

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GATEWAY CASINOS & ENTERTAINMENT LIMITED  
DBA LAKE CITY CASINOS**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION  
LOCAL 378**



**November 2, 2009 to May 31, 2015**

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# PREAMBLE

**This Agreement made the 13<sup>th</sup> day of April, 2012.**

BETWEEN: THE LAKE CITY CASINOS  
  
(hereinafter called the "Company").

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'  
UNION, LOCAL 378  
  
(hereinafter called the "Union").

## **Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to establish, within the framework provided by the law, an effective working relationship in all areas of the Company in which members of the bargaining unit are employed.
- (c) The parties to this Agreement share a desire to maintain harmonious relations and settled conditions of employment.

## **ARTICLE 0 – SCOPE OF AGREEMENT**

### **0.01 Date of Effect**

The following provisions shall take effect and be binding upon the Company and the Union for a period commencing the 2<sup>nd</sup> of November 2009 and ending the 31<sup>st</sup> of May 2015, SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

### **0.02 Section 50 Exclusion**

The parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

### **0.03 Notice to Bargain**

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

### **0.04 Pre Bargaining Meeting**

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an agreement.

### **0.05 Continuation of the Agreement**

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

### **0.06 Strikes and Lockouts**

Notwithstanding paragraphs 2 and 4 above, it is agreed that the employees may strike, and the Company may lock-out after this Agreement's expiry date.

### **0.07 Agreement Scope**

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Company Officers or Representatives.

### **0.08 Use of Plural Terms**

Wherever the singular is used in this Agreement, these words shall be construed as meaning the plural where the context requires. Conversely the reverse is equally true.

### **0.09 Interpretation of Time Period Terminology**

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

### **0.10 Management Rights**

All management rights heretofore exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company.  
Application of Rights

The Employer reserves the right to supplement and alter, as and when deemed necessary, reasonable rules and regulations to be observed by the employees. It is agreed that the rules and regulations may cover all aspects of the operation of the casino and surveillance department. It is further agreed that the Employer is entitled to make any changes which may be necessary or desirable in order to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

### **0.11 Notification of Company Policies and Procedures**

The Company agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Company will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 3 of this Agreement.



## **ARTICLE 1 - UNION SECURITY**

### **1.01 Agreement Application**

This agreement shall apply to and be binding upon all employees of the Company described in a certificate issued to the Union by the Labour Relations Board on the 2nd day of November, 2009, and shall continue to apply to the said certificate as the same may be amended by the Labour Relations Board from time to time.

### **1.02 Application and Maintenance of Membership**

The Company agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Company, whichever event shall later occur, as a condition of continued employment with the Company shall make application to become members of the Union and if accepted, remain members of the Union.

### **1.03 Acquainting New Employees**

The Company will inform new employees of their Union membership obligations. The Company will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee documentation. The Company will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Company by the Union.

The Company will provide the employee with Job Steward contact information.

### **1.04 Assignments of Wages and Employee Information**

The Company will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- 1) all contact information such as telephone numbers, home address, along with any changes as they occur.
- 2) employee information such as date of hire, base hourly rate, employee status, amount of dues deducted and any changes as they occur.

### **1.05 Financial Obligations**

Notwithstanding any provision in this Article, there shall be no financial responsibility on the part of the Company for fees, dues, or general membership assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's possession except that this provision shall not absolve the Company of its financial obligations in those circumstances where it knowingly failed to withhold sufficient employees' pay to pay the monies outstanding to the Union.

### **1.06 No Discrimination for Union Activity**

The Company and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Company shall not participate in or interfere with the administration of the Union.

### **1.07 Work Jurisdiction**

Duties performed by employees within the bargaining unit will not be assigned to or performed by non-bargaining unit personnel. However, the parties recognize that for the practical, efficient and compliant operation of the surveillance department, there are occasions when a management employee must cover operator duties. These occasions will include but will not be limited to:

- 1) Lunch and/or coffee breaks
- 2) Comfort breaks
- 3) In cases of emergency when regular employees are not immediately available
- 4) Instruction or management training
- 5) During on site Union business
- 6) Where no on call staff are available

Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.

The parties further recognize that for the practical, efficient and compliant operation of the surveillance department there are duties that are shared. Such duties will continue to be shared as per current practice.

### **1.08 Contracting Out**

The Company will not contract out nor transfer to another location outside of the bargaining unit, work normally performed by bargaining unit employees.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 Recognition of Union Executive Board Members, Councillors, Job Stewards and Union Representatives**

The Company will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards and Union Representatives.

The Union will notify the Company in writing as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Agreement.

In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Manager, HR.

### **2.02 Rights of Job Stewards**

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

### **2.03 Paid and Unpaid Leave for Job Stewards and Union Officers**

- (a) Job stewards can carry out their duties in Article 2.02(a), 2.02(b), and 2.02(e) above without loss of pay during regular business 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 Company. Before carrying out duties relating to 2.02(a) or 2.02(e) during regular working hours, the Job Steward will first obtain permission from the manager or her/his designate at her/his location. Such permission will not be unreasonably withheld. Job stewards may carry out their duties relating to 2.02(b) upon prior notification being given to the manager or her/his designate at her/his location. It is understood that Job Stewards

will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

(b) Leave of Absence for Arbitration Hearings.

