

COLLECTIVE AGREEMENT

between

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 2009**

and

PLAYTIME GAMING GROUP INC.

March 1, 2020 – February 28, 2024

**Errors & Omissions Excepted
cope-343/vbh**

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COLLECTIVE AGREEMENT

BETWEEN: **PLAYTIME GAMING GROUP INC.**

(hereinafter referred to as "the Employer")

AND: **UNITED STEELWORKERS**
(ON BEHALF OF LOCAL UNION 2009)

(hereinafter referred to as "the Union")

WHEREAS it is the Intent and purpose of the Parties hereto that this Agreement will promote and improve Industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

The marginal section and article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.
- 1.03 Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to it at its operating address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Local Union at its registered address.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Employer at 30835 Peardonville Road, Abbotsford, B.C., except office staff, managers and those employees excluded by the Labour Relations Code of British Columbia.
- 2.02
 - a) The Employer will not use non-union bargaining unit personnel to perform work within the jurisdiction of the bargaining unit unless explicitly described in Articles 2.02 b) through d).
 - b) Charity Representatives/Volunteers may perform the duties required of them in accordance with the gaming regulations but shall not perform any additional duties to the degree that they displace bargaining unit employees and they shall not be part of the bargaining unit or be paid a salary by the Employer.
 - c) No employee shall have their scheduled hours reduced or be laid off or have recall deferred as a result of the Employer utilizing the services of volunteers.

- d) The Employer agrees that Management and Office Staff will not be assigned shifts of bargaining unit work except as follows:
 - (I) The Employer will make every effort to obtain sufficient bargaining unit employees to perform the work. A call list will be established to ensure compliance. In cases of emergency, managers/office staff may fill in for bargaining unit employees, if no bargaining unit employee is available.
 - (II) In the case of work which is shared between the bargaining unit and management/office staff. (Pull and count).

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that the Employer has an undisputed right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement. This right includes, but is not limited to, the right to hire, retire, promote, demote, transfer, lay off, discipline and discharge for cause; the determination of the extent to which, the methods by which, and the hours during which operations will from time to time be carried on; the determination of the numbers and classifications of employees required for any and all operations; the right to determine the qualifications required for each classification, the extent to which any individual meets those qualifications and to assess the performance of each and every employee; the right to make, publish and enforce rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the employers facilities, equipment, and operation. Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement. Nor shall they use these rights to discriminate against an employee or group of employees.

ARTICLE 4 - UNION SECURITY

4.01 Membership

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment.

- (a) Authorize the Employer in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.
- (b) Become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) Complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Employer of any changes in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.

- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e., W.C.B., W.I., laid off, etc.

- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:

(i) United Steelworkers, Local 2009
Attn: Financial Secretary office@usw2009.ca

- (f) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).

- (g) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 Union Officers, Representatives of Members shall not hold meetings on the Employer premises or engage in any union activity on the Employer time without permission from the Employer.

4.04 A member of the Union's Local Executive or the Shop Steward, shall be given the opportunity, during regular working hours, to meet with each new employee within the first month of their employment for the purpose of acquainting them with the local union and Collective Agreement. The Union agrees there shall be no undue disruption of work and such meetings will be limited to a one (1) hour maximum.

- 4.05**
- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.**
 - b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.**
 - c) The Employer shall be notified by the Union of the names of the Shop Steward, and any changes made thereto.**
 - d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees which may include the Unit President.**
 - e) When the legitimate business of a Grievance Committeeman, Shop Steward or Safety Committeeman requires them to leave their department, they shall first receive permission from their manager. Such permission shall not be unreasonably withheld.**

- f) **The Employer agrees that Stewards, Grievance Committeemen and Safety Committeemen shall not suffer loss of pay for time spent meeting with management.**

4.06 Negotiation Committee

- a) **The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, who shall be regular employees of the Employer, along with representatives of the International Union.**
- b) **The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.**
- c) **The Employer agrees to allow members of the Negotiating Committee the time off work without pay on each day the Committee is scheduled to meet with members of the Management.**

4.07 Notification to Union

- a) **The Employer agrees to notify the Union Steward or Grievance Committee person when disciplining, discharging, laying off, promoting or demoting any employee. In the case of discipline, a Union Steward shall be present, provided the disciplinary action is not unreasonably delayed.**
- b) **The Employer will provide the Employee with a written copy of all correspondence that is to be placed on his or her file. Both parties shall sign, or initial and date the document at the time it changes hands. Both parties agree that the signing and dating of the document does not signify acceptance of its contents but that it merely established the receipt of the document.**

4.08 Union Representative If an authorized representative, who is not employed by the Employer, wants to speak to a Local Union Representative about a grievance or other official business, he shall advise the Employer Management or the designated representative, who shall then call the Local Union Representative to an appropriate place at an appropriate time where they may confer privately.

4.09 Picket Line No employee shall be disciplined for refusing to cross a legal picket line which has been recognized by the Union.

ARTICLE 5 - HOURS OF WORK

5.01 Definition of Work Week and Day A work week shall be defined as one calendar week which commences at 12:01 a.m. local time Sunday. Hours worked past midnight Saturday on a work day that commenced on Saturday will be considered part of the prior work week.

A work day is defined by a calendar day commencing at 12:00 a.m. local time extending to 11:59 p.m. local time

It is understood that shifts which 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.

It is further agreed that there will be a minimum of eight (8) hours between shifts.

5.02 **Definition of a Shift** A shift is defined as a minimum of four (4) continuous hours to a maximum of eight (8) hours, unless otherwise mutually agreed.

There shall be no scheduled split shifts.

Should the employer require an averaging agreement they will provide written notice of the shift durations to the Union.

On receipt of the Employer's proposal, the Union will provide a written decision within four (4) weeks.

5.03 The Employer will post schedules bi-weekly a minimum of seven (7) days prior to the schedule coming into effect. The Employer may change the shifts of individuals upon providing written notice at least seven (7) days in advance. In the event the Employer does not provide sufficient notice the employee shall have the right to refuse and will not suffer any loss of earnings.

5.04 **Shift Trades** An employee who wishes to trade shifts with another competent person of the same classification may do so with approval from the Employer.

5.05 **Operational Requirements** The Employer does not guarantee to provide work. Employees may be sent home by the Employer in reverse order of seniority within their classification with a minimum of four (4) hours pay for that shift, or may be permitted to leave at their own request, prior to their scheduled finishing time in which case they will only be paid for hours actually worked during the shift in question.

5.06 **Overtime** Overtime rates will only be paid in those cases where an employee works in excess of eight (8) hours in a work day or forty (40) hours in a work week. Overtime hours worked in a work day shall not be counted in determining weekly overtime.

