

**COLLECTIVE AGREEMENT**

**between the**

**GREAT CANADIAN CASINOS INC.  
(ELEMENTS CASINO VICTORIA) - SECURITY**

**and the**

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

**Effective from March 29, 2021 to February 26, 2024**

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**DEFINITIONS**

- (1) "Agreement" - means this collective agreement.
- (2) "Employee" - means an employee of the Employer included in the bargaining unit.
- (3) "Employer" - means Great Canadian Casinos at Elements Casino Victoria.
- (4) "Regular employee (benefit eligible)" - means an employee who has passed the probationary period and works an average of at least 24 hours per week. Eligibility will be reviewed every six months and based on the previous six months average hours worked. For the purpose of implementation, the six-month period will be the six-month period immediately prior to the date of ratification.
- (5) "Regular part-time employee (not benefit eligible)" - means an employee who has passed the probationary period and generally works less than 24 hours per week.
- (6) "Probationary employee (not benefit eligible)":
  - (a) Newly hired or rehired regular and casual on call employees will be subject to a probationary period of 650 hours or five months worked, whichever is greater, to assess performance and suitability with the Employer, starting upon hire date. During the probationary period and until a probationary employee shall obtain seniority status, the employee's name shall not appear on any seniority list, nor shall there be any obligation on the Employer to retain the services of the employee if they are laid off or discharged during the probationary period. Classroom training hours will not count towards the total probation hours a probationary employee accumulates.
  - (b) The Employer may discharge an employee on probation at any time during the probationary period in its discretion for any reason including suitability provided it is not arbitrary or discriminatory pursuant to the *Human Rights Code* or in bad faith.
- (7) "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.
- (8) "Spouse" - includes common-law individuals who have resided together for more than one year.
- (9) "Day of rest" - means a day other than a paid 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.
- (10) "Layoff" - means the loss of hours due to a shortage of work, reorganization, closure or other material change in the organization.
- (11) "Leave of absence with pay" - means to be absent from duty with permission and with pay.
- (12) "Leave of absence without pay" - means to be absent from duty with permission but without pay.
- (13) "Normal days pay" - means average day's pay as defined and described in the *Employment Standards Act*
- (14) "Shift" - means a period of scheduled straight-time working hours on a scheduled workday.
- (15) "Union" - means the B.C. General Employees' Union (BCGEU).
- (16) "Work or worked" - (except for probationary employees), means paid hours of work, forced early out and leaves where compensation is paid by the Employer pursuant to this agreement (such as bereavement leave, vacations, WCB, sick leave and paid holidays).

## **ARTICLE 1 - INTRODUCTION**

### **1.1 Purpose**

The purpose of the collective agreement is to establish respectful and mutually beneficial relationships with the Employer, the Union, and the employees and set forth certain terms and conditions of employment which have been reached through collective bargaining.

Further, the purpose of this agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 7 (Grievance Procedure), to prevent strikes, lockouts, slowdowns or other interference with work, unnecessary expense and avoidable delays in carrying out the most efficient and effective operations of the Employer's business.

The parties recognize that guest satisfaction with the Employer and its employees is of paramount importance to the success of the business, and as such, the parties share a commitment to maintain and continue to enhance and improve the exceptional quality of services provided by Elements Casino Victoria to its guests.

## **ARTICLE 2 - DISCRIMINATION, HARASSMENT AND BULLYING**

The Employer and the Union recognize the right that every employee is entitled to a work environment that is free from discrimination, harassment and bullying. The Employer and the Union also recognize the principles of the British Columbia *Human Rights Code* which prohibits discrimination and harassment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person ("*Prohibited Grounds*").

The Employer has a policy with respect to discrimination, harassment and bullying in the workplace which shall continue to apply, subject to the procedures as outlined in this article.

Discrimination includes refusing to employ or continuing to employ, or discriminating against a person, regarding employment or any term or condition of employment, based on a Prohibited Ground.

Harassment is defined as conduct or comment which is known or ought reasonably to be known as objectionable or unwelcome, that serves no legitimate work-related purpose, and can be based on a Prohibited Ground, and which also has one or more of the following attributes:

- (a) it detrimentally affects an employee in the work environment, or;
- (b) it has adverse job-related consequences such as reduced job security, or a negative impact on career advancement.

Harassment does not include any reasonable action taken by an employer or supervisor relating to the management, direction, and discipline of workers at the place of employment.

Bullying behaviour is defined as persistent, unwanted, offensive, humiliating, or intimidating behaviour (verbal comments actions or gestures) that affects an employee's self-confidence, dignity or psychological or physical integrity, and which results in a harmful work environment. Bullying tends to be a large number of incidents over a long period of time, but a single serious incident of such behaviour may also constitute bullying. Minor verbal disagreements, personality differences and consensual workplace banter, do not normally constitute bullying as defined in the policy or at law. Bullying excludes any

reasonable action taken by an employer or supervisor relating to the management, direction and discipline of workers at the place of employment.

An employee may submit a complaint of discrimination, harassment and/or bullying in writing to the employee's manager, as soon as practicable. No complaint shall be filed if it is submitted more than six months after the incident occurred. If the complaint is against the employee's manager, it shall be submitted directly to the Director, Human Resources or designate. Upon receipt of the complaint, the employer's designate will notify the union staff representative.

The Employer designate will review the complaint and determine if it discloses a prima facie violation of the policy. If so, the Employer designate, which may include a third party at the Employer's discretion, shall investigate the complaint and submit their written report to the Director, Human Resources or designate as soon as practicable.

Within 14 days of receipt of the report, the Director, Human Resources, or designate, will give such orders or takes such steps as necessary to resolve the complaint. Such steps may include meeting with the complainant and respondent, informal mediation, or the imposition of discipline up to and including discharge from employment. The complainant or respondent, (provided the respondent is a member of the Union) will be entitled to have a shop steward present at any such meeting. Confidentiality forms will be signed by all participants prior to the meeting and any confidentiality breach will result in discipline, up to and including termination of employment for cause.

Where the complainant and respondent, (provided the respondent is a member of the Union) is not satisfied with the Director, Human Resources or designate's response, resolution or discipline imposed, the parties will, within 30 days, refer the complaint to a mutually agreed upon independent adjudicator with appropriate expertise. Payment will be shared equally by both parties. The adjudicator will work to achieve a mutually acceptable resolution. Where a resolution is not achieved, the adjudicator shall have the right to:

- (a) Dismiss the complaint;
- (b) Determine the appropriate level of discipline; and/or
- (c) Make further recommendations as necessary to provide a final and conclusive settlement of the complaint.

The adjudicator's decision shall be final and neither party shall have the right to appeal or grieve the adjudicator's decision.

Where the complaint is determined to be frivolous, vexatious, or vindictive in nature, the Employer may take appropriate disciplinary action against the complainant up to and including discharge from employment. The adjudicator's decision is final and binding on all parties and cannot be appeal nor pursued in arbitration or any other appeal avenue.

A complaint of discrimination, harassment or bullying shall not be grieved. The procedure set out herein shall be used exclusively to resolve all disputes.

Complaints under this article shall be treated in strict confidence and shall be disclosed only as necessary to investigate and resolve such complaints. Any breaches of confidentiality under this article will result in discipline, up to and including discharge of employment.



**ARTICLE 3 - UNION RECOGNITION AND RIGHTS****3.1 Shop Stewards**

- (a) The Employer recognizes the Union's right to select shop stewards to represent bargaining unit employees. The number of shop stewards is five. However, the parties agree that the Union/Management Committee may from time to time modify the number of shop stewards based on mutual agreement and the Employer's operational needs.
- (b) The Union will provide the Employer with the names of the shop stewards. The Employer will recognize duly appointed shop stewards provided that the Union has advised the Employer in writing of the names of the shop stewards appointed. The Union agrees to advise the Employer in writing of any changes made of shop stewards within 30 days.
- (c) Shop stewards will not be discriminated against or disciplined for performing their agreed upon duties as shop stewards.
- (d) Shop stewards will be allowed a reasonable amount of time per month, up to a maximum of eight hours without loss of pay, to perform their duties with respect to the grievance procedure and specifically to assist in the reporting, investigation, and meeting with the employer representative at Step 1 and Step 2. Any meeting initiated by the Employer requiring the presence of a shop steward, will not be included in the eight hour per month maximum and will take place without loss of pay to the shop steward. Shop stewards may not leave their assigned work area for the purposes set out in this article without obtaining prior permission from their manager, or in absence of their manager, from the manager designate. Such permission will be based on operational requirements. Under no circumstances may the shop steward take any action or issue any instructions which will interfere with the operations of the Employer or with the management or direction of the workforce.
- (e) Notwithstanding (d) above, it is agreed that given the size of the workplace, the regulatory requirements and the need to engage with guests on a continuing basis, shop stewards will conduct all other union business outside of their scheduled work hours. In the event that a shop steward agrees to attend meetings outside of their regular working hours, they will be paid at their straight- time rate for all hours spent.
- (f) Shop stewards may only carry out their duties upon notification and approval being given by the manager or manager designate. Such approval will be based on operational requirements and will not be unreasonably withheld.
- (g) Employees having grievances shall not discuss them with shop stewards during their regularly scheduled work hours unless they have first obtained permission from their manager. Such permission will be based on operational requirements and shall not be unreasonably withheld.
- (h) An investigation conducted by a shop steward shall not result in any disruption of the Employer's operations, and it must not result in an employee or employees neglecting their work duties and responsibilities.