Job stewards and/or affected Company employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time on Union Leave and the Union will reimburse the Company in accordance with (j). The time spent beyond regular hours will not be paid for by the Company.

(c) Leave of Absence for Union or Labour Conventions

Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Company. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Company to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

(d) Miscellaneous Leave of Absence

Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Surveillance Manager for other activities not specifically identified above.

(e) Job stewards and/or elected Officers of the Union who regularly work for the Company and who are assigned to joint Union-Company committees, will be paid by the Company for all time spent on such committees during regular hours.

(f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

(g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the Surveillance Manager and/or Human Resources with not less than five (5) working days written notice, where possible.

(h) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Company will continue an employee's normal hourly rate, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

## 2.04

(a) **Union Leave**

Employees elected or appointed to full time Union positions (excluding clerical staff) will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Company and the employee will continue to accrue seniority with the

Company during such period. Employees on such leave will at their option continue to participate in all Company welfare plans, provided the Union reimburses the Company on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Company, will be re-employed by the Company at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in her/his classification assuming she/he had never left the employment of the Company.

**(b) Trainee Union Representatives**

The Company will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the timing of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Company;
- only one (1) such leave will be granted in a twelve (12) month period.

**2.05 Communications - Union Bulletin Boards**

The Union will provide a Union Notice Binder to be kept in the break room for members to view and get updates on Union activities. Such binder will be updated by the Job Steward and remain the property of the Union.

**2.06 Cooperation with Union Officers**

The Company will cooperate with Officers, Councillors, Job Stewards, and/or Representatives of the Union in carrying out their Union responsibilities.

**2.07 Union Use of Office Space**

Job stewards and/or Representatives of the Union who require private office space for the purpose of performing their duties relative to 2.02(a) above, will receive such accommodation on request to the manager of the department or the Manager, HR, or her/his designate.

**2.08 New Employee Union Orientation**

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to her/his job steward as part of her/his orientation to the department. In addition, the Company agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to thirty (30) minutes. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Company and the Union. The time and location of the meeting will be subject to approval by management.

## **2.09 Union Insignia**

A Union member shall have the right to wear or display a union pin bearing the recognized insignia of the Union.

## **2.10 Bargaining Agent Recognition**

The Company recognizes the COPE, Local 378, as the sole bargaining agent, as defined by the Labour Relations Code, for all employees described in the certification issued by the Labour Relations Board on the 2<sup>nd</sup> day of November, 2009.

## **2.11 No Other Agreement**

Neither the Company nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement.

## **2.12 Right to have Job Steward Present**

An employee shall have the right to have a job steward present at any discussion with management personnel which the employee believes might be the basis of disciplinary action providing that this does not result in an undue delay of proceedings. Where a manager meets with an employee with the specific intent to administer discipline, the manager shall make every effort to notify the employee in advance of that meeting in order that the employee may have a job steward present. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where the foregoing pertains to a job steward, an alternate local Union Representative may be present providing that this does not result in an undue delay of proceedings.

## **2.13 Technical Information**

The Company agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining, subject to such information not being harmful to the business interests of the Company.

## **2.14 Union and Company Communications**

The Company and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Manager, HR and the President of the Union or their respective designates.

The Union will be provided with a copy of any written correspondence issued to an employee, which, expresses an opinion respecting the interpretation of this Collective Agreement as it applies to that employee.

The parties further agree that the use of e-mail and fax correspondence and regular type written correspondence shall be considered proper and acceptable means of communications for all matters contained in this Agreement including grievances.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **3.01 Grievance Defined**

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one of the following procedures:

### **3.02 Union or Company Grievance**

Should either the Union or the Company consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be dealt with as follows:

The grieving party, i.e. the President of the Union or the Manager, HR of the Company, or their nominee(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in 3.07 below.

### **3.03 Discipline, Termination, Suspension Grievances**

Grievances concerning termination or suspension of an employee may be submitted directly to Stage III of 3.06 at the option of the grieving party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of 3.06.

Should an arbitrator, Labour Relations Board, or other body find that an employee has been dismissed, suspended or otherwise disciplined for other than just and reasonable cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for just and reasonable cause, the arbitrator, the Labour Relations Board, or other body may substitute such other penalty and/or order reinstatement and/or order compensation to the employee as it considers just and reasonable in all the circumstances.

### **3.04 General Grievance Procedure**

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance or complaint.

### **Stage I**

Should a grievance occur, it shall be raised by the employee, or the Job Steward on behalf of the employee, with the Supervisor not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance.

### **Stage II**

- (a) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing to the Surveillance Manager, within fifteen (15) calendar days of being advised of the Supervisor's decision at Stage I.
- (b) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, the Surveillance Manager will provide a written reply to the Union and grievor.

### **Stage III**

A grievance may be referred by the Union to Stage III be in writing to the Manager, HR within 20 days.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage III, the Manager, HR, will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Manager, HR, will submit the Company's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Company's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

### **3.05 Arbitration**

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under Stage III above, or in accordance with other Articles of the Agreement, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Minister of Labour to make an appointment.
- (b) The Arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render her/his judgment and decision which shall be final and binding on the parties and upon any employee affected by it.
- (c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator appointed under this Section.
- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.



