

# **COLLECTIVE AGREEMENT**

**Between**

**EDGEWATER CASINO LP  
(hereinafter referred to as the EMPLOYER)**



**And**

**UNIFOR AND ITS LOCAL 3000  
(hereinafter referred to as the UNION)**



**DECEMBER 6, 2014 – DECEMBER 5, 2017**

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## **ARTICLE 1 – INTRODUCTION**

### 1.01 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, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 19 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, and to enhance the living standards and working conditions of the employees.

### 1.02 GENDER REFERENCES

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

## **ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT**

### 2.01 DURATION

- (a) This Agreement shall be for the period from and including December 6, 2014 to and including December 5, 2017.

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:
  - i) the Union commences a legal strike; or
  - ii) the Employer commences a legal lockout, or
  - iii) the parties enter into a new or further Agreement.
- (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.

## 2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) AND 50(3) EXCLUDED

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

## 2.03 STRIKES AND LOCKOUTS

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

## 2.04 CONTRACTED SERVICES

The Employer will not contract out any work normally performed by employees in the bargaining unit that results in the lay-off of any bargaining unit employee. The provisions of this article shall be subject to the Employer's obligations to comply with requirements of the BC Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

## 2.05 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 the 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.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- (c) Change the location from 106B – 750 Pacific Blvd. South, Vancouver to anywhere in the Province of BC.

### **3.02 RECOGNITION OF LEGAL PICKET LINES**

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, 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 whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

### **3.03 PERFORMANCE OF BARGAINING UNIT WORK**

The current practice of persons whose regular job is not in the bargaining unit performing bargaining unit work for the practical and efficient operation of the casino will continue for the duration of the Collective Agreement.

It is not the Employer's intent to erode the bargaining unit.

### **3.04 UNION BUTTONS**

An employee may wear a union lapel pin, a shop steward lapel pin, or a union button without being disciplined. The union button may not exceed the size of a loonie and will not carry political, protest, or other slogans.

### **3.05 UNION INVESTIGATION**

- (a) The Employer shall allow a properly authorized representative of 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 Union representative will be required to obtain the prior written (faxed) permission of the Director of Human Resources or Labour Relations Manager to visit the premises, such request to be responded to as soon as possible and in any event within 12 hours of the request, and such permission not to be unreasonably withheld.
- (c) The investigation must not result in any disruption of the Employer's operations, and it must not result in any employee or employees neglecting their assigned work duties and responsibilities.

#### **ARTICLE 4 - UNION SECURITY**

##### **4.01 MEMBERSHIP**

All employees who were members of the Union on the date that their classification became certified by the Union, or who have become employees (i.e. new hires) in that classification after the date on which the classification became certified by the Union, shall become and/or remain members in good standing as a condition of employment.

##### **4.02 NEW EMPLOYEES**

- (a) 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 as per Article 4.04(c).
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union according to the Union's National Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (d) Union Information for New Employees

The Employer agrees that the Union Chairperson or designate shall be given the opportunity to orient new employees, without loss of pay, during the last fifteen (15) minutes of the new hire orientation. The purpose of this orientation being to acquaint new employees with the fact that a collective agreement is in effect

and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

#### 4.03 CHECK-OFF: ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

#### 4.04 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, 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 Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, 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 making only such deductions as are permitted by law, and as are authorized by 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 pay cheque and remit it as per Article 4.04(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer agrees to record the amount of union dues deducted on each employee's T4 slip.

#### 4.05 UNION SECURITY

The Employer will supply to the Local Union office in New Westminster an up-to-date seniority list which will include: list of names, addresses, postal codes, and phone numbers and email addresses for all employees in the bargaining unit, July 1 and January 1 of each year.

### **ARTICLE 5 - UNION STEWARDS**

#### 5.01 SHOP STEWARDS

- (a) The Union shall appoint Shop Stewards from among the employees, and the Employer shall recognize a ratio not to exceed 1 per 40 employees provided it has been notified of their names in writing by the Union. The Union will ensure that there is normally at least one (1) steward actually working on each shift. If this requires that a small number of additional stewards be temporarily appointed the Employer shall also recognize these temporary appointees. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the name of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The necessary time which is spent by Stewards during their regular working hours (as approved by management), reporting and resolving grievances, or in 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.

- (d) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (e) The Employer shall provide on-site office space for the Union to be used by both the Union's shop stewards and the employees Tip Committee. The parties will look to alternate space for the Union office. This office will be supplied with a desk, chair, filing cabinet, computer, internet connection and telephone for the Union's usage.

## 5.02 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a quarterly basis, unless the parties mutually agree that more frequent meetings are required, to review problems that may arise concerning the application and operation of the Collective Agreement. It is agreed that the Union's local staff representative and/or the National Union's Staff Representative may attend these meetings. Each party may place any item it wishes on the agenda for meetings under this section, by written notice to the other party, provided that only items that are placed on the agenda at least seven (7) calendar days before the meeting may be discussed, unless both parties mutually agree otherwise.
- (b) The meetings referred to in Article 5.02(a) shall consist of not more than six (6) management representatives, and not more than one (1) shop steward per department, and the meetings will be scheduled outside the scheduled working hours of the shop stewards. Attending shop stewards shall be paid straight time wages for all time spent in these meetings.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) When the Shop Chairperson and the Management Representative agree that there are no problems, it will not be necessary to convene the quarterly meetings.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

## **ARTICLE 6 - RESERVATIONS TO MANAGEMENT**

- 6.01 The Union recognizes the right of the Employer to direct the workforce in all respects, including scheduling, promotion, demotion, transfer, discipline, and discharge. Management rights must be exercised in good faith.

6.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects.

6.03 The Employer also reserves the right to supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees. It is agreed that the rules and regulations may cover all aspects of the operation of the casino, including the procedures for dealing the games, and it is further agreed that the Employer is entitled to make any changes which may be necessary or desirable in order to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

It is mutually agreed that the Employer will post house rules for the conduct of employees and file a copy of those house rules with the Union before enforcing same. Filing with the Union Office is accomplished by delivery of a copy of the house rules through registered mail.

6.04 Management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement.

## **ARTICLE 7 – ADMINISTRATION**

### **7.01 NEW CLASSIFICATIONS**

If the Employer establishes a new job classification in the bargaining unit which is not included in Appendix A of this Agreement, the Employer will notify the Union of the new position and the proposed wage rate for the position. The parties will then discuss the proposed wage rate for the new position, and if the parties agree on the new wage rate it will be added to Appendix (A). If the parties are unable to agree on a wage rate for the new position, the Employer shall establish an interim wage rate for the position, and the Union will have the right to grieve that rate and have the matter determined by arbitration. Pending the decision of the arbitrator, the interim wage rate established by the Employer will apply. If the arbitrator alters the interim wage rate established by the Employer the changes made by the arbitrator, whether an increase or a decrease, will be applied retroactively to the start of the new position.

### **7.02 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION**

(a) When an employee resigns, the Employer will pay all wages owing to the employee within 6 business days (exclusive of Saturdays, Sundays, and holidays) from their last day of work, or the date that they provide actual notice of their resignation, whichever is later.

- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.

#### 7.03 ELECTION DAYS

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial elections.

#### 7.04 WORK IN TWO CLASSIFICATIONS

An employee who is assigned to perform work in a higher rated classification shall receive the higher rate while performing such work. 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 such work, but if the employee chooses to work in a lower rated classification, the employee shall be paid at that rate for that classification while performing such work.

#### 7.05 COFFEE COMMITTEE

The Union shall form an employee "coffee committee" to administer the provision of coffee, tea, etc. in the employee lunch room. The Employer shall provide twelve hundred and fifty dollars (\$1250) per month to this committee as the Employer's contribution towards the provision of coffee, tea, etc., in the lunch room provided that this money is used solely for that purpose.

#### 7.06 GPEB CARDS

The employees are required to pay one hundred percent (100%) of the cost of their initial GPEB card and one hundred percent (100%) of the cost to replace lost or stolen cards. The Employer will pay the full cost of the renewal of GPEB cards. As soon as operationally possible following ratification, the Employer shall provide a more secure method of location for employees to store their GPEB cards at the work site in order to reduce risk of theft. The Employer shall also pay on a one time only basis for any employee, the full cost of replacing a card that is lost or stolen, after investigation, provided the employee was not negligent in the loss/theft of the card.

#### 7.07 PAYROLL ERROR

If there is a payroll error, the Employer shall reimburse the employee within two (2) business days from the Payroll Department after the Employer has been made aware of the error.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

### **8.01 NAMED STATUTORY HOLIDAYS**

(a) The following shall be considered named statutory holidays:

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

- (b) (i) Employees who have completed twenty-four (24) months of service since their date of last hire shall be eligible to receive one (1) floating holiday with pay to be taken during each calendar year at a time that is mutually agreed upon by the Employer and the employee involved.
- (ii) If an employee does not work both his/her last regularly scheduled shift before taking a floating holiday and his/her first scheduled shift after taking a floating holiday (no exceptions), the employee will not be paid for the floating holiday, which shall be lost.
- (iii) If a floating holiday is not taken during a calendar year it shall be lost and shall be paid-out at year's end.
- (iv) Eligible employees shall be paid for their floating holiday and be in accordance with the provisions of article 8.03.

### **8.02 NAMED STATUTORY HOLIDAY FALLING ON DAY OFF**

In the event that an employee's day off falls on a named statutory holiday, the employee shall receive their normal days wages as calculated in Article 8.03(b).

### **8.03 PAYMENT FOR NAMED STATUTORY HOLIDAY**

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the named statutory holiday, whether or not they are scheduled to work on the named statutory holiday.
- (b) For purposes of this Article, a normal day's pay shall be understood to mean as follows:
- (i) In the case of named statutory holidays, an employee's gross earnings, exclusive of overtime, for the hours they have worked in the eight (8) week period immediately preceding the week in which the named

statutory holiday occurs, divided by forty (40) to establish the earnings to be paid for the named statutory holiday.

Note: The current practice will continue regarding named statutory holiday pay on the basis of eight (8) hours for employees working a ten (10) hour shift.

- (ii) In the case of an employee's floating holiday, the employee's gross earnings, exclusive of overtime, for the hours they have worked in the fifty two (52) week period immediately preceding the week in which the floating holiday is taken, divided by two hundred and sixty (260) to establish the earnings to be paid for the floating holiday.
- (c) An employee who is scheduled by the Employer to work on a named statutory holiday, shall be paid one and one-half (1-1/2) times their normal wage rate for any hours so worked, on all named statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works in excess of eleven (11) hours on the named statutory holiday shall be paid at double time for all such additional hours worked.

#### 8.04 ELIGIBILITY FOR NAMED STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a named statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. If the absence due to sickness or accident exceeds three days, the Employer is entitled to require the employee to attend a medical practitioner selected by the Employer to obtain a certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline. The medical certificate from the medical practitioner selected by the Employer will be at the Employer's expense.

#### 8.05 LOSS OF NAMED STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, they shall not receive any pay for such holiday.

#### 8.06 NAMED STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should a named statutory holiday occur during an employee's vacation period, the formula in Article 8.03(b) shall be applied to the eight (8) week period

immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period. In such circumstances, the Employer shall normally designate the day following the last vacation day as the extra day off, and that date will be confirmed on the Vacation Request Form at the time the vacation is approved.

- (b) Should a named statutory holiday fall during the first week immediately following the end of an employee's vacation, the formula in Article 8.03(b) will be applied to the eight (8) week period immediately preceding the week in which the vacation commenced.

**ARTICLE 9 - ANNUAL VACATION**

**9.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE**

- (a) Employees with less than one (1) year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

**9.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, and effective January 1, 2008, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
10 years but less than 18 years	4 weeks	8%
18 years or more	5 weeks	10%

- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.

