

COLLECTIVE AGREEMENT

between the

**GATEWAY CASINOS & ENTERTAINMENT
LIMITED (GRAND VILLA CASINO, BURNABY)**

and the

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

Effective to December 31, 2014

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DEFINITIONS

- (1) "*Agreement*" – means this Collective Agreement.
- (2) "*Bargaining units*" – are defined as the bargaining units 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). For the Supervisors: on July 3, 2008 (Supervisors – Slot and Dealer Departments) as amended for Guest Service Representative Supervisors on December 8, 2008 as amended for Drop Team Supervisors on January 20, 2009; as amended for Cashier Supervisors on September 17, 2009; as amended for Security Supervisors on April 6, 2011. For Front Line employees: on July 31, 2008 (Slot Attendants and Dealers); as amended for Guest Service Representatives and Security on December 8, 2008; as amended for Drop Team and Food and Beverage on May 19, 2009; and as amended for Cashiers on March 9, 2011.
- (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 Gateway Casinos & Entertainment Limited (*Grand Villa Casino, Burnaby*).
 - (a) Grand Villa Casino, Burnaby, includes the original Burnaby location as well as the current location known as the Grand Villa Casino.
- (6) "*Regular employee*" – means an employee who has accepted a consistent schedule and who has completed probation.
- (7) "*Casual employee*" – means an employee who does not have a schedule as per Clause 15.2 and is only scheduled to work or called to work on an as-and-when-needed basis to meet unexpected operational requirements, cover regular employees on vacation, illness or injury, education leave, compassionate leave or other leave. Casual employees cannot exercise seniority rights to access available work until 480 hours have been accumulated or six months of employment with the Employer has been completed, whichever comes first.
- (8) "*Probationary employee*" – means an employee during their first 480 hours actually worked or three months with the Employer, whichever comes first.
- (9) "*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.
- (10) "*Spouse*" – includes same sex and opposite sex common-law individuals, husband or wife.
- (11) "*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.
- (12) "*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.
- (13) "*Layoff*" – means the loss of work due to a work reduction in operational hours, reorganization, closure or other material change in the organization.

Notwithstanding the above paragraph, a loss of hours due to the end result of the yearly scheduling process in Clause 15.2 – Yearly Scheduling, does not constitute a layoff.
- (14) "*Leave of absence with pay*" – means to be absent from duty with permission and with pay.
- (15) "*Leave of absence without pay*" – means to be absent from duty with permission but without pay.

- (16) "*Shift*" – means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
- (17) "*Union*" – means the B.C. Government and Service Employees' Union (BCGEU).
- (18) "*Work schedule*" – means the schedule of work shifts and days of rest.
- (19) "*Work or Worked*" – includes paid leaves; unpaid leaves where compensation is recognized by the Agreement; inclusive of union leaves, WorkSafeBC absences; vacations; paid holidays, as well as unpaid leaves as authorized by the Employer. This definition includes all hours as calculated against an employee's annual hours of work.
- (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 the established hire date for continuous employment used by the Employer for vacation entitlement.
- (24) "*Classification Seniority*" – means from the first shift worked in that classification. Classification seniority previously earned will remain credited, but shall not continue to accrue, if that employee leaves a classification to work in another classification.
- (25) "*Classification*" – means the positions within the bargaining units found within Appendix B – Classifications.
- (26) "*Continuous Employment*" – means uninterrupted employment with the Employer and includes continuous employment where an employee transfers their employment from The Palace Casino, Baccarat Casino, Lake City Casinos, Cascades Casino or Starlight Casino to the Grand Villa Casino.
- (27) "*Vacation Day*" – means a single day of unavailability credited against the employee's annual vacation entitlement pursuant to Clause 18.1(a)(b)&(c) – Vacation Entitlement. Vacation schedules shall be consistent with the Hours of Work defined in Clause 14.1 – Normal Straight-Time Hours of Work.

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 for the term of this Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated, 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 manager designated by the Employer to receive such complaints. Where the complaint is against the manager designated, it shall be submitted to the human resources manager. Upon receipt of the written complaint, the employer designate 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) If the alleged harasser (respondent) is an employee of the Employer, she 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 human resources manager in writing within 15 days of receipt of the complaint. The human resources manager 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 human resources manager's resolution.

(d) Where both the complainant and the respondent, are members of the Union, each shall be given the option of having a shop 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, are members of the Union in conjunction with the Union, is not satisfied with the human resources manager's 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 Employer recognizes the Union's right to select shop stewards to represent employees. The Employer and the Union will agree on the number of shop stewards, taking into account the operational needs of the Employer and the administrative needs of the Agreement. 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 shop stewards provided that the Union has first advised the Employer in writing of the names of the shop stewards so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment from time to time.
- (c) The necessary time which is spent by shop 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 shop 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 shop steward.
- (e) Leave of absence without pay and with seniority shall be granted to shop stewards and elected representatives to attend to union business, which requires them to leave their premises of employment.

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

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

2.2 Bargaining Unit Work

(a) Employees not included in either 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 either bargaining unit except in cases of emergency when employees are not available.

(b) The Employer recognizes that it is improper for excluded employees to do work which is presently performed by employees within either bargaining unit and will not take any action that will result in the displacement of scheduled shifts within either bargaining unit. However, the parties recognize that for the practical and efficient operation of the casino, there are occasions when an excluded employee must help. On such occasions employees from the appropriate bargaining unit will be called to work immediately and the excluded employee will cease to perform the work of the bargaining unit when a sufficient number of 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

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining units described in the certifications issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.

2.4 No Individual Contracts or Agreements

(a) No employee shall be compelled 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 the purposes of this clause, a "*legal picket line*" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code* of British Columbia.

(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 plexiglas and locked to prevent unauthorized notices from being posted.

(b) The Employer will provide a sealed box below the bulletin board 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 pin, a shop steward pin, or a union button. The union button may not exceed the size of a "loonie" and will not carry political, protest, or other slogans.

2.8 Leave of Absence: Employee Elected to Union Office

(a) The Employer shall grant an unpaid leave of absence with accrued service and classification seniority 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 their former position with the accrued service and classification seniority, within the 30 calendar days after the completion of their employment with the Union. If their former position no longer exists the employee shall be deemed laid-off and the provisions of Article 13 – Layoff and Recall shall apply.

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

2.9 Leave of Absence: Union Conventions and Educational Programs

(a) The employer representative responsible for scheduling, upon receipt of written notice (facsimile is acceptable) from the Union, shall grant leave of absence without pay up to and including four employees, from each classification 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 classification. Otherwise such leaves of absence will not be unreasonably denied.

ARTICLE 3 - UNION SECURITY

3.1 Membership

All employees, as defined in the respective certifications, 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

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 15th 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 item (c) above.
- (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

The Employer agrees that a shop steward will be given an opportunity to meet with new employees during the orientation process without loss of pay, for up to 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.

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

The Employer will post copies of any changes to the policies and procedures manual to a bulletin board designated for that purpose for the conduct of employees and issue copies to each employee as an attachment on the employee's paystub, to each shop steward and the staff representative.

6.4 Exercising of Rights

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

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 a labour management committee comprised of up to five Employer and up to five union representatives, one of which may be a staff representative. The Committee may call upon additional persons for technical information, communications or advice. 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.

(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 posted on the respective bulletin boards with a copy to the Vice-President of Human Resources.
- (e) The parties shall conclude action items identified by the labour management committee in a timely manner.

7.2 Joint Orientation

The parties agree that as soon as practicable, but no 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 Manager or 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 denied.
- (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. 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 articles(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.

8.6 Failure to Act

A grievance shall commence and proceed through the grievance procedure within the time limits provided; otherwise it shall be deemed abandoned. The time limits may be extended by mutual consent of the parties 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 other suspensions, 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 it being filed.
- (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.

8.13 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing and will not be unreasonably denied.

