

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**LAKE CITY CASINOS LTD.**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from September 5, 2010 to September 4, 2013**

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**DEFINITIONS**

- (1) "*Agreement*" – means this Collective Agreement.
- (2) "*Bargaining unit*" – is the unit for collective bargaining described in Section 1, definitions, of the *Labour Relations Code* (British Columbia) for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board (British Columbia) on June 12, 2000 and varied on October 11, 2000 and November 28, 2000.
- (3) "*Basic pay*" – means the rate of pay negotiated by the parties to this Agreement.
- (4) "*Employee*" – means an employee of the Employer included in the bargaining unit.
- (5) "*Employer*" – means Lake City Casinos Limited.
- (6) "*Regular employee*" – means an employee who has accepted a consistent schedule and who has completed probation.
- (9) "*Casual employee*" – means an employee who has completed their probation and is scheduled to work or called to work on an as and when needed basis.
- (8) "*Relief supervisor*" – means a member of the bargaining unit in a temporary position due to maternity, parental, illness, injury or vacation, she will not be subject to the provisions of Clause 11.4(b) and will continue to be a member of the bargaining unit regardless of the 40% threshold.
- (7) "*Probationary employee*" – means an employee during their first 480 hours actually worked or six months with the Employer, whichever comes first.
- (10) "*Child*" – wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse.
- (11) "*Spouse*" – includes same sex and opposite sex common-law individuals, husband or wife.
- (12) "*Day of rest*" – means a day other than a paid holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (13) "*Paid holiday*" – means the 24-hour period commencing at 0001 hours of a day designated as a statutory holiday in this Agreement. Pay for the paid holiday shall be in accordance with Article 17.
- (14) "*Layoff*" – means the loss of a job due to a shortage of work, reorganization, closure or other material change in the organization.
- (15) "*Leave of absence with pay*" – means to be absent from duty with permission and with pay.
- (16) "*Leave of absence without pay*" – means to be absent from duty with permission but without pay.
- (17) "*Shift*" – means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
- (18) "*Union*" – means the B.C. Government and Service Employees' Union (BCGEU).
- (19) "*Work schedule*" – means the schedule of work hours and days of rest.
- (20) "*Qualifications*" – includes ability, skill, knowledge and past work performance.
- (21) "*Harassment*" – means the harassment of a person based on any grounds enumerated in the *Human Rights Act* (British Columbia), and harassment includes deliberate gestures, comments, questions, representations or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work purpose.
- (22) "*President of the Union*" – includes the President's designate.

- (23) "*Service Seniority*" – means continuous time employed by the Employer.
- (24) "*Classification Seniority*" – means as calculated by provisions within the Agreement, from the date an employee who first appointed to their classification.

## ARTICLE 1 - INTRODUCTION

### 1.1 Purpose

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 8 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business.

### 1.2 Gender References

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

### 1.3 Extent

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies makes invalid any provision of this Agreement, the remaining provisions shall remain in effect from the term of this Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies. The Employer will provide the BC Lottery Corporation Policies and any variances or amendments to the area office of the Union and the chief shop steward, unless they are prohibited from doing so by the BC Lottery Corporation.

### 1.4 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented 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:
- (1) touching, patting or other physical contact;
  - (2) leering; staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;

- (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) 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 or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### **1.5 Harassment and Discrimination**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and discrimination and agree that employees who engage in harassment and discrimination may be disciplined.
- (b) Harassment or discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person, serves no legitimate work purpose, and may be discriminatory in nature, based upon another person's race, colour, national or ethnic origin, political belief, religion, marital status, family status, disability, sex, age, sexual orientation or conviction for which a pardon has been granted. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute harassment or discrimination, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Harassment or discrimination does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### **1.6 Harassment and Discrimination Complaint Procedures**

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or discrimination may submit a complaint in writing within six months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the Director of Operations or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit her report to the Director of Operations in writing within 15 days of receipt of the complaint. The Director of Operations shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue.



The union staff representative, the complainant and the respondent shall be apprised of the Director of Operations resolution.

(d) Where both the complainant and the respondent, are members of the Union, each shall be given the option of having a steward present at any meeting held pursuant to the above investigation. A single shop steward shall not represent both employees.

(e) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.

(g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Director of Operations response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment or discrimination or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

(i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(j) This clause does not preclude an employee from filing a complaint under the BC *Human Rights Act*. A complaint of harassment, discrimination or sexual harassment shall not form the basis of a grievance.

(k) Complaints under this article shall be treated in strict confidence by all parties involved.

## 1.7 Provisions of the Legislation

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Shop Stewards

(a) The Union shall elect from among the employees, and the Employer shall recognize a maximum of 14 shop stewards including one designated as chief shop steward, at each location. The duties of the shop steward shall be to assist in the reporting, investigation and resolution of all grievances as well as disseminating bona fide information of the Union to the employees and the Employer.

(b) The Employer agrees to recognize duly appointed or elected shop stewards provided that the Union has first advised the Employer in writing of the name of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

- (c) The necessary time which is spent by stewards during their regular working hours, as approved by management, reporting, investigating and resolving grievances, or attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight-time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied. In the event that a steward is required by management to attend meetings outside of her regular working hours she will be paid at straight-time rates for all hours spent.
- (d) The shop steward shall not be discriminated against or disciplined for performing her duties as a steward.
- (e) Leave of absence without pay and with seniority shall be granted to stewards and elected representatives to attend to union business, which requires them to leave their premises of employment.
- (f) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (e) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.
- (g) At each casino, the Employer will make available private meeting space with a telephone, for the use of stewards, as required.

## **2.2 Bargaining Unit Work**

- (a) Supervisors, managers and/or other employees not included in the bargaining unit will not perform the duties of any position for which rates are established by this Agreement, except for the purpose of instruction, or management training, in which case trainees shall not displace or replace any member of the bargaining unit except in cases of emergency when regular employees are not available.
- (b) The Employer recognizes that it is improper for management or excluded employees to do work which is presently performed by employees within the bargaining unit and will not take any action that will result in the displacement of scheduled bargaining unit shifts. However, the parties recognize that for the practical and efficient operation of the casino, there are occasions when a management employee must help. On such occasions bargaining unit employees will be called to work immediately and management will cease to perform bargaining unit work when a sufficient number of bargaining unit employees arrive at work. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.

## **2.3 Recognition of Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For the purposes of this Agreement, the terms "*employee*" or "*employees*" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

## **2.4 No Individual Contracts or Agreements**

- (a) No employee shall be compelled to or be allowed to enter any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement unless required to do so out of a duty to accommodate and by mutual agreement with the Union.

## 2.5 Recognition of Legal Picket Lines

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this clause, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code* of British Columbia.
- (b) The Union agrees to give the Employer advance notice of the probable implementation of picket lines that might affect the Employer's operation.
- (c) The Union understands and agrees that the Employer's operations are located on common sites where other unionized employees may be on strike or locked out.
- (d) The Union agrees that it shall support, at any legal proceedings, any attempt made by the Employer to limit the effect of third party picketing of its operations.

## 2.6 Bulletin Boards

- (a) The Employer will provide the Union with a bulletin board at least four feet square at a mutually agreed upon location for the posting of union notices and other union communications. The notice board shall be covered with plexiglass and locked to prevent unauthorized notices from being posted.
- (b) The Employer will provide a sealed box of a sufficient size to enable employees to insert written issues which they require the Union to consider or explore. Union representatives shall have the right to attend on the premises for the purposes of retrieving the employee written communications, providing prior permission is obtained from the Employer.

## 2.7 Union Buttons

An employee may wear a union lapel pin, a shop steward lapel pin, or a union button without being disciplined. The union button may not exceed the size of a "loonie" and will not carry political, protest, or other slogans. The lapel pin or button, maximum two must be worn on a lapel or pocket.