- (e) The arbitrator or expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties:

Mark Brown  
Rod Germaine  
John McConchie  
Judi Korbin  
Robert Blasina

### **3.06 Attendance of Grievor at Grievance Meetings**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if she/he desires.

### **3.07 Extension of Time Limits**

Time limits as set out in the preceding sections may be extended by mutual consent of the Company and the Union, but the same must be in writing.

### **3.08 Expedited Arbitration**

(a) For application of the following procedure the parties shall mutually agree upon a list of single arbitrators for the purposes of hearing and resolving any grievance(s) or group of grievances submitted under this process.

(b) The parties shall meet every four (4) months or as often as required to review outstanding grievances which have been exhausted through the Grievance Procedure to determine by mutual agreement any grievance(s) suitable for this process, and shall set dates and locations for hearings of the grievances considered suitable for expedited arbitration.

(c) The Arbitrator shall hear the grievance(s) and shall render a decision within five (5) working days of such hearings. Such decision will be final and binding on both parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(f) Any grievance may be removed from the expedited arbitration process by either party at any time prior to hearing and forwarded to a regular arbitration hearing.

(g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

(h) The parties will mutually agree to procedures to apply to expedited arbitration.

### **3.09 No Deviation from the Grievance Procedure**

After a grievance has been submitted, the manager will not enter into discussion with the grievor with respect to the grievance without Union representation.

### **3.10 Alternate Dispute Resolution Non-Binding**

Notwithstanding the other processes outlined in this Article, the parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the parties.

## **ARTICLE 4 - SENIORITY**

### **4.01 Seniority Defined**

- (a) Company seniority shall be determined as length of continuous service with the Company.
- (b) Bargaining unit seniority shall be determined as the length of classification service with the surveillance department.

### **4.02 Probationary Employees**

New employees hired under the terms of this Agreement will be credited with seniority back to the date of hire upon completion of their probationary period.

### **4.03 Loss of Seniority**

Employees shall lose their seniority only if they:

- (a) Terminate employment with the Company.
- (b) Are discharged for just cause or terminated pursuant to proper application of this Agreement.
- (c) Are laid off for a period exceeding twelve (12) months.
- (d) Accept, or transfer to, a position with the Company which is outside the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit.

### **4.04 Seniority Accrual on Seniority List**

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of lay-off.

### **4.05 Seniority Accrual While on Leave**

Periods of illness or injury, vacation, trial period in a position outside the bargaining unit or approved leave of absence will not constitute a break in continuous service provided membership is maintained in the Union.

## **ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION**

### **5.01 Letter of Appointment to New Employees**

All new employees will receive a letter of appointment setting out the date of hire in the surveillance department, job title, and hourly rate.

### **5.02 Probationary Periods**

A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of six (6) months or 75 shifts whichever comes sooner.

During the probationary period, an employee may be discharged if he/she is determined to be unsuitable for continued employment.

Probationary and assessment periods as described above may be extended by mutual agreement of the parties.

### **5.03 Discharge, Suspension Written Notification**

Employees may be suspended or discharged for a serious breach of discipline or conduct without notice.

Reasons for suspension or dismissal shall be in writing and issued to the employee and the Union by the close of business on the work day following the suspension/dismissal.

### **5.04 Personnel Files and Performance Assessments**

#### **(a) Personnel Files**

The employee, the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of the appropriate member of management. The employee or the President, as the case may be, shall give the appropriate member of management adequate notice prior to having access to such files. An employee may request and shall receive a copy of any employment record or document pertaining to her/him which is contained in her/his employment file.

In giving the Union such access, the employee agrees to hold the Company harmless with respect to the Union's stewardship of that information.

#### **(b) Purging Personnel Files**

Upon request the Company agrees to remove from an employee's personnel file any adverse report, which is of a punitive nature, after eighteen (18 ) months provided no further such reports have been issued within that period. Whether purged or not a file document will not be used against the employee in an arbitration process after the eighteen (18) months.

(c) **Performance Assessments**

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the assessment for the employee to sign it. The form will have two check boxes one for agreement and one for disagreement with the assessment. A copy of the assessment shall be provided to the employee after she/he has signed it, and such assessment shall not be changed without the knowledge of the employee.

(d) **Letters of Expectation**

The Company agrees to remove from an employee's personnel or ancillary files any letter of expectation after twelve (12) months.

**5.05 Burden of Proof**

In all cases of discipline, the initial burden of proof of just cause will rest with the Company.

## **ARTICLE 6 - EMPLOYEE DEFINITIONS AND BENEFITS**

Except as specifically limited in this Article, or as limited elsewhere in this Agreement, all employees shall receive all of the benefits and provisions of this Agreement.

### **6.01 Probationary Employees**

#### **(a) Definition**

All employees entering service with the surveillance department shall be considered probationary for a period of six (6) months or 75 shifts whichever comes sooner.

Probationary and assessment periods as described above may be extended by mutual agreement of the parties.

#### **(b) Benefit Limitations**

Probationary employees are not eligible for the Group Insurance Plan.

### **6.02 Full-Time Regular Employees**

#### **(a) Definition**

A full-time employee is one hired to fill an ongoing position vacated by an employee or to fill a new position or additional position which is of a continuing nature.

