

COLLECTIVE AGREEMENT

Between

**COMMUNITY GAMING MANAGEMENT ASSOCIATION
(PLANET BINGO)
(hereinafter referred to as the “Employer”)**



And



(hereinafter referred to as the “Union”)

Effective: April 18, 2017 – April 17, 2020

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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 20 and 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.

1.03 SINGULAR AND PLURAL

Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

1.04 HEADINGS

The marginal clause and article headings shall be used for the purpose of reference only, and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be effective April 18, 2014 to and including April 17, 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.

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

The operation of Section 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

- (a) The Employer shall not contract out bargaining unit work which is currently performed by bargaining unit members.
- (b) The foregoing does not apply to situations where the Employer is required by the B.C. Lottery Corporation to revise its' operations from the current format, or to situations arising from a move to a new location.

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 be 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 existing federal or provincial legislation 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 if the parties agree that it is appropriate to do so.

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 a bargaining unit composed of employees of Planet Bingo, 2655 Main Street, Vancouver, BC except office, sales and surveillance/security staff and those excluded by the Labour Relations Code of BC.
- (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) The Employer agrees there shall be no discrimination exercised or practised with respect to any employee by reason of his or her membership in the Union or participation in its activities.

3.02 DISCLOSURE OF PERSONAL INFORMATION TO THE UNION

Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may request the disclosure by the Employer of personal employee information. The parties agree that the disclosure of information to the Union must be relevant to a specific issue or grievance covered by the terms of this Collective Agreement.

The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union’s internal privacy policy and any applicable legislation.

3.03 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.

3.04 PERFORMANCE OF BARGAINING UNIT WORK

Management may continue to perform bargaining unit work, where such work is required by immediate and unanticipated workload situations, provided that such

performance shall not result in the layoff or reduction in hours for any members of the bargaining unit. The Employer must make every effort to call in bargaining unit members when there are insufficient employees at work.

3.05 UNION BUTTONS

Employees will be permitted to wear Union buttons or pins of a size no larger than a one dollar (\$1.00) "Loonie" coin. No buttons or pins stating positions on political or other issues will be permitted.

3.06 CHARITY REPRESENTATIVES/VOLUNTEERS

- (a) It is agreed that charity representatives/volunteers may occasionally perform bargaining unit work as a component of their jobs and responsibilities. Charity representatives/volunteers shall not be part of the bargaining unit and shall not be paid a salary by the Employer.
- (b) The Employer agrees that no employee shall lose hours or shall be laid off as a result of the Employer utilizing the services of volunteers.
- (c) Volunteers may be utilized to perform bargaining unit work when sufficient employees are not available, provided that the Employer makes every effort to obtain sufficient employees to perform the work.

3.07 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS

- (a) Official union representatives shall obtain access to the Employer's operations for the purpose of this Agreement by permission, which will be granted by the Employer on request, and subject to such reasonable terms and conditions as may be laid down by the Employer.
- (b) When access is requested the Union representative will notify the Employer in advance.
- (c) The access must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

3.08 BULLETIN BOARDS

The Union will have the exclusive use of one (1) latched bulletin board provided by the Union, which will be located in the lunchroom. This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to members of the

bargaining unit. All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

3.09 UNIT MEETINGS

The Union may have the use of a room on the Employer's premises for the purpose of conducting meetings with employees, provided the room is available and the Union asks permission at least one (1) week in advance. It should be noted that the room capacity is limited and it is not suitable for general membership meetings

3.10 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her 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.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

All employees who are now members of the Union or who become members shall remain members in good standing as a condition of employment.

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each newly hired employee of the Union membership provisions contained in this collective agreement.
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card within seven (7) days of commencing work.
- (c) The Employer will provide the Chief Shop Steward and Local 3000 immediately with the name, address, telephone number, classification and first schedule of newly-hired employees.

4.03 CHECK - OFF - ASSIGNMENT OF WAGES

- (a) All new employees, as a condition of employment, shall sign an authorization of check-off within seven (7) days of 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, assessments and arrears (excluding fines), as required by Clause 4.04.

4.04 CHECK - OFF PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, assessments and arrears (excluding fines), upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) 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, assessments and arrears (excluding fines), 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.
- (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, *and* addresses of new employees hired, on or before the 15th day of every month in which the monies were deducted.
- (d) 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 Clause 4.04(c).
- (e) The Employer agrees to show on each employee's T-4 slip the amount of union dues deducted.

4.05 INDEMNITY

- (a) The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this Article, except for any claim arising out of an error committed by the Employer or for the Employers withholding of dues remittance in violation of this Agreement.
- (b) 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.

