

BCGEU

and

RIVER ROCK CASINO RESORT

RATIFICATION SUMMARY

September 18, 2017

After more than a year of hard negotiating, your Bargaining Committee is pleased and proud to announce that a tentative Collective Agreement has been reached with your Employer.

This tentative first agreement will see vast improvements to your working conditions, including: wages, benefits, scheduling, health and safety, plus so much more. In fact, for most River Rock members, you will become some of the highest paid casino workers in the province. This is incredible, unprecedented, and could not have happened without the collective support of the membership! We did it!!

Following, is a comprehensive review of your first BCGEU contract.

A complete copy of the language will be available for you at the ratification vote scheduled for September 21st thru 23rd at the workplace. This will be your opportunity to review all that has been agreed to at the negotiating table, ask questions, and vote on whether or not you support this first agreement.

YOUR BARGAINING COMMITTEE UNANIMOUSLY SUPPORTS THIS TENTATIVE AGREEMENT, AND URGES YOU TO DO THE SAME!

Your Bargaining Committee:

Cherry Huang, *Chairperson*
Hayman Sung
Harvinder Jaswal
San Chen

Glenn Matheson
Zenaida Ordonez
Watson Tseng
Eric Escobar

Chad McQuarrie, Staff Representative - Negotiations
Lindsay Buss, Staff Representative – Negotiations

- **Introduction**
 - Rhetorical language about getting along and having mutually respectful relationships
- **Definitions**
 - Standard language for contract terminology: Agreement; Employee; Employer; Union; part-time; casual call-in; spouse; day of rest; leave of absence with and without pay; shift; work or worked
 - Probationary employee – is a new hire and will be subject to a 5 month probationary period (*subsequent probation or trial periods are 2 months in duration*)
- **Union Security**
 - River Rock is a closed shop and it is a condition of employment that you join and maintain membership in the BCGEU.
- **Check Off of Union Dues**
 - Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form.....*standard contract language for dues deduction*
- **Union Recognition and Rights**
 - Bargaining Unit certification language
 - New member orientation – Union has 15 mins to welcome new members to the union
 - There will be no other agreement or special meetings with anyone other than the Union
 - There will be **15 shop stewards** to be elected
 - Each steward will be allowed **8 hours per month with pay** to investigate grievances and local issues; this is in addition to Step 1 grievance meetings with the Employer
 - Joint Union/Management Committee
 - Four & four members, co-chaired, can include Staff Reps, additional guests as required
 - Meetings, at least once every two months
 - Straight-time pay for attending meetings
 - Alternative schedules, preference forms and scheduling for part-timers are topics for discussion
 - Minutes posted, once approved
 - Union leave to attend conventions, meetings and training; for elected officers positions up to 3 years; for Bargaining Committee (*pattern language*)
 - Bulletin Board – the Employer will provide the Union with a covered 4 foot square board for Union notices in a mutually agreed place
 - Private Space – Shop Stewards will be provided a room to meet with members to discuss and investigate grievances
 - Staff Representatives will have access to River Rock with proper notice given
 - Excluded managers will be limited from performing bargaining unit work and only allowed in certain circumstances. During the term of this collective agreement, those circumstances will be diminished
 - Union buttons and pins can be worn in the workplace but they must not be negative or derogatory and no bigger than a loonie
 - Relevant information will be provided to both parties for collective bargaining purposes

- **Management Rights**
 - Typical management rights language that looks very familiar to what you see in the public sector agreements.

- **Regulatory Requirements**
 - The language addresses BCLC licensing and regulatory requirements, including the responsibility of employees to keep theirs current.
 - If there is a dispute, the employee can grieve
 - The Employer will provide the Union with any changes to regulations that may affect our members

- **Discrimination, Harassment and Bullying**
 - The parties recognize the principles under the Human Rights Code and that workers have a right to a workplace free from discrimination, harassment and bullying.
 - This article provides a complaint procedure that concludes with an independent adjudicator, if it can't be resolved in-house.

