

# **COLLECTIVE AGREEMENT**

*Between:*

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

*And:*



**May 5, 2019 – May 4, 2023**

## TABLE OF CONTENTS

<b>ARTICLE 1 – INTRODUCTION .....</b>	<b>1</b>
1.01    PURPOSE .....	1
1.02    GENDER REFERENCES .....	1
<b>ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT .....</b>	<b>1</b>
2.01    DURATION .....	1
2.02    LABOUR RELATIONS CODE - SECTION 50(2) AND 50(3) EXCLUDED .....	2
2.03    STRIKES AND LOCKOUTS.....	2
2.04    CONTRACTED SERVICES.....	2
2.05    CONFLICT WITH PROVINCIAL OR FEDERAL LAW .....	2
2.06    NO INDIVIDUAL CONTRACTS OR AGREEMENTS .....	2
<b>ARTICLE 3 - UNION RECOGNITION.....</b>	<b>3</b>
3.01    RECOGNITION OF EXCLUSIVE BARGAINING AGENT.....	3
3.02    RECOGNITION OF LEGAL PICKET LINES .....	3
3.03    PERFORMANCE OF BARGAINING UNIT WORK .....	3
3.04    UNION HOUSE CARD.....	4
3.05    BULLETIN BOARDS .....	4
3.06    UNIT MEETINGS .....	4
3.07    INFORMATION FOR THE UNION .....	4
3.08    UNION ACCESS .....	5
<b>ARTICLE 4 - UNION SECURITY .....</b>	<b>5</b>
4.01    MEMBERSHIP .....	5
4.02    NEW EMPLOYEES .....	6
4.03    CHECK-OFF - ASSIGNMENT OF WAGES .....	6
4.04    CHECK-OFF PROCESS AND PROCEDURES .....	6
4.05    AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING .....	7
<b>ARTICLE 5 - UNION STEWARDS .....</b>	<b>8</b>
5.01    SHOP STEWARDS.....	8
5.02    JOINT UNION MANAGEMENT COMMITTEE .....	9
5.03    UNIT CHAIR.....	10
<b>ARTICLE 6 - RESERVATIONS TO MANAGEMENT .....</b>	<b>10</b>
6.01    MANAGEMENT RIGHTS.....	10
<b>ARTICLE 7 - PROBATIONARY PERIOD.....</b>	<b>10</b>
7.01    PROBATIONARY PERIOD.....	10
<b>ARTICLE 8 - TRAINING .....</b>	<b>11</b>
8.01    CROSS TRAINING OPPORTUNITIES.....	11
8.02    TRAINING PROGRAM.....	11
<b>ARTICLE 9 – SHIFTS.....</b>	<b>12</b>
9.01    SPLIT SHIFTS.....	12
9.02    SCHEDULING OF SHIFTS .....	12
9.03    DAYS OFF .....	12
9.04    OPTIONAL HOURS OF WORK ON SIXTH DAY .....	12
9.05    POSTING OF WORK SCHEDULES.....	13
9.06    CHANGES IN WORK SCHEDULES .....	13
9.07    REST PERIODS .....	14
9.08    NO GUARANTEE.....	14
9.09    EARLY OUTS .....	14
<b>ARTICLE 10 SENIORITY .....</b>	<b>15</b>
10.01    COMPANY SENIORITY .....	15
10.02    SENIORITY LISTS .....	15