## 2.8 Leave of Absence: Employee Elected to Union Office

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a union office for a period of up to and including five years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the Treasurer of the Union at least 30 days prior to the leave taking effect.
- (c) An employee who obtains such a leave of absence shall return to the same job code, within the 30 calendar days after the completion of their employment with the Union. If the job code no longer exists the employee shall bump a junior employee provided they have the skills and ability to perform the work.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

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

- (a) The Casino Shift Manager or member of management responsible for scheduling, upon receipt of written notice (facsimile is acceptable) from the Union, shall grant leave of absence without pay to up to and including four employees, from each casino who are elected as delegates to attend to union business. Written notice shall be given at least 15 days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than 15 days notice.
- (b) The Union recognizes that operational needs will be a factor when approving such leaves of absence and that the Employer may refuse a leave of absence to ensure that there will be sufficient

employees remaining at the casino in each job code. Otherwise such leaves of absence will not be unreasonably denied.

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

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

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Membership**

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

### **3.2 New Employees**

The Employer agrees that it will advise each employee of the union security and check-off provisions provided for in this Collective Agreement and have such employee sign a union card. Signed union cards shall be forwarded to the Union.

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

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

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of union dues, fines, assessments and arrears, as required by Clause 4.2.

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

- (a) The Employer agrees to deduct union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Treasurer of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15<sup>th</sup> day of the month following the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted prior to making such deductions.

- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to make only such deductions as are permitted by law, and as are authorized by a valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit it as per Clause 4.2(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer agrees to record the amount of union dues deducted on each employee's T4 slip.

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

All new employees, as a condition of employment, shall sign a union membership application card before commencing work. The Employer agrees that a union steward will be given an opportunity to meet with new employees during the orientation process without loss of pay, for up to 30 minutes in order to acquaint the new employees with the benefits and duties of union membership.

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

##### **6.1 Direction of Workforce**

The Union recognizes the right of the Employer to direct the workforce in all respects, including scheduling, promotion, demotion, transfer, discipline, and discharge.

##### **6.2 Direction of Operations**

The Union further recognizes the right of the Employer to operate and manage its business in all respects. The Employer shall exercise their management rights in a manner consistent with the terms of the Agreement.

##### **6.3 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, including the procedures for dealing the games, and 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.

It is mutually agreed that the Employer will provide a copy of the policies and procedures manual in the break room at each facility for the conduct of employees and file a copy with the Union. Filing with the union office is accomplished by delivery of a copy through registered mail.

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

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

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

- (a) The Employer and the Union agree to establish within each worksite, a labour management committee comprised of up to three employers and up to three union representatives, one of which may be a staff representative. The Committee shall meet at the request of either party, but not more than once per month, or less than once every two months, at a place and time to be mutually agreed. In the event any issues arise that have an operational or substantive effect on employees that is company wide, the parties agree to meet once per calendar year or as required, with representation from all casinos to address those issues. Either party may invite other participants in order to assist the Committee.
- (b) The Committee meetings shall be co-chaired by one employer and one union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this Agreement, shall be strictly on a "*without prejudice*" basis.
- (c) The meetings will normally be scheduled during regularly scheduled working hours of the union representatives. Attending employees shall be paid straight-time wages for all time spent in these meetings including time extended beyond the employee's scheduled shift.
- (d) Minutes shall be recorded on an alternating basis between the parties. After final draft has been agreed to, the minutes will be distributed to each worksite and posted on the respective bulletin boards.

## **7.2 Joint Orientation**

The parties agree that as soon as practicable, but not later than 60 days after ratification of this Agreement, a joint orientation session involving all shop stewards, bargaining committee members, union staff representatives and management personnel, shall be held without loss of pay to review the terms and conditions of this Agreement.

## **7.3 Union Investigation**

- (a) The Employer shall allow a properly authorized representative designated by the Union to investigate issues under this Agreement. The Employer is entitled to require an individual to substantiate that she is an authorized representative of the Union.
- (b) When access is required for the purposes of such an investigation, the designated union representative will be required to obtain the prior written (faxed) permission of the Casino General Manager or Casino Shift Manager to visit the premises, such request to be responded to as soon as possible and in any event within 12 hours of the request, and such permission not to be unreasonably withheld.
- (c) The investigation must not result in any disruption of the Employer's operations.
- (d) The Employer will provide the designated union representative with all requested pertinent documentation.

## **7.4 Technical Information**

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

# **ARTICLE 8 - GRIEVANCE PROCEDURE**

## **8.1 Grievance Procedure**

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

- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving the grievance shall be in the grievance procedure in this article.

## **8.2 Step 1**

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

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

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

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

## **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
- (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting their grievance to the Employer's Step 2 designate through the shop steward;
  - (4) The Employer's Step 2 designate shall provide the employee and shop steward with a receipt stating the date on which the grievance was received.

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

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

## **8.6 Failure to Act**

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

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

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

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

## **8.8 Administrative Provisions**

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

## **8.9 Dismissal or Suspension Grievances**

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

## **8.10 Deviation from Grievance Procedure**

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

## **8.11 Policy Grievance**

- (a) Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 – Arbitration Procedure.



(b) Unless agreed by the parties, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

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

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

## **ARTICLE 9 - ARBITRATION PROCEDURE**

### **9.1 Notification**

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

### **9.1 Expedited Arbitration**

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

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

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

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

Judi Korbin	Marguerite Jackson
Vince Ready	Rod Germaine
Mark Brown	

(c) By January 15<sup>th</sup> of each year, the parties will schedule a minimum of two consecutive working days bi-annually, in each of, March and September, for hearings to resolve grievances that are suitable for expedited arbitration.

(d) The expedited arbitration process is intended to be informal.

- (e) Outside counsel will not be used to represent either party.
- (f) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 30 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate proposed fact proposed) to the proposed agreed statement of facts and provide any reliance documents 15 days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

The parties shall not make any pre-hearing applications to the Arbitrator.

The parties agree that they will not make use of documents produced in an expedited arbitration for any purpose other than the arbitration itself.

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

## **9.2 Arbitration Hearing and Award**

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing as soon as it can be scheduled and further encouraged to render a decision within 30 days of the conclusion of the arbitration hearing.
- (b) In order to expedite the arbitration process, the parties may meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute.
- (c) The parties recognize that they are bound by a decision of the Arbitrator.

## **9.3 Authority of the Arbitrator**

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

## **9.4 Cost Sharing**

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

## **9.5 Technical Error or Omission**

No technical error or omission will render a grievance inarbitrable.

## 9.6 Signing of Documents

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

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

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

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Dismissal, Suspension and Discipline

- (a) Employees can only be disciplined or discharged with just and reasonable cause.
- (b) During the probationary period, an employee may be discharged if she is determined to be unsuitable for continued employment.
- (c) The Employer agrees that if the Employer chooses to implement verbal warnings written discipline, suspension or discharge on an employee, a steward will be present unless the employee specifically requests otherwise.
- (d) In the event that an employee, other than a probationary employee, is discharged for just and reasonable cause, a designated shop steward and the Union will be notified of the dismissal. Such notification will be in writing.
- (e) Written reasons for the discharge will be provided.
- (f) The Employer has the right to suspend an employee pending an investigation where the Employer has determined that based on the severity of the issue in question and the information immediately available to the Employer, the employee's continued presence in the workplace constitutes a serious and immediate concern to the Employer's legitimate interests.
- (g) Where the Employer determines such a concern does not exist, the Employer can assign the employee or employees to closer supervision or other work which is reasonably available while the investigation is being conducted. In either case, the Employer commits to conduct such an investigation as expeditiously as possible.

### 10.2 Right to Have Union Representative Present

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

### 10.3 Limitation on Holding Discipline Against Employees

- (a) Any document used to record disciplinary action including any record of the incident giving rise to the discipline against an employee shall automatically be removed from the employee's file after six

months, provided the employee has been available for work and provided there has been no further infraction of a similar nature. Should there be a second infraction of a similar nature within the six month time period, a new six month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction of a similar nature, a new six month period will commence. Files will be kept in a secure area and will only be accessible to designated personnel.