#### **(b) Benefit Limitations**

Full-time employees shall be entitled to all benefits of this Agreement and for the Group Insurance Plan once they have worked a minimum of 30 hours per week consistently for a period of three (3) months (including time spent on probation).

### **6.03 On-Call Employees**

#### **(a) Definition**

An on-call employee is one called upon to fill shifts that become available due to sickness, vacation and other circumstances where regular full time employees are unavailable for work.

#### **(b) Benefit Limitations**

On-call employees do not qualify for Group Insurance Plan.

## **ARTICLE 7 - JOB POSTINGS AND COMPETITIONS**

### **7.01 Job Postings**

- (a) When a vacancy occurs the Employer will first determine if the position needs to be replaced. If not, the vacant schedule will not be filled.
- (b) If the Employer determines that the vacant position needs to be filled it will first offer the shifts available to existing surveillance staff members, in order of seniority, who may wish to have a preferred schedule.
- (c) If the offering of preferred shifts results in all shifts being selected the vacated schedule will then be filled as identified in (e), (f) and (g) below.
- (d) If the offering of preferred shifts results in some shifts being taken and others not, the Employer will attempt to create a new schedule. This schedule will also be filled as identified in (e), (f) and (g) below. However, to ensure the Company remains in compliance no employee will be allowed to drop any shifts that cannot be filled by another regular full-time employee.

A schedule will then be filled in the following order:

- (e) Any laid off employees would be recalled to the schedule.
- (f) The schedule will then be offered to all existing on call employees.
- (g) If no laid-off or on-call employees accept the position it will be posted outside of the bargaining unit.

The Company will provide copies of all job postings to the Union office as part of the normal posting distribution.

### **7.02 Job Selection**

- (a) Preference in appointment to bargaining unit positions will be given to employees of the Company who are members of the bargaining unit. For the purposes of this clause, employees on the recall list are considered eligible employees.
- (b) Job selections and promotions shall be on the basis of knowledge, skills and ability to perform the vacant job (as at the time of posting). Where the knowledge, skills and ability are relatively equal, seniority will be the determining factor.

## **ARTICLE 8 - LAYOFF AND RECALL**

### **8.01 Layoff and Recall**

(a) Notification

If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the Company, the Company shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.

(b) Layoff by Seniority

The basic principle in applying layoff shall be layoff by bargaining unit seniority (i.e. the most junior surveillance operator shall be the first laid off, providing the retained employee can perform the job).

(c) Pre-layoff Canvass

Prior to issuing formal notice of layoff to employee(s) under Article 8 or 9, the Company will canvass all surveillance operators to determine if anyone wished to accept a voluntary layoff.

The Company will advise the Union immediately of the results of the pre-layoff canvass.

### **8.02 Recall Process**

(a) Employees will be recalled in their job in the reverse order of their layoff.

(b) Employees shall be notified of recall by double registered mail. An employee being recalled must return to work within five days of receipt of the notice, except in the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.

### **8.03 Copies of Recall Lists and Notices to the Union**

Copies of recall lists and all notices of recall shall be sent to the Union office.

### **8.04 Notice and Severance Pay**

Any employee who is laid off will receive written notice of layoff and severance pay of 1 weeks pay per year of service.



## ARTICLE 9 - WAGES

Surveillance Operators will be paid according to the following provisions and schedule:

- i) Employees will receive increases of 35 cents per hour and an additional amount equal to 2% of current wages effective date of ratification by the employees.
- ii) Employees will be placed on the following wage schedule based on the nearest rate in the schedule and paid the higher of their amended rate in i) above or the rate in the schedule effective date of ratification by the employees.

Probation	A	B	C	D	E	F	G	H	I	J
\$15.00/hr	\$15.50	\$15.95	\$16.40	\$16.85	\$17.30	\$17.75	\$18.20	\$18.65	\$19.20	\$19.65

- iii) After placement on the schedule, employees will have their rates increased to the next step in the schedule on their anniversary date of first hiring, following the date of ratification by the employees and a subsequent step each anniversary date that arises during the life of the agreement.
- iv) Effective June 1, 2013 each rate in the schedule shall be increased by 2% and employees wage rates will increase accordingly.
- v) Effective June 1, 2014 each rate in the schedule shall be increased by 2.5% and employee's wage rates will increase accordingly.

## **ARTICLE 10- HOURS OF WORK**

### **10.01 Basic Hours of Work**

The basic hours of work for full time employees is 40 hours per week including daily paid lunch breaks of 30 minutes.

### **10.02 Work Schedules and on-call or replacement shifts**

The parties agree that existing work schedules will be maintained and only changed in accordance with the provisions of this agreement or by mutual agreement.

When a work shift becomes available it will be offered to employees and filled in accordance with seniority principles as follows:

- 1) Offered to employees who work less than 40 hours per week in order of seniority.
- 2) If no employees accept the shift in 1), then offered as overtime to employees in order of seniority.
- 3) Where no employees accept the shift in 1) or 2) above, the employer may fill the bargaining unit shift with a non-bargaining unit employee.

It is the intent of the parties to limit the number of occasions where non-bargaining unit employees perform bargaining unit work to the absolute minimum. The Joint Consultation Committee will discuss staffing levels to ensure that this intent is reached as closely as possible.