4.06 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

Upon notice in writing from the Union to the Employer that an employee:

- (a) has revoked his/her membership in the Union;
- (b) has not signed a written assignment of wages to pay initiation fees, union dues or union assessments as provided for in Clause 4.03 above;
- (c) has revoked his/her written assignment of wages to pay initiation fees, union dues or union assessments;

The Employer shall immediately discontinue the employment of such employee.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint or elect Shop Stewards from among the employees, including one (1) who shall be designated as the Chief Steward, and the Employer shall recognize them as representatives of the Union. The duties of the Shop Steward(s) 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 a Chief Shop Steward and Shop Stewards, provided that the Union has first advised the Employer in writing of the name of the employee(s) 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 Shop Steward's, first obligation is the fulfillment of his/her responsibility as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than is necessary in order to receive, investigate and resolve grievances. All disciplinary meetings will be arranged by mutual agreement between the Employer and the shop steward/Union Representative, except where the Employer is required to act immediately on a suspension or discharge and no shop steward/Union Representative is readily available.
- (d) If it is necessary for the shop steward to take time off during working hours to investigate or attempt to settle a grievance, or to otherwise meet with management, the steward must first obtain permission from his/her supervisor before leaving his/her place of work. Permission will only be granted where operational requirements allow and will otherwise not be

unreasonably denied. Shop stewards shall not suffer a loss of pay for time spent in the performance of these duties during their regular working hours (this only applies to grievance investigations, discipline or grievance meetings and does not apply to negotiations or any activity away from the workplace).

- (e) The necessary time which is spent by Shop Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

5.02 MANAGEMENT AND UNION MEETINGS

- (a) Upon request by either Party, a person or persons designated by the Employer and empowered to act on a subject may meet with the Chief Shop Steward or his/her designate and required area Shop Steward(s) to review problems that may arise concerning the application and operation of the collective agreement. It is agreed that the Union staff representative may attend these meetings from time to time.
- (b) The required Stewards will be permitted to attend such meetings without loss of pay. Meetings will be scheduled at the Employer's reasonable discretion.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.

5.03 LABOUR-MANAGEMENT COMMUNICATIONS COMMITTEE

In order to improve communications between the parties, and in order to have a vehicle for the Employer and Union to continuously review day-to-day issues concerning service, supplies and workload, as well as issues not covered by the collective agreement, the parties agree to establish a Labour-Management Communications Committee. The features of this Committee will be as follows:

- (a) The Employer and the Union will each have two (2) representatives on the Committee;
- (b) The Employer and the Union will select one of their representatives as a Chair. The Employer and the Union Chair will alternate in chairing the meetings.
- (c) Meetings will take place at least quarterly; more often by mutual agreement. A schedule for such meetings will be posted.

- (d) An agenda will be prepared at least two (2) days in advance of the meeting. Only items on the Agenda will be discussed at the meeting.
- (e) Minutes of the meeting will be kept and distributed to all participating members. The minutes will also be put on the union bulletin board for the full membership.
- (f) This Committee will not take the place of the Grievance-Arbitration provisions of the collective agreement, nor will any decisions of this Committee be permitted to alter any of the terms and conditions of employment contained in the collective agreement. It is agreed that promoting wellness in the workplace shall also be an objective of this Committee.
- (g) The parties agree that this provision meets the requirements of Section 53 of the Labour Relations Code of British Columbia.
- (h) Both parties agree to meet quarterly or when serious situations occur.

ARTICLE 6 – RESERVATIONS TO MANAGEMENT

6.01

The Union agrees that the Employer has an undisputed right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement. This right includes, but is not limited to, the right to hire, promote, demote, transfer, lay off, discipline and discharge for cause; the determination of the extent to which, the methods by which, and the hours during which operations will from time to time be carried on; the determination of the numbers and classifications of employees required for any and all operations; the right to determine qualifications required for each classification, the extent to which any individual meets those qualifications and to assess the performance of each and every employee; the right to make, publish and enforce reasonable rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Employer's facilities, equipment, and operation. Such management rights shall not be exercised in a manner that is inconsistent with the terms of the Agreement, nor shall the Employer use these rights to discriminate against an employee or group of employees.

ARTICLE 7 – DEFINITION OF EMPLOYEES

7.01 PROBATIONARY

A probationary employee is a newly hired employee who shall be on probation for a period of fifty-five (55) shifts actually worked. During the probationary period the Employer may terminate a probationary employee if, in the sole judgement of the Employer, the probationary employee is not suitable for continued employment. The probationary period may be extended by the mutual written agreement of the Parties.

7.02 REGULAR

A regular employee is a person who has successfully completed the probationary period and is scheduled for one (1) or more days per week, on a regular on-going basis. If due to a lack of available bid shifts, a regular employee does not have a regularly scheduled shift, he/she shall be considered laid-off. In such circumstances the affected employee may accept the lay-off or may option to go onto the casual list and take shifts according to his/her seniority.

An Employee may request, in writing with no less than two (2) weeks' notice to the Employer, and a copy to the Union, that they wish to change their Employee definition from Regular to Casual. When they do so they shall retain Company seniority; however, they will lose their classification seniority for the purposes of shift assignment. The Employee may only move back to regular status when a position becomes available, as outlined in Article 11.

