

# **COLLECTIVE AGREEMENT**

*Between:*

**GRAND VILLA  
SURVEILLANCE**

*And:*



***April 1, 2019 – March 31, 2023***

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## ARTICLE 1 - INTRODUCTION

### 1.01 Purpose

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 and Article 22 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

### 1.02 Purchasers, Lessees or Transferees

This Agreement binds any purchasers, Lessees or transferees of the operations identified in this Collective Agreement, is subject to the provisions of *Section 35* of the *Labour Relations Code* upon sale or transfer of assets.

In the event of the sale of the establishment it is the obligation of the successor owner to abide by all terms and conditions of this Agreement. It is further understood:

If the casino or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred.

If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it has been signed by the purchaser, lessee or transferee as the case may be.

### 1.03 Gender References

All Articles and clauses referred to in this Agreement apply equally to both male and female employees.

## ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

### 2.01 Duration

- (a) This Agreement shall be effective April 1, 2019 to and including March 31st, 2023.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the *Labour Relations Code of British Columbia*.

- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - i. the Union commences a legal strike; or
  - ii. the Employer commences a legal lockout; or
  - iii. the parties enter into a new or further Agreement.
- (c) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

## **2.02 Labour Relations Code - Section 50(2) and 50(3) Excluded**

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

## **2.03 Strikes and Lockouts**

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

## **2.04 Contracted Services**

The Employer agrees to enter into good-faith discussions with the Union regarding contracting services prior to any decisions being made by the Employer.

## **2.05 Extent**

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto.

In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether be inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial

legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

- (b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

#### **2.06 No Individual Contracts or Agreements**

- (a) No employee shall be allowed to enter into any individual contract or agreement with their Employer.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

### **ARTICLE 3 - UNION RECOGNITION**

#### **3.01 Recognition of Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For purposes of this Agreement, the terms “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- (c) The Employer agrees there shall be no discrimination exercised or practised with respect to any employee by reason of their membership in the Union or participation in its activities.
- (d) The Employer and the Union agree that no Employee shall be asked to work under any condition that is not consistent with the terms and condition of this collective agreement and at no time shall any Employee covered by this agreement be subject to an agreement without the written agreement of the Union.



### **3.02 Refusal to Work With Non-Union Employees / Recognition of Legal Picket Lines**

- (a) During the life of this Agreement the Union will not authorize any strike or walkout and the Company will not cause any lockout. Employees refusing to cross picket line will not be disciplined.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

### **3.03 Performance of Bargaining Unit Work**

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency and when regular employees are not available.

### **3.04 Fair Labour Services, Products and Materials**

The Employer undertakes, wherever possible to use services, products and other materials necessary to the proper functioning of the Casino, which are manufactured, provided or produced under fair labour conditions.

### **3.05 Union House Card**

The Employer agrees to post the Union House Card in a conspicuous place in the department of the operation of the Casino.

### **3.06 Bulletin Boards**

The Union will have the exclusive use of one (1) locked, glass enclosed bulletin board provided by the Company, which will be located in the lunchroom.

This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to members of the bargaining unit.

All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

### **3.07 Unit Meetings**

The Company will provide a meeting room to the Union at no cost, six (6) times per a year, for the purpose of the Union conducting meetings with Unit employees.

### **3.08 Information for the Union**

The Company will supply the Unit Chair and the Local Representative with the following information upon reasonable request:

- (a) Employees who acquired seniority;
- (b) Employees transferred into or out of the bargaining unit;
- (c) Employees on leave of absence beyond seven (7) calendar days;
- (d) Employees on Workers' Compensation; and the date of the occurrence;
- (e) Employees on light duties, modified work or other accommodation;
- (f) Employees on layoff;
- (g) Employees who have been disciplined, suspended, discharged or who have quit;
- (h) Any changes in Managers who deal with the Union;
- (i) Names, addresses, telephone numbers and email addresses of each employee in the bargaining unit, dates of hire, classification, hourly rate, and any premiums.
- (j) Any rules, policies, or procedures implemented by the Employer will be provided to the **Unit Chair** in hard copy written format on an ongoing basis.

### **3.09 Union Access**

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced.

The Employer is entitled to require an individual to substantiate that he is an authorized representative of the Union.

- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer. The Union is aware of and must follow protocols and guidelines set out by G.P.E.B. and the B.C.L.C.
- (d) The investigation must not result in any disruption with the Employer's operations of affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

## ARTICLE 4 - UNION SECURITY

### 4.01 Membership

All employees who are now members of the Union or who become members shall remain members in good standing as a condition of employment.

### 4.02 New Employees

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this collective agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Employer will provide Local Union Representative immediately with the name, address, telephone number, classification and first schedule of newly-hired employees.
- (d) A Shop Steward will be given an opportunity to privately meet with new employees for up to thirty (30) minutes, with no loss of pay to the Steward or the employee, for the purpose of acquainting the new employee(s) with Union membership.

This meeting should occur within the first thirty (30) days of employment, at a mutually agreeable time and not unduly impact the operations of the Employer.

### 4.03 Check-Off - Assignment of Wages

- (a) All new employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

### 4.04 Check-Off Process and Procedures

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee,

such employees shall, upon demand, sign and present the appropriate assignment of wages form.

- (c) All monies deducted from employees' will be remitted via direct deposit to the Local Union. The Employer agrees to use the union dues spreadsheet as designated by the Local Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted.

In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.

- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing.

If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

- (h) The Employer agrees to show on each employee's T4 Slip the amount of Union dues deducted.
- (i) In the event the Employer fails to remit the Union dues as per Section (c) of this Article a penalty of five hundred (\$500.00) dollars will be levied.

#### **4.05 An Employee's Failure to Maintain Membership in Good Standing**

Upon notice in writing from the Union to the Employer that an employee:

- (a) Has revoked their membership in the Union;
- (b) Has not signed a written assignment of wages to pay initiation fees;
- (c) Has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) Is suspended from the Union;
- (e) Has been expelled from the Union;
- (f) Has resigned from the Union.

The Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

## **ARTICLE 5 - UNION STEWARDS**

### **5.01 Shop Stewards**

- (a) The Union shall appoint or elect from among the employees, and the Employer shall recognize Shop Stewards and a Unit Chair. The duties of the Shop Steward and Unit Chair shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.

It is understood that when dealing with the Employer each grievance shall ordinarily be handled by one (1) Shop Steward and or the Unit Chair regardless of the number of shop stewards in the workplace.

- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward and Unit Chair provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed.

The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

- (c) The Shop Steward's, as well as the Unit Chair's, first obligation is the fulfillment of their responsibility as an employee.

During their working hours, the Shop Steward and Unit Chair are not entitled to engage in Union activities other than is necessary in order to receive, investigate and resolve grievances.

