

**COLLECTIVE AGREEMENT**

**between the**

**SEM RESORT LIMITED PARTNERSHIP**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from November 1, 2020 to October 31, 2023**

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**DEFINITIONS**

- (1) "*Agreement*" - means this collective agreement.
- (2) "*Bargaining unit*" - is employees set out in the BCLRB certification.
- (3) "*Basic pay*" - means the rate of pay negotiated by the parties to this agreement.
- (4) "*Casual employee*" - means an employee who does not have a schedule and is only scheduled to work or called to work on an as-and-when-needed basis to meet unexpected operational requirements, cover regular employees on vacation, illness or injury, education leave, compassionate leave or other leave.
- (5) "*Child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse.
- (6) "*Classification seniority*" - means as calculated by provisions within the agreement, from the date an employee was first appointed to their classification.
- (7) "*Day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (8) "*Domestic violence*" - means:
  - (a) An act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control; or
  - (b) A threat or attempt to do an act described in (a) above.
- (9) "*Employee*" - means an employee of the Employer included in the bargaining unit.
- (10) "*Employer*" - means St. Eugene Resort Limited Partnership (SEM).
- (11) "*Harassment*" - means the harassment of a person based on any grounds enumerated in the *Human Rights Act* (British Columbia), and harassment includes deliberate gestures, comments, questions, representations or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate purpose.
- (12) "*Intimate partner*" - includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.
- (13) "*Layoff*" - means the loss of a job due to a shortage of work, reorganization, closure or other material change in the organization.
- (14) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (15) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (16) "*Overtime*" - means work performed by a full-time employee in excess or outside of the regularly scheduled hours of work performed by a part-time employee in excess of 40 hours a week.
- (17) "*Paid holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a statutory holiday in this agreement. Pay for the paid holiday shall be in accordance with Article 17.

- (18) "*President of the union*" - includes the President's designate.
- (19) "*Probationary employee*" - means an employee during their first 340 hours of work.
- (20) "*Qualifications*" - shall mean the employee meets the minimum requirements of the classification and where applicable, in the tables department as tested and certified by the dealer trainer. The ability to meet these requirements may require a period of familiarization up to 30 calendar days.
- (21) "*Regular employee*" - means an employee who has accepted a consistent schedule and who has completed probation.
- (22) "*Service seniority*" - means continuous time employed by the Employer.
- (23) "*Sexual violence*" - means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.
- (24) "*Shift*" - means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
- (25) "*Spouse*" - includes same sex and opposite sex common-law individuals, husband or wife.
- (26) "*Union*" - means the B.C. General Employees' Union (BCGEU).
- (27) "*Work schedule*" - means the schedule of work hours and days of rest.

## **ARTICLE 1 - INTRODUCTION**

### **1.1 Purpose**

- (a) The purpose of this agreement is to establish the terms and conditions of employment for those employees who come within the scope of this agreement which have been reached through collective bargaining, and to maintain respectful and mutually beneficial working relations between the Employer, employees, and the Union.
- (b) The Employer and the Union recognize that SEM is the only entity in Canada engaged in gaming, golf and hospitality services that is first nations owned with significant cultural and historical importance. The Employer and the BCGEU recognize that the prosperity of SEM depends upon the success and contribution of both parties in achieving exceptional levels of service and value to its customers.
- (c) The Employer and the Union recognize that certain employees must be registered by the Gaming Policy and Enforcement Branch and that maintaining the integrity and security of the gaming and hospitality services is of paramount importance.

### **1.2 Extent**

- (a) In the event there is a conflict between the contents of this agreement and any policy made by the Employer or on behalf of the Employer, this agreement shall take precedence over the said policy.
- (b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation's policies makes invalid any provision of this agreement, the remaining provisions shall remain in effect for the term of this 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 and either party may submit the matter to arbitration if agreement cannot be reached. The Employer will provide the BC Lottery Corporation policies and any variances or amendments to the area office of the Union and the designated shop steward, unless they are prohibited from doing so by the BC Lottery Corporation.

### **1.3 Provisions of the Legislation**

In the event that the *Employment Standards Act* provisions as amended in the future override the provisions in this agreement, it is agreed that the *Employment Standards Act* will then apply to the matters covered in Clauses 19.2, 20.1, and 20.2, and that these clauses will then have no further application.

### **1.4 Human Rights Code and Employment Standards Act**

The parties hereto subscribe to the principles of the *Human Rights Code* of BC. It is further agreed that wherever this agreement is silent, the provisions of the *Employment Standards Act* shall apply.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Shop Stewards**

(a) The Employer recognizes the Union's right to select shop stewards to represent employees. The Employer and the Union agree that the maximum number of shop stewards, will be set at seven. However, the parties agree that this number may be modified from time to time upon mutual agreement. Should modifications be required, such conversation will occur through the joint labour management committee. The duties of the shop steward shall be, but not limited to, assist in the reporting, investigation, meeting with Employer's representatives at Step 1, Step 2 and disseminating bona fide information of the Union to the employees and the Employer.

(b) The Union agrees to advise the Employer in writing the names of the elected stewards. The Employer agrees to recognize those appointed or elected into Union representative roles.

(c) The necessary time which is spent by stewards during their regular working hours, as approved by management, reporting, investigating and resolving grievances, or attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight-time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied. In the event that a steward is required by management to attend meetings outside of their regular working hours they will be paid at straight-time rates for all hours spent.

(d) The shop steward shall not be discriminated against or disciplined for performing their duties as a steward.

(e) Leave of absence without pay and with seniority shall be granted to stewards and elected representatives to attend to union business, which requires them to leave their premises of employment.

(f) The Union and the shop steward or elected representatives will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (e) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time incurred.

(g) The Employer will make available private meeting space with a telephone, for the use of stewards, as required.

## 2.2 Bargaining Unit Work

(a) Supervisors, managers and/or other employees not included in the bargaining unit will not normally perform the duties of any position for which rates are established by this agreement. With the exception being for the purpose of providing break relief for unionized employees, in which case the time period will be limited to the break time allotted for that shift, instruction or management training. Trainees shall not displace or replace any member of the bargaining unit except in cases of emergency when a regular or a casual employee is not available.

(b) The Employer recognizes that it is improper for management or excluded employees to do work which is presently performed by employees within the bargaining unit and will not take any action that will result in the displacement of scheduled bargaining unit shifts. However, the parties recognize that for the practical and efficient operation of the casino, there are occasions when a management employee must help. On such occasions bargaining unit employees will be called to work immediately and management will cease to perform bargaining unit work when a sufficient number of bargaining unit employees arrive at work. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this agreement.

## 2.3 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 the 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.

## 2.4 No Individual Contracts or Agreements

(a) No employee shall be compelled to or be allowed to enter any individual contract or agreement with their employer concerning the conditions of employment varying the conditions of employment contained herein.

(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 unless required to do so out of a duty to accommodate and by mutual agreement with the Union.

## 2.5 Recognition of Legal Picket Lines

(a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this clause, a "*legal picket line*" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code* of British Columbia.

(b) The Union agrees to give the Employer advance notice of the probable implementation of picket lines that might affect the Employer's operation.

(c) The Union agrees that it shall support, at any legal proceedings, any attempt made by the Employer to limit the effect of third party picketing of its operations.

## 2.6 Bulletin Boards

(a) The Employer will provide the Union with two bulletin boards at least four feet square at mutually agreed upon locations for the posting of union notices and other union communications. One will be located on the hotel side and one will be located on the casino side. The notice boards shall be covered with plexiglass and locked to prevent unauthorized notices from being posted.

(b) The Employer will provide a sealed box of a sufficient size to enable employees to insert written issues which they require the Union to consider or explore. Union representatives shall have the right to attend on the premises for the purposes of retrieving the employee written communications, providing prior permission is obtained from the Employer.

## **2.7 Union Insignia**

### **(a) Union Buttons**

An employee may wear a union pin, a shop steward pin, a lanyard, or a union button. The union button may not exceed the size of a "loonie" and will not carry political, protest, or other slogans.

### **(b) Union Shop Cards**

The Union will furnish shop cards for one employee/staff entrance to the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

## **2.8 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 a period of up to and including five years.

(b) A request for such an approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the President or Treasurer of the Union at least 30 days prior to the leave taking effect.

(c) An employee who obtains such a leave of absence shall return to their former position, with the accrued service and classification seniority, within the 30 calendar days after the completion of their employment with the Union. If their former position no longer exists the employee shall be deemed laid-off and the provisions of Article 13 - Layoff and Recall shall apply.

(d) The Employer is not obligated to grant such leave to more than one employee at a time.

## **2.9 Leave of Absence: Union Conventions and Educational Programs**

(a) The Department Manager or member of management responsible for scheduling, upon receipt of written notice (facsimile is acceptable) from the Union, shall grant leave of absence without pay for up to and including four employees, who are elected as delegates to attend to union business. Written notice shall be given at least 15 days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than 15 days' notice.

(b) The Union recognizes that operational needs will be a factor when approving such leaves of absence and that the Employer may refuse a leave of absence to ensure that there will be sufficient employees remaining within each job code. Otherwise such leaves of absence will not be unreasonably denied.

## **2.10 No Discrimination for Union Activity**

The Employer and Union agree that there shall be no discrimination, interference, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. Where an employee requires a union leave, such leave shall not be unreasonably denied.

### ARTICLE 3 - UNION SECURITY

#### 3.1 Membership

All employees, as defined in the certification, must become members of the Union in good standing and maintain such membership as a condition of continued employment throughout the term of this agreement including any new employees hired subsequent to the effective date of this agreement.

#### 3.2 New Employees

The Employer agrees that it will advise each bargaining unit employee of the union security and check-off provisions provided for in this collective agreement and provide such employee with a union card. Signed union cards shall be forwarded to the Union.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

#### 4.1 Check-off - Assignment of Wages

- (a) All 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 union dues, fines, assessments and arrears, as required by Clause 4.2.

#### 4.2 Check-off - Process and Procedures

- (a) The Employer agrees to deduct 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' earnings pursuant to this article, are to be forwarded to the Union, together with a list of employees to whom the monies are to be credited. This list will include; the first and last names of each member, address, member home phone number, member cell phone number, member home email address, job/position title, service start date, on or before the 15<sup>th</sup> day of the month following the month in which the monies were deducted. The above-noted information will be provided electronically in the file formats ".csv". If the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for 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 make only such deductions as are permitted by law, and as are authorized by a 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 paycheck and remit it as per Clause 4.2(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 record the amount of union dues deducted on each employee's T4 slip.