10.03	LOSS OF SENIORITY .....	16
<b>ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL .....</b>		<b>17</b>
11.01	NOTICE OF LAYOFF OR PAY IN LIEU .....	17
11.02	JOB POSTING .....	17
11.03	PROMOTION AND TRANSFER TRIAL PERIOD .....	18
11.04	VACATION TIME AS SUBSTITUTE .....	19
11.05	LAYOFF AND RECALL PROCEDURE.....	19
<b>ARTICLE 12 – WAGES .....</b>		<b>20</b>
12.01	WAGE RATES AND PAY PERIODS.....	20
12.02	NEW CLASSIFICATIONS .....	20
12.03	PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION .....	20
12.04	OVERTIME DEFINED.....	21
12.05	OVERTIME PAY .....	21
12.06	DISTRIBUTING OVERTIME .....	21
12.07	PAYMENT FOR WORKING IN HIGHER CLASSIFICATION .....	22
<b>ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS.....</b>		<b>22</b>
13.01	STATUTORY HOLIDAYS.....	22
13.02	STATUTORY HOLIDAY FALLING ON DAY OFF .....	23
13.03	PAYMENT FOR STATUTORY HOLIDAY .....	23
13.04	STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION.....	23
13.05	LOSS OF NAMED STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT.....	23
<b>ARTICLE 14 - ANNUAL VACATION.....</b>		<b>23</b>
14.01	ANNUAL VACATIONS AND PAY ENTITLEMENTS .....	23
14.02	VACATION SCHEDULING PREFERENCE BY SENIORITY.....	24
<b>ARTICLE 15 – BENEFITS .....</b>		<b>25</b>
15.01	.....	25
15.02	.....	25
15.03	.....	25
<b>ARTICLE 16 – LEAVES OF ABSENCE.....</b>		<b>26</b>
16.01	LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE .....	26
16.02	LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS .....	26
16.03	COURT ATTENDANCE.....	26
16.04	BEREAVEMENT LEAVE.....	27
16.05	JURY AND WITNESS DUTY .....	27
16.06	COMPASSIONATE LEAVE.....	27
16.07	GENERAL LIMITATION ON LEAVES OF ABSENCE .....	27
16.08	ELECTION DAYS .....	28
16.09	LEAVES TO ATTEND UNION BARGAINING .....	28
16.10	FAMILY RESPONSIBILITY LEAVE .....	28
16.11	MATERNITY LEAVE/ PARENTAL/ADOPTION LEAVE .....	28
<b>ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS.....</b>		<b>28</b>
17.01	EMPLOYEE ATTENDANCE AT STAFF MEETINGS.....	28
17.02	EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY.....	29
17.03	PERSONAL EFFECT .....	29
17.04	EMPLOYEES WORKING AT NIGHT.....	29
17.05	CLOTHING .....	29
17.06	FIRST AID COURSE .....	29
17.07	FIRST AID ATTENDANT.....	30
<b>ARTICLE 18 – OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>30</b>
18.01	ILLNESS/INJURY AT WORK .....	30
18.02	LIGHT DUTY/MODIFIED WORK/ACCOMMODATION .....	30

<b>ARTICLE 19 – DISCIPLINE – GRIEVANCE PROCEDURE .....</b>	<b>30</b>
19.01 DISCIPLINE FOR JUST AND REASONABLE CAUSE .....	30
19.02 UNION REPRESENTATION .....	30
19.03 GRIEVANCE .....	31
19.04 GRIEVANCE PROCEDURE .....	31
19.05 ISSUING DISCIPLINE .....	32
19.06 TIME LIMITS .....	32
19.07 SUSPENSION OR DISCHARGE GRIEVANCE TO STEP 2.....	32
19.08 GRIEVANCE MEETINGS .....	32
19.09 DISCLOSURE OF INFORMATION .....	32
19.10 SUNSET CLAUSE .....	33
<b>ARTICLE 20 - ARBITRATION .....</b>	<b>33</b>
20.01 REFERENCE.....	33
20.02 SINGLE ARBITRATOR.....	33
20.03 NO POWER TO MODIFY .....	33
20.04 BINDING EFFECT.....	33
20.05 COST SHARING.....	33
20.06 EXPEDITED MEDIATION/ARBITRATION PROCESS .....	33
<b>ARTICLE 21 - DEFINITIONS.....</b>	<b>34</b>
21.01 OBJECTIVE INTERPRETATION .....	34
21.02 TIME SPAN REFERENCES .....	34
<b>ARTICLE 22 -MISCELLANEOUS .....</b>	<b>35</b>
22.01 STANDARD OF CONDUCT.....	35
<b>ARTICLE 23 - ALLEGATIONS OF WORKPLACE VIOLENCE.....</b>	<b>35</b>
23.01 VIOLENCE IN THE WORKPLACE .....	35
23.02 PATRON BEHAVIOUR.....	35
<b>APPENDIX A - WAGES &amp; CLASSIFICATIONS.....</b>	<b>37</b>
<b>LETTER OF UNDERSTANDING # 1 .....</b>	<b>39</b>
RE: PAID EDUCATION LEAVE .....	39
<b>LETTER OF UNDERSTANDING # 2 .....</b>	<b>41</b>
RE: SCHEDULING COMMITTEE.....	41
<b>LETTER OF UNDERSTANDING # 3 .....</b>	<b>43</b>
RE: HEALTH AND SAFETY .....	43
<b>LETTER OF UNDERSTANDING # 4 .....</b>	<b>45</b>
RE: DISCRIMINATION AND HARASSMENT.....	45