**3.2 Union Leave/Union Bargaining Committee**

- (a) Employees elected or appointed by the Union to attend union meetings or conventions, and/or shop steward training shall request a leave of absence with pay to attend such meetings or conventions. When such leave is granted, it shall be with pay and the Union will reimburse the Employer for all salary and benefit costs. Requests for union leave must be supported with union documentation and will be

forwarded to their respective manager for consideration at least 21 days in advance of the commencement date of the leave.

(b) An employee elected to union office will be granted an unpaid leave of absence of up to three years without loss of seniority. However, any retraining and regulatory requirements costs will be at the employee's expense.

(c) The above provisions do not include time that is granted to authorized employee representatives for attendance at collective bargaining. When such leave is granted it shall be given with pay and the Union will reimburse the Employer for all salary and benefit costs. Employees will not be entitled to weekly or daily overtime for hours spent in bargaining as set out above. Requests for time off must be submitted 21 days in advance, unless the Employer agrees to waive the notice period.

(d) The approval of all union leaves will be based on the condition that all employer's operational requirements can be fully met during the employee's absence and will not be unreasonably denied.

### **3.3 Bargaining Unit Work**

Duties normally performed by employees within the bargaining unit will not be assigned to non-bargaining unit employees except in the case of an emergency, security threats, unexpected occurrences including lateness or absences, for the purpose of instruction or demonstration, or to meet or maintain service to guests as a result of bargaining unit employees not being available for work as outlined in this agreement.

### **3.4 Recognition of Exclusive Bargaining Agent**

(a) The Employer recognizes the Union as the exclusive bargaining agent for all employees as identified in the BC Labour Relations Board bargaining unit certificate. Additions and deletions of bargaining unit positions during the term of this collective agreement may be varied from time to time by agreement of the parties.

### **3.5 No Individual Contracts or Agreements**

No employee shall be compelled to enter any individual contract or agreement with the Employer concerning the conditions of employment which vary the conditions of employment in this agreement.

### **3.6 Recognition of Legal Picket Lines**

No employee shall be required to cross a legal picket line arising from a strike or lockout. For the 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.

### **3.7 Bulletin Boards**

The Employer will provide the Union with a bulletin board at least four feet square at a mutually agreed upon location for the posting of union notices and other union communications. It is agreed that the content of material on the bulletin board will be respectful in nature. The Union will review material regularly and remove notices that are outdated.

### **3.8 Union Recognition**

#### *Union Buttons*

An employee may wear a union pin or button. The union pin or button must be smaller than the size of a \$5 gaming chip and will not carry political, protest or other derogatory slogans.

### **3.9 Union Management Committee**

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 its management 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 joint union/management committee comprised of up to four employer representatives and up to four union representatives, in addition to the BCGEU staff representatives. The Committee may call upon additional persons for technical information, communications or advice. The Committee shall meet at the request of either the Union or the Employer, but not less than once every two months, at the Employer's place of business or at a place and time to be mutually agreed.
- (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 about grievances, as defined by this agreement, shall be strictly on a "*without prejudice*" basis, unless agreed by the parties to the contrary.
- (c) The meetings will normally be scheduled on weekdays, commencing during the hours of 9:00 a.m. to 9:00 p.m. Attending employees shall only be paid straight-time wages, and will not be entitled to daily or weekly overtime, as a result of any time spent in these meetings, including time extended beyond the employee's scheduled shift or on days the employee is not scheduled for work.
- (d) Minutes shall be recorded on an alternating basis between the parties. After a final draft has been agreed to, the minutes will be posted on the respective bulletin board.

### **3.10 Union Representatives at the Employers Premises**

Worksite visits by union representatives that are not employees shall be requested three days in advance.

### **3.11 Employer and Union to Acquaint New Employees**

The Employer agrees that a shop 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 provide employees with the Assignment of Wages form and to acquaint the new employees with the duties of union membership.

### **3.12 Private Space**

The Employer will allow shop stewards to use a private space, with no audio/video recording or surveillance monitoring devices to meet with employees with respect to the investigation and preparation of grievances as set out in the grievance procedure of this collective agreement. No union business is to be conducted in the front of house or in front of any guests or stakeholders at any time.

**3.13 Relevant Information**

The Employer and the Union agree to provide each other with relevant information necessary for collective bargaining purposes.

**ARTICLE 4 - UNION SECURITY****4.1 Membership**

- (a) All employees in the bargaining unit who, at the date of certification, were members of the Union, or thereafter became members of the Union, shall, as a condition of employment, maintain such membership.
- (b) All employees hired into the bargaining unit after the date of certification shall become members of the Union, and maintain such membership, as a condition of employment.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification to become members of the Union.

**4.2 New Employees**

The Employer agrees that it will advise each new employee hired into the bargaining unit, of the Union security and check-off provisions provided for in this collective agreement.

**ARTICLE 5 - CHECK-OFF OF UNION DUES****5.1 Check-off - Process and Procedures**

- (a) Upon commencement of employment, each new bargaining unit 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 form for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form. The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to make only such deductions as permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (b) The Union shall inform the Employer in writing of the authorized deductions for each employee for union dues and any changes in the amount to be deducted. These amounts will apply only to those earnings of the employee, in any given month, which may arise from work in a bargaining unit position under this collective agreement.
- (c) All monies deducted from employee's earnings pursuant to this article, are to be forwarded to the Treasurer of the Union and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf, on or before the end of each month following that in which the deductions were made.
- (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, and changes in the amounts to be deducted. These amounts will apply only to those earnings of all employees, in a given month, which arise from hours of work in a bargaining unit job code under this collective agreement. In the event that any amount(s) to be deducted is changed from the amount(s) specified in the assignment of wages form signed by the employee, the

Employer can require the employee to sign a new form reflecting the new amount(s) to be deducted prior to making such deductions.

(e) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit it as per (c) above.

(f) 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. Each party will share equally the costs associated with the Arbitrator but will be responsible for their own costs.

(g) The Employer agrees to record the amount of union dues deducted on each employee's T4 slip.

(h) A list of names of employees who have ceased employment and the date they ceased employment will be provided to the Union up to two times a year upon request.

(i) The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

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

The Union recognizes the right of the Employer to operate and manage its business in all respects. The Union also recognizes the right of the Employer to exercise its management functions and without restricting the generality of the forgoing, to operate and manage its business, facilities and operations as it sees fit including, but not limited to, directing its workforce as necessary; managing gaming and hospitality offerings; the right to hire; the right to discipline and discharge employees; determine job content, duties, responsibilities, job codes and classifications; promote and demote; assign and schedule work; establish standard operating procedures and means of performing work; assess the performance of employees; design and implement training programs, determine when training is required; determine the number of employees to be employed, the duties to be performed; and establish policies, work rules and procedures as appropriate.

The Employer reserves the right to supplement and alter, as and when deemed necessary, reasonable rules and regulations to be observed by the employees. It is agreed that the rules and regulations may cover all aspects of the operations of the Employer. It is further agreed that the Employer is entitled to make any changes which may be necessary to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives or regulations of any government which apply to the operations of the Employer, pursuant to Article 22 (Regulatory Requirements). The Employer retains any and all of its prior rights, which have not been specifically restricted by the provisions of this collective agreement.

Management rights shall be exercised in a manner consistent with the terms of this agreement.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

##### **7.1 Grievance Procedure**

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

- (1) differences concerning the interpretation, application, operation or alleged violation of the provisions of this agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the discipline, suspension or dismissal of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be in the grievance procedure in this article.
- (c) Should the Employer wish to file a grievance it will be introduced at Step 3 in which case the time limits for discussion and reply shall follow the same time limits in this article, including the right to refer to arbitration.

## **7.2 Step 1 - Notification and Informal Verbal Discussion**

The first step of the grievance procedure requires every effort to be made to settle the dispute informally, with the employee's designated excluded manager, or alternate. The employee must notify their manager or alternate in writing or email that there is a potential grievance no later than four calendar days from:

- (a) the date on which the employee first became aware of the action(s), incident(s) or circumstance(s) giving rise to the concern; or
- (b) the date on which the employee was disciplined.

After the employee notifies their manager or alternate, as set out above, an informal discussion(s) will take place. The employee shall have the right to have their shop steward present during such discussion. It is the employee's responsibility to request a shop steward in respect of their own grievance. Where the 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 staff representative present at the discussion.

The informal meeting(s) must take place within 14 calendar days of when the employee notified the Employer of the potential grievance. If the informal meeting(s) does not resolve the matter, the employee may prepare and present a grievance within 10 days of the last informal meeting(s) as set out in Step 2 below.

## **7.3 Step 2 - Preparation and Presentation of a Grievance**

Should the matter remain unresolved at Step 1, the employee may present a grievance, through their shop steward or staff representative, to the Human Resources Manager or designate within 10 calendar days of the last informal meeting as outlined in Step 1 above, by completing and providing a written grievance on the grievance form agreed to by the parties. The grievance form must include the following information:

- (a) the employee's basic personal information;
- (b) the details of the grievance and the circumstances in which it arose;
- (c) the article(s) or clause(s) of the collective agreement infringed or alleged to have been violated;
- (d) related documents and correspondence, if applicable; and
- (e) the remedy or correction required.

## **7.4 Step 3 - Grievance Meeting**

- (a) Within 14 calendar days of receiving the grievance at Step 2, the Human Resources Manager, or designate, and the staff representative or designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This Step 3 meeting may be waived by mutual agreement.