- (d) The Union Steward and the Unit Chair must not leave their assigned work area on Union business, without prior permission from the Employer. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards and the Unit Chair during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward or the Unit Chair take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward and the Unit Chair shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

## **5.02 Labour-Management Communications Committee**

In order to improve communications between the parties, and in order to have a vehicle for the Company and Union to continuously review day-to-day issues concerning schedules, working conditions and workload, as well as issues not covered by the collective agreement, the parties agree to establish a Labour-Management Communications Committee.

The features of this Committee will be as follows:

- (a) The Employer and the Union will each have three (3) Representatives on the Committee; A Staff Representative or their designate and the Employer representatives shall include the Manager from Human Resources, or their designate.
- (b) The Employer and the Union will select one of their representatives as a Chair. The Employer and the Union designate will alternate in chairing the meetings.
- (c) Meetings will take place at least monthly; more often by mutual agreement. The Employer will cover the cost of time spent attending the meeting.
- (d) An agenda will be prepared at least two (2) days in advance of the meeting. Only items on the Agenda will be discussed at the meeting.
- (e) Minutes of the meeting will be kept, and distributed to all participating members.
- (f) This Committee will not take the place of the Grievance-Arbitration provisions of the collective agreement, nor will any decisions of this Committee be permitted to alter any of the terms and conditions of employment contained in the collective agreement. It is agreed that promoting wellness in the workplace shall also be an objective of this Committee.

**5.03 Section 53 of the Labour Relations Code**

The parties agree that this provision meets the requirements of *Section 53 of the Labour Relations Code of British Columbia*.

**5.04 Unit Chair Unit Chair**

The Union will select and the Company shall recognize, a Unit Chair who shall be a Grand Villa Surveillance Employee. The Unit Chair shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to this location for these purposes. The Unit Chair shall be permitted to attend all meetings related to bargaining unit members if requested.

**ARTICLE 6 - RESERVATIONS TO MANAGEMENT**

**6.01 Management Rights**

Management of the working forces, including the right to direct, plan and control operations, and to schedule working hours, and the right to hire, promote, demote, transfer, discipline, suspend or discharge employees for just cause, or to release employees because of lack of work or the right to introduce new and improved methods or facilities, and to manage the office in the traditional manner is vested exclusively with the Company, subject to the express provisions of this Agreement. Employees will not be required to work at other locations operated by the Employer, unless mutually agreed upon. If an Employee chooses to work temporarily at another location all terms and conditions of the Collective Agreement will remain in effect.

The Union acknowledges that the Company's gaming business is regulated by the BC Lottery Corporation, Gaming Policy & Enforcement Branch and by provincial and municipal laws and bylaws applying to the gaming business.

**ARTICLE 7 - PROBATIONARY PERIOD**

**7.01 Probationary Period**

A new employee's probationary period shall be either the first sixty (60) work shifts or three (3) months, whichever occurs first.

The purpose of the probationary period is to provide the Employer with an opportunity to review the employee's performance level and afford the new employee an opportunity to determine whether job requirements and duties match the new employee's expectations.

Employees who successfully complete their period of probation will become regular employees and shall have all the rights and benefits provided by this Agreement.

The probationary period may be extended by mutual agreement of the Parties.

A new employee hired under the terms of the Collective Agreement will be credited with seniority back to the date of hire upon completion of the probationary period.

## **ARTICLE 8 – TRAINING**

### **8.01 Cross Training Opportunities**

- (a) Should the Employer offer departmental cross training to employees for Supervisory Manager on Duty (MOD) positions, it will post a notice with the work schedules for seven (7) calendar days outlining the type of training and the necessary qualifications, skill and abilities needed for the training. The Employer will provide a copy of this notice to the Unit Chair upon posting.
- (b) Cross training opportunities shall be offered, based on seniority.
- (c) No employee shall receive a reduction of hours, be displaced or replaced as a result of cross training.
- (d) There will be no reduction of Surveillance Staff during the training period.

### **8.02 Training Program**

The Employer agrees to have a mandatory training period for a minimum of two (2) days instruction on table games, for all new members. An additional one (1) day refresher course will be available upon reasonable request to all members.

The Employer agrees to notify the Union of any training programs which the Employer may undertake.

The Employer agrees further that any training shall not result in the reduction of regular hours of a regular employee or the reduction of scheduled hours of any employee.

Note: Any new surveillance equipment and table game should be trained by a qualified trainer.

Training manuals will be filled out during the training process, within a one (1) year time frame.



## ARTICLE 9 – SHIFTS

### 9.01 Shift Hours

All shifts assigned by the Employer must be ten (10) hour shifts with three (3) consecutive days off. The introduction of shifts that are less than ten (10) hours, may only be done with the approval of the Union. The parties agree to maximize as many ten (10) hour shifts as possible.

### 9.02 Break Times

(a) Total break time shall be one (1) hr twenty (20) minutes. Employees shall have a choice for either two (2) x thirty (30) minute breaks and one (1) twenty (20) minute break or four (4) x twenty (20) minute breaks; these requests will not be unreasonable denied. Rest periods may be adjusted in length, by mutual agreement between an employee and their supervisor, as long as the total rest period does not exceed one (1) hour and twenty (20) minutes. Employees remain on-call during breaks in the event of emergencies on site. Therefore, all breaks are paid the employees regular rate.

(b) 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, during occasions when bargaining unit employees are not available, and non- bargaining unit employee are available, they will 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.

### 9.03 Payment for Time in Lieu of Breaks

Should an employee, as a result of working through their breaks or meal period, that day, shall have those hours paid at the applicable overtime rate.

**Note:** Total break time is one (1) hr twenty (20) minutes. Operator has a choice of either two (2) x thirty (30) minute and one (1) x twenty (20) minute break **or** four (4) x twenty (20) minute breaks.

#### **9.04 Work Schedules**

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
- employee's name
  - classification
  - classification seniority
  - days off
  - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change at least seventy two (72) hours in advance, to inform the schedule change. Schedule change will be in order of classification seniority. Employees not given seventy two (72) hours' notice will be compensated for a full shift.
- (d) The Unit Chair or their designate will copy and post, on the Union Bulletin Board, the work schedule, and any changes thereof, on a weekly basis. All changes to the work scheduled shall be dated.

#### **9.05 Minimum Hours between Shifts**

The Employer will schedule a minimum of eight (8) hours between shifts. If an employee is scheduled on a shift that commences less than eight (8) hours after the end of a shift, applicable overtime rates shall apply for all hours worked.

These overtime rates shall not apply when an employee voluntarily agrees to extend their shift or to start early for their next shift in a manner which results in less than eight (8) hours between shifts and in these circumstances, overtime shall only be payable for the hours that are worked which are less than eight (8) hours between shifts.