ARTICLE 9 - ARBITRATION PROCEDURE

9.1 Notification

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

9.2 Expedited Arbitration

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

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
- (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the Agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;
 - (5) 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, on a rotational basis, or shall be a different arbitrator mutually agreed to by the parties:

Ron Keras	Kate Young
Brian Foley	Mark Atkinson
Mark Brown	

- (c) By January 31st 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.

9.3 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.

9.4 Formal Arbitration

(a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 9.2(a) above, either party may refer the grievance to the formal arbitration procedure.

(b) Once either party has made such a referral, the request shall be made to set a date and an arbitrator to be assigned from a mutually agreed to list of arbitrators.

(c) Depending on availability, arbitrators will be assigned on a rotational basis.

(d) The mutually agreed to arbitrators list shall be appended to the Agreement. An arbitrator may be removed from the list by mutual agreement.

(e) The Arbitrator assigned may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

The formal arbitrators to be appointed are as follows:

Marguerite Jackson
Ron Keras
James Dorsey QC
Kate Young
Rod Germaine

9.5 Authority of the Arbitrator

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

9.6 Cost Sharing

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

9.7 Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

9.8 Use of Labour Relations Code, British Columbia

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Dismissal, Suspension and Discipline

- (a) Employees can only be disciplined or discharged with just and reasonable cause.
- (b) During the probationary period, an employee may be discharged if 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 shop steward will be present unless the employee specifically requests otherwise.
- (d) In the event that an employee is discharged for just and reasonable cause, a designated shop steward will be notified of the dismissal. Such notification will be in writing.
- (e) Written reasons for the discharge, suspension or discipline will be provided.

10.2 Right to Have Union Representative Present

- (a) An employee shall have the right to have their shop steward present at any discussion with a designated manager which the employee believes might be the basis of disciplinary action. Where a designated manager intends to interview an employee for disciplinary purposes, the designated manager shall make every effort to notify the employee in advance of the purpose of the interview in

order that the employee may contact their shop steward of their choice, providing this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve discipline.

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

(c) Members of the supervisors bargaining unit may be required to discipline other members of the Union. The Employer agrees that supervisors so designated shall have the requisite training and designated authority before being assigned these duties.

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

10.3 Limitation on Holding Discipline Against Employees

Any and all disciplinary action recorded 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 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 excluded personnel.

10.4 Performance Appraisals

(a) Daily performance appraisals used for the purpose of evaluating an employee's ability to complete probation or to complete a trial period in a new position will be prepared by the employee's immediate supervisor on any given shift. The employee will be allowed to read the appraisals to determine where improvements may be necessary to meet the Employer's requirements. The appraisal will then be forwarded to an excluded manager.

(b) Any summary or summaries of the daily performance appraisals in (a) above will be prepared by an excluded manager. Any decisions made regarding the successful completion, extension or rejection of a probationary period or trial period will be made by the excluded manager. Any decision on the suitability must be made before the expiration of the probationary period or trial period. A copy of the summary appraisal will be placed in the employee's personnel file.

(c) The Employer may assign a member of the supervisor bargaining unit to conduct a yearly performance appraisal of a member of the other respective bargaining unit. Such supervisors shall have the requisite training and designated authority to perform this assignment. Supervisors given this assignment shall have direct knowledge of the employee who is the subject of the appraisal.

(d) The employee shall be given a copy of the 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 hours of work. Upon request, the employee will be given three working days to read and review the appraisal. 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 comments section. An employee shall, upon request, receive a copy of the appraisal at the time of signing. An appraisal 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 an appraisal unless the signature indicates disagreement with the appraisal. A copy of the completed appraisal must be placed in the employee's personnel file.

10.5 Personnel File

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

The Employer will notify an Employee of any documents to be placed in their file relating to discipline, potential discipline, absence and attendance. Such documents will be made available to the Employee upon request.

10.6 Abandonment of Position

An employee who fails to report for work for five consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded an opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Application

(a) Service Seniority

From the date of hire, as used for vacation entitlements in accordance with Definition 23, within the company (service seniority) first shift worked. Service Seniority is also applied to the employment security provisions found in Article 13 – Layoff and Vacancies except as noted in (f) below;

(b) Classification Seniority

From the first shift worked for the Employer in that classification. Classification seniority previously earned with the Employer will remain credited, but shall not continue to accrue, if that employee leaves a classification to work in another classification.

If more than one employee is successful in moving to another classification as a result of a single job posting or a course posting, those employees will be placed at the bottom of the new classification in their service seniority order.

(c) Seniority Date

The service seniority of each employee covered by this Agreement will be established after the probationary period after which an employee's service seniority shall be backdated to the employee's first day of employment. In the event that two or more employees had their first day of employment on the same day, they will be ranked for service seniority purposes by chance.

(d) New Classification Seniority Date

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

(e) *Start Date Retained*

Employees transferring from one classification to another shall retain their original service seniority date for entitlements as provided for in this Agreement.

(f) *Transfer, Displacement and Seniority*

Regular employees will not accrue seniority in a classification from which she has transferred or displaced, as per Clause 13.3 – Layoffs and Vacancies. In the event a regular employee who has transferred to another classification does not successfully complete the trial 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 classification seniority in a particular classification and transfers to another classification and is not successful during the training period as described in Clause 12.1(d), any classification seniority accrued will be carried back to their former classification as if accrued there.

Employees who maintain continuous employment when they become employees of the Employer in accordance with Definition 25 – Continuous Employment shall not be able to exercise their service seniority rights under Article 13 – Layoff and Recall – until they have completed two years of employment with the Employer.

Employees who maintain continuous employment when become employees of the Employer in accordance with Definition 25 – Continuous Employment shall earn classification seniority in accordance with 11.1(b) above.

11.2 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 24 months;
- (c) unless otherwise specified, the first three months of leaves of absences which have been granted by the Employer;
- (d) layoff for up to 12 months; or
- (e) time lost as a result of a maternity, parental and adoption leave.

11.3 Loss of Seniority

An employee shall lose seniority in the following circumstances.

If she:

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

(e) upon the completion of a three month trial period, accepts a permanent position where their assigned work is exclusively outside either bargaining unit certified with the Employer.

11.4 Seniority Lists

(a) The Employer shall prepare and post seniority lists May 1st of each year and in an area accessible to all employees, with a copy to the shop stewards. The seniority lists shall commence with the most senior employee by carrying on downward to the most junior employee. Information on the seniority list shall include the employee name (by classification) and service seniority start date and classification seniority within their classification.

(b) An employee may dispute her seniority date by filing notice of dispute in writing with the first excluded manager within their department within 30 days after the posting of the seniority list.

(c) An employee's seniority dates shall be deemed final and binding with no changes allowed when such date(s) has appeared on two consecutive seniority lists. When notice of dispute is filed, the first excluded manager within the department and a shop steward will discuss the seniority dates(s) in an attempt to resolve the issue, and failing a 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) The following process will be used for promotions into supervisory positions:

(1) Job postings for vacant supervisory positions or new supervisor positions shall be posted within 30 days. Each posting shall be posted for not less than 10 days. A designated shop steward shall receive copies of all job postings.

(2) Temporary vacancies which are known to be for a duration of greater than three months, shall be filled in accordance with Article 27(e)(1). Once the shifts within the temporary vacancy have been claimed, these shifts shall be occupied until the return of the incumbent or the next yearly schedule selection process pursuant to Clause 15.2.

(3) Applicants for a supervisor position will be selected on the basis of experience, service 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 classification seniority within the classification for which the successful candidate shall supervise.

(4) 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 their suitability to perform the work required.

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

(6) The notice of postings shall contain the following information: 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.