7.03 TEMPORARY

- (a) A temporary employee is a person who is hired for a temporary position to replace an employee absent on vacation, leave, prolonged illness/injury and/or for a specific project or temporary high volume work load relief.
- (b) A temporary employee that is not replacing an employee will not exceed a term of six (6) consecutive months, except when extended by mutual agreement between the Union and the Employer.
- (c) The employment of any temporary employee will not result in the lay-off or reduction in hours to an existing regular employee.
- (d) A temporary employee who becomes a regular employee without a break in employment shall be subject to the probationary period set out in clause 7.01 above, and, once having completed the probationary period will have rights under this Collective Agreement based on seniority dated from the first day of

the last period of temporary employment. A break of thirty (30) calendar days or less will not be considered a break in employment.

- (e) When a temporary employee becomes regular his/her vacation entitlement will commence as of his/her seniority date.
- (f) A temporary employee will be entitled to vacation pay at the rate of four percent (4%) of gross earnings every pay period.

7.04 CASUAL

- (a) A casual employee is a person who is hired on a strictly ad hoc basis to cover for employees on short notice day to day leaves, short term emergency help and/or temporary high volume work load relief, all of which shall not exceed five (5) consecutive days of work except when extended by mutual agreement between the Union and the Employer.
- (b) Casual employees must make themselves available for work for a minimum of one (1) shift per week, with the shift(s) indicated on a bid form. Casuals must report for work as scheduled when scheduled for work on their available shift(s).
- (c) If a casual is not scheduled to work on his/her available shift(s), and is called in for work on any of those available shift(s), the casual employee may refuse the call-in, but if the casual employee refuses three (3) or more call-ins to work on his/her available shift(s) within any calendar month, the casual employee shall be considered to have resigned his/her employment.
- (d) Casual employees shall have the right to refuse without penalty any work offered on shifts other than on their available shift(s).
- (e) This Agreement on casuals is subject to approved shift exchanges, or other approved absences under this Collective Agreement.
- (f) The employment of any casual employee will not result in the lay-off or reduction in hours to an existing regular employee.
- (g) A casual employee who becomes a regular employee shall be considered a new hire and shall be subject to the probationary period set out in clause 7.01 above.
- (h) When a casual employee becomes regular her vacation entitlement will commence as of his/her seniority date as a regular employee.

- (i) A casual employee will be entitled to vacation pay at the rate of four percent (4%) of gross earnings every pay period.
- (j) Upon a minimum of two (2) weeks' notice, a casual employee shall have the right to completely restrict his/her availability for up to four (4) consecutive weeks once per year.
- (k) A casual employee's right to restrict his/her availability under (j) above shall not apply to periods between December 15 and January 15, the months of July and August, and the two (2) week period immediately preceding Easter. Exceptions to this clause will be considered by the Employer.

7.05 EMPLOYEE AVAILABILITY

All employees must be available to work one weekend shift beginning Friday night, ending Sunday night.

ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES

8.01

- (a) Where the Employer requires an employee to attend a training programme either on or outside the premises, the Employer will pay for all fees and associated expenses of the programme. The employee will be paid regular straight time wages when attending such training courses, except when the training occurs on a statutory holiday whereby the employee shall receive pay in following with Clause 15.03.
- (b) The Employer agrees that the regular hours of employees will not be reduced as a result of the provision of training to other employees.
- (c) An employee required to attend training shall not have his/her regular hours reduced unless he/she agrees to the reduction prior to it occurring.
- (d) Cross training of employees will be done by seniority to all who are being cross trained. During the cross training those who are training cannot be expected to do their job and train at the same time.
- (e) There will be a procedural book for each classification being cross trained as a guide that can be used by employees to assist them in their training.
- (f) Each classification in Appendix A Grade 1 will have a minimum of twenty (20) hours training and each classification in Grade 2 will have a minimum of forty

(40) hours training unless the employee and management agree on a lesser amount of time.

ARTICLE 9 - HOURS OF WORK

9.01 DEFINITION

For the purpose of this Article a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A work day is any calendar day and is defined as a twenty-four (24) hour period commencing at 12:01 am on any given day, and hours worked beyond midnight on any given day will be hours which will be deemed to have been worked on the day in which the shift commenced.