(i) The Employer will provide to the Union, on a quarterly basis, a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

New employees will complete and sign an application for union membership upon employment and this information shall be forwarded to the Union. The Employer agrees to inform the local chairperson of any new employees and that a union steward will be given an opportunity to meet with new employees during the orientation process without loss of pay, for up to 15 minutes in order to acquaint the new employees with the benefits and duties of union membership.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

Subject only to the provisions of this agreement, the Union acknowledges that the Employer has and retains the sole, exclusive right and responsibility to manage its operations and business as it sees fit, including but not limited to the following:

- (a) to hire employees and to direct the workforce, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to maintain order, discipline and efficiency of all operations;
- (b) to make and to alter from time to time rules and regulations to be observed by all employees, provided that it does so in a manner that does not conflict with the collective agreement;
- (c) to discipline or discharge employees for just cause; subject to the grievance procedure;
- (d) to determine the type and location of equipment required to undertake the operation.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Labour Management Meeting**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and, similarly, the Employer shall supply the Union with a list of personnel with whom the Union may be required to transact business. Lists will be maintained with updates as necessary.

(a) The Employer and the Union agree to establish a labour management committee comprised of up to three employer representatives and up to three union representatives, one of which may be a staff representative. The Committee shall meet at the request of either party or on an as needed basis, but not more than once per month, at a place and time to be mutually agreed upon. Either party may invite other participants in order to assist the Committee.

(b) The Committee meetings shall be co-chaired by one employer and one union representative. The purpose of the meetings shall be to exchange information of mutual interest to review administrative

matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be strictly on a "*without prejudice*" basis.

(c) The meetings will normally be scheduled during regularly scheduled working hours of the union representatives. Attending employees shall be paid straight-time wages for all time spent in these meetings including time extended beyond the employee's scheduled shift.

(d) The Employer and the Union will provide information pertinent to conduct the meeting including an agenda and a list of attendee's 48 hours prior to the meeting. Both parties recognize emergent issues may arise in the 48 hours; every attempt will be made to notify the other party of the issue prior to the meeting.

(e) Minutes shall be recorded by the Employer. After the final draft has been agreed to, the minutes will be distributed to each worksite and posted on the respective bulletin boards.

## **7.2 Union Investigation**

(a) The Employer shall allow a properly authorized representative designated by the Union to investigate issues under this agreement. The Employer is entitled to require an individual to substantiate that they are an authorized representative of the Union.

(b) When access is required for the purpose of such an investigation, the designated union representative will be required to obtain the prior written (faxed) permission of the Casino General Manager or Casino Shift Manager to visit the premises as per BCLC guidelines, such request to be responded to as soon as possible and in any event within 18 hours of the request, and such permission shall not be unreasonably withheld.

(c) The investigation must not result in any disruption of the Employer's operations.

(d) The Employer will provide the designated union representative with all requested pertinent documentation.

## **7.3 Technical Information**

The Employer agrees to provide the Union such information that is available relating to employees in the bargaining unit, as may be required by the union collective bargaining purposes.

# **ARTICLE 8 - GRIEVANCE PROCEDURE**

## **8.1 Grievance Procedure**

(a) The Employer and the Union recognize that grievances may arise concerning:

(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline or suspension of an employee bound by this agreement.

(b) The procedure for resolving the grievance shall be in the grievance procedure in this article.

## **8.2 Step 1**

The first step of the grievance procedure requires every effort to be made to settle the dispute informally, with the designated excluded manager or supervisor. The aggrieved employee shall have the right to have a shop steward of their choice present at such a discussion. Where the aggrieved employee is a shop steward, they shall not act as a shop steward in respect of their own grievance but shall submit the

grievance through another shop steward or union staff representative. The Employer's Step 1 designate will be the employee's designated immediate supervisor or immediate manager.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 21 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) submitting their grievance form to the Employer's Step 2 designate through the shop steward;
  - (4) the Employer's Step 2 designate shall acknowledge receipt of the grievance by signing and dating the grievance form and returning it to the steward. A copy of the grievance form will be provided to the Employer.

### **8.5 Time Limit to Reply at Step 2**

- (a) Within 14 days of receiving the grievance at Step 2, the excluded manager designated by the Employer to handle grievances at Step 2 and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The excluded manager designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) Investigative findings made by the Union that are relevant to the circumstances that gave rise to the grievance, shall be made available to the Employer.
- (e) At any time during the grievance procedure, senior employer representatives and union staff may meet to discuss the grievance.

### **8.6 Failure to Act**

- (a) A grievance shall commence and proceed through the grievance procedure within the time limits provided. The time limits may be extended by mutual consent of the parties whereas the same must be in writing. However, neither party will be deemed to have prejudiced its position on any future grievance. Requests for the time limit extension shall not be unreasonably denied.

- (b) If time limits are not met the grievance will be deemed to be abandoned unless otherwise agreed as per (a) above.

### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9 - Arbitration Procedure, the President of the Union, or their designate, if they choose to pursue the matter at arbitration shall inform the Employer of said intention within:

- (a) 30 days after the Employer's Step 2 response has been received; or  
(b) 30 days after the Employer's Step 2 response was due.

### **8.8 Administrative Provisions**

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier, facsimile, or electronically scanned.  
(b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered.

### **8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration within 21 days of the due date on which the dismissal or suspension occurred, or within 21 days of the employee receiving such notice.  
(b) Where a dispute arises from suspensions for 20 days or less, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving such notice.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, employer representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.  
(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.  
(c) Where an employee has filed a complaint with the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of the complaint being filed with the Employment Standards Branch.  
(d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

### **8.11 Policy Grievance**

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration Procedure.  
(b) Unless agreed by the parties, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could

otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

### **8.12 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

## **ARTICLE 9 - ARBITRATION PROCEDURE**

### **9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties, after exhausting the grievance procedure in Article 8 - Grievance Procedure, may notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

### **9.2 Expedited Arbitration**

The parties have agreed to the following terms, conditions and process to resolve certain grievances by non-precedential expedited arbitration:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
  - (1) policy grievances;
  - (2) grievances requiring substantial interpretation of a provision of the agreement;
  - (3) grievances requiring the presentation of extrinsic evidence;
  - (4) dismissals;
  - (5) grievances involving a claim of duty to accommodate;
  - (6) demotions; and
  - (7) suspensions of 20 days or greater.

Despite the foregoing, by mutual agreement, a grievance falling into any of the above-listed categories may be resolved by expedited arbitration.

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

Corinn Bell  
Mark Brown  
Ken Saunders  
Kate Young

- (c) The expedited arbitration process is intended to be informal.
- (d) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 30 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a

proposed fact must be stated and, if applicable, an alternate proposed fact proposed) to the proposed agreed statement of facts. Any reliance documents shall be provided no less than 15 days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

- (e) The parties shall not make any pre-hearing applications to the Arbitrator.
- (f) The parties agree that they will not make use of documents produced in an expedited arbitration for any purpose other than the arbitration itself.
- (g) All presentations are to be short and concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both parties.
- (h) The parties agree to minimize the use of legal authorities during their arguments.
- (i) The Arbitrator will be encouraged to make a decision within two working days of the arbitration hearing.
- (j) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.
- (k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee.
- (l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (n) There will be no appeal of expedited arbitration awards.

### **9.3 Arbitration Hearing and Award**

- (a) Once an arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing as soon as it can be scheduled and to render a decision in a timely manner following the conclusion of the arbitration hearing.
- (b) In order to expedite the arbitration process, the parties may meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute.
- (c) The parties recognize that they are bound by a decision of the Arbitrator.

### **9.4 Formal Arbitration**

- (a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 9.2(a) above, either party may refer the grievance to the formal arbitration procedure.
- (b) Once the referral is processed, a request shall be made to set a hearing date and an arbitrator to be assigned from a mutually agreed to list of arbitrators.
- (c) Depending on availability, arbitrators will be assigned on a rotational basis.
- (d) An arbitrator may be removed from the list by mutual agreement.
- (e) The Arbitrator assigned may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within a timely manner following the conclusion of the hearing.

The arbitrators will be:

Corinn Bell  
Mark Brown  
Ken Saunders  
Kate Young

### **9.5 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this agreement by altering, modifying, or amending any provision.

### **9.6 Cost Sharing**

The parties are responsible for their own costs and will share equally any cost(s) associated with the Arbitrator.

### **9.7 Technical Error or Omission**

No technical error or omission will render a grievance inarbitrable.

### **9.8 Use of Labour Relations Code, British Columbia**

The parties acknowledge that assistance may be sought for the resolution of grievances through Sections 87, 104 and 105 of the *Labour Relations Code*, British Columbia.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Dismissal, Suspension and Discipline**

- (a) Employees can only be disciplined or discharged with just and reasonable cause.
- (b) During the probationary period, an employee may be discharged if they are determined to be unsuitable for continued employment.
- (c) The Employer agrees that if the Employer chooses to implement written discipline, suspension without pay or discharge on an employee, a steward will be present unless the employee specifically requests otherwise. Should such a request be made, the employee is required to sign a document indicating they do not wish to have a steward present.
- (d) In the event that an employee, other than a probationary employee, is discharged for just and reasonable cause, a designated shop steward and the Union will be notified of the dismissal. Such notification will be in writing.
- (e) Written reasons for the discharge will be provided.
- (f) The Employer has the right to suspend an employee pending an investigation where the Employer has determined, based on the severity of the issue in question and the information immediately available to the Employer, the employee's continued presence in the workplace constitutes a serious and immediate concern to the Employer's legitimate interest. In this case the employee will be sent home with pay until the investigation is completed or they are returned to work.
- (g) Where the Employer determines such a concern does not exist, the Employer can assign the employee or employees to closer supervision or other work which is reasonably available, they are qualified to perform and have the appropriate GPEB licensing, while the investigation is being

conducted. In either case, the Employer commits to conduct such an investigation as expeditiously as possible.

(h) Failure to secure and or maintain a GPEB tag may constitute reasonable and just cause for termination. Other positions in the bargaining unit may be explored, if such positions are available and the employee meets the qualifications and a current CPIC is submitted to the Employer in a timely fashion. The employee is responsible for any associated costs of obtaining the CPIC.