## **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 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 May 5, 2019 to and including May 4, 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 BC Labour Relations Code.

- (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.

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

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

## **2.03 Strikes and Lockouts**

The Union agrees that 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 will notify the Union in advance of contracting out bargaining unit work, and upon such notice, will engage in good faith discussions with the Union regarding its contracting out decision.

## **2.05 Conflict with provincial or federal law**

- (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 the 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) 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.
- (b) 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.
- (c) 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 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**

- (a) No person whose 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:
  - 1) instruction,
  - 2) experimentation,
  - 3) responding to guests immediate needs,

- 4) in cases of emergency,
- 5) when bargaining unit employees are not available,
- 6) or management training, in which case trainees shall not displace any bargaining unit employee.

### **3.04 Union House Card**

The Employer agrees to post the Union House Card in a conspicuous place on employee entrances, on the Employers premises.

### **3.05 Bulletin Boards**

The Union will have the exclusive use of two (2) locked, glass enclosed bulletin boards 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.

### **3.06 Unit Meetings**

The Company will provide a meeting room to the Union at no cost, where possible, for the purpose of the Union conducting meetings with Unit employees.

### **3.07 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, if available, 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.

### **3.08 Union Access**

- (a) The Employer shall allow the properly authorized representative of the Union to access the casino during operating hours, 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 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) Any 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 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) 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 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, and addresses 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.

#### **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;

- (g) The Employer shall immediately discontinue the employment of such employee within the bargaining unit;
- (h) 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 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 first obligation of Shop Stewards and the Unit Chair is the fulfillment of their responsibility as employees.

During their working hours, the Shop Stewards 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 Shop Stewards and the Unit Chair must not leave their assigned work area(s) for Union business, without prior permission from the Employer. Such permission will not be unreasonably withheld.

- (e) The necessary time which is spent by Shop Stewards and the Unit Chair during their regular working hours in reporting and resolving grievances, or in attending

grievance or investigation meetings called by the Employer, shall be considered to be time worked.

- (f) Under no circumstances shall a Shop 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 Employer will not discriminate against or discipline the Shop Stewards or the Unit Chair for the proper performance of their duties on behalf of the Union, provided they are carried out in accordance with this Agreement.

## **5.02 Joint Union Management Committee**

In order to improve communications between the parties, and in order to have a vehicle for the Employer 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 each designate one of their representatives to act as a Chair. The Employer and the Union designates will alternate in chairing the meetings.
- (c) Meetings will take place at least quarterly; or more frequently by mutual agreement. The Employer will cover the cost of time spent attending the meetings.
- (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 replace the Grievance-Arbitration provisions of this Agreement, nor will any decisions of this Committee be permitted to alter any of the terms and conditions of employment contained in the Agreement. It is agreed

that promoting wellness in the workplace shall also be an objective of this Committee.

