

COLLECTIVE AGREEMENT

BETWEEN

**GATEWAY CASINOS & ENTERTAINMENT
LIMITED CASCADES CASINO PENTICTON**



AND

**MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 378)**



June 1, 2022 to May 31, 2025

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PREAMBLE

BETWEEN: Cascades Casino Penticton

(hereinafter called the "Company").

AND: MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'
UNION, LOCAL 378)

(hereinafter called the "Union").

Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to establish, within the framework provided by the law, an effective working relationship in all areas of the Company in which members of the bargaining unit are employed.
- (c) The parties to this Agreement share a desire to maintain harmonious relations and settled conditions of employment.

ARTICLE 0 – SCOPE OF AGREEMENT

0.01 Date of Effect

The following provisions shall take effect and be binding upon the Company and the Union for a period commencing the **June 1, 2022** and ending the **May 31, 2025**, SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

0.02 Section 50 Exclusion

The parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

0.03 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

0.04 Pre Bargaining Meeting

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an agreement.

0.05 Continuation of the Agreement

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

0.06 Strikes and Lockouts

Notwithstanding 00.5 above, The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

0.07 Agreement Scope

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Company Officers or Representatives.

0.08 Use of Plural Terms

Wherever the singular is used in this Agreement, these words shall be construed as meaning the plural where the context requires. Conversely the reverse is equally true.

0.09 Interpretation of Time Period Terminology

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

0.10 Management Rights

All management rights heretofore exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company.

Application of Rights

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 operation of the casino and surveillance department. It is further agreed that the Employer is entitled to make any changes which may be necessary or desirable in order to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

0.11 Notification of Company Policies and Procedures

The Company agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Company will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 3 of this Agreement.

0.12 Purchasers, Lessees or Transferees

This Agreement binds any purchasers, lessees or transferees of the operations identified in this Collective Agreement and is subject to the provisions of Section 35 of the Labour Relations Code upon sale or transfer of assets. In the event of the sale of the establishment it is the obligation of the successor owner to abide by all terms and conditions of this Agreement. It is further understood: If the casino or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred. If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it has been signed by the purchaser, lessee or transferee as the case may be.

ARTICLE 1 - UNION SECURITY

1.01 Agreement Application

This agreement shall apply to and be binding upon all employees of the Company described in a certificate issued to the Union by the Labour Relations Board on the 2nd day of November, 2009, and shall continue to apply to the said certificate as the same may be amended by the Labour Relations Board from time to time.

1.02 Application and Maintenance of Membership

The Company agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Company, whichever event shall later occur, as a condition of continued employment with the Company shall make application to become members of the Union and if accepted, remain members of the Union.

1.03 Acquainting New Employees

The Company will inform new employees of their Union membership obligations. The Company will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee documentation. The Company will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Company by the Union.

The Company will provide the employee with Job Steward contact information.

1.04 Assignments of Wages and Employee Information

The Company will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- 1) all contact information such as telephone numbers, home address, along with any changes as they occur.
- 2) employee information such as date of hire, base hourly rate, employee status, amount of dues deducted and any changes as they occur.
- 3) all deductions made by the Employer pursuant to this Article shall be submitted to the Union by the fifteenth (15th) date of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction.

1.05 Financial Obligations

Notwithstanding any provision in this Article, there shall be no financial responsibility on the part of the Company for fees, dues, or general membership assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's possession except that this provision shall not absolve the Company of its financial obligations in those circumstances where it knowingly failed to withhold sufficient employees' pay to pay the monies outstanding to the Union.

1.06 No Discrimination for Union Activity

The Company and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Company shall not participate in or interfere with the administration of the Union.

1.07 Work Jurisdiction

Duties performed by employees within the bargaining unit will not be assigned to or performed by non-bargaining unit personnel. However, the parties recognize that for the practical, efficient and compliant operation of the surveillance department, there are occasions when a management employee must cover operator duties. These occasions will include but will not be limited to:

- 1) Lunch and/or coffee breaks
- 2) Comfort breaks
- 3) In cases of emergency when regular employees are not immediately available
- 4) Instruction or management training
- 5) During on site Union business
- 6) Where no on call staff are available

Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.

The parties further recognize that for the practical, efficient and compliant operation of the surveillance department there are duties that are shared. Such duties will continue to be shared as per current practice.