- (c) "Gross earning" 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) Upon written request, employees shall be paid all or part of their vacation pay on the last pay day prior to the vacation leave commencing.

#### 9.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations (between April 1 to March 31) according to the seniority list, provided the application is submitted by January 31st for vacations to be taken during that year and provided employees do not take their vacation before their entitlement to that vacation vests. 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. All vacation applications submitted to the Employer shall be approved in writing within twenty one (21) calendar days after January 31st. Vacation requests shall not be unreasonably denied. The Employer shall post and update a vacation time calendar as required. The vacation time calendar shall be located in an area readily accessible to all employees.
- (b) Subject to (a) above, all other vacation requests submitted to the Employer shall be approved in writing within fourteen (14) calendar days of receiving the acknowledgement form.
- (c) Employees will receive a Vacation/Leave of Absence acknowledgement form signed by the Manager when submitted.
- (d) Employees will be able to cancel approved vacation requests, in writing, providing the schedule for the week affected has not been posted.

#### 9.04 VACATION CARRY-OVER

- (a) Employees may carry over a maximum of two (2) weeks' vacation from one vacation year to the next vacation year. All such carried over vacations (time and pay) must be taken within twelve (12) months of the employee's anniversary date. Carried-over vacation may only be taken at a time that is mutually agreeable to the Employer and the employee involved. Requests to take carried over vacation (time and pay) shall not be unreasonably denied by the Employer provided there are sufficient employees remaining at the casino in the applicable classification to meet the operating requirements. Carried over vacation time that is not taken by the employee's next anniversary date shall be lost, at which time the employee shall be paid out the applicable carried over vacation pay.

- (b) Vacations may be taken in less than seven (7) day blocks.

#### 9.05 VACATION PAY

Notwithstanding the provisions of articles 9.01 and 9.02 of the collective agreement, the parties agree that all employees, whether they are defined as casual or regular employees pursuant to the collective agreement, may choose whether they wish their vacation pay to be administered on an accrual basis and paid on the last pay day prior to the vacation leave commencing (“Accrual Basis”), or to receive any annual vacation pay to which they are entitled with their regular pay cheques for every pay period (“Pay Period Basis”) or a portion or all of their vacation pay upon request. Prior to March 31st of each year, each employee will be permitted to make an election to receive their vacation pay on a Pay Period Basis for the administration of their vacation pay for the upcoming vacation year. If an employee does not make an election to receive his/her vacation pay on a Pay Period Basis, the employee will be paid on an Accrual Basis for the upcoming vacation year.

### **ARTICLE 10 - LEAVES OF ABSENCE**

#### 10.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to up to four (4) employees who are appointed or elected to a full-time Union position. (Either on a temporary or permanent basis.)
- (b) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (c) Any leave granted would not unduly interrupt the operation of the department; such request shall be made in writing sufficiently in advance to minimize the disruption of the department.

#### 10.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

##### **Union Conventions/Educational Programs**

The Department Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to and including four (4) employees who are elected as delegates to attend Union conventions or educational programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than fourteen (14) days’ notice.

### **Shop Steward Programs**

The Department Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to two (2) employees from each department to attend bona fide shop steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days' notice. It is agreed that the Employer may refuse a leave of absence if that is required to ensure that there will be sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino.

### **General Union Leave**

The Department Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to and including five (5) employees who are required to attend to union business other than that business mentioned above in 10.02 (a) and (b). Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days' notice. It is agreed that the Employer may refuse a leave of absence if that is required to ensure that there will be sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino.

### **Union Bargaining Committee**

The Employer will recognize a Union bargaining committee consisting of the Chief Shop Steward, and one (1) committee member from each department of less than two hundred (200) employees and two (2) committee members from each department of over two hundred (200) employees.

## **10.03 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 respecting the casino in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

## **10.04 BEREAVEMENT LEAVE**

All employees will be granted three (3) days off without loss of pay, commencing with the employee's date of notification of death or ending with the day of the funeral, in the event of the death of a spouse, child (including foster children), parent, guardian, sibling, grandchild or grandparent of an employee, or in the event of the death of any person who lives with an employee as a member of the employee's family. For

purposes of this provision, "spouse" includes a common law spouse or a same sex spouse. Additional time, if needed, shall be granted without pay. Effective February 29, 2008, employees will be granted one (1) day off without loss of pay under this section (10.04) to attend the funeral of their mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

#### 10.05 JURY AND WITNESS DUTY

- (a) Employees who serve on a jury or who are subpoenaed as a witness for the Crown shall be granted a leave of absence with pay for this purpose, provided the employee concerned deposits with the Employer all monies received for so serving. Employees covered by this Article shall continue to receive their full basic straight time wages (no premiums) for the period of time spent so serving. To be eligible for this clause an employee must have attained seniority before so serving.
- (b) Employees subpoenaed for any other reason than (a) above will be granted a Leave of Absence without pay.

#### 10.06 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular 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 fourteen (14) calendar days or more under this clause after one year of service. All employees shall apply in writing to the Casino Operations Manager at least fourteen (14) days prior to the commencement of the proposed leave, and such leaves must not exceed four (4) months. Such leaves will not be granted for the purpose of the employee working elsewhere during the leave. Employees who have taken a continuous leave of fourteen (14) calendar days or more are not eligible to apply for another leave of fourteen (14) calendar days or more until they have worked for a minimum of twelve (12) months after their return from the previous leave. Subject to the provisions of this Article, such leaves will not be unreasonably denied. No benefits will be paid during unpaid leaves of absence.

##### 10.06.2 SHORT TERM LEAVE OF ABSENCE

Application for short term leave of absence must be submitted to the Department Manager or Designate responsible for scheduling by 8 p.m. on the Sunday one (1) week

prior to the effective date of the new schedule, but the application cannot be submitted more than two (2) weeks prior to the deadline.

Requests for short term leaves of absence will be considered by the Employer in the order in which those requests are submitted.

It is understood that the Employer may refuse a short term leave of absence if that is required to ensure that there will be sufficient employees remaining at the Casino in each classification to meet the operating requirements of the Casino at no increased cost to the Employer.

#### 10.07 COMPASSIONATE LEAVE

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to (i) the care, health or education of a child in the employee's care, or (ii) the care or health of any other member of the employee's immediate family. Additional time off for these purposes shall not be unreasonably denied.
- (b) For purposes of this article "immediate family" means (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and (ii) any person who lives with an employee as a member of the employee's family.

#### 10.08 PREGNANCY LEAVE

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave (i) beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth, and (ii) ending no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 10.08(a) or (b).
- (d) A request for leave must (i) be given in writing to the Employer, (ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and (iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the

expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 10.08(c).

- (e) A request for a shorter period under Article 10.08(a)(ii) must (i) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and (ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### 10.09 PARENTAL LEAVE

- (a) An employee who requests parental leave under this Article is entitled,
  - (i) for a birth mother who takes leave under Article 10.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.08 unless the Employer and employee agree otherwise,
  - (ii) for a birth mother who does not take leave under Article 10.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event,
  - (iii) for a birth father, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event, and
  - (iv) for an adopting parent, up to thirty seven (37) consecutive weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.09(a).
- (c) A request for leave must
  - (i) be given in writing to the Employer,
  - (ii) if the request is for leave under Article 10.09(a)(i) (ii) or (iii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and

- (iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Article 10.08 and 10.09 is limited to fifty two (52) weeks plus any additional leave the employee is entitled to under Article 10.08(c) or 10.09(b).
- (e) Employees who take pregnancy or parental leave under Article 10.08 and/or 10.09 respectively, who are covered by the Health and Welfare benefits under Article 14 at the time of commencing such leave, shall continue to receive MSP (Article 14.01) and Benefit Entitlements (Articles 14.02 and 14.03) on the same basis as they were receiving when the leave commenced pursuant to those articles.

#### 10.10 PROVISIONS OF THE LEGISLATION

It is agreed that the provisions of Articles 10.07, 10.08 and 10.09 replace the corresponding provisions of the Employment Standards Act, and that in the event of any future amendments to the Employment Standards Act, these sections of the Collective Agreement will continue to apply in place of any corresponding provisions in the Employment Standards Act. 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 Articles 10.07, 10.08 and 10.09, and that these articles will then have no further application.

### **ARTICLE 11 - MISCELLANEOUS EMPLOYEE ENTITLEMENT**

#### 11.01 PROTECTED WORKING CONDITIONS

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

#### 11.02 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 eight (8) hours in a day, or more than forty (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. An employee may decline attendance at a mandatory staff meeting that is held during his/her scheduled time off, with the approval of the Employer which shall not be unreasonably denied, provided the employee has a compelling personal reason for not attending.

The employee's absence does not excuse them from any directive, outcome, or expectations set forth in the meeting they missed. The employee is responsible to follow up with their manager to obtain all material or information on what happened at the meeting at their next scheduled shift.

### 11.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow. Upon the employee's return to work it is agreed that the Employer is entitled to displace employees who have replaced the absent employee, and that such displacement will not be subject to Articles 12.07 and 17.05.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from WorkSafe BC, certifying that the employee is physically and mentally able to resume the performance of his/her duties if such employee has been absent for a period of two (2) weeks or greater due to illness, or for any period of time due to injury. If the Employer is not satisfied with the medical documentation provided by the employee it may require the employee to undergo a medical examination by a physician of the Employer's choosing at the Employer's expense. If an employee is then found by the Employer's physician to be fit to return to work he/she shall be compensated for all lost income for time lost commencing from the first day he/she made himself/herself available to return to work and would have been able to be scheduled to return to work under Article 11.03(a). The Employer has the option of allowing the employee to return to work pending the receipt of the medical opinion from the physician. The Employer's decision based on the opinion of the physician appointed by the Employer is subject to the grievance and arbitration procedure under this Agreement.

#### 11.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into 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.

#### 11.05 CLOTHING

Where the Employer requires special clothing to be worn, such clothing will be supplied to the employee at no cost. The Employer will also supply safety footwear where it is required. In addition, such clothing will be laundered and maintained by the Employer at its expense. The Employer will make an Edgewater Casino sweater available to any employee who wants one, except supervisors, at wholesale price, which sweater is not considered part of the normal uniform issue. The Employer will provide the supervisors with dry-cleaning at the supervisor's expense, at wholesale pricing, for clothing that is worn at work.

#### 11.06 PERSONAL EFFECTS

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

#### 11.07 BULLETIN BOARD

The Union shall be entitled to maintain a bulletin board in the lunchrooms and the Bistro in a jointly agreed upon location (out of public view) for the purpose of communicating with employees.

#### 11.08 CASINO MOVE

If the casino arranges to move to a new location, the casino agrees to advise the Union of the planned date for the move as soon as the date is set, and will also promptly advise the Union of any changes to the planned moving date. The casino agrees to discuss with the Union issues arising out of the planned move prior to the planned moving date. It is recognized that changes to the planned moving date are normally due to circumstances beyond the control of the casino and changes to any planned moving date are likely to occur. The casino agrees to keep the Union informed with respect to the planned moving date.

## 11.09 SUBSTANCE ABUSE

Substance abuse is a serious medical and social problem that can affect employees and the Employer. The Employer and the Union have a strong interest in encouraging early treatment, assisting towards after treatment and full rehabilitation. The Employer shall develop a policy in conjunction with its employee and Family Assistance Program (EFAP) to deal with substance abuse and its related problem and shall discuss this policy with the Union in the Management/Union Stewards meetings (commencing not later than ninety (90) calendar days after the conclusion of collective bargaining). In developing this policy the Employer understands that it is appropriate to continue employee health and welfare benefits for a reasonable period provided the employee admits his/her substance abuse problem and is making every reasonable effort to correct the problem. For its part, the Union understands that supporting employees who have admitted to their substance abuse problem in this fashion is contingent upon the employee correcting his/her problem without continuing relapses and shall discuss this policy with the Union in the Management/Union Stewards Meetings.

