occur on the public holiday.

An employee will not be scheduled for a Day Shift following a Late Night Shift unless there is a minimum of nine (9) hours between the scheduled end time of the late night shift and the scheduled start time of the day shift, and provided the shift meets all provisions set out in the *Employment Standards Act* (Ontario).

Part-time employees must rank Sunday, Friday, and Saturday as his first, second, and third choice, in the order of his preference. If the Part-time employee so chooses, he may rank the remaining days of the week in the order of his preference.

14.02 Work Allocation Preference Sheet (WAPS)

Each employee will indicate his priority order for the preferences outlined in Article 14.01 on the WAPS, which he must complete and submit online in order to be allocated available work. He may change his WAPS once per month, if he so chooses. The most

recent WAPS will remain on file until a subsequent WAPS is submitted. The revised WAPS must be submitted not more than three (3) weeks prior to the applicable monthly schedule and will be effective for the schedule beginning the first Sunday of the following month.

14.03 Scheduling Example

If a Full-time Seniority List employee chooses the following priority order for his preferences,

- 1st Location
 - 2nd Work Area
 - 3rd Days of the Week
 - 4th Shift Type
 - 5th Shift Length

the scheduling system will look for available work for him in the following order:

1st a shift that includes his first preferred Location, Work Area, Day of the Week, Shift Type and Shift Length; then,

2nd a shift that includes his first preferred Location, Work Area, Day of the Week and Shift Type, and his second preferred Shift Length; then,

3rd a shift that includes his first preferred Location, Work Area, Day of the Week and Shift Type and his third preferred Shift Length; then,

4th a shift that includes his first preferred Location, Work Area and Day of the Week and his second preferred Shift Type and his first preferred Shift Length; then,

5th a shift that includes his first preferred Location, Work Area, and Day of the Week and his second preferred Shift Type and his second preferred Shift Length; then,

6th a shift that includes his first preferred Location and Work Area and Day of the Week and his second preferred Shift Type and his third preferred Shift Length. The scheduling system will continue to repeat this process until all Shift Types have been exhausted.

The scheduling system will then repeat the above steps for Days of the Week until all Days of the Week options have been exhausted; and then, Work Areas until all work areas have been exhausted; and finally, Locations until all Locations have been exhausted.

14.04 Maximum Hours, Maximum/Days and Sixth (6th) Day

In allocating available work in accordance with Article 14.01, the Employer will schedule an employee to work for no more than forty (40) hours in any week. Notwithstanding the foregoing, an employee who has indicated his choice to be scheduled for no more than five (5) days in a week, will be scheduled for a maximum of five (5) days in a week even if this does not result in him being scheduled for forty (40) hours in that week.

In addition, the Employer will only schedule an employee, in order of seniority, with Full-time Seniority List employees being scheduled first, then Part-time Seniority List employees, then probationary employees; to work six (6) days in a week if the employee has indicated his desire to work a sixth (6th) day on his WAPS, work is available, all other applicable employees have been allocated available work as per the above paragraph, no overtime premium is incurred, and no additional cost to the Employer results from doing so.

It is understood that an employee will not be scheduled for partial shifts in order to increase his scheduled hours.

An employee will not be scheduled for more than twelve (12) hours per day.

14.05 Short Notice Shifts

Notwithstanding Article 14.01, following the posting of the Work Schedule as per Article 14.07 and provided the Employer has at least two (2) hours' notice of additional available work or vacated shifts that the Employer deems necessary to be filled, the Employer will endeavour to fill the available shifts, on a seniority basis, with Full-time Seniority List employees being scheduled first, then Part-time Seniority List employees, then probationary employees; from a list of employees each of whom has been scheduled for less than the maximum allowable hours outlined in Article 14.04, provided:

- (i) he has stated on his WAPS that he is available to fill a shift on short notice; and,
- (ii) the shift is one that complies with the employee's election on his WAPS that the shift is one that is available at any Location or at his first preferred Location; and,
- (iii) the assignment of the available shift does not result in his total hours for the week exceeding forty (40) hours per week.

It is understood that for the purposes of this Article, hours taken as vacation or an approved leave of absence will be included in the calculation of his total hours for the applicable week.

If the Employer has less than two (2) hours' notice of additional available work or vacated shifts that the Employer deems necessary to be filled, available shifts will be

filled at the discretion of the Manager or his designate. Management will make every reasonable effort to allocate the available work to employees in order of seniority.

If an employee is unable to immediately confirm that he will fill the available shift, the Employer will call the next employee on the list. An employee that refuses such shift on short notice, two (2) times in succession on different days within a given month, will not be contacted again for short notice shifts during the given month and the following month. Refusals while an employee is working, or when there is less than twelve (12) hours' notice, will not be counted as a refusal for purposes of this clause.

14.06 Overtime Hours

Notwithstanding Article 14.04, in the event all employees will be scheduled for the maximum allowable hours and/or days and the Employer determines that additional work is available for Bargaining Unit employees prior to the posting of the schedule, it will be allocated to an employee who has indicated on his WAPS his desire to work overtime hours, provided the shift is one that complies with the employee's election on his WAPS that the shift is one that is available at any Location or at his first preferred Location.