### **10.2 Right to Have Union Representative Present**

(a) An employee shall have the right to have their shop steward present at any discussion with a designated manager which the employee believes might be the basis of disciplinary action. Where a designated manager intends to interview an employee for disciplinary purposes, the designated manager shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a shop steward of their choice, providing this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve discipline.

(b) A shop steward shall have the right to consult with a staff representative of the Union and have a staff representative present at any discussion with a designated manager which the shop steward believes might be the basis of disciplinary action against the shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

(c) An employee shall have the right to have their shop steward present at any discussion with a designated manager, where the Employer intends to meet with a member as a result of a concern related to injury or illness issues, providing this does not result in an undue delay of the meeting.

### **10.3 Limitation on Holding Discipline Against Employees**

(a) Any document used to record disciplinary action including any record of the incident giving rise to the discipline against an employee shall automatically be removed from the employee's file after 12 months, provided the employee has been available for work and provided there has been no further infraction of a similar nature. Should there be a second infraction of a similar nature, within the 12 month time period a new 12 month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction of a similar nature, a new 12 month period will commence. Files will be kept in a secure area and will only be accessible to designated personnel.

(b) Notwithstanding the above, the Employer may, subject to the severity of any infraction of a similar or different nature, escalate the discipline to the appropriate level.

### **10.4 Discipline and Discharge Grievances**

Grievances arising from the suspension or discharge of an employee will be filed at Step 2 in accordance with Clause 8.4.

### **10.5 Personnel File**

The employee, President of the Union, or the President's designate, with the written authority of the employee, shall be entitled to review the employee's personnel file. This shall be done in the presence of a Human Resources representative. The employee, the President of the Union, or the President's designate shall give Human Resources 72 hours' notice prior to having access to such file(s).

### **10.6 Relief Supervisors**

Relief supervisors will not have access to any personnel files.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

Seniority is defined as the length of continuous service with the Employer, as calculated within the agreement which shall be applied in the following manner and order:

- (a) *Service Seniority* - means continuous time employed by the Employer.
- (b) *Classification Seniority* - means as calculated by provisions within the agreement from the date an employee was first coded to their home/classification.

For (b) above, if more than one employee is successful in moving to another classification as a result of a single job posting or other reasons allowed within the agreement, those employees will be granted relative seniority in accordance with their service seniority.

### 11.2 Application of Seniority

#### (a) *Seniority Date*

The seniority of each regular employee covered by this agreement will be established after the probationary period after which an employee's seniority shall be backdated to the employee's first shift worked. In the event that two or more employees worked their first shifts on the same day, they will be ranked for seniority purposes first by starting times and then by chance.

#### (b) *Classification Seniority*

Upon completion of the requirements of (a) above, employees will establish a new seniority date when transferring from one classification to another. This new seniority date shall apply for hours of work and scheduling purposes only in the classification to which they transferred.

#### (c) *Start Date Retained*

Employees transferring from one classification to another shall retain their original company start date for severance pay entitlements and as otherwise provided for in this collective agreement.

#### (d) *Transfers and Seniority*

Regular employees will not accrue seniority in a classification from which they have transferred. In the event a regular employee who has transferred to another classification does not successfully complete the period in the new classification, the accrued time in the new classification would be carried back to their former classification. For example, if a regular employee has two years of service in a particular classification and transfers to another classification and is not successful during the training period as described in Clause 12.2(d), any accrued seniority will be carried back to the former classification as if accrued there.

#### (e) *Seniority for Casual Employees*

Casual employees shall start to accumulate service and classification seniority on an hourly basis once the employee has completed their probation. When a casual employee becomes a regular employee, seniority hours will be converted to establish the seniority date. Total hours worked, as of the last day worked as casual employee, will be divided by eight hours per day, to a level of 40 hours per workweek, to convert to number of days worked. For the purposes of this calculation, fractional remainders will count as a complete day worked. Starting at the current date and counting back the number of days worked will determine the employee's actual service and classification seniority date in their classification.

- (f) Regular employees who request casual status shall have their seniority converted to hours.

### **11.3 Accrual of Seniority**

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury up to a maximum of 12 months;
- (c) unless otherwise specified, the first three months of leaves of absences which have been granted by the Employer;
- (d) layoff for up to 24 months; or
- (e) time lost as a result of a maternity, parental and adoption leave.

### **11.4 Loss of Seniority**

An employee shall lose seniority in the following circumstances.

If they:

- (a) voluntarily leave the employment of the Employer;
- (b) accept a position outside of the bargaining unit;
- (c) are discharged for just cause and not reinstated under the terms of this agreement;
- (d) are recalled to work and do not report to work as provided in Clause 13.5; or
- (e) are laid off for a period in excess of 24 months.

### **11.5 Seniority Lists**

(a) The Employer shall prepare and post seniority lists every March 1, and September 1, in an area accessible to all employees, with a copy to the designated union steward. The seniority lists shall commence with the most senior employee by classification and job within that classification carrying on downward to the most junior employee. Information on the seniority list shall include the employee name (by classification), company start date, job within their classification and seniority date(s) in their current job, or hours for casual employees.

(b) An employee may protest their seniority date by filing notice of the dispute in writing with the Casino Manager within 30 days after the posting of the seniority list.

(c) An employee's seniority shall be final and binding with no changes allowed when such date(s) has appeared on two consecutive seniority lists. When a notice of dispute is filed the Casino General Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve this issue, and failing resolution the matter is subject to Step 2 of the grievance procedure. Any such dispute as to placement on the seniority list will only have effect with respect to the list which is challenged, and any future list.

### **11.6 Probationary Employees**

(a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been coded, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period shall be 340 hours worked, or six months with the Employer, whichever occurs first.

- (c) All training hours shall count towards the hours worked as found under (b) above.
- (d) Prior to rejection on probation, a discussion will occur between the employee and the manager to review performance and suitability issues. Notice will be provided to the employee that unless deficiencies are addressed, termination of employment may occur during the probationary period.
- (e) Upon completion of probation, employees will be immediately credited with all seniority backdated to their start date.
- (f) Once an employee passes probation in a classification for which they are coded they shall not be required to pass probation again. Should they become coded into another classification, a trial period will be required as per Article 12 - Job Postings.
- (g) While the casual employee is on probation, any available shifts that have not been taken by regular or casual employees will be shared equally between the probationary employees within the same classification.

## **ARTICLE 12 - JOB POSTINGS**

### **12.1 Job Postings**

- (a) Job postings for vacant positions or positions added to the bargaining unit, shall be posted within 30 days. Each posting shall be posted on a bulletin board for not less than seven days for internal applicants and 10 days for external applicants. The local chairperson or designated shop steward shall receive copies of all job postings.
- (b) The Employer agrees that recruitment of external candidates shall only occur in situations where there are no bargaining unit applicants or employees covered by the provisions of Article 12.1(e) who meet the qualifications contained in the posting.
- (c) Temporary bargaining unit vacancies which are known to be for a duration of greater than three months, shall be posted for not less than seven days internal and 10 days external. Such positions, once selected shall only be until the return of the incumbent (new hires hired for this clause will be subject to all provisions of the collective agreement).
- (d) All internal applications for posted positions for which an employee is coded for, shall be submitted via letter of interest provided by the employee. The Employer, when considering the internal applicants, will consider each applicant's skills, abilities, experience and qualifications. The senior applicant will be awarded the position provided the applicant's skills, abilities, experience and qualifications are relatively equal and they can satisfactorily perform the full measure of the work required. Employees applying for positions they are not coded for will be subject to (e) below.
- (e) All non-coded employee and external applications will be submitted with a cover letter and resume outlining how they meet the qualifications for the position.
  - (1) Applicants for a position will be selected on the basis of qualifications and experience.
  - (2) When the qualifications of two or more applicants are relatively equal, the position shall be awarded to the most senior non-coded employee applicant. Notwithstanding indigenous applicants, who will be awarded the position when two or more non-coded employee applicants are relatively equal. When two or more non-coded employee applicants are indigenous, the position shall be awarded to the most senior indigenous applicant.

(f) In filling positions under this article, the successful applicant shall be given a trial period of up to 160 hours, or three months, whichever occurs first, to determine their suitability to perform the work required.

(g) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position. In which case the employee will return to their former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to their former position at the same rate of pay without loss of seniority.

(h) The notice of postings shall contain the following information: title of position, duties, qualifications, hours of work, process for making applications and wage. Such qualifications shall not be established in an arbitrary manner.

Upon written request, an employee who is away from work due to vacation or leave of absence will receive copies of all job or course postings.

## **12.2 Notification**

(a) Unsuccessful employee applicants to posted positions will be notified by telephone of the name and classification of the successful employee applicant.

(b) An employee who is an unsuccessful applicant for a vacant position may request, from the employer representative responsible for the appointment, an explanation of the reasons why they were not appointed, in writing. This request will occur when the employee is advised in (a) above and or within seven days.

(c) If requested as per (b) above, the employer representative will provide an explanation within seven days after receiving the request.

(d) In the event the unsuccessful applicant is not satisfied with the explanation offered in (c) above, the unsuccessful applicant may initiate a grievance at Step 2 of the grievance procedure.

## **12.3 Course Postings**

(a) When the Employer offers a course or seminar, the course or seminar shall be posted for a minimum of 10 days. The local chairperson or designated shop steward shall receive copies of all such course or seminar postings.

(b) All applicants for posted courses shall be required to sign up on a form provided by the Employer. Successful applicants shall be given seven days' notice prior to the commencement of the course or seminar.

(c) Suitability of applicants shall be determined by their qualifications. Where the number of suitable applicants exceeds the number of available spaces, the course will be offered in service seniority order.

(d) The Employer will pay the costs of the trainer for all courses offered by the Employer.

(e) Time spent by an employee attending a course or seminar as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in a course or seminar that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16 - Overtime.

(f) Employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.

(g) Employees required to complete online courses shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this agreement. The Employer's current

practice is to assign online courses during a regular shift and pay employees at their regular rate of pay. Where employees indicate a preference to do online courses on their own time, they will not be compensated by the Employer.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Notice of Layoff**

In the event of any layoff, regular employees shall be given notice of layoff, or pay in lieu thereof.