## ARTICLE 10 – SENIORITY

### 10.01 Seniority Entitlement Defined

(a) Departmental Seniority:

For the purpose of this Agreement “departmental seniority” shall be defined as an employee’s total length of continuous service identified as of date of hire within their classification(s) within a particular department in the Employer’s operation.

For purposes of this Agreement, the term “department” shall be understood to mean the department identified within this Agreement.

(b) Seniority Defined:

For the purpose of this Agreement, “seniority” shall be defined as an employee’s total length of continuous service at the casino identified in terms of their date of hire within their department.

In addition, employees will maintain “classification seniority”. Classification seniority shall be defined as an employee’s total length of continuous service in their current classification identified in terms of the date when the employee began working in the classification.

(c) Use of Seniority:

Department Seniority is used to determine the order of layoff and recall within a classification within a particular department. Classification seniority is used for preference for scheduled shifts within a classification with a particular department.

(d) Service and Vacation Entitlement:

Annual vacation entitlement will be determined by the employee’s total years of service in the Company, and the employee shall be granted holidays according to that established service.

### 10.02 Seniority Lists

(a) The Employer agrees to allow the posting departmental seniority lists two (2) weeks prior to the first day of shift selection. The Seniority List shall contain the following information:

- i. The employee’s name
- ii. The employee’s classification
- iii. The employee’s department seniority
- iv. The employee’s casino seniority

- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted.

Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

- (c) At the time of posting, a copy of the Seniority Lists shall be given to the Unit Chair and one copy to the Union staff Representative.
- (d) New employees will be added to the list at the time they attain seniority.

### **10.03 Seniority Lost**

Seniority will be lost when an employee:

- (a) Receives severance pay in accordance with this Agreement under Article 11.05;
- (b) Voluntarily terminates their employment;
- (c) Is discharged for just and reasonable cause;
- (d) Is on layoff for more than six (6) consecutive months for employees with less than one (1) year of seniority; is on layoff for more than twelve (12) consecutive months.
  - i. Should there be any layoff of an employee as a direct result of renovations to the Employer's premises, the recall period shall be extended by the length of the closure due to the renovations.
- (e) Is promoted outside the bargaining unit for more than sixty (60) days worked or ninety (90) calendar days.

Should the employee be unable to satisfy the requirements of the work performance criteria in this period, or should he decide during this period that he does not want to continue in the job, and then the employee may be returned to their former bargaining unit position.

In such cases, any employee who changed job positions in consequence of the promotion shall move back into their job positions and wage rates, which they occupied prior to the promotion.

- (f) An employee's gaming licence is revoked by GPEB permanently.

## ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL

### 11.01 Temporary Vacancies

- (a) Temporary vacancies of thirty (30) days and more, for positions within the bargaining unit, shall be posted for Shift Bid by seniority within seven (7) calendar days of the Employer being made aware of the length of absence leading to the vacancy. The Unit Chair and/or the Union shall receive copies of the schedule prior to Shift Pick by seniority commencing as outlined in article 9.06.
- (b) Until the Shift Bid process is completed, and not more than fourteen (14) calendar days, the vacated shift line will be assigned to a casual employee, based on seniority, as a full line.

### 11.02 Job Posting

- (a) Job postings, including temporary vacancies of sixty (60) calendar days and more, for positions within the bargaining unit shall be posted for not less than fourteen (14) and to a maximum of twenty-one (21) calendar days. The Shop Steward and the Union shall receive copies of all job postings.
- (b) All applications for available positions are completed through the Employer website online.
- (c) Job Posting Details:  
The posting shall contain the following information:
  - i. The job title;
  - ii. A general outline of the duties and responsibilities;
  - iii. The anticipated hours of work per week;
  - iv. The applicable wage rate;
  - v. The time limit for applications.
- (d) If the vacancy referred to herein occurs without advance notice to the Employer, the Employer may fill the vacancy from amongst employees qualified to perform the tasks of the job in order of seniority and free from any performance issues, until the selection process has been completed.
  - i. The Employer agrees to award the posted position within thirty (30) calendar days of the posted closing date.

- ii. Should the Employer be unable to complete the selection process within thirty (30) days, the Employer will notify the Union and the Unit Chair of the reasons and the anticipated completion date.
- (e) i. On promotions, the filling of the vacancies, the Employer will consider each applicant's skills and abilities, experience and qualifications. The senior applicant employee will be awarded the position, provided the employee possesses the necessary skill and ability to fulfill the duties and responsibilities of the job.

If there is more than one successful applicant for a position, then the senior Employee will get the higher seniority, of the new hires, in the new classification.
- ii. Should, during the trial period, the employee be unable to fulfill the job requirements or should he decide that he does not want to continue in the job, then the employee shall return to their former position and schedule.
- (f) Awarded Job Posted

Notice of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union. This will be subject to the grievance process.
- (g) Should there be no internal and/or successful applicant for a posted position the Employer may proceed to fill the position from amongst external applicants.

### **11.03 Promotion and Transfer Training Period**

- (a) Any employee who is granted a promotion by the Employer shall be on a training period for up to sixty (60) shifts or ninety (90) calendar days, whichever comes first.

During this training period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job.

During the training period, the employee's rate of pay will be the higher rate of pay.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the training period, or should he decide during the training period that he does not want to continue in the job; then the employee shall be returned to their former job.

#### **11.04 Vacation Time as Substitute**

Prior to any layoff or a general reduction of hours in a department, the Employer will canvass employees regarding the use of vacation time as a substitute.

#### **11.05 Layoff and Recall Procedure**

(a) Layoff by Seniority

When layoff occurs within a classification, the employee with the least seniority within the particular classification shall be the first laid off.

(b) Order of Layoff

In the event of a layoff, the order of layoff within the affected classification shall be as follows:

- Casual employees
- Probationary employees,
- Then employees with the least seniority.

(c) Correct Contact Information

An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.

(d) Recall Notification

The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or courier. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

(e) Notice of Layoff

An employee shall be provided with four (4) week's written notice of layoff or pay in lieu thereof.

(f) Right to Bump

An employee vulnerable to layoff shall have the right to bump to any classification, or in the case of recall, return to their previous classification. In order to bump into another classification the employee must possess the proper skill and ability.

#### **11.06 Severance**

As a result of a closure or layoff of more than six (6) months the Company agrees to offer severance pay or notice in lieu, or a combination of both to any employee affected based on the following:

- One (1) week per year of service (prorated) based on forty (40) hours per week at straight time for full time status to a maximum of ten (10) weeks.
- Extended benefits – Company will continue to provide benefits for ninety (90) days following date of closure or layoff.