5.07 **Overtime Rates** Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day, that employee shall be paid at one-and-one half (1 1/2) times their basic straight-time hourly rate for the first three (3) hours of eligible overtime worked in a work day and two (2) times basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of three (3) in a work day. An employee who is eligible for overtime payment for working in excess of forty (40) hours in a work week shall be paid at one-and-one half (1 1/2) times their basic straight-time hourly rate for the first eight (8) hours of eligible overtime worked in a work week and two (2) times their basic straight-time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) in a work week.

5.08 All overtime shall be voluntary except in the event of an emergency. An employee who uses seniority to take a shift that has an overtime component is required to work the entire shift.

5.09 Employees will not be permitted to select shifts or hours of work that will result in overtime being paid unless mutually agreed to by the Employer. The Employer will assign work in such a way as to limit the amount of overtime worked.

5.10 Employees required to attend mandatory staff meetings or training shall be paid a minimum of two (2) hours at their regular rate of pay.

5.11 **Overtime Banking** Employees may bank overtime hours worked to be taken as time off on the following basis:

- a) The bank shall be recorded in dollars at the rate it was banked to a maximum of one thousand dollars (\$1000.00) per year. Banked time may be taken out at any hourly rate that the employee would normally receive for performing work.
- b) An employee shall have the option of having all monies banked paid out on December 15th of each year or carry them over into the following year.

- c) **Banked time off must be taken off at a time mutually agreed between the Employer and the employee, subject to operational requirements. Employees must request banked time off a minimum of fourteen (14) days prior to the time requested.**
- d) **Banked monies will be paid out prior to December 15th if the employee so requests in writing. Such requests will be made in writing at least seven (7) days in advance and will be paid with the next payroll.**
- e) **Overtime bank sign-up sheets only apply to regular overtime and do not apply to Paid Holidays.**

5.12 Rest Periods Employees shall receive paid rest periods as follows:

- 1) **More than three (3) hours but not more than four (4) hours worked - one (1) fifteen minute paid rest period.**
- 2) **More than four (4) hours but not more than eight (8) hours worked - two (2) twenty (20) minute rest periods.**
- 3) **More than eight (8) hours - two (2) fifteen minute paid rest periods and one thirty (30) minute unpaid meal break - (for Floor shifts only)**
- 4) **One additional fifteen (15) minute paid rest period for each two (2) hours worked in excess of eight (8) hours.**

The current practice regarding breaks for Co-ordinators, Callers and Cashiers shall continue without change unless mutually agreed otherwise.

ARTICLE 6 - PAID HOLIDAYS

6.01 a) An employee shall receive pay as determined pursuant to Articles 6.02 and 6.03 for the following Paid Holidays (or any day proclaimed in lieu thereof):

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 7. Good Friday |
| 2. Victoria Day | 8. Canada Day |
| 3. B.C. Day | 9. Labour Day |
| 4. Thanksgiving Day | 10. Remembrance Day |
| 5. Christmas Day | 11. Boxing Day |
| 6. Family Day | |

and any other paid holidays proclaimed by the Government of British Columbia or Canada.

b) The Employer shall post a list informing employee of the days the business will be closed for the above paid holidays. An annual list shall be posted by January 31st of each year for the following twelve (12) month period, provided that changes to the list may be made at any time with sixty (60) days notice.

6.02 An employee who qualifies for paid holiday pay in accordance with Article 6.04 below will receive such paid holiday pay on the following basis:

Employees working a regular schedule of hours will receive holiday pay in an amount equal to their regularly scheduled daily straight-time wages provided the employee has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday. An employee who does not have a regular schedule and who has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday shall have holiday pay determined by dividing the employee straight time wages for the thirty (30) day period by the number of days worked. Employees who have not worked on fifteen

(15) of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing such employees straight time wages over the thirty (30) day period by fifteen (15).

- 6.03** To be eligible for the Paid Holiday pay an employee must have been employed for thirty (30) days and must have worked their scheduled regular day of work preceding or their regular day of work following the holiday unless they were on an approved leave of absence including a medical leave absence.
- 6.04** Where an employee is scheduled to work on a Paid Holiday as specified in 6.01, they shall be paid one and one half (1 1/2) times the employees' basic hourly rate of pay for all hours worked, (subject to Article 5) in addition to any holiday pay they are entitled to in accordance with 6.02.
- 6.05** Where a Paid Holiday falls on a day that an employee is not scheduled to work, the employee shall receive holiday pay in accordance with Article 6.02 and may take a substitute day off without pay in lieu of the holiday. Days in lieu shall be scheduled at a mutually agreed time. Unused days in lieu will be cancelled one year from the day earned.
- 6.06** In calculating holiday pay as per 6.02, should an employee have been on vacation during the qualifying period, then those days shall be considered as work days for the purpose of this Article.
- 6.07** Employees not actively employed because of :
- a) lay-off
 - b) unpaid leave of absence
 - c) illness/injury and not eligible for W.C.B. for the involved holiday

and who work sometime within the fourteen (14) day period prior to the paid holiday(s) in question will qualify for holiday pay for such holidays.

6.08 Paid Holiday During Employee's Vacation

- a) Should any paid holiday occur during an employee's vacation period, the formula in 6.02 shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off without pay, either the working day preceding or the working day following the vacation period.
- b) Should a paid holiday fall during the first week immediately following the end of an employee's vacation the formula in 6.02 will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- c) Should a paid holiday fall during the second week immediately following the end of an employee's vacation the formula in 6.02 will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

6.09 Banking of Hours Worked on Paid Holidays

Employees may bank hours worked on Paid Holidays. Banked hours on Paid Holidays are accrued at the rate of 1.5 times in accordance with Article 6.04. In order to bank hours for Paid Holidays, the employee must notify management in writing no later than the Friday before the payday on which the Paid Holiday would appear. If notification is not received, then the employee will be paid as per Article 6.04.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01** For each completed year of work during the first four (4) years of continuous service, an employee shall earn an annual vacation of two (2) weeks and shall receive vacation pay equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.
- 7.02** For the fifth (5th) and subsequent years of continuous service completed, an employee shall earn three (3) weeks of vacation and receive vacation pay that is equal to six percent (6%) of gross earnings for the year in which the entitlement is earned.
- 7.03** Effective March 1, 2005, for the tenth (10th) and subsequent years of continuous service completed, an employee shall earn four (4) weeks of vacation and receive vacation pay that is equal to eight (8) percent of gross earnings for the year in which the entitlement is earned.
- 7.04** In the event that an Employee's employment is terminated during the course of a working year in respect of which they have not received an annual vacation, they shall receive the appropriate percentage of their gross pay earned during the portion of the year that they have worked.
- 7.05** The Employer will post a vacation schedule sheet no later than March 1st.