- (b) For vacancies and new positions that are not supervisory, the following process will be used:
 - (1) Where the Employer creates a new position not recognized in the Agreement, the Employer shall post the position in accordance with Clause 12.3 – Course Postings;
 - (2) Where the Employer requires employees to be trained to meet operational requirements within existing classifications in the Agreement, the Employer shall post these training opportunities in accordance with Clause 12.3 – Course Postings;
 - (3) Where the Employer has exhausted the posting process found in Clause 12.3 – Course Posting - and still requires employees, the Employer may hire new staff to meet those operational requirements.
- (c) Classification seniority placement for employees who have been placed into a new position as noted above will be placed into with their new classification seniority date in accordance with Memorandum of Agreement – Classification Seniority Placement into a New Position.

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) The employer representative will provide an explanation as soon as practicable after receiving a request under Subsection (b) above.
- (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 requires additional employees to be trained for work, the Employer agrees to offer such training as follows:
 - (1) The training opportunity shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such postings.
 - (2) All applicants for posted training shall be required to sign up on a form provided by the Employer. Successful applicants shall be given seven days' notice prior to the commencement of any training.
 - (3) Where the number of suitable applicants exceeds the number of available spaces, the course will be offered in service seniority order.
- (b) The Employer will pay the costs of the trainer for all courses offered by the Employer.
- (c) Time spent by an employee attending any training as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in training that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.

- (d) The employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.
- (e) Employees required to complete on-line training shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this Agreement.
- (f) Upon written request submitted to Human Resources, an employee who is away from work due to vacation or leave of absence, will receive copies of all job or course postings.

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, as follows:

- (a) up to 12 consecutive months of employment, an amount equal to one week's wages.
- (b) after 12 months of employment, an amount equal to two weeks' wages.
- (c) 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.
- (d) the liability under this clause is deemed to be discharged if the employee is given 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.
- (e) 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

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

13.3 Layoffs and Vacancies

- (a) New employees shall not be hired if qualified employees are on layoff.
- (b) When regular employees are laid off they may:
 - (1) accept their layoff; or
 - (2) displace the senior casual employee within their classification; or

(3) use their service seniority to displace the next regular employee with less service seniority in another classification, provided they are qualified and able to perform the work required of the position or has supervised the position. Such displacement cannot incur an increase in hours of work.

(c) 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, pursuant to Clause 15.2, the affected employee shall assume their previously accrued classification seniority in that classification.

(d) 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.

(e) In the event work of temporary nature becomes available in the classification from which the employee was laid off, the employee originally laid off may return to their classification provided the Employer expects the available work to be for a period greater than four consecutive weeks. Classification seniority will be accrued in accordance with Clause 11.1(b). Classification seniority dates will be adjusted accordingly.

13.4 Pre-Layoff Canvass

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

(1) displacing the senior casual employee within the classification with no loss of service seniority or benefits; or

(2) notwithstanding Clause 27.1(e), displace the senior casual employee in a different classification, provided the effected employee is qualified to perform the work, with no loss of service seniority or benefits; or

(3) a resignation; or

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

Where more than one regular employee expresses interest in one of the above options, they shall be offered to qualified employees on the basis of 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, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer, subject to this Agreement.

13.5 Recall Procedure

(a) Employees will be recalled for available work, provided they are qualified to perform the work in reverse order of their layoff.

(b) Employees shall be notified of recall by double registered mail. An employee being recalled must return to work within five days of receipt of the notice. 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 employees on layoff shall be responsible for informing the Employer in the event they receive a change in 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 (1x) 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 (1x) hours of work for regular part-time employees shall be as follows:

- (1) Six, seven, eight or 10 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) Regular 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.

14.2 Posting of Work Schedules

- (a) A work schedule shall be posted two weeks in advance in a conspicuous place 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

Rest periods shall be as follows:

Dealers and dealer supervisor's shall receive a paid 15 minute rest period for each 60 minutes of work.

Food and beverage employees who work six hour shifts shall receive 40 minutes in rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in rest period time. Employees working 10 hour shifts shall receive 80 minutes in rest period time.

Guest service employees who work six hour shifts shall receive 40 minutes in rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in rest period time. Employees working 10 hour shifts shall receive 80 minutes in rest period time.

Security employees who work six hour shifts shall receive 40 minutes in rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in rest period time. Employees working 10 hour shifts shall receive 80 minutes in rest period time.

Drop team employees who work six hours shifts shall receive 40 minutes in rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in rest period time. Employees working 10 hours shifts shall receive 80 minutes in rest period time.

Cashier employees who work six hour shifts shall receive 40 minutes in rest period time. Employees working shifts of seven or eight hours, shall receive 60 minutes in rest period time. Employees working 10 hour shifts shall receive 80 minutes in rest period time.

Slot employees shall receive rest periods of 20 minutes for each 100 minutes of time worked.

Except for dealer employees rest periods shall be scheduled after the first hour of a shift. Where operational requirements permit, the Employer will make every effort to allow rest period breaks to be taken every two to three hours.

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

14.4 No Guarantee

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

ARTICLE 15 - SHIFT WORK

15.1 Split Shift

Subject to Clause 15.2, split shifts within the Food and Beverage classifications only may be scheduled as follows:

- (a) Split Shifts will not be part of the yearly schedule selection process in Clause 15.2. Split shifts will only be scheduled as additional work for special and/or seasonal events;
- (b) There shall be no split shifts unless mutually agreed to between a member and the Employer;
- (c) Split shifts shall be for eight hours of work, to be completed in a 12 hour period;
- (d) Split shifts shall comprise of two times of work, each to be for a period of no less than four hours;
- (e) A break for one hour or less shall not be deemed a split for the assigned shift.

15.2 Yearly Scheduling

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. The shift selection process as set out below will be in June of each year. The Employer will post the shifts for selection in the break rooms at least two weeks prior to the schedule selection date. The schedules will be effective on the first posted scheduled shift of September. A hard copy of the shifts for the selection process shall be made available to employees upon request.

Schedule Selection Process

In each classification, regular employees will select available shifts to determine their work schedule, in order of classification seniority, in June of each year. The selection of shifts within a work schedule will be limited to a break of at least eight hours from the end of one shift and the start of the next shift. Once the selection of shifts within the schedule selection process is complete, these schedules shall remain in place from September to September each year.

- (a) Schedule selection will take place on a mutually agreed upon time and date with a designated manager and the designated shop steward. Employees must be available and prepared to make their selection on that date. Employees shall participate in person., unless on a medical leave of absence or out of the country.
- (b) Upon completion of the schedule selection process, employees must be available to work all shifts within the work schedule selected;

(c) Shifts within work schedules that become permanently available between yearly scheduling will be offered in accordance with Clause 27.1(e) as permanent shifts within schedules until the next schedule selection process.

(d) 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;

Exchanging Shifts

Employees may, by mutual agreement, exchange shifts within a workweek (Sunday to Saturday) 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. Employees will be required to give 24 hours' notice and work in the same department.

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 classification seniority order to employees scheduled to work a shorter shift on the same day, provided such an offer will not result in overtime.

Regular employees may maximize their hours in accordance with Clause 27.1(e).

Employees may maximize their hours by working in other classifications when there are no hours available in their own classification, provided they are qualified to do the work.

Subject to Clause 16.6 – Overtime Compensation – Regular employees who do not have a schedule of 40 hours per week may inform the Employer, by completing an availability form upon completion of the yearly scheduling process, which additional days of the week they are available to work.

15.3 Changes in Work Schedules

(a) In situations other than emergencies, scheduled employees are entitled to 24 hours' notice of any change in the start and finish times of any shift within their schedule. Start and finish time changes shall be limited to two hours before an existing shift or two hours later than an existing shift. 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.

(1) Where 24 hours' notice cannot be provided as per (a) above, due to a front-line employee not being available to work the shift, the Employer will call in another front-line employee or assign a supervisor employee to cover the remainder of the shift;

(2) Where 24 hours' notice cannot be provided as per (a) above, due to a supervisor employee not being available to work the shift, the Employer may assign the work to an excluded manager until such time as a member from either bargaining unit can be contacted to assume the assigned duties.