## **ARTICLE 12 – WAGES**

### **12.01 Wage Rates and Pay Periods**

(a) Wage Rates

The wage rates provided and set out in Appendix “A” shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.

(b) Paydays

All Employees will be paid by Direct Deposit only.

- (c) Payroll errors over fifty dollars (\$50.00) will be paid out to the employee within five (5) business days from the day of notification of the error. Errors of less than fifty dollars (\$50.00) will be paid on the next paycheque.

### **12.02 Overtime Rates**

All time worked from ten (10) hours to eleven (11) will be paid at one and a half (1 ½), all time worked from eleven (11) hours will be at two (2) times the hourly rate.

### **12.03 Time Worked on Scheduled Days Off**

All work performed on regular employee's first scheduled day off, shall be at one and a half (1½) times the regular rate of pay. All hours worked on an employee's second or third day off, shall be at double (2) time the regular rate of pay.

Such an employee may decline the additional hours without affecting their rights under this Agreement. All shifts on employee's days off shall be offered in order of seniority in the classification where the work is available.

The above shall not apply to casuals as they do not have scheduled days off.



#### **12.04 Shift differential for Graveyard Shifts**

Employees shall receive an additional one dollar (\$1.00) per hour for the all hours worked between the hours 2000 and 0500. Furthermore, shifts that start between 2000 and 2300 shall have the graveyard shift premium applied to all hours worked.

#### **12.05 New Classifications**

When the Employer establishes a new position within the bargaining unit, or substantially alters an existing position, there will be full consultation with the Union thirty (30) days prior to implementation. The wage shall be established by the Employer and written notice shall be given to the Union.

If there is no agreement, the matter may be referred to Arbitration in accordance with Article 22.

#### **12.06 Payment of Wages upon Termination Layoff or Resignation**

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to them within forty eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or their services are terminated, the Employer will provide reasons for the layoff or termination.

#### **12.07 Payment for Working in Higher Classification**

Any employee temporarily assigned work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works more than one (1) hour in the higher classification. The shift will be offered to the senior qualified employee, the Employer will not assign the shift to multiple employees, unless it cannot cover the shift in its entirety.

### **ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS**

#### **13.01 Statutory Holidays**

- (a) The following shall be considered statutory holidays:
  - New Year's Day
  - Family Day
  - Good Friday

- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Remembrance Day
- Thanksgiving Day
- Christmas Day
- Boxing 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 Employer as a holiday with pay.

### **13.02 Statutory Holiday Falling On Day Off**

In the event that an employee's day off falls on a statutory holiday the employee shall receive their normal days wages as calculated in 13.03.

### **13.03 Payment for Statutory Holiday**

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) Employees shall not be eligible when a statutory holiday falls during any of the following periods of absence:
- WorkSafe B.C. Injury Compensation absences
  - approved leave of absence
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1 ½ ) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works more than their regular scheduled hours shall be paid double time and one half (2 ½ ) for all such additional hours worked.

### **13.04 Statutory Holiday during Employee's Vacation**

Should any statutory holiday occur during an employee's vacation period. The employee shall receive this amount, in addition to vacation pay.

The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.

**13.05 Banking Statutory Holidays**

Full Time Regular Employees working forty (40) hours per week, may elect to bank Statutory Holidays by seniority of either six (6) or eight (8) days. If, when taking the time off, the employee has not earned the Statutory Holidays, the employee may take the time off without pay. If such employees elect not to bank Statutory Holidays, they shall nevertheless be required to work any holiday scheduled as a work day in accordance with Article 13.03 and they shall not receive another day off in lieu.

**ARTICLE 14 - ANNUAL VACATION**

**14.01 Annual Vacations and Pay Entitlements**

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
1 year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
more than 10 years	4 weeks	8%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to Article 10.00 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

**14.02 Vacation Scheduling Preference by Seniority**

- (a) Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before January 31<sup>st</sup> of each year for vacations to be taken during that year.

- (b) Where vacation requests are submitted for time off in January and/or February or where they are submitted after, January 31<sup>st</sup> they will be granted on a first come, first served basis and the Employer shall respond in writing within fourteen (14) calendar days as to whether or not the request has been approved.
- (c) Once a vacation request has been approved it will not be altered except upon mutual agreement.
- (d) The vacation schedule shall be posted for all employees to see.
- (e) All vacations must be taken before December 31<sup>st</sup>.

**14.03 Vacations to be taken by December 31<sup>st</sup>**

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year. All employees must take their vacation time off.
- (b) Notwithstanding (a) above employees may request that one (1) week of their vacation be banked, each year up to a maximum of four (4) weeks.

**ARTICLE 15 – BENEFITS**

**15.01 Basic Medical Coverage**

The basic medical plan shall provide coverage under the Medical Services Plan of British Columbia as specified in the B.C. Medical Services Act and Regulations.

**15.02 Eligibility**

The Employer shall pay one hundred (100%) percent of the premiums for the following benefit plans which provide benefits for eligible employees who qualify pursuant to the terms of this collective agreement.

Employees who average thirty (30) hour per week over any thirteen (13) week period shall be eligible for enrolment in the following plan as set out below in 15.03.

**15.03 Benefit Summary**

**Basic Life Insurance**

- Benefit \$25,000
- Termination Reduces to 50% at age 65 and terminates at age 70

**Dependent Life Insurance**

- Spouse \$10,000
- Child \$5,000

**Optional Life Insurance**

- Employee Units of \$10,000 to a maximum of \$500,000\*
- Spouse Units of \$10,000 to a maximum of \$500,000\*
- Child Units of \$10,000 to a maximum of \$50,000
- Termination Age 70
- \*Subject to approval of Evidence of Insurability

### **Accidental Death & Dismemberment**

- Benefit Same as Basic Life Insurance

### **Optional Accidental Death & Dismemberment**

- Employee Units of \$10,000 to a maximum of \$250,000
- Family Plan 1 – Spouse 40% of principal amount; or 5% if no child
- Family Plan 1 – Child 5% of principal amount; or 10% if no spouse
- Termination Age 70

### **Long Term Disability**

- Benefit 50% of monthly earnings
- Maximum \$15,000
- Non-Evidence Maximum \$10,000
- Waiting Period 119 days
- Definition of Disability Two year own occupation
- Tax Status Non-taxable
- Termination Age 65