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

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

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

#### **10.5 Performance Appraisals**

(a) Where a written appraisal of employee's performance is carried out, it shall be carried out by an excluded manager. The employee shall be given a copy of the performance appraisal along with all related documents and shall be given sufficient opportunity after the interview to read, review and ask questions about the appraisal. Employee involvement in the appraisal process will occur during the employee's regular hours of work. Upon request, the employee will be given three working days to read and review the appraisal. Provision shall be made on the appraisal report for an employee to sign it. The appraisal shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. If the employee disagrees with the appraisal they will sign it to show that they have read and understood it and state their reasons why they disagree with it in the team member comments section. An employee shall, upon request, receive a copy of this appraisal report at the time of signing. An appraisal report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement. No employee may initiate a grievance regarding the contents of a performance appraisal report unless the signature indicates disagreement with the appraisal.

(b) A new employee's performance must be appraised before expiration of the probationary period. A copy of the appraisal must be placed in the employee's personnel file.

(c) Appraisals shall be reviewed and signed by an excluded staff member of the Employer.

#### **10.6 Personnel File**

The employee or the President of the Union with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in the presence of the appropriate member of management. The employee or the President of the Union as the case may be, shall give the appropriate member of management adequate notice prior to having access to such files.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

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

(a) *Service Seniority* – means continuous time employed by the Employer.

(b) *Classification Seniority* - means as calculated by provisions within the Agreement from the date an employee was first appointed to their classification.

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

### **11.2 Application of Seniority**

(a) *Seniority Date*

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

(b) *Classification Seniority*

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

(c) *Start Date Retained*

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

(d) *Transfers and Seniority*

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

(e) *Seniority for Casual Employees*

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

(f) *Classification Seniority Between Casinos*

When an employee moves from one casino to another, she will retain her service seniority date for the purposes of vacation entitlement, wage placement and notice of layoff.

### **11.3 Accrual of Seniority**

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury up to a maximum of 12 months;

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

#### **11.4 Loss of Seniority**

An employee shall lose seniority in the following circumstances.

If she:

- (a) voluntarily leaves the employment of the Employer;
- (b) accepts a position outside of the bargaining unit;
- (c) is discharged for just cause and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report to work as provided in Clause 13.5; or
- (e) is laid off for a period in excess of 12 months.

#### **11.5 Seniority Lists**

- (a) The Employer shall prepare and post seniority lists every January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>, in an area accessible to all employees, with a copy to the chief steward. The seniority lists shall commence with the most senior employee by classification and job within that classification carrying on downward to the most junior employee. Information on the seniority list shall include the employee name (by classification) company start date, job within their classification and seniority date(s) in their current job.
- (b) An employee may protest her seniority date by filing notice of the dispute in writing with the Casino Manager within 30 days after the posting of the seniority list.
- (c) An employee's seniority shall be final and binding with no changes allowed when such date(s) has appeared on two consecutive seniority lists. When a notice of dispute is filed the Casino General Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve this issue, and failing resolution the matter is subject to Step 2 of the grievance procedure. Any such dispute as to placement on the seniority list will only have effect with respect to the list which is challenged, and any future list.

### **ARTICLE 12 - JOB POSTINGS**

#### **12.1 Job Postings**

- (a) Job postings for vacant positions or positions added to the bargaining unit, shall be posted within 30 days. Each posting shall be posted on a bulletin board for not less than 10 days. A designated shop steward shall receive copies of all job postings.
- (b) Temporary vacancies which are known to be for a duration of greater than 3 months, shall be posted for not less than 10 days. Such positions, once assigned shall only be until the return of the incumbent.
- (c) All applications for posted positions shall be submitted on a form provided by the Employer.
- (d) Applicants for a position will be selected on the basis of experience, seniority and qualifications. When the qualifications of two or more employees are relatively equal, the position will be awarded to the employee with the most service seniority.

- (e) In filling positions under this article, the successful applicant shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine her suitability to perform the work required.
- (f) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to her former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to her former position at the same rate of pay without loss of seniority.
- (g) The notice of postings shall contain the following information: number of vacant positions, title of position, duties, qualifications, hours of work, process for making applications and wage range. Such qualifications shall not be established in an arbitrary manner.

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

## 12.2 Notification

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.
- (b) An employee who is an unsuccessful applicant for a vacant position may request, from the employer representative responsible for the appointment, an explanation of the reasons why she was not appointed.
- (c) If requested as per (b) above, the employer representative will provide an explanation within seven days after receiving the request.
- (d) In the event the unsuccessful applicant is not satisfied with the explanation offered in (c) above, the unsuccessful applicant may initiate a grievance at Step 2 of the grievance procedure.

## 12.3 Course Postings

- (a) When the Employer offers a course or seminar, the course or seminar shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such course or seminar postings.
- (b) All applicants for posted courses shall be required to sign up on a form provided by the Employer. Successful applicants shall be given 7 days notice prior to the commencement of any course or seminar.
- (c) Suitability of applicants shall be determined by their qualifications. Where the number of suitable applicants exceeds the number of available spaces, the course will be offered in service seniority order.
- (d) The Employer will pay the costs of the trainer for all courses offered by the Employer.
- (e) Time spent by an employee attending a course or seminar as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in a course or seminar that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.
- (f) Employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.
- (g) Employees required to complete on-line courses shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this Agreement. The Employer's current practice is to assign online courses during a regular shift and pay employees at their regular rate

of pay. Where employees indicate a preference to do online courses on their own time, they will not be compensated by the Employer.

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

### **13.1 Notice of Layoff**

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

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

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

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

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

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

### **13.2 Layoff Procedure**

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

### **13.3 Lay-offs and Vacancies**

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

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

- (1) in another classification, provided they are qualified and able to perform the work required of the classification. Such displacement cannot incur an increase in hours of work.

In the event an employee, in exercising displacement, returns to a classification from which they had previously worked, the employee's initial placement in the different classification shall be into the position occupied by the employee with the lowest classification seniority occupying a schedule with the same number of hours of work or less.

At the next scheduled selection process, the employee shall assume their relative classification seniority from the time last worked in that classification.



(2) employees exercising displacement rights shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine suitability to perform the work required.

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

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

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

- (1) placement on the casual list with no loss of service seniority or benefits;
- (2) early retirement;
- (3) a resignation or
- (4) other voluntary options, as agreed to by the Union and the Employer.

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

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

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

### **13.5 Recall Procedure**

(a) Regular employees on lay-off shall be recalled to available work provided their qualified to do the available work, in order of service seniority. This is to be administered through Clause 27.1(e).

(b) Notwithstanding Clause 12.1, regular employees on lay-off shall be notified of a recall to a regular position by double registered mail. A regular employee being recalled must return to work within five days of receipt of the notice. In the case of illness and injury, the Employer shall have the right to make alternate arrangements until the recalled employee is able to return to work.

(c) The regular employee on layoff shall be responsible for informing the Employer in the event she changes her mailing address.

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

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

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

- (1) eight hours in any one working day.
  - (i) Not more than five days within the seven day workweek (Sunday to Saturday), with two consecutive days of rest unless split days of rest are requested by the employee.
  - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).

- (2) 10 hours in any one working day.
- (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with at least three consecutive days off unless split days are requested by the employee.
- (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
- (b) Unless the parties otherwise agree the normal straight-time hours of work for regular part-time employees shall be as follows:
- (1) Not more than 10 hours and not less than four hours in any one workday.
- (i) Not more than five days within the seven day workweek (Sunday to Saturday) with two consecutive days of rest unless split days of rest are requested by the employee.
- (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
- (2) Part-time employees shall not be scheduled for more than five consecutive days to be followed by two consecutive days of rest. For 10 hours in any one working day:
- (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with three consecutive days off unless split days are requested by the employee.
- (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
- (c) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours per week on a sixth day.
- (d) Casual employees occupying schedules as required, shall be scheduled in accordance with Clause 14.1(a) and (b).
- (e) It is understood that shifts that commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirement to work overtime will be in accordance with Article 16.
- (f) Employees may work consecutive shifts provided that each shift begins on a different day and that each shift incurs a break of at least eight hours between the conclusion of the first shift and the commencement of the second.

#### **14.2 Posting of Work Schedules**

- (a) A work schedule shall be posted two weeks in advance on the Employer's bulletin board for the information of all scheduled employees. The work schedule shall contain the following information:
- employee's name
  - days off
  - start time and length of shift
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible and that affected employees are advised of any changes.
- (c) The designated shop steward will be given a copy of each original schedule and any changes upon request.

