

DRAFT

COLLECTIVE AGREEMENT

between the

**GATEWAY CASINOS & ENTERTAINMENT LIMITED
(STARLIGHT CASINO, NEW WESTMINSTER)**

and the

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

Effective from April 1, 2015 to March 31, 2018

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DEFINITIONS

- (1) "*Agreement*" – means this collective agreement.
- (2) "*Bargaining unit*" – means the bargaining unit for collective bargaining described in Section 1, definitions, of the *Labour Relations Code* (British Columbia) for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board (British Columbia). For the Dealers, Slot Attendants and Guest Service Representatives on August 17, 2009; as amended for Food and Beverage on August 25, 2009; as amended for Cashiers on October 14, 2009; as amended for Security on October 27, 2009 and as amended for Count team members on February 16, 2016.
- (3) "*Basic pay*" – means the rate of pay negotiated by the parties to this agreement.
- (4) "*Bullying*" – means verbal or physical conduct that over a period of time, continuously and systemically: intimidates, shows hostility, threatens or offends; interferes with an employee's performance; otherwise affects others.
- (5) "*Employee*" – means an employee of the Employer included in the bargaining unit.
- (6) "*Employer*" – means Gateway Casinos & Entertainment Limited (Starlight Casino, New Westminster).
- (7) "*Regular employee*" – means an employee who has accepted a consistent schedule as per Clause 12.1 or Clause 15.2 and who has completed probation.
- (8) "*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.
- (9) "*Relief Supervisor*" – means a member of the bargaining unit in a temporary position due to maternity, parental, illness or injury leaves or vacation, he/she will not be subject to the provisions of Clause 11.4(e) and will continue to be a member of the bargaining unit.
- (10) "*Probationary employee*" – means an employee during their first 320 hours of work. Training or orientation hours off the floor will not count towards the total probation hours accumulated. This probation period of 320 hours may be extended by written mutual agreement between the Union and the Employer.
- (11) "*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.
- (12) "*Spouse*" – includes same sex and opposite sex common-law individuals, husband or wife.
- (13) "*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.
- (14) "*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.
- (15) "*Layoff*" – means the loss of hours due to a shortage of work, reorganization, closure or other material change in the organization.
- (16) "*Leave of absence with pay*" – means to be absent from duty with permission and with pay.
- (17) "*Leave of absence without pay*" – means to be absent from duty with permission but without pay.

- (18) "*Shift*" – means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
- (19) "*Union*" – means the B.C. Government and Service Employees' Union (BCGEU).
- (20) "*work or worked*" – includes paid hours of work, forced early out, WorksafeBC absences, union leaves, and all leaves where compensation is recognized by the agreement (such as bereavement leave, court attendance, jury duty, vacations and paid holidays).
- (21) "*Work schedule*" – means the schedule of work shifts and days of rest.
- (22) "*Qualifications*" – includes ability, skill, knowledge and past work performance.
- (23) "*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.
- (24) "*President of the Union*" – includes the President's designate.
- (25) "*Service Seniority*" – means continuous time employed with the Employer.
- (26) "*Classification Seniority*" – means from the date an employee was first appointed to their classification.

ARTICLE 1 - INTRODUCTION

1.1 Purpose

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

1.2 Gender References

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

1.3 Extent

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies makes invalid any provision of this agreement, the remaining provisions shall remain in effect 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, Discrimination and Bullying

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment, discrimination or bullying and agree that employees who engage in harassment, discrimination and bullying may be disciplined.

(b) Harassment, discrimination or bullying 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) verbal or physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm, offend or abuse another person;
- (3) distribution or display of offensive pictures or materials.

(c) To constitute harassment, discrimination or bullying, behaviour may be repeated or persistent or may be a single serious incident.

(d) Harassment, discrimination or bullying, does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

1.6 Harassment, Discrimination and Bullying Complaint Procedures

In the case of a complaint of harassment, discrimination, bullying 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, he/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 his/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 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 his/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 Code*. 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, meeting with Employer's representatives at Step 1 and 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 his/her regular working hours he/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 his/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 the bargaining unit will not perform the duties of any position for which rates are established by this agreement, except for the purpose of instruction, or management training, in which case trainees shall not displace or replace any member of the bargaining unit except in cases of emergency when employees are not available.

(b) The Employer recognizes that it is improper for employees outside the bargaining unit to do work which is presently performed by employees within the bargaining unit and will not take any action that will result in the displacement of scheduled shifts within the bargaining unit. However, the parties recognize that for the practical and efficient operation of the casino, there are occasions when an employee outside the bargaining unit must assist. On such occasions bargaining unit employees will be called to work immediately and the employee outside the bargaining unit will cease to perform bargaining unit work when a sufficient number of bargaining unit employees arrive at work. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this agreement.

2.3 Recognition of Exclusive Bargaining Agent

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit 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 legal third party picketing of its operations.

2.6 Bulletin Boards

(a) The Employer will provide the Union with a bulletin board at least four feet square at a mutually agreed upon location for the posting of union notices and other union communications. The notice board shall be covered with plexiglass and locked to prevent unauthorized notices from being posted.

(b) The Employer will provide a sealed box 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 Recognition

(a) 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.

(b) Union Insignia

The Union will furnish shop cards for all employee entrances to the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

The union insignia shall be displayed in a mutually agreeable, prominent position on all mobile equipment operated by the Employer covered by this agreement. The Union shall supply and, wherever necessary, replace such emblems.

(c) Rooms for Union Use

The Employer will not unreasonably withhold approval to utilize the training room or board room for the Union to conduct union business and/or conduct union meetings as deemed necessary by the Union.

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 for 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.

2.10 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of four members. The union Bargaining Committee will consist of one member from Table Games, one member from Food and Beverage (Restaurant and Kitchen classifications), one member from the Slot department, or Cash Cage, one member from the Security, Racebook, Count Team or Guest Service department and a union staff representative.

The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

Leave of absence without loss of pay, seniority and benefits, will be granted to the four employees who are representatives of the Union on the Union's Bargaining Committee for the purpose of negotiations.

When leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs. It is understood that employees granted leave, pursuant to Clause 2.10, shall be paid at the current rate of pay, for the duration of the leave.

ARTICLE 3 - UNION SECURITY

3.1 Membership

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

3.2 New Employees

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

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 and their employee number to whom the monies are to be credited, and the names, addresses and employee number 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 Article 4(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.

(i) A report of employees who cease employment will be provided to the Union up to four times a year upon request.

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.

It is mutually agreed that 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 shop steward and the respective 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 employers 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.

7.2 Joint Orientation

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

7.3 Union Investigation

- (a) The Employer shall allow a properly authorized representative designated by the Union to investigate issues under this agreement. The Employer is entitled to require an individual to substantiate that he/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 Designated 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 for 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. The Employer's Step 1 designate will be the designated supervisor.

Upon presentation of the grievance form, the steward and the designated supervisor will meet to understand the nature of the dispute, investigate the dispute and reach an outcome. The outcome will be stated on the grievance form.

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.
 - (5) The Employer's Step 2 designate will be a senior supervisor, shift manager or department manager.