1.08 Contracting Out

The Company will not contract out nor transfer to another location outside of the bargaining unit, work normally performed by bargaining unit employees.

In the event of duties being transferred from their current location the parties agree to meet and discuss enhanced severance for the employees either unwilling or unable to transfer to the new location. New location will be defined as a location outside of the current cities.

ARTICLE 2 - UNION RECOGNITION

2.01 Recognition of Union Executive Board Members, Councillors, Job Stewards and Union Representatives

The Company will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards and Union Representatives.

The Union will notify the Company in writing as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Agreement.

In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Manager, HR.

2.02 Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

2.03 Paid and Unpaid Leave for Job Stewards and Union Officers

- (a) Job stewards can carry out their duties in Article 2.02(a), 2.02(b), and 2.02(e) above without loss of pay during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular hours will not be paid for by the Company. Before carrying out duties relating to 2.02(a) or 2.02(e) during regular working hours, the Job Steward will first obtain permission from the manager or their designate at their location. Such permission will not be unreasonably withheld. Job stewards may carry out their duties relating to 2.02(b) upon prior notification being given to the manager or their designate at the Job Steward's location. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

(b) Leave of Absence for Arbitration Hearings.

Job stewards and/or affected Company employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time on Union Leave and the Union will reimburse the Company. The time spent beyond regular hours will not be paid for by the Company.

(c) Leave of Absence for Union or Labour Conventions

Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Company. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Company to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

(d) Miscellaneous Leave of Absence

Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Surveillance Manager for other activities not specifically identified above.

(e) Job stewards and/or elected Officers of the Union who regularly work for the Company and who are assigned to joint Union-Company committees, will be paid by the Company for all time spent on such committees during regular hours.

(f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

(g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the Surveillance Manager and/or Human Resources with not less than five (5) working days written notice, where possible.

(h) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Company will continue an employee's normal hourly rate, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

2.04

(a) Union Leave

Employees elected or appointed to full time Union positions will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Company and the employee will continue to accrue seniority with the Company during such period. Employees on such leave will at their option continue to participate in all Company welfare plans, provided the Union reimburses the Company on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Company, will be re-employed by the Company at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in their classification assuming they had never left the employment of the Company.

(b) Trainee Union Representatives

The Company will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the timing of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Company;
- only one (1) such leave will be granted in a twelve (12) month period.

2.05 Communications - Union Bulletin Boards

The Union will provide a Union Notice Binder to be kept in the break room for members to view and get updates on Union activities. Such binder will be updated by the Job Steward and remain the property of the Union.

2.06 Cooperation with Union Officers

The Company will cooperate with Officers, Councillors, Job Stewards, and/or Representatives of the Union in carrying out their Union responsibilities.

2.07 Union Use of Office Space

Job stewards and/or Representatives of the Union who require private office space for the purpose of performing their duties relative to 2.02(a) above, will receive such accommodation on request to the manager of the department or the Manager, HR, or their designate.

2.08 New Employee Union Orientation

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to their job steward as part of their orientation to the department. In addition, the Company agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to thirty (30) minutes. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Company and the Union. The time and location of the meeting will be subject to approval by management.

2.09 Union Insignia

A Union member shall have the right to wear or display a union pin bearing the recognized insignia of the Union.

The Union House Card can be posted on the union bulletin board in the surveillance room.

2.10 Bargaining Agent Recognition

The Company recognizes the Union, as the sole bargaining agent, as defined by the Labour Relations Code, for all employees described in the certification issued by the Labour Relations Board on the 2nd day of November, 2009.

2.11 No Other Agreement

Neither the Company nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement.

2.12 Right to have Job Steward Present

An employee shall have the right to have a job steward present at any discussion with management personnel which the employee believes might be the basis of disciplinary action providing that this does not result in an undue delay of proceedings. Where a manager meets with an employee with the specific intent to administer discipline, the manager shall make every effort to notify the employee in advance of that meeting in order that the employee may have a job steward present. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where the foregoing pertains to a job steward, an alternate local Union Representative may be present providing that this does not result in an undue delay of proceedings.

2.13 Technical Information

The Company agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining, subject to such information not being harmful to the business interests of the Company.

2.14 Union and Company Communications

The Company and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to the Manager, HR and the President of the Union or their respective designates.