- (b) The Human Resources Manager or designate shall reply in writing to an employee's grievance directly to the staff representative within 14 calendar days of the Step 3 meeting.

#### **7.5 Failure to Act**

A grievance shall commence and proceed through the grievance procedure within the time limits provided; otherwise it shall be deemed abandoned. The time limits may be extended by mutual consent of the parties in writing. However, neither party will be deemed to have prejudiced its position and the requirement for strict time compliance on any future grievance. Requests for the time limit extension shall not be unreasonably denied but will not be granted without justification.

#### **7.6 Withdrawal of Grievance**

The Union may, at any time, elect to withdraw the grievance in writing to the Human Resources Manager or designate.

#### **7.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 8 (Arbitration Procedure), the staff representative may refer the matter to arbitration, and will advise the Human Resources Manager, or designate, in writing within:

- (a) 14 calendar days after the Employer's Step 3 response has been received, or
- (b) 14 calendar days after the Employer's Step 3 response was due.

#### **7.8 Administrative Provisions**

- (a) Grievances, replies and notification shall be deemed to have been presented on the date on which they were hand delivered or received by email into the email box of the appropriate employer representative or union staff representative.
- (b) Replies to grievances at Step 3 of the grievance procedure and notification to arbitrate shall be by courier or email.

#### **7.9 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal, or suspension exceeding 14 calendar days, the grievance may be filed directly to Step 3 within seven calendar days of the date on which the dismissal, or suspension exceeding 14 calendar days occurred, or within seven calendar days of the employee receiving such notice. The grievance must include the grievance form and information set out at Step 2 above.

#### **7.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, at Step 2 or greater, 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 30 calendar 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, provided the human rights complaint is filed and pursued in a timely manner, and within the Human Rights Tribunal time frames.

### **7.11 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the difference shall be discussed between the employee's manager, or designate, and the staff representative within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute directly to arbitration, as set out in Article 8 Arbitration Procedure.

### **7.12 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 8 - ARBITRATION PROCEDURE**

### **8.1 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 7 (Grievance Procedure), may notify the other party within 30 days of the receipt of the reply at Step 3 of its desire to submit the difference or allegations to arbitration.

### **8.2 Expedited Arbitration**

If a grievance is not resolved at Step 3, the parties may, by mutual agreement, and subject to the expectations set out below, refer the grievance to expedited arbitration. Notice to proceed to expedited arbitration must be provided to the Human Resources Manager, or designate, or the staff representative:

(a) Generally, a grievance pertaining to the following matters is not considered suitable for expedited arbitration:

- (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 where a party intends to raise a preliminary objection;
- (6) grievances involving a claim of duty to accommodate;



- (7) demotions;
  - (8) suspensions of more than 14 calendar days; and
  - (9) terminations.
- (b) A grievance falling into any of the above listed categories may be resolved by expedited arbitration by mutual agreement of the parties.
- (c) The Arbitrator, who shall act as the sole arbitrator, shall be selected by mutual agreement between the Union and Employer. In the event the parties cannot agree on an arbitrator, either party may make an application for the appointment of an Arbitrator pursuant to the *Labour Relations Code*.
- (d) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice or precedent.
- (f) The parties shall equally share the cost of fees and expenses of the Arbitrator.
- (g) 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.
- (h) There will be no appeal of expedited arbitration awards.

### **8.3 Expedited Arbitration Hearing and Award**

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing as soon as it can be scheduled and further encouraged to render a decision within 30 days of the conclusion of the expedited 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.

### **8.4 Formal Arbitration**

- (a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 8.2(a) above, either party may refer the grievance to the formal arbitration procedure.
- (b) The Arbitrator shall be chosen by mutual agreement between the Union and the Employer. In the event the parties cannot agree on an arbitrator the parties will seek the assistance of the Labour Relations Board pursuant to the *Labour Relations Code*.
- (c) Once either party has made such a referral, the request shall be made to set a date and agree on an arbitrator.
- (d) 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, where possible, render a decision within 60 days of the conclusion of the hearing.

### **8.5 Authority of the Arbitrator**

The parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the *Labour Relations Code* of British Columbia.

### **8.6 Cost Sharing**

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

### **8.7 Technical Error or Omission**

No technical error or omission will render a grievance inarbitrable.

## **ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **9.1 Dismissal, Suspension and Discipline**

(a) Provided it does not result in a delay to disciplinary action being taken, when an employee is being issued a formal written warning, suspended or discharged, the employee will have the right to have a shop steward present. The Employer agrees that it will advise the employee of this right prior to the discipline being issued. In cases where a shop steward is the subject of discipline, the shop steward will be afforded the opportunity to be represented by a staff representative of the Union provided it does not result in a delay in the disciplinary action taken.

(b) The employee shall be provided with a copy of all disciplinary documentation being placed in their file. In cases where a shop steward is present at a disciplinary meeting, the Employer will provide a copy of the discipline being issued to the shop steward. The Employer will also provide the Union with a copy of all letters of termination given to bargaining unit members.

(c) Discipline, up to and including discharge of employment, shall be in accordance with the principles of progressive discipline. The Employer may, subject to the severity of any infraction of a similar or different nature, escalate the discipline to the appropriate level. The Employer's discipline policy as amended from time to time will also be used to provide guidance in the application of the principals of progressive discipline.

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

Any and all disciplinary action recorded against an employee shall automatically be removed from the employee's file after 18 months, provided there have been no further infractions of a similar nature.

### **9.3 Personnel Record/Performance Appraisals**

(a) The employee, the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee or the President of the Union or their designate shall give the appropriate management reasonable notice prior to having access to such files. Personnel files will be kept in a secure location and will only be accessible to designated personnel.

(b) Performance appraisals will be used for the purpose of evaluating an employee's ability to complete a trial period in a new position and for the purpose of annual appraisals. Employees will be given copies of their appraisal.

#### **9.4 Abandonment of Position**

An employee who fails to report to work for three consecutive workdays without providing a satisfactory reason for their absence will be presumed to have abandoned their position.

### **ARTICLE 10 - SENIORITY**

#### **10.1 Company Seniority**

- (a) Company Seniority is defined as the employee's length of continuous service calculated from the employee's date of hire with Great Canadian. If the employee's employment is terminated (voluntarily or involuntarily), and they are rehired, Company seniority is defined as the employee's most recent date of hire with Great Canadian.
- (b) Company seniority of each regular employee covered by this agreement will be established after the employee has successfully completed the probationary period after which an employee's Company Seniority shall be backdated to the employee's hire date. In the event that two or more employees are hired on the same day, the employee who has the lowest employee number will be granted the higher Company Seniority.

#### **10.2 Job Code Seniority**

- (a) Upon completion of the requirements of Clause 10.1(b) above, regular employees will establish a new job code seniority date. The job code seniority date is defined as the start date of the employee in their job code at Elements Casino Victoria. This job code seniority date shall apply for scheduling hours of work and vacation.
- (b) Primary job code seniority is defined as length of service of the employee in their primary department at their primary job code. A primary job code is where the employee works the most and may be the employee's highest paid job code in their primary department. The job code(s) and Company Seniority list(s), will be posted at least one time per year.
- (c) An employee's seniority will be recognised in all of their job codes. A job code is any job code an employee has worked in the casino in the previous 12 months.
- (d) When two or more employees within the same primary job code have the same hire date for the primary job code, placement on the job code seniority list will be determined by Company Seniority.
- (e) If there is no differentiation for two or more employees after considering job code seniority and Company Seniority, then the higher job code seniority will be determined by the employee who has the lowest employee number.
- (f) Effective upon date of ratification, all current and previously recognized Elements Casino Victoria job code seniority dates will be considered accurate.

#### **10.3 Trial Period and Seniority**

In the event a regular employee who has transferred to another job code does not successfully complete or chooses not to complete the trial period in the new job code, they will go back to their previous job code. When returning to their previous job code, they will fall back into their previously selected fixed bid line or flex pool within their previous job code, unless a schedule pick has occurred during the trial period.

If a schedule pick has occurred, they will be placed into the flex pool for scheduling purposes until the next shift pick, at which time their job code seniority in their previous position will be recognized.

#### **10.4 Seniority Lists**

The Employer will provide bargaining unit seniority lists (Company and job codes) to the Union and post them at least once a year. Any questions or challenges to the seniority list must be raised by the employee to their manager within 14 days of the list being posted.

#### **10.5 Accrual of Seniority**

**Company and job code seniority will continue to accrue during:**

- (a) time lost as a result of occupational illness or injury up to 24 months;
- (b) time lost as a result of non-occupational illness or injury up to 24 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 16 weeks;
- (e) time lost as a result of a maternity, parental and adoption leave; or
- (f) temporary appointment period outside the bargaining unit for up to 12 months.

#### **10.6 Loss of Seniority**

Employees shall lose their seniority and will no longer be employees if:

- (a) they voluntarily resign;
- (b) they are discharged by the Employer for just cause and not reinstated through the Grievance and Arbitration procedure of this agreement;
- (c) they have been laid off from the bargaining unit for 16 weeks;
- (d) they are recalled from a layoff and fail to return to work within three calendar days after they have been notified by email or telephone by the Employer;
- (e) they fail to return to work on the completion of any authorized leave of absence including a medical leave of absence or a vacation unless a written document satisfactory to the Employer is given within three calendar days of the completion of the authorized leave of absence or vacation;
- (f) registration requirements are not granted or are revoked by the Gaming Policy and Enforcement Branch;
- (g) they accept employment in a non-bargaining unit position within Elements Casino Victoria or at another Great Canadian worksite for more than 12 consecutive months; or
- (h) they do not return and are not likely to return in the near future from a medical leave after more than three years.