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 directly to the union staff representative 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 he/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, facsimile or email.
- (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 the complaint being filed with the Employment Standards Branch.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

8.11 Policy Grievance

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 – Arbitration Procedure.
- (b) Unless agreed by the parties, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

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

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	Marguerite Jackson

- (c) By January 15th of each year, the parties will schedule a minimum of two consecutive working days biannually, 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 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.

For the agreement Addendum on Formal Arbitrators, the Union proposes the following:

Marguerite Jackson	Kate Young
Ron Keras	James Dorsey QC

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 he/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, the union staff representative will be notified of the dismissal. Such notification will be in writing.
- (e) Written reasons for the suspension or discipline will be provided to the employee and to the Union.
- (f) The Employer has the right to suspend an employee pending an investigation where the Employer has determined that based on the severity of the issue in question and the information immediately available to the Employer, the employee's continued presence in the workplace constitutes a serious and immediate concern to the Employer's legitimate interests.

The Employer will contact the employee to commence the investigation within 72 hours of the suspension pending investigation.

Where the Employer determines such a concern does not exist, the Employer can assign the employee or employees to closer supervision or other work which is reasonably available while the investigation is being conducted. In either case, the Employer commits to conduct such an investigation as expeditiously as possible.

10.2 Right to Have Union Representative Present

- (a) An employee shall have the right to have their shop steward present at any discussion with a designated manager which the employee believes might be the basis of disciplinary action. Where a designated manager intends to interview an employee for disciplinary purposes, 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 staff representative present at any discussion with a designated manager which the shop steward believes might be the basis of disciplinary action against the shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

(c) 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

(a) 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 of a similar nature within the six month time period, a new six month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction of a similar nature, a new six month period will commence. Files will be kept in a secure area and will only be accessible to designated personnel.

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

10.4 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 may be prepared by an excluded manager or immediate supervisor. 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 an employee's 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) Where the Employer conducts an appraisal inclusive of those noted in (a) and (b) above, the employee shall be given copies of any such 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 reasonable 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.

Personnel files will be kept in a locked cabinet.

10.6 Abandonment of Position

An employee who fails to report for work for three 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 Defined

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

- (a) *Service Seniority* – means with the company from the first shift worked
- (b) *Classification Seniority* - means within a classification first shift worked in that classification.

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

11.2 Application of Seniority

- (a) *Service Seniority Date*

The service seniority of each regular 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 shift worked. In the event that two or more employees worked their first shifts on the same day, they will be ranked for service seniority purposes first shift start times and then by chance.

- (b) *Classification Seniority*

Upon completion of the requirements of (a) above, employees will establish a new classification seniority date when transferring from one classification to another. This new classification seniority date shall apply for hours of work and scheduling purposes in the classification to which they transferred. In the event of a tie, the employee with the highest service seniority will be ranked higher.

- (c) *Start Date Retained*

Employees transferring from one classification to another shall retain their original service seniority date for severance pay entitlements and as otherwise provided for in this agreement.

- (d) *Transfers and Seniority*

Regular employees will not accrue classification seniority in a classification from which he/she has transferred. 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 trial period as described in Clause 12.1(e), any classification seniority accrued will be carried back to their former classification as if accrued there.

(e) *Seniority for Casual Employees*

Classification seniority for casual employees, with the exception of dealer employees who will have classification seniority by date, will accrue on the basis of hours worked.

When a casual employee becomes a regular employee, seniority hours will be converted to establish the seniority date utilizing the formula set out in the next sentence. Total hours worked as a casual employee will be divided by eight hours per day, 40 hours per week, to convert to number of days, with the resulting days used to count back from the first shift worked as a regular employee. For the purpose of this calculation, fractional remainders will count as a complete day worked.

When a regular employee becomes a casual employee, the reverse of the preceding paragraph will occur.

11.3 Accrual of Seniority

Service and classification seniority will continue to accrue during:

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

11.4 Loss of Seniority

A regular employee shall lose service and classification seniority in the following circumstances.

If he/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 completion of a two months trial period accepts a position outside the bargaining unit.

11.5 Work Schedules, Classification Groups and Seniority

(a) Work schedules and classification groups will be established for the following dealer employees and in the order of games taken:

- (1) Blackjack, for those who only have Blackjack and have yet to have the company recognize any other game;
- (2) Baccarat, for those who have Baccarat and have yet to have the company recognize any of the following games;
- (3) Pai Gow, for those who have Pai Gow and have yet to have the company recognize any of the following games;

- (4) Roulette, for those who have Roulette and have yet to have the company recognize any of the following games;
- (5) Poker, for those who have Poker and have yet to have the company recognize any of the following games;
- (6) Craps, for those who have Craps and have yet to have the company recognize the following game;
- (7) Pai Gow Tiles, for those who have Pai Gow Tiles.

(b) Work schedules, seniority lists and classification groups will be established for the following employees:

- (1) Cashiers;
- (2) Slot Attendants;
- (3) Security Officers;
- (4) Security Officers with First Aid;
- (5) Guest Services Representatives;
- (6) Busser/Porters;
- (7) Floor Servers;
- (8) Café Associate;
- (9) Bartender;
- (10) Dishwasher;
- (11) 3rd Cook;
- (12) 2nd Cook;
- (13) 1st Cook;
- (14) Race Book Representative;
- (15) Match Host;
- (16) Match Server;
- (17) Match Busser/Porter;
- (18) Match 1st Cook;
- (19) Match 2nd Cook;
- (20) Match 3rd Cook;
- (21) Match Bartender;
- (22) Match Dishwasher;
- (23) Host (F&B);
- (24) Count Team Members.

(c) The Employer shall prepare and post seniority lists every January 1st, and July 1st in an area accessible to all employees, with a copy to the shop stewards. The seniority lists shall commence with the employee with the most service seniority and carry on downward to the employee with the least service seniority. Information on the seniority list shall include the employee name by classification and service seniority start date and classification seniority date within their classification.

(d) An employee may dispute either 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.

(e) 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.

11.6 Establishing Classification Seniority

Classification Seniority will be established as follows:

Employees within a work schedule or classification group will retain their current seniority date until such time as:

(a) For dealer employees:

(1) Dealer employees who take training in a higher game and the company recognizes their ability to work in that higher game will be given a classification seniority date within their training class and will be ranked based on service seniority.

(2) For the purpose of Clause 27.1(f), additional work will be offered to those dealer employees the company recognizes as having the game, using classification seniority, in the following order:

(i) to qualified part-time dealer employees who have not maximized their hours, then;

(ii) to qualified casual dealer employees;

(b) For non-dealer employees means the first shift worked in that classification.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings

(a) Job postings for vacant positions or positions added to the bargaining unit, shall be posted within 30 days. Each posting shall be posted on a bulletin board for not less than 10 days. A designated shop steward shall receive copies of all job postings.

(b) Temporary vacancies which are known to be for a duration of greater than three months, shall be posted for not less than 10 days. Temporary vacancies that have been vacant for three months and are known to be vacant for at least one more month shall be posted for not less than 10 days. If the most senior candidate of the classification applies they will be awarded the position and their position will be posted immediately. Such positions, once assigned shall only be until the return of the incumbent.

(c) All applications for posted positions shall be submitted on a form provided by the Employer.

(d) Applicants for a position will be selected on the basis of experience, 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 service seniority.

(e) In filling positions under this article, the successful applicant shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine his/her suitability to perform the work required.