- **Occupational Health & Safety Committee**
 - Structure for a joint OH&S committee, *per the OSH Regulations*, with 7 Union-appointees
 - 3-year term
 - No loss of pay to attend meetings; wage replacement on a day off
 - **\$500 per year** Incentive Bonus for members on Cttee
 - First Aide Attendants – Increase in premium from **\$1.50 to \$2.00** an hour
 - Language re: Workplace Violence & Abusive Patrons – *this language was hard fought for and gives some acknowledgment and process when these events occur*

- **No Contracting Out**
 - The employer will not contract out any bargaining unit work when union members are available
 - Current contractors (for housekeeping, culinary and security) are used in a supplementary basis only and will not result in lay-off or reduction of work for union members

- **Discipline**
 - Right to have a steward present at disciplinary meetings, or a Staff Rep if you are a steward
 - Right to review your personnel file
 - Formal appraisals will be used for annual performance reviews and employees will be given a copy
 - Disciplinary letters can be removed from the personnel file after 17 months, provided no further infractions.
 - Discipline, up to and including discharge of employment, shall be in accordance with the principles of progressive discipline.

- **Grievance Procedure**
 - **Step 1**
 - Member must notify supervisor potential grievance within 4 days
 - Member and steward have informal meeting with supervisor within 14 days
 - Member must submit written grievance to Step 2 within 10 days of informal meeting
 - **Step 2**
 - Member submits grievance on formal grievance form to Union & Employer
 - **Step 3**
 - Staff Rep and Human Resources meet within 14 days of receiving the grievance form
 - Following the Step 3 meeting, the Employer has 14 days to respond
 - If the grievance remains unresolved, the Union can refer to Arbitration within 14 days of the Employer's response or when the response was due
 - Dismissals, or suspensions over 14 days, can be filed directly at Step 3

- **Arbitration Procedure**
 - There is an expedited arbitration procedure
 - There is a formal arbitration procedure, with a single arbitrator, mutually agreed-on between the parties, and cost shared

- **Job Postings and Transfers**
 - Job vacancies will be posted for seven days
 - Seniority is the deciding factor when qualifications are relatively equal
 - Internal candidates will be given priority over external candidates when qualifications are relatively equal
 - Unsuccessful candidates can meet with the Employer, with their steward, to discuss the reasons why not

- **Training**
 - There will be a posting and selection process, which considers seniority, for Employer-mandated or job related training; course costs are covered and attendance at training are paid at straight-time rates
 - Courses costs will be covered for Security officers and supervisors and attendance at training are paid at straight-time rates

- **Lay-Off and Recall**
 - Consultation with Joint Union/Management Committee for lay-offs over 10 people
 - Lay-off in reverse order of Company seniority by department
 - Right to re-call for up to 13 weeks in any period of 20 consecutive weeks, with no recall, before termination
 - Recall by Company seniority by department
 - Notice of lay-off and severance requirements

- **Statutory Holidays**
 - **Boxing Day** has been added to increase the stat holidays from ten to **eleven stats**
 - The formula to be eligible for stat pay (15 of the preceding 30 days), overtime if working the day and counted as a work day if you are away on vacation

- **Annual Vacation**
 - Vacation entitlement and payment:
 - 1 year of service shall be entitled to 10 days' vacation and 4% of gross earnings
 - 5 years of service shall be entitled to 15 days' vacation and 6% of gross earnings
 - 10 years of service shall be entitled to 20 days' vacation and 8% of gross earnings
 - 20 years of service shall be entitled to 25 days' vacation and 10% of gross earnings
 - Reimbursement for all expenses if called back from vacation
 - Vacation Scheduling for Casino
 - will occur at the same time as the Shift Pick
 - Conducted by order of seniority
 - Blocks of vacation will be scheduled before partial blocks or single days
 - Vacation Scheduling for Hotel
 - Will commence in November every year
 - Conducted by order of seniority
 - Blocks of vacation will be scheduled before partial blocks or single days
 - Completed vacation schedules will be posted by Dec 15th each year for the upcoming year

- **Special Leaves**
 - **Bereavement Leave**
 - 3 days paid leave for immediate family
 - *Immediate family* is defined as a spouse, parent, guardian, father-in-law, mother-in-law, grandparent, sibling, child or grandchild of an employee or someone living with the employee as a member of the family.
 - Additional unpaid leave, as required

 - **Family Responsibility Leave**
 - 5 unpaid days
 - For care, health or education of child, or care or health of any other member of the immediate family: spouse, parent, child and any person who lives with an employee as a member of the family

 - **Compassionate Care Leave**
 - Leave from work, while on Employment Insurance, to care for terminally ill family member
 - Seniority and benefits continue (single coverage) for up to six months of the leave.