## **ARTICLE 12 - HOURS OF WORK**

### 12.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) Unless the parties otherwise agree, and subject to the provisions of Memorandum of Understanding #13, the normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
  - (i) not more than eight (8) hours in any one working day,
  - (ii) not more than five (5) working days in any seven (7) consecutive day period beginning on Sunday, and
  - (iii) not more than forty (40) hours in five (5) working days in any seven (7) consecutive day period beginning on Sunday.
- (b) Table opening and closing procedures are considered time worked.
- (c)
  - (i) Employees who work over eight (8) hours a day shall be paid
    - (a) 1½ times the employee's regular wage for the time over eight hours, and
    - (b) double the employee's regular wage for any time over eleven (11) hours.
  - (ii) Employees who work over forty (40) hours a week shall be paid

- (a) 1½ times that employee's regular wage for the time over forty (40) hours, and
  - (b) double the employee's regular wage for any time over forty eight (48) hours.
- (iii) For the purpose of calculating weekly overtime under subsection (ii), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- (iv) If a week contains a statutory holiday that is given to an employee under this Collective Agreement,
  - a) the references to hours in subsection (ii) are reduced by eight hours for each statutory holiday in the week, and
  - b) the hours the employee works on the statutory holiday are not counted when calculating the employee's overtime for that week.
- (e) If the Employer requires an employee to work more than five (5) working days in any seven (7) consecutive day period beginning on Sunday, the employee shall be paid time and one-half for the first eight (8) hours worked on each of the sixth and seventh days in that seven (7) consecutive day period, and double time for all work performed thereafter, except as provided otherwise in Letter of Understanding #13. No overtime premium will be paid under this clause for hours which are compensated at overtime rates under other provisions of this Article. It is understood that shifts which commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirement to work overtime will be in accordance with 12.01(f).
- (f) Overtime and Early-Off will normally be voluntary. If overtime is required it shall be offered in seniority order to those employees who have volunteered to work overtime and who will not be entitled to double their regular wage for any of the time to be worked. If no employees (or an insufficient number of employees) have volunteered to work overtime, the casino may require employees to work overtime in reverse order of seniority, starting with the most junior employee who is available. If employees are required to take early-off, and no employees (or an insufficient number of employees) have volunteered to take early-off, the casino may require employees to take early-off in reverse order of seniority, starting with the most junior employee who is at work. The current practice of employees signing up to volunteer for early-off, shift extension or overtime shall continue.

## 12.02 SPLIT SHIFTS

The Employer does not foresee split shifts. If they do require them, it would be by mutual agreement between the Union and the Employer and in accordance with the Employment Standards Act.

## 12.03 SCHEDULING OF SHIFTS

### (a) Scheduling Hours of Work

It is recognized that the Employer has the right to schedule the hours of operation and employee hours of work to meet the changing needs of the business.

### (b) Maximizing Length of Shifts

Pursuant to Article 12.03(a) above, while the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will maximize the length of shifts through the work week before instituting a shift of lesser duration.

### (c) Exchanging Shifts

(i) Employees may switch shifts with other scheduled employees. A “switch” refers to an employee trading shifts with an employee who is already scheduled to work a different shift.

(ii) Employees may give away a maximum of 12 shifts in a bid block to employees who:

(a) have previously notified the casino that they are available to work that day, and

(b) have not been scheduled by the casino to work that day.

(iii) A shift exchange by switching a shift, or giving away a shift, must be done in accordance with the procedures established by the Employer and with the prior authorization of the Employer. The Employer shall not unreasonably withhold authorization.

## 12.04 DAYS OFF

(a) All employees, including probationary employees, shall receive two (2) consecutive days off in each seven (7) day work week as defined in Article 12.01(a)(ii), unless otherwise mutually agreed to.

- (b) The parties agree that employees who receive a Saturday in one (1) week and the immediately following Sunday as their days off, will be deemed to have received two (2) consecutive days off under this clause, despite the fact that the Saturday and Sunday are actually in separate weeks as defined in Article 12.01(a)(ii). If the employee changes to a different schedule, and moves to Saturday/Sunday off, it is recognized and agreed that the employee may not be able to have two (2) consecutive days off in the first week of the new bid block.
- (c) Employees are permitted to split their days off when exchanging shifts in accordance with Article 12.03(c).
- (d) There shall be no increased costs to the Employer for scheduling under 12.04(b) and (c), and there shall be no grievance filed as a result of scheduling days off for Saturday and Sunday under (b), or splitting of days off under (c).

#### 12.05 OPTIONAL HOURS OF WORK ON SIXTH DAY

Notwithstanding the provisions of Articles 12.01 and 12.07, the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) in that seven (7) day work week, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his or her rights under this Agreement.

#### 12.06 POSTING OF WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - days off
  - classification
  - starting and finishing times
- (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. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the date, or the starting time or the stopping time of the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change at the telephone number the Employer has on file

for the employee. It shall be each employee's responsibility to maintain a current telephone number on file with the Employer where the employee can be reached.

#### 12.07 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours' notice of any change in their respective work schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a callout.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled because of sickness, injury or emergency, are obligated to provide the Employer with notice at the earliest possible time to allow the Employer sufficient time to cover the absence. If an employee is going to be late for work, the employee must notify the Employer as soon as possible.
- (c) Employees' whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (d) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports for work as scheduled before the change, the employee will be paid four (4) hours pay if the employee is not required to work, and if the employee is required to work the employee will be paid for the hours worked with a minimum of four (4) hours pay.
- (e) When an employee's bid block selection has been approved by the Employer, the Employer shall not reduce the assigned hours of work in that employee's bid block, unless the hours of work are reduced by early off, layoff, or a change in work schedule under Article 12.07(a).

#### 12.08 REST PERIODS

- (a) All dealers, and dealer supervisors, shall receive a fifteen (15) minute paid rest period after sixty (60) minutes of work.
- (b) All employees, other than dealers slot attendants, slot supervisors and dealer supervisors, are entitled to rest periods in accordance with the following schedule:
  - (i) Four (4) hours - one (1) fifteen (15) minute rest period
  - (ii) Five (5) hours - one (1) fifteen (15) minute rest period

- (iii) Six (6) hours – one (1) fifteen (15) minute rest period
- (iv) Seven (7) hours - two (2) fifteen (15) minute rest periods
- (v) Eight (8) hours - two (2) fifteen (15) minute rest periods

All such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

#### 12.09 PAID MEAL BREAKS

All employees, other than dealers, slot attendants, slot supervisors and dealer supervisors, working shifts of more than five (5) hours are entitled to a paid meal break between the third and fifth hour of work. Such meal breaks shall be for one-half (1/2) hour. In the event that an employee is scheduled for a shift of five (5) hours or more, and they are sent home prior to taking their scheduled meal break and have worked a minimum of four (4) hours, then thirty (30) minutes pay will be added to their hours.

#### 12.10 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, except as follows:

- (a) Provided the employee was not contacted before reporting and told not to report, an employee who reports to work as scheduled and/or instructed shall be paid four (4) hours wages at his/her regular hourly rate if the employee does not commence work, except when the employee is not fit for work. This notwithstanding, when circumstances completely beyond the Employer's control (a force majeure) result in no work being available, and an employee reports for work without prior notification as above, but does not commence work, the employee shall be paid two (2) hours.
- (b) An employee who reports to work as scheduled and/or instructed and who actually commences work shall be paid a minimum of four (4) hours wages at his/her regular rate.

### **ARTICLE 13 – SUPERVISOR 2 RATIO**

The Employer may assign exempt employees in the Supervisor 2 position to perform bargaining unit work, provided the ratios set out in this article may not be exceeded:

- (a) Cage: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.

- (b) Count: one (1) Supervisor 2 provided there is at least one (1) Supervisor 1.
- (c) Table Games: one (1) Supervisor 2 to three (3) Supervisor 1's in each classification.
- (d) Slots: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.
- (e) Guest Services: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.

In addition to the Supervisor 2 positions that may be created in Slots and Guest Services (as above), the Employer may create one (1) Floating Supervisor 2 position to cover both Slots and Guest Services combined.

Should the number of Supervisor 1's not be divisible in a classification, the ratio may be rounded up by adding one Supervisor 2 to ensure the ratio does not fall below the said maximums for that classification.

Employees in the Supervisor 2 classification are permitted to carry out the same work and duties as Supervisors 1 in their applicable Department.

**ARTICLE 14 - HEALTH AND WELFARE/PENSION PLAN**

**14.01 PROVINCIAL MEDICAL PLAN**

Effective the first day of the month after the coming into force of this collective agreement, eligible employees may, at their option, be covered by the basic provincial medical plan for the employee and dependents. The Employer will pay one hundred percent (100%) of the premium.

**14.02 EXISTING BENEFIT PLANS**

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

- (a) Life Insurance - \$25,000
- (b) Accidental Death and Dismemberment - \$25,000
- (c) Existing Health Care Benefits - Extended Health, including prescription drugs and out-of-country benefit coverage

(d) Dental Care Benefits

Plan A - 100%

Plan B - 50% - \$1000 per calendar year

Plan C - 50% - \$1000 lifetime/includes child

(e) No Change in Benefits

The benefits set out in Article 14, and the eligibility for such benefits, shall not be changed or modified during the life of this collective agreement, except by negotiation and the mutual agreement of the Union and the Employer.

(f) Once an employee has qualified for benefits, and has been enrolled on the benefit plans, the Employer will pay the premiums whether or not the employee falls under the cut-off number of hours. The Employer will notify the employee on or before the following pay period when the hours fall short then recover from the employee by a payroll deduction the premium for any period of time for which the employee did not qualify for benefits. The premium deduction will be prorated based on the number of weeks the employee did not qualify in relation to the length of that month, i.e. 7/31, 7/30, 14/30, etc.

The Employer will have no responsibility for or involvement in the benefit plans except for the payment of the premiums.

#### 14.03 VISION CARE

Effective the first of the month following February 29, 2008, the current benefit plans shall be amended to include vision care - Glasses/Contact Lenses - \$250.00 every 24 months.

#### 14.04 BENEFIT ENTITLEMENT

(a) In order to be eligible for benefits under the collective agreement, employees must work a minimum of 20 hours per week averaged over an eight (8) week period. Employees hired on or after September 1, 2005 must complete their probationary period in order to be eligible for benefits. When an employee has completed the probationary period, the hours the employee worked during the probationary period will count towards the eight (8) week averaging. Time spent during injury or illness shall be excluded from the average.

(b) With the employees' first wage statement on or after September 1, 2005 the Employer will deliver to each eligible employee a booklet identifying and explaining the benefits available to the employee under this article of the collective agreement. In the future, the Employer will deliver to each new employee a booklet identifying and explaining the benefits available to the

employee under this article of the collective agreement when the employee completes his or her probationary period.

- (c) Benefits will continue to be provided by the Employer in the case of maternity, parental, medical and union leave for the purpose of collective bargaining.

#### 14.05 PENSION PLAN

The Employer will establish a registered pension plan in accordance with the following conditions:

- (a) employees will be entitled to make basic voluntary contributions of 2% of their "covered pay" ["covered pay" is the amount of the employee's remuneration including vacation pay, overtime pay, bonuses, and other employment income received in the course of employment with the Employer, but excluding gratuities, non-taxable and taxable benefits];
- (b) employees will have the opportunity to make additional voluntary contributions from 1% to 13% of their "covered pay" on a pre-tax basis through convenient payroll deductions;
- (c) the Employer will contribute to the pension plan on a basis that matches the employee's basic contribution of 2% of their "covered pay"; the Employer will not match any additional voluntary contributions which may be made by an employee;
- (d) the contributions are vested in the employee once the employee has completed a minimum period of continuous employment with the Employer of two years; and
- (e) the employer agrees that it will distribute to all employees in the bargaining unit an information package from the carrier of the pension plan and also the necessary documentation for employees to elect whether or not to participate in the pension plan.