## ARTICLE 11 - LAYOFF & RECALL

### 11.1 Layoff Procedure

- (a) Before any layoff of more than five employees occurs, the Employer will inform the union staff representative and discuss possible ways to lessen disruption to employees and customers.
- (b) Employees from the bargaining unit to be laid off will be identified in reverse order of Company Seniority within their department, provided the more senior employees retained have the required skills, abilities, qualifications and certifications to perform the duties within their department.
- (c) In all cases of layoff, the Employer shall offer employees a temporary layoff for a period of up to 16 weeks with the right of recall. A layoff becomes a termination of employment when the layoff equals or exceeds 16 weeks. Employees who are not recalled within this designated period, will have their employment terminated and will lose any seniority or recall rights.
- (d) The Employer may offer an employee being laid off the choice of accepting an immediate termination of employment. If this choice is offered by the Employer and an employee accepts, the employee will be entitled to the severance set out in Article 11.4 and the employee will forfeit any seniority or recall rights, and his/her employment will be terminated.

### 11.2 Recall Procedure

- (a) Employees shall be recalled according to their Company Seniority within their department and for the required job code, with the most senior employee being recalled first, providing the recalled employee has the required skills, abilities, availability, qualifications and certifications for the job code to which they are being recalled.
- (b) The Employer shall provide employees with at least five days' notice of recall.
- (c) If an employee does not respond within three calendar days of notification of recall, except in the event of a documented emergency which prevents the employee from doing so, the employee will lose all seniority and the employee will be discharged from employment.
- (d) In the event of a recall, the Employer will contact the recalled employee by email. In the event the employee does not have an email address on file, the Employer will attempt to contact the employee by telephone. The employee on layoff shall be responsible for ensuring the Employer has their up to date contact information and will inform the Employer in the event they change their email address or telephone number.

### 11.3 Urgent Recall

In circumstances where the Employer must fill a vacant position without delay, the Employer shall give notice of recall by telephone only by calling employees on the recall list, according to Company Seniority within the job code being recalled, until the Employer is able to find a qualified employee who is prepared to report to work immediately.

### 11.4 Notice of Layoff and Severance Requirements

- (a) Employees subject to layoff are entitled to layoff notice or pay in lieu of notice at the Employer's discretion as follows:
  - (1) after three consecutive months of employment, one weeks' notice or pay in lieu of notice;

- (2) after 12 consecutive months of employment, two weeks' notice or pay in lieu of notice;
- (3) after three consecutive years of employment, three weeks' notice or pay in lieu of notice, plus one additional week for each additional completed year of employment up to a maximum total of eight weeks' notice or pay in lieu of notice; or
- (4) a combination of notice and pay in lieu of notice equivalent to the amount stipulated in (1) through (3) above.

(b) The amount the Employer is liable to pay is calculated by totalling the employee's weekly wages during the last eight weeks in which the employee worked; dividing the total by eight and multiplying the result by the number of weeks wages the Employer is liable to pay.

## **ARTICLE 12 - HOURS OF WORK**

Due to the nature of the Employer's operations, hours of work will vary based on operational needs. A set number of hours per day or week cannot be guaranteed. The following are the anticipated normal hours of work.

### **12.1 Straight-Time Hours of Work (Security)**

The normal straight-time hours of work for regular full-time employees shall be as follows:

- (a) The anticipated hours of work for regular full-time employees will be as follows:
  - Up to eight hours in any one working day and not more than 40 hours in any seven-day workweek (Sunday to Saturday). Or;
  - (1) Up to ten hours in any one working day and not more than 40 hours in any seven-day workweek Sunday to Saturday)
  - (2) Not more than five consecutive 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.
- (b) The anticipated hours of work for regular part-time employees will be as follows:
  - (1) A range of four up to ten hours in any one working day and not more than 40 hours in any seven-day workweek (Sunday to Saturday).
  - (2) Not more than five consecutive 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.
- (c) Regular part-time employees may work additional shifts to a maximum of 40 hours and six days per week without accruing any overtime entitlement.
- (d) 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.

**12.2 Rest Periods**

- (a) Employee rest periods shall be scheduled after the first hour of a shift. Where operational requirements permit, the Employer will make every effort to allow rest period breaks to be taken every two to three hours
- (b) Paid rest periods will not be interrupted, except in an emergency. All interrupted breaks will be made up at an agreed upon time during their shift.
- (c) All security employees shall have two, 15-minute paid rest periods in each shift in excess of six hours, one paid rest period to be granted before and one after the paid meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one paid rest period during such a shift.

**12.3 Meal Periods**

All security employees, who work a shift of five hours or more in duration, are entitled to a 30-minute paid meal period. Meal periods shall be uninterrupted except for emergencies and scheduled as close as possible to the middle of the shift. Interrupted meal periods will be made up at an agreed upon time during their shift. The meal period shall not exceed 30 minutes in duration in total.

**12.4 Meals Provided by Employer**

All employees are entitled to a 30% discount on the regular retail price of food and non-alcoholic beverage orders at applicable food outlets (excluding Buffets), on or off shift. When off-shift, employees are entitled to this discount for themselves and a maximum of three (3) guests.

**12.5 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.

**12.6 Schedule Variations - Early Outs**

- (a) An early out list will be created on a first request basis. Employees requesting early out must notify the Employer on the early out list no earlier than fifteen (15) minutes before the start of their shift. Employees can add their name to the posted early out list at any time during their shift. However, employees on the early out list will be offered early outs based on various factors, operational requirements, skills, start times and costs. In an overtime situation, the most senior employee will be offered the early out first even before the employee who requested the early out first.
- (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 early based on shift start time and in reverse order of seniority. Employees will be provided a minimum of four (4) hours work before they are required to leave early.

(d) In the event of significant snowfall, resulting in a reduction of patrons, and the Employer determines that operational requirements can be met with less staff, the process set out in (b) and (c) above, will apply.

## ARTICLE 13 - SHIFT WORK

### 13.1 Shift Differential for Graveyard and Weekend Shifts

Employees who work shifts as defined below, shall receive an additional shift differential for the hours worked:

- Graveyard Shift 50¢ per hour
- All hours worked between midnight and including 7:00 a.m.

## ARTICLE 14 - SECURITY SCHEDULING

*Fixed bid line:* An up to five shift a week bid line that has fixed days off, that may contain shifts which may include more than one job code. For the purpose of skill maintenance and/or to provide as many shifts as possible, fixed bid lines may contain at least one shift in another job code.

*Flex pool:* Varied days off with no set work patterns. Shifts may include any job code. Employees in the flex pool are assigned their schedule based on job code seniority and where possible, employee preference (as indicated on preference request forms).

*Preference Request Form:* Employees must complete preference request forms during the scheduling selection process, or as requested by management. The Preference Request Form will set out the employee's preference to work additional shifts, which shifts they prefer to work and whether they are willing to sub up per Clause 14.2(c).

*Shift Block:* A segment in a day that an employee with a fixed bid line works within. Shift blocks are established by management based on operational needs. Shift blocks may have a range of start times up to five hours.

### 14.1 Scheduling Hours of Work

(a) The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. Designated days of rest and work schedules, both regular full-time and regular part-time in each job code, will be determined in a shift selection process twice a year. If operational needs so require, the Employer may elect to commence additional shift selection process(es) during the year.

(b) Details of the shift selection process as set out in this article will be posted at least two weeks prior to the scheduled selection date along with the schedule ranking. A minimum of two weeks' notice after the completion of the shift selection process will be provided before implementation.

(c) The Employer and the Union recognize that the nature of the Employer's business fluctuates, and operational needs can change frequently and unexpectedly which can change the days and hours of work, both weekly and daily, as well as start and finish time and days off. Notwithstanding the Employer's right to schedule based on operational needs, an individual scheduled on a fixed bid line within a weekly work schedule will not have their start times vary throughout the week by more than four hours within a shift block where possible, unless agreed to by the employee in the Preference



Request Form. This does not apply to employees on a flex bid line in which start times may not vary by more than eight hours, unless agreed to by the employee in the Preference Request Form or as set out in Clause 14.6 below.

- (d) An employee must select a fixed bid line available in their highest paid job code and cannot choose to pick in another job code if there are not enough junior employees under them to fill the remaining fixed bid lines available.
- (e) Employees may drop into the flex pool if they have not chosen to pick a fixed bid line and there are enough junior employees under them to fill the remaining fixed bid lines. The Employer can remove the right to drop into the flex pool if a negative operational impact can be demonstrated.
- (f) Employees who are not able to pick a fixed bid line in any of their job codes will be placed in the flex pool.

#### **14.2 Sub Up**

- (a) Employees can choose to Sub Up into their highest paying job code(s) when shifts are available. This preference is captured on the Preference Request Form. This includes preferences to sub up to add shifts outside the criteria set out in Clause 14.1(c).
- (b) If there is still a need to fill shifts due to shortages, vacancies will be filled in a reverse primary job code seniority order. This need will take precedence over the criteria set out in in Clause 14.1(c).
- (c) An employee with a fixed bid line will have the option to pick up a bid line when a bid line is vacated due to an employee on a leave greater than 60 days. An employees' ability to pick up another bid line as set out above will be based on their seniority in any of their job codes.
- (d) The newly vacated bid line will be assigned based on the criteria set out above. The newly vacated bid line as a result of the sub up process outline above will be placed in the flex pool.