Vacations will be scheduled by May 1st of each year for the period of June 1st to September 30th, and by November 1st for the period of December 1st to January 15th. The Employer will confirm all annual vacation requests within thirty (30) days of the cut-off dates and once a vacation request has been agreed to, it may only be changed by mutual agreement. For annual vacation requests outside of the two prime periods, the Employer shall confirm the request within two (2) weeks, and the same rules will apply regarding annual vacation changes.

The Employer will determine how many employees in each classification may be off at one time. Employees will have their choice of vacation on the basis of seniority within their classification but no employee will have their second or subsequent choice approved until all other employees within that classification have made their choices, subject to the appropriate cut-off date.

All vacation applications and approvals will be made electronically.

- 7.06** Vacation Pay will only be paid out in conjunction with payroll runs. Requests for vacation pay less than \$300.00 will be included with regular pay, only if an employee specifically requests will a manual cheque be issues for amounts in excess of \$300.00. Requests for vacation pay between normal payroll dates will therefore not be entertained.

ARTICLE 8 – SENIORITY

- 8.01** The seniority of an employee means length of continuous service with the Employer since the employee's last date of hire, except as expressly provided herein. If employees are hired on the same day there will be a lottery with the management and the Union committee (newly hired employees to be present) to determine their order of seniority.
- 8.02** An employee shall not have any seniority, and shall be considered as a probationary employee until they have worked a total of three hundred and sixty (360) hours. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to their date of original hire. The Employer may request an extension of the probationary language and the Union agrees to consider this.
- 8.03** The Parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed that in all transfers and filling of vacancies the senior employee shall be entitled to preference, subject to seniority and competency to perform the job in question. Any employee so appointed will be entitled to a trial period as specified in Section 16.05 of this Agreement. If during this trial period the employee is found to be unsuitable for the position, the employee shall be returned to the previous position occupied. Any other employee who had been

promoted to fill any vacancy created by the filling of the original vacancy shall also be returned to their previous position.

For the purposes of this Agreement, "competent" shall be defined to mean that the employee has previously successfully completed training for the classification in question under Article 16.08. Where two or more employees are "competent" the senior employee will be given preference. Where no employee is "competent" the employer shall, pursuant to Article 16.08, train the most senior applicant who meets the pre-training criteria for the job. If there is no employee who is interested in the job and who meets the criteria the employer may hire from outside the bargaining unit.

8.04 Seniority will be Maintained and Accumulated During:

- a) occupational injury
- b) absence from employment while serving in the non-permanent armed forces of Canada
- c) absence due to illness or non-occupational injury
- d) jury duty, Union gatherings and collective bargaining negotiations
- e) authorized leave of absence, strike, lockout
- f) lay-off for the following periods, after which an employee's seniority will terminate:
 - 1. Less than 12 months seniority - 6 months
 - 2. Over 12 and less than 60 months seniority - 12 months
 - 3. Over 60 months seniority - 24 months

8.05 Seniority Standing will be Cancelled If an Employee:

- a) voluntarily quits the employ of the Employer.
- b) over-stays authorized leave of absence except by reasons of force majeure.
- c) is discharged and not reinstated under the terms of this Agreement.
- d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.
- e) is still on lay-off and the seniority retention period has elapsed as described in 8.03 (f).
- f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

8.06 a) Layoffs Layoffs will occur in the reverse order of seniority among employees occupying classifications from which the Employer determines that layoffs will occur. An employee so laid off will be permitted to bump the junior person in another classification provided the laid off employee is "competent" to perform the work.

b) Notice of Layoff All employees shall be given in writing one week's notice of lay-off or salary in lieu of notice. The period of notice shall not coincide with an employee's annual vacation.

8.07 Recall Procedure Laid off employees with seniority will be given the first opportunity to be rehired provided they are competent to perform the work they are being recalled for. Employees will be notified of recall by telephone, courier, or other type of message and confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the confirmation of notification. Written notification will also be given to the Union Chair.

8.08 a) Seniority Lists The Employer will prepare Seniority lists of all employees and present them to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not dispute their status in writing, within sixty (60) days of posting. Seniority lists will commence with the most senior employee, to the most junior employee, and contain the following information:

1. employee's name and clock number
2. employee's starting date
3. employee's length of service in years and days
4. Employee's regular classification and regular rate of pay
5. Probationary employees will also be shown on the list.

b) **Seniority Lists – Additional Revised** lists will be sent to the Union as required. The Union agrees not to request such lists more frequently than once each four (4) months except during the months of April through September when they will be supplied each month if requested.

8.09 In the event legislation governing lay-offs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.

8.10 While the Employer is entitled to schedule shifts of various lengths as set out in Article 5 the minimum length for a shift shall be four (4) hours. The Employer will endeavour to maximize the length of a shift before instituting one of lesser duration, taking into consideration the operating needs of the business, for example: an employee will be allowed to use their seniority to maximize their hours of work and the Employer will make an earnest effort to make these hours available.

8.11 The Employer agrees to recognize senior employees with respect to assignment and number of shifts and number of hours taking into consideration the operating needs of the business. All posted shifts shall be assigned and where no employee signs up for a specific shift, or block of shifts, the Employer shall assign a qualified employee to work that shift, in reverse order of seniority.

8.12 Security

- a) Surveillance officers are not a part of the bargaining unit.
- b) The Security Manager is not part of the bargaining unit but may perform bargaining unit work in the security department when:
 - (i) Outside of normally scheduled hours.
 - (ii) Emergency issues as per section 2.02 d) i)
- c) Hiring, lay-offs and recall shall be strictly within the Security Department. No employee may post or bump out of the Security Department. No employee may post or bump out of the Security Department. No employee may bump into the Security Department.
- d) The Company will pay for the required initial Security training program. If, however, the employee leaves the employ of the company within two (2) years they may be required to repay the cost of the course on a prorated basis depending upon their length of service.