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

### **5.03 Unit Chair**

The Union will select and the Employer shall recognize, a Unit Chair who shall be an employee of the Chances Casino Kamloops. The Unit Chair shall attend to Union business as required and as necessary for the administration of the Agreement. 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.

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 be the first four hundred and eighty (480) hours worked or six (6) 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 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 or 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 to employees based on knowledge, skill, ability and qualifications. If all is equal, then the opportunity will be given to the employee with the most 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 Staff during the training period.

### **8.02 Training Program**

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.

## **ARTICLE 9 — SHIFTS**

### **9.01 SPLIT SHIFTS**

The Employer does not foresee split shifts. If they do require them, it would be in accordance with the Employment Standards Act.

### **9.02 SCHEDULING OF SHIFTS**

#### **(a) Scheduling Hours of Work**

It is recognized that the Employer has the right to schedule the hours of operation and employee hours of work to meet the changing needs of the business.

#### **(b) Exchanging Shifts**

i) Employees may switch shifts with other scheduled employees. A "switch" refers to an employee trading shifts with an employee who is already scheduled to work a different shift.

ii) Employees may give away a maximum of two (2) shifts in a two (2) week period to employees who:

(a) have not been scheduled by the casino to work that day.

iii) A shift exchange by switching a shift, or giving away a shift, must be done with the prior authorization of the Employer. The Employer shall not unreasonably withhold authorization.

### **9.03 DAYS OFF**

(a) All employees, including probationary employees, shall receive two (2) days off in each seven (7) day work week unless otherwise mutually agreed to. Where possible, the Employer will schedule two (2) consecutive days off.

### **9.04 OPTIONAL HOURS OF WORK ON SIXTH DAY**

Notwithstanding the provisions of Articles 9.01 and 9.07, the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) in that seven (7) day work week, provided that the additional hours do not result in



the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his or her rights under this Agreement.

#### **9.05 POSTING OF WORK SCHEDULES**

- (a) A core schedule shall be posted in the workplace for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - days off
  - classification
- (b) It is the Employer's responsibility to keep the work schedule up to date. 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 date, or the starting time or the stopping time of 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 the telephone number the Employer has on file for the employee. It shall be each employee's responsibility to maintain a current telephone number on file with the Employer where the employee can be reached.

#### **9.06 CHANGES IN WORK SCHEDULES**

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours' notice by either phone call or email, if phone call is not answered, of any change in their respective work schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a callout.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled because of sickness, injury or emergency, are obligated to provide the Employer with 90 minutes notice in advance of their start time, to allow the Employer sufficient time to cover the absence. If an employee is going to be late for work, the employee must notify the Employer as soon as possible.
- (c) Employees, whose schedules are changed without the advance notice specified,

cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

- (d) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports for work as scheduled before the change, the employee will be paid two (2) hours pay if the employee is not required to work, and if the employee is required to work the employee will be paid for the hours worked with a minimum of four (4) hours pay.

#### **9.07 REST PERIODS**

- (a) All employees are entitled to rest periods in accordance with the following schedule:
  - i) Four (4) hours up to (5) hours- one (1) fifteen (15) minute rest period.
  - ii) Greater than (5) hours up to Seven (7) hours - two (2) fifteen (15) minute rest periods.
  - iii) Greater than 7 hours up to Eight (8) hours - two (15) fifteen periods + one (1) twenty (20) minute rest period.
  - iv) Over 8 hours — three (3) twenty (20) minute rest periods.

All such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

In the event that an employee misses their break due to operational requirements, it will be rescheduled during their shift.

#### **9.08 NO GUARANTEE**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or week.

#### **9.09 Early Outs**

Where the Employer determines that the operational requirements can be met with less staff, the Employer will use the following process:

- (a) The Employer will first send home employees, in that classification working overtime, in order of reverse seniority.
- (b) The Employer will then select volunteers to go home. Employees may volunteer

by placing their name on the early out list at any time during their shift.