#### **14.3 Schedule Selection Process**

- (a) Employees (other than part-time and employees within their probationary period) shall be included in the schedule selection process, beginning with their highest paid job code seniority. Once the schedule selection process is complete, these schedules shall remain in place until the next schedule pick.
- (b) All employees picking a fixed bid line will have specific time(s) allotted for the selection process. It is the employee's responsibility to make sure that they are available for their meeting(s), to phone in for the meeting(s), or have assigned another employee or a manager in writing to make their selection for them if they are on vacation or leave. If an employee is not available at their time and does not assign another employee to make their selection, the employee will be slotted to an available fixed bid line or be assigned into the flex pool.
- (c) In the event an employee chooses to phone in for their fixed bid line selection, the employee must be available and ready to immediately select their bid line on the telephone once they receive the call from the Employer. If the employee is not available or does not answer the phone when the Employer calls, the employee will be given a 10 minute window of time in which to make the telephone call.

If the employee does not return the telephone call to make their bid line selection within ten 10 minutes, the selection will continue with the next most senior employee making their selection next. Employees, who miss their original selection opportunity, will have their selection acknowledged and

slotted at the time they directly talk to a manager and will not be able to bump a less senior employee who has selected a bid line they were originally interested in.

- (d) Once all fixed bid lines have been selected, remaining employees will be assigned to the flex pool.
- (e) Once the employee has made their fixed bid line selection, they will immediately complete the Schedule Pick Shift Selection Agreement which will be witnessed by a union staff representative, or their designate, present during the employee's selection. When a shop steward is the designated witness, the Employer will be reimbursed by the Union for all hours on union leave.
- (f) Employees must be available to work all shifts within the work schedule they have selected or have been assigned.
- (g) Employees on approved leaves of absence that have confirmed return to work dates within six months of the first day of the shift selection process are permitted to participate in the selection process in order of job code seniority. The Employer will attempt to contact the employee on leave at least two weeks prior to the scheduled selection date.

#### **14.4 Temporary Vacancies and Vacant Schedules**

- (a) Fixed bid lines that become available after the selection process will be covered by the process laid out in Clause 14.2.
- (b) All newly hired employees will be in the flex pool and will fill out the Preference Request Form. All newly promoted regular employees will remain in their current bid line until the next scheduled shift selection process. These employees at the time of promotion will fill out the Preference Request Form.
- (c) Temporary vacancies and vacant bid lines will be covered by process laid out in Clause 14.2.

#### **14.5 Exchanging Shifts**

Employees may, by mutual agreement, exchange shifts within a seven-day workweek, provided that the employees have the skills, ability, and training to perform the work required and provided that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime would not have occurred in the first instance. Whenever possible, request to exchange shifts must be submitted at least 24 hours before the first shift to be switched or changed and approved by the employee's manager. Such approval shall not be unreasonably denied.

#### **14.6 Shortages**

- (a) Where there is an unexpected need for employees to be scheduled work for additional hours or shifts, employees who have not yet worked 40 hours in a week will first be offered the additional shifts based on job code seniority and preference.
- (b) If there is still a need for shifts to be worked, the additional shifts will be offered to part-time employees up to 40 hours per week, and where part-time employees have indicated they are available.
- (c) Where there is still a need for additional shifts to be scheduled and not enough volunteers to fill the available shifts, then the additional shifts will be assigned beginning with the employees with the lowest job code seniority, within their department and the job code required to perform the work.
- (d) If there is still a need for additional shifts to be worked, employees will be offered overtime shifts based on job code seniority.

**14.7 Lateness and Absences**

- (a) Employees will be in their respective assigned working locations, ready to commence work at their designated starting times, and they will not leave their working locations at times or in a manner inconsistent with the terms of this agreement.
- (b) It will be the responsibility of employees to familiarize themselves with the work schedules which the Employer posts at regular intervals, and to report for work in accordance with the information contained in such work schedules.
- (c) If an employee is going to be absent from work, the employee will make every reasonable effort to notify their designated supervisor at least four hours before the scheduled start time for shifts. In the event that an employee is going to be late, they must provide a reasonable explanation and will give as much advance notice as possible.

**14.8 Schedules**

- (a) The Employer will post the schedules at least 72 hours in advance of the start of the scheduling period. Each schedule will cover at least two weeks of work.
- (b) Work schedules will be posted on the Employer's bulletin board. The work schedule will contain the following information:
  - (1) employee's name;
  - (2) days off; and
  - (3) expected start time and expected end time.

**14.9 Scheduling Issues**

It is understood that the Employer has the right to manage the number of fixed bid lines and if business justifies, the Employer will increase the number of fixed bid lines when possible, based on operational needs and requirements.

**ARTICLE 15 - OVERTIME****15.1 Definitions**

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

**15.2 Overtime Compensation**

Employees requested to work overtime in excess of eight or 10 hours worked on a scheduled workday shall be paid:

- (a) time and one-half for the first four hours of overtime in excess of eight hours worked on a scheduled workday of eight hours, or time and one-half for the first two hours of overtime on a scheduled workday of more than ten hours;
- (b) double-time for hours of overtime worked over 12 in a scheduled workday; and
- (c) time and one-half for all hours of overtime worked beyond 40 hours in a workweek.

### **15.3 Rest Interval**

An employee required to work beyond their daily shift shall be entitled to eight clear hours between the end of the time worked and the start of their next shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight-hour period.

### **15.4 Callback Provisions**

Employees called back to work, after they have punched out and left the site, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates.

### **15.5 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.

### **15.6 Allocation of Overtime**

Overtime shall be allocated as follows:

- (a) After the employee's schedule pick is confirmed, employees who are interested in working overtime shall sign up on a volunteer overtime list. The volunteer overtime list shall be based on days of the week the employee is available and interested in working overtime;
- (b) Where overtime is available, it will be offered to the employee with the highest job code seniority required and who has expressed willingness and indicated their availability for the day in which overtime is available;
- (c) Only employees who have indicated their availability and willingness to work overtime on a specific day will be contacted and offered overtime;
- (d) The most senior employee based on job code seniority will be offered the overtime. Prescheduled overtime for casino operations will be based on seniority. Where there is still overtime to be allocated and no volunteers available to fill these shifts, then the additional overtime will be assigned beginning with the employee with the lowest job code seniority within the department and the job code required to perform the work. Random overtime which becomes available on the day of will be offered by start time and job code seniority to employees that are working that day. In the event there are no volunteers available to fill the overtime requirement, the overtime will be assigned to the employee that is working who has the lowest job code seniority within the department and the job code required to perform the overtime based on start time.

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

An employee's daily hours worked will not be reduced during their scheduled hours of work to equalize any weekly overtime work.

**15.8 Right to Refuse Overtime - Seniority Basis**

Where no employee is willing to work overtime, the employee with the lowest job code seniority and the required skills will be required to work overtime on a reverse seniority basis.

**15.9 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. It is understood that, in emergency situations, prior authorization may not be possible.

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

The Employer will make reasonable efforts to give notice to an employee obligated to work overtime.

**ARTICLE 16 - STATUTORY HOLIDAYS****16.1 Statutory Holidays**

The following shall be considered paid statutory holidays:

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

**16.2 Payment for a Statutory Holiday**

- (a) Regular full-time employees will receive a normal days pay as defined in this agreement.
- (b) Regular part-time employees shall receive a normal days pay.
- (c) For the purposes of this clause, a normal days pay shall be for all hours worked, exclusive of overtime for the last 30 days. An employee must have worked 15 or more days of the last 30 days prior to the statutory holiday to be eligible to receive a normal days pay.
- (d) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half times their wage rate for any hours worked on a statutory holiday, in addition to the payment provided for in (c) above.
- (e) An employee who works in excess of 12 hours on the statutory holiday shall be paid at double-time for all such additional hours worked.
- (f) For the purpose of Clause 16.2(c) above, vacation will be considered a workday.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Vacation Entitlement

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

- (a) Employees who have completed 1 year of service shall be entitled to 10 days' vacation.
- (b) Employees who have completed 5 years of service shall be entitled to 15 days' vacation.
- (c) Employees who have completed 10 years of service shall be entitled to 20 days' vacation.
- (d) Employees who have completed 20 years of service shall be entitled to 25 days' vacation.

**Employees will earn vacation pay as follows:**

Start of employment	4% of gross earnings
After the completion of 5 years	6% of gross earnings
After the completion of 10 years	8% of gross earnings
At the completion of 20 years	10% of gross earnings

### 17.2 Annual Vacations and Pay Entitlements

- (a) Employees are entitled to annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire.
- (b) Annual vacation pay shall be calculated using the applicable percentage from Clause 17.1 above of the employee's gross earnings for the preceding year.
- (c) "*Gross earnings*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.
- (d) Regular employees shall be paid for their vacation period while they are on vacation as they would be paid while working.
- (e) Employees wishing a pay advance for a period of scheduled vacation leave must request the advance at least 21 days prior the employee's first day of vacation. Such requests will be in writing on the Early Vacation Payment Request Form. These advances will be paid prior to the start of the vacation leave period. Employees in receipt of an advance will not be permitted to cancel or postpone the period of vacation leave the advance is made for. The advance payment will not exceed any vacation accrued to date.