9.02 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall include a one half hour paid lunch break and shall conform to the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day (ten (10) hours for any positions if so determined by the Employer);
 - (ii) not more than five (5) working days in a work week; and
 - (iii) not more than forty (40) hours in a work week.
- (b) Overtime rates will only be paid in those cases where an employee is required by the Company to work in excess of hours specified in 9.02 (a).
- (c) Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day (ten (10) hours where applicable), that employee shall be paid at one and one half (1 1/2) times his/her basic straight-time hourly rate for the first three (3) hours of overtime worked in a work day and two (2) times his/her basic straight time hourly rate for any hours of daily overtime worked in excess of three (3) hours in a work day. An employee who is eligible for overtime payment for working in excess of forty (40) hours in a work week (not including hours for which daily overtime has been paid) shall be paid at one and one-half (1 1/2) times his/her basic straight time hourly rate for the first eight (8) hours of overtime worked in a work week and two (2) times his/her basic straight time hourly rate for any hours of weekly overtime worked in excess of eight (8) in a work week. For the purpose of calculating weekly overtime (i.e. work in excess of forty (40) hours in a work

week) only the first eight (8) hours (ten (10) hours where applicable) worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

- (d) The Employer shall have the right to limit overtime work. In general, employees with less than eight (8) hours in a day or forty (40) hours in a week will be offered the work prior to overtime being worked.
- (e) The Employer agrees that every employee shall be guaranteed eight (8) hours of rest free from work.
- (f) Minimum Pay
 - (i) Any employee who reports to work as scheduled or called to work, actually commences work and is subsequently told his/her services are not required shall receive a minimum of four (4) hours pay.
 - (ii) Any employee who reports to work as scheduled or called to work and prior to commencing work is told his/her services are not required shall receive two (2) hours pay unless the employee is unfit to work or fails to comply with Part 3 of the Workers Compensation Act or a regulation under that part.
 - (iii) The above paragraphs shall not apply if work is suspended for reasons completely beyond the Employer's control, including weather conditions.

9.03 SHIFT EXCHANGES

- (a) Employees may exchange shifts with another qualified person of the same classification provided they give the Employer a minimum of forty-eight (48) hours' notice and obtain prior authorization from the Employer. The Employer shall not unreasonably withhold authorization. Under exceptional circumstances, the Employer will consider shift exchange requests given with less than forty-eight (48) hours' notice, but no less than twelve (12) hours' notice. Requests made with less than forty-eight (48) hours' notice shall be considered at the sole discretion of the Employer.
- (b) There shall be no increased cost to the Employer (including overtime) should employees exchange shifts with the Employer's authorization.
- (c) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed-to shift exchange.

- (d) An employee may periodically give away shifts within forty-eight (48) hours' notice in order of seniority to another qualified person of the same classification with prior authorization of management.

9.04 PAID MEAL BREAKS

Unless otherwise agreed, all employees working shifts of five (5) to eight (8) hours are entitled to a paid meal break between the 2nd and 6th hour of work. Such meal breaks shall be one-half (1/2) hour. Meal breaks shall not be interrupted once the lunch period has begun, except in emergency situations that are beyond control of the Employer.

9.05 REST PERIODS

- (a) All employees are entitled to two (2) ten (10) minute rest periods per shift. Employees may combine their two (2) ten (10) minute breaks with the permission of management.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Rest periods commence at the point employee's leave their work station.

9.06 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

9.07 WORK SCHEDULES

Work schedules 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:

- the employee's name
- days off
- start times (and finish times if known) of scheduled work days
- classification (only for employees regularly working in more than one classification)

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.

In the event that the Employer changes 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.

The Employer will provide the Shop Steward or his/her designate with a copy of the work schedule, and any changes thereof, upon request. All changes to the work scheduled shall be dated.

Schedules shall be posted in blocks of three (3) consecutive months (commencing September 1, 2008) and shall be posted by the end of the business day on the Thursday immediately prior to the commencement of the three (3) month block.

While the Employer is entitled to schedule shifts of various lengths as provided for in the Agreement, the Employer will undertake to maximize the length of shifts through the work week before instituting shifts of lesser duration. (This clause shall not be construed as requiring the Employer to create split shifts.)

The hours of work for employees in each classification shall be created by the Employer on a fixed shift basis (i.e. all dayshifts, all evening shifts, mixed shifts of days and nights once all day and all night shifts are no longer reasonably possible). Employees must bid for the shift they work and the days off they receive by classification, in order of seniority. The Employer and the Union will arrange a mutually satisfactory time for employees to select their shifts and days off in accordance with this Article.

9.08 FAILURE TO REPORT FOR WORK AS SCHEDULED

An employee who becomes aware that he/she is not going to be able to report for work as scheduled must notify the Employer at the earliest possible time prior to his/her scheduled starting time with a satisfactory reason for his/her failure to report. The employee must also indicate when he/she expects to return to work, if known. If the employee is unable to return when indicated, he/she must again notify the Employer as set out above. Compliance with this provision does not automatically recognize a leave of absence. An employee who fails to comply with this provision must give the Employer twenty four (24) hours' notice of his/her intent to return to work at which time the employee shall be told if and when to return.

9.09 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours.
- (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.

9.10 SPLIT SHIFTS

- (a) Where split shifts are required by the Employer, they must conform to the following guidelines.
 - (i) no shift of less than seven (7) hours may be split;
 - (ii) no shift may be split more than once;
 - (iii) no part of a split shift shall be less than two (2) hours; &
 - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift.
- (c) Split shifts shall normally be voluntary, although the junior employee(s) may be force-assigned the work when it is refused by all senior employees.