#### 14.06 COVERAGE AFTER AGE SIXTY-FIVE (65)

Those employees who choose to retire at the "normal retirement age" of sixty-five may continue to do so as in the past and the provisions of the Agreement shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65), except as follows:

- (a) Group Life Insurance and AD&D [Articles 14.02 (a) & (b)] is reduced by one-half (1/2) after age sixty-five (65).

- (b) Pension Plan contributions (Article 14.05) shall cease at the time the employee is no longer permitted to make contributions in accordance with applicable legislation.
- (c) Employee Benefits will cease in its entirety when an employee reaches age seventy (70).
- (d) Notwithstanding subsection (c) above, employees who continue to work beyond the age of seventy (70) and meets the requirements in Article 14.04 will receive Extended Health and Dental Care Benefits, excluding out of country benefit coverage.

## **ARTICLE 15 - HEALTH & SAFETY**

### 15.01 GENERAL

The Employer agrees to make provision for the maintenance of reasonable standards of health and safety in the work place, including satisfactory air quality. If an employee has a recommendation which would improve health and safety standards, the recommendation shall be made to the Health and Safety Committee. The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.

### 15.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of eight (8) members. Up to two (2) of the members shall be appointed by the Employer. The remaining six (6) members shall be selected by the Union, one (1) from each department. The Union will also appoint six (6) alternates within sixty (60) days of ratification of this document.
- (b) The members of the Health and Safety Committee shall select a Chairperson and a Secretary from amongst themselves. These two (2) positions shall be filled in the following manner:
  - (i) one (1) position shall be filled by one of the two (2) members appointed by the Employer; and
  - (ii) one (1) position shall be filled by one of the six (6) members chosen by the Union.
- (c) 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.

(d) Time spent 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.

(e) Work Safe Training Requirement

The Company agrees to pay the fees and the regular hourly rate for up to six (6) Union Health and Safety Representative(s) per year to attend the Work Safe course (i.e. eight (8) hour course), and to ensure that the course is delivered by a WCB accredited instructor.

(f) If attendance at the Health and Safety monthly meetings is insufficient, the employer will notify the Union in writing for the Union to rectify the absences.

#### 15.03 FIRST AID ATTENDANT

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay.

### **ARTICLE 16 - DEFINITION OF EMPLOYEES**

#### 16.01 PROBATIONARY PERIOD

Employees will be on probation for their first three (3) months of employment, or their first three hundred and ninety (390) hours worked, whichever is greater. Employees may be terminated during the probationary period if the Employer considers them to be unsuitable for employment in the casino.

#### 16.02 DEFINITION OF REGULAR EMPLOYEE

A regular employee shall be defined as an employee who is regularly scheduled to work and who has completed the probationary period.

#### 16.03 DEFINITION OF CASUAL EMPLOYEE

A casual employee shall be defined as an employee who is scheduled on an as and when needed basis and who has completed the probationary period.

### **ARTICLE 17 – SENIORITY**

#### 17.01 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) within a classification
- (b) within a department.

## 17.02 SENIORITY

### **Seniority Date**

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

### **Departmental Seniority**

Upon completion of the requirements as outlined above, employees will establish a new seniority date when transferring from one department to another. This new seniority date shall apply for hours of work and scheduling purposes only in the department to which transferred.

### **Start Date Retained**

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

### **Transfers and Seniority**

An employee will not accrue seniority in a department from which he/she has transferred. Such employee's seniority shall remain frozen until the employee returns to that department at which time he/she shall be credited with seniority according to the actual length of service in that department. For example, if an employee has five (5) years of service in a particular department he/she would be back-dated five (5) years of seniority as of the employee's first day back to work in that department, and would be given an adjusted start date on that departmental seniority list.

## 17.03 ACCRUAL OF SENIORITY

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;

- (b) time lost as a result of non-occupational illness or injury up to a maximum of twelve (12) months. In the case of an employee who is unable to work because of a mental or physical disability the twelve (12) month limit will not apply;
- (c) leaves of absences which have been granted by the employer; and
- (d) lay-off for up to twelve (12) months.

#### 17.04 SENIORITY CANCELLED

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in Article 17.09; or
- (d) is laid off for a period in excess of twelve (12) months.

#### 17.05 NOTICE OF LAY-OFF

- (a) In the event of any layoff, regular employees who have completed their probationary period shall be given notice of layoff, or pay in lieu thereof, as follows:
  - (i) after completion of the probationary period up to twelve (12) consecutive months of employment, an amount equal to one (1) weeks' wages;
  - (ii) after twelve (12) consecutive months of employment, an amount equal to two (2) weeks' wages; and
  - (iii) after three (3) consecutive years of employment, an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
  - (iv) the liability under this Article is deemed to be discharged if the employee is given written notice of layoff as follows:
    - (a) one (1) weeks' notice after completion of the probationary period up to twelve (12) consecutive months of employment;

- (b) two (2) weeks' notice after twelve (12) consecutive months of employment;
- (c) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice; or
- (d) is given a combination of notice and money equivalent to the amount the Employer is liable to pay.
- (v) the amount the Employer is liable to pay is calculated by:
  - (a) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work,
  - (b) dividing the total by eight (8), and
  - (c) multiplying the result by the number of weeks' wages the Employer is liable to pay.

(b) "Lay-off" is defined as seven (7) consecutive working days without work.

#### 17.06 LAYOFF PROCEDURE

An employee will be laid off according to his/her seniority in accordance with Article 17.01.

#### 17.07 LAYOFFS AND POSTINGS

- (a) New employees shall not be hired in a classification while employees are on layoff from that classification.
- (b) Employees who are laid-off in a classification have the right to apply for vacant positions in other classifications pursuant to Article 18.02, Job Postings.
- (c) A laid off employee who successfully bids for a position in another classification will be placed in the new classification and will not be able to move back to his/her previous classification except in accordance with Article 18.02.

#### 17.08 AVOIDANCE OF LAYOFF

The Employer may either lay off employees in accordance with this Article or, at the option of the Employer, may confer with the Union to determine whether there is

mutual agreement on a method for the equitable distribution of the available work in order to avoid, or reduce a layoff. If the Employer does enter into such discussions with the Union, and there is no mutual agreement on a method for the distribution of work, that matter is not arbitrable, and the Employer is entitled to proceed with the layoff.

#### 17.09 RECALL PROCEDURE

- (a) Employees will be recalled in their classification in the reverse order of their layoff.
- (b) Employees shall be notified of recall by registered mail. An employee being recalled must return to work within five (5) days of receipt of the notice, except in the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.

#### 17.10 SENIORITY LISTS

- (a) The Employer shall prepare and post seniority lists every January 1st, May 1st, and September 1st, and shall post them in areas accessible to all employees. The seniority lists shall commence with the most senior employee carrying on downward to the most junior employee, and shall state each employee's name, seniority date, classification, and, in the case of dealers, their skill level. A copy of these lists shall be provided to the Chief Shop Steward when posted.
- (b) An employee or his/her representative may protest his/her seniority date and/or placement on the seniority list by filing notice of the dispute in writing with the Department Manager or Designate within thirty (30) days after the posting of the seniority lists.
- (c) An employee's seniority shall be final and binding with no change allowed when such date(s) has appeared on two consecutive seniority lists unless the latest seniority date(s) appearing on the second consecutive seniority list was protested in accordance with this Article, except by mutual agreement between the Director of Human Resources or Labour Relations Manager and the accredited representative of the Union to extend the time for filing a dispute. When a notice of dispute is filed the Director of Human Resources or Labour Relations Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve the issue, and failing resolution the matter is subject to Step 3 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.

### 17.11 SENIORITY – BUMPING

- (a) When employees are laid off they may either accept the layoff, or use their seniority to bump, first within their classification, and then within their department and finally outside their department.
- (b) An employee who bumps into another position must have the necessary skills, knowledge and ability to work in that position starting with the first shift the employee works in the new position.
- (c) An employee who elects to bump another employee shall make his/her election within forty eight (48) hours of receipt of layoff notice, and if the employee has not elected to bump within that time, he/she will be deemed to have accepted the layoff.
- (d) An employee who has bumped into a position under this Article shall be returned in order of seniority to his/her original schedule or classification and wage rate when his/her former work week is restored to the number of hours regularly scheduled for the employee prior to the layoff, provided that the Employer expects the restored hours to remain in effect for a minimum of two (2) consecutive weeks. Employees who choose to forfeit their right to bump must do so in writing within two (2) weeks of receiving notice of the restored hours. This provision does not apply to an employee who has been placed in a position pursuant to Article 18.

## **ARTICLE 18 - JOB POSTINGS**

### 18.01 COURSE POSTINGS

The Employer will offer courses to employees prior to hiring incoming professionals.

- (a) When the Employer offers a course in table games for dealers, the notice of the course shall be posted for a minimum of seven (7) working days. The Chief Shop Steward shall receive copies of all course postings.
- (b) All applications for posted courses shall be in writing on a form provided by the Employer.
- (c) Provided applicants are not qualitatively different in respect of skill, ability, experience and qualifications to successfully complete the course, the final selection by the Employer will recognize seniority as the key factor.
- (d) The Employer will pay the cost of all courses offered and furthermore will pay dealers their regular hourly rate for time spent in such training.

## 18.02 JOB POSTINGS

- (a) Job postings for vacant positions within the bargaining unit, or vacant positions added to the bargaining unit, shall be posted for not less than seven (7) working days. The posting shall state the number of vacant or newly created positions anticipated. The Chief Shop Steward shall receive copies of all job postings.
- (b) All applications for posted positions shall be in writing on a form provided by the Employer.
- (c) Applicants for a position will be selected on the basis of skill, ability, experience and qualifications. Seniority will be recognized as the key factor when two or more employees are relatively equal in respect to these factors.
- (d) If there are no applicants from within the casino who have the required skill, ability, experience and qualifications for the position, the Employer is entitled to hire an employee from outside the casino to fill the position.
- (e) In filling positions under this Article, the successful applicant shall be given a reasonable trial period of up to six (6) weeks or two hundred (200) hours, whichever is greater worked to determine his/her ability to perform the work required. The trial period will not be ended before six (6) weeks or two hundred (200) hours, whichever is greater without proper cause. This trial period shall begin after the employee's initial training has been completed. During the training period, employees will be given performance reviews and assessment.
- (f) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to his/her 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 original position, if still vacant, will be posted and filled in accordance with this Article.
- (h) Various levels of dealers would not be different "positions" in this agreement. For example, level 3 dealer positions will be filled by the course posting procedure in Article 18.01, as opposed to the job posting procedure.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- 19.01 (a) Employees who have successfully completed their probationary period can only be disciplined or discharged for 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) A Shop Steward shall be offered at any meeting that could lead to discipline or issuance of discipline.
- (d) In the event that an employee, other than a probationary employee, is discharged for just and reasonable cause, the Chief Shop Steward will be notified of the dismissal. Such notification will be in writing.
- (e) Where no Chief Shop Steward is recognized, the Shop Steward will receive this notification.
- (f) Written reasons for the discharge will be provided.

#### 19.02 LIMITATION ON HOLDING DISCIPLINE AGAINST EMPLOYEES

Any complaint recorded against an employee shall automatically be cancelled after twelve (12) months for a written warning and eighteen (18) months for a suspension and may not be held against him/her thereafter, so long as the employee has no subsequent discipline over the same eighteen (18) month period.

### **ARTICLE 20 – WHISTLE BLOWER PROTECTION**

Employees who have a concern that an activity in the Casino violates the BC Lottery Corporation (BCLC) Regulations shall immediately notify the General Manager or designate so that the matter maybe appropriately addressed in a timely fashion. No discipline will result if the Employer fails to deal with the activity in question and the employee reports the matter to BCLC, provided that the employee honestly believes that the activity in question violates the Regulations, the Employer does not conclude that the employee is behaving in a malicious, vexatious or negligent fashion and provided further that the Employer has notified the employee of its disposition of the matter before the employee approaches the BCLC.