- (c) If after (a) and (b) there are still excessive staff, the Employer may require employees to end their shifts. The distribution of forced early outs will be by reverse seniority and will still fulfil the Employer's operational requirements.

In all circumstances the Employer will ensure that remaining employees having the skill and ability to fulfil the remaining duties and any employee who are forced to early outs under this article will be paid the minimum as per the British Columbia Employment Standards Act or the hours worked, whichever is greater.

## **ARTICLE 10 SENIORITY**

### **10.01 Company Seniority**

For the purpose of this Agreement, "Company Seniority" shall be defined as an employee's total length of continuous service at the casino, identified in terms of their original date of hire.

Annual vacation entitlement will be determined by the employee's total years of service with the Casino.

#### **Classification Seniority**

For the purpose of this Agreement "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.

Annual Vacation selection will be determined by an employee's length of service within their classification.

### **10.02 Seniority Lists**

- (a) The Employer agrees to post a seniority list January 1, and July 1 each year. The Seniority List shall contain the following information:
  - i) the employee's name,
  - ii) the employee's classification,
  - iii) the employee's classification seniority,

- iv) the employee's company 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 Loss of Seniority**

Seniority will be lost when an employee:

- (a) Receives severance pay in accordance with this Agreement;
- (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; or is on layoff for more than twelve (12) consecutive months for all other employees;
- (e) An employee's gaming license is revoked by GPEB permanently;
- (f) 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.

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

### **11.01 Notice of layoff or pay in lieu**

- (a) As a result of a permanent layoff the Company agrees to provide written notice or pay in lieu of notices, or a combination of both to any employee affected based on the following:
  - one (1) week per year of service to a maximum of eight (8) weeks.
- (b) Extended benefits — Company will continue to provide benefits for thirty (30) days following date of layoff.
- (c) 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.

### **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 seven (7) and to a maximum of twenty-one (21) calendar days. The Unit Chair and/or 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 as outlined in 11.03, and schedule and all other employees shall be returned to their former positions as well.
- (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 Trial Period**

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

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

During the trial 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 trial period, or should he decide during the trial 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:

- Probationary employees,
- Casual 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

Employees will be recalled to an available position, for which they are qualified, in the reverse order of their layoff.

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) 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.

## **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.

### **12.02 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 20.

### **12.03 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.

#### **12.04 Overtime defined**

Overtime is work in excess of eight (8) hours or ten (10) hours per day and forty (40) hours per week.

#### **12.05 Overtime Pay**

Employees who work overtime will be paid at time and one half for all such hours worked in addition to the regular premiums if applicable. After eleven (11) or more hours worked in a day, employees shall be paid double time.

#### **12.06 Distributing Overtime**

All work which is to be performed on an overtime basis shall first be offered on a voluntary basis, subject to the following conditions.

Where the Employer has a requirement for overtime work to be performed, the Employer shall ask as follows:

- (a) in seniority order from highest to lowest, the employees who normally perform the available work and who are scheduled to work a shift on the respective day if they want to work the overtime;
- (b) in seniority order from highest to lowest, the employees who normally perform the available work and who are not scheduled to work a shift on the respective day if they want to work the overtime;
- (c) if the Employer is unable to secure sufficient personnel to meet the overtime work requirements, the Employer shall have the right to schedule employees in the reverse order of seniority, from lowest to highest, who normally perform the available work and these employees shall perform the overtime work;
- (d) if there is an extension of a shift for two (2) hours or less, this shall be offered as outlined in (a) above. If there are no volunteers, the Employer may force in reverse order of seniority. If an extension of a shift extends an employee past eight (8) or (10) ten hours, it will be considered overtime as per article 12.04.