The Union will be provided with a copy of any written correspondence issued to an employee, which, expresses an opinion respecting the interpretation of this Collective Agreement as it applies to that employee.

The parties further agree that the use of e-mail and fax correspondence and regular type written correspondence shall be considered proper and acceptable means of communications for all matters contained in this Agreement including grievances.

2.15 Unit Meetings

The Company will endeavour to provide a meeting room to the Union for purpose of the Union to conduct meetings with unit employees, if such space is available.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Grievance Defined

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one of the following procedures:

3.02 Union or Company Grievance

Should either the Union or the Company consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be dealt with as follows:

The grieving party, i.e. the President of the Union or the Manager, HR of the Company, or their nominee(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in 3.05 below.

3.03 Discipline, Termination, Suspension Grievances

Grievances concerning termination or suspension of an employee may be submitted directly to Stage III of 3.04 at the option of the grieving party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of 3.04.

Should an arbitrator, Labour Relations Board, or other body find that an employee has been dismissed, suspended or otherwise disciplined for other than just and reasonable cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for just and reasonable cause, the arbitrator, the Labour Relations Board, or other body may substitute such other penalty and/or order reinstatement and/or order compensation to the employee as it considers just and reasonable in all the circumstances.

3.04 General Grievance Procedure

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the Grievance Procedure to resolve the grievance or complaint.

Stage I

Should a grievance occur, it shall be raised by the employee, or the Job Steward on behalf of the employee, with the Supervisor not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance.

Stage II

- (a) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing to the Surveillance Manager, within fifteen (15) calendar days of being advised of the Supervisor's decision at Stage I.
- (b) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, the Surveillance Manager will provide a written reply to the Union and grievor.

Stage III

A grievance may be referred by the Union to Stage III be in writing to the Manager, HR within 20 days.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage III, the Manager, HR, will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Manager, HR, will submit the Company's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Company's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.05.

3.05 Arbitration

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under Stage III above, or in accordance with other Articles of the Agreement, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Minister of Labour to make an appointment.
- (b) The Arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render their judgment and decision which shall be final and binding on the parties and upon any employee affected by it.
- (c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator appointed under this Section.
- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.
- (e) The arbitrator or expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties:

Mark Brown
Rod Germaine
John McConchie
Judi Korbin
Robert Blasina

3.06 Attendance of Grievor at Grievance Meetings

The aggrieved employee may be present at any or all steps of the Grievance Procedure if the employee desires.

3.07 Extension of Time Limits

Time limits as set out in the preceding sections may be extended by mutual consent of the Company and the Union, but the same must be in writing.

3.08 Expedited Arbitration

- (a) For application of the following procedure the parties shall mutually agree upon a list of single arbitrators for the purposes of hearing and resolving any grievance(s) or group of grievances submitted under this process.
- (b) The parties shall meet every four (4) months or as often as required to review outstanding grievances which have been exhausted through the Grievance Procedure to determine by mutual agreement any grievance(s) suitable for this process, and shall set dates and locations for hearings of the grievances considered suitable for expedited arbitration.

- (c) The Arbitrator shall hear the grievance(s) and shall render a decision within five (5) working days of such hearings. Such decision will be final and binding on both parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) Any grievance may be removed from the expedited arbitration process by either party at any time prior to hearing and forwarded to a regular arbitration hearing.
- (g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (h) The parties will mutually agree to procedures to apply to expedited arbitration.

3.09 No Deviation from the Grievance Procedure

After a grievance has been submitted, the manager will not enter into discussion with the grievor with respect to the grievance without Union representation.

3.10 Alternate Dispute Resolution Non-Binding

Notwithstanding the other processes outlined in this Article, the parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the parties.

ARTICLE 4 - SENIORITY

4.01 Seniority Defined

- (a) Company seniority shall be determined as length of continuous service with the Company.
- (b) Bargaining unit seniority shall be determined as the length of classification service with the surveillance department.

4.02 Probationary Employees

New employees hired under the terms of this Agreement will be credited with seniority back to the date of hire upon completion of their probationary period.

4.03 Loss of Seniority

Employees shall lose their seniority only if they:

- (a) Terminate employment with the Company.
- (b) Are discharged for just cause or terminated pursuant to proper application of this Agreement.
- (c) Are laid off for a period exceeding twelve (12) months.
- (d) An employee's gaming license is revoked by GPEB permanently.