(f) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to his/her former

position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to his/her former position at the same rate of pay without loss of seniority.

(g) 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.

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, a written explanation of the reasons why he/she was not appointed.

(c) If requested as per (b) above, the employer representative will provide an explanation within seven days after receiving the request.

(d) In the event the unsuccessful applicant is not satisfied with the explanation offered in (c) above, the unsuccessful applicant may initiate a grievance at Step 2 of the grievance procedure.

12.3 Training

(a) When the Employer offers such a training opportunity, the training opportunity shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such training opportunity postings.

(1) All applicants shall be required to sign up on a form for the training opportunity. Applicants must be available to attend the entire length of the course.

(2) Successful applicants shall be given seven days' notice prior to the commencement of any training opportunity.

(3) Selection of applicants shall be determined by their service seniority.

(4) Game courses with a duration of two weeks or longer may require the applicant successfully pass a test at the conclusion of the first week of training to continue.

(5) The Employer will pay the costs of the trainer for the training opportunity offered by the Employer.

(6) Time spent by an employee attending a training opportunity as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in a training opportunity that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.

(7) Applicants must be prepared to assume the available schedules of the training opportunity or for Casual employees to be available to be called in for the schedules of the training opportunity.

(8) To successfully complete the training opportunity, applicants will be required to pass a skills test at the completion of the course.

- (9) If the applicant is unsuccessful in the skills test, they may request a re-test within 14 days of the completion of the course.
- (10) Applicants who fail the re-test are considered to have failed the training opportunity and may apply for a future training opportunity.
- (b) Employees required to complete on-line courses shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this agreement.
- (c) Upon written request, an employee who is away from work due to vacation or leave of absence will receive copies of all training opportunity postings.
- (d) All courses provided by the Employer or on behalf of the Employer must be filled by at least 80% regular employees.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Notice of Layoff

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

- (a) For pay in lieu of notice, as follows:
 - (1) up to 12 consecutive months of employment, an amount equal to one week's wages.
 - (2) after 12 months of employment, an amount equal to two weeks' wages.
 - (3) after three consecutive years of employment, an amount equal to three weeks' wages plus one week's wages for each additional year of employment, to a maximum of eight weeks' wages.
- (b) For written notice of layoff, as follows:
 - (1) one week's notice up to 12 consecutive months of employment;
 - (2) two weeks' notice after 12 consecutive months of employment;
 - (3) three weeks' notice after three consecutive years of employment, plus one additional week's notice for each additional year of employment, to a maximum of eight weeks' notice; or
 - (4) is given a combination of notice of layoff and money equivalent to the amount the Employer is liable to pay.
- (c) The amount the Employer is liable to pay is calculated by totalling all the employee's weekly wages, during the last four weeks in which the employee worked normal or average hours of work; dividing the total by four, and multiplying the result by the number of weeks' wages the Employer is liable to pay.

13.2 Layoff Procedure

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

13.3 Layoffs and Vacancies

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

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

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

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

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

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

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

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

13.4 Pre-Layoff Canvass

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

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

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

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

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

13.5 Recall Procedure

(a) 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 using a format requiring a signature receipt from the employee. An employee being recalled must contact the Employer within five days of receipt of the notice to establish a mutually agreeable return to work date that is no later than 15 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 employee on layoff shall be responsible for informing the Employer in the event he/she changes his/her mailing address.

ARTICLE 14 - HOURS OF WORK

14.1 Normal Straight-Time Hours of Work

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

- (1) eight hours in any one working day.
 - (i) Not more than five days within the seven day workweek (Sunday to Saturday), with two consecutive days of rest unless split days of rest are requested by the employee.
 - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
- (2) 10 hours in any one working day.
 - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with at least three consecutive days off unless split days are requested by the employee.
 - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).

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

- (1) 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) Part-time employees shall not be scheduled for more than five consecutive days to be followed by two consecutive days of rest. For 10 hours in any one working day:
 - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with three consecutive days off unless split days are requested by the employee.
 - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).

(c) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours per week on a sixth day.

(d) Casual employees occupying schedules as required, shall be scheduled in accordance with Clause 14.1(a) and (b).

(e) It is understood that shifts that commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirement to work overtime will be in accordance with Article 16.

(f) Employees may work consecutive shifts provided that each shift begins on a different day and that each shift incurs a break of at least eight hours between the conclusion of the first shift and the commencement of the second.

14.2 Posting of Work Schedules

(a) A work schedule shall be posted two weeks in advance on the Employer's bulletin board for the information of all scheduled employees. The work schedule shall contain the following information:

- employee's name
- days off
- start time and length of shift

(b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible and that affected employees are advised of any changes.

(c) The designated shop steward will be given a copy of each original schedule and any changes upon request.

14.3 Rest Periods

Rest periods shall be as follows:

For the table games department, the employees shall receive a paid 15 minute paid rest period for each 60 minutes of work. Craps dealers shall receive a paid 20 minute paid rest period for each 80 minutes of work.

For the food and beverage department, employees who work six hour shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hour shifts shall receive 80 minutes paid rest period time.

For the guest service representative department, employees who work six hour shifts shall receive 40 minutes paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes paid rest period time. Employees working 10 hour shifts shall receive 80 minutes paid rest period time.

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

For the cashier department, 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.

For the slot department, employees who work six hour shifts shall receive 40 minutes paid rest period time. Employees working shifts of seven or eight hours, shall receive 60 minutes paid rest period time. Employees working 10 hour shifts shall receive 80 minutes paid rest period time.

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

Paid rest period times noted above may be adjusted in length, by mutual agreement between an employee and his/her supervisor, as long as the total paid rest period time in a shift does not exceed the paid 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

Regular employees will not be scheduled for split shifts unless mutually agreed between the employees and the Employer. Split shifts will not be part of yearly shift selection process. Any changes to 15.1 will be reported at Labour Management meetings.

15.2 Yearly Scheduling

(a) Scheduling Hours of Work

The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. Designated days of rest and work schedules, both regular full-time and regular part-time, in each classification, shall be included in a shift selection process as set out below in June of each year to be effective on the first posted schedule of September and will be posted in the staff break room at least two weeks prior to the scheduled selection date. Before the scheduled shift pick occurs, the Employer will consult with the Union to discuss the proposed schedules.

Notwithstanding the Employer's right to schedule hours of operation, an individual scheduled line within a weekly work schedule will not have start times vary throughout the week by more than these hours:

- (1) By two hours for: Blackjack, Baccarat, Pai Gow, Roulette, Poker, Craps, Pai Gow Tiles Dealers and Cashiers.
- (2) By four hours for: Slot Attendants, Security Officers and Security Officers with First Aid.
- (3) By eight hours for: Guest Services Representatives, Busser/Porters, Café Associates, Dishwashers, Staff Kitchen Attendants, 3rd Cooks, 2nd Cooks, 1st Cooks, Floor Servers and Bartenders.

(b) Schedule Selection Process

In each classification, regular employees will select their work schedule, in order of classification seniority, in June of each year. During the selection process, an employee may drop one or more shifts they select within a block schedule. Dropped shifts will then be offered to employees in order of their classification seniority beginning with the employee with the greatest classification seniority.