### 14.3 Rest Periods

All employees other than graveyard security and drop team employees shall receive a paid 15 minute break at the completion of 60 minutes of work, in accordance with operational needs. Graveyard security and drop team employees will receive an equal amount of breaks (to the amount of a paid 15 minute break at the completion of every 60 minutes of work) in accordance with operational needs. The 15 minutes will be consecutive, if an employee's break is interrupted the 15 minutes will start anew when the interruption is concluded.

In the event that an employee's break is less than 15 minutes in duration, the missed break time will be paid at overtime rates.

### 14.4 No Guarantee

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

## ARTICLE 15 - SHIFT WORK

### 15.1 Split Shift

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

### 15.2 Scheduling of Shifts

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

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

#### (b) *Shift Selection Process*

In October of each year, employees in each classification will select, by classification seniority, days of rest and available shifts to compose a work schedule.

(1) Regular and casual employees must complete an availability form and submit it to the Employer at least two weeks prior to the shift selection date. Regular employees who have work schedules have an option to maintain their work schedule or participate in the shift selection process. Regular employees who choose not to participate will not be permitted to select any shifts that are available during the selection process. Regular employees may opt to participate by:

- (i) Relinquishing one or more work schedule shifts into the selection process, and may access other work schedule shifts, if available on the same days, in order of classification seniority; or
- (ii) Placing their entire work schedule shifts, including their days of rest into the selection process; or
- (iii) Requesting to relinquish one or more work schedule shifts into the selection process, and may access other work schedule shifts, if available on other workdays, in order of classification seniority, on the condition that the Employer can maintain its complement of core staffing to meet operational requirements. Such requests will not be unreasonably denied.

Classification selection will take place on a mutually agreed upon date with a shift manager and the chief shop steward, or designate, in attendance to witness. Employees must be available and prepared to make their selection on that date. Participation can be in person or by phone.

- (2) Employees must be available to work all shifts within the work schedule selected.
- (3) Within two weeks of a shift selection, regular employees may submit an amended final availability form for the purpose of accessing additional work as per Clause 15.2(d).
- (4) Employees on approved leaves of absence are permitted to participate in the selection process in order of classification seniority. The Employer will attempt to make contact with the employee at least two weeks prior to the scheduled selection date.
- (5) Where regular employees drop shifts during the selection process, those shifts shall be offered to other regular employees in order of classification seniority, provided they have indicated availability for that available shift.
- (6) Where regular employees drop shifts after the selection process, the dropped shifts will be offered to other regular employees in order of classification seniority, for the remainder to the shift selection period, provided they have indicated availability for that available shift.
- (7) Except for (1) and (3) above, regular employees are not permitted to change their availability.

(c) *Exchanging Shifts*

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

(d) *Temporary Vacancies and Vacant Schedules*

Where the Employer decides to fill a temporary work schedule as a result of an employer approved leave of greater than three months, or to fill a vacant schedule as a result of an employee leaving the Employer, the Employer shall post the vacant schedule in accordance with Clause 12.1(b). The schedule shall be filled by qualified employees who have expressed an interest, in order of classification seniority. In the event there are further temporary vacancies as a result of the temporary vacancy being filled, the vacant shifts will be filled in accordance with the maximization language in (d) below.

In the event there are no qualified employees within the classification who are interested in the temporary vacancy, the temporary vacancy shall be filled with the maximization language in (e) below.

(e) *Maximization of Shifts*

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will undertake to maximize the length of shifts through the workweek before instituting shifts of lesser duration. Where a shift becomes available that is longer in duration than a scheduled shift, the longer shift will be offered in seniority order to employees scheduled to work a shorter shift on the same day who have indicated that they prefer a different start time.

When a probationary employee completes probation and becomes a casual employee she may complete an amended availability form. Such a form will serve to either increase available work hours or to amend workdays, subject to Article 27.1(a)(2) weekend availability.

Regular part-time employee may maximize their hours by working additional hours within their own classification. When there are no hours available in their own classification, employees may maximize their hours by working in a different classification, pursuant to Clause 27.1(f), provided they are qualified to do the work.

(f) *Preference in Start Times*

Where a shift becomes available that has a different start time, it will be scheduled in classification seniority order to employees who have indicated their preference to work a different start time. Where a different start time becomes available with less than 12 hours' notice, the shift in question may, at the Employer's option, be filled in accordance with shift preference. Changes in preference in start times will only be accepted at designated selection dates. Where a different start time becomes available on a posted schedule, it will be offered in order of classification seniority.

(g) Regular employees who see a reduction of work as result of operational reasons, shall be entitled to complete a new availability form in order to access work through (f) above and Clause 27.1(e).

### 15.3 Changes in Work Schedules

(a) In situations other than emergencies, the scheduled employees are entitled to 24 hours' notice of any change in their respective work schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a callout.

(b) If an employee is going to be absent from work the employee must notify their direct report or the Casino Shift Manager/Security Manager at least 90 minutes prior to their scheduled start time and for opening shifts, no later than 9:30 a.m. In the event that an employee is going to be late, she will give as much advance notice as possible. It is the Employer's responsibility to ensure that there is a person available to receive employee calls.

(c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise the Employer that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

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

### 15.4 Substitution Opportunities for Relief Supervisor

Substitution opportunities for work as relief supervisors shall be offered on an equitable basis.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

(a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:

- (1) the scheduled daily hours per day (eight or ten);
- (2) the scheduled weekly hours of 40 hours per week;

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times the straight-time rate.

(d) "*Double-time*" means twice the straight-time rate.

## **16.2 Overtime Entitlement**

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

## **16.3 Recording of Overtime**

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

## **16.4 Sharing of Overtime**

Overtime work shall be allocated equitably within each classification.

## **16.5 Early-Out**

- (a) Employees requesting early out must notify the Employer no earlier than 30 minutes before the start of their shift. An early-out list will be created on a first request, first offered basis. Employees can add their name to the early out list at any time during their shift.
- (b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the Employer that they request an early out, the Employer will canvass employees in no particular order to ask volunteers. The early out will be granted on a first canvassed, first granted basis.
- (c) Where the Employer determines that the operational requirements can be met with less staff after employees have begun working and no employees or an insufficient number of employees have been asked and accepted to voluntarily leave their shift early, the Employer may require employees to end their shifts, on an equitable basis, in reverse classification seniority. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties. Employees will not be required to leave their shift less than one hour prior to the end of that shift.

## **16.6 Overtime Compensation**

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

- (a) time and one-half for the first three hours of overtime on a scheduled workday of eight hours or time and one-half for the first hour of overtime on a scheduled workday of 10 hours; and
- (b) double-time for hours worked in excess of the hours referred to in (a)(1) above.
- (c) time and one-half for all hours beyond 40 hours in a workweek.

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

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

## **16.8 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing.

## **16.9 Callback Provisions**

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

### 16.10 Rest Interval

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

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

- (a) An employee, scheduled to work a shift less than those of a full-time shift as defined in Clause 14.1 - Hours of Work, shall be paid at straight-time for the hours so worked, up to and including the hours of scheduled shift, eight or 10 hours, needed to make up 40 hours per workweek.
- (b) An employee working less than 40 hours per week, and scheduled for less than 5 days per week, who is called to work on a scheduled day of rest, shall be paid straight-time for the days so worked up to and including 40 hours per week.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### 16.12 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

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

The Employer and the Union recognize that the nature of the work carried out by employees in some employer designated classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, when possible, make every effort to obtain authorization. If this is not possible, she will use her discretion in working the overtime and the Employer shall be considered to have authorized the time in advance.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

The following shall be considered paid holidays:

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

### 17.2 Payment For Paid Holiday

- (a) Regular employees will receive a normal days pay, credited to their paid holiday bank, for a paid holiday, whether or not they are scheduled to work on the paid holiday.
- (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 is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above. Banked days will be scheduled at a mutually agreed upon time. Requests for banked days will not be unreasonably denied. Banked days, including those that may already be scheduled, can be used for sick days.