(a) For pay in lieu of notice, as follows:

- (1) up to 12 consecutive months of employment, an amount equal to one week's wages;
- (2) after 12 months of employment, an amount equal to two weeks' wages;
- (3) after three consecutive years of employment, an amount equal to three weeks' wages plus one week's wages for each additional year of employment, to a maximum of eight weeks' wages.

(b) For written notice of layoff, as follows:

- (1) one week's notice up to 12 consecutive months of employment;
- (2) two weeks' notice after 12 consecutive months of employment;
- (3) three weeks' notice after three consecutive years of employment, plus one additional week's notice for each additional year of employment, to a maximum of eight weeks' notice; or
- (4) is given a combination of notice of layoff and money equivalent to the amount the Employer is liable to pay.

(c) The amount the Employer is liable to pay is calculated by totalling all the employee's weekly wages, during the last four weeks in which the employee worked normal or average hours of work; dividing the total by four, and multiplying the result by the number of weeks' wages the Employer is liable to pay.

#### **13.2 Layoff Procedure**

The parties recognize that job security shall increase in proportion to length of continuous service. Therefore, in the event of a layoff, regular employees shall be laid off in reverse order of their service seniority within their classification, provided the remaining employees have the requisite qualifications to perform the duties within the classification.

#### **13.3 Layoffs and Vacancies**

(a) New employees shall not be hired if qualified employees are on layoff.

(b) When employees are laid off they may either accept their layoff or use their bargaining unit service seniority to displace the next employee with less bargaining unit service seniority:

- (1) In another bargaining unit classification, provided they are qualified and able to perform the work required of the classification. Such displacement cannot incur an increase in hours of work. In the event an employee, in exercising displacement, returns to a classification from which they had previously worked, the employee's initial placement in the different classification shall be into the position occupied by the employee with the lowest classification seniority occupying a schedule with the same number of hours of work or less.

(2) At the next scheduled selection process, the employee shall assume their relative classification seniority from the time last worked in that classification. Employees exercising displacement rights shall be given a trial period of up to 160 hours, or three months, whichever occurs first, to determine suitability to perform the work required.

(c) In the event the position from which the employee was laid off is restored within 24 months from the original date of layoff, the employee originally laid off may return to that position provided the Employer expects the position to be available for a minimum of two consecutive weeks. Other affected employees shall be returned to their previous positions.

#### **13.4 Pre-Layoff Canvass**

(a) Before a layoff occurs, the Employer will consult with the Union to discuss lessening disruption to customers and staff. Prior to the layoff of regular employees under Clause 13.2, the Employer shall canvass employees within the effected classification in order to invite:

(1) placement on the casual list with no loss of bargaining unit seniority; and will continue on benefits for a minimum of 120 days, subject to the requirements of the benefits plan;

(2) a resignation with the option to apply any outstanding vacation pay to a personal RRSP or the company RRSP program;

(3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they shall be offered to qualified employees on the basis of bargaining unit seniority.

(b) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven calendar days of issuance of a written notice to the employee or group of employees within the classification effected.

(c) Where an employee selects an option in (a) above, and the option is confirmed in writing by the employee and the Employer, such selection is final and binding upon the employee and the Employer, subject to this agreement.

#### **13.5 Recall Procedure**

(a) Regular employees on layoff shall be recalled to available work provided they are qualified to do the available work, in order of bargaining unit service seniority. This is to be administered through Article 28.1 - Call-in Procedure for Casual Employees.

(b) Notwithstanding Article 12 - Job Postings, regular employees on layoff shall be notified of a recall to a regular position by email or other traceable electronic methods. A regular employee being recalled must be available to return to work within five days of receipt of the notice. In the case of illness and injury, the Employer shall have the right to make alternate arrangements until the recalled employee is able to return to work.

(c) The regular employee on layoff shall be responsible for informing the Employer in the event they change their mailing address or email.

### **ARTICLE 14 - HOURS OF WORK**

#### **14.1 Normal Straight-Time Hours of Work**

(a) Unless the parties otherwise agree the normal straight-time hours of work for regular full-time employees shall be as follows:

- (1) Eight hours in any one working day.
    - (i) Not more than five days within the seven day workweek (Sunday to Saturday), with two consecutive days or rest unless split days of rest are requested by the employee and approved by management.
    - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
  - (2) 10 hours in any one working day.
    - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with at least three consecutive days off unless split days are requested by the employee and approved by management.
    - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
    - (iii) Overtime will be paid for all hours over and above eight hours and 10 hours respectively.
- (b) Unless the parties otherwise agree the normal straight-time hours of work for regular part-time employees shall be as follows:
- (1) Not more than 10 hours and not less than four hours in any one workday.
    - (i) Not more than five days within the seven day workweek (Sunday to Saturday) with two consecutive days of rest unless split days of rest are requested by the employee and approved by management.
    - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
  - (2) Part-time employees shall not be scheduled for more than five consecutive days to be followed by two consecutive days of rest. For 10 hours in any one working day:
    - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with three consecutive days off unless split days are requested by the employee and approved by management.
    - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
- (c) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours per week on a sixth day.
- (d) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours per week on a seventh day and overtime will be paid for all hours worked on the seventh day.
- (e) Casual employees occupying schedules as required, shall be scheduled in accordance with Clause 28.1(a) and (b) - Call-in Procedure for Casual Employees.
- (f) It is understood that shifts that commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirements to work overtime will be in accordance with Article 16 - Overtime.
- (g) Employees may work consecutive shifts provided that each shift begins on a different day and that each shift incurs a break of at least eight hours between the conclusion of the first shift and the commencement of the second.

**14.2 Posting of Work Schedules**

(a) A work schedule shall be electronically available to each employee and posted two weeks in advance on the Employer's bulletin board for the information of all scheduled employees. The work schedule shall contain the following information:

- employee's name
- days off
- start time and end time

(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 and that affected employees are advised of any changes. The employee must have some form of answering device for taking messages.

(c) The designated shop steward will be given a copy of each original schedule and any changes upon request.

**14.3 Rest Periods**

Rest periods shall be as follows:

(a) For the table games department, the employees shall receive a paid 15 minute rest period for each 75 minutes of work.

(b) For all other bargaining unit employees:

- employees who work between two and one-half and five hours shall receive 15 minutes in rest period time;
- employees who work more than five hours and less than six hours shall receive 30 minutes in rest period time;
- employees who work six hour shifts shall receive 45 minutes in rest period time;
- employees working shifts of seven or eight hours shall receive 60 minutes in rest period time;
- employees working 10 hour shifts shall receive 75 minutes in rest period time;
- all rest periods will be paid.

(c) Rest period times noted above may be adjusted in length, by mutual agreement between an employee and their supervisor, as long as the total rest period time in a shift does not exceed the rest period time for that shift.

**14.4 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.

**ARTICLE 15 - SHIFT WORK****15.1 Split Shift**

No employees will work split shifts except by mutual agreement between the employee and the Employer.

## 15.2 Scheduling of Shifts

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

The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. Work schedules, both full and part-time, in each classification, shall be included in a shift selection process as set out below in September each year and will be posted in the staff break room at least two weeks prior to the schedule on November 1.

### (b) *Schedule Selection Process*

In each classification, regular employees will select their work schedule, in order of classification seniority in September of each year. During the selection process, an employee may drop one shift within the standard weekly schedule they selected. Dropped shifts will then be offered to employees in order of their classification seniority, beginning with the employee with the greatest classification seniority. Should no regular or casual employee pick up the dropped shift the employee requesting the dropped shift will be required to keep the dropped shift.

- (1) Regular employees shall select their respective schedules, subject to operational requirements, based on classification seniority within each classification. Once the schedule selection process is complete, these schedules shall remain in place from November to November each year.

Schedule selection shall take place on a mutually agreed upon date with a designated manager and the designated shop steward, or their designate, in attendance to witness. Employees must be available and prepared to make their selection on that date. Participation can be in person or by phone, the Employer shall provide access to scheduling options prior to an employee's schedule selection.

- (2) Upon completion of the schedule selection process employees must be available to work all shifts within the work schedule selected.
- (3) Designated days of rest and work schedules that become available will be offered at the next selection process, in order of classification seniority.
- (4) Employees on approved leaves of absence are permitted to participate in the selection process in order of classification seniority. The Employer will attempt to make contact with the employee at least two weeks prior to the scheduled selection date. If the Employer is unable to reach the employee the selection process will continue.
- (5) Regular employees who drop a shift are only eligible to pick up a regular additional shift during the next selection process.

### (c) *Shift Exchange*

Employees may, by mutual agreement, exchange shifts with 48 hours' notice provided that the employees have the ability to perform the work required and that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime or penalties would not have occurred in the first instance. Requests to exchange shifts will be approved by the Employer and will not be unreasonably denied.

### (d) *Maximization of Shifts*

While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, the Employer will undertake to maximize the length of shifts through the workweek before instituting

shifts of lesser duration. Where a shift becomes available that is longer in duration than a scheduled shift, the longer shift will be offered in seniority order in accordance with Clause 15.2(b).

Regular part-time employees may maximize their hours by working additional hours within their own classification. When there are no hours available in their own classification, employees may maximize their hours by working in a different classification, pursuant to Clause 28.1(f), provided they are qualified to do the work.

(e) *Dropped Shifts*

Employees may drop shifts. If there are any dropped shifts occurring after the selection process, it is the employee's responsibility to find a replacement and hand in the signed dropped shift form at least 48 hours before the start of the shift. An employee may drop a maximum of 12 shifts per calendar year. Dropped shifts cannot be carried over. Requests to drop shifts will be approved by the Employer and will not be unreasonably denied.

### 15.3 Changes in Work Schedules

(a) In situations other than emergencies, the scheduled employees are entitled to 24 hours' notice 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 call-in.

(b) In the event an employee is going to be absent from work without prior authorization, the employee must make every effort to notify their supervisor at least three hours before the start of their regularly scheduled shift. Employees may leave a voice message if unable to speak with a supervisor. In the event that an employee is going to be late, they will give as much advance notice as possible.

(c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise the Employer 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 change in their work schedule, and the employee reports for work as scheduled before the change, the employee will be paid two 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 hours pay.

### 15.4 Requested Day Off (RDO)

Each employee may be approved for up to 10 requested days off, unpaid, per calendar year. All such requests must be submitted to a Supervisor in writing on the proper form prior to the posting of the schedule affected and will be approved where operation requirements allow.