- (1) Regular employees shall select their respective schedules, subject to operational requirements, based on classification seniority within each classification. Once the schedule selection process is complete, these schedules shall remain in place from September to September each year.

Schedule selection will take place on a mutually agreed upon date with a designated manager and the designated union representative. Employees must be available and prepared to make their selection on that date. Whenever possible, employees shall participate in person. If an employee must participate by phone, the Employer shall provide access to scheduling options prior to an employee's choice of shift.

(2) Upon completion of the schedule selection process, employees must be available to work all shifts within the work schedule selected;

(3) Designated days of rest and work schedules that become available will be offered at the next selection process, in order of classification seniority;

(4) Employees on approved leaves of absence are permitted to participate in the selection process in order of classification seniority. The Employer will attempt to make contact with the employee at least two weeks prior to the scheduled selection date;

(5) Regular employees who drop shifts are only eligible to pick up an additional shift during the selection process;

(6) Except for (2) above, regular employees are not permitted to change their availability.

(7) Regular employees who, at the completion of the shift selection process, voluntarily drop or only select schedules of less than 40 hours per week, will be considered as part-time regular employees.

(8) Schedules that remain incomplete due to regular employees dropping shifts at the yearly scheduling will be filled, as "*temporary vacancies*", in accordance with Clause 15.2(c), and posted, as outlined in Clause 12.1(b). However, the successful employee will keep the posted schedule until the next shift pick.

(c) *Temporary Vacancies and Vacant Schedules*

Where the Employer decides to fill a temporary vacancy as a result of an employer approved leave, which is known to be of a duration of greater than three months, or has been vacant for more than three months and is known to be vacant for at least one more month, or fill a vacant schedule as a result of an employee leaving the Employer, the Employer shall post the vacant schedule in accordance with Clause 12.1(b). The schedule shall be filled by qualified employees who have expressed an interest, in order of classification seniority. In the event there are subsequent temporary vacancies, the temporary vacancies will be filled in the same manner.

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

Temporary vacancies and vacant schedules shall return to the schedule selection process as per (b) above.

(d) *Exchanging Shifts*

Employees may, by mutual agreement, exchange shifts within a seven day period provided that the employees have the ability to perform the work required and that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime or penalties would not have occurred in the first instance. Requests to exchange will be approved by the Employer and will not be unreasonably denied. Employees will be required to give 24 hours' notice and work in the same department.

(e) *Maximization of Shifts*

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

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

15.3 Changes in Work Schedules

(a) There will be no changes to work schedules except for emergency situations, unless previously agreed upon. 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.

Any such changes will be reported to the parties at the Labour Management meetings.

(b) If an employee is going to be absent from work the employee must notify their designated manager at least 90 minutes before the scheduled start time for shifts beginning after midnight and 120 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, he/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.

15.4 Shift Differential for Graveyard and Weekend Shifts

Employees who work shifts as defined as Graveyard or Weekend Shifts below, shall receive a shift differential 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:

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

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 10);
 - (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 by service seniority.

16.5 Early-Out

(a) Employees requesting early out must notify the Employer no earlier than 30 minutes before the start of their shift. An early-out list will be created on a first request, first offered basis. Employees can add their name to the early out list at any time during their shift.

(b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the Employer that they request an early out, the Employer will canvass employees in no particular order to ask for volunteers. The early out will be granted on a first canvassed, first granted basis.

(c) Where the Employer determines that the operational requirements can be met with less staff after employees have begun working and no employees or an insufficient number of employees have been asked and accepted to voluntarily leave their shift early, the Employer may require employees to end their shifts, in reverse order of service seniority. Such determination shall be subject to the remaining employees having the skill and ability to fulfil the remaining duties. Employees will work a minimum of four hours and will not be required to leave their shift less than one hour prior to the end of that shift.

16.6 Overtime Compensation

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

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

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

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

16.9 Callback Provisions

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

16.10 Rest Interval

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

16.11 Overtime for Employees Working Less Than 40 Hours Per Week

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

16.12 Authorization and Application of Overtime

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

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

The Employer and the Union recognize that the nature of the work carried out by employees in some employer designated classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, when possible, make every effort to obtain authorization. If this is not possible, he/she will use his/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 Statutory 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 full-time employees will receive a normal days pay, credited to their paid holiday bank, for a paid holiday, whether or not they are scheduled to work on the paid holiday.
- (b) Regular part-time and casual employees shall receive a normal days pay.
- (c) For the purposes of this clause, a normal days pay shall be for all hours worked, exclusive of overtime, as follows:
 - (1) For an employee who worked less than 15 days of the 30 days prior to the paid holiday, an amount equal to the total days worked divided by 15;
 - (2) For an employee who worked 15 or more days of the 30 days prior to the paid holiday, an amount equal to a full day's pay.
- (d) 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.
- (e) 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.

17.3 Paid Holiday During Employee's Vacation

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

17.4 Paid Banked Statutory Holiday Leave Requests During Vacation

The Employer shall respond in writing within five calendar days of receiving any leave requests. Leaves, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

17.5 Payment for or Scheduling of Statutory Holidays

- (a) Regular employees, as defined in 17.2(a), can choose to be paid out or schedule time off in lieu of a statutory holiday. Such choice must be submitted before the following two deadline dates:

November 15th for the following statutory holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- Family Day
- Good Friday
- Victoria Day

May 15th for the following statutory holidays:

- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day

(b) Regular employees, as defined in 17.2(a), who choose to have their holidays paid out, shall be paid for the statutory holiday.

(c) Regular employees, as defined in 17.2(a), who do not choose to be paid out, may schedule, with mutual agreement of the Employer, paid statutory holiday bank days within 90 calendar days from the date the paid holiday was earned. The scheduled paid holiday bank day agreed to may be taken after the 90 day scheduling period, but must be taken within 12 months from the paid holiday day for which it was earned. Failing a mutually agreeable scheduled date within 90 days from the day the paid holiday bank day was earned, upon the end date of the 90 day period, the Employer shall schedule the paid holiday bank day to be taken no later than 12 months from the date of the paid holiday.

(d) Should a Regular employee, as defined in 17.2(a), fail to submit their written choice before the deadline dates, they will maintain their previous status until a future deadline date.

(e) 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 or unpaid out of province leave; Clause 19.9 – Special Leaves – to cover any of the listed unpaid leave days.

(f) When requesting days off without pay, available banked paid holiday days must be used before days off can be taken. Employees who submit a request for days off that do not have any banked paid holiday days, 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.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Vacation Entitlement

Vacation Entitlement: An employee's anniversary date of employment shall determine his/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..... four percent of gross earnings
At the completion of five years..... six percent of gross earnings
At the completion of 10 years eight percent of gross earnings

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 work.

- (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 employees shall be paid for their vacation period while they are on vacation as they would be paid while working. Casual employees shall be paid vacation pay each pay period.
- (e) Employees wishing a pay advance for a period of scheduled vacation leave must request the advance sooner than the 14 days prior to the payroll cutoff date of the leave period. Such requests will be in writing. These advances will be paid prior to the start of the vacation leave period. Employees in receipt of an advance will not be permitted to cancel or postpone the period of vacation leave the advance is made for. The advance payment will:
 - (1) not exceed any vacation accrued in the prior calendar year; or
 - (2) any remaining amount from prior years less previous vacation paid during the current year.