### **ARTICLE 21 – ABUSIVE PATRONS**

The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening or violent. The Employer and the Union shall develop a mutually acceptable policy for dealing with abusive patrons commencing not later than ninety (90) calendar days after the conclusion of collective bargaining. In developing this policy the Employer understands the need to remove

patrons from the Casino who behave in an unacceptably abusive, threatening or violent fashion. For its part the Union understands that perceptions of patron behaviour can differ and that employees' behaviour can contribute either directly or indirectly to the problem.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

### **22.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

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

### **22.02 INFORMAL STEP**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the department in which the employee works. Where no department steward exists, the employee may choose to be accompanied by the casino Shop Steward.

### **22.03 STEP ONE**

- (a) At this step, notice of the grievance, in writing, must be filed with the person designated by the Employer as its representative at Step One within ten (10) calendar days after (i) the occurrence of the events giving rise to the alleged grievance, or (ii) the date on which the employee first has knowledge of the events giving rise to the alleged grievance.
- (b) The notice in writing shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (c) The Employer's representative must answer the grievance in writing within ten (10) calendar days by providing a response to the Shop Steward.

### **22.04 STEP TWO**

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop chairperson and/or a Union representative and a person or persons designated by the Employer.

- (b) This step must be taken by notice in writing, within five (5) calendar days of the date on which the written answer was delivered to the Shop Steward in Step One.
- (c) The meeting under this step must take place within seven (7) calendar days of the notice to go to Step Two, unless the parties agree to extend the deadline for the meeting.
- (d) The Employer's representative must answer the grievance in writing within ten (10) calendar days of the meeting by providing a response to the shop chairperson and/or the Union representative.

#### 22.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to arbitration by a single arbitrator. Referral of the dispute to arbitration must be done within 20 calendar days of the meeting in Step Two. The parties will attempt to agree on a mutually acceptable arbitrator as soon as possible, and failing agreement, either party may apply to the Collective Agreement Arbitration Bureau for the appointment of an arbitrator.

#### 22.06 UNION OR EMPLOYER GRIEVANCE

The Union may file suspension or discharge grievances and policy or general grievances, and the Employer may file grievances. Such grievances shall be filed at Step Two of the grievance procedure, and the grievance procedure shall apply with the necessary changes to any such grievances.

#### 22.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the Steps of the grievance procedure within the time limits provided; otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

#### 22.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of

grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

#### 22.09 ARBITRATION HEARING AND AWARD

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within fifteen (15) days and further encouraged to render a decision within thirty (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.

#### 22.10 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.

#### 22.11 COST SHARING

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

#### 22.12 TECHNICAL ERROR OR OMISSION

No technical error or omission will render a grievance inarbitrable.

#### 22.13 SIGNING OF DOCUMENTS

Employees may refuse to sign any document presented to them by the Employer excluding documents related to payroll, union dues deductions, or policies and procedures. Whenever an employee signs a document, he/she does so only to acknowledge that he/she has been notified accordingly.

### **ARTICLE 23 - HARASSMENT AND DISCRIMINATION**

#### 23.01 HARASSMENT AND DISCRIMINATION

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.

- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of the employee's gender.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, and union membership or participation in union activities. The parties recognize that the Employer's bona fide occupational requirements must be taken into account.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 19 of this Agreement.
- (d) If an employee files a grievance pursuant to Article 19, the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to (d) shall remain confidential but shall be provided to the Union. However, the information may be used as evidence in any proceeding under the collective agreement or in any hearing before any court or tribunal, and may be used as evidence in relations to any disciplinary or other actions involving the grievor, or any other employee or person.
- (f) In the event that a grievance filed pursuant to Article 19 involved allegations against management personnel, the Employer shall endeavour to ensure that there is no contact between the management employee and the grievor without loss of pay and benefits to the grievor.
- (g) The Employer shall post conspicuously in the work place a policy regarding harassment and discrimination.
- (h) If an employee files a complaint with the Labour Relations Board, or the Human Rights Council of British Columbia with respect to any matter covered by this

Article, the matter ceases to be arbitrable, and no proceedings may be taken under this Collective Agreement with respect to such matter, and any proceedings which may have been initiated under this Collective Agreement prior to the employee filing a complaint with the Labour Relations Board, or the Human Rights Council of British Columbia will be deemed to be abandoned.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

\_\_\_\_\_  
Brent Fleming

\_\_\_\_\_  
Mike Windeyer

\_\_\_\_\_  
Ben Ho

\_\_\_\_\_  
Shanna Abonitalla

\_\_\_\_\_  
Erika Fletcher

\_\_\_\_\_  
Chris Ward

\_\_\_\_\_  
Raelene Veldhoen

\_\_\_\_\_  
Natalia Heredia

\_\_\_\_\_  
Corey Chan

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Nader Sarabosing

\_\_\_\_\_  
Ellen-Marie Moreira

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Gavin Davies

**APPENDIX A**

**HOURLY RATES OF PAY**

**Effective February 10, 2015**

Classification	Starting Rate	Post Probation Rate	Maximum Rate 2%
<b>Dealers</b>			
Level One	10.25	10.75	12.24
Level Two	10.25	11.25	13.26
Level Three	11.50	12.25	15.61
<b>Incoming Professionals</b>			
Level One	10.25	10.75	12.24
Level Two	10.25	11.25	13.26
Level Three	11.50	12.25	15.61
Dealer Supervisor	13.50	14.00	17.60
Slot Attendant	10.25	10.75	13.77
Slot Supervisor 1	13.50	14.00	17.34
Guest Services Host	10.25	11.00	13.77
Guest Services Supervisor 1	13.50	14.00	17.34
Cashier	13.25	13.75	17.85
Cage Supervisor 1	15.25	15.75	20.91
Count Team Member	12.75	13.25	18.87
Count Supervisor 1	15.00	15.50	20.91
Bistro Server	10.25	11.00	11.99
Bistro Cashier	10.25	11.00	11.99
Coffee Cart Server	10.25	10.75	11.99
Cocktail Server	10.25	10.75	11.99
Porter	10.25	11.00	11.99
Bartender	10.25	10.75	11.99
1st Cook	15.50	16.00	17.65
2nd Cook	13.50	14.25	15.61
Line Cook	11.25	11.75	13.67
Prep Cook	10.25	10.75	12.75
Dishwasher	10.25	10.75	11.99

**Effective February 10, 2016**

Classification	Starting Rate	Post Probation Rate	Maximum Rate 2%
<b>Dealers</b>			
Level One	10.25	10.75	12.48
Level Two	10.25	11.25	13.53
Level Three	11.50	12.25	15.92
<b>Incoming Professionals</b>			
Level One	10.25	10.75	12.48
Level Two	10.25	11.25	13.53
Level Three	11.50	12.25	15.92
Dealer Supervisor	13.50	14.00	17.95
Slot Attendant	10.25	10.75	14.05
Slot Supervisor 1	13.50	14.00	17.69
Guest Services Host	10.25	11.00	14.05
Guest Services Supervisor 1	13.50	14.00	17.69
Cashier	13.25	13.75	18.21
Cage Supervisor 1	15.25	15.75	21.33
Count Team Member	12.75	13.25	19.25
Count Supervisor 1	15.00	15.50	21.33
Bistro Server	10.25	11.00	12.22
Bistro Cashier	10.25	11.00	12.22
Coffee Cart Server	10.25	10.75	12.22
Cocktail Server	10.25	10.75	12.22
Porter	10.25	11.00	12.22
Bartender	10.25	10.75	12.22
1st Cook	15.50	16.00	18.00
2nd Cook	13.50	14.25	15.92
Line Cook	11.25	11.75	13.94
Prep Cook	10.25	10.75	13.01
Dishwasher	10.25	10.75	12.22

**Effective February 10, 2017**

Classification	Starting Rate	Post Probation Rate	Maximum Rate 2%
<b>Dealers</b>			
Level One	10.25	10.75	12.73
Level Two	10.25	11.25	13.80
Level Three	11.50	12.25	16.24
<b>Incoming Professionals</b>			
Level One	10.25	10.75	12.73
Level Two	10.25	11.25	13.80
Level Three	11.50	12.25	16.24
Dealer Supervisor	13.50	14.00	18.31
Slot Attendant	10.25	10.75	14.33
Slot Supervisor 1	13.50	14.00	18.04
Guest Services Host	10.25	11.00	14.33
Guest Services Supervisor 1	13.50	14.00	18.04
Cashier	13.25	13.75	18.57
Cage Supervisor 1	15.25	15.75	21.75
Count Team Member	12.75	13.25	19.63
Count Supervisor 1	15.00	15.50	21.75
Bistro Server	10.25	11.00	12.47
Bistro Cashier	10.25	11.00	12.47
Coffee Cart Server	10.25	10.75	12.47
Cocktail Server	10.25	10.75	12.47
Porter	10.25	11.00	12.47
Bartender	10.25	10.75	12.47
1st Cook	15.50	16.00	18.36
2nd Cook	13.50	14.25	16.24
Line Cook	11.25	11.75	14.22
Prep Cook	10.25	10.75	13.27
Dishwasher	10.25	10.75	12.47

**NOTES:**

- (1) Effective December 6, 2011 all employees' anniversary dates for pay rate purposes shall be February 10th of calendar year. Any reference to "anniversary date" in Appendix A shall now refer to February 10th.
- (2) Current employees who are paid above the maximum rate for their classification shall be "red-circled".

- (3) Effective the date of ratification the Employer agrees that on a go forward basis no employee shall make less than a person hired after them in the same classification.
- (4) The following provisions apply when an employee voluntarily posts into a supervisory classification:
  - (a) If the employee's current wage rate is below the "Starting Rate" for his/her new classification, the employee will receive the following:
    - (i) Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new classification (as above), whichever is greater.
    - (ii) After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new classification (as above), whichever is greater.
    - (iii) Thereafter, effective February 10<sup>th</sup>, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
  - (b) If the employee's current wage rate is above the "Starting Rate" but below the "Post Probation Rate" for his/her new classification, the employee will receive the following:
    - (i) Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new classification (as above), whichever is greater.
    - (ii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
  - (c) If the employee's current wage rate is above the "Post Probation Rate" but below the "Maximum Rate" for his/her new classification, the employee will receive the following:

- (i) Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate provided that by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).
  - (ii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (5) The following provisions apply when an employee voluntarily posts into non-supervisory classification:
  - (a) If the employee's current wage rate is higher than the "Maximum Rate" for his/her new classification (as above), the employee shall be paid the "Maximum Rate" for his/her new classification.
  - (b) If the employee's current wage rate is below the "Starting Rate" for his/her new classification, the employee will receive the following:
    - (i) Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new classification (as above), whichever is greater.
    - (ii) After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new classification (as above), whichever is greater.
    - (iii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
  - (c) If the employee's current wage rate is above the "Starting Rate" but below the "Post Probation Rate" for his/her new classification, the employee will receive the following:
    - (i) The employee's rate shall be red-circled until he/she has completed three (3) months in the new classification.

- (ii) After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new classification (as above), whichever is greater.
  - (iii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (d) If the employee's current wage rate is above the "Post Probation Rate" but below the "Maximum Rate" for his/her new classification, the employee will receive the following:
  - (i) The employee's rate shall be red-circled until he/she has completed twelve (12) consecutive months in the new classification.
  - (ii) Thereafter effective February 10<sup>th</sup>, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10<sup>th</sup> date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (6) Incoming Professionals with two (2) years or more experience and required skill and ability (as determined by the Employer) shall start at the "Post Probation Rate" (as above) within the appropriate classification level. Incoming Professionals with less than two (2) years' experience or without the required skill and ability (as determined by the Employer) shall start at the "Starting Rate" for the level into which they are assigned.
- (7) The following provisions apply when an employee in either the dealer or incoming professional classifications moves from Level 1 to Level 2 in his/her classification:
  - (a) If the employee's current wage rate is below the "Starting Rate" for his/her new level, the employee will receive the following:
    - (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new level (as above), whichever is greater.
    - (ii) After completion of three (3) months in the new level, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level, whichever is greater.