4.04 Seniority Accrual on Seniority List

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of lay-off.

4.05 Seniority Accrual While on Leave

Periods of illness or injury, vacation, trial period in a position outside the bargaining unit or approved leave of absence will not constitute a break in continuous service provided membership is maintained in the Union.

ARTICLE 5 - EMPLOYMENT, DISCHARGE AND TERMINATION

5.01 Letter of Appointment to New Employees

All new employees will receive a letter of appointment setting out the date of hire in the surveillance department, job title, and hourly rate.

5.02 Probationary Periods

A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of six (6) months or 75 shifts whichever comes sooner.

During the probationary period, an employee may be discharged if the employee is determined to be unsuitable for continued employment.

Probationary and assessment periods as described above may be extended by mutual agreement of the parties.

5.03 Discharge, Suspension Written Notification

Employees may be suspended or discharged for a serious breach of discipline or conduct without notice.

Reasons for suspension or dismissal shall be in writing and issued to the employee and the Union by the close of business on the work day following the suspension/dismissal.

5.04 Personnel Files and Performance Assessments

(a) Personnel Files

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 presence of the appropriate member of management. The employee or the President, as the case may be, shall give the appropriate member of management adequate notice prior to having access to such files. An employee may request and shall receive a copy of any employment record or document pertaining to the employee which is contained in the employee's employment file.

In giving the Union such access, the employee agrees to hold the Company harmless with respect to the Union's stewardship of that information.

(b) Purging Personnel Files

Upon request the Company agrees to remove from an employee's personnel file any adverse report, which is of a punitive nature, after eighteen (18) months provided no further such reports have been issued within that period. Whether purged or not a file document will not be used against the employee in an arbitration process after the eighteen (18) months.

(c) Performance Assessments

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the assessment for the employee to sign it. The form will have two check boxes one for agreement and one for disagreement with the assessment. A copy of the assessment shall be provided to the employee after the employee has signed it, and such assessment shall not be changed without the knowledge of the employee.

(d) Letters of Expectation

The Company agrees to remove from an employee's personnel or ancillary files any letter of expectation after twelve (12) months.

5.05 Burden of Proof

In all cases of discipline, the initial burden of proof of just cause will rest with the Company.

5.06 Issuing Discipline

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

ARTICLE 6 - EMPLOYEE DEFINITIONS AND BENEFITS

Except as specifically limited in this Article, or as limited elsewhere in this Agreement, all employees shall receive all of the benefits and provisions of this Agreement.

6.01 Probationary Employees

(a) Definition

All employees entering service with the surveillance department shall be considered probationary for a period of six (6) months or 75 shifts whichever comes sooner.

Probationary and assessment periods as described above may be extended by mutual agreement of the parties.

(b) Benefit Limitations

Probationary employees are not eligible for the Group Insurance Plan.

6.02 Regular Employees

(a) Definition

A regular employee is one hired to fill an ongoing position vacated by an employee or to fill a new position or additional position which is of a continuing nature.

(b) Benefit Limitations

Regular employees shall be entitled to all benefits of this Agreement and for the Group Insurance Plan once they have worked a minimum of 30 hours per week consistently for a period of three (3) months (including time spent on probation).

6.03 On-Call Employees

(a) Definition

An on-call employee is one called upon to fill shifts that become available due to sickness, vacation and other circumstances where regular employees are unavailable for work.

(b) Benefit Limitations

On-call employees do not qualify for Group Insurance Plan.

ARTICLE 7 - JOB POSTINGS AND COMPETITIONS

7.01 Job Postings

- (a) When a vacancy occurs the Employer will first determine if the position needs to be replaced. If not, the vacant schedule will not be filled.
- (b) If the Employer determines that the vacant position needs to be filled it will first offer the shifts available to existing surveillance staff members, in order of seniority, who may wish to have a preferred schedule.
- (c) If the offering of preferred shifts results in all shifts being selected the vacated schedule will then be filled as identified in (e), (f) and (g) below.
- (d) If the offering of preferred shifts results in some shifts being taken and others not, the Employer will attempt to create a new schedule. This schedule will also be filled as identified in (e), (f) and (g) below. However, to ensure the Company remains in compliance no employee will be allowed to drop any shifts that cannot be filled by another regular full-time employee.