### **Healthcare**

- Coinsurance:
  - All Other Expenses 80%
  - Out-of-Country Emergency 100%
- Deductible \$25 single / \$25 family
- Hospital Coverage Semi-private
- Overall Maximum Unlimited
- Prescription Drugs Pay Direct Drug Card
- Nursing Maximum \$25,000 every 3 years
- Out-of-Province & Out-Of-Country  
Emergency Expenses Included
- Global Medical Assistance Included
- Custom-Fitted Orthopedic Shoes \$500 per calendar year
- Custom-Made Foot Orthotics \$350 per calendar year
- Paramedical Expense Maximums
  - Acupuncturists \$350 per year
  - Chiropractors \$350 per year
  - Chiropodists & Podiatrists \$350 per year
  - Massage Therapists (Dr's referral required) \$350 per year
  - Naturopaths \$350 per year

- Osteopaths \$350 per year
- Physiotherapists \$350 per year
- Psychologists & Social Workers & Registered Clinical Counsellors (BC only) \$350 per year
- Speech Therapists \$350 per year
- Vision Care \$250 every 2 calendar years, includes laser eye surgery. Eye exams \$50 every 2 calendar years
- Survivor Benefits 24 months

**Dental Care**

- Coinsurance:
  - Basic Dental Expenses 80%
  - Major Dental Expenses 50%
  - Orthodontic Expenses 50%
- Deductible Nil
- Maximums:
  - Basic Dental Expenses Unlimited
  - Major Dental Expenses \$3,000 per calendar year
  - Orthodontic Expenses \$1,500 per lifetime-dependent children only
- Survivor Benefits 24 months

Group Policy No. 167640/1 issued by Great-West Life is the governing document.

**15.04 Coverage While on Layoff or Leave Of Absence Without Pay**

An employee who is laid off will have their health and welfare and Medical Services Plan (MSP) coverage continued for a period of ninety (90) days following the date of their layoff and the premiums for such plans will continue to be paid by the Employer during that time period.

An eligible employee who is laid off beyond ninety (90) days or who is on a leave of absence without pay may elect to maintain their benefit coverage's under Articles 15.03, for a maximum period of up to twelve (12) consecutive months, by paying to the Employer, in advance of the layoff or leave of absence, one hundred percent (100%) of the cost of all the premiums for the benefit coverage's for the period of the absence from work. This shall be done on a month to month basis.

**15.05 General Provisions**

- (a) Subject to paragraph (b) below, an employee who is eligible to receive the benefit coverage's provided under Articles 15.02 and/or 15.03 must, as a condition of employment, apply for coverage in the benefit plans.

- (b) An eligible employee may elect, by providing written notice to the Employer, to waive receiving the benefit coverage in Article 15, on the ground that the employee is provided such benefit coverage by a spouse or other family member.
- (c) All benefit Plan coverage's, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier, as may be amended from time-to-time by the carrier. The Employer agrees that the level of benefit coverage's provided to employees pursuant to Article 15.03 of this Agreement shall not be reduced without the mutual agreement of the Union.

#### **15.06 Medical Certification**

In the event that the Employer requires an employee, on medical leave for three (3) or less consecutive days, to obtain medical documentation and/or to submit to an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

#### **15.07 Sick Days**

- (a) Only casual employees hired prior to August 7, 2019 will be entitled to two (2) days of sick leave with pay per year. Any casual employees hired after August 7, 2019 will not be entitled to any sick days.
- (b) Effective January 1, 2020, all full time employees, who have passed probation, will be entitled to four (4) days of sick leave with pay per year.

### **ARTICLE 16 - LEAVES OF ABSENCES**

#### **16.01 Leave Of Absence: Employee Elected To Union Office**

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for the duration of their appointment or elected office.
- (b) A request for such an approval leave must be given to the Employer, in writing, by the Union at least twenty (20) days in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.

## **16.02 Leave Of Absence: Union Conventions and Educational Programs**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than two (2) Employees who are elected as delegate to attend Union conventions. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to two (2) employees at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

## **16.03 Court Attendance**

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence on behalf of the Employer in any case, civil or criminal respecting the casino in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

## **16.04 Bereavement Leave**

- (a) All employees will be granted up to five (5) days off with pay in the event of the death of a member of their immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, step parent, legal guardian, son, daughter, step children, sister, brother, spouse/partner or for any family member for who the employee was the primary care giver.
- (c) Employees will be granted up to three (3) days off with pay in the event of the death of a member of their extended family.
- (d) "Extended family" shall be understood to include the employee's current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, grandchildren and grandparents.
- (e) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner, and same sex partners.

## **16.05 Jury and Witness Duty**

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive their full wages for such period of time and only on the days that the employee was scheduled to work. Employees



will have eight (8) hours between jury duty and the end of the previous days shift at no loss of pay.

#### **16.06 Compassionate Leave**

In the case of serious illness in the immediate family and where there is no other care-giver available, the Employer shall grant reasonable leave of absence without pay.

#### **16.07 General Limitation on Leaves of Absence**

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
  - i. Leaves of Absence requests for services in;
  - ii. Canadian Armed forces;
  - iii. Employment in international human service foundations, or non-governmental organizations;
  - iv. Positions or training for law enforcement, fire department or paramedic;
  - v. Shall be granted providing employees give at least two (2) weeks written notice, to the Employer.

#### **16.08 Election Days**

The Employer will ensure that employees are scheduled so that they have four (4) clear hours off work within the hours the polls are open, for Municipal, Provincial and Federal Elections. There shall be no loss of pay.

#### **16.09 Leaves To Attend Union Bargaining**

The Employer agrees to book-off, without pay, the Union Negotiating Committee, to attend collective bargaining meetings between the Union and the Employer. Employees shall be elected or appointed by the Constitution and By-laws of the Unifor Local 3000.

#### **16.10 EO (Early Out)**

Consideration shall be based on seniority. No request unreasonable denied.

### **16.11 Maternity Leave/ Parental/Adoption Leave**

The Employer will provide maternity, parental and adoption leave as per the Employment Standards Act of British Columbia, as amended.

### **16.12 Family Responsibility Leave**

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to (i) the care, health or education of a child in the employee's care, or (ii) the care or health of any other member of the employee's immediate family. Additional time off for these purposes shall not be unreasonably denied.
- (b) For purposes of this article "immediate family" means;
  - i. the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and
  - ii. any person who lives with an employee as a member of the employee's family.

## **ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

### **17.01 Protected Working Conditions**

All working conditions at present in force which are not subsequently mentioned in this agreement and which are not contrary to the general purpose and intent of this agreement shall continue in full force and effect.

### **17.02 Employee Attendance at Staff Meetings**

- (a) Where an employee is required by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is required to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than ten (10) hours in a day, or more than forty (40) hours in a week.
- (c) Where an employee is required by the Employer to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting, for a minimum of two (2) hours pay.

### **17.03 Employees Returning to Work After Illness or Injury**

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position, with all rights and conditions which he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.

Employees on MLOA or approved leave of absence are permitted to participate in the selection process in order of classification seniority.