Notwithstanding Article 14.04, in the event all employees have been scheduled for the maximum allowable hours and/or days and the Employer determines that additional work is available for Bargaining Unit employees following the posting of the schedule, it will be offered to an employee who has indicated on his WAPS his desire to work overtime hours provided the shift is one that complies with the employee's election on his WAPS that the shift is one that is available at any Location or at his first preferred Location.

In both circumstances listed above, the Employer will endeavour to distribute overtime hours on an equitable basis amongst such eligible employees. Notwithstanding the foregoing, if the Employer has less than two (2) hours' notice for the requirement for overtime hours, it will be filled at the discretion of the Manager or his designate.

14.07 Work Schedules

Monthly work schedules will be posted two weeks in advance of the applicable schedule period. The Employer will endeavour to keep any changes to such schedules to a minimum.

14.08 Scheduling Exceptions to the Rule

Notwithstanding any other provision of this Agreement, the Employer may, at its discretion, allocate available work to probationary employees and may temporarily reassign Seniority List employees, in reverse order of seniority, with Part-time Seniority List employees being temporarily reassigned first, then Full-time Seniority List employees, then probationary employees, in shifts as may be required for the purpose of training, evaluation, replacing temporary absences, the continuance of efficient operations, accommodating probationary assignments, and/or addressing unanticipated

changes in operational circumstances. In addition, the Employer may temporarily reassign employees to work at Locations for special events or under emergency conditions.

14.09 Two Shifts on the Same Day

An employee who has indicated on his WAPS that he is available to work two (2) shifts on the same day may be scheduled as such provided no overtime premium is paid and no additional cost to the Employer results from working two (2) shifts on the same day, and provided the assignment of two (2) shifts on the same day does not result in his total hours for the applicable work week exceeding the maximum allowable hours outlined in Article 14.04.

To be scheduled in this manner at the same Location, the shifts must have a minimum of one-half ($\frac{1}{2}$) hour between the scheduled end of the shift and the scheduled beginning of the next shift. To be scheduled in this manner at two (2) different Locations, on the same day, the shifts must have a minimum of one hour and a half ($1\frac{1}{2}$) between the scheduled end of the shift and the scheduled beginning of the next shift. It is understood that an employee who selects the option to work two (2) shifts on the same day, and is scheduled for two (2) shifts on the same day at two (2) different Locations, will not be eligible for travel allowance as he has willingly selected this option.

14.10 Shift Exchange

Notwithstanding the provisions of Article 14.01, following the posting of the schedule, the Employer may allow exchange of shifts at the request of two (2) employees provided such change is submitted in writing by both employees and the Employer's approval is obtained in advance and no overtime premium is paid and no additional cost to the Employer results from such exchange of shifts.

14.11 Schedule Following Medical Absence

Notwithstanding the provisions of Article 14.01, a Seniority List employee who has been absent from work due to illness or accident and who is subsequently medically cleared to return to work but who has not been allocated work on the work schedule will be allocated work in the following manner:

- (i) if he has notified the Manager of his expected date of return to work at least three (3) days prior to the posting of the work schedule, he will be allocated work in accordance with Article 14.01; otherwise,
- (ii) he will be allocated work, until the next work schedule is developed, in accordance with Article 14.05, regardless of whether or not he has stated on his "Work Allocation Preference Sheet" that he is available to fill a shift on short notice.

ARTICLE 15 - JOB POSTINGS

15.01 The Employer will consult with the Union not less than two (2) weeks before posting a new job classification. The Employer will entertain any suggestions from the Union, made before the job is posted.

15.02 Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) days at all locations for a minimum period of ten (10) days and a copy of the notice shall be sent to the Union.

The notice shall set out the qualifications required for the job, classification and rate of pay. Only applications received by the closing date will be considered for the posting.

15.03 Applications shall be considered by the Employer on the basis of skill, ability, competence and efficiency of the employee(s), as the governing factors. When these factors are judged to be relatively equal amongst the candidates for the job vacancy, then seniority shall be the governing factor, provided the successful applicant, if any, is qualified to perform the available work.

15.04 The successful applicant, if any, shall be awarded the job within three (3) weeks of the closing date of the posting.

15.05 The Employer may fill a vacant position on an interim basis until the posting procedure provided herein has been completed and the job has been awarded. The Employer will endeavour to consider seniority in reassigning employees under this clause.

15.06 The successful applicant for a job vacancy will be placed in the position for a trial period not exceeding thirty (30) days worked, and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Seniority List employees accepting job vacancies will be paid the job rate of the classification they accept from the commencement of their assignment.

ARTICLE 16 - WORK BY NON-BARGAINING UNIT PERSONNEL

16.01 At no time shall Supervisors, other employees outside the Bargaining Unit or Contractors perform Bargaining Unit work which would result in the layoff of a Bargaining Unit employee or the reduction of such a Bargaining Unit employee's normal scheduled hours of work or benefits.

16.02 Except under emergency conditions or for purposes of training or instruction, Supervisory Personnel being those employed by the Employer in the Security Services

Department and not included in the Bargaining Unit, shall not perform the duties of any classification described in Schedule "A" hereto.