## **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
  - Float 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.
- (c) Effective January 1, 2020, employees who are eligible for benefits will be given one float day per year. The day is to be used by the end of each calendar year and cannot be carried over. The day must be taken at a time mutually agreed between the Employer and the employee. The day will be paid at the employees regular rate of pay based on the British Columbia Employment Standards Act calculation for stat holiday 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 pay based **on** the British Columbia Employment Standards act calculation 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 ( $1 \frac{1}{2}$ ) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.

### **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.

### **13.05 Loss of Named Statutory Holiday Pay for Failure to Report**

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, they shall not receive any pay for such holiday.

## **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 classification, according to the seniority list, provided they file applications before January 31st 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>51</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 31st.
- (f) Employees cannot take more than two weeks of vacation during prime time which includes summer, Christmas break and spring break, until all other employees have had a chance to book their vacation entitlement.

## ARTICLE 15 — BENEFITS

**This benefits package to be effective November 1, 2019.**

### 15.01

- (a) The Employer agrees to pay one hundred percent (100%) of the premiums required to provide the benefit coverage as set out in this Article.
- (b) Participation in the Health and Welfare Plan is a condition of employment for all employees unless proof of coverage through a spouse or other means is provided to and accepted by the insurance carrier.

The Employer's responsibility is limited to the payment of premiums as set out below, and the eligibility for benefits under the benefits plan will be subject to the policies of the insurance carrier selected by the Employer. The Employer agrees to maintain benefits at a comparable level to those outlined in this article, subject to any requirements placed on these plans by the insurance carrier.

- (c) Benefit coverage will be extended to eligible spouses and dependents.
- (d) A copy of the benefit booklet will be made available to all employees.

### 15.02

To be eligible for participation in any of the following plans, an employee must have completed his/her probationary period and must be regularly scheduled full time or part time employee who works a minimum of twenty (20) hours per week.

### 15.03

For the convenience of the employees, the Employee Benefit Plans are summarized as follows:

- (a) All eligible employees shall be covered under the Dental Plan which provides the following services subject to the terms and conditions of the Plan;

Plan A - Basic Routine Dental Services paying eighty percent (80%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year.

Plan B - Major Restorative paying fifty percent (50%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year.

- (b) Eligible employees shall be covered under the Extended Health Care Plan. The Plan

will reimburse 80% of eligible expenses subject to the terms and conditions of the Plan and further subject to an annual deductible of \$25.00 for individuals and \$50 for families.

- (c) The Employer's Extended Health Care Plan shall provide Vision Care for employees up to two hundred (\$200.00) every twenty-four (24) months.
- (d) The Employer's Extended Health Care Plan shall provide up to seventy dollars (\$70) towards the cost of eye exams in each twenty-four month period.

## **ARTICLE 16 — LEAVES OF ABSENCE**

### **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 three (3) 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 one (1) day 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 caregiver available, the Employer shall grant reasonable leave of absence without pay. The Compassionate Care Leave provisions of the BC Employment Standards Act shall apply.

#### **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) Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided their reason for leave is satisfactory to the Company. Consideration shall be based on seniority and shall not be unreasonably denied.

#### **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.

#### **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 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.

#### **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.

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

#### **17.01 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 eight (8) 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.

#### **17.02 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 Medical Leave of Absence or approved leave of absence are permitted to participate in the selection process in order of classification seniority.

#### **17.03 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.

#### **17.04 Employees Working at Night**

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

#### **17.05 Clothing**

Where the Employer requires special clothing to be worn, such clothing will be supplied to the employee at no cost and shall be replaced on an as needed basis.

#### **17.06 First Aid Course**

Employees who take time off at the direction of the Employer to take a recognized First Aid Program shall not suffer a loss of regular pay. The cost of enrollment will be covered by the Employer.

### **17.07 First Aid Attendant**

When a bargaining unit employee is assigned by the Employer to fulfil first aid responsibilities on a shift, they shall be compensated with an additional fifty cents (\$.50) per hour for all hours assigned those duties. This premium will not incur overtime.