9.11 CONSECUTIVE DAYS OFF

The Employer shall schedule two (2) consecutive days off where reasonably possible, excluding circumstances resulting from employees requesting an exchange of shifts. For the purpose of this clause, Saturdays/Sundays off shall be considered consecutive days off.

ARTICLE 10 – SENIORITY

10.01 SENIORITY

- (a) For the purpose of this agreement seniority for a regular employee means the length of continuous service with the Employer since his/her last date of hire (i.e. first shift worked) except as expressly provided herein.

- (b) Newly hired regular employees will not accumulate any seniority until the probationary period has been served. Once the probationary period has been completed the regular employee will then be placed on the seniority list. Upon completion of the probationary period, if successful, the employee will have his/her seniority back dated to the date of the commencement of the probationary period.
- (c) Classification seniority shall for the purpose of this collective agreement be the continuous service within a classification. Employees may only hold classification seniority in one classification at a time. Classification seniority will be used for shift bidding only.

10.02 SENIORITY LISTS

- (a) The Employer agrees to post seniority lists on or before the first day of February and the first day of August in each year. The Seniority List shall contain the following information:
 - 1. the employee's name
 - 2. the employee's Company seniority
 - 3. the employee's classification
 - 4. the employee's classification seniority
- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the Seniority List shall be given to the Chief Shop Steward and one copy to the Union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.

10.03 SENIORITY ACCRUAL

Seniority will accrue on the basis of length of service. When determining what is to be counted as time worked for the purpose of accruing seniority, the following shall be included:

- (a) any time which is paid for by the Employer;

- (b) time off which is the result of an injury or illness for which WSIB benefits are payable;
- (c) time spent on an educational course approved by the Employer, acting as a member of the unions' negotiating committee, or on short term leave under the provisions of Article 17 of this Collective Agreement;
- (d) time off resulting from a non-occupational illness or injury;
- (e) time spent on parental leave in accordance with Employment Standards;
- (f) time spent off on any authorized leave of absence.

10.04 LOSS OF SENIORITY

An employee will lose all seniority rights and will be terminated from employment where that employee:

- (a) voluntarily terminates their employment;
- (b) is discharged and not reinstated under the terms of this Agreement;
- (c) does not return to work on the date specified following an approved leave of absence or vacation;
- (d) is promoted to a position outside the bargaining unit for a period exceeding six (6) months;
- (e) is recalled to work and does not report within five (5) calendar days of receiving notice by registered mail;
- (f) is absent from work without a reasonable excuse for three (3) or more consecutive days for which he/she is scheduled.

ARTICLE 11 – JOB POSTINGS, LAYOFF AND RECALL

11.01 DEFINITION OF A VACANCY

In order for a position to be considered vacant, the position must have come available for a period in excess of thirty (30) calendar days. Should this occur the provisions, as set out below, will apply. Temporary openings (i.e. thirty (30) calendar days or less) shall be filled at the discretion of the Employer.

11.02 POSTINGS

- (a) Job vacancies for positions in the bargaining unit will be posted for a period of seven (7) calendar days in order that employees may have the opportunity to apply to fill the opening.
- (b) Employees who have indicated in writing their interest in applying for another job shall be given consideration prior to the hiring of a new employee.
- (c) The Employer agrees to provide the Chief Shop Steward with the names of all job applicants in the bargaining unit once posting requirements have been met for each job opportunity.
- (d) Prior to the job being filled, the Employer shall notify the Chief Shop Steward of all bargaining unit job opportunities that are being offered to outside applicants.

11.03 APPOINTMENTS TO A VACANCY

- (a) On promotions, transfers and the filling of vacancies, for all positions with the exception of Bingo Caller, the Employer will consider each applicant's skills, ability, experience and qualifications. The senior applicant employee will be awarded the position provided the employee possesses the necessary skill, ability, experience and qualifications to perform the full measure of the work required.
- (b) Appointments to vacancies for Bingo Callers shall be made by the Employer to the applicant who is fully qualified to perform the work required to fill the vacancy. Qualified shall mean that the employee possesses the skill, ability, experience, qualifications, and attitude to efficiently meet all the requirements of the vacant position, and may be based on an assessment of past performance. If two (2) or more bargaining unit applicants are relatively equally qualified, then the applicant with the most seniority will be appointed to the vacant position. External applicants may only be hired as Bingo Callers when no bargaining unit applicant is qualified.

11.04 TRIAL PERIOD

An employee appointed to fill a vacancy pursuant to 11.03 above shall be entitled to a trial period of no less than ten (10) working shifts and up to thirty (30) working shifts. If, during this trial period, the employee is not able to perform the job to the satisfaction of the Employer, the employee shall return to his/her former job classification without loss of seniority.