### **17.04 Personal Effect**

The Employer agrees to provide lockers for employees to store their personal effects while at work. Enough lockers shall be available to all employees at work at any one time.

### **17.05 Employees Working at Night**

The Employer agrees that employees, upon request, shall be escorted by a Security Officer to their transportation in the parking lot.

## **ARTICLE 18 – OCCUPATIONAL HEALTH AND SAFETY**

### **18.01 Illness/Injury at Work**

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of their work day at their regular rate of pay. The Employer shall bear the costs of any necessary transportation.

### **18.02 Light Duty/Modified Work/Accommodation**

The Employer, the Union and the Employee will be involved in all light duty, modified work and accommodation arrangements.

### **18.03**

The Surveillance Operators shall have a representative that may attend the Grand Villa JOSH meetings on a monthly basis. Alternatively, the designated Surveillance Operator can meet with the Surveillance Manager on a monthly basis and request a walkthrough of the surveillance room to identify any concerns.

## **ARTICLE 19 – DISCIPLINE – GRIEVANCE PROCEDURE**

### **19.01 Discipline for Just and Reasonable Cause**

Employees who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing including verbal warnings which are documented with a date, subject and person present. A copy of each disciplinary letter will be given to the Staff Representative of Local 3000 and the Unit Chair. All investigations and subsequent discipline will be carried out as expeditiously as possible.

### **19.02 Union Representation**

No employee shall attend the offices of a Supervisor and/or Manager for disciplinary purposes or receive a letter of warning from same without the presence of a Steward of their choice. (i.e. Unit Chair or Steward). If an employee is brought in without this representation, any resulting discipline shall be null and void.

### **19.03 Suspension or Dismissal Procedure**

The following procedure will apply when any suspension or dismissal is contemplated.

- (a) The employee will be notified of the incident as soon as the Employer is prepared to present it. The Unit Chair and Local Representative will be notified at the earliest opportunity, prior to the meeting.
- (b) The Unit Chair, Local Representative and the employee will be given at least twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of incident and evidence known at least twenty-four (24) hours prior to the hearing.
- (c) The Unit Chair or designate or Local Representative will be present at the investigatory hearing along with the employee.
- (d) The Manager or supervisor must render their decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).
- (e) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.
- (f) Violations of this procedure may render any resulting discipline null and void.
- (g) The Union agrees that this procedure is not intended to delay the investigatory process.

#### 19.04 Grievance

Any complaint or disagreement between the parties respecting the interpretation or application of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

#### 19.05 Grievance Procedure

- (a) The Union or the Company may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved parties.

All grievances must be in writing, and must briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, the provision of the collective agreement which is alleged to have been violated, and the remedy requested.

- (b) The Parties are encouraged to try to resolve issues on an informal basis prior to invoking the grievance procedure.

- (c) Step 1:

The Steward or designate shall submit their formal grievance in writing to the Manager or their designate.

The Manager or their designate shall reply to the grievance, in writing with a particularized response to each specific allegation outlined in the grievance within seven (7) calendar days of receiving the written grievance.

The Unit Chair must be provided with a copy of the grievance and response. If a satisfactory settlement cannot be reached, then:

- (d) Step 2:

Within seven (7) calendar days of receiving the Company's reply in Step 1, the Union will notify the Company, in writing, that it desires to move the grievance to Step 2.

Within seven (7) calendar days thereafter, the National Representative, Full-time Local 3000 Service Representative or designate, will meet with the Manager in an attempt to resolve the grievance.

No later than seven (7) calendar days following the Step 2 meeting, the Manager will notify the Union, in writing, of their decision in writing with a particularized response to each specific allegation outlined in the grievance.

If no satisfactory settlement is reached, then the grieving party may refer the grievance to a single Arbitrator pursuant to Article 22.02 within thirty (30) days.

**19.06 Issuing Discipline**

All discipline shall be in writing within fourteen (14) days of the incident or first knowledge of the incident by the Employer. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

**19.07 Time Limits**

All Grievances must follow timelines and can only be extended with written mutual consent.

**19.08 Suspension or Discharge Grievance to Step 2**

Grievances Filed At Step 2

Group and policy grievances or grievances concerning the suspension or dismissal of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within ten (10) calendar days of the date the situation arose that led to the grievance.

**19.09 Grievance Meetings**

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Company representative and the Union representative. The Union Representative shall suffer no loss of pay.

**19.10 Disclosure of Information**

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

**19.11 Removal of Discipline**

Any verbal or written reprimand notices or disciplinary measures will remain on the employee file for six (6) months from the date of notice or reprimand unless there is a re-occurrence of the same. If a repeat infraction occurs within the six (6) month period, the original and subsequent notices or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand. Any reprimand notices or disciplinary measures that include suspension will remain on the employee file for twelve (12) months from the date of notice or reprimand unless there is a re-occurrence of the same.

## ARTICLE 20 - ARBITRATION

### 20.01 Reference

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure either party may request that the matter be referred to *the Labour Relations Board*.

### 20.02 Single Arbitrator

Labour Relations Board shall consist of a single Arbitrator mutually selected by the Company and the Union.

### 20.03 No Power to Modify

The Arbitrator shall receive and consider such material evidence and conditions as the Parties may offer and the Arbitrator deems relevant. In reaching its decision, the Labour Relations Board shall be governed by the provisions of this Agreement. The Labour Relations Board shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

### 20.04 Binding Effect

The findings and decision of the Labour Relations Board on all questions shall be binding and enforceable on all Parties.

### 20.05 Cost Sharing

Each party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

### 20.06 Expedited Mediation/Arbitration Process

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 22 of the Collective Agreement:
- i. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
  - ii. The outcome may be binding on both parties.
  - iii. The cost will be shared half (½) by the Employer and half (½) by the Union.
  - iv. The procedure cannot be used should an application for a Settlement Officer, under *Section 87 of the Labour Relations Code*, have been made by either party.

- v. No legal counsel will be used by either party. The Union will use elected officers or Union representatives. The Employer will use employees of their Human Resources Office.
- vi. The number of cases to be heard at any given time will not exceed three (3).
- vii. Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
- viii. In such cases that the arbitrator must write a decision, such decision shall be brief and to the point.

## **ARTICLE 21 - DEFINITIONS**

### **21.01 Objective Interpretation**

Where a specific definition of a word, expression, term or phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

### **21.02 Time Span References**

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this Agreement.

## **ARTICLE 22 - MISCELLANEOUS**

### **22.01 Standard of Conduct**

In all of their dealings with each other, the Company and the Union agree that management employees, bargaining unit employees, representatives of the Union, and Union officials, will treat each other with dignity and respect.