- (iii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
  - (b) If the employee's current wage rate is above the "Starting Rate" but below the "Post Probation Rate" for his/her new level, the employee will receive the following:
    - (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level (as above), whichever is greater.
    - (ii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
  - (c) If the employee's current wage rate is above the "Post Probation Rate" but below the "Maximum Rate" for his/her new level, the employee will receive the following:
    - (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate provided that by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).
    - (ii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (8) The following provisions apply when an employee in either the dealer or incoming professional's classifications moves from Level 2 to Level 3 in his/her classification:
- (a) If the employee's current wage rate is below the "Starting Rate" for his/her new level, the employee will receive the following:

- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new level (as above), whichever is greater.
  - (ii) After completion of three (3) months in the new level, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level, whichever is greater.
  - (iii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (b) If the employee's current wage rate is above the "Starting Rate" but below the "Post Probation Rate" for his/her new level, the employee will receive the following:
- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level (as above), whichever is greater.
  - (ii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (c) If the employee's current wage rate is above the "Post Probation Rate" but below the "Maximum Rate" for his/her new level, the employee will receive the following:
- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate provided that by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).
  - (ii) After completion of three (3) months in the new level, the employee will receive a two percent (2%) increase applied to his/her current rate provided that by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).

(iii) Thereafter, effective February 10th, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent February 10th date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).

(9) Dealers who are trained and have the skill and ability to deal Poker shall be paid a premium of one dollar (\$1.00) per hour.

(10) Dealers who are trained and have the skill and ability to deal Craps shall be paid a premium of one dollar (\$1.00) per hour.

(11) Graveyard Premium: Any employee working between 12:00 am and 6:00 am will receive an additional twenty five cents (\$.25) per hour in addition to their regular hourly rate. For example an employee working form 10:00 pm to 6:00 am shall receive the graveyard premium for six (6) hours.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015 in the city of Vancouver.

Edgewater Casino LP

Unifor and its Local 3000

\_\_\_\_\_  
Brent Fleming

\_\_\_\_\_  
Mike Windeyer

\_\_\_\_\_  
Ben Ho

\_\_\_\_\_  
Shanna Abonitalla

\_\_\_\_\_  
Erika Fletcher

\_\_\_\_\_  
Chris Ward

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Raelene Veldhoen

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #1**

Between

Edgewater Casino

And

Unifor Local 3000

Re: SCHEDULING AND BID BLOCK SYSTEM

This Letter is for a term specific coincidental with the 2014 – 2017 Collective Agreement and shall expire automatically with the expiry of that agreement unless renewed by the parties.

I. THE FOLLOWING PROVISIONS APPLY TO ALL EMPLOYEES DURING THEIR FIRST TWENTY-FOUR (24) CONTINUOUS MONTHS OF SERVICE:

- A. Employees must make themselves available for work a minimum of two (2) days per week, one (1) of which must be from among the following days: Friday, Saturday or Sunday, if required to do so by the Employer, with no preference regarding day shifts or night shifts.
  
- B. If an employee covered by this section has not been scheduled to work on his/her available shift(s) and is called in for work on any of those available shift(s), the employee may refuse the call in. However, if the employee refuses three (3) call-ins within any thirteen (13) week bid block period, the employee will lose his/her applicable seniority date, with a new seniority date being established as of the next shift worked.

Employees covered by this section (1), who have completed their probation period as of the second (2nd) bid block in 2008, are expected to select a posted bid block in accordance with the collective agreement. In the bidding process they shall make their selection on the basis of seniority, provided there is a bid block available in a classification for which they have been trained and/or for which they have the required skill and ability to work.

- C. Subsection (B) above notwithstanding employees covered by this section (1) may not be required to select a bid block if they have unusually compelling personal reason not to do so and when approved by the General Manager or designate, which approval shall not be unreasonably denied provided operational requirements allow same. The requirement to select a bid block may be waived by mutual agreement when an employee is on leave approved by the Employer

at the time the bidding process takes place, including but not limited to approved leave when the employee is suffering an illness or injury and Workers' Compensation leave approved by WorkSafe BC.

- D. When the requirement to select a bid block has not been waived under subsection (C) and an employee covered by this section (1) does not select a bid block in a bidding process, that employee will be placed at the bottom of his/her seniority list for purposes of selecting a bid block during the next bidding process (13 weeks later) provided there is a bid block available in a classification for which they have been trained and/or for which they have the required skill and ability to work. When more than one (1) employee is in this situation, bidding among this group shall be in original seniority order at the next bidding process. When the employee selects a bid block during the next bidding process, he/she will be returned to his/her normal seniority position, provided he/she does not again fail to make a selection in a future bidding process, when the provisions of this subsection (D) shall be repeated.
- E. When the requirement to select a bid block has not been waived under subsection (C) and an employee covered by this section (1) does not select a bid block for four (4) consecutive bid block periods, the employee's name will be removed from the seniority list and his/her employment will be terminated, provided there were bid blocks available in a classification for which they have been trained and/or for which they have the required skill and ability to work.

II THE FOLLOWING PROVISIONS APPLY TO ALL EMPLOYEES WHO HAVE COMPLETED TWENTY-FOUR (24) CONTINUOUS MONTHS OF SERVICE:

- 1. (i) Employees with more than twenty four (24) months of service, other than Supervisors covered by section 3(a), who fail to select a bid block during the bidding process, with the result that they intend to work on an "as required basis" must be available to work one (1) shift per week.
- (ii) These employees shall not be required to involuntarily work under this Appendix except for the one (1) shift for which they have made themselves available as per the above process.
- (iii) If these employees have not been scheduled to work on their available shift(s), and are called in for work on any of those available shift(s), they may refuse the call in, but if the employee refuses four (4) call-ins to work their available shift(s) within any 30-day period, the employee will lose his/her applicable seniority date, with a new seniority date being established as of the next shift worked.

2.
  - (i) If an employee does not bid on a block of shifts during the bidding process, and is scheduled on an “as required” basis, it is agreed that if any such employee is laid off during that thirteen (13) week bid block period, the employee will have no right to bump an employee who is on the bid block schedule.
  - (ii) Casual employees may change their availability two (2) times within a bid block. Written notice must be provided within not less than two (2) weeks’ notice of the change
  - (iii) Employees that have been forced to be a casual employee due to not enough bid blocks may change their availability as needed provided sufficient notice is given prior to the posting of the weekly schedules and upon approval of the employer.
3. The following provisions apply to all Supervisors:
  - A. With the exception of a minimum of two (2) Dealer Supervisors per bid block, supervisors are required, as a condition of employment, to select a posted Bid Block when the time comes to make their selection on the basis of seniority during the bidding process;
  - B. Supervisors may not be required to select a bid block if they have unusually compelling personal circumstances and when approved by the General Manager or designate, which approval shall not be unreasonably denied provided operational requirements allow same.
4. The following subsections apply to the scheduling of work within each of the following classifications or levels: Level 1 Dealers, Level 2 Dealers, Level 3 Dealers, Dealer Supervisor and Cage Supervisor.
  - A) If an insufficient number of employees sign up to work all required shift blocks in their classification or level (as applicable) during any shift block period, the Employer shall offer such available shifts, in seniority order, to employees who are working on an as required basis and to employees who have a shorter bid block who want to work additional shifts, provided no overtime costs shall be incurred by so doing. This process will be done at the end of the bid block process (within seven (7) days of the completed bidding process).

Employees working on an as required basis have the right to refuse without penalty any work offered on shifts other than on their available shift(s).

- B) (i) The Employer shall do everything reasonably possible to maintain a sufficient number of trained dealers in order to minimize the necessity of forcing dealers to work “involuntary” shifts as noted above, including running a sufficient number of training courses for each game as needed to reasonably meet operational requirements, recognizing the desire of current employees to advance through the various dealer levels.
- (ii) When a DS1 is required to deal, skill, seniority, start and end time will be taken into account whenever operationally possible so that a less senior DS will be required to deal.
- C) (i) When a dealer has completed his/her training to move up to the next skill level (i.e. Level 1 trained to move to Level 2 or Level 2 to Level 3 etc.), the Newly Trained Dealer is allowed to remain in his/her current bid block for the remainder of the Bid Block. The Employer may use the newly trained dealer at his/her new skill level when it is able to do so for the remainder of that bid block period. The employee will be paid at his/her level prior to completing the training, except for any work that the Newly Trained Dealer performs at their new skill level. If the Employer requires the newly trained dealer to alter his/her pre-training bid-block, the employee shall be paid the higher level for the remainder of that bid block.
- (ii) When the next bid block period begins, all Newly Trained Dealers are required to bid for, and complete three (3) consecutive bid blocks working at the newly acquired skill level for which they have just been trained, subject to shifts being available at their new skill level. If the employee is selected to be trained at a higher skill level in accordance with article 17.01, this requirement shall be reduced to two (2) consecutive bid blocks. If, on the other hand, there are no bid blocks available to the Newly Trained Dealers at their newly acquired skill level, the Newly Trained Dealers will be permitted to bid on a lower skill level bid block for the thirteen (13) week bid block period and, if there are no shifts available at their newly acquired skill level, the Newly Trained Dealers must bid on their newly acquired skill level in the subsequent bid block period until such time as each Newly Trained Dealer works a minimum of three (3) complete bid blocks at their newly acquired skill level. The above notwithstanding, newly trained dealers[as at February 29, 2008], who are currently covered by the provisions of this section (C), must only complete two (2) consecutive bid blocks.
- D) (i) When the Employer is scheduling or calling in dealers who have not taken a bid block or been scheduled to work under the new process, with the result that such dealer is working on an “as required” basis, the Employer will schedule or call in the dealers at the level of skill required for that

shift(s) (including dealers who are qualified at a higher level than required but who are qualified at lower levels). The employer agrees that any such assignment will be made in order of seniority amongst dealers at the skill level required, or who have volunteered to work at the skill level required.

- (ii) The above does not apply to dealers who have taken a bid block or been scheduled to work as above.
  - (iii) Short notice cancellations will be filled first in order of seniority by employees who have made themselves available for work that day, and if further employees are required, they will be called in order of seniority at the level of skill required for that shift(s) (including dealers who are qualified at a higher level than required but who have volunteered to work at lower levels.)
  - (iv) All dealers who wish to volunteer must fill out a volunteer list, which will contain their names and shift availabilities in accordance with this Letter of Understanding.
  - (v) The pay rates to be applied in this situation as noted above. For example if a level 2 dealer shift is available, a Level 2 dealer may be assigned to work that shift and be paid at the Level 2 rate, or a level 3 dealer who has volunteered to work lower level shifts at the lower level pay rates may be assigned to work that shift and be paid at the Level 2 rate.
- E)
- (i) When a dealer is assigned by the Employer to work at a lower level or there are no bid blocks available at their current level, the dealer will continue to be paid at his/her higher level.
  - (ii) When a dealer volunteers to work at a lower level, the dealer shall be paid at the "Post Probation Rate" for the lower level plus (+) two percent (2%) for each year worked as a dealer at any level, provided that by so doing the employee's rate of pay does not exceed the maximum rate for the lower level.  
  
A dealer who volunteers to work at a lower level who is **requested** by the Employer to deal mini-baccarat shall continue to be paid at the lower level rate as set out in this article.
  - (iii) When a dealer volunteers to work at a lower level, the time worked at the lower level will not be counted towards the service of the dealer at their regular level.