Except in circumstances where it is not possible because of last minute notifications of absence, replacement shifts will be the same hours as originally scheduled.

### **10.03 Shift Premiums**

All hours worked by employees from 12 AM until 8 AM will be paid an additional \$1.00 per hour above the employee's normal rate of pay.

### **10.04 Substitution Pay**

Employees required to substitute for supervisors will be paid a ~~lead-hand~~ rate of \$1.50 per hour in excess of their regular rate and be considered to continue to be working in the bargaining unit and will be covered by all provisions of this agreement.

### **10.05 Lead Hand Pay**

Employees required to function as a lead-hand will be paid a rate of \$0.75 per hour in excess of their regular rate and be considered to continue to be working in the bargaining unit and will be covered by all provisions of this agreement. (effective March 28, 2013)

## **ARTICLE 11 - OVERTIME**

### **11.01 Overtime defined**

Overtime is work that an employee is offered and agrees to, on a regular day off or work in excess of the employee's regularly scheduled hours of work.

### **11.02 Overtime Pay**

Employees who work overtime will be paid at time and one half for all such hours worked in addition to the regular premiums if applicable.

## **ARTICLE 12 - ANNUAL VACATIONS**

### **12.01 Vacation**

Except as otherwise provided in this Agreement, the provisions of this Section will apply to all bargaining unit employees.

### **12.02 Minimum 3 Month Service**

An employee may not take any vacation leave until she/he has completed three (3) months service.

### **12.03 Vacation Entitlement**

Employees will be entitled to vacations as follows:

2 weeks up to 3 completed years service

3 weeks up to 7 completed years service

4 weeks after 7 completed years service

In addition, vacation carry over from one year to the next will be allowed provided the time is taken before March 31<sup>st</sup>; operational requirements must be able to be met and such carried over time must not interfere with another employees scheduled vacation.

### **12.04 Minimum and Continuous Periods**

A minimum of 50% of an employee's base vacation entitlement will be taken per year, of which at least one (1) week (where applicable) will be taken as a continuous period.

### **12.05 Pay Out Upon Termination**

Payouts will be in accordance with current practice.

### **12.06 Disruption of Vacation Due to Illness and Bereavement**

- (a) An employee whose vacation leave is seriously disrupted by an illness or injury incurred after her/his vacation has begun may be entitled to reschedule or extend her/his vacation for the period of disability (but not to exceed the amount of scheduled vacation) Employees are advised to notify the manager immediately, where possible, of the illness or injury causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave where that employee has exercised their seniority to schedule such vacation.

### **12.07 Vacation Scheduling**

- (a) Employees shall have preference in respect to annual vacation periods on the basis of department seniority, provided they file applications before December 1 of each year for vacations to be taken the following year. After December 1, all applications for vacation, days will be treated on a first come first served basis. Subject to operational staffing requirements, vacations shall not be unreasonably denied. Where employees break their

vacation into two or more periods, no employee's second choice etc., will take precedence over a junior employee's first choice, etc.

- (b) The vacation year shall be from January 1 to December 31.
- (c) Employees will be required to take all their vacation time. In special circumstances, the employer may grant carryover requests of up to two weeks vacation to be taken in the next vacation year. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave where that employee has exercised their seniority to schedule such vacation.

**12.08 Accrual of Vacation Credits while on Leave**

- (a) Employees who are on sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or a combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.
- (b) Employees who are on approved maternity leave or parental leave will accrue vacation credits throughout the period of approved leave providing the employee returns to work.
- (c) Employees on authorized paid leaves of absence other than those covered by paragraphs (a) or (b) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.

## **ARTICLE 13 - PAID HOLIDAYS**

### **13.01 Paid Holidays**

(a) For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

(b) In addition, any other general holiday(s) enacted by the Government of Canada or the Government of British Columbia will be recognized by the Company as a holiday with pay.

### **13.02 Holiday Pay**

(a) Regular full-time employees will receive a normal days pay credited to their paid holiday bank for a paid holiday whether or not they work on the holiday. Banked days will be scheduled at a mutually agreed upon time.

(b) For the purposes of this clause, a normal days pay shall be for all hours worked, exclusive of overtime, as follows:

- 1) For an employee who worked less than 15 days of the 30 days prior to the paid holiday, an amount equal to the total days worked divided by 15;
- 2) For an employee who worked 15 or more days of the 30 days prior to the paid holiday, an amount equal to a full days pay.

(c) An employee who works on a paid holiday shall be paid one and a half times their normal rate for any hours worked in addition to the payment in (a) above.

(d) Paid holidays listed in this Article will be considered as time worked for the calculation of overtime in the pay week, whether the employee works on the paid holiday or not.

(e) When requesting days off, available banked days must be used before days off can be taken without pay.

### **13.03 Holiday Falling on Employee's Vacation**

Any holiday described in 13.01 which falls in an employee's vacation period shall be recognized and an additional day off without loss of pay will be granted.

## **ARTICLE 14 - PAID SICK LEAVE**

### **14.01 Sick Leave Bank**

All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

Employees will be entitled to 3 days sick leave with pay per year.

### **14.02 Medical/Dental Appointments**

The current practice regarding time to attend Medical and Dental appointments will be maintained.

### **14.03 Family Illness**

Unpaid leave from work will be granted to attend to an ill family member and not deducted from an employee's sick leave bank on an hour for hour basis.