### 17.3 Vacation Scheduling Preference by Seniority

- (a) Vacation thresholds (by job code) will be posted on or before October 1 of each year.
- (b) Employees are required to submit requests for annual vacation time for the upcoming year using the Vacation Request Form to their manager on or before November 15 each year.
- (c) Singular day requests will only be considered upon completion of the Vacation Approval Meetings, pursuant to Clause 17.3(d) and will be granted based on:
  - Operational Needs
  - Date of submission (first come first served)

- In event that requests are submitted on the same dates, job code seniority will be the determining factor.
- (d) Between November 15 and December 15 of each year, management will conduct Vacation Approval Meetings where management will meet with each employee in order of job code seniority by job code to adjust where needed, confirm and approve vacation requests submitted on the Vacation Request Form.
- (e) At the Vacation Approval Meeting, employees will be shown a calendar of all vacation dates that have been previously selected and approved.
- (f) If an employee is not available to meet in person or over the phone, they may assign in writing another employee to make their selection for them. In the event this does not happen, the Vacation Request Form will be used as the definitive request from the employee. If the submitted request has no vacation dates that are available, the employee will be assigned vacation dates at the completion of the Vacation Approval Meetings.
- (g) 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.
- (h) In the event a shift pick results in a change to an employee's days of rest, their scheduled vacation will be moved by mutual agreement, to fit within the new days of rest.

#### **17.4 Callback from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency, or by mutual agreement.
- (b) When, during any vacation period, an employee is recalled to work, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of work and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of work and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **ARTICLE 18 - PAID TIME OFF**

#### **18.1 Personal Time Off Days**

The Employer will provide eligible regular employees, who are employed on January 1 of each year, with paid time off days (PTO) on the terms and eligibility set out below. PTO days are intended to provide eligible hourly team members the opportunity to take paid time off for a planned interruption from the workplace, to attend personal pre-scheduled affairs or when an employee is not medically fit to report to work.

#### **18.2 Benefit**

Annually, on the first pay period of the year, eligible hourly team members will receive the Paid Time Off Benefit which consists of three Paid Time Off days. A Paid Time off day is eight hours per scheduled shift,

paid at the team member's primary job code rate. Employees hired after January 1 will not be eligible for Paid Time Off days until the following January 1.

### 18.3 Policy Administration

#### *Prorated Paid Time Off Days*

An employee on an approved leave (i.e. Medical Leave, Compassionate Care Leave, etc.) when Paid Time Off days are loaded into the system, will be eligible for prorated PTO day(s) for the year at the time they return to work as follows:

Return to work January 1 to April 30	Return to work May 1 to August 31	Return to work September 1 to December 31
Eligible for 3 PTO days	Eligible for 2 PTO days	Eligible for 1 PTO day

#### *Use of Paid Time Off Days*

- Paid Time Off days are to be used within the payroll year they are granted;
- the granting and scheduling of Paid Time Off days are subject to operational needs;
- Paid Time Off days cannot be carried forward from year to year; and
- unused Paid Time Off days shall be paid out in accordance with the terms of this Policy.

### 18.4 Payment of Unused Paid Time Off

If an eligible employee is employed on the Paid Time Off benefit payout date in the first quarter of the next payroll calendar year and has unused Paid Time Off days from the prior year, those unused Paid Time Off days will be paid at the employees current primary job code rate.

If an employee moves from regular full-time hourly status to another status such as part-time temporary, or salary between the last day of the payroll year and the Paid Time Off benefit payout date in the first quarter of the next payroll calendar year, and the employee has unused Paid Time Off days from the prior payroll calendar year, then the employee will be paid the remainder of their days owing at their current primary job code. The payment will be processed before the employee transfers into their new position.

## ARTICLE 19 - SPECIAL AND OTHER LEAVES

### 19.1 Bereavement Leave

(a) All employees suffering a loss of an immediate family member will be eligible for up to three days' paid bereavement leave, commencing with the employee's date of notification of death or ending with the day of the service. For the purpose of this provision, immediate family is defined as a spouse, parent, guardian, father-in-law, mother-in-law, grandparent, sibling, child, stepchild or grandchild of an employee or someone living with the employee as a member of the family. Upon request, an employee will receive up to three additional days without pay of bereavement leave.

(b) An employee who needs to take Bereavement Leave will be asked to make their request in writing stating what the family member's relationship is and may be asked to provide supporting documentation when deemed necessary by the Employer and where available, and may include an obituary, notice or a copy of the deceased's death certificate.



## 19.2 Family Responsibility Leave

- (a) An employee is entitled 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, or the care or health of any other member of the employee's immediate family.
- (b) Employees who need to take Family Responsibility Leave must make their request in writing to their manager (providing as much advance notice as possible), stating the reason for the request, providing the start date of the leave and the return to work date, and supporting documentation. Upon approval, the employee's manager will adjust the schedule as required.
- (c) For purposes of this article, "*immediate family*" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, stepparents, stepchildren, and same sex partners and their children, as long as they live with the employee as a member of the employee's 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 travel and food.

## 19.4 Jury Duty

An employee, who is required to attend court as a juror or for jury selection, is considered to be on an unpaid leave of absence for the period of the jury duty. An employee who is required to attend court as a juror or for jury selection will provide as much advance notice as possible to their manager, and will complete and submit a request for leave of absence form with the supporting documentation to their manager. The employee will keep their manager informed of the required duration of participation in the jury selection or jury duty in order to make timely arrangements for a return to work. Upon returning to work from jury duty, an employee shall be returned to his or her former position and rate of pay.

## 19.5 Armed Forces or Humanitarian Leave

- (a) Employees shall be entitled to unpaid leave for employment in the service of the Canadian Armed Forces. No benefits will be paid 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. Employees requesting Armed Forces leave shall provide the Employer with at least 30 days' notice.
- (b) The Employer reserves the right to review humanitarian leave requests and exercise their discretion as to whether such leave shall be granted. Factors which the Employer may consider in determining whether to grant humanitarian leave include but are not limited to the operational needs of the Employer and that the organization is a recognized organization providing humanitarian relief in Canada or abroad.

## 19.6 Compassionate Care Leave

An employee is entitled to leave without pay to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks, and requires the care or support of one or more family members, as outlined in the *Employment Insurance Act*.

Family members include those defined in the *Employment Standards Regulation*.

There will be no loss of seniority for leaves under this section provided the leave is up to 26 weeks. In addition, provided the employee continues to pay their portion of the benefits, and subject to contractual requirements the Employer will agree to continue contributing their portion of the benefits and benefits will continue up to a maximum of 26 weeks.

### **19.7 Personal Leave**

Unpaid personal leaves of absence, other than those specifically provided for in this agreement, may be granted to employees upon request and on an exceptional basis, but the granting of such a leave is within the discretion of the Employer and shall be based on operational requirements. Employees must submit a request for a personal leave at least 30 days in advance, when possible, of the requested start time for the leave. Employees will be required to use all remaining vacation time prior to making a request for personal leave.

### **19.8 Special Citizenship Leave**

A regular employee will be entitled to a one day special leave with pay to attend their formal hearing to become a Canadian citizen.

Leave shall be no more than one day and, in the event their citizenship ceremony is on a statutory holiday, the pay shall only be their regular pay on a straight-time basis. In addition, a minimum of 30 days' notice shall be given by the employee.

### **19.9 Leave Requests**

The Employer will respond in writing within 48 hours, when possible, and no later than five days of receiving any leave requests accepting or rejecting the request. Such leave requests will not be unreasonably denied unless there are operational reasons to do so. Leaves once approved by the Employer shall not be changed other than in cases of unexpected operational needs.

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

### **20.1 General Requirements**

- (a) Employees are eligible for an 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 and shall inform the Employer in writing of the length of leave intended to be taken. The written notice must be accompanied by a dated medical practitioner's or nurse practitioner's certificated stating the expected or actual birth date of the child.
- (b) Employees who wish to change the effective date of an approved leave shall give 30 days' notice of such a change unless there is a valid medical reason why such notice cannot be given and shall inform the Employer in writing on the appropriate form of the length of leave intended to be taken.

### **20.2 Pregnancy/Maternity Leave**

- (a) The employee shall be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of pregnancy/maternity leave shall commence no earlier than 11 weeks before the expected date of delivery and no later than the actual birth date. The pregnancy/maternity leave will

end no earlier than six weeks following the actual date of birth and no later than 17 weeks after the actual birth date unless the employee requests a shorter period.

(c) A request for a shorter period as per Clause 20.1(b) must be given in writing to the Employer at least one month before the date that the employee indicates they intend to return to work, and the employee must provide the Employer with a dated certificate from a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer may, upon request of the employee, grant an unpaid medical leave of absence prior to the commencement of pregnancy/maternity leave (for pregnancy/maternity leave dates already submitted by the employee to the Employer) for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence either an unpaid medical leave or pregnancy/maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and the unpaid medical leave of absence will continue until the employee provides a dated medical certificate from a qualified medical practitioner stating that they are able to perform duties for the Employer.

(f) Pregnancy/maternity leave may be extended for up to six consecutive weeks for health reasons relating to the birth or the termination of the pregnancy where a qualified medical practitioner's certificate is presented.