16.03 The Employer will supply the Union with a list of Supervisors.

ARTICLE 17 - JURY DUTY AND COURT APPEARANCES

- 17.01 (a) An employee on the Seniority List who is summoned for a Jury Sitting will be paid the difference between Jury Duty remuneration and his Regular Daily Rate of Pay for the days he is required to be in attendance for the Jury Sitting, provided that he presents reasonable evidence satisfactory to the Employer that he was summoned to attend a Jury Sitting and did, in fact, attend such Jury Sitting.
- (b) An employee on the Seniority List who is summoned to Court as a witness on a matter arising directly from the affairs of the Employer or who is requested by the Employer to be present at Court proceedings in which the Employer is interested, shall receive his Regular Daily Rate of Pay (less any witness fees or conduct monies he may receive) for such days as his attendance is required, together with a travelling allowance in accordance with Article 28.01.
- (c) For the purpose of Article 17 "Regular Daily Rate of Pay" shall mean the employee's hourly rate of pay multiplied by eight (8) hours.
- 17.02 All Security Guards are covered by Woodbine Entertainment's General Liability Insurance policy according to the terms and conditions stated in the Policy.

ARTICLE 18 - BEREAVEMENT PAY

18.01 Whenever there is a death of a member of the immediate family of a Full-time employee who is covered under this Agreement, while he is actively working for the Employer, the employee will, upon application and proof of death of a member of the immediate family, receive leave of absence with pay for three (3) days, provided the time off is taken within thirty (30) days of the date of such death. Management may allow for an extension of this thirty (30) day period as long as an explanation reasonable to the Employer is provided.

The term immediate family in Article 18 shall mean, the mother, father, brother, sister, spouse, same-sex partner, children, common-law spouse, grandparents, grandchildren, mother-in-law, and father-in-law of such employee. Provided further that, where there is a death of a brother-in-law or sister-in-law of the said employee, then such employee will, upon the foregoing terms and conditions, receive leave of absence with pay for one (1) day.

ARTICLE 19 - EDUCATION LEAVE

- 19.01 Where required by the Employer and/or legislation, the employee shall be granted leave of absence with pay and regular benefits to take courses related to his job. Where such leave is granted, the Employer shall pay the full cost of the course including tuition, entrance or registration fees and course required materials. Such expenses shall be approved by the Employer and agreed to by the employee in advance of registration. It is understood that courses related to qualifying for the licence to work as a Security Guard as required by the *Private Security and Investigative Services Act* are not covered by the terms of this Article.
- 19.02 Employees who wish to take courses related to their work classification which do not require time off from their work may apply in advance for reimbursement to the respective Manager in writing. The Manager will reply within seven (7) days as to whether reimbursement will occur. Upon successful completion of the course and presentation of the necessary receipts, the employee(s) shall be reimbursed for the approved course costs.
- 19.03 Where the Employer requires an employee to attend courses, he shall be paid the straight time hourly rate for his classification for time spent in the course.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 An employee shall not take leave of absence without the prior written approval of the Employer and a copy of such written approval shall, in every case, be filed with the Chief Steward.
- 20.02 Employees may be granted leave of absence without loss of seniority. Leave of absence will not be granted for the purpose of engaging in work outside the Employer's employment. Applications for leave of absence shall be made to the Employer and the Union shall be notified of such leave. In cases of sickness or other exceptional circumstances, extended leave of absence may be granted. It is understood and agreed that the Employer will not act arbitrarily in withholding its approval on application for leave of absence.
- 20.03 Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act* (Ontario).
- 20.04 An employee shall be given one (1) day off without pay when attending Citizenship Court in order to obtain his citizenship.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

- 21.01 Where the Employer has reason to believe that an employee may not be able to safely or satisfactorily perform his duties, because of physical or mental reasons, the employee may be required to submit to a physical examination, by a legally qualified medical

practitioner, as selected by the Employer, at the expense of the Employer. The said employee shall receive a copy of any medical report. If the employee disagrees with the decision of the doctor, the employee shall have the opportunity of submitting the results of the examination to the employee's family doctor at the expense of the employee. In the event of disagreement between the family doctor of the employee and the doctor designated by the Employer, the opinion of a specialist, agreed upon by the two doctors, shall be sought and a decision of the specialist shall be accepted by all parties as final and binding. The expense of the specialist shall be borne by the Employer.

- 21.02 The Employer, the Union and the employees shall co-operate to maintain healthy and safe working conditions and shall comply with the provisions of the *Occupational Health and Safety Act* (Ontario).

ARTICLE 22 - WAGES

- 22.01 During the term of this Agreement, the Employer and the Union agree that the wages and classifications will be as set forth in Schedule "A" hereto which is hereby made a part of this Agreement.
- 22.02 Employees called in for work by the Employer and who in fact report for work in response thereto shall, in the event that for any reason no work is available, be paid amounts equal to four (4) hours pay.
- 22.03 In the event that no work is available, an employee who reports to work, not having previously been contacted not to report, will be paid an amount equal to four (4) hours pay.
- 22.04 An employee who reports to work as scheduled and works at least one-half ($\frac{1}{2}$) of his scheduled shift and is subsequently directed to cease work and is sent home on the instruction of the Employer prior to the completion of his shift because there is no work available shall be paid for all the hours of his scheduled shift.
- 22.05 Pay shortages of one hundred dollars (\$100.00) or less will be corrected on the next pay day. Pay shortages of greater than one hundred (\$100.00) will be corrected as soon as possible but before 4:00 p.m. the following Monday except where Monday is a statutory holiday in which case it will be before 4:00 p.m. Tuesday.
- 22.06 Whenever a Security Guard is assigned additional responsibilities to direct or oversee the work of other Security Guards, he shall be paid a premium allowance of one dollar and fifty cents (\$1.50) per hour in addition to his regular hourly rate.
- 22.07 Any hours worked by an employee in excess of eight (8) hours in a shift or forty (40) hours in a week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly base rate shown on the applicable "Wage Schedule". Notwithstanding the foregoing, for shifts with regular scheduled hours in excess of eight (8) hours, only hours worked by an employee in excess of the regular scheduled hours for that shift shall be

paid at the rate of one and one-half (1 ½) times his regular hourly base rate shown on the applicable "Wage Schedule".