11.05 VACATION TIME AS SUBSTITUTE

Prior to any layoff or a general reduction of hours in a department, the Employer will canvass employees regarding the use of vacation time as a substitute.

11.06 LAYOFF AND RECALL PROCEDURE

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:

Probationary employees, then employees with the least seniority.

11.07 BUMPING FROM LAYOFF

- (a) A regular employee laid off within his/her classification may choose to displace a junior regular employee in an equivalent or lower classification provided the employee bumping is qualified and able to perform all required work in the classification into which he/she is bumping.
- (b) An employee wishing to exercise bumping rights under (a) above must advise the Employer in writing of his/her choice within three (3) calendar days of receipt of notice of layoff.

11.08 RECALL

- (a) Laid off employees who have retained seniority will be given the first opportunity for recall provided they are qualified and able to perform all work in the classification into which they are being recalled. Employees will be notified of recall by telephone, fax, email or other type of message and confirmed by registered mail.
- (b) Employees recalled to classifications other than their own, shall be returned to their regular classifications as their positions become available.
- (c) An employee who is on layoff and wishes to be considered for recall to work must ensure the Employer at all times is aware of the employee's current address and phone number.
- (d) An employee must report for work within five (5) calendar days of the receipt of notice by registered mail.

- (e) A copy of the written recall notice sent to a laid off employee above shall also be provided to the Union Shop Steward.
- (f) Laid off employees will be retained on the recall list for a period of one (1) year, after which all rights, seniority and benefits under this Agreement shall cease.

11.09 CHANGE OF WORKFORCE - GENDER

No employee shall be laid off for the simple reason of changing the workforce from male to female or female to male.

ARTICLE 12 - ADMINISTRATION

12.01 WAGE RATES AND PAY PERIODS

- (a) Wage rates covering classifications contained in this collective agreement are set out in Appendix "A". New hires may be placed at a step on the wage grid higher than Step 1, if the Employer deems it appropriate.
- (b) Paydays

Effective ratification, the Employer agrees to institute an electronic transfer of the employee's payroll cheque to the financial institution of the employee's choice, every two (2) weeks. Each employee shall be provided a detailed explanation of wages earned and deductions made, year to date.
- (c) Any errors in payroll will be paid out to the employee by the Tuesday of the following week.
- (d) The pay week will be defined as Sunday through Saturday.

12.02 EMPLOYEES WORKING IN TWO OR MORE CLASSIFICATIONS

Employees who are working two (2) or more classifications as set out in Appendix "A" of this Agreement shall be paid the applicable rate of pay for the classification being worked.

12.03 NEW CLASSIFICATIONS

The Employer maintains the right to implement new job classifications if deemed required. In the event that a new job classification is created and a wage rate assigned, both of which are not specifically set out in this Agreement, the Employer will advise the Union of the change prior to the change taking place and the matter

shall become the subject of discussion between the Parties for rates of pay governing such classifications of employment. The Employer and the Union shall finalize, within thirty (30) days after such new classification is implemented, a rate of pay to be established and such rate will be retro-active to date of implementation. Failure to arrive at an agreement on the rate of pay will result in the rate of pay proposed by the Employer being utilized on an interim basis until the next set of contract negotiations. If during these negotiations it is agreed that a higher rate of pay should have been in effect, such rate of pay shall be retroactive to the date of implementation of the new classification.

12.04 PAYMENT FOR WORKING IN HIGHER CLASSIFICATION

- (a) Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works one half (1/2) hour in the higher classification.
- (b) An employee asked to perform work classified at a lower rate of pay shall receive their regular rate of pay while occupying said classification. An employee who is scheduled for a shift at a lower classification shall receive the rate of the lower classification.

12.05 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within 48 hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or his/her services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

12.06 ELECTION DAYS

The Employer will ensure that employees are scheduled so that they have four (4) clear hours off work within the hours the polls are open.

ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS

13.01 STATUTORY HOLIDAYS

An employee shall receive pay as determined pursuant to Clauses 13.02, 13.03 and 13.04 for the statutory holidays set out below:

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

and any other statutory holiday proclaimed by the government of British Columbia.

13.02 STATUTORY HOLIDAY FALLING ON DAY OFF

In the event that an employee's day off falls on a statutory holiday the employee shall receive his/her normal days wages as calculated in 13.03 (a).

13.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) An employee who qualifies for statutory holiday pay in accordance with Article 13.04 will receive such statutory holiday pay determined by dividing such employees straight time wages over the two (2) week period immediately preceding the statutory holiday by ten (10), but in no case will an employee receive an amount greater than eight (8) hours at his/her straight time basic hourly rate. For the purpose of this article hours worked per day will include all hours for which the employee receives compensation. For example, an employee who actually works an average of four (4) hours per day and who takes vacation during the ten day period referred to above, will be deemed to have worked an average of four (4) hours per day on those days of vacation that he/she would otherwise have worked.
- (b) Where an employee is scheduled to work on a statutory holiday, pay for work actually performed by such scheduled eligible employees on any of the statutory holidays referred to in this Article will be at one and a half (1 1/2) times the employee's straight time basic hourly rate of pay for the first eleven (11) hours actually worked, and two (2) times the employee's straight time basic hourly rate of pay for any time actually worked in excess of eleven (11) hours. In addition, if the employee qualifies for statutory holiday pay pursuant to Clause 13.04, such employee shall receive statutory holiday pay, as calculated in Clause 13.03(a).