(b) If an employee is going to be absent from work the employee must notify their designated manager at least 60 minutes before the scheduled start time and for shifts beginning after midnight and 90 minutes prior to the scheduled start time for all other shifts from 8:00 a.m. to midnight. 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 Floor Server Schedules

The Employer agrees that Floor Servers shall select schedules during the schedule selection process that are identified as either rotational location (main gaming rooms, coffee carts and poker room) or the fixed location (Maple Room and Cypress Room – VIP).

15.5 Scheduling Preparations

Prior to any schedule selection, including the annual schedule selection identified in Clause 15.2 above, 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.

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

The application of this clause shall be in the following order:

(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 and offered in order of classification seniority, for each of the shift start times. After the early-out list is exhausted, then if required, the Employer may refer to (b) below.

(b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the employer that they request an early out, the Employer will canvass employees in no particular order to ask for volunteers. The early out will be granted on a first canvassed, first granted basis. Employees can add their name to the early out list at any time during their shift. After the canvass has been exhausted, then, if required, the Employer may refer to (c) below.

(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, in reverse classification seniority regardless of start times. Employees will not be required to leave their shift less than one hour prior to the end of that shift.

(d) Notwithstanding (c) above, where the Employer determines that the operational requirements of the Table Games Department (Dealer Supervisor or a Dealer) can be met with less staff after these employees have begun working; and after (a) and (b) above have been exhausted, the Employer agrees that the employee or employees affected and required to end their shifts shall be the Dealer or Dealers with the lowest classification seniority. An employee who is required to end a shift shall not be forced to end that shift until at least four hours have been completed.

(e) To administer (d) above for Dealer Supervisors, the Dealer Supervisor or Dealer Supervisors with the least classification seniority working at the time, will be offered the opportunity to work as a Dealer for the rest of their shift or accept the Early Out. In the event the Dealer Supervisor or Dealer Supervisors with the least classification seniority have not dealt within the previous two years, the affected Dealer Supervisor must have taken a table test in order to confirm their ability to perform the respective duties. Such table test will have been taken on the employee's own time.

16.6 Overtime Compensation

Employees requested work in excess of their normal daily full shift hours as outlined in 14.2 (Hours of Work), or who are requested to work on their scheduled day of rest, 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 in excess of the hours referred to in (a) above;
- (c) time and one-half for all hours beyond 40 hours in a workweek.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

16.7 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during their 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, who works less than eight hours per day, shall be paid at straight-time for the hours so worked, up to and including the hours of a scheduled shift needed to make up 40 hours per workweek.
- (b) An employee working less than 40 hours per week, and who is required to work other than her scheduled workdays, 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 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
Family Day	

17.2 Payment for a Paid Holiday

- (a) Regular employees who have a schedule of 40 hours per week 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. Regular employees who have a schedule of less than 40 hours per week and casual employees shall receive a normal days pay.

(b) For the purposes of this clause, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the 30 day period immediately preceding the week in which the paid holiday occurs, divided by the number of days worked to establish the hours to be paid for the paid holiday.

(c) An employee who is scheduled by the Employer to work on a paid holiday, shall be paid one and one-half times their normal wage rate for any hours so worked, on all paid holidays in addition to the payment provided for in (a) above. Banked days can be used for sick days or any unpaid leave pursuant to (h) below.

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

(e) Regular employees who have a schedule of 40 hours per week shall schedule, with mutual agreement of the Employer, paid holiday bank days within 90 calendar days from the date the paid holiday was earned. Failing a mutually agreeable date, the Employer shall schedule the paid holiday to be taken after the 90 calendar day period has been exhausted and no later than 12 months from the date of the paid holiday.

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

(g) Banked paid holiday days may be combined with and taken in conjunction with vacation days.

(h) Banked paid holiday days may be used, at the discretion of the employee, when exercising rights under: Clause 19.1 – Bereavement Leave – for additional unpaid bereavement leave or unpaid out of province leave; Clause 19.2 – Family Responsibility Leave – to cover up to five unpaid leave days; Clause 19.9 – Special Leaves – to cover any of the listed unpaid leave days.

17.3 Paid Holiday During Employee's Vacation

(a) Should any paid holiday occur during an employee's vacation period, the formula in Clause 17.3(b) shall be applied to the 30 day period immediately preceding the week in which the vacation commenced.

(b) Should a paid holiday fall during the first or second week immediately following the end of an employee's vacation, the formula in Clause 17.3(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

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 five years of service shall be entitled to 15 days' vacation.
- (c) Employees who have completed 10 years of service shall be entitled to 20 days' vacation.

Employees will earn vacation pay as follows:

Start of employment.....	4%
At the completion of five years.....	6%
At the completion of ten years	8%

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 first date of hire.
- (b) Annual vacation pay shall be calculated using the applicable percentage from Clause 18.1 of the employee's gross earnings for the preceding year.
- (c) "*Gross earnings*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.
- (d) Regular full-time employees shall be paid for their vacation period while they are on vacation as they would be paid while working. Regular part-time and casual employees shall be paid vacation pay on the last payday prior to the vacation leave commencing.

18.3 Vacation Scheduling Preference by Seniority

- (a) Employees shall have preference in respect to scheduling annual vacations days according to their classification seniority within their classification, if they file applications after November 1st and before November 30th of each year for vacations to be taken the following vacation year. After December 1st all applications will be treated on a first come first served basis. It is agreed that vacation schedules will be established so there are sufficient employees remaining at the casino in each position to meet the operating requirements of the casino. The Employer shall respond in writing to vacation requests by December 14th. Vacation requests shall not be unreasonably denied. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. The Employer shall make available an updated vacation time calendar. The vacation year shall be from January 1st to December 31st.
- (b) Where vacation requests are submitted after November 30th to the Employer, the Employer shall respond in writing within two weeks of receiving the request from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (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 ten vacation days per vacation year. Vacation days that are required to be scheduled, and additional vacation days an employee is entitled to take as per (a) above, which remain unscheduled by August 31st of each year, in accordance with (a) above, shall be scheduled by the Employer, to be taken prior to December 31st.
- (e) Employees may schedule vacation days singularly or consecutively. Vacation days may be taken in conjunction with paid holiday bank days, subject to the operational requirements noted in (a) above.

18.4 Vacation Scheduling for Casual Employees

Casual employees may schedule their vacation days singularly or consecutively. Each vacation day will be credited against their annual entitlement pursuant to 18.1 above. Vacation days will be counted as days of work for the purposes of Clause 14.1.

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, sibling, child or grandchild of an employee or someone living with the employee as a member of the family. Where out-of-province travel is required, an employee will receive one additional day without pay of bereavement leave.

A one day leave without pay will include the loss of an aunt, uncle, niece or 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, 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 someone living with the employee as a member of the family.

19.3 Court Attendance

Any employee covered by this Agreement who may be required by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal for the casino in which they are employed, 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 lieu days as part of the education leave.

Such leave request shall not be unreasonably denied.

The Employer reserves the right to request proof of enrolment.

19.6 General Limitation on Leaves of Absence

(a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the leave of absence is to be granted with pay.

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

(c) Except as noted above, general unpaid leaves of absence shall not be reasonably denied. Employees agree to incorporate all unscheduled vacation and paid holiday lieu days that are banked at the beginning of an approved leave of absence.

(d) Clause 10.6 – Abandonment of Position, is applicable to those employees who fail to return to work upon completion of their leave.

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 department.

(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 doctor's 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 Workers' Compensation Board, certifying that the employee is able to resume the performance of her duties. The employee shall cooperate 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 wages 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 if it still exists or a shift with an effort to maintain the same days of rest, the same hours and the same classification.
- (e) The Employer is not bound to accept a report it has reason to believe is flawed or based on factual misunderstanding or misstatement and the Union is not bound to accept a decision made by the Employer based on a physician's certificate or report. The correctness of any decision hereunder is subject to the grievance and arbitration procedure under this Agreement.
- (f) Where the Employer requires a medical certificate 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 federal, provincial or municipal legislation.

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 stat bank should days be available.