Such requests will be approved just prior to the posting of the schedule affected.

RDO's cannot be carried over.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
- (1) the scheduled daily hours per day (eight or 10);
  - (2) the scheduled weekly hours of 40 hours per week.

- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

## **16.2 Overtime Entitlement**

Overtime entitlement shall be calculated in 15 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than eight minutes per day.

## **16.3 Recording of Overtime**

The Employer shall record starting and finishing times for overtime worked.

## **16.4 Sharing of Overtime**

Overtime work shall be allocated equitably within each classification.

## **16.5 Early-out**

- (a) Employees can add their name to the early-out list at any time during their shift. Early-outs will be granted based on the least accrued EO hours within the calendar year.
- (b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the Employer that they request an early-out, the Employer will canvass employees in no particular order to ask for volunteers. The early-out will be granted on a first canvassed, first granted basis.
- (c) Where the Employer determines that the operational requirements can be met with less staff after employees have begun working and no employees or an insufficient number of employees have been asked and accepted to voluntarily leave their shift early, the Employer may require employees to end their shifts, on an equitable basis, in reverse classification seniority. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties. Employees will not be required to leave their shift no less than four hours from the start of their shift.

## **16.6 Overtime Compensation**

Employees requested to work in excess of their normal daily full shift hours as outlined in Clause 14.1 - Normal Straight-Time Hours of Work, shall be paid:

- (a) time and one-half for the first four hours of overtime on a scheduled workday of eight hours or time and one-half for the first two hours of overtime on a scheduled workday of 10 hours; and
- (b) double-time for first two hours worked in excess of the hours referred to in (a) above;
- (c) time and one-half for all hours beyond 40 hours in a workweek.

## **16.7 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during their scheduled hours of work to equalize any overtime worked.

## **16.8 Right to Refuse Overtime**

Employees shall have the right to refuse to work overtime and any hours in excess of their scheduled shift without being subject to discipline. In the event a post would be abandoned by refusal of this overtime, an employee, in order of reverse seniority, will be required to stay for a maximum of one hour overtime.

**16.9 Callback Provisions**

Employees called back to work, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates.

**16.10 Rest Interval**

An employee required to work beyond their completed shift shall be entitled to eight clear hours between the end of the overtime worked and the start of next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**16.11 Overtime for Employees Working Less Than 40 Hours Per Week**

- (a) An employee, scheduled to work a shift less than those of a full-time shift as defined in Clause 14.1 - Normal Straight-Time Hours of Work, shall be paid at straight-time for the hours so worked, up to and including the hours of scheduled shift, eight or 10 hours, needed to make up 40 hours per workweek.
- (b) An employee working less than 40 hours per week, and scheduled for less than five days per week, who is called to work on a scheduled day of rest, shall be paid straight-time for the days so worked up to and including 40 hours per week.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**16.12 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance by the Employer.

Employees working in more than one classification are obligated to inform the Employer and receive approval if they are asked to work hours that would result in overtime.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

The following shall be considered paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Aboriginal Day	Christmas Day
Canada Day	

**17.2 Payment for Paid Holiday**

- (a) Eligible employees will receive an average days' pay, for a paid holiday, whether or not they are scheduled to work on the paid holiday. To be eligible for statutory holiday pay an employee must have:
- been employed for 30 days before the statutory holiday; and
  - worked or earned wages on 15 of the 30 days immediately before the statutory holiday.
- (b) For the purpose of this clause, earned wages will include paid leaves such as vacation, sick leave, union leave, and other leaves with pay covered by this agreement.

- (c) An eligible employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times their normal wage rate for any hours so worked.
- (d) An eligible employee who works in excess of 12 hours on a statutory holiday shall be paid at double-time for all such additional hours worked.
- (e) Paid holidays listed in Article 17 will not be considered as time worked for the calculation of overtime in the pay week where an eligible employee does not work on the paid holiday. The paid holiday will be recognized in accordance with Clause 17.2(a) above.
- (f) Statutory holiday pay will be calculated as the total wages earned in the 30 days before the statutory holiday divided by number of days worked during the 30 days before the statutory holidays including vacation pay and statutory holiday pay.

### **17.3 Statutory Holiday During Eligible Employee's Vacation**

Vacation is considered hours worked and as such, statutory pay will be calculated as per the formula in Clause 17.2(b).

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Vacation Entitlement**

An employee's anniversary date of employment shall determine their annual vacation entitlement and payment.

- (a) Employees who have completed one year of service shall be entitled to two weeks' vacation.
- (b) Employees who have completed three years of service shall be entitled to three weeks' vacation.
- (c) Employees who have completed seven years of service shall be entitled to four weeks' vacation.
- (d) Employees who have completed 10 years of service shall be entitled to five weeks' vacation.

Employees will earn vacation pay as follows:

Start of employment	4.16%
Three Years	6.36%
Seven Years	8.64%
10 Years	11.00%

### **18.2 Annual Vacations and Pay Entitlements**

- (a) Employees are entitled to annual vacation pay, according to their completed years of consecutive service, calculated from their first date of hire.
- (b) Annual vacation pay shall be calculated using the applicable percentage from Clause 18.1 of the employee's gross earnings for the pay period.
- (c) "*Gross earning*" 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.
- (d) Employees shall be paid for their vacation period while they are on vacation as they would be paid while working.

### **18.3 Vacation Scheduling Preference by Seniority**

- (a) Employees shall have preference in respect to scheduling annual vacation days according to their service seniority, if they file applications after November 1 and before November 30 of each year for

vacations to be taken the following vacation year. After December 1 all applications will be treated on a first come first served basis. It is agreed that vacation schedules will be established so there are sufficient employees remaining at SEM in each position to meet the operating requirements of the Casino. The Employer shall respond in writing to vacation requests by December 14. Vacation requests shall not be unreasonably denied. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer; the Employer shall make available an updated vacation time calendar to be visibly posted in each work area. The vacation year shall be from January 1 to December 31.

(b) Where vacation requests are submitted after November 30 to the Employer, the Employer shall respond in writing within two weeks of receiving the request from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. Any changed vacation will not be subject to the mandatory scheduling provisions in 18.3(d) below.

(c) Employees will be permitted to commence a single vacation period in one vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made for the year in which the vacation commences.

(d) All employees are required to schedule a minimum of 10 vacation days per vacation year. Vacation days that are required to be scheduled, and additional vacation days an employee is entitled to take as per (a) above, which remain unscheduled by October 15 of each year, in accordance with (a) above, shall be scheduled by the Employer in consultation with the employee, to be taken prior to February 28. Upon consultation, if the employee refuses to schedule their vacation, the Employer will schedule it for them. Any vacation that is employer scheduled after January 1 will be scheduled after the vacation pick process for that current vacation calendar year.

(e) Vacations will be selected and scheduled each year based on service seniority date.

- Pick 1 regular employees by service seniority may pick a single unbroken block of time.
- Pick 2 regular employees by service seniority may pick the remainder of their eligible vacation time.
- Pick 3 casual employees by seniority may pick their vacation time singularly or consecutively. Each vacation day will be credited against their annual entitlement pursuant to 18.1 above. Vacation days will be counted as days of work for the purpose of Clause 14.1.

#### **18.4 Vacation Carryover**

(a) An employee may carry over up to five days' vacation leave per vacation year provided that such vacation carryover shall not exceed 10 days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days' vacation leave into their first vacation year.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoin, the end of the vacation year shall not be considered as vacation carryover, or as a seniority choice for the subsequent vacation year.

#### **18.5 Callback from Vacation**

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by them, upon submission of receipts, in proceeding to their place of duty and, upon resumption of vacation, in returning to the place from which they were recalled.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Bereavement Leave

- (a) All regular employees suffering a loss of a family member will be eligible for a five day or one day bereavement leave, commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, a five day leave with pay will be granted for the loss of a spouse, parent, guardian, father-in-law, mother-in-law, grandparent, sibling, child or grandchild of an employee or someone living with the employee as a member of the family. It is understood that the employee has the ability to split the five day entitlement between the date of death and the date of the funeral, as long as it is within one year of the date of death. Where out of province travel is required, an employee will receive one additional day without pay of bereavement leave.
- (b) A one day leave with pay will include the loss of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law. Additional time, if needed, shall be granted without pay. Such leave shall not be unreasonably denied.

### 19.2 Family Responsibility Leave

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

### 19.3 Court Attendance

Any employee covered by this agreement who may be required by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal for the Employer, shall be compensated at the same hourly rate as called for in this agreement, without loss of pay as well as reasonable expenses for food and travel.

### 19.4 Jury Duty

Upon providing the Employer with evidence and notice of being summoned to jury duty, an employee shall be granted leave of absence without loss of employer paid wages. The employee shall refund to the Employer the full amount of any payment received from the courts in respect of such jury duty. Upon returning to work from jury duty, an employee shall be returned to their former position and rate of pay.

### 19.5 Educational Leave

Upon the completion of one year of employment an employee may be granted a leave of up to four months, without pay and without loss of seniority, for educational purposes. This leave shall be restricted to the four month maximum once per 12 month period beginning on the first day of the education leave.

The employee agrees to use any unscheduled vacation and banked paid holiday days as part of the education leave.

Such leave request shall not be unreasonably denied.

The Employer reserves the right to request proof of enrolment.

### **19.6 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 clause that the 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. Employees will be eligible to apply for leaves of 14 calendar days or more under this clause after one year of service and for one leave each year thereafter. All employees shall apply in writing to the Designated Manager at least 30 days prior to the commencement of the proposed leave, and such leaves shall not normally exceed three months. The written request for leave must state the exact period of the leave, including the return to work date. Relevant support documents will be provided at the time of the request or as soon as possible thereafter. Such leaves shall not be permitted for the purpose of an employee being employed elsewhere. However, employees may seek expressed permission to access a leave under this clause for employment in the service of the Canadian Armed Forces, and employment in international human service foundations such as non-governmental organizations. No benefits will be paid during unpaid leaves of absence, after the last day of the month in which the leave of absence begins. An employee who wishes to remain covered by the group benefits plan prescribed in this agreement may do so by paying the cost of the premiums, monthly in advance, subject to approval by the carrier of such plan.

Such leaves of absence shall not be unreasonably denied.