18.3 Vacation Scheduling Preference by Seniority

- (a) Employees shall have preference in respect to annual vacations according to their service seniority within their classification, if they file applications between July 1st and July 31st 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 classification to meet the operating requirements of the casino. The Employer shall respond in writing to vacation requests by August 14th with an approval or a denial. 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 September 1st to August 31st.
- (b) Where vacation requests are submitted after July 31st to the Employer, the Employer shall respond in writing within five days 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) For the purposes of scheduling vacations pursuant to Clause 18.3(a), scheduled vacations will be recorded on a yearly calendar and made available to assist employees vacation scheduling.
- (d) 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.
- (e) Vacation time which remains unscheduled by August 1st of each year, in accordance with (a) above, shall be scheduled by the Employer, to be taken prior to December 31st.
- (f) 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.

The application of the seniority list being provided and vacation scheduling moving to the schedule selection process will occur in 2016. The Labour Management Committee will be assigned to the administration of this process.

18.4 Vacation Scheduling for Casual Employees

Casual employees may schedule the vacation days singularly or consecutively. Requests for leave must be in writing and the total number of vacation days off per calendar year must be equal to:

- (a) 10 days for employees with less than five years of service.
- (b) 15 days for employees with five years, or up to 10 years of service.
- (c) 20 days for employees with 10 or more years of service.

Casual employees will receive vacation pay on each paycheque as follows:

- (d) With less than five years of service: four percent of gross earnings.
- (e) With five years, or up to 10 years of service: six percent of gross earnings.
- (f) With 10 or more years of service: eight percent of gross earnings.

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 member of the family. Upon request, an employee will receive up to three additional days without pay of bereavement leave.

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

19.2 Family Responsibility Leave

(a) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, the care or health of any other member of the employee's immediate family or the care or health of someone living with the employee as a member of the family. Additional time off for these purposes shall not be unreasonably denied.

(b) For purposes of this article "*immediate family*" means the spouse, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, guardian, sibling, child or grandchild of an employee or someone living with the employee as 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 Employer, shall be compensated at the same hourly rate as called for in this agreement, without loss of pay as well as reasonable expenses for food and travel.

19.4 Jury Duty

Upon providing the Employer with evidence and notice of being summoned to jury duty, an employee shall be granted leave of absence without loss of employer 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 banked paid holiday days as part of the education leave.

Such leave request shall not be unreasonably denied.

The Employer reserves the right to request proof of enrolment.

19.6 General Limitation on Leaves of Absence

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

(b) Leaves of absence other than those specifically provided for in this agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. Employees will be eligible to apply for leaves of 14 calendar days or more under this clause after one year of service and for one leave each year thereafter. All employees shall apply in writing to the 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, and 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.

Such leaves of absence shall not be unreasonably denied.

(c) Employees agree to incorporate all unscheduled vacation and banked paid holiday 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 a regular 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 his/her former position provided, (i) the regular employee is fit to perform the duties of that position; and (ii) the regular 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 regular 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. Until the first opportunity to return to their schedule, regular employees will be placed on the casual list to cover vacant shifts in their classification.

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

(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 or fitness report required unless specifically requested by the Employer;

(2) absence of six to 14 consecutive days: a note or fitness report 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 fitness report from a physician appointed by the Employer, at the Employer's expense, or from the Worker's Compensation Board, certifying that the employee is able to resume the performance of his/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 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 his/her duties, the employee shall be compensated for all lost wages for the time lost commencing from the date the employee's requested reinstatement indicates or confirms that the employee was fit to carry out his/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 banked paid holiday days should days be available.

19.10 Leave Requests

The Employer shall respond in writing within five calendar days of receiving any leave requests accepting or rejecting the request. Such leave requests shall not be unreasonably denied. Leaves once approved by the Employer shall not be changed except by mutual agreement between the employee and the Employer.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

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

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

20.1 Maternity Leave

- (a) The employee shall be granted leave for a period not longer than 17 weeks.
- (b) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for a shorter period as per 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates he/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 he/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 exercise managerial function and be appointed by the Employer and four of the members shall be appointed by the Union, in accordance with statute. Meetings will occur on a monthly basis for two hours.

The Union and the Employer both will appoint two alternates. Committee membership shall be a one year term. Either party, with agreement of the other, may invite guests whose participation would be deemed an asset to the Committee.

- (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. The employer co-chairperson will be responsible for ensuring the attendance of the regular members or in their absence, the alternatives. Likewise, the union co-chairperson will be responsible for ensuring the attendance of the regular members or in their absence, the alternatives.

- (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 his/her duties as a committee member, shall be paid at the employee's regular rate of pay.

- (f) The four members appointed by the Union shall receive a stipend of \$75 as follows:

If the employee is:

- (1) not scheduled for work, they shall receive \$75;
- (2) scheduled and at work, they will receive the \$75 instead of their hourly rate.

21.3 First Aid Attendant

Employees who take time off at the direction of the Employer to take a recognized Occupational 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.

Designated employees shall receive a premium of \$0.50 per hour for all hours worked as First Aid Attendants.

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

Effective April 1, 2016, designated employees shall receive a premium of \$0.70 per hour for all hours worked as First Aid Attendants.

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; and
- (c) Dependant Life Coverage - \$10,000 spouse and \$5,000 child.

The Employer will pay one 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 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

In order to be eligible for benefits under the collective agreement, employees must be compensated by the Employer for a minimum of 30 straight-time hours per week consistently during the three month period prior to joining the group benefit plan.

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 as 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 a secure lunchroom, and adequate facilities to secure employees' personal effects while they are at work.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Paydays

Employees will be paid every second Friday by direct deposit. 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 Jobs

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 Wage Scales for Dealer Employees

The parties agree that dealer employees will be paid in accordance with Appendix A (wage scales) whereas the rate of pay shall be in accordance with the amount of games an employee is trained for and deemed qualified. This provision is not meant to restrict dealer employees from obtaining qualifications in other games. Wage rates for dealer employees when obtaining other games shall be in accordance with Appendix A. In respect of the wage tables, Appendix A, the number of games and step increments will remain the determinant for dealer employees' pay. For clarity, the five games referred to are:

- (a) Blackjack;
- (b) Baccarat;
- (c) Pai Gow;
- (d) Roulette;
- (e) Poker.

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION

26.1 New Jobs

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

ARTICLE 27 - CASUAL EMPLOYEES

27.1 Call-in Procedure for Casual Employees

- (a) Casual employees shall be available for work as follows:
 - (1) Probationary employees will submit their days and hours of availability prior to the commencement of employment. Such availability will include at least two days of each Friday, Saturday or Sunday. Changes in availability are not permitted during the probationary period.
 - (2) Casual employees can only change their availability twice per year in March and September. Availability forms must be submitted seven days prior to the first posted schedule in both March and September. Failure to submit an availability form seven days in advance will mean availability continues as per the previously indicated availability. Availability for casual employees hired after ratification (May 23, 2010) will include at least two days of each Friday, Saturday or Sunday. A change in availability will not permit a casual employee to displace another employee from a shift that has already been assigned.
 - (3) Notwithstanding (a)(1) and (a)(2) above, a casual employee who is or becomes a student in a bona fide educational course or program, shall have, while enrolled in the course or program, the ability to temporarily adjust their dates of availability until completion of the course or program. The Employer may require proof of enrolment.
- (b) The availability form will include 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 is not available to work if called for work on nine occasions for available shifts for days on which availability was given in any continuous 120 day period, they will be deemed to have resigned.
- (e) 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.
- (f) Qualified regular part-time and causal employees shall be offered additional work by classification seniority in the following order:
 - (1) Part-time employees within the classification who have not maximized their hours in accordance with Clause 15.2.