ARTICLE 9 – OCCUPATIONAL HEALTHY & SAFETY

- 9.01 Health & Safety – Responsibility** The Company and the Union shall continue to make reasonable provisions for the health and safety of its employees during the hours of employment. It is agreed that Part 2 of the *BC Workers Compensation Act*, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The Employer and the Union agree to abide by those provisions unless this agreement provides otherwise.
- 9.02 Joint Health & Safety Committee** The Company and the Union shall establish a Joint Health and Safety Committee, consisting of a minimum of two (2) management representatives and a number of employees selected by the Union equal to or greater than the number of management representatives.
- Union Health and Safety Committee members shall be entitled to paid leave each year, as per the *BC Workers Compensation Act*, to attend Health & Safety Education and Training Programs.
- 9.03 Duties of the Joint Health & Safety Committee** The general duties of the Joint Health & Safety Committee will be to ensure compliance with the provisions of *BC Workers Compensation Act*, and the Occupational Health & Safety Regulation, including but not limited to:
- a) To make a formal inspection monthly of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
 - b) To promptly investigate all accidents, and any unsafe conditions or practices which may be reported. Such investigations shall include accidents which might have caused an injury to a worker, whether such injury occurred. Any injury requiring medical attention will receive the medical attention before an investigation is conducted.
 - c) To hold regular monthly meetings for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections. All safety meetings and tours will take place during working hours.
- 9.04 No disciplinary action** No disciplinary action shall be taken against any Employee by reason of the fact that the Employee has exercised a right(s) under the *Workers Compensation Act* respecting the Occupational Health & Safety Regulation.
- 9.05 Equipment** The Employer shall supply fatigue mats and/or chairs/or stools for cashiers, podium sales and paper control.
- 9.06 Injured Employee – Reporting Procedure** Any employee suffering an injury while at work must report immediately to the First Aid Attendant or as soon thereafter as possible.
- 9.07 Injured Employees – Transportation** Employees injured on the job will be provided with free transportation by the Company to or from a doctor's office, or a hospital, and if the injury is serious, will be accompanied by a person with the knowledge of first aid. The Company will supply the employee with free transportation home, if this is deemed necessary by the First Aid Attendant.

9.08 Wages – First Day of Injury and Subsequent Treatment If an employee is injured on the job, the Company will maintain their normal daily earnings for the day of injury. If it is necessary for an employee to receive medical treatment after their return to work following an industrial injury, they shall be paid for any time lost from regular shift hours to attend such appointment.

9.09 Refusal of Unsafe Work

- a) Notwithstanding the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- b) When a worker has refused to perform work under Paragraph a) it is agreed that the procedures of Section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.
- c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of Section 3.12 of the Occupational Health and Safety Regulation, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless:
 - i) The Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard.
 - ii) The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - iii) The other worker has been advised of their right to refuse unsafe work.
- d) An employee may be temporarily assigned to alternative work, if available, at no loss in pay until the matter is resolved.

9.10 Serious Incidents and Fatalities

- a) If a serious injury or workplace fatality occurs, the Company shall notify the President of the Local Union in order that they may designate two (2) representatives either from the Local Union or USW District 3 Office who shall, if available, with twenty-four (24) hours of such serious injury or fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- b) Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

9.11 Psychological Health and Safety

The parties agree that employees have the right to physiologically and psychologically safe working conditions. The employer shall prevent and/or correct any situation which may compromise an employee's physiological or psychological health and safety.

9.12 Return to Work/Stay at Work

The Employer and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The Employer shall notify the Union whenever there is a request for accommodation. The Employer and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

9.13 Personal Security

Employees who handle cash or who may be exposed to aggressive conduct shall be provided with the required information and instructions to properly handle these situations.

As necessary, the Employer will arrange for training to be provided by the appropriate agencies.

Any incidents of aggressive behaviour shall be reported immediately to Management and Management will take immediate and appropriate action.

- 9.14 The Company will supply gloves for all employees doing the pull. If an employee wants to purchase their own gloves, the Employer will reimburse to a maximum of \$20.00 twice per calendar year.

ARTICLE 10 – HUMAN RIGHTS & BULLYING AND HARASSMENT

- 10.01 a) **Human Rights** The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee provided that the Employer has just and reasonable cause to discipline.
- b) The Employer agrees to contribute \$500 during the term of the Collective Agreement to cover the cost of an Anti-Harassment Training Course that will be made available to all bargaining unit employees and management personnel. The Course will be presented by the United Steelworkers, and shall be taken on the employee's own time.
- 10.02 **Non - Discrimination** There shall be no discrimination by the Employer or its representatives or the Union or its representatives and members against any employee or employee representative because of membership or because of age, marital or parental status, family relationship, race, national or ethnic origin, ancestry, citizenship, place of residence, colour, sex, sexual orientation, religious belief, political affiliation, conviction for which a pardon has been granted, and physical or mental disability unrelated to job performance, except to the degree that such discrimination is permitted or required by applicable legislation.
- 10.03 Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.
- 10.04 **Harassment**
- a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer shall take such actions as are necessary respecting an employee or an Employer representative engaging in sexual or personal harassment.

- b) Sexual harassment means sexually orientated verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- touching, patting or other physical contact;
 - leering, staring or the making of sexual gestures;
 - demands for sexual favours;
 - verbal abuse or threats;
 - unwanted assault of a sexual nature;
 - distribution or display of sexual or offensive pictures or material;
 - unwanted questions or comments of a sexual nature;
 - practical jokes of a sexual nature.
- c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal.
- e) Both males and females can be sexually harassed by members of either sex.
- f) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political affiliation, religion, marital status, family status or as defined by the Human Rights Code, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but not be limited to:
- physical threats or intimidation;
 - word, gestures, actions or practical jokes, the nature and consequence of which is to humiliate, alarm or abuse another person;
 - distribution or display of offensive pictures or materials.
- g) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- h) Personal harassment does not include actions occasioned through the exercising of good faith, of the Employer's supervisory rights and responsibilities.
- i) **Harassment Complaint Procedures**

A person who considers that they have been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Employer's management team within thirty (30) days of the latest alleged occurrence.

Upon receipt of the written complaint, the Employer shall advise the designated Union Staff Representative.

An alleged offender shall be given notice of the substance of such a complaint under this clause, and upon request shall be entitled to be represented by the Union at any meeting with the Employer under this clause.

The Employer shall attempt to resolve the matter between the Parties.

- j) If the Employer is unsuccessful in resolving the matter, then an Employer designate and a Union Representative shall jointly investigate the complaint and shall submit their reports to the Employer in writing within thirty (30) days of the referral of the complaint by the Employee. The Employer shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- k) Pending determination of the complaint, the Employer may take interim measures deemed necessary after consultation with the Union.
- l) if the complainant and the investigators agree that the conduct in questions is not workplace harassment as defined in this Article, the investigators shall take no further action.
- m) Where any Party to the proceeding is not satisfied with the findings of whether or not harassment has occurred or with the Employer's response, the matters may be referred to an independent adjudicator for a final resolution. However, the recommendations of the adjudicator will not be binding upon either the Union or the Employer. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.
- n) An employee of the Employer who considers that they have been subjected to workplace harassment by a person who is not a member or employee of the Employer shall seek advice of their immediate supervisor. The immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.
- o) Where the complaint is determined by the investigating parties, including an independent adjudicator or the arbitrator to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline.
- p) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 11 - GRIEVANCE PROCEDURE & DISCIPLINE

11.01 Definition and Recognition of a Grievance

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

11.02 Prior to initiating a written grievance the employee with or without a Shop Steward may attempt to resolve a problem directly with the Management.

11.03 Grievance Will Be Processed as Follows:

Step 1 The Shop Steward and/or Grievance Committeeman, with or without the aggrieved employee, will attempt to settle the written grievance with the Supervisor (designated by the Employer) involved in the dispute.