## **ARTICLE 23 - ALLEGATIONS OF WORKPLACE VIOLENCE**

### **23.01 Violence in the Workplace**

- (a) A joint risk assessment must be performed to determine what the potential risks of violence are to the workers in that area.
- (b) If a risk of injury to workers is identified through the assessment, the Employer must establish procedures, policies and work environment arrangements to minimize the risk to workers.



- (c) The Employer must inform workers who may be exposed to the risk of violence of the nature and extent of the risk. The Employer must also instruct the worker in:
  - i. the means for recognition of the potential for violence;
  - ii. the procedures, policies and work environment arrangements that have been developed;
  - iii. the appropriate response to incidents of violence, including how to obtain assistance, and procedures for reporting, investigating and documenting incidents of violence.
- (d) The Employer will advise a worker that has been exposed to an incident of violence to consult a physician's of the worker's choice for treatment or referral.
- (e) All incidents of violence or threatened incidents violence against employees will be immediately referred to the Joint Committee.

## **ARTICLE 24 – DISCRIMINATION & HARASSMENT**

### **24.01 Prevention of Workplace Harassment**

The Employer and the Union acknowledge that all employees have the right to work in an environment free from harassment and where employees treat each other with dignity and respect. The parties agree to work together under the corporate Prevention of Workplace Harassment Policy to ensure that the workplace is harassment-free.

### **24.02 Workplace Harassment Defined**

Harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation to another person.

There are two categories of workplace harassment. These include Human Rights based Harassment and General Harassment.

### **24.03 Human Rights based Harassment**

Human Rights based Harassment is based on the grounds prohibited by the BC Human Rights Code (i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, age or criminal conviction unrelated to employment).

#### **24.04 Human Rights based Harassment also includes Sexual Harassment.**

Sexual harassment includes any unwanted attention of a sexual nature. Examples of this type of conduct may include, but is not limited to the following:

- 1) Conduct or comments of a sexual nature that are unwelcome and that create an intimidating, hostile, or poisoned work environment, or that could reasonably be thought to put sexual conditions on an employee's job or employment opportunities;
- 2) A compromising invitation with sexual overtones or sexual comment;
- 3) Unwanted touching, pinching, patting;
- 4) Unwelcome sexual flirtations, advances or propositions;
- 5) Sexually suggestive, obscene or degrading comments, remarks or gestures;
- 6) Offensive jokes of a sexual nature;
- 7) Leering or staring;
- 8) Displaying or circulating pictures or other material of a sexual nature;
- 9) Remarks about appearance or personal life; and/or
- 10) Stalking.

Sexual harassment should not be confused with regular social and interpersonal relations between co-workers. Rather, it is behaviour that is coercive, forced, threatening or unwanted.

#### **24.05 General Harassment**

All other forms of harassment not linked to the prohibited grounds specified in the BC Human Rights Code fall within the category of General Harassment.

#### **24.06 Examples of Harassment Conduct**

Both Human Rights based and General Harassment share similar types of conduct, however as indicated above, Human Rights based Harassment is conduct that is linked to the prohibited grounds defined by the BC Human Rights Code. Both types of harassment may include but are not limited to the following:

- 1) Bullying;

- 2) Verbal abuse;
- 3) Physical assault or abuse;
- 4) Derogatory remarks;
- 5) Displays of pornographic or offensive materials;
- 6) Unwelcome invitations or requests;
- 7) Innuendoes or taunts;
- 8) Leering or unnecessary physical contact;
- 9) Threats or intimidation;
- 10) Practical jokes that cause awkwardness or embarrassment;
- 11) Retaliation for filing a workplace harassment complaint.

**Harassment is not:**

- 1) properly discharged supervisory responsibilities.
- 2) disagreement between employees (worker to worker) that do not fall into the categories of harassment as noted above.

**24.07 Informal Complaint Resolution Process**

**(a) Filing a Complaint**

If an employee believes that they have been harassed on the basis of any of the grounds noted above, the employee should:

- i. Tell the alleged harasser(s) to stop, if possible;
- ii. Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible;
- iii. If the complainant does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or Gateway Casino representative and/or the Gateway Casino confidential harassment telephone line. The Union Representative for all cases of harassment will

be the Human Rights Representative or Women's Advocate or designated full time Officer of the Local Union or their designate.

**(b) Investigation**

The Company and the Union agree that in some cases, the Parties may try to resolve a harassment complaint informally without a full investigation, for example, when so requested by the complainant.

If the complainant disagrees with the attempted informal resolution, and if the complaint involves Human Rights based Harassment there will be a joint investigation of the complaint.

**24.08 Formal Complaint Resolution Process for Human Rights based Harassment**

Formal Human Rights based harassment complaints involving either two Unifor members or a Unifor member and an exempt employee or an employee from another jurisdiction, will be jointly investigated. The Union, in consultation with the Company, will appoint Unifor harassment investigators. The Union designate will ensure that the Unifor harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Employer may appoint a neutral third party investigator and will involve a harassment investigator from each Union jurisdiction.

Human Rights based harassment complaints that are proceeding to the Formal Complaint Resolution step must:

- 1) Be submitted in writing to the, Gateway Casino Manager responsible for Human Rights issues, or designate, and copied to the designated Unifor harassment representative;
- 2) Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
- 3) It is the intention of the Union and the company that the investigation will commence within fifteen (15) days of the lodging of the complaint. An extension of time limits may be granted by mutual agreement.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained by both Parties.

Upon completion of the investigation the parties will prepare a joint recommendation. The complainant and the respondent will be advised of the findings and recommended actions, if appropriate, that result from the investigation. Such actions will be implemented as quickly as possible. Where there is a disagreement between the parties an independent harassment investigator may be retained to make final recommendations. The Company and the Union will share the cost for the investigator equally.

This process in no way precludes the complainant's rights to seek action under the applicable Human Rights legislation.

#### **24.09 Vexatious Complaints**

A complaint is vexatious when it is made solely to cause trouble or annoyance to another person or to receive some personal benefit. Filing a vexatious complaint may result in discipline.

#### **24.10 Retaliation**

Retaliation against any individual involved in a workplace harassment complaint may result in discipline.

#### **24.11 Harassment and Discrimination Training**

- (a) Once per calendar year, the Company will hold two (2) hour paid harassment and discrimination training programs for those employees who have not yet received such training.
- (b) Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.
- (c) Refresher courses on harassment and discrimination for individuals and/or groups will be scheduled as required.

## LETTER OF UNDERSTANDING # 1

### PAID EDUCATION LEAVE

(a) **National Union PEL Program**

The Company agrees to pay into a special fund five hundred dollars (\$500) per year for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
Unifor  
205 Placer Court  
Toronto, Ontario, M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for ten (10) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

## LETTER OF UNDERSTANDING # 2 (New Language)

**Re: Shift Pick**

The unit chair and/or designate, shall be given a copy of the proposed schedule on the first Monday in October. The Unit chair will review the proposed schedule within five (5) days. Any suggestions made by the Union to the Manager and Scheduling Supervisor regarding schedule changes will be reviewed and discussed.