- (2) Casual employees within the classification.
 - (3) Part-time employees in other classifications who have not maximized their hours in accordance with Clause 15.2.
 - (4) Casual employees in other classifications.
- (g) All calls shall be recorded in a logbook. The logbook shall show:
- (1) The shift(s) 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 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 three minutes, and then proceed to the next available employee in order of seniority. If a busy signal is encountered, the caller shall wait three minutes and call again. If no response, the caller will proceed to the next available employee, in order of classification 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.
- (i) Where a probationary or casual employee is on an employer approved leave, the Employer will not call the employee for available work until the leave has ended. Probationary or 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) 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 unavailability is developing);
 - (2) 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 unavailability is developing);
 - (3) Medical or dental appointments; (proof of appointment may be required if a pattern of consistent unavailability is developing).
- (j) Where an employee is called to work, but upon arrival is not required to work, he/she shall be compensated two hours' pay. Where an employee is called to work and is required to work, he/she shall be paid for hours worked with a minimum of four hours' pay.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Protected Working Conditions

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

28.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) 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 a regularly scheduled shift of eight or 10 hours in a day; or more than 40 hours in a week.
- (c) 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 he/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 on March 31, 2018.

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

- (b) During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:
 - (1) the parties enter into a new or further agreement
 - (2) the Union commences a legal strike; or
 - (3) the Employer commences a legal lockout; or

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

29.2 Strikes and Lockouts

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Scott Phillips
Vice President, Human Resources

Christopher Mudry
Bargaining Committee Member

Troy Ross
Food and Beverage Manager

Michael Vyner
Bargaining Committee Member

Rachel Leier
Human Resources Manager

Megan Washington
Bargaining Committee Member

Stanley Ma
Assistant General Manager

Angela Mahlmann
Staff Representative - Negotiations

Dated this _____ day of _____, 20_____.

Effective April 1, 2016

Classification	Step 1 (starting rate)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dealer 1 Game	11.00	11.30	11.55	11.80	12.05	12.30	12.80
Dealer 2 Game	11.25	11.55	11.80	12.05	12.30	12.55	13.05
Dealer 3 Game	11.50	12.30	12.80	13.30	13.80	14.30	14.80
Dealer 4 Game	12.50	13.77	14.42	15.07	15.72	16.67	17.17
Dealer 5 Game	12.76	14.03	14.74	15.46	16.17	17.20	17.70
Count Team Member	15.48	15.82	16.15	16.48	16.85	17.20	17.70
Cashier	14.00	16.24	16.57	16.90	17.23	17.56	18.06
Guest Services	12.00	15.15	15.62	16.10	16.50	17.13	17.63
Slots	11.00	11.50	11.95	12.41	12.86	13.32	14.01
Security	16.50	16.87	17.39	17.91	18.23	18.69	19.19
Busser/Porter	11.00	11.92	13.75	14.01	14.51		
Host (F&B)	11.00	11.92	13.75	14.01	14.51		
Floor Server	11.00	11.92	13.75	14.01	14.51		
Café Associate	11.00	11.92	13.75	14.01	14.51		
Bartender	13.00	14.63	16.93	17.20	17.70		
Dishwasher	11.00	12.37	14.28	14.54	15.04		
3 rd Cook	12.00	15.08	17.46	17.73	18.23		
2 nd Cook	14.00	16.12	18.69	18.95	19.45		
1 st Cook	16.00	16.88	19.58	21.44	21.94		
Racebook	13.00	13.90	14.65	15.40	16.15	16.89	17.39
Match Host	11.00	11.92	13.75	14.01	14.51		
Match Server	11.00	11.92	13.75	14.01	14.51		
Match Busser/Porter	11.00	11.92	13.75	14.01	14.51		
Match Bartender	13.00	14.63	16.93	17.20	17.70		
Match Dishwasher	11.00	12.37	14.28	14.54	15.04		
Match 3 rd Cook	12.00	15.08	17.46	17.73	18.23		
Match 2 nd Cook	14.00	16.12	18.69	18.95	19.45		
Match 1 st Cook	16.00	16.88	19.58	21.44	21.94		

The Transition from 2015 to 2016 – probation replaced with Step 1, Post Probation replaced with Step 2, those members on the Post Probation rate who have Completed 12 months will now be at Step 3 Service.

Note: Further clarification required. Not all members will move up based on 12 month rule.

Effective April 1, 2017

Classification	Step 1 (starting rate)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Dealer 1 Game	11.00	11.30	11.55	11.80	12.05	12.30	12.80	13.30
Dealer 2 Game	11.25	11.55	11.80	12.05	12.30	12.55	13.05	13.55
Dealer 3 Game	11.50	12.30	12.80	13.30	13.80	14.30	14.80	15.30
Dealer 4 Game	12.50	13.77	14.42	15.07	15.72	16.67	17.17	17.67
Dealer 5 Game	12.76	14.03	14.74	15.46	16.17	17.20	17.70	18.20
Count Team Member	15.48	15.82	16.15	16.48	16.85	17.20	17.70	18.20
Cashier	14.00	16.24	16.57	16.90	17.23	17.56	18.06	18.56
Guest Services	12.00	15.15	15.62	16.10	16.50	17.13	17.63	18.13
Slots	11.00	11.50	11.95	12.41	12.86	13.32	14.01	15.01
Security	16.50	16.87	17.39	17.91	18.23	18.69	19.19	19.69
Busser/Porter	11.00	11.92	13.75	14.01	14.51	15.01		
Host (F&B)	11.00	11.92	13.75	14.01	14.51	15.01		
Floor Server	11.00	11.92	13.75	14.01	14.51	15.01		
Café Associate	11.00	11.92	13.75	14.01	14.51	15.01		
Bartender	13.00	14.63	16.93	17.20	17.70	18.20		
Dishwasher	11.00	12.37	14.28	14.54	15.04	15.54		
3 rd Cook	12.00	15.08	17.46	17.73	18.23	18.73		
2 nd Cook	14.00	16.12	18.69	18.95	19.45	19.95		
1 st Cook	16.00	16.88	19.58	21.44	21.94	22.44		
Racebook	13.00	13.90	14.65	15.40	16.15	16.89	17.39	17.89
Match Host	11.00	11.92	13.75	14.01	14.51	15.01		
Match Server	11.00	11.92	13.75	14.01	14.51	15.01		
Match Busser/Porter	11.00	11.92	13.75	14.01	14.51	15.01		
Match Bartender	13.00	14.63	16.93	17.20	17.70	18.20		
Match Dishwasher	11.00	12.37	14.28	14.54	15.04	15.54		
Match 3 rd Cook	12.00	15.08	17.46	17.73	18.23	18.73		
Match 2 nd Cook	14.00	16.12	18.69	18.95	19.45	19.95		
Match 1 st Cook	16.00	16.88	19.58	21.44	21.94	22.44		

Game Premium (Craps and Pai Gow Tiles) \$0.50 per hour.