A schedule will then be filled in the following order:

- (e) Any laid off employees would be recalled to the schedule.
- (f) The schedule will then be offered to all existing on call employees.
- (g) If no laid-off or on-call employees accept the position it will be posted outside of the bargaining unit.

The Company will provide copies of all job postings to the Union office as part of the normal posting distribution.

7.02 Job Selection

- (a) Preference in appointment to bargaining unit positions will be given to employees of the Company who are members of the bargaining unit. For the purposes of this clause, employees on the recall list are considered eligible employees.
- (b) Job selections and promotions shall be on the basis of knowledge, skills and ability to perform the vacant job (as at the time of posting). Where the knowledge, skills and ability are relatively equal, seniority will be the determining factor.

ARTICLE 8 - LAYOFF AND RECALL

8.01 Layoff and Recall

(a) Notification

If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the Company, the Company shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.

(b) Layoff by Seniority

The basic principle in applying layoff shall be layoff by bargaining unit seniority (i.e. the most junior surveillance operator shall be the first laid off, providing the retained employee can perform the job).

(c) Pre-layoff Canvass

Prior to issuing formal notice of layoff to employee(s) under Article 8 or 9, the Company will canvass all surveillance operators to determine if anyone wished to accept a voluntary layoff.

The Company will advise the Union immediately of the results of the pre-layoff canvass.

8.02 Recall Process

(a) Employees will be recalled in their job in the reverse order of their layoff.

(b) Employees shall be notified of recall by double registered mail. An employee being recalled must return to work within five days of receipt of the notice, except in the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.

8.03 Copies of Recall Lists and Notices to the Union

Copies of recall lists and all notices of recall shall be sent to the Union office.

8.04 Notice and Severance Pay

Any employee who is laid off will receive written notice of layoff and severance pay of 1 weeks pay per year of service.

ARTICLE 9 - WAGES

The below grid will be in place for the life of the collective agreement for anyone who has been hired after date of ratification (2022).

<u>01-Jun-22</u>	<u>\$18.25</u>
<u>01-Jun-23</u>	<u>\$18.80</u>
<u>01-Jun-24</u>	<u>\$19.36</u>

Any employees who were hired prior to date of ratification (2022) will receive the general wage increases as follows:

<u>June 1, 2022</u>	<u>4%</u>
<u>June 1, 2023</u>	<u>3%</u>
<u>June 1, 2024</u>	<u>3%</u>

ARTICLE 10 - HOURS OF WORK

10.01 Basic Hours of Work

The basic hours of work for regular employees is 40 hours per week including daily paid lunch breaks of 30 minutes. Any employee who works a shift greater than 4 hours in length will receive a paid lunch break of 30 minutes.

Employees working 8 hour shifts shall be entitled to an additional 30 minutes paid break time to be taken as either 2 x 15 minute breaks or as 1 x 30 minute break.

10.02 Work Schedules and on-call or replacement shifts

The parties agree that existing work schedules will be maintained and only changed in accordance with the provisions of this agreement or by mutual agreement.

When a work shift becomes available it will be offered to employees and filled in accordance with seniority principles as follows:

- 1) Offered to regular employees who work less than 40 hours per week in order of seniority. Any shifts not covered by regular employees will then be offered to on-call employees with less than 40 hours in the week.
- 2) If no employees accept the shift in 1), then offered as overtime to regular employees who work 40 hours per week in order of seniority.
- 3) Where no employees accept the shift in 1) or 2) above, the employer may fill the bargaining unit shift with a non-bargaining unit employee.

It is the intent of the parties to limit the number of occasions where non-bargaining unit employees perform bargaining unit work to the absolute minimum. The Joint Consultation Committee will discuss staffing levels to ensure that this intent is reached as closely as possible.

Except in circumstances where it is not possible because of last minute notifications of absence, replacement shifts will be the same hours as originally scheduled.

Rest Period: Employees shall be granted an 8 hour break between regularly scheduled shifts. Regularly scheduled shifts shall be defined as any shift that attracts straight time pay.

10.03 Shift Premiums

All hours worked by employees from 12 AM until 8 AM will be paid an additional \$1.25 per hour above the employee's normal rate of pay

10.04 Substitution Pay

Employees required to substitute for supervisors will be paid a rate of \$2.00 per hour in excess of their regular rate and be considered to continue to be working in the bargaining unit and will be covered by all provisions of this agreement.