If the grievance is not settled at Step 1 the Employer representative present at the meeting will relate to the Union, in writing, the Employer's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 2.

Step 2 Failing a satisfactory settlement at Step 1, the Union may submit the written grievance to the General Manager or his authorized representative. The General Manager, or his authorized representative, accompanied if so desired by other representatives of the Employer, will meet with Union Officer(s) within seven (7) days of the receipt of the grievance with a view to achieving a settlement.

If the grievance is not settled at Step 2, the Employer representative present at the meeting will relate to the Union, in writing, the Employer's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 3.

Step 3 Arbitration

11.04 Time Limits (Working Days) and Steps Will Be As Follows:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
<u>Step 1</u>	Within 14 days of the grievor's knowledge of the occurrence of the grievance	5 days
<u>Step 2</u>	Within 7 days of answer	5 days
<u>Step 3</u>	Within 7 days of answer	5 days

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.05 Management Grievances

a) **Step 1**

The Employer may submit the grievance in writing to the union within fourteen (14) calendar days of becoming aware of the events giving rise to the grievance. The General Manager, or his authorized representative, accompanied if so desired by other representatives of the Employer, may meet with Union Officer(s) within fourteen (14) calendar days of the receipt of the grievance with a view to achieving a settlement. The Union shall reply to the grievance within thirty (30) calendar days after it was received.

b) **Reference to Arbitration**

If a satisfactory settlement is not reached at Step 1, then the Employer may advance the grievance to arbitration provided written notice of such is given to the Union within thirty (30) calendar days following the receipt of the Union's reply at Step 1.

11.06 Discharge Cases If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.07 Warning - Suspension - Discharge An employee may only be warned, suspended or discharged for just cause. Where a suspension is to be served on non-consecutive scheduled work days, such suspension shall not be served on a Statutory Holiday and a minimum of one (1) day per pay period shall be served.

11.08 Group or General Grievances Grievances of a general or group nature will be put in writing and instituted at Step 2.

11.09 Time Limits - Failure to Act If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.10 Grievance Committeemen And Employer Representatives At each of the three grievance steps the Employer and the Union may have equal representation.

- 11.11 Employer Representative - Steps 2 and 3** If an Employer's administrative staff is such that the same Employer representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.
- 11.12 a) Discipline Record** Disciplinary penalties will include written warnings, suspension and discharge. A Shop Steward will be present when an employee is being disciplined provided that this does not result in disciplinary action being unduly delayed. All disciplinary action will be confirmed in writing, with a copy to the Shop Steward.
- b)** An employee's record of verbal and written warnings will not be used after twelve (12) months from date of infraction and an employee's record of suspensions will not be used after twenty-four months from date of infraction providing the employee has incurred no further similar discipline.

ARTICLE 12 - ARBITRATION

- 12.01** Where a difference arises 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 this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.02** Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a single arbitrator that is mutually agreed between the Parties. However, if no arbitrator is agreed to by the parties within 14 days, an arbitrator shall be chosen from the following list:
- 1. Julie Nichols**
 - 2. David McPhillips**
 - 3. Ken Saunders**
 - 4. Chris Sullivan**
- 12.03** The arbitrator shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any employee affected by it.
- 12.04** The arbitrators shall rotate on each subsequent arbitration, but should anyone be unable to act within ninety (90) calendar days, he shall be passed over to the next on the list.
- 12.05** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee, or in which the employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to them and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.06** If during the life of this Agreement, one of the Arbitrator names in 12.02 hereof withdraws from the list, the Parties shall appoint a replacement by mutual agreement in writing.
- 12.07** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.08** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 12.09** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

12.10 A claim by an employee that he has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

- 13.01**
- a) The Employer agrees to pay seventy-five percent (75%) of the premiums required to provide the benefit coverage as set out in this Article. The employee will be responsible for the remaining twenty-five percent (25%).
 - b) The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer agrees to maintain benefits at a comparable level to those outlined in this Article, subject to any requirements placed on these plans by the insurance carrier.
 - c) Subject to the policies of the insurance carriers, benefit coverage will be extended to eligible spouses and dependants.

13.02 To be eligible for participation in any of the following plans, an employee must have completed his/her probationary period and must be regularly scheduled by the Employer to work a minimum of twenty (20) hours per week.

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

- a) **MSP** - Eligible employees may, at their option, be covered by the basic provincial medical plan.
- b) **Dental** - All eligible employees shall be covered under the Dental Plan which provides the following services subject to the terms and conditions of the Plan:
 - 1. **Basic Routine Dental Services (Plan A)** paying eighty percent (80%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year;
 - 2. **Major Restorative (Plan B)** paying fifty percent (50%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year.
 - 3. **Orthodontics (Plan C)** paying at fifty percent (50%) – children only. Co-insurance Lifetime maximum of \$3500.
- c) Eligible employees shall be covered under the Extended Health Care Plan. The Plan will reimburse 80% of eligible expenses subject to the terms and conditions of the Plan and further subject to an annual deductible of \$25.00 for single and \$50.00 for married/family. The maximum lifetime benefit under this Plan is one million dollars (\$1,000,000.00). Eligible expenses will include coverage for paramedical expenses to a maximum of \$500.00 per person per year; eligible prescription drugs.
- d) **Vision Care** The Employer shall provide a Plan which provides for a payment of three hundred dollars (\$300.00) on claims each twenty-four (24) months. The Employer will pay fifty dollars (\$50.00) toward the cost of eye exams in each twenty-four month period.

13.04 An employee who is absent due to illness or injury for a period in excess of one (1) month will have their benefit coverage continued for three (3) months from the commencement of the absence provided that the employee pays their share of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier. An employee will have their benefit coverage continued from the fourth (4th) month of such absences provided that such

continued coverage is approved by the insurance carrier and further provided that the employee pays the full cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier. For employees on WCB the Employer will continue to pay their share of the premiums for the first full twenty-four (24) month period.

- 13.05** An employee who is laid off will have their benefit coverage continued for three months from the date of layoff provided that the employee pays their share of the cost for the three months. Payment of the employee's share must be remitted to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.
- 13.06** Employees with two (2) or more years of service and who are regularly scheduled by the Employer to work a minimum of twenty (20) hours per week shall be entitled to take two (2) sick days per year (October 1st – September 30th)

Unused sick days may be accumulated and carried forward into the next year up to a maximum accumulation of four (4) sick days.

Sick days may only be used for bona fide illnesses or injuries and the Employer reserves the right to require a medical certificate which will be at the employers' expense.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01** **Personal Leave** An employee shall be allowed a leave of absence without pay for personal reasons, if:

- a) They request it in writing from Management, and
- b) The leave is for a good reason, and does not interfere unduly with operations, except in emergency situations when leave shall be granted in any event.