 - **Jury Duty and Court Attendance**
 - Unpaid leave to attend court

 - **Armed Forces or Humanitarian Leave**
 - Unpaid leave to serve

- **Special Citizenship Leave**
 - One day paid leave to attend ceremony for Canadian Citizenship
- **Personal Leave**
 - Unpaid leave of absence, when nothing else applies
- **Hours of Work**
 - The regular hours per day for full-time will be eight and ten in the case of Security Officers to a maximum of 40 hours per week
 - There will be two consecutive days off in a seven day work week on fixed bid lines; flex bid lines can vary
 - Normal hours for regular part-time will be from four to ten hours a day and not over 40 hours in a week; plus two consecutive days off in a seven day period
 - **Rest periods** for table games continue with a 15 min. paid break for every 60 mins. of work; craps dealers get 20 mins; rest periods cannot be scheduled within the first or last hour of work; for others working 6+ hours they get two 15 min. rest breaks; Security Officers get **an additional 15 min. period** for their extended 10 hour shift.
 - Everyone working 6+ hours, except table games and hospitality, get a 30 min. paid meal break
 - **35% discount for all food venues** while on shift, except Starbucks
 - Early Outs – will be offered by seniority, on a voluntary basis; if no one volunteers, the most junior person will go early
- **Overtime**
 - Rates for overtime and when overtime commences
 - Pre-scheduled overtime will be offered in order of seniority, on a rotational basis
 - Random single day overtime will be offered on a voluntary basis
 - Forced overtime will be in reverse order of seniority
 - No one will have their hours cut in order to equalize the weekly hours from working overtime
- **Seniority**
 - Company seniority is the length of service from the employee's date of hire with Great Canadian
 - Company seniority is established for regular employees, following completion of the probationary period, and then back-dated to the date of hire
 - Job Code seniority is the length of service of the employee in their department at their primary job code at River Rock
 - A primary job code is the employee's highest paying job code
 - Employees will only earn seniority in their primary and active job codes
 - Job code ranking and seniority lists will be posted two weeks ahead of the shift pick
 - The employer will provide seniority lists to the Union once a year
 - Employees will lose their seniority if they: resign; are discharged; are laid off for more than 13 weeks in a 20 consecutive week period; fail to return when recalled or at the end of a leave; lose their GPEB or other license; or they accept an excluded position for more than six months
 - Effective date of settlement, all current and previously recognized job code seniority dates will be considered accurate
- **Shift Work**
 - Shift differential for working Night shift, midnight thru 7:00 – an increase **from \$0.25 to \$0.75**

- **Pregnancy/Maternity, Parental and Adoption Leave**
 - Standard language re: unpaid leave to access *Employment Insurance* income
 - Maternity leave is 17 weeks; Parental is 37 weeks; Adoption/Parental is up to 52 weeks
 - Leave can be extended for health reasons of the mother or child

- **Health and Welfare**
 - BC Medical - The Employer will pay 100% of the premiums for the employee **and their family**
 - Extended Health/Dental/LTD - The Employer will pay 100% of the premiums for the employee
 - Vision Care Benefits, deductible not applicable. Maximum \$275 every 24 months if age 18 or older and every 12 months if age 17 or younger. Covers prescribed eyeglasses, contact lenses, laser eye corrective surgery, prescription sunglasses and prescription safety glasses and eye examinations
 - Employee and Family Assistance Program – available for employees and their families
 - The current H&W package remains the same, but the hours for eligibility of benefits have been reduced **from 25 to 24 hours a week**

- **Sick Days and Sick Leave**
 - Regular employees all get **3 paid sick days** on January 1st each year
 - All regular employees at date of ratification, will receive **two paid sick days for 2017**
 - Additional sick time will be allowed without pay
 - Unused sick days will be paid out at the end of the year

- **Work Clothing**
 - The Employer will clean uniforms, or pay the following:
 - **\$1.25 per shift** for Supervisors and Security Officers; and
 - **\$1.00 per shift** for all other employees.
 - A staff lunchroom will be provided, and facilities to store employees' personal effects while they are at work.