10.05 Lead Hand Pay

Employees required to function as a lead-hand will be paid a rate of \$1.00 per hour in excess of their regular rate and be considered to continue to be working in the bargaining unit and will be covered by all provisions of this agreement.

ARTICLE 11 - OVERTIME

11.01 Overtime defined

Overtime is work that an employee is offered by the employer and agrees to, on a regular day off or work in excess of 8 hours per day or 40 hours per week.

11.02 Overtime Pay

Employees who work overtime will be paid at time and one half for all such hours worked in addition to the regular premiums if applicable.

11.03 Scheduled Overtime Defined

The Employer shall provide as much notice as possible in the scheduling of overtime, but in any event no less than twenty-four (24) hours in advance of the commencement of the overtime work to be performed, to those employees who actually work overtime. This work shall be deemed as scheduled overtime for the purpose of this Agreement.

11.04 Unscheduled Overtime Defined

Where the Employer is unable to provide employees with at least twenty-four (24) hours advance notice of the commencement of the overtime work to be performed, such work shall be deemed to be unscheduled overtime for the purpose of this Agreement.

11.05 Distributing Overtime

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

1. **Distributing Scheduled Overtime**

Where the Employer has a requirement for overtime work to be performed, the Employer shall ask, in seniority order from highest to lowest, the employees who normally perform the available work and who are not scheduled to work a shift on the respective day if they want to work the overtime and those employees who accept shall thereby be scheduled in order of seniority to perform the overtime work. If the Employer is unable to secure sufficient personnel to meet the overtime work requirements, the Employer shall have the right to schedule employees in the reverse order of seniority, from lowest to highest, who normally perform the available work and these employees shall perform the overtime work.

2. **Distributing Unscheduled Overtime**

Where the Employer has a requirement for the performance of unscheduled overtime, the Employer shall ask, in seniority order from highest to lowest, the employees who are working and employees who could be called in early for their scheduled shift and those employees who accept shall thereby be scheduled to perform the overtime work. If the Employer is unable to secure sufficient personnel to meet the overtime work requirements, the Employer shall have the right to schedule employees in the reverse order of seniority, from lowest to highest, the employees who are working the respective shift and employees who could be called in early for their scheduled shift and these employees shall perform the overtime work.

ARTICLE 12 - ANNUAL VACATIONS

12.01 Vacation

Except as otherwise provided in this Agreement, the provisions of this Section will apply to all bargaining unit employees.

12.02 Minimum 3 Month Service

An employee may not take any vacation leave until the employee has completed three (3) months service.

12.03 Vacation Entitlement

Employees will be entitled to vacations as follows:

- 2 weeks up to 3 completed years service
- 3 weeks up to 7 completed years service
- 4 weeks after 7 completed years service
- 4 weeks plus 1 day after 10 completed years of service

In addition, vacation carry over from one year to the next will be allowed provided the time is taken before March 31st; operational requirements must be able to be met and such carried over time must not interfere with another employees scheduled vacation.

12.04 Minimum and Continuous Periods

A minimum of 50% of an employee's base vacation entitlement will be taken per year, of which at least one (1) week (where applicable) will be taken as a continuous period.

12.05 Pay Out Upon Termination

Payouts will be in accordance with current practice.

12.06 Disruption of Vacation Due to Illness and Bereavement

- (a) An employee whose vacation leave is seriously disrupted by an illness or injury incurred after the employee's vacation has begun may be entitled to reschedule or extend the employee's vacation for the period of disability (but not to exceed the amount of scheduled vacation) Employees are advised to notify the manager immediately, where possible, of the illness or injury causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave where that employee has exercised their seniority to schedule such vacation.

12.07 Vacation Scheduling

- (a) Employees shall have preference in respect to annual vacation periods on the basis of classification seniority, provided they file applications before December 1 of each year for vacations to be taken the following year. After December 1, all applications for vacation, days will be treated on a first come first served basis. Subject to operational staffing requirements, vacations shall not be unreasonably denied. Where employees break their vacation into two or more periods, no employee's second choice etc., will take precedence over a junior employee's first choice, etc.
- (b) The vacation year shall be from January 1 to December 31.
- (c) Employees will be required to take all their vacation time. In special circumstances, the employer may grant carryover requests of up to two weeks vacation to be taken in the next vacation year. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave where that employee has exercised their seniority to schedule such vacation.