Employees who work overtime hours may choose to take time off in lieu of overtime but will not be required to do so. All lieu time taken will be at the rate of one and one-half (1 ½) as per the overtime requirement in the above paragraph and shall be scheduled at a mutually agreeable time between the employee and the Employer. The time off must be taken within sixty (60) days of the date it was earned, failing which the overtime hours will be paid in accordance with the above paragraph.

ARTICLE 23 - VACATION

23.01 A Full-time Seniority List employee's annual vacation pay shall be based on his continuous employment while on the Seniority List and his gross earnings, excluding overtime and vacation pay, during the twelve (12) month period ending with the pay week nearest to June 30. For purposes of determining vacation pay entitlement, any part of the first year on which a Full-time Seniority List employee was placed on the Seniority List shall be deemed to have been the first year of continuous employment while on the Seniority List.

The vacation pay schedule shall be as follows:

A Full-time Seniority List employee who has less than five (5) years' continuous employment shall receive 4% vacation pay.

A Full-time Seniority List employee who has five (5) years' continuous employment but less than ten (10) years' continuous employment shall receive 6% vacation pay.

A Full-time Seniority List employee who has ten (10) years' continuous employment but less than eighteen (18) years' continuous employment shall receive 8% vacation pay.

A Full-time Seniority List employee who has eighteen (18) years' or more continuous employment shall receive 10% vacation pay.

A Part-time Seniority List employee shall receive 4% vacation pay.

23.02 A Full-time Seniority List employee's annual entitlement to vacation time off shall be based on his continuous employment while on the Seniority List as follows:

A Full-time Seniority List employee is entitled to two (2) weeks' vacation time off after completing one (1) years' continuous employment.

A Full-time Seniority List employee who has five (5) years' continuous employment shall be entitled to an additional weeks' vacation time off.

A Full-time Seniority List employee who has ten (10) years' continuous employment shall be entitled to an additional weeks' vacation time off.

A Full-time Seniority List employee who has eighteen (18) years' continuous employment shall be entitled to an additional weeks' vacation time off.

A Part-time Seniority List employee is entitled to two (2) scheduled calendar weeks of vacation time off after completing one (1) years' continuous employment.

For purposes of this Article, it is understood that "week" means "calendar week" or Sunday to Saturday.

- 23.03 The amount of vacation pay to be allocated to each week of vacation time entitlement is equivalent to the employee's regularly scheduled hours times the applicable hourly rate as indicated in Schedule "A" provided sufficient accrual exists. Where the accrual is not sufficient to cover his regularly scheduled hours times the applicable hourly rate, the employee will be paid the balance of his vacation pay accrual.

An employee must utilize a minimum of two (2) weeks of his vacation time entitlement. However, if his annual vacation pay entitlement for that vacation year is less than the equivalent of two (2) weeks regular pay, the employee must utilize the vacation time entitlement that is equivalent to his vacation pay entitlement.

An employee who elects to utilize less than his full annual vacation time entitlement for that year, can request, in writing, to be paid the balance of his vacation pay entitlement for that year and it will be paid within two (2) pay periods after receipt of the request.

Notwithstanding the above, by June 1, if an employee has not:

- (a) utilized his full vacation time entitlement; or,
- (b) requested and been approved to take the above noted vacation time prior to the end of the pay period closest to June 30, he will be paid the balance of his annual vacation pay entitlement by July 15.

It is understood and agreed that these lump sum payments are not to be included in any calculation for the purpose of determining public holiday pay.

- (c) An employee who has not taken the minimum of two (2) weeks vacation or his maximum entitlement, if it is less than two (2) weeks, will be scheduled for such vacation time.

- 23.04 Requests for vacation time for the upcoming vacation year (July 1 to June 30) must be submitted to the respective Manager at the Location by May 1. Requests received by May 1 will be scheduled based on the operational requirements of the Employer and the seniority of the employees concerned. Vacation schedules will then be posted by June 1. Vacation requests submitted after May 1 will be scheduled based on the operational

requirements of the Employer on a first come, first serve basis after those requests received by the deadline.

For any scheduled week(s) of vacation time entitlement, an employee must indicate on the Vacation Request Form whether he wishes to have his vacation pay paid by separate deposit one (1) week in advance of his vacation or if he prefers to have it deposited in accordance with the regular pay schedule period. Vacation pay for vacation time entitlements in less than one (1) week increments will be deposited with the employee's regular pay.

- 23.05 Should a paid holiday listed in Article 24 fall during the vacation period of an employee who qualifies for the said holiday, such employee shall have his vacation period extended by one (1) day and he shall receive public holiday pay in accordance with Article 24.01.
- 23.06 Notwithstanding anything herein contained, an employee who has been discharged by the Employer for cause or who voluntarily quits his employment with the Employer shall not be entitled to receive any amount under Article 23.01 but shall be limited to receiving the benefits, if any, to which he is entitled under the *Employment Standards Act* (Ontario) and the regulations made thereunder.