19.10 Sick Leave

The Employer agrees to provide each employee with three paid sick leave days per calendar year. The amount of sick days may not be banked or carried over from one year to the next. Sick leave days will be paid, inclusive of premiums, at the same rate the employee would have earned had they been able to work on the sick day in question.

19.11 Employee Medical Leave

The Employer may require an employee who is unable to work due to illness or injury to provide a Gateway Employee Medical Form, from:

- (a) a medical practitioner qualified to practise medicine;
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for five or more consecutive shifts or work;
 - (3) where at least 30 days of illness or injury time have elapsed since the last Gateway Employee Medical Form was obtained; or
 - (4) where, as indicated on a Gateway Employee Medical Leave Form, the employee is anticipated to be unable to work for an extended period, 30 days prior to the anticipated date of return to work. If the Gateway Employee Medical Leave Form states that the Employee will be on a medical leave greater than 90 days, then the Employer may request another Gateway Employee Medical Leave Form to be filled out by the medical practitioner every three months until the employee returns to his full duties and hours.
 - (5) Where the employee is unable to perform the requirements of the position, the Employer will request a Gateway Employee Medical Leave Form to be filled out by the medical practitioner when the Gradual Return to Work (GRTW) plan needs to be updated, revised or if the employee is returning to his full duties and hours.

In order to maintain legislated privacy requirements, such documents shall be maintained in a secure location and administered by Human Resources.

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 four weeks' 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 up to eight members. Four of the members shall be appointed by the Employer and four members shall be appointed by the Union. 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 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 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 Workers' Compensation Board First Aid Regulations. These designated employees shall receive a premium of \$0.50 per hour for all hours worked so designated.

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

21.4 Emergency Protocols

The parties agree to assist the OH&S Committee to structure emergency protocols inclusive of emergency evacuation for the casino. 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.

21.5 Workplace Violence

- (a) It is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse from customers.
- (b) Where such potential exists:
 - (1) employees in those work situations shall receive training in the recognition and management of such incidents; and
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) Employees shall be informed by the Employer of the potential for physical violence or verbal abuse from a customer.
 - (1) Immediate critical incident stress debriefing and, where appropriate, post traumatic counselling shall be made available for employees who have suffered as a result of work related physical violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

ARTICLE 22 - CONTRACTING OUT

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 probationary 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 Health and Welfare 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. The Employer shall provide access to a Direct Pay Card for services covered.
- (e) Dental Care Benefits
 - (1) Plan A – 80%*
 - (2) Plan B – 50% - Maximum of \$3,000.00 per year (If coverage begins in second half of the year, the benefit is reduced by 50%).
 - (3) Plan C – 50% –\$1,500 lifetime per child.

*Plan A to include the composite fillings for all teeth.

23.3 Benefit Entitlement

(a) Subject to hours excluded for calculation found in Appendix C, 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 30 hours per week consistently during the three month period prior to joining the group benefit plan.

(b) To determine ongoing eligibility, the Employer will conduct quarterly reviews (March 31st, June 30th, September 30th and December 31st) 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 30 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 (three + three) of eligible hours does not reach the 30 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 dry cleaned, repaired or replaced when no longer serviceable at no cost to the employee. Uniforms going out and returning from being dry cleaned shall be audited.

24.2 Personal Effects

The Employer agrees to provide secure lunchrooms, 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.

In the event there is a shortage on a payment caused other than by the employee, the Employer agrees to remedy the payment shortage upon such shortage being brought to the Employer's attention and verified.

25.2 Work in Two Classifications

An employee who is scheduled or assigned to perform work in a higher rated classification shall receive the higher rate while performing work in that classification and for all hours worked in the higher rated classification 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 classification shall be paid at their normal classification rate while performing work in that classification, but if the employee requests work in a lower rated classification, the employee shall be paid at that rate for that classification.

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 up to 30¢ of their covered pay (not including gratuities). Employees may at their own discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested immediately.

ARTICLE 26 - CLASSIFICATION RECLASSIFICATION AND JOB DESCRIPTIONS

(a) *Job Descriptions*

The Employer agrees to provide complete job descriptions to the Union for the classifications identified within Appendix B.

(b) *New Classifications*

If the Employer establishes a new classification in either bargaining unit which is not included in Appendix B – Classifications of this Agreement, the Employer will discuss the new classification and the wage rate for the classification 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 - CALL-IN PROCEDURE FOR ADDITIONAL WORK

(a) Availability for work shall be as follows:

(1) Probationary employees will submit their days and shifts (morning, afternoon, graveyard) of availability prior to the commencement of employment. Such availability will include at least one day of each Friday, Saturday or Sunday or two days of each Friday, Saturday and Sunday, subject to (a)(2) below. Changes in availability are not permitted during the probationary period.

(2) Availability of casual employees hired after March 1, 2012, will include at least two days of each Friday, Saturday and Sunday and once availability is selected, these casual employees may not change the availability during their first year of employment. Availability for casual employees hired after December 17, 2009 and before March 1, 2012 will include at least one day of each Friday, Saturday or Sunday.

Regular employees with less than 40 scheduled hours per week and casual employees can only change their availability twice yearly (December 1st to be effective January 1st and June 1st to be effective July 1st). Notwithstanding the twice annual changes to availability, regular employees with less than 40 hours per week and casual employees who wish to increase their availability may do so by giving the Employer two weeks written notice. A change in availability pursuant to this clause will not permit one employee to displace another employee from a shift that has already been assigned.

(3) Notwithstanding (a)(1) and (a)(2) above, regular employees with less than 40 scheduled hours per week and a casual employees who are or becomes a student in a bona fide educational course or program, shall have, while enrolled in the course or program, the ability

to temporarily adjust their dates of availability until completion of the course or program. The Employer may require proof of enrolment.

- (b) The availability form will include classifications for which an employee meets the qualifications, 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 or assign those shifts for which the employee has indicated unavailability for.
- (d) If a probationary or a casual employee refuses to work six shifts for which availability was given in any continuous 90 day period, they will be deemed to have resigned.
- (e) Qualified regular and casual employees shall be offered additional 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) Casual employees within the classification.
 - (3) Regular employees in other classifications who have not maximized their hours in accordance with Clause 15.2.
 - (4) Casual employees in other classifications.
 - (5) 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 qualified employee in that classification.
- (g) 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 or refused.
 - (5) Signature of the caller.
- (h) The Labour Management Committee may review the Logbook.
- (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 (d) above.
- (1) Maternity, parental or adoption leave;
 - (2) Bereavement leave;
 - (3) Leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or provincial emergency program, or fire or police training seminars;
 - (4) Illness or injury (proof of illness or injury may be required if the absence is greater than five days or where it appears that a pattern of consistent or frequent absence is developing);
 - (5) Illness or injury of a dependent child or spouse of an employee (proof of illness or injury may be required if a pattern of consistent absence is developing);
 - (6) Union leave;
 - (7) Jury duty;
 - (8) Medical or dental appointments;
 - (9) Approved leaves of absences without pay.

For the application of (a)(1) and (a)(2) above, shifts are defined as follows:

Morning Shift: All hours worked on any shift which starts at 4:00 a.m. or later;
Afternoon Shift: All hours worked on any shift that starts at 12:00 p.m. or later;
Graveyard Shift: All hours worked on any shift that starts at 8:00 p.m. or later.

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. Company Policy shall include a form of intervention information as provided by the Employee Assistance Program in order to assist employees with the illness. All provisions found within the Collective Agreement that relate to non-industrial illness and injury shall apply.

28.5 Signing of Documents

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

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.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

(a) The duration of this Agreement shall be for a period ending December 31, 2014.

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.

(d) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

(e) The parties agreed to ratify any future agreements recognizing the two respective bargaining units as one.

29.2 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 West
Vice President, Human Resources

Craig Proctor
Bargaining Committee Chair

Darcy Romanin
Executive Manager, Tables

Chantelle Kilmartin
Bargaining Committee

Rosy Grewal
Human Resources Manager

Michael Roberts
Bargaining Committee

Doug Riley
Bargaining Committee

Mike Orders
Staff Representative – Negotiations

Dated this _____ day of _____, 20____.