- (iv) For example, if a level 3 dealer bids for and works a level 2 bid block for one thirteen (13) week bid block period, the thirteen (13) weeks the dealer spends on the level 2 bid block do not count towards the service of the dealer at level 3. However, the dealer will be credited for a month of service at the higher level for any month in which the dealer has been required by the Employer to work 3 or more shifts at the higher level during any month of the current bid block.
- F) (i) In each bid block a minimum of two (2) dealer supervisors are permitted to bid on dealer shifts provided they have the necessary skill and qualifications to deal the games for that shift(s). More than two (2) would be permitted if the Employer has enough dealer supervisors to fill all dealer supervisor shifts in the bid block. If more dealer supervisors apply to bid on dealer shifts than would be permitted under this clause, the requests shall be handled in order of seniority.
- (ii) When a dealer supervisor is assigned by the Employer to work at a lower level or there are no bid blocks available as a dealer supervisor, he/she will continue to be paid as a dealer supervisor.
- (iii) When a dealer supervisor volunteers to work as a dealer, he/she shall be paid at the "Post Probation Rate" for the applicable dealer level plus (+) two percent (2%) for each year worked as a dealer at any level and each year worked as a dealer supervisor, provided that by so doing the employee's rate of pay does not exceed the maximum rate for the applicable dealer level.
- (iv) When a dealer supervisor volunteers to work a dealer bid block, the time worked at the dealer bid block will not be counted as service as a dealer supervisor. Dealer supervisors who work dealer shift(s) remain classified as dealer supervisors for all other purposes of the collective agreement.
- (v) If a dealer supervisor is forced to bid down to a dealer bid block of shifts because no dealer supervisor bid blocks are available, the dealer supervisor will:
- remain classified as a dealer supervisor;
  - accrue service as a dealer supervisor; and
  - be paid at his/her regular dealer supervisor pay rate.
- G) When the next bid block begins, all newly trained dealer supervisors and newly trained slot supervisors are required to bid for and complete three (3) consecutive bid blocks working the applicable supervisory level, subject to shifts being available. If there are no bid blocks available to newly trained supervisors, he/she will be permitted to bid on a dealer or slot attendant (as applicable) bid

block for that thirteen (13) week bid block, and, if there are no shifts available at their newly acquired skill level, the Newly Trained Dealer Supervisor or Newly Trained Slot Supervisor must bid on their newly acquired skill level in the subsequent bid block periods until such time as each Newly Trained Dealer or Slot Supervisor works a minimum of three (3) complete bid blocks at the applicable supervisory level. The above notwithstanding, newly trained dealer supervisors and newly trained slot supervisors [as at February 29, 2008], who are currently covered by the provisions of this section (G), must only complete two (2) consecutive bid blocks.

H) If a dealer is unable to select any bid block at the dealer level at which he/she is trained, and the dealer is thus forced to bid for a lower level block of shifts, the dealer will:

- remain classified as a dealer at the level at which he/she is trained;
- accrue service as a dealer at the level at which he/she is trained; and
- be paid at his/her regular dealer rate of pay.

If there are any bid blocks available at the level for which the dealer is trained, the dealer must bid on that bid block if the dealer wishes to be paid at their regular rate of pay, no matter how undesirable that bid block may be for that dealer. If the dealer chooses not to take that bid block at their level and chooses to bid down to a lower level dealer bid block, the dealer will be paid in accordance with section E(ii) above.

## 5. Miscellaneous Provisions

A) (i) Except for Dealer shifts and Supervisor shifts filled under sections 3 & 4 above, if there are shifts left unfilled in any other classification at the end of the bidding process, or if shifts become available during the thirteen (13) week bid block period, such available shifts will be filled for the duration of that thirteen (13) week bid block period by employees in that classification who are working on an “as required” basis, including employees available for “as required” shifts pursuant to section 5(g) below.

(ii) In filling available shifts on an as required basis, the Employer shall first seek volunteers, in order of seniority, from among those employees in that classification who have not signed-up for full-time shifts during the applicable shift block period and who have the required training, skill and ability to perform the work in question. And, if all required shifts are not thereby filled on a voluntary basis, the Employer may schedule employees having the required training, skill and ability to perform the work in question, in reverse order of seniority.

- (iii) The Employer may not require employees to involuntarily work both day shifts and night shifts in the same workweek under this subsection 5(a).
- B. The Employer shall make every reasonable effort to maintain a minimum casual pool of ten percent (10%) of the employees working in each classification for which the Union is certified.
- C. The Employer may not require employees to involuntarily work both day shifts and night shifts in the same workweek under this Letter. When requiring employees to involuntarily work under this Letter, the shift starting times required for any employee in each week shall not vary by more than three (3) hours. Employees shall be given at least twelve (12) hours off between the end of one shift and the start of their next shift, unless the Department Manager and the employee mutually agree otherwise.
- D. The Employer agrees to forward each new bid block schedule to the Union at least two (2) weeks prior to posting the schedule in order to permit the Union to review the schedule and make any suggestions which the Union may consider to be appropriate (including but not limited to the number of shorter bid blocks and the number of ten (10) hour shifts) being made available, provided any such suggestions shall be made sufficiently in advance of the date for posting of the new bid block schedule so that any such suggestions may be taken into consideration by the Employer before the Employer establishes the bid block schedule which will be posted for bids. The Employer shall recognize the members of the scheduling committee and shall be granted paid leave during their regularly scheduled working hours for up to five (5) members of the committee (one (1) per department), for up to two (2) hours per block to review and make recommendations regarding the blocks. The scheduler of any department may be included in the scheduling committee's deliberations at the request of the applicable member of the scheduling committee. The Employer shall not unreasonably refuse to implement the recommendations of the scheduling committee provided operational requirements continue to be met.
- E. Bid block periods shall be for thirteen (13) consecutive weeks for all departments except the Food and Beverage. The Food and Beverage bid block periods shall be for four (4) consecutive weeks. Where the term "thirteen (13) week shift block period" is used in this Letter of Understanding, it shall be replaced with "4 week shift block period" which can be extended by mutual agreement, in the case of the Food and Beverage Department.
- F. Once an employee has selected a bid block, the employee may not thereafter drop such bid block, and must work all shifts in the bid block period except as in accordance with article 12.03(d), except as a result of illness or accident that results in the employee not being available for any work whatsoever (doctor's note may be required); or as a result of other unusually compelling personal

reasons if approved by the Employer at its discretion, which approval shall not be unreasonably denied.

- G. The Employer has agreed to implement 2, 3 or 4 shifts per week bid blocks (the “shorter bid blocks”), which have fewer shifts per week than the current 5 shifts per week bid blocks (the “current bid blocks”). The shorter bid blocks are not meant to reduce the number of current bid blocks on the schedule but are meant to reduce the number of shifts which are currently filled on an “as required” basis, since most of those shifts will now be scheduled as shorter bid blocks, subject to the employer’s operational and scheduling requirements. The ability of the employer to create shorter bid blocks which would include each level for dealers and to not reduce the number of current bid blocks is subject to the operational and scheduling requirements of the employer. By agreeing to implement shorter bid blocks the employer is not guaranteeing a minimum number of shorter bid blocks, nor is the employer guaranteeing a minimum number of current bid blocks.
  
- H. If an employee bids on and receives a shorter bid block as set out in this Letter of Understanding, the employee is also permitted to work on an “as required” basis for sufficient shifts per week to work a total of 5 shifts per week (including the shifts in the shorter bid block) provided that the employer does not incur any additional costs such as overtime. The employee is required to work the shifts in his/her shorter bid block, subject to approved shift exchanges.

In Witness Whereof this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015 in the City of Vancouver in the Province of British Columbia.

Edgewater Casino LP

Unifor and its Local 3000

\_\_\_\_\_  
Brent Fleming

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Mike Windeyer

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Ben Ho

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Shanna Abonitalla

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Erika Fletcher

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Chris Ward

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Raelene Veldhoen

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #2**

Between:

Edgewater Casino LP

And:

UNIFOR Local 3000

RE: EDUCATIONAL LEAVE

During the term of this Agreement the Company agrees to annual lump sum payments for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. The funds annually submitted by the Company shall be held in trust for the local, for the exclusive use of leaves for Edgewater Casino employees. It was further discussed that these monies will only be available to Edgewater employees in order to attend union courses at the regional office and/or Port Elgin, Ontario, the local covering the cost of the lost time and accommodations, the National Union shall be responsible for travel expenses.

Leave of absence to attend union courses will not be unreasonably denied. Such monies will be paid into a trust fund established by the National Union, UNIFOR, and forwarded by the Company to:

UNIFOR Paid Education Leave Program  
205 Placer Court  
Toronto, ON  
M2H 3H9

Effective January 1, 2015 an amount of \$2000.  
Effective January 1, 2016 an amount of \$2000.  
Effective January 1, 2017 an amount of \$2000.

The Company agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Mike Windeyer

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Ben Ho

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #3**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: SCHEDULING

In recognition of the complexity of scheduling issues, the Employer and the Union will discuss the various scheduling considerations in each classification. The parties acknowledge the Employer's right to schedule employees to meet the demands of the business. The parties also acknowledge the right of employees to maintain a family life. Accordingly, the parties will look at methods of modifying current scheduling practices if and where appropriate.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Raelene Veldhoen

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #4**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: MEAL DISCOUNT

Employees, except Food and Beverage employees, shall be eligible for a twenty percent (20%) employee discount on food purchased at the Bistro. Food and Beverage employees shall be eligible to receive one (1) meal on each straight-time shift, to a maximum cost of ten dollars (\$10.00) per meal.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #5**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: CREATION OF SUPERVISOR 2 POSITIONS IN SLOTS AND GUEST SERVICES

Supervisor 2 positions in Slots and Guest Services shall not be utilized by the Employer solely as a means of reducing the number of bid blocks normally and regularly offered to Supervisors 1 in these departments.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #6**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: SENIORITY CANCELLED

This letter is applicable to all employees and is for a specific term coincidental with the 2014 – 2017 Collective Agreement and shall expire six (6) months after the opening of the new Casino.

- a) In the event of any layoffs between the February 8, 2012 and the opening day of a new location, seniority shall not be cancelled for twelve (12) months, as stated in Article 17.04(d).
- b) After the twelve (12) month period as stated in Article 17.04(d) has expired, seniority shall still not be cancelled until six (6) months after the opening day of the new relocated casino, however any entitlements during the remainder of the layoff period will remain frozen with no accrument. Seniority entitlements will then reactivate effective from the first shift back to work at a new location. However, if the Employer has recalled an employee during this period and they have not returned to work pursuant to Article 17.09(b) then their seniority will be cancelled.
- c) It shall be the responsibility of the employee to contact the employer to keep their contact information current and up to date for the recall procedure in Article 17.09. Information includes phone number, email address, and mailing address.
- d) Failure of the employee to provide their updated information forfeits their recall rights under the procedure in Article 17.09(b).

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

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Brent Fleming

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Ben Ho

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Erika Fletcher

Unifor and its Local 3000

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Mike Windeyer

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Shanna Abonitalla

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #7**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: DESIGNATED EMPLOYEES RESIDING IN VANCOUVER

WHEREAS the Employer entered into a Job Creation Agreement with the City of Vancouver as a condition precedent to obtaining and maintaining its Gaming Licence.

WHEREAS the Employer's Gaming Licence is contingent upon maintaining the employment of a designated number of employees, who are resident in one or more particular geographical areas of Vancouver, pursuant to the Job Creation Agreement entered into with the City of Vancouver.

WHEREAS the Employer's Gaming Licence may be placed at risk if, as a result of layoffs, the requisite number of designated employees is not maintained pursuant to the Job Creation Agreement entered into with the City of Vancouver.