ARTICLE 24 - PAID HOLIDAYS

24.01 The Employer hereby confirms that it will comply with all applicable provisions of the *Employment Standards Act* (Ontario) as amended from time to time and, without limiting the generality of the foregoing, will comply with the provisions of Part X: Public Holidays thereof as amended from time to time. Provided that nothing contained in this Article 25 is intended to confer upon or shall be construed as conferring upon employees in the Bargaining Unit benefits other than those benefits to which such employees may be entitled from time to time under the terms and conditions of the *Employment Standards Act* (Ontario) as amended from time to time.

24.02 The following days shall be recognized as public holidays with pay:

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

24.03 If a shift commences on or before the public holiday, such shift will not be considered as a shift scheduled for the public holiday unless the majority of the hours scheduled on such shift occur on the public holiday.

ARTICLE 25 - INSURANCE, MEDICAL AND PENSION

- 25.01 (a) The Employer agrees to make, on behalf of all eligible Full-time employees on the Seniority List, monthly contributions to the Health and Welfare Trust, as managed by the Union, for the following benefit programs:

	April 1, 2016	April 1, 2017	April 1, 2018
Single	\$104.43	\$106.52	\$110.78
Family	\$220.91	\$225.33	\$234.34

- (b) A Weekly Indemnity Plan which provides a taxable benefit of sixty-six and two-thirds percent (66 2/3%) of the Full-time Seniority List employee’s pre-disability Normal Weekly Wages up to the maximum sickness benefit under the *Employment Insurance Act* from the first (1st) day of accident or hospitalization and the eighth (8th) day of illness, for a maximum period of twenty-six (26) consecutive weeks.

A Full-time employee who has initiated a weekly indemnity claim may request to receive the equivalent of sixty-six and two-thirds percent (66 2/3%) of his Normal Weekly Wages subject to the maximum sickness benefit under the *Employment Insurance Act*, directly from the Employer providing he signs a waiver form assigning his benefit to the Employer. Where the claim is denied, or the Employer makes an overpayment to the Full-time employee, the Full-time employee must reimburse the Employer the full amount of the overpayment.

“Normal Weekly Wages” as used in Article 25.01(b) shall mean the Full-time Seniority List employee’s average weekly earnings excluding premiums, overtime and vacation pay for the thirteen (13) weeks of earnings prior to the last day worked.

- (c) A Long Term Disability Plan, which provides a taxable benefit of sixty-six and two-thirds percent (66 2/3%) of the Seniority List Full-time employee’s pre-disability Normal Monthly Wages, up to a maximum of two thousand five hundred dollars (\$2,500.00) with an elimination period of twenty-six (26) weeks. The benefit will be payable to the earlier of age sixty-five (65) or the date he ceases to be disabled provided he is unable to perform the essential duties of the classification listed in Schedule “A” for which he is employed by the Employer for a period of two (2) years, and following this is unable to perform any occupation.

“Normal Monthly Wages” as used in Article 25.01(c) shall mean, the Seniority List Full-time employee’s average weekly earnings excluding premiums, overtime and vacation pay for the thirteen (13) weeks of earnings prior to the last

day worked, multiplied by fifty-two (52) weeks and divided by twelve (12) months.

25.02 The Employer will continue to pay its portion of all Employer Sponsored insured benefits for Seniority List Full-time employees on the following basis:

- In the event of temporary seasonal layoff – to the end of the month in which the layoff occurred.
- In the event of injury at work – for a period of one (1) year from the date last worked or to the date he ceases to be disabled, whichever is earlier.
- In the event of illness or non-work related injury – for a period of six (6) months from the date last worked or to the date he ceases to be disabled, whichever is earlier. Effective the Date of Ratification, a Full-time employee who continues to be disabled beyond the period of six (6) months and is approved for and remains on Long Term Disability benefits as outlined in Article 25.01(c), will continue to be enrolled in all insured benefits for an additional six (6) months or to the date he ceases to be disabled, whichever is earlier.
- In the event of permanent layoff – the Employer will continue to pay its portion of insurance premiums for benefits listed in Article 25.01(a) as in force as of the date of permanent layoff for three (3) months following the date of permanent layoff.

Seniority List Full-time employees on a temporary seasonal layoff may continue to participate in the Employer Sponsored benefit plans if the employee pays the premium.

25.03 A Full-time employee suffering an injury at work will be paid in full for the duration of his shift provided a medical certificate is submitted upon the employee's return to work, if so requested.

25.04 Where a Full-time employee's injury or disablement arose out of and in the course of employment, and, where it is not possible to schedule the appointments outside of his scheduled hours, the Employer will accommodate a Full-time employee's request to change his schedule to allow time-off for rehabilitation and medical appointments without loss of income.

25.05 Effective July 1, 1997, the Employer established a flat benefit pension plan with a benefit level of one hundred and forty-two dollars (\$142.00) per year of credited pensionable service for any participant retiring on or after that date. Effective July 1, 1998, the benefit level was increased to one hundred and sixty dollars (\$160.00) per year for all credited pensionable service. Effective July 1, 1999, the benefit level was increased to one hundred and seventy-eight dollars (\$178.00) per year for all credited pensionable service for any participant retiring on or after that date.