Shifts shall be posted by the first Monday in November. Shift Pick shall be completed no later than the first Monday of December, or as required due to schedule change. The new schedule shall go into effect in the first week of January. The parties may agree to extend the above timelines as a result of operational needs and business changes.

Employees who are on vacation, or are on any other leave as contemplated in this collective agreement, shall leave their Shift Pick choices with the Unit Chair. Failure to pick a line will result in the employee being assigned the last remaining available shift line.

Employees shall pick their shift according to their classification seniority. Relief Supervisors will have to choose one of the available relief lines presented. If there are insufficient relief lines for all the Relief Supervisors then the most senior Relief Supervisor may opt to choose one of the available operator lines based on his or her seniority. If there are as many relief lines as Relief Supervisors then any Relief Supervisor who refuses to choose a line will have to step down to the role of an Operator, if an Operator position exists, resulting in the loss of the Relief title.

If the parties cannot agree to a schedule then it may be escalated to the Director of Surveillance and Local 3000 Staff Rep to review.

### LETTER OF UNDERSTANDING # 3

**Re: Mental Health/Substance Abuse**

The parties recognize that mental health and addiction issues remain a pressing social issue affecting not just members but their families and community.

The parties agree that members suffering from such circumstances are not at fault for their mental health/substance abuse condition. As a result of the discussions the parties agree to fully support those members who experience challenges with mental health and substance abuse. Further, the parties agree that such means to support members who reach out to the Employer and or the Union will be dealt with in non-punitive measures.

The Employer and Union agree to work collaboratively in ensuring members experiencing issues with mental health and addiction are offered appropriate resources while recognizing the full extent of the British Columbia Human Rights



## LETTER OF UNDERSTANDING # 4

### Re: Call Out Procedure

When an operator shift becomes available, it shall be filled. Shifts will be filled based on Operator availability and according to the "Call Seniority" established on the Surveillance Call List. When an Operator requests time off, they will specify at the time of the request whether they will be available to be called for shifts on their regularly scheduled days off. If no notice is given, the Operator will be considered unavailable and will not be called for shifts on those days.

All shifts will be scheduled with eight (8.0) hours or more between shifts.

Full and partial shift coverage that is required in a twenty four (24) hours basis will be offered firstly to those who are available and secondly based on "Call Seniority" established on the Surveillance Call List. Partial shift coverage will be offered if the full shift cannot be covered. The following outlines the order in which calls will be made:

#### Full Shift Coverage

- (1) Full Time Employees with thirty (30) hours or less scheduled/worked that week
- (2) Casual Employees with thirty (30) hours or less scheduled/worked that week
- (3) All Employees with forty (40) hours scheduled/worked
- (4) All Employees with more than fifty (50) hours scheduled/worked

#### Partial Shift Coverage

- (1) Partial shift coverage for employees scheduled that day. Hours will be offered as an extension of their hours scheduled or as an early start.
- (2) Partial shift coverage for employees with thirty (30) hours or less scheduled/worked.
- (3) Employees with thirty (30) hours or less scheduled/worked that week.
- (4) Partial shift coverage for employees with forty (40) hours or less scheduled/worked.
- (5) Partial shift coverage for employees with fifty (50) hours or more scheduled/worked.

#### Full-Time Supervisors Picking Up Operator Shifts

Shifts that have not been filled by following the above guidelines may be offered to Full Time Supervisors if no bargaining unit employees are available to do the work. If a

bargaining unit employee accepts a shift at least (1) hour prior to the commencement of the shift that was just offered to a Full Time Supervisor, the bargaining unit employee shall be entitled to that shift.

## **Availability**

### **Full time Availability**

Full Time Operators will provide availability if when they do not want to be disturbed regarding available shifts every six (6) months (see above). Operators may also choose to be permanently removed from the call list but this will mean that you do not get called for any overtime shift for a period of six (6) months and will only be offered overtime when on shift.

### **Casual Availability**

Casual employees will indicate their base availability for work assignments, in writing, to the Employer two (2) times a year, in March and September, at least by the first day of the month. This submission will include their availability (times and dates in which they are available and minimum and maximum hour they can work in a given day) and specific dates and/or times for which they are unavailable. If casual employees would like to increase their availability they may do so with two (2) weeks' notice to their manager. If they want to reduce their availability they may do so within two (2) weeks' notice to their manager but must not reduce it below their base availability.

Furthermore, each casual employee must be available to work one (1) weekend night shift on either Friday or Saturday night. Casual employees will be assigned even distribution of shifts as best as possible and based on their seniority and availability.

Casual Surveillance employees will be contacted first in order of their respective seniority based on hire date. If calls are being made during a period of which they are not available, then they will be skipped, however if the shift that needs coverage has not been filled and they are no longer on unavailable, then they will receive a call after that time frame.

**APPENDIX "A"**

**WAGES AND CLASSIFICATIONS**

Surveillance Operator:

1)

<b>Starting Wage</b>						<b>Top Rate</b>
19.75	21.51	22.15	23.15	23.85	24.57	25.30

Depending on years of service Members with over fifteen (15) years of service will start in the grid at \$23.85.

Members between five (5) years and fifteen (15) years of service will start in the grid at \$23.15.

Members between one (1) year and five (5) years of service will start in the grid at \$22.15.

Members with less than a year, but post probation will start at \$21.51.

Members on probation will start in the grid at \$19.75.

2) Thereafter, on each April 1, employees move to the next step on the grid.

3) Once an employee reaches the top rate they are red circled at that rate.

**Relief Supervisor Pay:**

Employees required to substitute for supervisors will be paid \$2.00/hr in excess of their regular rate of pay for all hours assigned to do such work.

**SIGNING PAGE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF:

**EMPLOYER:  
GRAND VILLA, SURVEILLANCE**

**UNION:  
UNIFOR, LOCAL 3000**

\_\_\_\_\_  
**Julia Simpson  
Labour Relations Director**

\_\_\_\_\_  
**Michael Windeyer  
Unifor Local 3000 Vice President**

\_\_\_\_\_  
**Amita Aulakh  
HR Manager**

\_\_\_\_\_  
**Daniela Stratila  
Committee Member**

\_\_\_\_\_  
**Bob Johal  
Surveillance Manager**

\_\_\_\_\_  
**Alex Niculescu  
Committee Member**

\_\_\_\_\_  
**Irfan Khan  
Director Security and Surveillance**

\_\_\_\_\_  
**Gavin Davies  
Unifor National Representative**

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