(d) An employee who works in excess of 11 hours on the statutory holiday shall be paid at double-time for all such additional hours worked.

(e) Paid holidays listed in Article 17 will not be considered as time worked for the calculation of overtime in the pay week where an employee does not work on the paid holiday. The paid holiday will be recognized in accordance with Clause 17.2(a) above.

(f) When requesting days off, available banked statutory days must be used before days off can be taken without pay. Employees who submit a request for days off who do not have any statutory lieu days banked, shall have their request prioritized by the date received by the Employer. Such approval shall not be unreasonably denied.

(g) Paid holiday banked days may be combined with and taken in conjunction with vacation days.

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

(a) Should any statutory holiday occur during an employee's vacation period, the formula in Clause 17.2(b) shall be applied to the 30 day period immediately preceding the week in which the vacation commenced.

(b) Should a statutory holiday fall during the first or second week immediately following the end of an employee's vacation, the formula in Clause 17.2(b) will be applied to the 30 day period immediately preceding the week in which the vacation commenced.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Vacation Entitlement**

*Vacation Entitlement:* An employee's anniversary date of employment shall determine her annual vacation entitlement and payment.

- (a) Employees who have completed one year of service shall be entitled to 10 days vacation.
- (b) Employees who have completed three years of service shall be entitled to 15 days vacation.
- (c) Employees who have completed seven years of service shall be entitled to 20 days vacation.

Employees will earn vacation pay as follows:

Start of employment .....	four percent (4%)
At the completion of three years.....	six percent (6%)
At the completion of seven years .....	eight percent (8%)

All employees will be entitled to two weeks' vacation. Vacation will be prorated for part-time employees.

**18.2 Annual Vacations and Pay Entitlements**

(a) Employees are entitled to annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire.

(b) Annual vacation pay shall be calculated using the applicable percentage from Clause 18.1 of the employee's gross earnings for the preceding year.



- (c) "*Gross earnings*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.
- (d) Employees shall be paid vacation pay on the last payday prior to the vacation leave commencing if they request it, in writing, at least two weeks in advance.
- (e) All or part of an employee's earned vacation pay will be paid out upon written request of the employee, regardless of whether or not vacation time is taken. The number of requests an employee makes to be paid out will not exceed the number of weeks vacation to which the employee is entitled.
- (f) Notwithstanding the provisions of (e) above, an employee will be required to take a minimum of 10 vacation days in each vacation year.

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

- (a) Employees shall have preference in respect to annual vacation days according to their classification seniority, provided they file applications before December 1<sup>st</sup> of each year for vacation days to be taken the following year. After December 1<sup>st</sup> all applications for vacation days will be treated on a first come first served basis. It is agreed that vacation day schedules will be established so there are sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino. Vacation requests shall not be unreasonably denied. The Employer shall post and update as required a vacation time calendar. The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. The vacation day calendar shall be located in an area readily accessible to all employees.
- (b) Subject to (a) above, all vacation day requests submitted to the Employer shall be approved in writing within two weeks of receiving written notice from the employee. Vacation day schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (c) Employees will be permitted to commence a single vacation period in one vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made for the year in which the vacation commences.
- (d) All employees are required to schedule a minimum of 10 days vacation. Vacation days which remain unscheduled in accordance with (a) above, prior to July 1<sup>st</sup>, may be scheduled by the Employer, to be taken prior to December 31<sup>st</sup>.
- (e) Employees may schedule vacation days singularly or concurrently. Vacation days may be taken in conjunction with paid holiday bank days, subject to operational requirements noted in (a) above.

## **ARTICLE 19 - SPECIAL AND OTHER LEAVE**

### **19.1 Bereavement Leave**

All employees suffering a loss of a family member will be eligible for a three day or one day bereavement leave, commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, a three day leave with pay will be granted for the loss of a spouse, parent, guardian, father-in-law, mother-in-law, brother in law, sister-in-law, grandparent, great grandparent, sibling, child grandchild or great grandchild of an employee or someone living with the employee as member of the family. Where out-of-province travel is required, an employee will receive one additional day with pay of bereavement leave.

A one day leave with pay will include the loss of an aunt, great aunt, uncle, great uncle, niece and nephew. Additional time, if needed, shall be granted without pay. Such leave shall not be unreasonably denied.

## 19.2 Family Responsibility Leave

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

## 19.3 Court Attendance

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

## 19.4 Jury Duty

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

## 19.5 Educational Leave

Upon the completion of one year of employment an employee may be granted a leave of up to four months, without pay and without loss of seniority, for educational purposes. This leave shall be restricted to the four month maximum once per 12 month period beginning on the first day of the education leave. The employee agrees to use any unscheduled vacation and unscheduled banked paid holiday days as part of the education leave.

Such leave request shall not be unreasonably denied.

The Employer reserves the right to request proof of enrolment.

## 19.6 General Limitation on Leaves of Absence and Requested Days Off

- (a) All leaves of absence and requested days off provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate clause that the leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. Employees will be eligible to apply for leaves of 14 calendar days or more under this clause after one year of service and for one leave each year thereafter. All employees shall apply in writing to the Casino General Manager at least 30 days prior to the commencement of the proposed leave, and such leaves shall not normally exceed three months. The written request for leave must state the exact period of the leave, including the return to work date. Relevant support documents will be provided at the time of the request or as soon as possible thereafter. Such leaves shall not be permitted for the purpose of an employee being employed elsewhere. Employees on an approved leave of absence who obtain other employment without the expressed written consent of the Employer will be considered to have resigned their position. However, employees may seek expressed permission to access a leave under this clause for employment in the

service of the Canadian Armed Forces, and employed in international human service foundations such as a non-governmental organizations. No benefits will be paid during unpaid leaves of absence, after the last day of the month in which the leave of absence begins. An employee who wishes to remain covered by the group benefits plan prescribed in this Agreement may do so by paying the cost of the premiums, monthly in advance, subject to approval by the carrier of such plan.

### 19.7 Employees Returning to Work After Illness or Injury

(a) Where an employee intends to return to work following an absence due to illness or injury of more than five days the employee is entitled to reinstatement in her former position provided, (i) the employee is fit to perform the duties of that position; and (ii) the employee gives prior written notice to the Employer of the intention to return to work. Such notice shall be given at least 48 hours in advance of the intended return to work date. Where the employee has been absent for in excess of one week the period of notice shall increase by 24 hours for every week of absence to a maximum of two weeks or the expiry of the existing posted schedule. Such employees will be placed first on the on call list to cover vacant shifts in their classification.

(b) In the event that the returning employee cannot fulfil the duties of the position due to the illness or injury as a result of a disability on the part of the employee, as defined under the *Human Rights Act*, the Employer and Union shall both have a duty to attempt to accommodate the employee, as required by the *Human Rights Act*.

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

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

(2) absence of six to 14 consecutive days: a doctors note from the employee's medical doctor certifying that the employee is able to return to work;

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

(d) For the purpose of this provision "*duties*" shall be defined as the duties performed by the employee prior to the illness or injury including but not limited to: the same shift, the same hours and the same location.

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

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

## 19.8 Election Days

No wages shall be deducted for time taken off to vote on election days in accordance with the *Canada Elections Act* (Electoral Law & Policy).

## 19.9 Special Leave

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

- (a) Marriage of the employee – two days;
- (b) Moving household furniture and effects – one day;
- (c) Attend their formal hearing to become a Canadian citizen – one day.

A minimum of two weeks' notice shall be given by the employee requesting special leave. For the purpose of (a) and (b) above, such leave shall be granted first from the employee's banked paid holiday days should days be available.

## ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

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

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

### 20.1 Maternity Leave

- (a) The employee shall be granted leave for a period not longer than 17 weeks.
- (b) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for a shorter period as per 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform duties for the Employer.
- (f) Maternity leave may be extended for health reasons relating to the birth of the termination of the pregnancy where a qualified medical practitioner's certificate is presented.