Step 1: Starting wage

Step 2 – 8: Progress through steps on April 1st of each year starting in 2016

- (a) Steps noted in the wage menu are to mean a year by year progression through the wage grids found in Appendix A of the agreement.
- (b) Wage rates will move through the progression of steps each April 1st.
- (c) Employees who are assigned to substitute into a supervisory position outside the bargaining unit, 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 that substitution step is at least \$0.50 per hour greater than their regular step.

(d) Promotion to a new position with a higher wage scale will be paid at the next highest rate on the scale as long as a minimum of \$0.50 increase. Employees who move to a new position with a lower wage scale will be paid on the new scale at the employee's current step.

(e) *Incoming Professional Wage structure*

New hires who have previously worked in the casino industry and have been qualified by Gateway training/standards, will be paid at the equivalent rate of pay for each complete year of experience in that classification to a maximum of three years (Step 3) as defined in Appendix A – Wage Grid. Progression through Appendix A will then follow in accordance with the agreement.

Note: The parties agree to include the wage menu and the respective adjustments as appropriate, into the agreement in Appendix A.

APPENDIX B Anti-Bullying

The Employer and the Union support the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behavior that might be harmful to others.

Bullying conduct includes, but is not limited to:

- Name calling, humiliation, spreading rumors;
- Gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Treating people like they are invisible;
- Rude interruptions;
- Sarcastic jokes;
- Invading one's personal territory;
- Giving limited information, then blaming;
- Cyber bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibility without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up an individual to fail;
- Assigning unreasonable duties or workload which are unfavorable to one person (in a way that creates unnecessary pressure);
- Underwork – creating a feeling of uselessness;
- Criticizing a person persistently or consistently;
- Belittling a person's opinions;
- Unwarranted or undeserved discipline;
- Blocking applications for training, leaves or promotions;
- Tampering with a person's personal belongings or work equipment.

**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 Code* or its successor to develop an adjustment plan.

**LETTER OF UNDERSTANDING 2
Games Training**

Notwithstanding the provisions found in Clause 12.3 – Course Postings, employees shall have the option, based on operational needs, of switching shifts or reducing hours in order to accommodate training and to ensure that the employee gets adequate rest. The Employer shall not unreasonably deny such requests. This time shall not be calculated as a shift change pursuant to Clause 15.2(b).

**LETTER OF UNDERSTANDING 3
Protected Benefits**

The Employer agrees to maintain the health and welfare benefits at the same level identified on the date of ratification for those employees that were previously "*grandparented*" and formerly employed at Star Fortune Gaming.

The parties will convene a meeting of the Labour Management Committee to review the health and welfare plans (Class 11 and 12) to discuss the possibility of combining the plans. The Committee will meet within one year of ratification.

**LETTER OF UNDERSTANDING 4
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.

**LETTER OF UNDERSTANDING 5
Application of Clause 19.7**

This letter supports the information provided by the Employer in respect to the practices for the submission of medical forms. The Employer understands the employees concerns regarding the costs charged by doctors for supplying such forms.

The Employer has recently begun addressing these concerns and will continue to address these concerns by:

- (1) Employees who have initiated a short-term or long-term disability claim can use the carrier to confirm a return to work or to confirm an ongoing absence and therefore will not be required to provide additional medical notes or forms to the Employer.

(2) Employees who cannot, or do not wish to, or have yet to, initiate a short-term or long-term disability claim may be required to provide the company's medical form to indicate a return to work and must use the company's medical form to confirm an absence of five days or more. Employees will not be required to submit a company medical form for absences of less than five days.

(3) Employees having submitted a company medical form and the information provided indicates a reassessment is required, the information from the reassessment(s) can therefore be supplied in a format of the doctor's choice and need not be provided on the company's medical form.

(4) Notwithstanding the above where the employee is wishing to expedite a return to work, either on a modified, or graduated basis, the employee will be required to supply the company's medical form.

(5) Further, where the employee is wishing to expedite a return to work on a full basis, the employee can submit a medical form in a format of the doctor's choice.

LETTER OF UNDERSTANDING 6 Temporary Workforce Adjustment

With mutual agreement between the parties in the case of a requirement for renovations, construction or building structure issues, a temporary workforce adjustment will be considered to replace a layoff as per Article 13.

Notice

In the event of a temporary workforce adjustment, regular employees shall be given notice or pay in lieu thereof as per Clause 13.1, in advance of the anticipated start date of the event. Should the start date for the event be delayed, notice will be considered to have been given.

Procedure

The parties will convene a joint workforce adjustment committee. The Committee will convene to review the temporary workforce adjustment plan. The Workforce Adjustment Committee will be responsible for:

1. Ensuring the project meets the criteria of a temporary workforce adjustment;
2. Recommend options for minimizing the disruption to the bargaining unit;
3. Identify the shifts and classifications impacted;
4. Create the workforce adjustment plan and monitor the process;
5. Review changes to the workforce adjustment plan should there be changes to the start date and/or end date of the event;
6. Determine the necessity of an interim shift pick for the duration of the disruption and the necessity of a shift pick at the conclusion of the disruption;
7. Determine the pre-layoff canvass options available to affected employees.

Before a workforce adjustment occurs, the Employer shall canvass employees within the affected classification in order to confirm their selection:

1. Placement on the casual list with no loss of classification seniority or benefits during the term of the workforce adjustment;
2. Opportunity to work in another classification where there is a vacancy, provided they have the skill and ability to do so. Such employees will go into the other classification at the bottom of the classification seniority list and will retain their classification seniority in the original classification;
3. Bump a less senior person within the classification with the same or fewer hours of work;
4. Accept a temporary layoff; or
5. Other voluntary options as agreed to by the Union and the Employer.

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

The employee shall confirm his/her selection in writing and such selection is final and binding upon the employee and the Employer subject to this agreement.

Seniority

The parties recognize that job security shall increase in proportion to length of continuous service. Therefore, in the event of a Temporary Workforce Adjustment, the shifts impacted will be identified by classification. When the shifts impacted have been identified the parties will, whenever possible, ensure regular employees are impacted in reverse order of their classification seniority within their classification as long as the remaining employees have the skills and abilities to perform the work.

Loss of Hours

Employees who have lost hours of work may temporarily adjust their availability for work under Article 27 and may use other paid time off to offset the lost hours.

Vacancies Within the Department:*

1. New employees shall not be hired if qualified employees are impacted by a workforce adjustment, unless such employees have been given the opportunity offered to those new employees.
2. Temporary vacancies and scheduled casuals hours will be offered to regular employees who have lost hours.
3. When employees are impacted, they may either accept the loss of hours or use their classification seniority to displace the next employee with less classification seniority with the same or similar shift.
4. A displacement cannot result in an increase in hours of work.

*Departments will be defined as Table Games, Food & Beverage (Restaurant and Kitchen classifications), Slots, Cash Cage, Security, Guest Services, and Racebook.

Recall to Schedule

1. Employees will be recalled back to their schedule as soon as the shift resumes.
2. Employees shall be notified of recall by telephone. An employee being recalled must return to work no later than 14 days of receipt of the recall. 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.