### **20.3 Parental Leave**

(a) Upon written request, an employee who takes pregnancy/maternity leave as per Clause 20.1 above, shall be granted a leave of absence for up to 35 consecutive weeks and an employee who does not take maternity leave as per Clause 20.1, above, shall be granted a leave of absence for up to 37 consecutive weeks following the birth or adoption of the employee's child. The employee must submit a dated medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon approval of written request, employees shall be granted parental leave as follows:

(1) in the case of the birth mother, commencing immediately following the end of the pregnancy/maternity leave under Clause 20.1, above,

(2) in the case of the natural father, or the common-law partner, commencing within the 52 week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the 52 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 up to an additional five consecutive weeks of unpaid leave, beginning immediately after parental 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. The employee must submit a dated medical certificate or other evidence to the Employer.

(d) Where both parents are employees of the Employer, the employees will determine the apportionment of the parental leave between them.

## ARTICLE 21 - HEALTH AND SAFETY

### 21.1 General

- (a) The Employer, the Union and the employees agree to comply with the applicable provisions of British Columbia Workers Compensation Act and the British Columbia Occupational Health & Safety Regulation.
- (b) The Employer agrees to provide and maintain reasonable standards of health and safety in the workplace. Employee concerns or recommendations shall be brought to the attention of the employee's direct supervisor or designate. If the matter remains unsolved after seven days, the employee shall submit the concern(s) or recommendation(s) in writing to the Health and Safety Committee.
- (c) The Employer, the union, and the employees agree to cooperate in the prevention of accidents and the promotion of health and safety in the workplace.

### 21.2 Health and Safety Committee

- (a) Pursuant to the Workers Compensation Act, the Employer has already established a Health and Safety Committee. The duties and responsibilities of the Health and Safety Committee are set out in the Workers Compensation Act and related regulations.
- (b) The Health and Safety Committee will consist of nine members representing various departments. Three of the members will be managers appointed by the Employer, three four will be appointed by the Union and three two will be elected members from other non-union departments. In addition, one representative from each contractor or on-site company will be allowed the opportunity to attend and participate in meetings but will not have a vote.
- (c) Union committee membership appointments shall be based on a three-year term.
- (d) The members of the Health and Safety Committee shall select two co-chairpersons, 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 management members. Likewise, the union co-chairperson will be responsible for ensuring the attendance of the union- appointed members.
- (e) A copy of the minutes of the monthly Health and Safety Committee meeting will be prepared by the Employer and posted as soon as possible following the meeting.
- (f) All committee members agree to maintain confidentiality of all information gained from the Health and Safety Committee and the Health and Safety Committee meetings with the exception of consulting with WorkSafeBC or the Union; after consulting with the Employer.
- (g) Committee members will not suffer a loss of pay as a result of time spent in carrying out their committee employer approved duties. Committee members must seek permission from their supervisor to leave their workstation to perform committee approved duties. Committee members attending meetings on a scheduled day off will be compensated at straight-time while attending the meeting.
- (h) The four members appointed by the Union who complete 12 consecutive months of active service on the Committee will receive \$500 to reward and recognize their contributions that have benefited the entire team. Absences will only be excused when an employee is on vacation, required to work or is on an approved leave of absence. Members of the Occupational Health and Safety Committee will be

released from work in order to attend meetings, except in emergency situations pertaining to regulatory requirements.

### **21.3 Workplace Violence**

The Employer has a policy with respect to Violence in the Workplace and Dealing with Difficult Customers. All employees must familiarize themselves with these policies and the training provided by the Employer. Where such potential exists, employees shall receive training in the recognition and management of such incidents.

### **21.4 First Aid Attendants**

(a) Employees who take time off at the direction of the Employer to take a recognized Occupational First Aid Program shall do so with pay. The Employer will pay for a maximum of two attempts for a newly designated first aid attendant's Occupational First Aid course. The Employer will pay for one attempt for an already established first aid attendant's Occupational First Aid renewal course. The Employer shall pay the costs of the course materials.

(b) The responsibility of first aid attendants designated by the Employer shall be in accordance with the Occupational Health and Safety Regulation.

(c) Employees assigned by the Employer to fulfill first aid responsibilities for the Employer will have no less than 50% designated from the bargaining unit of the Security Department on a monthly basis. The Employer has the right to designate and remove first aid responsibilities when required.

(d) Designated employees shall receive a premium of \$2 per hour for all hours worked as First Aid Attendants.

## **ARTICLE 22 - REGULATORY REQUIREMENTS**

(a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

(b) It is understood that the British Columbia Lottery Corporation (BCLC) and the Gaming Policy Enforcement Branch's (GPEB) Terms and Conditions, Operating Guidelines, Policies, Rules and Regulations form the basis of the licence by which the Employer must operate and that maintaining the integrity and security of the gaming and hospitality is of significant importance. It is agreed that the Employer is entitled to make any changes to comply with the requirements of the BCLC, or any other legislation, policies, directives or regulations of any level of government which apply to the operation of the Employer.

(c) In the event that federal or provincial legislation, Orders in Council, regulations, or BCLC 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 invalidated, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or BCLC Policies. The Employer will provide the Union with information regarding changes

and amendments to the BCLC policies that are relevant to and impact the collective agreement, unless prohibited from doing so by the BCLC or other regulations and policies.

(d) The parties agree these regulatory requirements and all other applicable laws and regulations will be followed and adhered to by employees, and that any violation may result in discipline up to and including discharge.

(e) Employees are required to submit their GPEB renewal applications for processing, as set out by the GPEB, to Human Resources a minimum of six weeks before their GPEB registration is to expire, or as otherwise required by GPEB. Employees are responsible for all costs associated with obtaining and renewing their GPEB applications.

(f) The parties agree that an employee must have licences and gaming clearances required by regulatory authorities as a condition of employment. An employee who is being investigated by GPEB or any other regulatory authority, will be suspended without pay until such time as GPEB or other regulatory authority issue their decision. An employee whose registration and/or necessary gaming clearances are cancelled or removed by the regulatory authority will be discharged.

## **ARTICLE 23 - JOB POSTINGS**

### **23.1 Posting Procedure**

(a) The Employer will post all permanent hourly vacancies within the bargaining unit on the employer bulletin board.

(b) Job postings shall be posted for a minimum of seven calendar days. The closing date shall be identified on all job postings.

(c) Postings pursuant to this article shall contain the following information: title of position, main duties, qualifications, and process for submitting applications. Such qualifications will be relevant to the posted position.

(d) All applications for posted positions within the bargaining unit shall be in writing on the internal application form provided by the Employer. Employees must be in their current position for at least six months before they can apply for a new position. Once the application form is completed by the employee, it will be forwarded to their manager for review and sign off. Whether or not the manager signs off on the application it will be forwarded to Human Resources. Human Resources will review the application to confirm that the candidate meets the minimum qualifications and in addition will review the application in consideration of the factors listed in (e) below to determine if the employee's application will be accepted.

(e) The factors to be considered when filling a vacancy with an internal bargaining unit candidate shall include, but not be limited to:

- (1) skills, abilities, experience, and qualifications;
- (2) performance, which includes relevant and current discipline on employees' personnel file;
- (3) seniority with the Employer;

(f) Nothing shall prevent the Employer from posting or filling a vacancy externally, though it is understood by the parties to this agreement that priority will be given to the internal bargaining unit candidate provided the internal bargaining unit candidate has the same or equal skills, experience and qualifications as the external candidate, and provided there is no performance issues as set out in

Clause 23.1 (e) above on the internal bargaining unit candidates' file, that would, in the Employer's view, affect their ability to successfully fulfil the duties of position.

(g) In filling positions under this article above, the successful applicant will be given a trial period of up to three months or 390 hours, whichever occurs later, to determine their suitability to perform the work required.

(h) 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 an equivalent position and rate of pay, without loss of seniority. Any other employee affected thereby will be returned to their former position.

(i) In an employee returns to their former position, as outlined in (h) above they will be placed on the bottom of their job code seniority until the next schedule pick at which time their scheduling seniority prior to the trial period will be recognized.

### **23.2 Notification**

Unsuccessful employee applicants to posted positions will be notified they have not been successful in their application.

## **ARTICLE 24 - TRAINING**

### **24.1 Training Posting Procedure**

The Employer may at its discretion determine whether to offer job related training, when training shall occur, and the content of any such training.

(a) All course postings will indicate the specific training being offered. The training opportunity shall be posted for a minimum of seven days.

(b) All applicants for posted training shall be required to sign up on a form provided by the Employer. Application forms may be emailed by an applicant to an individual designated by the Employer to receive such forms.

(c) Successful applicants shall be given seven days' notice prior to the commencement of any training. Applicants must be available to attend the entire length of the course

(d) The selection of applicants will be based on the following criteria listed in order of importance: skills assessment, performance, and then seniority.

(e) The number of bargaining unit applicants who can be accepted for a training opportunity will depend on the number of applicants from various departments, in order to ensure sufficient employees remaining in each job code, and are available to meet the Employer's operating needs.

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

### **24.2 Employer-Mandated Training**

(a) For employer-mandated training, the Employer will pay for the cost of training courses, and the employee's time for attendance at such training, will be paid at the employee's regular rate of pay.

- (b) Career advancement training in which the Employer has selected employees for such training will be paid by the Employer.
- (c) Time spent to complete assignments, homework, or other preparation will be completed on the employee's own time.
- (d) Employees required to renew mandated certifications will be provided a reminder notice by the Employer.