### 20.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

- (b) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 20,
  - (2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 52 week period following the birth of the child,
  - (3) in the case of an adopting parent, commencing within the 52 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological or emotional condition, the employee may be entitled to additional leave. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.
- (d) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

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

### **21.1 General**

The Employer agrees to provide and maintain reasonable standards of health and safety in the workplace, including satisfactory air quality and shall comply with all applicable provincial and municipal health and safety legislation and regulations. Employee concerns or recommendations shall be brought to the attention of the employee's direct supervisor. If the matter remains unresolved after seven days, the employee shall submit the concern or recommendation in writing to the Health and Safety Committee.

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

- (a) A health and safety committee shall be established which is composed of four members. Two of the members shall be appointed by the Employer and two members shall be appointed by the Union, at each location. Committee membership shall be a one year term.
- (b) The members of the Health and Safety Committee shall select two co-chairpersons as follows: one from the employer appointed members and one from the union appointed members.
- (c) A copy of all minutes of the monthly Health and Safety Committee meeting will be posted at each casino within seven days of the Meeting.
- (d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (e) Time spent outside regularly scheduled working hours by an employee covered by this Agreement, in the course of his/her duties as a committee member, shall be paid at the employee's regular rate of pay.

### **21.3 First Aid Attendant**

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

The responsibility of first aid attendants designated by the Employer shall be in accordance with the WorkSafeBC First Aid Regulations.

One designated employee per shift, with a valid First Aid Certificate, shall receive a premium of 50¢ per hour for all hours worked as a designated First Aid Attendant. First Aid Attendant time will be shared on a fair and equitable basis within each shift and within a calendar year.

Employees assigned by the Employer to fulfil first aid responsibilities for patrons of the Employer shall be so designated from the Security classification.

#### **21.4 Emergency Protocols**

The parties agree to assist the OH&S Committee to structure emergency protocols for the worksite. Such protocols, once established, shall be made known to all employees and posted on the union bulletin boards.

The parties agree to assist the OH&S Committee in developing a Critical Incident Debrief protocol.

### **ARTICLE 22 - CONTRACTING OUT**

#### **22.1 Contracted Services**

The Employer will not contract out any work performed by employees in the bargaining unit that results in the layoff of any bargaining unit employee. The provisions of this article shall be subject to the Employer's obligations to comply with 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.

### **ARTICLE 23 - HEALTH AND WELFARE**

#### **23.1 Provincial Medical Plan**

Effective the first day of the month after the employee completes their waiting period employees will be enrolled in the basic provincial medical plan for the employee and their families. The Employer will pay 100% of the premium.

#### **23.2 Existing Benefit Plans**

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

- (a) *Life insurance* - \$25,000
- (b) *Accidental Death and Dismemberment* – \$25,000
- (c) *Dependant Life Coverage* – \$10,000 spouse and \$5,000 child

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

- (d) *Health Care Benefits* – Extended Health, including prescription drugs and out-of-province benefit coverage
- (e) *Dental Care Benefits*
  - (1) *Plan A* – 100%  
*Plan B* – 50%
  - (2) *Plan A and B* – \$2,000 per calendar year (October 1st to September 30th ) combined.
  - (3) *Plan C* – 50% – \$1,000 lifetime per child.

### **23.3 Benefit Entitlement**

(a) Subject to hours excluded for calculation found in Appendix B, in order to be eligible for benefits under the Agreement for the group benefit plan, employees must have worked or have been scheduled to work for a minimum of 24 hours per week consistently during the four month period prior to joining the group benefit plan.

(b) To determine ongoing eligibility, the Employer will conduct quarterly reviews (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>) of the hours worked versus eligibility requirements for employees on the group benefits plan. If an employee's weekly average hours of work fall below 24 for the quarter being considered, she will be issued a letter advising her of this and of the causes. Should the employee not increase her work hours during the next quarter such that the six month average (3+3) of eligible hours does not reach the 24 hour weekly average minimum, her benefits coverage will end.

### **23.4 Benefits Continuation**

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

Benefits will continue to be provided by the Employer in the case of maternity, parental, medical and union leaves.

## **ARTICLE 24 - WORK CLOTHING**

### **24.1 Uniforms**

Where the Employer requires uniforms to be worn, such uniforms will be supplied to the employee at no cost. Lost articles will be replaced at the expense of the employee. Uniforms will be laundered, repaired or replaced when no longer serviceable at no cost to the employee. The Employer will provide a secure locking system for employee uniforms.

### **24.2 Personal Effects**

The Employer agrees to provide an adequate lunchroom, and adequate facilities to secure employees' personal effects while they are at work.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

### **25.1 Paydays**

Employees will be paid every second Friday. Payment will include all wages earned during the pay period, with the exception of banked statutory holidays and vacation pay and payment must be made within eight days of the end of the pay period.

### **25.2 Work in Two Jobs**

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

### **25.3 Payment of Wages Upon Termination, Layoff or Resignation**

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

### **25.4 Group RRSP Plan**

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

The Employer will contribute to the Group RRSP Plan on a basis that matches the employee's contribution of two percent of their covered pay (not including tips). Employees may at their own discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested immediately.

## **ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION**

### **26.1 New Jobs**

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

## **ARTICLE 27 - CASUAL EMPLOYEES**

### **27.1 Call-in Procedure for Casual Employees**

- (a) Employees shall be available for work as follows:
  - (1) Probationary employees will submit their days and hours of availability prior to the commencement of employment. Such availability will include at least two days of each Friday, Saturday or Sunday. Changes in availability are not permitted during the probationary period.
  - (2) Availability for casual employees hired after ratification will include at least two days of each Friday, Saturday or Sunday. A change in availability will not permit casual employee to displace another employee from a shift that has already been assigned.
  - (3) Notwithstanding (a)(1) and (a)(2) above, an employee who is or becomes a student in a bona fide educational course or program, shall have, while enrolled in the course or program, the ability to temporarily adjust their dates of availability until completion of the course or program. The Employer may require proof of enrolment.
- (b) The availability form will include jobs for which an employee is qualified, a maximum of two contact numbers, the employees signature and the Employer's signature along with the date on which the form was received.
- (c) The Employer is not obligated to call the employee for shifts which the employee has indicated unavailability for.
- (d) If a probationary or casual employee fails to work six shifts for which availability was given in any continuous 90 day period, they will be deemed to have resigned.
- (e) Employees shall be offered work by classification seniority in the following order;



- (1) Regular employees within the classification who have not maximized their hours in accordance with Clause 15.2.
  - (2) Regular employees on layoff within the classification, in order of service seniority;
  - (3) Casual employees within the classification.
  - (4) Regular employees in other classification who have not maximized their hours in accordance with Clause 15.2.
  - (5) Casual employees in other classification.
  - (6) Probationary employees.
- (f) Employees shall be entitled to register for work in any classification in which they are qualified. Employees must work at least one shift in a six month period in each classification they are registered for in order to remain on the casual list as a trained employee in that classification.
- (g) Casual and probationary employees will be called between 9:30 and 11:30 a.m. and 4:30 and 6:30 p.m. If any casual or probationary employee indicates availability and is not available to receive the call, it will be counted as an occurrence for the purposes of (d) above. If any casual or probationary employee is called outside these hours, it will not be counted as an occurrence for the purposes of (d) above. When filling shifts with less than 24 hours notice, call times and waiting periods will be disregarded.
- (h) All calls shall be recorded in a logbook. The logbook shall show;
- (1) The shift to be filled.
  - (2) The name of the employee called and phone numbers used.
  - (3) Date and time of call(s).
  - (4) The final outcome of the call(s) whether the casual shift was accepted, declined or no response within the time allotted.
  - (5) Signature of the caller.
- (i) The procedure for calling employees to work shall be as follows
- (1) If an answering machine or pager is reached the caller will leave a message, wait five minutes, and then proceed to the next available employee in order of seniority. If a busy signal is encountered, the caller shall wait five minutes and call again. If no response, the caller will proceed to the next available employee, in order of seniority.
  - (2) When the employee is reached, they may accept or decline the shift. Whether the employee has accepted or declined will be recorded in the logbook.
  - (3) If no direct contact is made with the employee, the logbook shall show no response.
  - (4) In the event of a dispute, the Union shall have access to the logbook and will be provided with copies upon request.
- (j) Probationary and casual employees who decline work in the following circumstances will not have the decline counted as an occurrence for the purpose of (c) above.
- (1) Absence on a WCB or ICBC claim;
  - (2) Maternity, parental or adoption leave;
  - (3) Bereavement leave;
  - (4) Leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;

- (5) Illness (proof of illness may be required if the absence is greater than five days or where it appears that a pattern of consistent or frequent absence is developing);
- (6) Illness of a dependent child or spouse of an employee (proof of illness may be required if a pattern of consistent absence is developing);
- (7) Union leave;
- (8) Jury duty;
- (9) Medical or dental appointments;
- (10) Approved leaves of absence without pay.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 Protected Working Conditions

The Employer agrees that no provision of this Agreement shall be used to reduce wages, benefits, and/or working conditions presently in force at the effective date of this Agreement.