12.08 Accrual of Vacation Credits while on Leave

- (a) Employees who are on sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or a combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.
- (b) Employees who are on approved maternity leave or parental leave will accrue vacation credits throughout the period of approved leave providing the employee returns to work.
- (c) Employees on authorized paid leaves of absence other than those covered by paragraphs (a) or (b) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.

ARTICLE 13 - PAID HOLIDAYS

13.01 Paid Holidays

(a) For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

(b) In addition, any other general holiday(s) enacted by the Government of Canada or the Government of British Columbia will be recognized by the Company as a holiday with pay.

13.02 Holiday Pay

(a) Regular full-time employees will receive a normal days pay credited to their paid holiday bank for a paid holiday whether or not they work on the holiday. Banked days will be scheduled at a mutually agreed upon time.

(b) For the purposes of this clause, a normal days pay shall be for all hours worked, exclusive of overtime, as follows:

- 1) For an employee who worked less than 15 days of the 30 days prior to the paid holiday, an amount equal to the total days worked divided by 15;
- 2) For an employee who worked 15 or more days of the 30 days prior to the paid holiday, an amount equal to a full days pay.

(c) An employee who works on a paid holiday shall be paid one and a half times their normal rate for any hours worked in addition to the payment in (a) above.

(d) Paid holidays listed in this Article will be considered as time worked for the calculation of overtime in the pay week, whether the employee works on the paid holiday or not.

(e) When requesting days off, available banked days must be used before days off can be taken without pay.

(f) Employees must schedule with mutual agreement of the employer, paid statutory holiday bank days within 365 days of the date the paid holiday was earned.

13.03 Holiday Falling on Employee's Vacation

Any holiday described in 13.01 which falls in an employee's vacation period shall be recognized and an additional day off without loss of pay will be granted.

ARTICLE 14 - PAID SICK LEAVE

14.01 Sick Leave Bank

All regular employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

Employees will be entitled to 40 hours of sick leave with pay per year, which can be taken in 2 hour increments. This time may be used in conjunction with 14.03.

14.02 Medical/Dental Appointments

The current practice regarding time to attend Medical and Dental appointments will be maintained.

14.03 Family Illness

Leave from work will be granted to attend to an ill family member and may be deducted from an employee's sick leave bank, which can be taken in 2 hour increments.

14.04 Sick Leave Privacy Protection

The Company will respect the privacy of employees on sick leave. Contact initiated by the employee's manager will be for essential emergency or administrative purposes. Such contact will be limited to correspondence and/or by telephone.

ARTICLE 15 - Leave of Absence

15.01 Bereavement Leave

(a) Employees will be entitled to Paid Bereavement leave of 3 days in the province and 4 days out of province with additional unpaid time not to be unreasonably denied in the event of the death of an employee's spouse, common law spouse, same sex spouse, son, daughter, mother, father, sister brother, mother in-law, father in-law, grand parent, grand parent-in-law, step brother, step sister, brother in law, sister in law, grandchild or any other person who was acting in loco parentis.

(b) Employees will be entitled to unpaid bereavement leave of one day for the death of an employee's aunt or uncle.

15.02 Special Leave

Special Leave provisions will be without pay and as follows: Marriage of employee, 2 days; Moving household effects, 1 day; and Canadian Citizenship hearings, 1 day; provided the employee provide 2 weeks notice of any requested leave.

15.03 Court Leave

When a regular employee, other than employees on leave of absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Company in the employee's official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.

Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted. Time spent at court by an employee in their official capacity shall be at the appropriate rate of pay.

15.04 Maternity Leave

A regular employee shall be eligible for up to Fifty-two (52) weeks maternity leave to be taken in accordance with the Employment Standards Act. At the request of the employee, the Company will provide the employee with a written statement of conditions applying to maternity leave.

An employee desiring to return to work following maternity leave shall notify the Company at least two (2) weeks prior to the desired date of return. On return from maternity leave, the employee will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that the employee was on maternity leave.

15.05 Parental/Adoption Leave

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

15.06 Public Office

Leave of absence without pay will be granted employees who:

- i) run for elected office - municipal, provincial, federal.
- ii) are elected to public office.