## **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.

## **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 Union 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 Shop Steward of their choice, when available. Discipline needs to occur in a timely fashion, and will not be postponed due to the unavailability of a Shop Steward. If the shop steward of the employee's choice is not available, a steward shall be made available for the employee.

### 19.03 Grievance

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

### 19.04 Grievance Procedure

- (a) The Union or the Company may present a grievance. Any grievance which is not presented within seven (7) 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 20 within thirty (30) days. Any dispute not referred to arbitration within this time limit will be considered to be irrevocably withdrawn.

#### **19.05 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.

#### **19.06 Time Limits**

All grievances and referrals to arbitration must follow the required timelines, which can only be extended with written mutual consent of the Employer and the Union.

#### **19.07 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.

#### **19.08 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 Employer representative and the Union representative. The Union Representative shall suffer no loss of pay.

#### **19.09 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.

### **19.10 Sunset Clause**

All reprimand notices or disciplinary measures will remain on the employee file for twelve (12) months from the date of notice or reprimand. If a further infraction occurs within the twelve (12) month period, the original and subsequent notices or reprimands will remain on the file until a further twelve (12) month period from the date of the most recent notice or reprimand.

## **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 arbitration.

### **20.02 Single Arbitrator**

The arbitration shall be conducted by a single Arbitrator mutually selected by the Employer 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 a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator 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 Arbitrator 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 Employer 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.

### **23.02 Patron Behaviour**

Where an employee has reasonable cause to believe that:

- A patron’s actions are threatening or violent they must immediately report it to a supervisor or the manager.
- The supervisor or the Manager must investigate and report the incident to security immediately. If it is deemed that the patron acted in a threatening or violent manner they shall be removed from the property.
- The employee, upon request, or if deemed necessary, shall be removed from the area without loss of pay and a Union representative shall be notified expeditiously.
- The employee must fill out the appropriate report, which will detail the incident. This report will be copied to the J.O.H. & S. committee, the Union and the Employer.

For its part, the Union understands that perceptions of patron behaviour can differ.

Signed at                      this                      day of                      2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX A - WAGES & CLASSIFICATIONS**

- (a) Employees receive the base rate shown below.
- (b) All employees who currently receive wages higher than shown below shall be red circled.
- (c) All wage increases will take effect on the May 6, 2019.
- (d) Employees while on probation will be paid at eighty percent (80%) of the classification rate in which they are hired. At no time will an employee be paid less than minimum wage.

Classification	May 5 2019	May 5 2020	May 5 2021	May 5 2022
FLOOR	\$14.00	\$14.75	\$15.35	\$15.81
CASH	\$14.25	\$15.00	\$15.60	\$16.07
CALL	\$14.70	\$15.45	\$16.05	\$16.53
HEAD CASH	\$15.20	\$15.95	\$16.55	\$17.05
SECURITY	\$16.20	\$16.95	\$17.55	\$18.08
HOST/BUSSER	\$14.00	\$14.75	\$15.35	\$15.81
SERVER	\$12.70	\$13.95	\$15.30	\$15.75
CHEF DE PARTIE	\$16.50	\$17.25	\$17.85	\$18.39
1st COOK	\$16.20	\$16.95	\$17.55	\$18.08
2nd COOK	\$15.80	\$16.55	\$17.15	\$17.66
3rd COOK	\$14.20	\$14.95	\$15.55	\$16.02
KITCHEN STEWARD	\$14.00	\$14.75	\$15.35	\$15.81
BARTENDER	\$14.45	\$15.20	\$15.80	\$16.27

Signed at                      this                      day of                      2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

\_\_\_\_\_

\_\_\_\_\_

---

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING # 1**

**Between**

**Gateway Casinos & Entertainment Limited**

**Operating at Chances Kamloops**

**And**

**Unifor Local 3000**

**RE: PAID EDUCATION LEAVE**

**National Union PEL Program**

The Company agrees to pay into a special fund one thousand dollars (\$1,000.00) 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.