(c) Employees agree to incorporate all unscheduled vacation and banked paid holiday days that are banked at the beginning of an approved leave of absence.

(d) Abandonment of position is applicable to those employees who fail to return to work upon completion of their leave.

### **19.7 Compassionate Care Leave**

(a) An employee will be approved for an unpaid leave of absence for up to 27 weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks, as prescribed by the *Employment Standards Act*.

(b) Employees' service while on the above-approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

### **19.8 Election Days**

Where an employee's hours of work prevent them from having three consecutive voting hours as required by federal, provincial or municipal legislation, the Employer shall allow the time for voting that is necessary so as to provide those three consecutive paid hours. Where an employee has three consecutive hours that fall within the voting hours but fall outside their work hours there is no obligation to provide paid time off work.

### **19.9 Special Leave**

Where leave from work is required, a regular employee shall be entitled to special leave without pay for the following:

- (a) marriage of the employee - two days;
- (b) moving household furniture and effects - one day;
- (c) attend their formal hearing to become a Canadian citizen - one day;
- (d) in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent, and, after notifying their supervisor - two days per calendar year.

A minimum of two weeks' notice shall be given by the employee requesting special leave under (a), (b) or (c) above.

Such leave shall be granted first from the employee's banked paid holiday days should days be available.

### **19.10 Leave Requests**

The Employer shall respond in writing within five calendar days of receiving any leave requests. Leaves once approved by the Employer shall not be changed except by mutual agreement between the employee and the Employer.

### **19.11 Domestic Violence Leave**

- (a) An employee entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.
- (b) An employee is only entitled to a leave of absence under Clause 19.11(a) if the employee uses the leave of absence for one or more of the following purposes:
  - (1) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or
  - (2) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or
  - (3) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or
  - (4) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
  - (5) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal, or administrative proceeding related to or resulting from the violence.
- (c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (d) The first five days of leave taken under Clause 19.11 - Domestic Violence Leave is paid leave. Leave taken under Clause 19.11 - Domestic Violence Leave beyond five days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 19.11 - Domestic Violence Leave shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

#### **ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least 30 days' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four weeks' notice of such change unless there is a valid reason why notice cannot be given.

##### **20.1 Maternity Leave**

- (a) The employee shall be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for a shorter period as per 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform duties for the Employer.
- (f) Maternity leave may be extended for health reasons relating to the birth or the termination of the pregnancy where a qualified medical practitioner's certificate is presented.
- (g) Should the leave entitlement change in (a) above, the longer term shall apply.
- (h) All leave taken under this article shall be without pay.
- (i) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

##### **20.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:

- (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 20;
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child;
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological or emotional condition, the employee may be entitled to additional leave. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.
  - (d) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.
  - (e) Should the leave entitlement change above, the longer term shall apply.
  - (f) All leave taken under this article shall be without pay.
  - (g) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

### **20.3 Sick Leave Credits**

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Statutory Compliance**

The Employer agrees to provide and maintain reasonable standards of health and safety in the workplace, including satisfactory air quality and shall comply with all applicable provincial and municipal health and safety legislation and regulations. Employee concerns or recommendations shall be brought to the attention of any Occupational Health and Safety Committee member. Employees may submit their concerns by email to the Employer provided email address at any time. Such emails will be shared with each committee member for review.

### **21.2 Occupational Health and Safety Committee**

- (a) An occupational health and safety committee shall be established which is composed of up to eight members of which up to five will be comprised of management and non-bargaining unit members appointed by the Employer and three of the members shall be appointed by the Union, in accordance with statute.

- (b) Meetings will occur on a monthly basis and will be scheduled for a minimum of two hours. The Union and the Employer both will appoint two alternates. Union appointees to the Committee will be for a three year term. Either party, with agreement of the other, may invite guests whose participation would be deemed an asset to the Committee.
- (c) The members of the Occupational Health and Safety Committee shall select two co-chairpersons as follows: one from the employer appointed members and one from the union appointed members. The employer co-chairperson will be responsible for ensuring the attendance of the regular members or in their absence, the alternates. Likewise, the union co-chairperson will be responsible for ensuring the attendance of the regular members or in their absence, the alternates.
- (d) A copy of the monthly Occupational Health and Safety Committee meeting minutes will be posted and sent to the Union within seven calendar days of the meeting occurring.
- (e) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (f) Time spent outside regularly scheduled working hours by an employee covered by this agreement, in the course of their duties as a committee member, shall be paid at the employee's regular rate of pay.

### **21.3 First Aid Attendant**

Employees who take time off at the direction of the Employer to take a recognized Occupational First Aid Program shall do so with pay, and shall be compensated for mileage when using their personal vehicle for travel outside their normal travel to SEM. The cost of the course and course materials shall be borne by the Employer.

The responsibility of first aid attendants designated by the Employer shall be in accordance with the Workers' Compensation BC First Aid Regulations.

Employees assigned by the Employer to fulfill first aid responsibilities for patrons of the Employer shall be so designated by the Employer.

### **21.4 Emergency Protocols**

Emergency protocols, shall be made known to all employees and available to employees within their respective departments and all break rooms.

### **21.5 Workplace Violence**

- (a) It is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse from customers.
- (b) Where such potential exists:
- (1) employees must immediately notify their supervisor of potential situations to ensure the situation does not escalate;
  - (2) employees in those work situations shall receive training in the recognition and management of such incidents; and
  - (3) applicable physical and procedural measures to protect employees shall be implemented.
- (c) Employees shall be informed by the Employer of the potential for physical violence or verbal abuse from a customer.

- (d) Immediate critical incident stress debriefing and, where appropriate, post traumatic counselling shall be made available for employees who have suffered work related physical violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.
- (e) Employees shall be informed concerning the potential for violence or verbal abuse from clients or members of the public.

## **21.6 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

## **ARTICLE 22 - DISCRIMINATION, HARASSMENT AND BULLYING**

The Employer, employees and the Union subscribe to the principles of the British Columbia *Human Rights Code* to ensure a workplace free from discrimination on the basis of race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age or because that person has been convicted or reconvicted of a criminal offence that is unrelated to the employment of the employee.

### **22.1 Harassment**

#### *(a) Harassment and Discrimination*

- (1) The Employer and the Union recognize the right of employees to work in an environment free from harassment and discrimination and agree that employees who engage in harassment and discrimination may be disciplined.
- (2) Harassment or discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person, serves no legitimate work purpose, and may be discriminatory in nature, based on the prohibitive grounds above. Such behavior could include, but is not limited to:
  - (i) physical threats or intimidation;
  - (ii) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (iii) distribution or display of offensive pictures or materials;
  - (iv) bullying.
- (3) To constitute harassment or discrimination, behaviour may be repeated or persistent or may be a single incident.
- (4) Harassment or discrimination does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

#### *(b) Sexual Harassment*

- (1) The Union and the Employer recognize the rights of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (2) Sexual harassment means sexually oriented verbal, written or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all

surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (i) touching, patting or other physical contact;
- (ii) leering; staring or the making of sexual gestures;
- (iii) demands for sexual favours;
- (iv) verbal abuse or threats;
- (v) unwanted sexual invitations;
- (vi) physical assault of a sexual nature;
- (vii) distribution or display of sexual or offensive pictures or material;
- (viii) unwanted questions or comments of a sexual nature;
- (ix) practical jokes of a sexual nature.

(3) To constitute sexual harassment behaviour may be repeated or persistent or may be a single incident.

(4) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

(5) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

(c) *Informal Complaint Procedure*

Before proceeding to the formal complaint procedure, an employee who believes they have a complaint of harassment may approach a Supervisor or Human Resources personnel to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

Notwithstanding the informal complaint procedure, Human Resources may follow-up with the complainant at a later date regarding the status of their complaint.

(d) *Voluntary HR Mediation*

At any time during the investigation process, the parties may agree to try and resolve the complaint through mediation. The Director of Human Resources will appoint a Human Resources staff member other than the investigator to conduct the voluntary mediation, or may choose to appoint an external mediator. If the matter is resolved to the complainant's satisfaction the complaint is deemed to be resolved.

(e) *Formal Complaint Procedure*

In the case of a complaint of either harassment, discrimination or sexual harassment, the following shall apply:

(1) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or discrimination may submit a complaint in writing within six months of the latest alleged occurrence directly to the Director of Human Resources. This complaint should include a description of what happened, when it happened including dates and times of the events or incidents and who else was present, if anyone. Where the complaint is against the Director of Human Resources, it shall be submitted to the CEO or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (2) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented by a steward at any meeting.
- (3) A Human Resources staff member trained in conducting investigations shall investigate the complaint and shall submit their report to the CEO in writing in a timely manner in light of the complexity of the complaint and will usually conclude within 60 days of the commencement of the investigation. The CEO shall, within 10 days of receipt of the report, give such orders as may be necessary to resolve the issue. The union staff representative, the complainant, and the respondent shall be apprised of the CEO's resolution.
- (4) Where both the complainant and the respondent, are members of the Union, each shall be given the option of having a steward present at any meeting held pursuant to the above investigation. A single shop steward shall not represent both employees.
- (5) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.
- (6) In cases where harassment may result in the transfer of an employee to another job within St. Eugene or to another shift, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.
- (7) Human Resources staff will determine, based on the circumstances of the particular case, whether it's appropriate to place one or both of the parties on paid leave pending the investigation completion and resolution of the complaint.
- (8) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Director of Human Resources response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment, discrimination or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved the adjudicator shall have the right to:
  - (i) dismiss the complaint; or
  - (ii) determine the appropriate level of discipline to be applied to the harasser;
  - (iii) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (9) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (10) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (11) This clause does not preclude an employee from filing a complaint under the BC *Human Rights Code*. A complaint of harassment, discrimination or sexual harassment shall not form the basis of a grievance.
- (12) Complaints under this article shall be treated in strict confidence by all parties involved.

## 22.2 Abusive Patrons

The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening or violent. The Employer understands the need to remove patrons from the Casino who behave in an unacceptable abusive, threatening or violent fashion. For its

part the Union understands that perceptions of patron behaviour can differ and that employees' behaviour can contribute either directly or indirectly to the problem.

## **ARTICLE 23 - CONTRACTING OUT**

### **23.1 Contracted Services**

The Employer will not contract out any work performed by employees in the bargaining unit that results in the layoff of any bargaining unit employee. The provisions of this article shall be subject to the Employer's obligation to comply with requirement of the British Columbia Lottery Corporation, or any other legislation, policies, directives or regulations of any level of government which apply to the operation of the business.