**APPENDIX A
Hourly Wage Rate**

Effective January 1, 2012

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$13.76	\$14.60	\$15.45	\$16.29	\$17.47
Slot Supervisor			\$14.76	\$15.02	\$15.28	\$15.54	
Guest Services Supervisor			\$16.53	\$16.81	\$17.09	\$17.35	\$17.63
Drop Team Supervisor			\$17.21	\$17.47	\$17.74	\$18.00	
Cash Supervisor			\$17.84	\$18.11	\$18.37	\$18.64	
Security Supervisor			17.90	18.17	18.43	18.70	18.96
Dealer - One-Game	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
Dealer - Two-Game	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50		
Dealer - Three-Game			\$11.25	\$11.75	\$12.25	\$12.75	\$13.25
Dealer - Four-Game			\$12.72	\$13.37	\$14.02	\$14.67	\$15.62
Dealer – Five Game			\$12.98	\$13.69	\$14.41	\$15.12	\$16.15
Slot Attendant	\$10.45	\$10.90	\$11.36	\$11.81	\$12.27		
Security Officer	\$15.82	\$16.34	\$16.86	\$17.18	\$17.64		
Guest Services Representative	\$14.10	\$14.57	\$15.05	\$15.45	\$16.08		
Drop Team Member	\$14.56	\$14.88	\$15.22	\$15.55	\$15.88		
Cashier	\$15.19	\$15.52	\$15.85	\$16.18	\$16.51		
Busser/Porter	\$10.87	\$12.70	\$12.96				
Floor Server	\$10.87	\$12.70	\$12.96				
Café Associate	\$10.87	\$12.70	\$12.96				
Bartender	\$13.58	\$15.88	\$16.15				
Dishwasher	\$11.32	\$13.23	\$13.49				
Staff Kitchen Attendant	\$11.32	\$13.23	\$13.49				
3 rd Cook	\$14.03	\$16.41	\$16.68				
2 nd Cook	\$15.07	\$17.64	\$17.90				
1 st Cook	\$15.83	\$18.53	\$20.39				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

**APPENDIX A
Hourly Wage Rate**

Effective July 1, 2012

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$13.96	\$14.80	\$15.65	\$16.49	\$17.67
Slot Supervisor			\$14.96	\$15.22	\$15.48	\$15.74	
Guest Services Supervisor			\$16.73	\$17.01	\$17.29	\$17.55	\$17.83
Drop Team Supervisor			\$17.41	\$17.67	\$17.94	\$18.20	
Cash Supervisor			\$18.04	\$18.31	\$18.57	\$18.84	
Security Supervisor			18.10	18.37	18.63	18.90	19.16
Dealer - One-Game	\$10.45	\$10.70	\$10.95	\$11.20	\$11.45	\$0.20	
Dealer - Two-Game	\$10.70	\$10.95	\$11.20	\$11.45	\$11.70	\$0.20	
Dealer - Three-Game			\$11.45	\$11.95	\$12.45	\$12.95	\$13.45
Dealer - Four-Game			\$12.92	\$13.57	\$14.22	\$14.87	\$15.82
Dealer – Five Game			\$13.18	\$13.89	\$14.61	\$15.32	\$16.35
Slot Attendant	\$10.65	\$11.10	\$11.56	\$12.01	\$12.47		
Security Officer	\$16.02	\$16.54	\$17.06	\$17.38	\$17.84		
Guest Services Representative	\$14.30	\$14.77	\$15.25	\$15.65	\$16.28		
Drop Team Member	\$14.76	\$15.08	\$15.42	\$15.75	\$16.08		
Cashier	\$15.39	\$15.72	\$16.05	\$16.38	\$16.71		
Busser/Porter	\$11.07	\$12.90	\$13.16				
Floor Server	\$11.07	\$12.90	\$13.16				
Café Associate	\$11.07	\$12.90	\$13.16				
Bartender	\$13.78	\$16.08	\$16.35				
Dishwasher	\$11.52	\$13.43	\$13.69				
Staff Kitchen Attendant	\$11.52	\$13.43	\$13.69				
3 rd Cook	\$14.23	\$16.61	\$16.88				
2 nd Cook	\$15.27	\$17.84	\$18.10				
1 st Cook	\$16.03	\$18.73	\$20.59				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

**APPENDIX A
Hourly Wage Rate**

Effective January 1, 2013

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$14.16	\$15.00	\$15.85	\$16.69	\$17.87
Slot Supervisor			\$15.16	\$15.42	\$15.68	\$15.94	
Guest Services Supervisor			\$16.93	\$17.21	\$17.49	\$17.75	\$18.03
Drop Team Supervisor			\$17.61	\$17.87	\$18.14	\$18.40	
Cash Supervisor			\$18.24	\$18.51	\$18.77	\$19.04	
Security Supervisor			18.55	18.82	19.08	19.35	19.61
Dealer - One-Game	\$10.65	10.90	\$11.15	\$11.40	\$11.65		
Dealer - Two-Game	\$10.90	11.15	\$11.40	\$11.65	\$11.90		
Dealer - Three-Game			\$11.65	\$12.15	\$12.65	\$13.15	\$13.65
Dealer - Four-Game			\$13.12	\$13.77	\$14.42	\$15.07	\$16.02
Dealer – Five Game			\$13.38	\$14.09	\$14.81	\$15.52	\$16.55
Slot Attendant	\$10.85	\$11.30	\$11.76	\$12.21	\$12.67		
Security Officer	\$16.22	\$16.74	\$17.26	\$17.58	\$18.04		
Guest Services Representative	\$14.50	\$14.97	\$15.45	\$15.85	\$16.48		
Drop Team Member	\$14.96	\$15.28	\$15.62	\$15.95	\$16.28		
Cashier	\$15.59	\$15.92	\$16.25	\$16.58	\$16.91		
Busser/Porter	\$11.27	\$13.10	\$13.36				
Floor Server	\$11.27	\$13.10	\$13.36				
Café Associate	\$11.27	\$13.10	\$13.36				
Bartender	\$13.98	\$16.28	\$16.55				
Dishwasher	\$11.72	\$13.63	\$13.89				
Staff Kitchen Attendant	\$11.72	\$13.63	\$13.89				
3 rd Cook	\$14.43	\$16.81	\$17.08				
2 nd Cook	\$15.47	\$18.04	\$18.30				
1 st Cook	\$16.23	\$18.93	\$20.79				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

**APPENDIX A
Hourly Wage Rate**

Effective July 1, 2013

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$14.36	\$15.20	\$16.05	\$16.89	\$18.07
Slot Supervisor			\$15.36	\$15.62	\$15.88	\$16.14	
Guest Services Supervisor			\$17.13	\$17.41	\$17.69	\$17.95	\$18.23
Drop Team Supervisor			\$17.81	\$18.07	\$18.34	\$18.60	
Cash Supervisor			\$18.44	\$18.71	\$18.97	\$19.24	
Security Supervisor			18.75	19.02	19.28	19.55	19.81
Dealer - One-Game	\$10.85	11.10	\$11.35	\$11.60	\$11.85		
Dealer - Two-Game	\$11.10	11.35	\$11.60	\$11.85	\$12.10		
Dealer - Three-Game			\$11.85	\$12.35	\$12.85	\$13.35	\$13.85
Dealer - Four-Game			\$13.32	\$13.97	\$14.62	\$15.27	\$16.22
Dealer – Five Game			\$13.58	\$14.29	\$15.01	\$15.72	\$16.75
Slot Attendant	\$11.05	\$11.50	\$11.96	\$12.41	\$12.87		
Security Officer	\$16.42	\$16.94	\$17.46	\$17.78	\$18.24		
Guest Services Representative	\$14.70	\$15.17	\$15.65	\$16.05	\$16.68		
Drop Team Member	\$15.16	\$15.48	\$15.82	\$16.15	\$16.48		
Cashier	\$15.79	\$16.12	\$16.45	\$16.78	\$17.11		
Busser/Porter	\$11.47	\$13.30	\$13.56				
Floor Server	\$11.47	\$13.30	\$13.56				
Café Associate	\$11.47	\$13.30	\$13.56				
Bartender	\$14.18	\$16.48	\$16.75				
Dishwasher	\$11.92	\$13.83	\$14.09				
Staff Kitchen Attendant	\$11.92	\$13.83	\$14.09				
3 rd Cook	\$14.63	\$17.01	\$17.28				
2 nd Cook	\$15.67	\$18.24	\$18.50				
1 st Cook	\$16.43	\$19.13	\$20.99				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