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible for statutory holiday pay an employee must have been employed by the Employer for at least thirty (30) days. An employee who is absent on his/her scheduled work day immediately prior to and/or following the statutory holiday shall not be eligible for statutory holiday pay.

- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

13.05 LOSS OF 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, he/she shall not receive any pay for such holiday.

13.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in 13.03 (a) shall be applied to the two (2) 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.
- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in 13.03 (a) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in 13.03 (a) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 14 - ANNUAL VACATION

14.01 ANNUAL VACATION PAY: REGULAR EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

Regular employees with less than one (1) year of completed service, will not receive annual vacation pay or annual vacation until completing their first year of service

14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a) Regular employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

| Completed Years of Service | Annual Vacation Time | Annual Vacation Pay |
|----------------------------|----------------------|---------------------|
| 1 - 3 years | 2 weeks | 4% |
| 4 - 6 years | 3 weeks | 6% |
| 6 - 8 years | 4 weeks | 8% |
| 8 - 10 years | 5 weeks | 10% |
| 10+ years | 6 weeks | 12% |

- (b) “Consecutive years” as used herein, shall be understood to mean consecutive years of service with the same establishment.
- (c) 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.
- (d) “Gross earnings” as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

14.03 VACATION SCHEDULING

- (a) The Employer will determine how many employees in each classification may take a vacation at any particular time. The Employer will post a copy of the vacation schedule by October 15th of each year for employees to review. All requests for vacation must be submitted on the appropriate leave form.
- (b) Vacation requests must be submitted by November 30th, for all vacations for the following calendar year, and will be scheduled for available vacation time on the basis of seniority. Employees who do not submit a request by November 30th, and who want to take vacation must submit a request on the appropriate leave form at least six (6) weeks prior to the desired commencement date. Such vacations will be subject to operational requirements and available vacation time, and will be scheduled on a first-come first-served basis. Employees who submit vacation requests after the November 30th date will not be permitted to use their seniority to displace another employee’s vacation time.

If the Employer does not respond to the vacation request within ten (10) days of the request the vacation will automatically be given.

14.04 EMPLOYEES MUST TAKE VACATION

All employees must take all vacation during the year in which they are entitled, except an employee may, upon written notice bank one (1) week to the following year. An employee who banks a week in one year, may not bank a week in the subsequent year.

14.05 DISABILITY DURING VACATION – VACATION DEFERRED

The Employer will consider requests to defer a portion of an employee’s vacation where that employee becomes injured or ill during his/her vacation period. The amount of vacation time deferred shall not be more than the portion of the vacation that was interrupted as result of such illness or injury.

14.06 TERMINATION OF EMPLOYMENT DURING A VACATION YEAR

In the event that a regular employee’s employment is terminated during the course of a working year in respect of which he has not received an annual vacation, he/she shall receive the appropriate percentage of his gross pay earned during the portion of the year that he/she has worked.

ARTICLE 15 - EMPLOYEE BENEFIT PLANS

15.01 BENEFIT PLANS

The Employer agrees to pay the percentage of the premiums required to provide the benefit coverage as set out below. Only regular employees working an average of twenty (20) hours per week or more over a rolling three (3) month period and who have completed their probationary period are entitled to receive benefits. Benefit coverage shall commence the first day of the month following the month in which a regular employee completes his/her probationary period. The cost sharing for benefits shall be as set out below, with the employee being responsible for their share:

EFFECTIVE JUNE 17, 2010

| | Employer Cost | Employee Cost |
|----------------------|---------------|---------------|
| MSP | 100% | 0% |
| Extended Health Care | 80% | 20% |
| Dental | 80% | 20% |
| Life Insurance | 80% | 20% |

| | | |
|----------------------------------|-----|------|
| Dependent Life Insurance | 80% | 20% |
| Accidental Death & Dismemberment | 80% | 20% |
| Long Term Disability | 0% | 100% |

Vision Care

The Employer will provide a vision care plan which provides for payment of up to two hundred dollars (\$200) every twenty-four (24) months.

15.02 BENEFIT COVERAGE WHILE ON LAY-OFF / LEAVE

Employees who are laid off shall continue to receive benefit coverage until the end of the first full month following the date of lay-off, provided they pay their share of the premiums. Employees on long term absence due to non-occupational illness or injury shall retain their benefits to the end of the third full month following the date the absence commenced, and the Employer shall pay as per 15.01 of the required premiums except for Long Term Disability. Employees on WSIB benefits shall continue to receive benefit coverage provided they pay their share of the benefits.