### 28.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting outside of her regular hours of work, the employee shall be compensated in accordance with Clause 15.3(d).
- (c) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight hours in a day, or more than 40 hours in a week.
- (d) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

### 28.3 GPEB Tag Renewal

The cost of renewing GPEB tags will be borne by the Employer.

### 28.4 Substance Abuse

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

All instances of substance abuse will be handled in accordance with company policy.

## ARTICLE 29 - TERM OF AGREEMENT

### 29.1 Duration

- (a) The duration of this Agreement shall be for a three year period from September 5, 2010, ending on September 5, 2013.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the *Labour Relations Code* of British Columbia.

(b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

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

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

**29.2 Labour Relations Code – Sections 50(2) and 50(3) Excluded**

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

**29.3 Strikes and Lockouts**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Trevor D. West  
Vice President Human Resources

\_\_\_\_\_  
Katlin McLaughlin  
Bargaining Committee

\_\_\_\_\_  
Jerry Pokorny  
General Manager - Penticton

\_\_\_\_\_  
Robert Burton  
Bargaining Committee

\_\_\_\_\_  
Sharon Kuchuk  
Bargaining Committee

\_\_\_\_\_  
Mike Orders  
Staff Representative – Negotiations

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**APPENDIX A**  
**Wage Classification Schedule**

Schedule of Wages by Classification	Sept 5/09	Rate beginning Sept 5, 2010	Rate beginning Sept 5, 2011	Rate beginning Sept 5, 2012
		2%	2%	2%
<b>Security</b>				
Less than 3 yrs (3%)	14.28	14.71	15.00	15.30
3 yrs to less than 6 yrs (4%)	14.28	14.85	15.15	15.45
	14.59	14.88	15.18	15.48
	14.89	15.18	15.48	15.79
	15.18	15.48	15.79	16.11
	16.22	16.54	16.87	17.21
	16.74	17.07	17.41	17.76
	17.77	18.12	18.48	18.85
	18.29	18.65	19.02	19.40
<b>Cashier</b>				
Less than 3 yrs (3%)	10.92	11.24	11.46	11.69
3 yrs to less than 6 yrs (4%)	10.92	11.35	11.58	11.81
	11.23	11.45	11.68	11.91
	11.53	11.76	12.00	12.24
	11.82	12.05	12.29	12.54
	12.60	12.85	13.11	13.37
	12.85	13.10	13.36	13.63
	13.11	13.37	13.64	13.91
	13.37	13.63	13.90	14.18
	13.63	13.90	14.18	14.46
<b>Slot Attendants/Games Hosts</b>				
Less than 3 yrs (3%)	10.92	11.24	11.46	11.69
3 yrs to less than 6 yrs (4%)	10.92	11.35	11.58	11.81
	11.23	11.45	11.68	11.91
	11.53	11.76	12.00	12.24
	12.60	12.85	13.11	13.37
	12.85	13.10	13.36	13.63
	13.11	13.37	13.64	13.91
	13.37	13.63	13.90	14.18
	13.63	13.90	14.18	14.46
	14.15	14.43	14.72	15.01

Schedule of Wages by Classification	Sept 5/09	Rate beginning Sept 5, 2010	Rate beginning Sept 5, 2011	Rate beginning Sept 5, 2012
		2%	2%	2%
Dealers				
Less than 3 yrs (3%)	10.40	10.71	10.92	11.14
3 yrs to less than 6 yrs (4%)	10.40	10.81	11.03	11.25
	10.71	10.92	11.14	11.36
	11.01	11.23	11.45	11.68
	11.30	11.52	11.75	11.99
	11.56	11.79	12.03	12.27
	12.34	12.59	12.84	13.10
	12.60	12.85	13.11	13.37
	13.11	13.37	13.64	13.91
Drop Team				
	13.77	14.18	14.46	14.75
	15.70	16.01	16.33	16.66
	17.25	17.59	17.94	18.30
	17.77	18.12	18.48	18.85
Guest Services Representatives				
Less than 3 yrs (3%)	13.77	14.18	14.46	14.75
3 yrs to less than 6 yrs (4%)	13.77	14.32	14.61	14.90
	14.08	14.36	14.65	14.94
	14.38	14.66	14.95	15.25
	14.74	15.03	15.33	15.64
	14.97	15.26	15.57	15.88
	16.53	16.86	17.20	17.54
Server				
Less than 3 yrs (3%)	10.14	10.44	10.65	10.86
3 yrs to less than 6 yrs (4%)	10.14	10.54	10.75	10.97
	10.44	10.65	10.86	11.08
	11.08	11.30	11.53	11.76
	11.45	11.68	11.91	12.15
	12.05	12.29	12.54	12.79
	12.32	12.57	12.82	13.08
	12.58	12.83	13.09	13.35
	13.10	13.36	13.63	13.90
Bartender				
	13.96	14.23	14.51	14.80
Dishwasher				
	12.13	15.31	12.62	12.87

Those employees who were on probation on September 4, 2010 shall receive \$.50 less per hour than the rate identified as September 5, 2010 in Appendix A until such time as they complete probation.

**APPENDIX B  
Wage Grid**

<b>Wage Grid effective September 5, 2010 for life of Agreement</b>						
	Probation	Post probation	Step 1	Step 2	Step 3	Step 4
Security	13.78	14.28	14.57	14.86	15.15	15.46
Cashier	10.40	10.90	11.12	11.34	11.57	11.80
Slot Attendants/Games Hosts	10.40	10.90	11.12	11.34	11.57	11.80
Dealers	9.90	10.40	10.61	10.82	11.04	11.26
Drop Team	13.27	13.77	14.05	14.33	14.61	14.91
Guest Services Rep	10.40	10.90	11.12	11.34	11.57	11.80
Server	9.64	10.14	10.34	10.55	10.76	10.98
Bartender	13.46	13.96	14.23	14.51	14.8	15.10
Cook 1	15.81	16.31	16.64	16.97	17.31	17.66
Cook 2	14.79	15.29	15.60	15.91	16.23	16.55

Appendix B is applicable to those employees who were hired after September 4, 2010. Employees will move from one step to the next on each September 5<sup>th</sup>.

**APPENDIX C  
Hours Excluded from Group Health Benefits**

The below table identifies those absences excluded from group benefit eligibility calculations

<b>Excluded Absence</b>	<b>Description</b>
Authorized Absence	Unscheduled day off work
Requested Day Off	Scheduled day off work without pay
No Show	Absent from work without calling
Dropped Shift	Scheduled shift given away
Suspension	Suspended from work without pay
Unpaid Leave of Absence	Leave of absence from work

**MEMORANDUMS AND LETTERS**

The Union proposes that the existing Letter's of Understanding remain in force and effect for the life of the new Agreement, except as follows:

Letter of Understanding #3 – Scheduling – Union proposes this be deleted.

Letter of Understanding # 5 – Benefits Continuation – The Union proposes this remain with a date change as appropriate.

**MEMORANDUM OF AGREEMENT#1  
Uniforms**

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

**MEMORANDUM OF AGREEMENT #2**  
**Abusive Patrons**

The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening or violent. The Employer understands the need to remove patrons from the Casino who behave in an unacceptable abusive, threatening or violent fashion. For its part the Union understands that perceptions of patron behaviour can differ and that employees' behaviour can contribute either directly or indirectly to the problem.