**APPENDIX A
Hourly Wage Rate**

Effective January 1, 2014

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$14.56	\$15.40	\$16.25	\$17.09	\$18.27
Slot Supervisor			\$15.56	\$15.82	\$16.08	\$16.34	
Guest Services Supervisor			\$17.33	\$17.61	\$17.89	\$18.15	\$18.43
Drop Team Supervisor			\$18.01	\$18.27	\$18.54	\$18.80	
Cash Supervisor			\$18.64	\$18.91	\$19.17	\$19.44	
Security Supervisor			19.20	19.47	19.73	20.00	20.26
Dealer - One-Game	\$11.05	11.30	\$11.55	\$11.80	\$12.05		
Dealer - Two-Game	\$11.30	11.55	\$11.80	\$12.05	\$12.30		
Dealer - Three-Game			\$12.05	\$12.55	\$13.05	\$13.55	\$14.05
Dealer - Four-Game			\$13.52	\$14.17	\$14.82	\$15.47	\$16.42
Dealer – Five Game			\$13.78	\$14.49	\$15.21	\$15.92	\$16.95
Slot Attendant	\$11.25	\$11.70	\$12.16	\$12.61	\$13.07		
Security Officer	\$16.62	\$17.14	\$17.66	\$17.98	\$18.44		
Guest Services Representative	\$14.90	\$15.37	\$15.85	\$16.25	\$16.88		
Drop Team Member	\$15.36	\$15.68	\$16.02	\$16.35	\$16.68		
Cashier	\$15.99	\$16.32	\$16.65	\$16.98	\$17.31		
Busser/Porter	\$11.67	\$13.50	\$13.76				
Floor Server	\$11.67	\$13.50	\$13.76				
Café Associate	\$11.67	\$13.50	\$13.76				
Bartender	\$14.38	\$16.68	\$16.95				
Dishwasher	\$12.12	\$14.03	\$14.29				
Staff Kitchen Attendant	\$12.12	\$14.03	\$14.29				
3 rd Cook	\$14.83	\$17.21	\$17.48				
2 nd Cook	\$15.87	\$18.44	\$18.70				
1 st Cook	\$16.63	\$19.33	\$21.19				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

**APPENDIX A
Hourly Wage Rate**

Effective July 1, 2014

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Dealer Supervisor			\$14.81	\$15.65	\$16.50	\$17.34	\$18.52
Slot Supervisor			\$15.81	\$16.07	\$16.33	\$16.59	
Guest Services Supervisor			\$17.58	\$17.86	\$18.14	\$18.40	\$18.68
Drop Team Supervisor			\$18.26	\$18.52	\$18.79	\$19.05	
Cash Supervisor			\$18.89	\$19.16	\$19.42	\$19.69	
Security Supervisor			19.45	19.72	19.98	20.25	20.51
Dealer - One-Game	\$11.30	11.55	\$11.80	\$12.05	\$12.30		
Dealer - Two-Game	\$11.55	11.80	\$12.05	\$12.30	\$12.55		
Dealer - Three-Game			\$12.30	\$12.80	\$13.30	\$13.80	\$14.30
Dealer - Four-Game			\$13.77	\$14.42	\$15.07	\$15.72	\$16.67
Dealer – Five Game			\$14.03	\$14.74	\$15.46	\$16.17	\$17.20
Slot Attendant	\$11.50	\$11.95	\$12.41	\$12.86	\$13.32		
Security Officer	\$16.87	\$17.39	\$17.91	\$18.23	\$18.69		
Guest Services Representative	\$15.15	\$15.62	\$16.10	\$16.50	\$17.13		
Drop Team Member	\$15.61	\$15.93	\$16.27	\$16.60	\$16.93		
Cashier	\$16.24	\$16.57	\$16.90	\$17.23	\$17.56		
Busser/Porter	\$11.92	\$13.75	\$14.01				
Floor Server	\$11.92	\$13.75	\$14.01				
Café Associate	\$11.92	\$13.75	\$14.01				
Bartender	\$14.63	\$16.93	\$17.20				
Dishwasher	\$12.37	\$14.28	\$14.54				
Staff Kitchen Attendant	\$12.37	\$14.28	\$14.54				
3 rd Cook	\$15.08	\$17.46	\$17.73				
2 nd Cook	\$16.12	\$18.69	\$18.95				
1 st Cook	\$16.88	\$19.58	\$21.44				

Game premium (Craps) 50¢ per hour

Security First Aid premium 50¢ per hour

Security Supervisors 25¢ on each January 1st plus general wage increase

Definition

"Dealer Games" – mean the following list: Blackjack; Baccarat; Pai Gow; Roulette; and Poker.

Shift Differential for Graveyard and Weekend Shifts

Employees who work shifts as defined as Graveyard or Weekend Shifts below, shall receive an additional 25¢ per hour for the hours worked.

Graveyard Shift Times:

- Six, seven or eight hour shifts that start at 21:00 hours through to and including 05:00 hours;
- 10 hour shifts that start at 19:00 hours through to and including 05:00 hours

Weekend Shift Times – Friday and Saturday Shifts:

- All shifts that start at 18:00 hours through to and including 05:00 hours.

APPENDIX B Classifications

The parties agree that the following positions are the Classifications wherever the term is referenced within the Agreement:

Dealer Supervisor
Slot Supervisor
Guest Services Supervisor
Drop Team Supervisor
Security Supervisor
Cash Supervisor
Cashier
Dealer
Slot Attendant
Guest Services Representative
Security Officer
Drop Team Member
Busser/Porter
Floor Server
Café Associate
Bartender
Dishwasher
Staff Kitchen Attendant
3 rd Cook
2 nd Cook
1 st Cook

APPENDIX C
Hours Excluded from Group Health Benefits

The table identified in Appendix C – Hours Excluded from Group Health Benefits (shown below) demonstrates the benefit eligibility calculations.

Excluded Absence	Description
Authorized Absence	Unscheduled day off work
Requested Time 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

LETTER OF UNDERSTANDING 1
Workforce Changes

Any question regarding technological change within the scope of this Collective Agreement shall be resolved by the procedures as outlined in the *BC Labour Code*.

In these circumstances the parties agree to meet as per Section 54 of the *Labour Relations Code* – British Columbia or its successor to develop an adjustment plan.

LETTER OF UNDERSTANDING 2
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 considered as a shift change pursuant to Clause 15.2(b).

LETTER OF UNDERSTANDING 3
Benefits Continuation

The Employer agrees to maintain the Health and Welfare benefits at the same level as identified at the time of the Collective Agreement ratification for the period of this Collective Agreement.

MEMORANDUM OF AGREEMENT 1
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 2
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) 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 3
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 4 Substitution and Promotion Pay

The Employer (Gateway Casinos & Entertainment Limited) and the Union (B.C. Government and Service Employees' Union) agree to attach the below pay structure to the agreed to provisions within Appendix A of the Collective Agreement at the Grand Villa Casino:

Substitution

All employees who are presently assigned by the Employer to substitute into a Supervisory position in a relief capacity will continue to be paid in the same manner (This means that relief supervisor work for those who had been assigned to that work at the time of ratification will be paid as they were in the past except that the Steps for Supervisors will be used).