- **Casual Call-In**
 - Recalled by order of Company seniority within a department and Job Code
 - Refusal to work six shifts on nine call-outs, for which availability was given, in any consecutive 90 day period, ends in termination
 - Must be available to work one shift/week

- **Scheduling (Housekeeping and Culinary)**
 - Preference Forms will be used to help create schedules and start times
 - Priority will be given to the highest job code seniority first, in each department.
 - Work schedules will be posted at least 48 hours in advance of the start of the scheduling period
 - Employees with less than 40 weekly hours can elect to maximize their hours before overtime will be offered
 - Overtime will then be offered in order of seniority, on a rotational basis
 - Shift exchanges will be allowed, but require 48 hours' notice

- **Scheduling (Casino Operations)**

- An annual shift pick will occur in the fall of each year, to be effected the following January
- A Union representative will observe the entire process
- The number of fixed bid lines have been increased substantially and will remain at these levels going forward
- Start times will not vary by more than 3 hours
- Part-time employees, and those working in flex bid lines, will have opportunity to maximize shifts to 40 hours weekly
- Bi-weekly schedules will be posted at least 48 hours in advance

Term of Agreement

- **This is a 4 year agreement, expiring September 30, 2021**
- The terms will continue in force and effect, until the next round of bargaining

- **Payment of Wages and Allowances**

- General wage increases shall be as follows:
 - **2% effective September 30, 2018**
 - **2% effective September 30, 2019**
 - **2% effective September 30, 2020**
- ***The annual wage increase is across the grid (previously, increases only applied to Step 10)***
- Work in two Job Codes
 - when an employee is assigned or works in a higher rated job code, they receive the higher rate for all hours worked;
 - when an employee is required to work in a lower rated job code by the Employer, they shall be paid at the higher rate
 - an employee can maximize their hours at the lower rate if requested at the time of the shift pick.

Implementation onto the new wage grid

*****the wage grid has been collapsed from 10 to 5 steps and River Rock has been placed at the top and over, in some cases, of salaries for every classification, compared with all other unionized casinos in BC***

- *Effective date of settlement, employees will placed on Appendix A, Job Code and Wage Rates based on years of service as follows:
 - Step 2: Passed probation up to 5 years (less one day) service
 - Step 3: 5-10 years (less one day) service
 - Step 4: 10-15 years (less one day) service
 - Step 5: 15+ and over years of service

- All Employees will progress up the wage scale effective October 1st (potential ratification date) of each year, during the term of this agreement, until they have reached Step 5