### **14.04 Sick Leave Privacy Protection**

The Company will respect the privacy of employees on sick leave. Contact initiated by the employee's manager will be for essential emergency or administrative purposes. Such contact will be limited to correspondence and/or by telephone.

## **ARTICLE 15 - Leave of Absence**

### **15.01 Bereavement Leave**

Employees will be entitled to Paid Bereavement leave of 3 days in the province and 4 days out of province with additional unpaid time not to be unreasonably denied in the event of the death of an employee's spouse, common law spouse, same sex spouse, son, daughter, mother, father, sister brother, mother in-law, father in-law, grand parent, grand parent-in-law, or any other person who was acting in loco parentis.

### **15.02 Special Leave**

Special Leave provisions will be without pay and as follows: Marriage of employee, 2 days; Moving household effects, 1 day; and Canadian Citizenship hearings, 1 day; provided the employee provide 2 weeks notice of any requested leave.

### **15.03 Court Leave**

When a regular employee, other than employees on leave of absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Company in her/his official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.

Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted. Time spent at court by an employee in her/his official capacity shall be at the appropriate rate of pay.

### **15.04 Maternity Leave**

A regular employee shall be eligible for up to Fifty-two (52) weeks maternity leave to be taken in accordance with the Employment Standards Act. At the request of the employee, the Company will provide the employee with a written statement of conditions applying to maternity leave.

An employee desiring to return to work following maternity leave shall notify the Company at least two (2) weeks prior to the desired date of return. On return from maternity leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any general salary increases and benefit changes which occurred during the period that she was on maternity leave.

### **15.05 Parental/Adoption Leave**

- (a) A regular employee shall be eligible for up to twelve (12) consecutive weeks parental leave, to be taken in accordance with the provisions of the Employment Standards Act. For the purposes of adopting an infant, a regular employee shall be eligible for up to twenty-six (26) consecutive weeks adoption leave.
- (b) A request for parental/adoption leave must be submitted in writing at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such request must be accompanied by: (i) a certificate of a



medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or, (ii) in the case of adoption, a letter from the agency that placed the child providing evidence of the adoption of the child.

- (c) Parental leave shall commence:
- i) in the case of a natural mother, immediately following the end of the maternity leave.
  - ii) in the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the new born child.

Adoption leave shall commence:

- i) In the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) In the case of a natural mother or father, if a medical practitioner certifies that an additional period of parental care is required because the new born child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks as specified in the certificate, commencing immediately following the end of the normal 12 week parental leave.
- (e) Notwithstanding the above, an employee's combined entitlement to parental and maternity leave shall not exceed a total of 38 consecutive weeks. An employee's entitlement to adoption leave shall not exceed twenty-six (26) consecutive weeks.

#### **15.06 Public Office**

Leave of absence without pay will be granted employees who:

- i) run for elected office - municipal, provincial, federal.
- ii) are elected to public office.

#### **15.07 Leave Without Pay**

Subject to operational requirements an employee who has completed two (2) years of continuous service will be allowed up to ten (10) consecutive working days leave without pay in any calendar year upon request, and an employee's request will not be unreasonably denied. Such leave will not take precedence over another employee's vacation leave.

#### **15.08 General Leave Without Pay**

Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided her/his reason for leave is satisfactory to the Company.

## **ARTICLE 16 - HEALTH AND SAFETY**

### **16.01 Joint Occupational Health, Safety and Environmental Committee**

Matters pertinent to Occupational Health and Safety will be discussed and dealt with by the Joint Union Management Consultation Committee.

### **16.02 Statutory Health and Safety Compliance**

The Company and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to Occupational Health and Safety.

### **16.03 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which she/ he has reasonable cause to believe is unsafe.

## **ARTICLE 17 - STRIKES AND LOCKOUTS**

During the life of this Agreement the Union will not authorize any strike or walkout and the Company will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade Union.

## **ARTICLE 18 - SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

## **ARTICLE 19 - UNION-MANAGEMENT JOINT CONSULTATION**

Lake City Casinos and COPE recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of this Agreement between the parties. The union-management consultation mechanism will provide a process whereby representatives from the union and management will meet from time to time to discuss issues of concern to any parties.

The overall objective of union-management consultation is to provide an effective ongoing communication between Union and management so as to develop a positive climate conducive to the discussion of problems, if not their resolution.

## **ARTICLE 20 - ELECTRONIC MONITORING**

### **20.01 Performance Monitoring**

In situations where the existence of employee performance difficulties is **evident, such** that closer monitoring or auditing is required, the employee will be advised that such monitoring or auditing is to occur.

## **ARTICLE 21 - DISCRIMINATION AND HARASSMENT**

### **21.01 No Discrimination, Sexual, Racial, or Personal Harassment**

The parties recognize the right of all employees to work in an environment free from sexual, racial, and personal harassment.