3. The employee on layoff shall be responsible for informing the Employer in the event he/she changes his/her phone number and mailing address.

MEMORANDUM OF AGREEMENT 1

Sick Leave

The Employer shall provide regular employees at the beginning of each calendar year, January 1 to December 31, three sick days. Sick days not used in any calendar year cannot be banked and carried over to the next calendar year.

MEMORANDUM OF AGREEMENT 2

Uniforms

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

MEMORANDUM OF AGREEMENT 3

Indemnity

- (a) The Employer shall indemnify employees from any damages, judgments, legal fees, disbursements and court costs which result from any civil or criminal action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the proper performance of their duties, including a duty imposed by any statute or regulation. If an action is launched or proceedings take place this indemnification shall include the paying of any sum required in the settlement of such action or proceeding.
- (b) Subsection (a) does not apply where:
 - (1) an employee has, in relation to the conduct that is the subject matter of the action or proceeding, been found liable for or guilty of criminal activity, proven dishonesty, gross negligence, fraud, malicious or wilful misconduct;
 - (2) the defence of the action or proceeding is covered by an applicable insurance policy.
- (c) In accordance with this memorandum of agreement, the Employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits. At the option of the Employer, the Employer may provide for legal services in the defence of legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of legal counsel chosen by an employee.
- (d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(e) The provisions of this memorandum of agreement shall be binding upon the Employer on the condition that employees shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them and such notice must be provided to the Employer in circumstances including, but not limited to, the following:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigate body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which the employee should reasonably expect that they might be the object of legal action, or
- (5) when the employee receive notice of any legal proceeding of any nature or kind.

MEMORANDUM OF AGREEMENT 4 Whistle Blower Protection

Purpose

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

Reporting Procedures and Investigation

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

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

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

No Retaliation

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

Disciplinary Offences

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

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

MEMORANDUM OF AGREEMENT 5 Weekly Indemnity

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

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

MEMORANDUM OF AGREEMENT 6 Creating a Game

When the Employer makes a decision to create/add a new non premium game, the following procedure will apply:

1. A classification seniority group as per Clause 11.5 will be established for the new game.
2. Training will be offered as per Clause 12.3. Recognition of the new game will require successful completion of the training, and or table test.
3. Members are limited to being recognized for five games (Clause 25.4) excluding premium games; therefore, if five game dealers want to be trained on the new game they must elect to drop one of the five games they are currently recognized and qualified for. A choice of the game(s) that are available to drop will be determined by the Employer.
4. The new game will be added to Clause 25.4.

MEMORANDUM OF UNDERSTANDING 1 BCGEU Pension Plan

Eligibility

To be eligible to participate in the pension plan, employees must first complete the 480 hour probationary period. In addition, employees who have worked an average of 30 hours a week consistently for a period of three months are eligible to participate in the Pension Plan. Employees working an average of 30 hours for a period of three months during the probationary period will be eligible at the end of the probationary period.

Once an employee has achieved the 30 hour per week for three months threshold they remain in the Pension Plan regardless of if their hours drop below 30 per week.

Contributions

The Employer and employee will contribute a matched contribution of \$0.30 per hour for which employees are paid.

Voluntary Contributions

Employees may voluntarily contribute more than \$0.30 per hour, unmatched.

Upon Ratification of the Collective Agreement

- (1) Subsequent to the date of ratification, all new employees who meet the above eligibility criteria shall be required to join the BCGEU pension plan as a condition of employment.
- (2) The Employer will contribute all funds in accordance with the plan above and applicable provincial legislation.
- (3) The Employer will maintain their current plan(s) for all employees who remain enrolled in the existing RRSP plans.

Remittance of Contributions

- (1) All employer and employee required contributions shall be paid no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the *Pension Benefits Standards Act*.
- (2) The pension remittance report shall be submitted electronically by the Employer in an Excel Spreadsheet or ASCII format or compatible language.
- (3) The information will be provided as follows:
 - (a) SIN
 - (b) Name
 - (c) Employee contribution amount
 - (d) Employer contribution amount
 - (e) Employee voluntary contribution amount

The parties agree that any gains to the employer pension/RRSP/Retirement Saving plans achieved during the term of this agreement will be matched and implemented to the current plan immediately.

MEMORANDUM OF UNDERSTANDING 2

Concluded Seniority Disputes

For the purpose of the operations of the collective agreement, including the provisions of Article 11, and all other clauses that relate to "*classification seniority*", the parties agree to the following:

- (a) Certain past positions and/or titles no longer exist and the parties have consulted on the inclusion of periods of time in those positions and/or job titles. In respect of this, the parties recognize continuous classification seniority for:
 - (1) Parking Security Officers, as Security Officers;
 - (2) Cleaners, from Towers, as Busser/Porters;
 - (3) Porters from Royal City Star, as Busser/Porters;
 - (4) Sandwich Makers, as Cook 3;
 - (5) Hot Line Cooks, as Cook 2.

(b) Certain employees who accepted "*trial*" positions for the December 2007 opening of the Starlight Casino and chose to return to their previous classification, will be considered to have continuous classification seniority in the previous position during the time in the trial position.

(c) Certain casual employees were employed in two classifications and remain so today. For these employees they will appear on two lists, and be interlaced on the same list as other employees of that classification, until such time as they become regular employees or indicate they no longer wish to remain on both lists. These employees were hired as:

- (1) Busser/Porter & Dishwasher;
- (2) Floor Servers & Café Servers;
- (3) Floor Servers & Bartenders.

MEMORANDUM OF UNDERSTANDING 3 Floaters

Up to one "*Floater position*" for every 12 regular full-time line may be scheduled and will be included in the shift selection process (Clause 15.2).

The intent of these positions is to cover for scheduled absences (i.e. vacation and leaves) or regular employees. Employees with these Floater positions will be scheduled each week based upon the scheduled absences of regular employees. As a result, the schedule for an employee in a Floater position may cover for a different regular line each day.

Floater positions will have a "*base schedule*" of 40 hours per week posted as part of the shift selection process. Whenever there are no scheduled absences to be covered then the employee will be scheduled as per the base schedule.

Floater position employees will not be allowed to drop shifts. Two weeks' notice will be provided as per Clause 14.2 whenever a schedule change is required.

The parties agree that should the number of regular positions at Starlight Casino be reduced, the initial reductions will be to the Floater positions first. Bumping rights will be as per the collective agreement.

Seniority for Floater position employees will continue to accrue in the classification they were in prior to becoming a Floater position employee.

Notwithstanding the Employer's right to schedule hours of operation, an individual scheduled line within a weekly work schedule will not have start times vary throughout the week by more than eight hours.

MEMORANDUM OF UNDERSTANDING 4 Relief Supervisors Access to Personnel Files

Relief Supervisors will have no access to personnel files until they have been in the assignment for a minimum of four consecutive weeks. The personnel file key will be returned immediately following the completion of the relief assignment.

MEMORANDUM OF UNDERSTANDING 5
Pai Gow Tiles, Fast Action Poker, Double Deck Blackjack and Roulette

An employee may request to change table from Pai Gow Tiles or Fast Action Poker or Double Deck Blackjack or Roulette after a period of four hours.

The Employer agrees to grant this request if operationally possible.

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