Effective January 1, 2005, members of the flat benefit pension plan described above will have membership in that plan suspended. Each member of the plan, as of that date, will retain his accrued benefit pursuant to that plan up to that date and commence

participation in the Woodbine Entertainment Group Defined Contribution Pension Plan for Unionized Employees in accordance with its terms and conditions.

Thereafter, all eligible Full-time employees must join the Woodbine Entertainment Group Defined Contribution Pension Plan for Unionized Employees in accordance with its terms and conditions. The terms shall provide for a Full-time employee contribution of three percent (3%) of regular earnings to be matched by the Employer. To be eligible to participate in the Plan, all Seniority List Full-time employees must have a minimum of one (1) year of continuous service with the Employer. Effective January 1, 2008, the terms shall be changed to provide for an employee contribution of four percent (4%) of regular earnings to be matched by the Employer. Effective January 1, 2009, the terms shall be changed to provide for an employee contribution of five percent (5%) of regular earnings to be matched by the Employer.

25.06 The Employer agrees to make, on behalf of all eligible probationary employees, all premium payments for an Occupational Disability Benefit Plan subject to the terms and conditions of the policies. The Plan shall provide the following:

- (a) A taxable Occupational Weekly Indemnity benefit of sixty-six and two-thirds percent (66 2/3%) of an employee's pre-disability Normal Weekly Wages up to the maximum sickness benefit under the *Employment Insurance Act*, from the first (1st) day of accident or hospitalization and the eighth (8th) day of illness to a maximum period of twenty-six (26) consecutive weeks, providing the employee's injury or disablement occurred out of and in the course of his employment and the employee is unable to perform the essential duties of the classification listed in Schedule "A" for which he is employed by the Employer.

"Normal Weekly Wages" for the purpose of Article 25.06 (a) shall mean the probationary employee's average weekly earnings excluding premiums, overtime and vacation pay for the thirteen (13) weeks of earnings prior to the last day worked.

- (b) In the event that the employee continues to be disabled beyond the twenty-six (26) weeks, a taxable Occupational Long Term Disability benefit of sixty-six and two-thirds percent (66 2/3%) of his pre-disability Normal Monthly Wages, up to a maximum of two thousand dollars (\$2,000), to the earlier of age sixty-five (65) or the date he ceases to be disabled provided he is unable to perform the essential duties of the classification listed in Schedule "A" for which he is employed by the Employer for a period of two (2) years, and following this is unable to perform any occupation.

"Normal Monthly Wages" for the purpose of this Article 25.06 (b) shall mean the probationary employee's average weekly earnings excluding premiums, overtime and vacation pay for the thirteen (13) weeks of earnings prior to the last day worked, multiplied by fifty-two (52) weeks and divided by twelve (12) months.

- (c) It is expressly understood and agreed that if the Employer is required, pursuant to statutory and/or regulatory provisions not in force at the date hereof, to provide and/or participate in a benefit of the kind referred to in this Article 25.06, then such benefit shall be in lieu of the benefit provided for in this Article.

25.07 It is expressly understood and agreed that if the Employer is required, pursuant to statutory and/or regulatory provisions not in force at the date hereof, to contribute to the cost of benefits of the kind referred to in this Article 25, then such contributions shall be in lieu of some, part or all, as the case may be, of the contributions required to be made hereunder.

ARTICLE 26 - SICK LEAVE

26.01 Pay for sick leave is for the sole and only purpose of protecting Full-time Seniority List employees against loss of income when they are legitimately ill.

26.02 Full-time Seniority List employees shall be credited with six (6) hours sick credits per month provided the Full-time Seniority List employee is actively at work at anytime during the month. Probationary employees shall, upon completion of the probationary period, be credited with eight (8) hours sick credit.

26.03 Accumulated sick leave credits may be utilized from day one of the accident or illness until the number of days accumulated have been exhausted. The Employer will allow a Full-time Seniority List employee to utilize his sick leave credits to top-up the Weekly Indemnity payments from the Insurer.

26.04 Upon request, Full-time Seniority List employees will receive notification of their accumulated sick days.

26.05 A medical certificate verifying the illness may be requested by the Employer.

ARTICLE 27 - UNIFORMS

27.01 The Employer will provide, clean and maintain uniforms and rain gear which the Employer requires to be worn, depending on the assignment of the Security Guard. The issue of these items will be renewed as needed. Such uniforms will be treated with reasonable care by the employees.

27.02 The issued uniform shall be sufficient for Part-time employees to have a minimum of five (5) shirts and two (2) pairs of trousers and for Full-time employees to have a minimum of seven (7) shirts and three (3) pairs of trousers.

27.03 An annual footwear allowance of one hundred dollars (\$100.00) will be paid upon proof of purchase and/or replacement of footwear required to be worn by the Employer.

A bi-annual (i.e. every 2 years) footwear allowance of one hundred dollars (\$100.00) for Part-time Seniority List employees will be paid upon proof of purchase and/or replacement of footwear required to be worn by the Employer.