Signed at                      this                      day of                      2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

---

---

---

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING # 2**

**Between**

**Gateway Casinos & Entertainment Limited**

**Operating at Chances Kamloops**

**And**

**Unifor Local 3000**

**RE: SCHEDULING COMMITTEE**

The parties discussed schedules at great length during negotiations and the need for the Employer to not only operate its business efficiently but also offer shifts that address quality of life concerns of its employees.

The Employer agrees that a schedule, which is supported by the employees, is the best business practice. The Union acknowledges that scheduling is complex and impacts employees in individual ways.

The Employer and Union shall establish a Joint Departmental Scheduling Committee within thirty (30) days of ratification of the Agreement, then as agreed to by the parties thereafter. The scope of the committee shall be to develop a shift schedules model, using the following as guidelines for discussion. Other items may be added as the committee sees fit:

1. Employees in each classification will submit in writing, their consecutive day off preference prior to December 1<sup>st</sup> of each year. Each employee will present a first and second preference of consecutive days off and efforts will be made to grant these preferred days off by seniority. The scheduling of preferred days off will begin the first full week of January.
2. Each department will determine the best practices for shift rotation.
3. The Employer will post a core schedule for each department every two weeks -Any changes to the core schedule shall be available for union review and sent electronically to the affected employees.
4. The Employer will assign either an eight-hour (8) shift schedule per week or a ten-hour (10) shift schedule per week. The Employer shall not combine eight-hour (8) and ten-hour (10) shifts in the same pay period. Discussions around variations may be debated.

5. The Employer may not take an assigned shift from a scheduled employee and assign said shift to another employee.

The Employer while entitled to scheduling shifts of various lengths as provided in the Collective Agreement, the Employer will maximize the length of shifts through the workweek before instituting a shift of lesser duration, where possible.

Signed at                    this                    day of                    2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

---

---

---

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING # 3**

**Between**

**Gateway Casinos & Entertainment Limited**

**Operating at Chances Kamloops**

**And**

**Unifor Local 3000**

**RE: HEALTH AND SAFETY**

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

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

**Statutory Health and Safety Compliance**

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

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

**Unsafe Work Conditions**

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

**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. 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

Signed at                      this                      day of                      2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

---

---

---

---

---

---

---

---

---

---



## **LETTER OF UNDERSTANDING # 4**

**Between**

**Gateway Casinos & Entertainment Limited**

**Operating at Chances Kamloops**

**And**

**Unifor Local 3000**

### **RE: DISCRIMINATION AND HARASSMENT**

The parties are committed to providing a work environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment of, or by, employees, customers, students, contractors, suppliers or other individuals associated with the Employer while engaged in activities pertaining to the workplace will not be tolerated. To that end, the Company's "Harassment and Bullying" policy shall apply.

#### **Definitions**

##### **Discrimination**

Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status, a criminal conviction that is unrelated to their employment, age, sexual orientation, gender identity or expression, or any other characteristic prohibited by legislation.

##### **Harassment**

Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on race, religious beliefs, colour, and place of origin, gender, gender identity, gender expression, mental or physical disability, ancestry, marital status, family status, a criminal conviction that is unrelated to their employment, age, sexual orientation, or political belief.

Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

- racial or ethnic slurs including racially related nicknames,
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground),
- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground,
- leering, staring or gestures of a sexual nature,
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material,
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature,
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

### **Reporting Procedure**

The Company and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal charges, or civil litigation).

- (a) An employee who feels subject to harassment should make every effort to tell the offending party to stop such behavior, prior to proceeding with an informal or formal complaint.
- (b) If the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact a Human Resources Advisor, who will advise the Union of the investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately and corrective action is

taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.

- (c) In the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- (d) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

Signed at                      this                      day of                      2019.

**Gateway Casinos & Entertainment Limited  
Operating at Chances Kamloops**

**Unifor Local 3000**

---

---

---

---

---

---

---

---

---

---