THE PARTIES AGREE AS FOLLOWS:

If the Employer is at serious risk of losing its Gaming Licence because it is not maintaining the requisite number of designated employees pursuant to the Job Creation Agreement entered into with the City of Vancouver, the Employer and the Union will meet to discuss how they can cooperate to ensure the requisite number of employees is maintained, applicable provisions of the Collective Agreement notwithstanding. In the event of a dispute between the parties on this matter Mediator Debbie Cameron of the Labour Relations Board of BC shall maintain jurisdiction to resolve such matters.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #8**

Between:

Edgewater Casino LP

And:

UNIFOR Local 3000

Re: FOOD SERVICE IN THE VIP ROOM

During the term of this letter, the past practice of Porters from the Food and Beverage department delivering food to the VIP Room and Guest Services representatives serving in the VIP Room shall continue.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Mike Windeyer

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Raelene Veldhoen

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Natalia Heredia

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Corey Chan

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #9**

Between:

Edgewater Casino LP

And:

UNIFOR Local 3000

RE: CASINO RELOCATION

This Letter is for a term specific coincidental with the term of this agreement and shall expire automatically with the expiry of that agreement unless renewed by the Parties.

Should the Casino be relocated during the period when this Letter is in force and effect, with the result that the current location is entirely or partially shut down and ceases or partially ceases to be in operation:

- a) The Employer shall offer employment at such new location to all as many current employees as possible within their own classification based upon seniority and work that is available at that location, before hiring new employees at the new location.
- b) The Employer shall not object to an application made by the Union to the Labour Relations Board for a variance of the Union's certification seeking to change the location of its certification to the new location, provided the application is solely for that purpose.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #10**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: SUPERVISORS 2

1. The union agrees that the Employer is entitled to create Supervisor 2 positions that are deemed to be management positions and excluded from the bargaining unit.
2. The Employer agrees that the Supervisor 1 positions will not be considered to be a management positions and management duties such as but not limited to discipline shall not be performed in this position.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #11**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: COURSE POSTING PROCEDURES

Whereas Article 18.01 of the collective agreement provides a procedure for course posting when the Employer offers a course in table games for dealers;

Now therefore this Agreement witnesseth that:

1. Article 18.01 of the collective agreement will be interpreted and applied in accordance with this Letter of Understanding.
2. When the Employer is arranging for training for potential new hires, the Employer will post opportunities internally as a course posting for employees to take the same game training as is being arranged for the potential new hires.
3. Internal applicants for such training will be selected in accordance with Article 18.01 of the collective agreement.
4. The number of internal applicants who can be accepted for training for a course will depend on the number of applicants for a course from various departments of the casino, so that there will be sufficient employees remaining at the casino in each classification and level to meet the operating requirements of the casino.
5. The internal applicants will be trained at the same time as the external trainees, or reasonably close in time to the training for the external trainees. Some internal trainees may be in the same course as external trainees, for all or part of the course, and others may have a separate training course, depending on the skill level of the employee taking the training course.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #12**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: RELIEF SUPERVISORS

The past practice for the paying of relief supervisors shall continue – that is to say they shall be paid for the entire shift at the relief supervisor’s rate during any shift when they work as a relief supervisor.

- a) The following provisions apply when an employee volunteers to work as a Relief Supervisor:
- b) If the employee’s current wage rate is below the “Post Probation Rate” for the applicable supervisors position, the employee will receive a three percent (3%) increase applied to his/her current rate or the “Post Probation Rate” for the supervisor’s position, whichever is greater.
- c) If the employee’s current wage rate is above the “Post Probation Rate” but below the “Maximum Rate” for the applicable Supervisor Rate, the employee will receive a three percent (3%) increase applies to his/her current rate, provided that by doing so the employee’s rate of pay does not exceed the maximum rate for the Supervisory classification.
- d) Relief Supervisor shifts shall always be filled on a voluntary basis in order of seniority, providing the applicant has the required skill, ability, experience and qualifications.
- e) Employees working as a relief supervisor shall receive the applicable two percent (2%) increase after each five hundred (500) hours worked. Further, they will receive the applicable wage increases within their classification in accordance with Appendix A. In addition, when a Relief Supervisor is promoted to a Supervisor in accordance with article 18.02, he/she will receive the applicable rate in accordance with Appendix A or their Relief Supervisor wage rate, whichever is greater.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

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Brent Fleming

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Mike Windeyer

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #13**

Between:

Edgewater Casino LP  
(the employer)

And:

Unifor Local 3000  
(the union)

RE: 10-HOUR SHIFTS

This Letter is for a term specific coincidental with the December 6, 2014 – December 5, 2017 agreement and shall expire automatically with the expiry of that agreement unless otherwise renewed by the parties.

1. Notwithstanding the provisions of Article 12.01 (a) of the collective agreement, the Employer on a trial basis and subject to operational requirements may schedule employees in all departments with the exception of Guest Services and the Bistro to work ten (10) hour shifts up to a maximum of four (4) ten (10) hour shifts in any seven (7) consecutive day period beginning on Sunday.

If the Employer wishes to implement ten (10) hour shifts in Guest Services of the Bistro on a trial basis under this Letter, it shall discuss its desire to do so with the Union. The Union shall not unreasonably refuse its agreement, provided the effected employees have voted in favour of such trial.

2. The past practice of scheduling some employees for work ten (10) hour shifts in the Slot Department and the Cage Department shall continue for the life of this Letter.
3. Commencing with the March 2, 2008 bid block, the Employer shall on a trial basis, and subject to operational requirements, create a reasonable number of bid blocks comprising of ten (10) hour shifts in the Table Games Department.
4. Notwithstanding the provisions of Article 12.01 of this agreement, employees who are working ten (10) hour shifts will not be paid overtime on a daily basis unless their hours exceed ten (10) hours per day, in which case the employees will be paid the overtime rate in accordance with the collective agreement.
5. (a) Notwithstanding the provisions of Article 12.08(b), employees who are working ten (10) hour shifts, except slot attendants and dealers, will receive three (3)

fifteen (15) minute paid rest periods in each ten (10) hour shift, two (2) of which may be combined into one (1) thirty minute break.

- (b) Slot attendants, dealers, slot supervisors and dealer supervisors shall receive a fifteen (15) minute paid rest period after sixty (60) minutes of work. If operational requirements permit in the case of slot attendants, two (2) of which may be combined into one (1) thirty (30) minute meal break.
6. Notwithstanding the provisions of Article 12.09, employees who are working ten (10) hour shifts, except slot attendants, dealer, slot supervisors and dealer supervisors, will receive a paid one half (½) hour meal break in the 4th to 7th hour of the shift, operational requirements permitting.
  7. The Employer may cancel the ten (10) hour shift trial in the Table Games Department at the end of the thirteen (13) week shift block period provided it has given the Union not less than two (2) weeks' notice of such cancellation.
  8. The Employer may cancel the ten (10) hour shift trial in the Table Games Department during any shift block period for legitimate and proven safety and health reasons. The reasons must be set forward to the Union and substantiated by the BCLC and/or WorkSafe BC. Should the need arise to do so provided it must advise the Union in not less than two (2) weeks written notice of such cancellation.
  9. The parties shall meet to discuss the cancellation, at the Union's request after the cancellation notice has been given. The purpose of this meeting is to inform the Union of the reasons for such cancellation and to give the Union the opportunity to suggest alternatives to the cancellation that meet the Employer's needs and in conjunction to Article 12 of this collective agreement. The Employer shall not unreasonably refuse to consider any alternatives suggested by the Union that reasonably addresses the reasons it intends to cancel the trial provided such alternative does not result in increased costs.
  10. The blocks of ten (10) hour shifts established under this Letter will be scheduled in accordance with the provisions of Letter of Understanding #1.
  11. The Employer shall create as many ten (10) hour shift blocks as reasonably possible under this Letter that gives incumbents three (3) consecutive days off each week, provided operational requirements permit scheduling three (3) consecutive days off and the goal of maximizing the number of forty (40) hour per week shift blocks is maintained. The Employer will give priority to the three (3) consecutive days off for those employees working graveyard shift.

In witness whereof this agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2015, in the City of Vancouver in the Province of British Columbia.

Edgewater Casino LP

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Brent Fleming

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Ben Ho

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Erika Fletcher

Unifor and its Local 3000

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Mike Windeyer

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Shanna Abonitalla

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Nader Sarabosing

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Ellen-Marie Moreira

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Gavin Davies

**LETTER OF UNDERSTANDING #14**

Between

Edgewater Casino LP  
(the employer)

And

Unifor Local 3000  
(the union)

RE: BENEFIT PREMIUM PAYMENTS & RECOVERY

Whereas Article 14.02 (f) of the collective agreement provides a procedure for continuation of benefits for employees even if they fall below the cut-off number of hours to qualify for benefits;

And Whereas issues have arisen concerning employees who fall below the cut-off number of hours to qualify for benefits and are unlikely to qualify for benefits again in the near future;

And Whereas the parties have reached agreement on a method to accommodate employees in that situation;

Now therefore this Agreement witnesseth that:

1. Article 14.02 (f) of the collective agreement will be interpreted and applied in accordance with this Memorandum of Agreement.

2. If an employee:

(i) in the bid selection process for a new bid block has restricted his or her availability so that the employee will not be able to achieve an average of 20 hours per week in the new bid block, or

(ii) has been laid off, or is on unpaid leave,

the employee will remain on benefits until their average falls below 20 hours averaged over an eight (8) week period. The employee will then have the option, to be effective on the first day of the next month, to remain on benefits, or to opt out of benefits. If the employee:

- (a) elects to opt out of benefits, the employee will then be responsible for repayment to the employer of the premium paid for the month in which the employee ceases to qualify for benefits prorated from the week that they ceased to qualify to the end of that month, as set out in article 14.02 (f). In order to opt out of benefits, the employee is required to complete the necessary forms for the insurance company.
- (b) elects to remain on benefits, the premiums will be paid and recovered by the employer as set out in article 14.02 (f) and this Letter of Understanding.

Under (a) and (b) above, an employee will be permitted to opt out of all benefits, to remain on all benefits, or to opt out of selected benefits.

3. If an employee's earnings are not sufficient to repay the employer for premiums through payroll deduction, the employee must pay the employer any shortfall before the first day of the next month. If the employee does not make that payment, the employee will be removed from the benefit plan effective the first day of that month; provided that if the shortfall occurs on the second payroll of the month, and there is insufficient time to notify the employee of the shortfall and receive the payment of the shortfall, the employee will be removed from benefits effective the first day of the following month, unless the employee pays the shortfall to the employer before the 15th day of that month.
4. In the event that an employee's earnings are not sufficient to repay the employer for premiums through payroll deduction, the employer is entitled to continue to deduct payments from the employee's earnings until any shortfall in premium payments by the employee has been recovered. The employer is also entitled to deduct any such shortfall from any monies owing to the employee on termination of employment.
5. Employees who have opted out of some or all of their benefits, or who have been removed from benefits, and who requalify for benefits based on a minimum of 20 hours per week averaged over an eight (8) week period will:
  - (a) have the option of reinstating their MSP coverage on first day of the month following the month in which they requalify;
  - (b) be reinstated for the benefits set out in article 14.02 effective the first day of the week following the week in which they requalify for benefits.

In order to reinstate the benefits referred to in (a) or (b), the employee is required to complete the necessary enrollment forms for the insurance company.

Dated at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Edgewater Casino LP

Unifor and its Local 3000

\_\_\_\_\_  
Brent Fleming

\_\_\_\_\_  
Mike Windeyer

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Ben Ho

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Shanna Abonitalla

\_\_\_\_\_  
Erika Fletcher

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Chris Ward

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Raelene Veldhoen

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Natalia Heredia

\_\_\_\_\_  
Corey Chan

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Nader Sarabosing

\_\_\_\_\_  
Ellen-Marie Moreira

\_\_\_\_\_  
Gavin Davies