## **ARTICLE 24 - HEALTH AND WELFARE**

### **24.1 Change in Carrier**

It is understood that the Employer may at any time substitute another carrier for any plan provided the health, dental and life insurance benefits conferred by this collective agreement are comparable. Before substituting a carrier, the Employer will advise the Union of its intent to change carriers. If there is a dispute over whether the new plan is comparable, that dispute shall be resolved in an expedited manner before the carrier is changed.

### **24.2 Employer Responsibilities**

It is understood that the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between the employee and the insurer. The Employer's responsibilities are fulfilled by arranging the purchase of the benefits as outlined in this agreement.

### **24.3 Employee Responsibilities**

The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue and for benefit recovery.

### **24.4 Benefit Entitlement**

(a) In order to be eligible for benefits under the agreement for the group benefit plan, employees must have worked at least an average of 28 hours per week consistently during the six month period prior to requesting to join the group benefit plan. With the exception of Short-Term Disability and Long-Term Disability Plan coverage, premiums for the health and welfare benefit plans set out below are 100% paid by the Employer.

(b) Eligible employees shall pay 100% of the premiums for Short-Term Disability and Long-Term Disability Plan coverage. The Employer's sole obligation is to arrange for such plans to be in place.

### **24.5 Ongoing Eligibility for Benefit Entitlement**

To determine ongoing eligibility, the Employer will conduct bimonthly reviews of the hours worked versus eligibility requirements for employees on the group benefits plan. If an employee's weekly average hours of work fall below 28, the employee will be issued a letter advising them of this. If on the next bi-monthly review the employee's hours are still below the required hours, benefits will cease on the last day of the month.

If the employee's weekly average hours meet the 28 hour threshold at the next review, the employee will be placed back on benefits.

#### **24.6 Benefit Plan**

The Employer agrees to arrange for a Group Life, Prescription Drug and Health and Dental insured plans that will provide the following benefits for eligible employees and their spouse and/or eligible dependants. It is understood that those benefits have many components that extend coverage to a wide variety of health care providers and services. There may be co-insurances, deductibles, maximums and limitations that apply to specific components of the coverage.

The best information about the benefit plans is in benefits booklets that are available from Human Resources. Key provisions of the plans include:

(a) *Life*

- (1) Basic Life Insurance of 3X of the employees' annual base wages
- (2) Dependant Life Insurance: \$10,000 spouse and \$5,000 child

(b) *Prescription Drug and Health*

- (1) Extended Health, including prescription drugs and out of province emergency coverage.

(c) *Dental Care Benefits*

- (1) Basic and Supplementary Services - 100% subject to annual maximums  
Dentures and Major Restorative Services - 50% subject to annual maximums
- (2) Orthodontics for children at 50% subject lifetime maximums

#### **24.7 Benefits Continuation**

Benefits will cease on the last day of the month following the commencement of family responsibility leave in excess of five days per Clause 19.2(a), education leave and personal leave unless the employee opts to maintain benefits and pay the premiums, including any increases determined by the carrier during the term of the leave. Benefits will continue in the case of maternity, parental, medical and union leaves.

#### **24.8 Sick Leave**

- (a) All employees who are enrolled in St. Eugene Golf Resort Casino's Benefit Plan are eligible for up to 10 sick days (shifts) per calendar year after six months of service paid at 100% of the daily wage for absence due to personal illness or injury incurred by the employee or an immediate family member. Sick days cover actual shift length in straight-time.

Employees who are not enrolled in the St. Eugene Golf Resort Casino's Benefit Plan are eligible on the third scheduled workday missed for up to 10 sick days (shifts) per calendar year after six months of service paid at 100% of the daily wage for absences on regularly scheduled days.

Any partial sick days (shifts) i.e. leaving early will be counted as a sick day and the employee will be paid only for the hours not worked.

Sick pay will not be paid for illness or injury that occurs during an employee's vacation, statutory holiday or leave of absence.

Sick leave entitlement does not accumulate from year to year.

Employees must obtain a "Sick Pay Form" from their manager or supervisor, which must be completed and authorized by their manager/supervisor. These completed forms are forwarded by management to Human Resources/Payroll for processing.

Sick pay is not an automatic entitlement, the Employer may require that employees prove, with medical documentation, illness in order to be entitled to this sick leave benefit.

(b) All employees on benefits who are eligible for paid sick days, within a calendar year, have the ability of opting for a payout of up to five unused sick days as of December 31 of each year of the collective agreement.

All employees who are not eligible for benefits and have accepted a scheduled shift package, who are absent five or less times for sick days, have the ability of opting for a payout of up to two paid sick days as of December 31 of each year of the collective agreement or at time of layoff, for those affected by the hotel seasonal closure.

#### **24.9 Short-Term Disability**

The Employer agrees to provide an employee paid Short-Term Disability Plan for employees who meet the entitlement requirements as per Article 24. The Short-Term Disability Plan shall provide for coverage as follows:

- 70% of weekly earnings to a maximum of \$1,000 per week;
- accident coverage is immediate;
- illness coverage begins after seven days of own occupation disability;
- 26 week maximum coverage.

The Plan will incorporate 100% of eligible members.

Article 24.4 applies to this Plan.

#### **24.10 Long-Term Disability**

(a) The Employer agrees to provide an employee paid Long-Term Disability Plan for all employees who meet the eligibility requirements in Article 24 - Health and Welfare. The Long-Term Disability Plan shall provide for coverage as follows:

- 66 2/3% of gross pay to a maximum of \$5,000 per month;
- disability coverage begins after 180 days.

(b) The Plan will incorporate 100% of eligible members.

(c) Article 24.4 applies to this Plan.

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

(a) Where a regular employee intends to return to work following an absence due to illness or injury of more than five days the employee is entitled to reinstatement in their former position provided:

- (1) the regular employee is fit to perform the duties of that position; and
- (2) the regular employee gives prior written notice to the Employer of the intention to return to work. Such notice shall be given at least 48 hours in advance of the intended return to work date. Where the regular employee has been absent for in excess of one week the period of notice shall increase by 24 hours for every week of absence to a maximum of two weeks or the expiry of the existing posted schedule. Until the first opportunity to return to their schedule, regular employees will be placed on the casual list to cover vacant shifts in their classification.

(b) In the event that the returning regular employee cannot fulfil the duties of their classification due to the illness or injury as a result of a disability on the part of that employee, as defined under the

*Human Rights Code*, the Employer and Union shall both have a duty to attempt to accommodate the employee, as required by the *Human Rights Code*.

(c) Prior to reinstating an employee under this clause, the Employer is entitled to require proof of the employee's fitness to resume their duties, as follows:

(1) absence of five days or less: no note or medical certificate required unless specifically requested by the Employer;

(2) should a medical certificate be specifically requested as referenced in (1) above it shall be at the Employer's expense up to the amount outlined in the Doctors of BC Fee Guide;

(3) absence of six to 14 consecutive days: a medical certificate, at the Employer's expense up to the amount outlined in the Doctors of BC Fee Guide, that outlines the abilities, restrictions and limitations from the employee's medical doctor certifying that the employee is able to return to work or a note of clearance with no restrictions;

(4) absence of 15 or more consecutive days or an aggregate total of 20 or more days in any three month period: a medical certificate from a physician, at the Employer's expense up to the amount outlined in the Doctors of BC Fee Guide, or from the Workers' Compensation Board, certifying that the employee is able to resume the performance of their duties. The employee shall cooperate fully with a request to undertake any reasonable examination requested by such physician. If the certificate requested under this clause has not been received prior to the requested reinstatement date of the employee, through no fault on the part of the employee, and the report subsequently substantiates that the employee was fit to return to their duties, the employee shall be compensated for all lost wages for the time lost commencing from the date the employee's requested reinstatement indicates or confirms that the employee was fit to carry out their duties. The Employer has the option of allowing the employee to return to work pending the receipt of the medical certificate referred to above.

(d) For the purpose of this provision "*duties*" shall be defined as the duties performed by the employee prior to the illness or injury including but not limited to: the same shift if it still exists or a shift with an effort to maintain the same days of rest, the same hours and the same classification.

(e) The Employer is not bound to accept a report it has reason to believe is flawed or based on factual misunderstanding or misstatement and the Union is not bound to accept a decision made by the Employer based on a physician's certificate or report. The correctness of any decision hereunder is subject to the grievance and arbitration procedure under this agreement.

(f) Where the Employer requires a medical certificate over and above any reasons noted in (c) above, the Employer agrees to pay the entire cost of the certification.

## **ARTICLE 25 - WORK CLOTHING**

### **25.1 Uniforms**

Where the Employer requires uniforms to be worn, such uniforms will be supplied to the employee at no cost. Lost articles will be replaced at the expense of the employee. Uniforms will be repaired or replaced when no longer serviceable at no cost to the employee. Uniforms which are "*dry clean*" only will be dry cleaned at the Employer's expense. The Employer will provide a secure locking system for employee uniforms.

**25.2 Personal Effects**

The Employer agrees to provide an adequate lunch room, and facilities to secure employee's personal effects while they are at work.

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES****26.1 Paydays**

Employees will be paid every second Friday. Payment shall include all wages earned and any approved vacation leave taken during the pay period.

**26.2 Work in Two Jobs**

An employee who is scheduled or assigned to perform work in a higher rated job shall receive the higher rate while performing work in that job and for all hours scheduled in the higher rated job unless the employee goes home early through no fault of the Employer. An employee who is required, during a shift, to work in a lower rated job rate shall be paid at their scheduled job rate while performing that lower rated job, but if the employee requests work in a lower rated job, the employee shall be paid at the rate for that job.

**26.3 Payment of Wages upon Termination, Layoff or Resignation**

An employee must be paid in full within 48 hours of being terminated or laid off, excluding Saturdays, Sundays and holidays. If an employee resigns, they must be paid in full within six days.

**26.4 Group RRSP Plan**

The Employer will continue to provide a voluntary Group RRSP Plan to assist with retention and provide assistance for future retirement of employees.

The Employer will contribute to the Group RRSP Plan on a basis that matches the eligible employee's (as per Clause 23.4) contribution up to 2% of their gross earnings. Employees may, at their discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested according to the terms of the Group RRSP/DPSP Plan.

**ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION****27.1 New Jobs**

If the Employer establishes a new job in the bargaining unit which is not included in Appendix A of the agreement, the Employer will discuss the new position and the wage rate for the position with the Union. If the parties are unable to agree on a wage rate for the position the Union will have the right to grieve the rate and refer the matter to arbitration. In the interim the rate established by the Employer will apply and any change resulting from the Arbitrator's decision will be retroactive to the start date.

**ARTICLE 28 - CASUAL EMPLOYEES****28.1 Call-in Procedure for Casual Employees**

(a) Casual employees shall be available for work as follows:

(1) Casual employees will submit their days and hours of availability prior to the commencement of employment. For the Casino such availability will be at least two shifts of each Friday, Saturday or Sunday, and one must include one late night shift. For housekeeping such

availability will be at least two shifts of each Sunday, Monday and Tuesday. Changes in availability are not permitted during the probationary period.

(2) Casual employees must give a minimum of one months' notice when changing their availability unless mutually agreed upon and is subject to 28.1(a). A change in availability will not permit a casual employee to displace another employee from a shift that has already been assigned.

(3) Notwithstanding (a)(1) and (a)(2) above, a casual employee who is or becomes a student in a bona fide educational course or program, shall have, while enrolled in the course or program, the ability to temporarily adjust their dates of availability until completion of the course or program. The Employer may require proof of enrolment.

(b) The availability form will include classifications for which an employee is coded, a maximum of two contact numbers, the employee's signature and the Employer's signature along with the date on which the form was received.

(c) The Employer is not obligated to call the employee for shifts or assign those shifts for which the employee has indicated unavailability for.

(d) If a probationary or a casual employee is not available to work if called for work on nine occasions for available shifts for days on which availability was given in any continuous 120 day period, they will be deemed to have resigned. Subject to 28.1(a) employees will have the ability to limit the amount of shifts they work per week on the "*Availability Form*".

(e) Employees must work at least one shift in a six month period not including a layoff period, in each classification they are coded for in order to remain on the casual list as a coded employee in that classification.

(f) Coded regular part-time and casual employees shall be offered additional work by classification seniority in the following order:

(1) part-time employees within the classification who have not maximized their hours in accordance with Clause 15.2(d) - Maximization of Shifts;

(2) casual employees within the classification;

(3) qualified coded employees in other classifications.

(g) All calls shall be recorded in a logbook. The logbook shall show:

(1) the shift(s) to be filled;

(2) the name of the employee called and phone numbers used;

(3) date and time of call(s);

(4) the final outcome of the call(s) whether the casual shift was accepted or refused;

(5) any reason given, if voluntarily provided by the employee;

(6) signature of the caller.

(h) The procedure for calling employees to work shall be as follows:

(1) If an answering machine or pager is reached the caller will leave a message, wait three minutes, and then proceed to the next available employee in order of classification seniority.

(2) If a busy signal is encountered, the caller shall wait three minutes and call again. If the person cannot be reached after the second call attempt, the caller will proceed to the next available employee, in order of classification seniority.

- (3) When the employee is reached, they may accept or decline the shift. Whether the employee has accepted or declined will be recorded in the logbook.
  - (4) If no direct contact is made with the employee, the logbook shall show no response.
  - (5) In the event of a dispute, the Union shall have access to the logbook and will be provided with copies upon request.
- (i) Where a probationary or casual employee is on an employer approved leave, the Employer will not call the employee for available work until the leave has ended. Probationary or casual employees who decline work in the following circumstances will not have the decline counted as an occurrence for the purpose of (d) above.
- (1) Illness or injury (proof of illness or injury may be required if the absence is greater than five days or where it appears that a pattern of consistent or frequent unavailability is developing);
  - (2) illness or injury of a dependent child or spouse of an employee (proof of illness or injury may be required if a pattern of consistent unavailability is developing);
  - (3) medical or dental appointments (proof of appointment may be required if a pattern of consistent unavailability is developing).

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Employee Attendance at Staff Meetings**

- (a) Where an employee is directed 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 directed 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 a regularly scheduled shift of either 10 hours in a day or more than 40 hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

### **29.2 Gaming Policy Enforcement Branch (GPEB) Tag Renewal**

- (a) The cost of renewing GPEB tags will be paid by the Employer.
- (b) If the Employer is responsible for the delay in renewing GPEB tags, the Employer shall pay for employee's missed shifts.

### **29.3 Substance Abuse**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

All instances of substance abuse will be handled in accordance with Employer policy. Employer policy shall include a form of intervention information as provided by the Employee Family Assistance Program in order to assist employees (who declares such disability) with the illness. All provisions found within the collective agreement that relate to non-industrial illness and injury shall apply.

## 29.4 Signing of Documents

All documents presented to employees, including payroll and union dues deductions, must be signed.

Notwithstanding Clause 10.4, it is understood that the signing of documents by employees, other than payroll and union dues deductions, is only to acknowledge that they have been notified accordingly.

The Employer will notify an employee if any non-administrative document is to be placed in their personnel file and such document will be made available to the employee upon request.

## ARTICLE 30 - INDEMNITY

(a) The Employer shall indemnify employees from any damages, judgments, legal fees, disbursements and court costs which result from any civil or criminal action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the proper performance of their duties, including a duty imposed by any statute or regulation. If an action is launched or proceedings take place this indemnification shall include the paying of any sum required in the settlement of such action or proceeding.

(b) Subsection (a) does not apply where:

(1) an employee has, in relation to the conduct that is the subject matter of the action or proceeding, been found liable for or guilty of criminal activity, proven dishonesty, gross negligence, fraud, malicious or wilful misconduct;

(2) the defence of the action or proceeding is covered by an applicable insurance policy.

(c) In accordance with this article, the Employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits. At the option of the Employer, the Employer may provide for legal services in the defence of legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of legal counsel by an employee.

(d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(e) The provisions of this article shall be binding upon the Employer on the condition that employees shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them and such notice must be provided to the Employer in circumstances including, but not limited to, the following:

(1) when the employee is first approached by any person or organization notifying them of intended legal action against them;

(2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

(4) when information first becomes known to the employee in the light of which the employee should reasonably expect that they might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

**ARTICLE 31 - TERM OF AGREEMENT****31.1 Duration**

(a) The duration of this agreement shall be for a two year period from November 1, 2020, ending on October 31, 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:

- (1) the parties enter into a new or further agreement;
- (2) the Union commences a legal strike; or
- (3) the Employer commences a legal lockout; or

(c) during the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this agreement.

**31.2 Labour Relations Code - Sections 50(2) and 50(3) Excluded**

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

**31.3 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.

**31.4 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of the agreement.

**31.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**31.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect November 1, 2020.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:  
*Stephanie Smith*  
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Stephanie Smith  
President

DocuSigned by:  
*Gord Cumming*  
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Gordon Cumming  
Human Resources Manager

DocuSigned by:  
*Bonnie Lennox*  
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Bonnie Lennox  
Bargaining Committee Chairperson

DocuSigned by:  
*Kevin Woolliams*  
9717A9DA4ED24FE

Kevin Woolliams  
Labour Relations Consultant

DocuSigned by:  
*Sarah Maglio*  
B74FAE597A81402...

Sarah Maglio  
Staff Representative

Dated: February 14, 2022

**APPENDIX A  
Wage Rates**

<b>Classification</b>	<b>Current</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>
Cashier	\$14.60	\$15.20	\$15.20	\$15.50
Dealer	\$14.60	\$15.20	\$15.20	\$15.50
Slot Attendant	\$14.60	\$15.20	\$15.20	\$15.50
Guest Services	\$16.45	\$16.61	\$17.11	\$17.46
Houseperson	\$16.45	\$16.61	\$17.11	\$17.46
Security	\$17.15	\$17.32	\$17.84	\$18.20
Front Desk Clerk	\$16.45	\$16.61	\$17.11	\$17.46
Housekeeper	\$16.45	\$16.61	\$17.11	\$17.46
Relief Cage Supervisor	\$21.00	\$21.21	\$21.85	\$22.28
Relief Dealer Supervisor	\$16.50	\$16.67	\$17.16	\$17.51
Relief Housekeeping Supervisor	\$17.70	\$17.88	\$18.41	\$18.78
Relief GSA Supervisor	\$17.70	\$17.88	\$18.41	\$18.78
Relief Security Supervisor	\$17.95	\$18.13	\$18.67	\$19.05

Graveyard shift premium of \$1 per hour will be paid for all hours worked on an employee's shift should the majority of hours worked be after midnight.

Housepersons with a Class 4 License will be paid a premium of 75¢ per hour.

Note: Overscale employees will remain at their current rate of pay until they match the new rates.

**MEMORANDUM OF AGREEMENT 3  
Uniforms**

The parties agree to review the existing employer dress code policy in accordance with Article 7 - Employer/Union Relations, to determine if modifications or changes are necessary concerning issues around employee allergies and seasonal changes.

Employees who are expected to wear anti-slip shoes shall be entitled to \$70 reimbursement upon submission of receipt once per calendar year, for such footwear, by the Employer.

**LETTER OF UNDERSTANDING 1  
Game Training**

Notwithstanding the provisions found in Article 12 - Job Postings, employees shall have the option, based on operational needs, of switching shifts or reducing hours in order to accommodate training and to ensure that the employee gets adequate rest, in accordance with Article 14 - Hours of Work. The Employer shall not unreasonably deny such requests. This time shall not be calculated as a shift change pursuant to Article 15 - Shift Work or a RDO (requested day off).

**LETTER OF UNDERSTANDING 2**  
**Probationary Guidelines**

Pursuant to Article 11.6(b), upon mutual agreement between the Employer and the Union, probationary period may be extended up to maximum of three months if the employee has not worked a minimum of 100 hours during the six month period.

**LETTER OF UNDERSTANDING 3**  
**Work Availability**

Pursuant to Article 28.1(d) and subject to availability, casual employees are expected to be available for call-in work between the hours of 4:00 a.m. and 6:00 a.m. for houseperson 8:00 a.m. and 11:00 a.m. for day shifts and 2:00 p.m. to 5:00 p.m. for afternoon and evening shifts each calendar day. If the employee cannot be reached during these times, it will count as a refusal. Calls outside of this period will not count as a refusal.