- 14.02** **Union Leave** A maximum of two (2) employees who have been elected or appointed by the Union to attend union conventions or conferences or other union business shall be granted unpaid leave of absence for this purpose. Benefit coverage shall continue to be paid by the Employer during these short leaves of absence to a maximum of eight (8) weeks per year. The Union will notify the Employer in writing, not less than four (4) weeks prior to the start of the leave, of the names of the delegates and such leave shall not exceed three (3) weeks.

- 14.03** **Leave for Union Office**

- a) The Employer will grant an employee leave of absence up to three (3) years to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to commencing this leave. Such leave will be without pay and the Employer will be reimbursed the cost of benefits.
- b) Not more than one (1) employee may be on leave under this Section at any one time and in no instance will two such leaves be granted in any six (6) month period.

- 14.04** **Pregnancy/Parental/Adoption Leave** Pregnancy/parental leave will be granted without pay. Such leave shall be in accordance with the Employment Standards Act of British Columbia.

- 14.05** **Political Leave** Employees shall have time off without pay to run as a candidate for any Federal, Provincial, City or other civic office. If elected to office the Employee will be granted leave without pay or benefits for the duration of the term(s) of office.

- 14.06 Leave When Charged with an Offence** The Employer shall grant leave of absence without pay or benefits to an employee for any period of incarceration due to traffic violation for a period not to exceed twelve (12) months. Special consideration shall be given other cases of incarceration that are less than thirty (30) days.
- 14.07 Bereavement Leave** The Employer will grant regular employees three (3) days leave with pay in the event of a death in the immediate family. Immediate family shall mean: Mother, Father, Son, Daughter, Sister, Brother, Spouse, Father-in-law, Mother-in-law, Grandparents, Grandchildren, Step Parents or Step Children, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law.
- 14.08 Family Emergencies and Family Responsibility Leave** The Employer shall provide a method by which employees shall be immediately notified of family emergencies. **Family Responsibility Leave will be as per the Employment Standards Act.**
- 14.09 Compassionate Leave** An employee will be granted a compassionate care leave as per **Employment Standards Act.**
- 14.10 Critical Illness or Injury Leave** – An employee will be entitled to critical illness or injury leaves as per **Employment Standards Act.**
- 14.11 Reservists' Leave** An employee will be entitled to Reservists' leave as per **Employment Standards Act.**
- 14.12 Jury and Witness Duty** An employee who has attained seniority shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a Crown witness subpoenaed to an appearance. In order to receive pay under this provision, the employee must submit any remuneration received from the Court to the Employer.

ARTICLE 15 - WAGES

15.01 Wage Schedule

- a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.
- b) The rates for the classification set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement.
- 15.02 a) New or Changed Job Classification** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.
- 15.03 Cheque Issue** - Employees shall be paid bi-weekly through direct deposit. Such deposits shall be available to the employees by 8:00 a.m. on Fridays.
- 15.04 Statement of Earnings** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.

15.05 Payment of Wages - Irregular Any employee being discharged, laid off, or leaving of their own accord will be paid all wages due to them as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.

15.06 Pay for Work In Another Classification

- a) Employees temporarily assigned to work at a lower rated classification during a period of time that they had been scheduled to work at a higher classification, shall continue to receive the wage rate of the higher classification for all times actually worked during the period of time they were scheduled to work in the higher classification.
- b) Employees temporarily assigned to a higher rated classification than the classification at which they were originally scheduled to work, shall receive the wage rate of the higher classification for all time actually worked in the higher classification.

15.07 Any payroll errors of fifty dollars (\$50.00) or more will be paid to the employee as soon as practical but not later than two (2) business days (Monday to Friday) after the error has been brought to the attention of the management.

ARTICLE 16 - JOB POSTINGS

16.01 Job Postings (Not Temporary) All vacancies (not temporary) shall be posted on the bulletin board for seven (7) working days.

16.02 Job Openings (Temporary)

- a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of (30) days.
- b) All job openings (temporary) shall be filled in accordance with the principle established in 8.03 of the collective agreement.
- c) **Job Postings:** Temporary vacancies, which are the result of an employee's absence due to sickness and/or injury, exceeding thirty (30) days, but less than fifty-two (52) weeks, shall be posted as per the Job Posting Procedure outlined in Article 16. Such job openings shall be filled in accordance with the principle established in Articles 8.03 of the Collective Agreement.

Upon return to work, an employee who has been absent from work as a result of sickness or injury exceeding thirty (30) days, but less than fifty-two (52) weeks, shall return to their job held prior to the sickness and/or injury. Employees who are displaced due to the return to work of the employee shall return to their former position.

16.03 Job Applications (Delayed) Employees who are going on vacation or any other approved leave, may bid on a job posting which may occur during their absence by filling out a job posting application in duplicate (one copy for the Employer, and one for the Union) signifying the job(s) they are applying for. Their applications will be considered on the same basis as all others provided that the absence does not exceed thirty (30) days from the date of the vacancy being posted.

16.04 Selection of Successful Applicant Preference will be given to applications in accordance with the principles established in Section 8.03 of this Agreement.

16.05 Trial Period The successful applicant will be entitled to a trial period of forty-five (45) days actually worked but not less than fifteen (15) days actually worked.

16.06 Return to Former Job

- a) In the event that an employee is promoted in accordance with the provisions of this Article and within forty-five (45) days of such promotion he is not performing competently or the employee wishes to do so, he will revert to his immediate previous job without loss of seniority.
- b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

16.07 Successful Applicant Notice The name of the successful applicant will be posted no later than seven (7) days after the removal of the Job Posting notice.

16.08 When training for relief of full time positions is to be conducted the Employer will place a Notice of Training on the appropriate bulletin board. This notice will indicate the nature of the position, the pre-training requirements and the training required. The employer will offer the training to the most senior applicant who meets the pre-training requirements. Employees who are trained under this provision must be prepared to be scheduled into relief positions when the need arises.

ARTICLE 17 - SAVINGS CLAUSE

17.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

17.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement they shall submit the matter to arbitration.

ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE

18.01 Establishment of Joint Labour Management Committee

The Employer and the Union hereby agree to establish a Joint Labour Management Committee to consist of two (2) representatives of each Party with each Party selecting its own representatives subject to its sole discretion. This Committee may call upon additional persons for technical information or advice.

18.02 Responsibilities of Committee

- (a) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In referring matters, the Parties will determine whether the subject will be addressed on a standing or ad hoc basis.
- (b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures, contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties.

18.03 Committee Meetings

- (a) In the case of those matters to be addressed on a standing basis, the Committee shall meet at least once every three (3) months. Sub-Committee meetings and Committees to address ad hoc issues shall be scheduled as required by mutual agreement of the Parties.
- (b) The Chair of any committee meeting convened under this Article shall alternate between a Union and Employer representative.