### **24.3 Regulatory Training**

- (a) All BCLC mandated training, or training by other regulatory authorities will be required to be completed on the employee's own time and will not be paid by the Employer. In situations where employees do not have a computer/internet to complete mandated training, the Employer will provide reasonable access to employer-owned computers/internet in order for employees to successfully complete mandated training.
- (b) The Employer will post a list every two months, providing employees notice that their regulatory or mandated training is about to expire. Employees must ensure their training and certifications are renewed at least two weeks prior to its expiry.

### **24.4 Security Training**

The Employer will pay for the cost of training courses for security officers and security supervisors. The time for attendance at such training will be paid at the employee's regular rate of pay. The Employer will not be responsible for paying employee time to complete assignments, extra homework or other preparation.

## **ARTICLE 25 - WORK CLOTHING**

### **25.1 Uniforms**

Where the Employer provides specific clothing which the employee is required to wear, such clothing will be supplied to the employee at no cost. Uniforms will be repaired or replaced when no longer serviceable at no cost to the employee. New shirts will be provided when required.

### **25.2 Cleaning Allowance**

Employees required to clean their uniform will be provided the following:

- 75¢ per shift for supervisors and Security Officers;
- 50¢ per shift for all other employees

### **25.3 Personal Effects**

The Employer agrees to provide a lunchroom, and facilities to store employees' personal effects while they are at work.



**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES (SECURITY)****26.1 Paydays**

Employees will be paid every second Friday by direct deposit. Payment will include all wages earned during the pay period.

**26.2 Work in Two Job Codes**

An employee who is scheduled or assigned to perform work in a higher rated job code shall receive the higher rate while performing work in that job code and for all hours worked in the higher rated job code unless the employee goes home early.

An employee who is required by the Employer to work in a lower rated job code shall be paid at their primary job rate while performing work in that lower job code, but if the employee requests work or at the time of the schedule pick selection agrees to maximize their shifts by working in a lower rated job code, the employee shall be paid at the rate for the lower job code.

**26.3 General Wage Increases Shall Be as Follows**

- Effective Date of Ratification Wages as per Appendix A
- Effective February 27, 2022 - 2%
- Effective February 27, 2023 - 2%

These wage increases are calculated and set out at Appendix A. Every step of the wage grid will receive wage increases as set out in Appendix A.

**26.4 Wage Scales for Employees**

The parties agree that employees will be paid in accordance with Appendix A.

All employees will progress up the wage scale, effective February 27 of each year, during the term of this agreement until they have reached Step 4.

**ARTICLE 27 - NEW JOB CODE CLASSIFICATIONS WAGE RATES****27.1 New Jobs or Classifications**

If the Employer establishes a new job code classification in the bargaining unit which is not included in Appendix A of this agreement, the Employer will notify the Union of the new position and the wage rate for the new position. The Union and the Employer will then discuss the wage rate for the new position, and if the parties agree on the new wage rate, it will be added to Appendix A. 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.

**ARTICLE 28 - NO CONTRACTING OUT****28.1 No Contracting Out**

The Employer will not contract out any work performed by employees in the bargaining unit when there are employees available to perform the work required.

## ARTICLE 29 - HEALTH AND WELFARE

### 29.1 Premium Payments

Effective the first day of the month after an employee completes their probationary period, eligible employees will be enrolled in the Employer's group health and benefits plan. The Employer pays 100% of the monthly premiums for single coverage, and the employee pays the increased premium amount in the event they elect family coverage.

### 29.2 Health and Benefits Plans

The Employer will pay 100% of the premiums for single coverage for all eligible employees for the following benefits:

- (a) Life Insurance;
- (b) Accidental Death and Dismemberment;
- (c) Extended Health, including prescription drugs and out-of-province benefit coverage; the Employer shall provide access to a Direct Pay Card for services covered;
- (d) Vision Care Benefits, deductible not applicable. Maximum \$200 every 24 months if age 18 or older and every 12 months if age 17 or younger. Covers prescribed eyeglasses, contact lenses, laser eye corrective surgery, prescription sunglasses and prescription safety glasses. Annual eye examinations are covered separately up to the reasonable and customary fees.
- (e) Dental Care Benefits;
- (f) *Long-Term Disability Plan coverage* - Qualification period of 35 hours per week and one year continued employment.

### 29.3 Benefit Entitlement

- (a) In order to be eligible for extended health benefits under the collective agreement, employees must be compensated by the Employer for a minimum of 24 straight-time hours per week consistently during the six-month period prior to joining the group benefit plan. In order to qualify for LTD, employees must work 35 hours per week after one year of continued employment.
- (b) Benefit eligibility may cease if an employee does not consistently work the required 24 hours per week minimum. Eligibility will be reviewed every six months and based on the previous six months average hours worked.

### 29.4 Benefits Continuation

- (a) Benefits will cease on the first of the month following the commencement of unpaid leave from work, unless the employee opts to maintain benefits and pay all premiums.
- (b) Benefits will continue to be provided by the Employer in the case of maternity and parental, medical and other paid leaves but the employee will be required to pay their portion of the premiums by providing post-dated cheques. In the event the employee does not pay their portion of the premiums, the Employer will be under no obligation whatsoever to continue the benefits.
- (c) Benefits cease immediately upon termination or resignation of employment.

**29.5 Employee and Family Assistance Program**

An Employee and Family Assistance Program, for employees and members of their immediate family, will be provided.

**29.6 Benefit Provider**

The Employer shall have the right to change benefit carriers during the term of this collective agreement provided the same benefits are provided.

**ARTICLE 30 - TERM OF AGREEMENT****30.1 Duration**

(a) The duration of this agreement shall be from date of Ratification expiring on February 26, 2024.

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;

(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.

**30.2 Strikes and Lockouts**

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

**SIGNED ON BEHALF OF  
THE UNION:**

DocuSigned by:  
*Stephanie Smith*  
8B01B367B8FF46D...  
Stephanie Smith  
President

DocuSigned by:  
*Deanne Terpenning*  
EE448A12FED94D1...  
Deanne Terpenning  
Bargaining Committee Member

DocuSigned by:  
*Gary Bennett*  
8F92328432F1493...  
Gary Bennett  
Senior Staff Representative - Negotiations

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:  
*shawn.duncan@gcgaming.com.*  
EDC147086A9C4DF...  
Shawn Duncan  
Regional Vice President of Operations

DocuSigned by:  
*Rose Fong*  
29B956BD135E423...  
Rose Fong  
Regional General Manager

DocuSigned by:  
*Samantha Liu*  
45490D9BB4404B5...  
Samantha Liu  
Advisor, Labour Relations

Date: September 9, 2022

**APPENDIX A - SECURITY  
Wage Rates**

**Wage Grid effective (Date of Ratification):**

Classification	Step 1	Step 2	Step 3	Step 4
Security Officer	\$19.55	\$20.70	\$21.85	\$23.00
Security Supervisor	\$22.10	\$23.40	\$24.70	\$26.00

*Security employees will be placed on the grid (Appendix A - Security) at the closest step not less than their current rate of pay.*

\*\*\*\*Incoming professionals with the required skill and ability (as determined by the Employer) may be paid up to the Step 2 rate for their job code at the outset of their employment.

**MEMORANDUM OF UNDERSTANDING #1  
Pension Plan**

\*Dates to be changed to reflect post reopening plus five months.

For the first year of this collective agreement all employees will continue in the Employer's current employee pension plan. Membership in the Employer's pension plan will continue to be mandatory effective first day of the seventh month of the employee's employment.

The Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

Following a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan

Enrolment will take place one year following the date of ratification. Employees in the bargaining unit will have the option of staying with the Employer's Registered Pension Plan (RPP) or move to the BCGEU Pension Plan. All new employees hired after (February 26, 2021) will be required to be in the Union's pension plan and will not be offered the Employer's RPP Plan.

Effective one year following February 27, 2020, subject to the approval of the Employer's application on behalf of employees for membership in the BC Target Benefit Pension Plan, employees who are members of the Employer's RPP Plan will have the option to stay in the Employer's RPP Plan or to cease participation in the RPP Plan and enroll in the BC Target Benefit Pension Plan.

At the time when an employee enrolls in the BC Target Benefit Pension Plan, they will no longer be permitted to make contributions into the Employer's RPP; however, their account balances as of that time that their participation in the Employer's RPP ceases still remain in the Employer's RPP and continue to be subject to the terms of the Employer's RPP and governing regulations.

Employees will make a mandatory contribution of 2% of their base wages (not including tips). The Employer will match the employee's contribution of 2%. At no time during the term of this collective agreement will the Employer be required to contribute an amount in excess of 2%. In addition, employees may make additional voluntary contributions to a maximum of the CRA pension contribution limits less 4% (the 2% mandatory employee contribution plus the 2% Employer match). Voluntary contributions will not be subject to Employer matching contribution.

The Employer will contribute all funds in accordance with the BC Target Pension Plan and applicable provincial legislation. The Employer will maintain the Employer's RPP for all employees who remain enrolled in the Employer's RPP Plan.

All Employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable provincial legislation.

The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

The information will be provided as follows:

- (a) SIN
- (b) Name
- (c) Employee contribution amount
- (d) Employer contribution amount

## **MEMORANDUM OF UNDERSTANDING #2 Code of Conduct and Whistle Blower Policy**

The Employer has a Corporate Ethics and Conduct Manual (the "*Ethics Manual*") which shall continue to apply and be applicable to all bargaining unit employees.

The Ethics Manual also includes a Whistler Blower Policy which shall continue to apply and be applicable to all bargaining unit employees.