ARTICLE 28 - TRAVELLING ALLOWANCE

- 28.01 Any employee who is required by the Employer, or its designate, to use his own vehicle in connection with the Employer's business shall be reimbursed at the rate of thirty-five cents (\$0.35) per kilometre.
- 28.02 Any employee who is required by the Employer, or its designate, to use his own vehicle, and who is temporarily reassigned to work at another location for special events or under emergency conditions, or is required by the Employer to attend courses at a location other than his regular work site, shall be reimbursed at thirty-five cents (\$0.35) per kilometre for the total kilometres between his residence and his destination return trip less the number of kilometres between his residence and his regular work site return trip.

ARTICLE 29 - GOVERNMENTAL REGULATIONS

- 29.01 It is understood and agreed that, notwithstanding anything contained in this Agreement, employees shall be subject to the supervision of the Canadian Pari-Mutuel Agency as provided by the regulations made by the Minister of Agriculture, Section 204 of the *Criminal Code* (Canada), as may be amended from time to time, and subject to such provisions of the *Racing Commission Act* and regulations made thereunder, and the rules of the Ontario Racing Commission and the Alcohol and Gaming Commission of Ontario, and any other regulatory body, as are applicable.

ARTICLE 30 – MEAL OPTIONS

- 30.01 The Employer agrees to provide a meal program for employees covered by this Agreement. Such program will provide meal options at cost to employees who will be required to pay for such meal options at the time of purchase.

ARTICLE 31 - PARKING

- 31.01 The Employer agrees to provide parking facilities for persons covered by this Agreement.

ARTICLE 32 - RULES AND REGULATIONS

- 32.01 The Employer shall have the right to make such reasonable rules and regulations, from time to time, as it may deem necessary and advisable and all employees shall be obliged to comply with such rules and regulations. The Union shall be notified in advance of such rules and regulations and shall be given the opportunity to comment therein.

ARTICLE 33 - NOTICES

- 33.01 Whenever notice is required to be given hereunder, it shall be given to the parties hereto at their respective addresses by Registered Mail, Courier, electronic mail or facsimile, and in the event the notice is required to be given to an employee, it shall be given by Registered Mail or Priority Courier addressed to such employee at his last known address appearing on the payroll records of the Employer.
- 33.02 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by Registered Mail or Priority Courier to reach such employee.

ARTICLE 34 - RECORDS ACCESS BY UNION REPRESENTATIVES

- 34.01 The Employer shall, subject to the terms of this Agreement, permit authorized representatives of the Union, not exceeding five (5) in number, to have access to that portion of the racetrack where the employees are working, except all money rooms, for the purpose of communicating with all the security employees employed therein and for the purpose of conferring with the Employer, but such access shall be at such time and places and in such manner as to not interfere with the regular duties of the security employees or the operation of the Employer's business.
- 34.02 The Employer shall comply with all reasonable requests made through the Director, Security Operations, or his designate, by the Union for a copy of the payroll for specified pay periods in respect of employees covered by this Agreement.

ARTICLE 35 - BULLETIN BOARDS

- 35.01 The Employer will provide the Union with bulletin boards which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members. No notice shall be posted on such bulletin boards without first receiving the approval of the respective Manager, or his designate.

ARTICLE 36 - PRINTING OF COLLECTIVE AGREEMENT

- 36.01 The Union and Employer will share equally in the cost of printing this Agreement in booklet form.

ARTICLE 37 - BONDING

- 37.01 The Union agrees that any employee(s) whom the Employer requires to be bonded shall be bonded at the Employer's expense.

ARTICLE 38 - LABOUR-MANAGEMENT RELATIONS

- 38.01 The parties agree that before any major operating changes or major restructuring plans which have an impact on the Bargaining Unit are implemented, the Union shall be advised of such proposed changes and/or plans and shall be given the opportunity to meet with the Employer to fully discuss the said changes and/or plans provided the Union is available to meet within ten (10) days of being so advised.
- 38.02 In order to promote good relations and communications between the Employer and its employees, it is agreed that a Labour-Management Committee will be formed, composed of three (3) representatives designated by the Employer and three (3) representatives designated by the Union. The Committee will meet on a regular basis to consider mutual problems and to help provide a sound and harmonious relationship between the Employer and the Union. A Committee Member attending these meetings will be paid the straight time hourly rate for his classification for the duration of the meeting; if it is his scheduled day off he will be paid a minimum of two (2) hours.

ARTICLE 39 – ASSIGNMENT OUTSIDE THE BARGAINING UNIT

- 39.01 When, by mutual agreement between the Employer and the employee, and after discussion with the Union, an employee who is covered by this Agreement is assigned to a position outside the Bargaining Unit, he shall be continued on the Seniority List for a period of six (6) months from the date on which he commences his new duties. An extension beyond the six (6) months may be agreed to between the Employer and the employee, provided the Union agrees, and such agreement from the Union shall not be unreasonably withheld. However, the total period outside the Bargaining Unit shall not exceed one (1) year less a day from the date on which the leave commenced. If an employee is not reassigned to a position covered by this Agreement within the six (6) month period or such extended period as may be agreed to, then his name shall be removed from the Seniority List.

During his leave from the Bargaining Unit, the employee shall remain eligible for the group insurance and pension provisions as outlined in Article 25 and shall continue to pay Union dues.

ARTICLE 40 - PARTIES BOUND

- 40.01 The provisions of this Agreement and the rights, obligations and benefits provided herein shall bind and enure to the benefit of the parties hereto and each and every member of the Union, and shall be binding upon the Employer, its successors and assigns.