Neither the Union nor the Company, in carrying out its obligations under the Collective Agreement, will discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal conviction for which a pardon has been granted. Definition of these protected classes will be consistent with the definitions in the B.C. Human Rights Code.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

### **21.02 Definitions**

#### **(a) Discrimination**

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

#### **(b) Sexual Harassment**

Sexual harassment is comment or conduct of a sexual nature - verbal, physical or by innuendo - including sexual advances, requests for sexual favours, suggestive comments or gestures, physical contact, including assault, when any of the following occurs:

- i) the conduct is engaged in, or the comment is made by a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome.
- ii) the conduct or comment has the effect of creating an intimidating, humiliating, hostile or offensive work environment, and may include the expression of sexist attitudes, language or behaviour.
- iii) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance.

- iv) the conduct or comment is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply.
- v) The conduct or comment is accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

Sexual harassment most commonly occurs in the form of behaviour by men towards women; however, sexual harassment may also occur between men, between women, or as behaviour by women towards men, and is not restricted to interactions between supervisors and subordinates.

(c) **Racial Harassment**

Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile or offensive work environment.

(d) **Personal Harassment**

Personal harassment is defined by the parties as behaviour which serves no legitimate work purpose, denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds prohibited under the B.C. Human Rights Code.

Harassment does not include actions carried out through the exercising in good faith of the employer's supervisory rights and responsibilities.

### **21.03 Complaint Handling**

- (a) A complaint shall be treated in the strictest confidence, except to the extent necessary to fully and properly investigate the complaint, including providing the respondent a copy of the complaint and providing the Company and the Union with any agreement reached between the parties or a report of any investigation.
- (b) Nothing in this Article precludes the Company or the Union from conducting its own investigation and from taking appropriate action, even if the employee withdraws a written complaint or grievance.
- (c) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

### **21.04 Filing a Complaint**

- (a) An employee who believes that she/he has a complaint of harassment is encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease.

- (b) If the request is unsuccessful or if it is considered inappropriate or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union, or a Company representative. The person receiving the complaint will provide the complainant with advice on what options are available and if the employee requests, will assist in the filing of a formal complaint.
- (c) An employee (complainant) who wishes to pursue a complaint arising from an alleged instance of harassment may submit the complaint in writing within six months of the latest occurrence directly to the Surveillance Manager or to the corporate Human Resources Manager. Upon receipt of the written complaint, the employer shall notify the union staff representative. At this stage the name of the complainant may be kept confidential if the complainant so wishes.
- (d) The alleged harasser (respondent) shall be given notice of the substance of a complaint under this clause and shall be entitled to participate in the hearing process in 21.05 below
- (e) The employer's designate shall investigate the complaint and submit her report to the LCC Human Resources Manager immediately or within 15 days of receipt of the complaint. A decision as to the resolution of the issue will be made within 10 days and this decision communicated to the affected parties.
- (f) Where both the complainant and respondent are members of the Union each shall be given the option of having a steward present at any meeting held as part of the investigation. A single steward shall not represent both employees.

#### **21.05 Adjudicator**

- (a) Where either the complainant or respondent, in conjunction with the Union, is not satisfied with the employer's response, the Union will put the complaint, within 30 days, before a mutually agreed upon independent adjudicator who specializes in cases of harassment or discrimination. The adjudicator will work with the parties to achieve a mutually agreeable resolution and if this is not achieved the adjudicator shall have the right to:
  - 1) Dismiss the complaint; or
  - 2) Determine the appropriate level of discipline to be applied to the harasser; or
  - 3) Make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (b) This clause, does not preclude an employee from filing a Human Rights Complaint. However a complaint of harassment, sexual harassment or discrimination shall not form the basis of a grievance.
- (c) Any disciplinary action taken by the Company may be grieved by the affected employee.
- (d) During any investigation and/or Grievance Procedure, the Company agrees to monitor the working environment of individuals involved and make such alternate work arrangements as are necessary to protect their rights. The employer has the right to suspend a respondent pending an investigation where the employer has determined that, based on the severity of the issue in question, the employee's continued presence in the workplace

constitutes a serious and immediate concern. During the course of the investigation, it may be necessary to limit the contact between the complainant and the respondent. However, a complainant will not be moved to another work location, without her or his consent.

## **21.06 Respectful Work Place Mediation Procedure**

### **(a) Intent of Procedure**

Pursuant to the provisions of this Article, the following procedure will apply when dealing with personal harassment complaints; that is, complaints other than those related to grounds prohibited under the B.C. Human Rights Code. The intent of this procedure is to promote early intervention and access to mediation as a means of facilitating, where possible, a resolution. The Union and the Company agree to promote the use of a mediated approach prior to engaging the formal complaint procedure as set out above. Where mediation occurs it will be conducted without prejudice to any further action by either party. Either party to the mediation may withdraw from the mediation process at any time.

### **(b) Requesting Mediation**

- i) Prior to requesting mediation, an employee who believes she/he is the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.
- ii) If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of the Union or the Manager of Human Resources.
- iii) Requests for mediation may be initiated through the Union or the Manager of Human Resources. The nature of the offending behaviour, relevant dates, and the name of the person whose behaviour is at issue will be submitted in writing, signed by the complainant, to the Manager of Human Resources with a copy of all mediation requests to the Union.

### **(c) Mediation Process**

- i) The Manager of Human Resources will assign a Mediator within five (5) working days of receipt of the signed mediation request. Mediator assignment will be on a rotational basis from a list of candidates deemed qualified and acceptable to the parties. Costs associated with Mediators will be borne by the Company. The mediation will be completed within ten (10) working days from the date of assignment, or as soon thereafter as practicable.
- ii) Each party may be accompanied in the mediation process by a readily available Company/Union Representative for support.