**MEMORANDUM OF AGREEMENT #3**  
**Indemnity**

- (a) The Employer shall indemnify employees from any damages, judgments, legal fees, disbursements and court costs which result from any civil or criminal action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the proper performance of their duties, including a duty imposed by any statute or regulation. If an action is launched or proceedings take place this indemnification shall include the paying of any sum required in the settlement of such action or proceeding.
- (b) Subsection (a) does not apply where:
- (1) an employee has, in relation to the conduct that is the subject matter of the action or proceeding, been found liable for or guilty of criminal activity, proven dishonesty, gross negligence, fraud, malicious or wilful misconduct;
  - (2) the defence of the action or proceeding is covered by an applicable insurance policy.
- (c) In accordance with this Memorandum of Agreement, the Employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits. At the option of the Employer, the Employer may provide for legal services in the defence of legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of legal counsel chosen by an employee.
- (d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.
- (e) The provisions of this Memorandum of Agreement shall be binding upon the Employer on the condition that employees shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them and such notice must be provided to the Employer in circumstances including, but not limited to, the following:
- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
  - (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
  - (3) where any investigate body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
  - (4) when information first becomes known to the employee in the light of which the employee should reasonably expect that they might be the object of legal action, or
  - (5) when the employee receive notice of any legal proceeding of any nature or kind.

## **MEMORANDUM OF AGREEMENT #4 Whistle Blower Protection**

### **Purpose**

The purpose of this Memorandum of Agreement is to provide a framework for employees to report suspected unlawful or fraudulent conduct, or breaches of Casino Policy, BC Lottery Corporation (BCLC) Regulations or Gaming Policy and Enforcement Branch (GPEB) Regulations ("*misconduct*"). A key element of this framework is the protection of employees from retaliation where the employees have made such reports in good faith and based upon reasonable belief.

### **Reporting Procedures and Investigation**

Employees are expected to report suspected misconduct internally, to the Chief Privacy Officer, and allow the Employer an opportunity to investigate the matter, prior to raising the matter externally, including to the BCLC or GPEB.

When an employee who has reported suspected Misconduct is notified by the Employer that is investigation into the suspected misconduct is complete, the employee may choose at that point, but not before, to report the suspected misconduct directly to BCLC or GPEB, provided the employee reasonably and honestly believes that the matter has not been properly dealt with by the Employer.

The Employer will consider all reports of suspected misconduct to be provided in confidence, and will disclose such reports only to the extent required to adequately investigate the suspected misconduct or as required by law. Employees who are interviewed during an investigation following a report of suspected misconduct are expected to treat the matter confidentially and refrain from discussing it in the workplace or elsewhere.

### **No Retaliation**

If an employee reports suspected misconduct, in good faith and based on a reasonable belief, and in accordance with this Memorandum of Agreement and its procedures, the employee will not be subject to discipline or retaliation by the Employer for making the report.

### **Disciplinary Offences**

An employee who makes a knowingly false, frivolous, bad faith or malicious report of misconduct may be subject to discipline up to and including termination of employment.

An employee who retaliates against an employee who reports suspected misconduct may be subject to discipline up to and including termination of employment.

## **MEMORANDUM OF AGREEMENT #5 Weekly Indemnity**

The Employer agrees to provide an employee paid Weekly Indemnity plan for employees who meet the entitlement requirements as per Clause 23.3. The Weekly Indemnity shall provide for coverage as follows:

- 66.7% of gross pay to a maximum of \$800 per week;
- Accident coverage is immediate;
- Illness coverage begins after 3 days of own occupation disability;
- 26 week maximum coverage.



The Union agrees to conduct a ballot for acceptance or rejection of the above Plan by the BCGEU membership. The balloting shall commence after the Employer has determined the respective costs per member associated with the Plan.

The threshold for acceptance shall be a majority of 75% plus one of voting members.

The Union further agrees that the Plan will incorporate 100% of eligible members.

**MEMORANDUM OF AGREEMENT #6**  
**Wage Protected Staff**

The parties agree that for the life of this Agreement, the following employees shall remain grandparented at the applicable rates as shown:

	Sept 5 2010	Sept 5 2011	Sept 5 2012
<b>Roulette</b>			
V. Trudel	\$13.90	\$14.18	\$14.46
V. Bernardy	\$14.17	\$14.45	\$14.74
D. Dahl			
I. Thompson			
A. Osachoff			
E. Bennett	\$14.43	\$14.72	\$15.01
K. Shann			
C. Ketter			
A. Williams			
<b>Slots</b>			
K. Bealle	\$20.36	\$20.77	\$21.18
<b>Food and Beverage</b>			
J. Uzick	\$15.31	\$15.62	\$15.93

**MEMORANDUM OF AGREEMENT #7**  
**Wage Protected (Red Circled) Staff Representative**

The parties agree that for the life of this Agreement, the following employees while working in their classification shall have their respective rate remain red-circled at the applicable rates as shown.

In lieu of a rate increase on the anniversary dates, these employees at the Vernon Casino shall be entitled to a payment following each Sept. 4 an amount of money as a lump sum based on the previous twelve months of work as follows:

**Group 1:** For all three years of the Agreement, the hours worked including overtime, vacation and paid holiday bank multiplied by 2%;

**Group 1 - \$10.85**

E. Brooks  
S. Gomez  
J. Lloyd  
T. Jones  
K. Cestas  
Fedaj  
R. Larose  
Whitfield  
Woods

**Group 1 - \$10.87**

T. Jensen

**Group 2:** *For years two and three* of the Agreement, the hours worked including overtime, vacation and paid holiday bank multiplied by 2%;

**Group 2 - \$10.85**

A. Ranger (Guest services rate of \$13.74 also red circled)  
N. Becker

An individual letter will be provided to each employee explaining the details with a copy to their personnel file.

**LETTER OF UNDERSTANDING #1  
Games Training**

Employees shall have the option, based on operational needs, of switching shifts or reducing hours in order to accommodate training and to ensure that the employee gets adequate rest. The Employer shall not unreasonably deny such requests. This time shall not be calculated as a shift change pursuant to Clause 15.2(b).

**LETTER OF UNDERSTANDING #2  
Scheduling**

Following ratification of this Agreement, the parties agree that the Employer shall establish work schedules in each classification. In recognition of the complexity of scheduling issues, the Employer and the Union agree to discuss the various scheduling considerations in each classification. The parties acknowledge the Employer's right to schedule employees to ensure the efficient and productive operations of its business. The parties also acknowledge the right of the employees to maintain a family life.

**LETTER OF UNDERSTANDING #3  
Pay For Games Dealt**

All current grandfathered multi-skilled dealers will continue to be paid the higher rate regardless of the games dealt, as is the current practice.

**LETTER OF UNDERSTANDING #4**  
**Application of Clause 17.2(b) – Payment for a Paid Holiday**

The parties recognize that there will need to be administrative adjustments to the payroll system in order for the Employer to be able to meet the calculation requirements established in Clause 17.2(b).

The Employer anticipates and will endeavour to complete these administrative adjustments by the summer of 2011. The present practice of the Employer in applying the provisions within Clause 17.2(b) are such that the calculation noted is calculated from the week previous to the paid holiday.

The Employer agrees to inform the employees at least one pay period prior to the implementation as to on what date the adjustments will take effect.

**LETTER OF UNDERSTANDING #5**  
**Clause 2.2 – Bargaining Unit Work**

The parties recognize that a number of disputes have occurred between the parties with respect to the language and intent of Clause 2.2 – Bargaining Unit Work.

In discussions, the parties concur that there is a reasonableness test that must be applied when interpreting the intent of this language.

The Union concedes that the Employer has the right to operate its business in accordance with the Agreement. The Union also concedes that the Employer's business is one of hospitality and that providing service to customers is a priority.

The Employer concedes that the Union has a right to protect the integrity of the bargaining unit and that work within the bargaining unit is the work of the union members.

When considering these understandings, the parties must consider whether the line between bargaining unit work and management work has been compromised or is the circumstance giving rise to this consideration sufficient on a reasonable basis to warrant a dispute.

The parties agree to work with the respective labour management committees in assisting the parties with the application of the reasonableness test at the worksites.