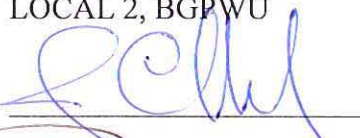
ARTICLE 41 - TERMINATION


41.01 This Agreement shall continue in effect until and including December 31, 2018 and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Agreement either party shall furnish the other with notice of termination of this Agreement.


Dated at Toronto, this 10th day of June, 2016.


SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 2, BGPWU

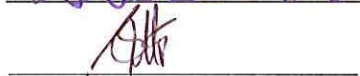
WOODBINE ENTERTAINMENT
GROUP







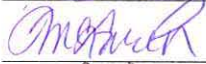


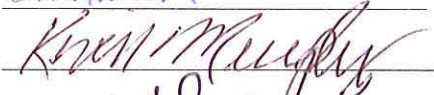





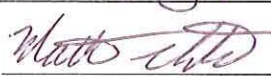












SCHEDULE "A"

Wage Rates (per hour)

Classification	April 1, 2015	April 1, 2016	April 1, 2017	April 1, 2018
Security Guard	\$19.33	\$19.50	\$19.80	\$20.20
Advanced Security Guard	N/A	\$20.00	\$20.55	\$21.20

Note:

1. Probationary rate shall be one dollar (\$1.00) per hour less than the above rates during the probationary period.

Letter of Understanding #1

Re: New Operator/Partner

LETTER OF UNDERSTANDING

between:

Woodbine Entertainment Group

(hereinafter referred to WEG)

-and-

SEIU Local 2 and Unite Here Local 75

(hereinafter referred to as the Unions)

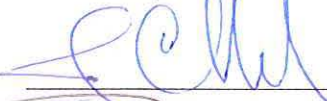
During the negotiations for the renewal of the Collective Agreements that expired December 31, 2012 between the parties the issue of whether and under what circumstances the Collective Agreements would apply to work performed at a Casino or slots operation at the Woodbine work sites after the OLG subcontracted that work to private sector employers was extensively discussed.

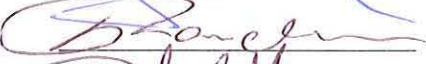
In those discussions the parties reached the following agreement and understanding:


1. Should WEG, or a business entity in which WEG has a majority and controlling interest, become the operator of a casino or slots operation at the Woodbine work sites the collective agreements, while in force, would apply to the security, property service and hospitality work performed at that casino or slots operation; and
2. Should WEG be involved in a new business entity which intends to submit a proposal to the OLG to become the operator of a casino or slots operation at the Woodbine work sites but not have a majority and controlling interest in such operator then it will arrange and participate in a meeting between the Unions and the new entity for the purpose of discussing the representation of the employees who would perform the security, property service and hospitality work at the casino or slot operation by the Unions. This meeting or meetings will be held prior to the submission of a final proposal to the OLG and WEG will make its best commercial efforts to assist the Unions and the new business entity in reaching an agreement which would result in the collective agreements being applied to the work performed at the casino or slots operation if the proposal to the OLG be successful.


Dated at Toronto, this 10th day of June, 2016.


SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 2, BGPWU









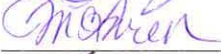


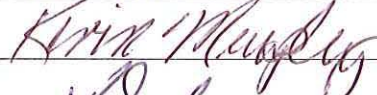






WOODBINE ENTERTAINMENT
GROUP











Letter of Understanding #2

Re: Seniority List Employees Who Maintain Full-time Status

The definitions of Full-time and Part-time employees and the process for determining Full-time and Part-time status annually for employees in the Bargaining Unit, as per Article 11.02 (b), will not apply to Employees who are classified as Full-time Seniority as of the date of ratification, as per the Seniority List below:

NAME

SENIORITY DATE

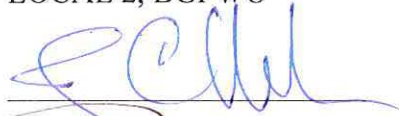
Instead, the parties have agreed that these employees will remain as Full-time status and will maintain all applicable rights and privileges.


Employees who are listed on the Seniority List as probationary or as Part-time will remain probationary or Part-time, as applicable, and will be subject to the process outlined in Article 11.02 (b).


All employees hired thereafter will be hired as Part-time status and will be subject to the process outlined in Article 11.02 (b).


Dated at Toronto, this 10th day of June, 2016.


SERVICE EMPLOYEES
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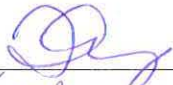





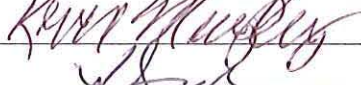





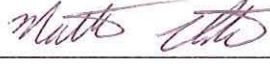
WOODBINE ENTERTAINMENT
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Letter of Understanding #3

Re: Article 25 – Insurance, Medical and Pension

During negotiations the parties agreed that the Extended Health Care (EHC), Dental, Term Life Insurance and Accidental Death and Dismemberment Employer sponsored plans, as outlined in Article 25 of the Collective Agreement, which expired on December 31, 2015, will cease effective March 31, 2016. Effective April 1, 2016, the Employer will contribute a monthly amount in accordance with Article 25.01(a) to a Union sponsored Health & Welfare Trust.

Dated at Toronto, this 10th day of June, 2016.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 2, BGPWU

WOODBINE ENTERTAINMENT
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