- iii) The Mediator will, in situations where the mediation results in a resolution, generate a settlement agreement within five (5) working days of the conclusion of the mediation. Settlement agreements will not alter, modify or amend any part of the Collective Agreement and will be administered in accordance with the terms of the Collective Agreement. The settlement agreement will be signed and exchanged by both parties with copies going to the Union and the Manager of Human Resources.
- iv) Should either party to the settlement agreement, within the first six months of the Agreement, be of the opinion the Agreement has been breached, she/he will make her/his views known to either the Union or the Company. The Union and the Manager of Human Resources will work with the parties in an effort to restore the Agreement. This may involve referring the parties back to the original Mediator.
- v) Any initial issue arising between the parties to the settlement agreement, beyond the first six months of the Agreement, will be deemed to be a new issue and will be dealt with through the appropriate mechanism.
- vi) In situations where, in the opinion of the Mediator, a resolution is not to be found, the Mediator will conclude the mediation. This will be done in consultation with the Union and the Company. The Mediator will, within ten (10) working days of the conclusion of mediation, issue a report to the Union and the Company outlining the reasons for concluding the mediation.

## ARTICLE 22 - BENEFIT ENTITLEMENT

### 22.01 Benefits Entitlement

- a) Subject to hours excluded for calculation found in (c) below, in order to be eligible for benefits under the group benefit plan employees must have worked or have been scheduled to work for a minimum of 30 hours per week on a consistent period during the 3 month period prior to joining the plan.
- b) To determine ongoing eligibility, the employer will conduct quarterly reviews of the hours worked versus the eligibility requirements. If an employee's weekly average hours fall below 30 for the quarter being considered, he/she will be issued a letter advising of this and of the causes. Should the employee not increase his/her work hours during the next quarter such that the six month average of eligible hours do not reach the 30 hour weekly minimum, his/ her benefits will end.

- c) The following hours are excluded from group benefit eligibility calculations:

<b>Absence</b>	<b>Description</b>
Authorized absence	Unscheduled day off work
Requested day off	Scheduled day off without pay
No Show	Absent , no call
Dropped shift	Scheduled/offered shift not accepted
Suspension	Suspension without pay
Requested hours reduction	Work hours reduced on request of employee

### 22.02 Group RRSP Plan

The employer will establish a voluntary group RRSP Plan. The Employer will contribute to the plan on a basis that matches the employee's contribution of two percent of their base pay. Employees may at the own discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested immediately.

### 22.03 Group Benefits

The employer agrees to maintain the existing Plan A Employer paid plans with the exception of LTD which is employee paid.

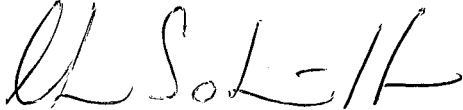


Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed on behalf of the Employer

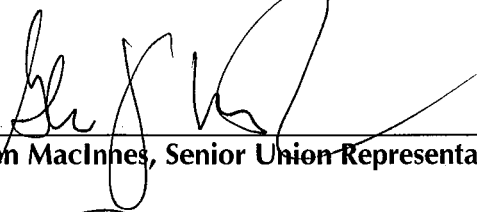


Don Chambers, Human Resources Manager



Chris Sotvedt, Surveillance Manager

Signed on Behalf of the Union



Glen MacInnes, Senior Union Representative



Troy Thicke, Committee Member

## MEMORANDUM OF AGREEMENT

Whereas Gateway Casinos doing business as Lake City Casinos (the Employer) and the Canadian Office and Professional Employees Union, Local 378 (the Union), respectively referred to as the parties, have engaged in collective bargaining for a first collective agreement over an extended term of bargaining;

And whereas the parties have numerous previously agreed to articles of the collective agreement that were either officially signed by both parties or believed to be agreed between the parties orally and thus concluded collective bargaining under these circumstances;

Now therefore, the parties agree that Trevor Sones will be retained as mediator/arbitrator for any errors, omissions in the previously discussed and tentatively agreed collective agreement language. The parties further agree that should any issue(s) arise that create a disagreement, or a potential of a disagreement, between them, the following process will be followed to determine a resolution to said issue(s):

1. The parties will first make one another aware of any issue(s) that could result in a disagreement and will attempt to resolve the issue(s) on their own accord.
2. If unable to resolve the issue(s) at step 1 the parties will contact Mr. Sones who will attempt to mediate the outstanding issue(s) by telephone.
3. If unable to resolve the issue(s) at step 2 the parties will be required to submit their respective submission(s) on the outstanding issues in writing to Mr. Sones within 15 calendar days of his request to do so from the parties. Mr. Sones maintains the authority to govern any and all parts of the submissions process. If satisfied with the information provided through the written submission process, Mr. Sones will make a decision that is binding on both parties thus resolving the issue(s) outstanding. Mr. Sones will not be required to provide written reasons for his decision nor will the decision be subject to any appeal process.
4. The parties agree that every effort will be made throughout this process to resolve any issue(s) by mediation.

Signed in Penticton – April 4<sup>th</sup>, 2012

“Trevor West”  
For the Employer

“Dave McPherson”  
For the Union