Employees who are assigned to substitute into a supervisory position, for the first time, in a relief capacity, shall be placed, as their initial placement for the substitution wage, into the first respective

step where the wage rate is above their regular step, and where the substitution step is at least 50¢ per hour greater than their regular step. Once the initial step is established, the substitution rate of pay for relief work will move through the step progression annually.

Promotion

Employees who are promoted into regular supervisory positions shall be placed, as their initial placement for the supervisory wage, into the first respective step where the wage rate is above their regular step, and where that promotional step is at least 50¢ per hour greater than their regular step. Once the initial promotional step is established, the promotional pay will move through the step progression annually.

Dated: June 15, 2010

MEMORANDUM OF AGREEMENT 5 Gateway Casino and Entertainment Limited Employees

The parties agree that the following will apply to those employees who were hired by the Employer directly from another Casino owned by Gateway Casino and Entertainment Limited.

After two years of employment with the Employer, continuous employment with Gateway Casino and Entertainment Limited is recognized as Service Seniority for Article 13 – Layoff and Recall – of the Agreement.

All other provisions of the Agreement shall apply for these employees from the date of hire.

MEMORANDUM OF AGREEMENT 6 Classification Seniority Placement into a New Position

Classification seniority will be credited to employees who have been placed into a new position as follows:

- (a) Where a single employee is successful in the placement into a new classification, they shall receive a classification seniority date in the new classification on the day they begin work in that new classification;
- (b) Where more than one successful applicant begins work in a new classification as a result of a single posting in Clause 12.1 and 12.3 of the Agreement, those employees will receive classification seniority order as follows:
 - (1) Grand Villa employees at the time of the posting. Where there is more than one Grand Villa employee, the order will be determined by service seniority;
 - (2) Employees who have been successful who were employed at another Gateway Casinos and Entertainment Limited Casino;
 - i) If these employees all came from the same classification, their classification seniority order from their previous classification will determine their seniority order; then,

- ii) If these employees are coming to the Grand Villa from a classification other than the one in which they have been placed, their classification seniority order will be by service seniority with Gateway Casinos and Entertainment Limited;
 - (3) Former employees of Grand Villa who have been rehired by the Employer;
 - (4) Incoming professionals where their respective classification seniority placement will be done by chance;
 - (5) New employees to the Employer where more than one new employee has been hired, their respective seniority placement will be by chance.
- (c) In summary; where a single employee is placed into a new position, their classification will be as per 1) above; Where more than one employee has been hired, as per 2) above, classification seniority is applied as follows:
- (1) Grand Villa employees – service seniority;
 - (2) Gateway Casinos and Entertainment Limited – first, employees from any other Gateway Casinos and Entertainment Limited casino who are being placed from the same classification will be placed by that classification seniority order; second, if from a different classification, then by service seniority order with Gateway Casinos and Entertainment Limited;
 - (3) Where there is more than one former employee of Grand Villa, then by previous service seniority earned at Grand Villa;
 - (4) Where there is more than one incoming professional, then by chance;
 - (5) Where there is more than one new employee, then by chance.

MEMORANDUM OF AGREEMENT 7
Re: Dealer Supervisor Scheduling Adjustments

The employee's listed below, having had their classification of Dealer Supervisor impacted to the point where they lost their position as Dealer Supervisors, will be offered the following:

- (a) Should a Regular Dealer Supervisor vacancy occur over the period of this Agreement, and notwithstanding Article 27 – Call-in Procedure for Additional Work, the schedule vacated will be offered to the employees listed below in the numerical order:
- (1) Doanh Le
 - (2) Stephen He
 - (3) Shirley Ni
 - (4) Helen Szeto
 - (5) Tipini Cash
 - (6) Allen Mah
 - (7) Milena Terziyski
 - (8) Cielito Montano
 - (9) Julie Truong
 - (10) Anthea Cheung
 - (11) Joseph Chung
 - (12) Quin Ma
 - (13) Rod Anderson

(b) Where an employee identified in this Memorandum refuses a Regular Dealer Supervisor Vacancy in accordance with a) above, that employee will no longer be protected by this Memorandum.

(c) Effective July 12, 2012, the parties further agree that for the purposes of Clause 15.2 – Yearly Scheduling only, the above employees will be placed at the bottom of the Dealer Supervisor staff list, in the above numerical order.

(1) The above employees may pick any remaining dealer supervisor shifts still available after all the dealer supervisors have chosen their schedules.

(2) Where these employees seek additional shifts to make up a schedule, beyond those available shifts in Dealer Supervisor, they may choose available shifts from the dealer schedule based on their classification seniority as a dealer pursuant to Clause 15.2.

MEMORANDUM OF AGREEMENT 8 Slot Attendants Qualified as Slot Supervisors

In accordance with Clause 15.2 – Yearly Scheduling – the following employees will be permitted to choose available shifts at the bottom of the Slot Supervisor staff list, in the numerical order listed, once the Slot Supervisor employees have completed their yearly shift selection.

For the first yearly schedule selection process after date of ratification of this Agreement, the employees listed below will assume, in numerical order, selection preference as a Slot Attendant immediately behind the last regular employee listed as a Slot Attendant as of January 1, 2010.

This placement in selection order will be used for accessing work pursuant to Clause 15.2 – Yearly Selection, and Clause 27 – Call-in Procedure for Additional Work.

- 1) Freeman Yang
- 2) Terry Vilorio
- 3) Kim Snyder

LETTER OF AGREEMENT 1 Administration of Clause 19.11 – Employee Medical Leave

The administration of illness and injury leaves of absence within the Employer's business requires the parties to come to a mutual understanding in how those absences can be properly managed. Illness and injury absences per year can vary, but in many sectors, the average can be approximately nine days per year.

The implementation and administration of Clause 19.11 – Employee Medical Leave, the parties agree that the language needs to be applied in a reasonable manner. To assist the parties in their efforts to administer the language of Clause 19.11, the following principles are to be applied:

- 1) The Gateway Medical Form provided by the Employer is to determine an employee's prognosis; when the Employer may anticipate a possible date of return to work and what restrictions, if any, are to be administered upon the return to work.;
- 2) The Employer can request an employee have a Gateway Medical Form completed by the employee's medical practitioner if:

a) *a pattern of consistent or frequent absence from work is developing.* As examples, this means that if an employee appears to be absent from work for illness or injury every second Friday, or the employee is missing work due to a recurring illness or injury; or an employee is suffering from a chronic illness or injury, the Employer may request information relating to 1) above;

b) *an employee has been absent for five or more consecutive shifts of work.* This means that where an employee has been off work due to illness or injury for such a period of time, the Employer may ask for information relating to 1) above;

c) *an employee is off work and the Employer has not received information relating to 1) above for at least thirty days.* This means that if the Employer has received information that did not indicate a possible return to work date or that an employee may be able to recover under a clinical rehabilitation or medical treatment, the Employer may seek, after thirty days from that last information was provided, an update. This language does not apply to employees who have provided information indicating that the illness or injury they have is known to be greater than thirty days and has been stated on the Gateway Medical Form. In those cases, the Employer may seek information prior to the anticipated or forecasted return to work;

d) *an employee is unable to perform the requirements of the position.* This means that it has become apparent to the Employer that for illness or injury reasons, an employee has become unable to perform the duties of their position. In seeking information pursuant to 1) above, the Employer may be able to determine if accommodations for that employee can be identified or if the illness or injury requires the employee to be off work in order to recover.

3) The parties negotiated this language to insure that privacy is protected for employees. Because of this, Human Resources will issue and receive the Gateway Medical Forms.

The parties agree that a diagnosis of the illness and injury is not a requirement for the Employer. The Employer requires knowing if a) an employee is not able to work; and if so, b) how long they may be unable to work; or c) if the employee can return to work, what restrictions, if any, may be applicable.

The parties agree to review the implementation of Clause 19.11 through the Labour Management Committee.