****The 2% increase goes onto the grid, plus there is the annual step increase thru Step 5**

Appendix A, Job Code and Wage Rates

Classification	Job Code	Probation/ New Hires	Step 1	Step 2	Step 3	Step 4	Step 5	Current Step 5 Wages Paid	Approx% Change
Cashier	048100	14.07	14.57	15.57	16.57	18.07	18.57	17.75	4.62%
Count Team	048400	15.13	15.63	16.63	17.63	18.63	19.63	17.50	12.17%
Cage Supervisor	048600	20.25	20.75	21.25	21.75	22.25	22.75	20.75	9.6%
Count Team Supervisor	048640	20.25	20.75	21.25	21.75	22.25	22.75	21.50	5.8%
Guest Services Representative	022100	13.63	14.13	15.13	16.13	17.13	18.13	16.20	11.9%
Guest Services Supervisor	022600	17.68	18.18	18.68	19.18	19.68	20.18	17.70	14%
Floor Security	026400	19.00	19.50	20.00	20.50	21.00	21.50	20.50	4.9%
Security Supervisor	026800	20.50	21.00	21.50	22.00	22.50	23.50	22.00	6.8%
Slot Attendant	044100	14.00	14.50	15.00	15.50	16.00	16.50	15.00	10%
Slot Supervisor	044600	16,55	17.05	17.55	18.05	18.55	19.05	16.95	12.38%
Dealer Level 1	XXXXXX	12.15	12.65	13.24	13.83	14.41	15.00	14.00	7.14%
Dealer Level 2	XXXXXX	14.30	14.80	15.35	15.90	16.45	17.00	14.00	21.4%
Dealer Level 3	XXXXXX	15.70	16.20	16.70	17.20	17.70	18.20	15.00	21.3%
Dealer Supervisor Level 1	042620	17.90	18.40	18.90	19.40	19.90	20.40	16.20	25.9%
Dealer Supervisor Level 2	XXXXXX	18.90	19.40	19.90	20.40	20.90	21.40	17.20	24.4%
Boxman	042680	19.30	19.80	20.30	20.80	21.30	21.80	19.10	14.13%
Dishwasher	042660	14.04	14.54	15.04	15.54	16.04	16.54	14.75	12.13%
Shift Lead	042680	14.75	15.25	15.75	16.25	16.75	17.25		
Storekeeper/Receiver	042660	20.39	20.89	21.39	21.89	22.39	22.89	15.00	52.6%
Senior Chef de Partie	XXXXXX	22.44	22.94	23.44	23.94	24.44	24.94	21.50	16%
Chef de Partie	052151	19.94	20.44	20.94	21.44	21.94	22.44	18.50	21.29%
Demi Chef de Partie	052631	17.45	17.95	18.45	18.95	19.45	19.95	16.25	22.76%
Commis Chef	052660	16.23	16.73	17.23	17.73	18.23	18.73	14.25	31.4%
Houseperson (Housekeeping)	052650	19.79	20.29	20.79	21.29	21.79	22.29	17.00	31.1%
Room Attendant	052320	19.04	19.54	20.04	20.54	21.04	21.54	16.25	32.55%
Seamstress/Laundry Attendant	052310	19.04	19.54	20.04	20.54	21.04	21.54	16.25	32.55%
Housekeeping Supervisor	XXXXXX	21.04	21.54	22.04	22.54	23.04	23.54	17.25	36.46%
Tumdown Attendant	056100	14.50	15.00	15.50	15.75	16.00	16.25		

- High Limit Premium:**
 - VIP Supervisor: \$1.00 per hour
 - VIP Dealer: \$0.50 per hour
- BC Target Pension Plan**
 - Effective October 1, 2020
 - Prior to, application will be made to BC Target Pension Plan

- Current employees can voluntary move from the GCC pension plan to the BCGEU pension plan
- Current contribution levels remain (2% and 2%)
- Mandatory for all new hires
- **MOA – Room Attendants/Workload**
 - A joint Committee on Room Attendant Workload will be appointed for ongoing review and discussion between the parties about the workload in housekeeping
 - The criteria listed in this MOA is subject to amendments by mutual agreement
 - The workload for room attendants has been reduced and defined in all areas of the hotel
- **MOA – TIP Committee**
 - A structure to elect a committee of representatives from each department: Table Games, Slots, Guest Services, Cage Services
 - One year term
 - Committee is responsible for the distribution of all gratuities to members working in these departments
 - Employer will provide secure facilities to carry out the count and for distribution purposes
 - Straight-time rate will be paid to Committee members
 - Committee will determine the allocation of gratuities, but the current percentages cannot be lowered for department during the term of this agreement
 - A second TIP Committee will be maintained for Culinary

- **MOA - New Job Codes/Classifications – Wage Rates**

If the Employer establishes a new classification (job code), the parties will discuss the wage rate. If we can't agree, the Union has the right to grieve.

- **MOA – Code of Conduct and Whistleblower Policy**

- **Job Descriptions**

The Employer has agreed to send a copy of the current job descriptions to the BCGEU area office.