15.07 Leave Without Pay

Subject to operational requirements an employee who has completed two (2) years of continuous service will be allowed up to ten (10) consecutive working days leave without pay in any calendar year upon request, and an employee's request will not be unreasonably denied. Such leave will not take precedence over another employee's vacation leave.

15.08 General Leave Without Pay

Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided their reason for leave is satisfactory to the Company.

15.09 Compassionate Care Leave

In the case of serious illness in the immediate family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence. The Compassionate Care Leave provisions of the BC Employment Standards Act shall apply.

15.10 Domestic or Sexual Violence Leave

Where an employee or the employee's child has experienced domestic or sexual violence the Employer shall grant a reasonable leave of absence.

The Domestic or Sexual Violence leave provisions of the BC Employment Standards Act shall apply.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Joint Occupational Health, Safety and Environmental Committee

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

16.02 Statutory Health and Safety Compliance

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

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

16.03 Unsafe Work Conditions

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

ARTICLE 17 - STRIKES AND LOCKOUTS

During the life of this Agreement the Union will not authorize any strike or walkout and the Company will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade Union.

ARTICLE 18 - SAVINGS CLAUSE

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

ARTICLE 19 - UNION-MANAGEMENT JOINT CONSULTATION

Cascades Casino Penticton and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of this Agreement between the parties. The union-management consultation mechanism will provide a process whereby representatives from the union and management will meet from time to time to discuss issues of concern to any parties.

The overall objective of union-management consultation is to provide an effective ongoing communication between Union and management so as to develop a positive climate conducive to the discussion of problems, if not their resolution.

ARTICLE 20 - ELECTRONIC MONITORING

20.01 Performance Monitoring

The Employer agrees to provide the Union and employees with notice of equipment and facilities which are to be utilized for the purpose of monitoring. In situations where the existence of employee performance difficulties is evident, such that closer monitoring or auditing is required, the employee will be advised that such monitoring or auditing is to occur.

Article 21 – DISCRIMINATION AND HARASSMENT

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

21.01 Definitions

Discrimination

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

Harassment

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

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

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)

- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

21.02 Reporting Procedure

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

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

- (a) An employee who feels subject to harassment should make every effort to tell the offending party to stop such behavior, prior to proceeding with an informal or formal complaint.
- (b) If the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact a Human Resources Advisor, who will advise the Union of the investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.
- (c) In the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- (d) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

ARTICLE 22 - BENEFIT ENTITLEMENT

22.01 Benefits Entitlement

- a) Subject to hours excluded for calculation found in (c) below, in order to be eligible for benefits under the group benefit plan employees must have worked or have been scheduled to work for a minimum of 30 hours per week on a consistent period during the 3 month period prior to joining the plan.
- b) To determine ongoing eligibility, the employer will conduct quarterly reviews of the hours worked versus the eligibility requirements. If an employee's weekly average hours fall below 30 for the quarter being considered, the employee will be issued a letter advising of this and of the causes. Should the employee not increase their work hours during the next quarter such that the six month average of eligible hours do not reach the 30 hour weekly minimum, the employee's benefits will end.
- c) The following hours are excluded from group benefit eligibility calculations:

Absence	Description
Authorized absence	Unscheduled day off work
Requested day off	Scheduled day off without pay
No Show	Absent , no call
Dropped shift	Scheduled/offered shift not accepted
Suspension	Suspension without pay
Requested hours reduction	Work hours reduced on request of employee

- d) If an employee is laid off they will have their health and welfare coverage continued for a period of thirty (30) days from the date of their layoff and the premiums for such plans will continue to be paid by the Employer during that period.

22.02 Group RRSP Plan

The employer will establish a voluntary group RRSP Plan. The Employer will contribute to the plan on a basis that matches the employee's contribution of two percent of their base pay. Employees may at the own discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested immediately.

22.03 Group Benefits

The employer agrees to maintain the existing Plan A Employer paid plans with the exception of LTD which is employee paid.

The Employer will provide all employees with a copy of the plan coverage booklet.

If the employer determines it wishes to change carriers of any of the benefit plans that union members are enrolled in they will ensure the plan with the new carrier provides benefits equal to or superior to those provided under the old plan.

Under the extended health benefits plan increase coverage for paramedical from \$750.00 to \$1250.00 per calendar year.