18.04 Minutes of Meeting

Minutes shall be kept of all meetings of the Joint Labour Management Committee and a copy shall be provided to each Committee member, the Employer and the Union.

ARTICLE 19 – GENERAL PROVISIONS

- 19.01 Bulletin Boards** The Union will have the use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards.
- 19.02 Supervisor's Identification** The names of all Supervisors setting forth their official status will be posted on the Employer's bulletin board(s).
- 19.03 Dress Code** Employees are required to wear a white shirt/blouse and black slacks unless the Employer chooses to supply other clothing for employees to wear on the job. The Employer shall continue its practice of supplying aprons and nametags to those employees who require them.
Any employee shall be permitted to wear their hair in the manner they choose, as long as they maintain a neat and clean appearance.
- No restrictions on jewelry except as specified by W.C.B. regulations shall apply
- Employees shall maintain and launder the shirts provided, for which they will be provided a seventy cent (\$.70) laundering allowance per shift.
- 19.04 Humanity Fund** The Employer agrees to deduct twenty dollars (\$20.00) from each employee who authorizes it on October 1st each year and forward to the United Steelworkers Humanity Fund.
- 19.05 Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.
- 19.06 Union Access to Employee Personnel File** A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

19.07 Cash Variances

- a) Employees who handle cash are responsible to ensure that cash variances do not occur. An employee may be disciplined where it can be demonstrated by the Employer that the cash variance is related to the actions, or lack of action, of a particular employee.

Where more than one person has access to monies associated with the variance, the onus is on the Employer to substantiate the reasons for disciplining any particular employee(s).

- b) Where the Employer intends to hold any employee(s) responsible for a cash variance, the onus is on the Employer to substantiate the reasons for discipline and provide the Union with supporting documentation.

19.08 Identification Badges

The Employer will pay GPEB registration fees to a maximum of twenty-five dollars (\$25.00). Employees will be responsible for the cost of photographs. New employees will be responsible for the cost of their first registration but will be reimbursed upon successful completion of their probationary period.

- 19.09** The Employer will continue its practice of supplying coffee, tea and pop. All employees will receive a twenty percent (20%) discount on food in the bistro.

- 19.10 Humanity Fund** The Employer agrees to deduct twenty dollars (\$20.00) from each employee who authorizes it on October 1st each year and forward to the United Steelworkers Humanity Fund.

- 19.11 Employee Parking** In keeping with OH&S regulations, the Employer will make adequate provision for the safety of employees leaving the building late at night.

- 19.12** The Employer agrees with the Union's request to establish a payroll deduction plan for workers who want to contribute to the Steelworkers Savings Plan. Details of such plan shall be as mutually agreed between the Employer and the Union.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall be for a four (4) year period effective **March 1, 2020** to and including **February 28, 2024** and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is or immediately preceding the last day of **February 28, 2024** in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement, whichever shall first occur.

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


IN WITNESS WHEREOF: The Parties have executed this Agreement at

this _____ day of _____ 2021

PLAYTIME GAMING GROUP INC.



UNITED STEELWORKERS, ON BEHALF OF LOCAL UNION 2009



APPENDIX "A" WAGES & CLASSIFICATIONS

Classifications and Hourly Rates

	01-Mar-20	01-Sep-21	01-Mar-22	01-Mar-23
	0%	2% and a Mkt Adj	2%	2%
Cage Supervisor	\$16.76	\$17.59	\$17.94	\$18.30
Slot Attendant/Cashier	\$14.79	\$15.71	\$16.02	\$16.34
GSO	\$18.83	\$19.20	\$19.58	\$19.98
Bingo Coordinator	\$18.07	\$18.07	\$18.25	\$18.63
Bingo Cashier	\$13.84	\$15.50	\$15.81	\$16.13
Bingo Runner	\$12.62	\$15.50	\$15.81	\$16.13

New employees while on probation will be paid at eighty percent (80%) of the classification rate in which they are hired. At no time will an employee be paid less than **\$.30** above minimum wage.

LETTER OF UNDERSTANDING #1

BETWEEN: **PLAYTIME GAMING GROUP INC.**

 OF THE FIRST PART

AND: **UNITED STEELWORKERS**
 (On Behalf of Local Union 2009)

AVAILABILITY LIST

The master bid block selection will take place annually in a calendar year. The parties agree to fill vacancies after the master bid block selection and prior to the next bid block selection process as follows:

1. **Temporary Vacancy over seven (7) days:** A vacancy of more than seven (7) days, ie: vacations exceeding seven (7) days or a longer-term injury or illness:

When the Employer has a vacancy under this circumstance the following will apply:

- a) The vacancy shall be offered to the most senior competent employee who has signed the availability list indicating their availability.
 - b) The entire block of shifts must be taken as is for either:
 - i. the duration of the vacancy or;
 - ii. the remainder of the current bid selection period.
 - c) The filling of the block must not result in overtime.
 - d) An employee who signs their availability on the availability selection form must work any shift that they have indicated they are available for that is assigned to them, provided they have not previously requested in writing to have their name removed from the list.
2. **Temporary Vacancy less than seven (7) days:** ie vacations less than seven days or a short-term injury or illness:
- a) The vacancy shall be offered to the most senior competent employee who has signed the availability list indicating their availability.
 - b) When filling these shifts employees will only be allowed to change from one shift on a day to another shift on the same day.
 - c) The filling of the temporary vacancy must not result in overtime.
 - d) There must be at least 8 hours between shifts.

3. Unexpected Absence Vacancy - Temporary vacancies that result from an employee being unable to work a scheduled shift, after any schedule has been posted:

When the Employer has a vacancy under this circumstance the following will apply:

- a) Employees who wish to fill such temporary vacancies shall indicate their wishes on an availability list that shall be posted each week for vacancies that may occur during the following work week.**
- b) Employees must indicate their availability (day or evening shift and classification) on the list by noon each Friday.**
- c) An employee who is already scheduled to work on the shift which the vacancy occurs shall be deemed to be on the availability list for that shift.**
- d) An employee may remove their name from the list, if desired, at any time prior to being assigned.**
- e) Where a temporary vacancy arises, the senior qualified employee on the availability list shall be offered to fill the vacancy, provided:
 - i. the senior qualified employee on the list is already scheduled to work that day, they only have the right to fill the vacancy if it is on the same shift, and if the temporary vacancy results in a higher earning for the day. This does not preclude the Employer from assigning that employee to fill the vacancy if no other qualified employee is available. Where an employee is assigned by the Employer to fill the vacancy, that employee shall not suffer a loss of earnings for that day.****
- f) Where an employee who is already scheduled fills a temporary vacancy, that employee's originally scheduled shift will be filled by the senior qualified employee from the availability list who is not scheduled to work on that day, provided one is available. If not, the Employer may assign another qualified employee who is already working that day, to fill the second vacancy.**
- g) The filling of temporary vacancies must not result in overtime.**
- h) An employee who signs the availability list must work any shift that they have indicated they are available for that is assigned to them, within 30 minutes after the start time, provided they have not previously removed their name from the availability list. No employee will be penalized if they are called after the start time of the available shift has already begun.**

In the event an employee must be advised in advance of an earlier start time or call in and the employer is unable to contact the employee by telephone on one attempt, the employee shall lose their right to the assignment for that day.

If the Employer is unable to fill the vacancy from the names on the availability list, the Employer may fill the vacancy by offering the work to other bargaining unit employees. If such bargaining unit employees are not available to perform the work, then the Employer may, at its discretion, assign the work to non-bargaining unit personnel.


IN WITNESS WHEREOF: The Parties have executed this Agreement at this _____ day of _____ 2021.

IN WITNESS WHEREOF: The Parties have executed this Agreement at
this _____ day of _____ 2021.

PLAYTIME GAMING GROUP INC.



UNITED STEELWORKERS, ON BEHALF OF LOCAL
UNION 2009



LETTER OF UNDERSTANDING #2


SPLIT SHIFTS FOR BINGO EMPLOYEES

Bingo Employees will accept being scheduled for split shifts comprised of not more than two separate shifts in any day, which shifts are to be completed within not more than twelve hours. Shift Premiums will be paid on regular pay dates. The Split Shift Premium will not be considered an hour worked.


Definition of a Bingo employee is anyone who is scheduled to work in the Bingo area for the entire shift.

IN WITNESS WHEREOF: The Parties have executed this Agreement at this _____ day of _____ 2021.

PLAYTIME GAMING GROUP INC.



UNITED STEELWORKERS, ON BEHALF OF LOCAL UNION 2009



LETTER OF UNDERSTANDING #3

BETWEEN: PLAYTIME GAMING GROUP INC.
OF THE FIRST PART

AND: UNITED STEELWORKERS
(On Behalf of Local Union 2009)

RE: STAFF TIPS CASH HANDLING PROCEDURES

Tip Participants: Slots & Bingo only

Changes to the Tip pool distribution will take place starting with the next cycle of distribution, no later than three weeks from ratification of this agreement.

Subject to BCLC and GPEB Standards, Policies and Procedures, as amended:

1. Solicitation of tips is not permitted as per BCLC/CSPP.
2. Bingo Callers may not physically accept tips from guest.
3. Team Member will radio to Surveillance that a tip has been received and secure received tips in plain view until delivered to the Cash Cage.
4. Tip boxes must be locked and secured in designated area(s) that are covered by surveillance cameras at all times.
5. Tip boxes are to be emptied every day with contents added to the designated Weekly Tip Collection Box located in Countroom and under camera coverage.
6. During operational hours the Cage Supervisor will be responsible for the tip box key. During non-operational hours the key is secured by security personnel.
7. Coin sitting in Weekly Tip Collection Box may be counted and rolled only if prior approval is given by on-duty Manager and no other activities are taking place in the Count/Vaultroom. A minimum of 2 employees must be present to perform this activity.
8. Tips that are not picked up will go back into the main tip pool after sixty (60) days.
9. **A committee comprising of two (2) elected and two (2) alternatives from the bargaining unit will form a Tip Committee and will be responsible for the tip pool.**
10. Employees may pick up tips during business hours provided the employee is either off shift and/or will be exiting gaming floor immediately upon receiving tips (i.e. on break). Tip envelope is not to be opened until off the gaming floor and any discrepancies shall be brought to the attention of Tip Committee Member.
11. Notes authorizing an employee to pick up tip shares of another employee will not be accepted, unless prior approval is given by a Manager.
12. A minimum of two GPEB registered gaming employees must be present to conduct tip reconciliation and distribution activities in the Count/Vaultroom.
13. GPEB tags must be worn while working on tips in the Count/Vaultroom.


14. IVS tickets received as tips must be cashed prior to securing in Tip Box.
15. Surveillance must be informed before accessing tip boxes.
16. A journal shall be kept and maintained detailing date, tip, amount, running totals and count staff initials. It is the responsibility of each employee to keep their own record of tips received and to report the same to CRA.
17. Coins are to be laid out and then verified by second person before rolling into coin rollers.
18. Upon completing coin rolling activities; the Cage Supervisor will attend Count/Vaultroom to verify actual rolled coin against amount recorded on Cash Work Slip. Variances will be reconciled prior to completing bill/coin exchange activities. The Cage Supervisor will use "Pass-Through Window" procedures to move cash assets to/from Count/Vaultroom.
19. Two (2) members are needed to divide tips. You must be OFF shift, on every other Wednesday evening or Thursday.
20. Tips will be ready for pickup Thursday noon unless otherwise posted.
21. Tips will mirror the two week payroll period, and shares will be paid based on the total number of hours worked, divided among all tip eligible recipients.
22. Tips are rounded down in \$1 increments with the excess being placed into the next pool.
23. The facility manager is the only one to have the final word.

IN WITNESS WHEREOF: The Parties have executed this Agreement at this _____ day of _____ 2021.

PLAYTIME GAMING GROUP INC.



UNITED STEELWORKERS, ON BEHALF OF LOCAL UNION 2009



LETTER OF UNDERSTANDING #4

BETWEEN: PLAYTIME GAMING GROUP INC.
OF THE FIRST PART

AND: UNITED STEELWORKERS
(On Behalf of Local Union 2009)

The parties agree to the following conditions to the hours of work for the Security department in the bargaining unit:

1. The schedule for shifts is as follows:
 - Monday/Tuesday/Thursday/Saturday
 - 09:00-17:15
 - 09:30-17:30
 - 17:15-01:15
 - 17:30-01:30
 - Sunday/Wednesday/Friday
 - 09:00-17:15
 - 09:45-18:00
 - 17:15-01:30
 - 17:45-02:15
2. The averaging agreement for this schedule is a 6 week period starting on December 12, 2021.
3. These 6 week averaging cycles will run in perpetuity or until either of the following occur:
 - The employer or the union provides 4 weeks written notice to terminate the agreement.
 - The employer and the union mutually agree to alter the terms of the agreement.
4. With respect to rest breaks both parties agree that Article 10.14 (2) will apply.
5. This agreement is on a without prejudice basis between the parties from continuing to arbitration on the unsettled pay issue for bargaining unit employees, regarding the surveillance officers doing the security work prior to reaching an agreement.

IN WITNESS WHEREOF: The Parties have executed this Agreement at
this _____ day of _____ 2021.

PLAYTIME GAMING GROUP INC.



**UNITED STEELWORKERS, ON BEHALF OF LOCAL
UNION 2009**