15.03 LIMITATION OF EMPLOYER'S RESPONSIBILITY

The Employer's responsibility is limited to the payment of its' share of the premiums as set out above, and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer shall not be liable or held responsible for any decision made by an insurance carrier in assessing or adjudicating a benefit claim.

15.04 ELIGIBLE SPOUSES AND DEPENDENTS

Subject to the policies of the insurance carriers, benefit coverage, excluding Employee Life Insurance and Long Term Disability will be extended to eligible spouses and dependents.

15.05 NO CHANGES TO BENEFITS

The benefits as described in the employee benefit booklet (Green Shield/Co-operators) and as set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the Employer, unless the changes are unilaterally made by the carrier, in which case the Employer will meet with the Union to discuss such changes.

15.06

GPEB registration renewals will be paid by the Employer.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant a leave of absence without pay or benefits to an employee who is appointed or elected to a Union Office for a period of up to and including one (1) year. Such leave shall be renewed each year based on written request from the employee.
- (b) A request for such an approved leave must be given to the Employer, in writing, by the Union at least four (4) weeks in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

16.02 LEAVE OF ABSENCE: UNION MEETINGS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union meetings or as a member of a negotiating committee. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to two (2) employees at any one time, 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.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the gaming industry. Written applications for such leave must be received at least fourteen (14) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) classification.
- (e) In situations beyond the Union's control the Employer shall not unreasonably deny requests made with less than the required notice.

16.03 COURT ATTENDANCE

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence on behalf of the Employer in any case, civil or criminal respecting the Employer 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.

16.04 BEREAVEMENT LEAVE

- (a) A non-probationary regular employee will be granted five (5) days off without loss of pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate Family" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse/partner, current father-in-law, current mother-in-law, grandparent, grandchild or a relative who permanently resided in the employee's household for a minimum of twelve (12) consecutive months prior to his/her demise or with whom the employee permanently resided.
- (c) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner (includes same sex) with whom the employee has cohabited for a minimum of one (1) year.
- (d) In the event of the death of an employee's, current son-in-law, current daughter-in-law, current brother-in-law or current sister-in-law, the employee shall be entitled, after notifying his/her supervisor, to one (1) day off without loss of pay to attend the funeral.

16.05 JURY AND WITNESS DUTY

Regular employees who serve on a jury or as a witness for the Crown shall be granted leave of absence without loss of pay to a maximum of ten (10) working days for this purpose, provided that the employee concerned deposits with the Employer any pay received from the court. To be eligible for this clause an employee must have completed his/her probationary period. If the employee must be on leave for more than ten (10) working days, that portion of the leave that exceeds ten (10) working days shall be without pay.

16.06 SICK DAYS

- (a) On January 1st of each year, each regular employee working an average twenty-five (25) hours or more a week over a rolling three (3) month period, shall be credited with four (4) sick days to be used during that calendar year.

- (b) Sick days are to be used only for personal illness or injury, and a note from a medical practitioner may be required when an employee is absent due to illness or injury for more than three (3) consecutive work days. Sick days must be taken in full days. With permission, an employee will be permitted to use a sick day for the purpose of caring for a member of their immediate family who resides in the employee's home.
- (c) Up to three (3) unused sick days may be carried over from one year to the next year, but in no case will an employee be permitted to have more than six (6) days in any calendar year.

16.07 COMPASSIONATE LEAVE/FAMILY RESPONSIBILITY LEAVE

Compassionate Leave and Family Responsibility Leave will be as per the Employment Standards Act.

Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave

1. In this section, "family member" means:
 - (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
2. An employee who requests leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after:
 - (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.

3. The employee must give the employer a copy of the certificate as soon as practicable.
4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
5. A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
6. A leave taken under this section must be taken in units of one or more weeks.
7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

16.08 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. The granting of such leaves will be in writing, with a copy to the Union, and such leaves will not be unreasonably denied. Such requests must be made in writing at the earliest opportunity, but in no case less than fourteen (14) calendar days prior to commencement of the requested leave, with the exception of bereavement leave. Leaves shall not exceed six (6) months in duration and leaves in excess of thirty (30) days shall be without benefits, unless the employee pays 100% of the premiums required. Employees are expected to return to work immediately upon the expiry of their leave of absence. Any employee who does not return from a leave of absence without a valid and reasonable excuse will be deemed to have terminated their employment with the Employer.

16.09 MATERNITY/PATERNITY LEAVE

- (a) Pregnancy Leave
 - (i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (A) beginning
 - (1) no earlier than eleven (11) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
 - (B) ending
 - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (2) no later than seventeen (17) weeks after the actual birth date.
 - (ii) An employee who requests leave under this Clause 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 of the termination of the pregnancy.
 - (iii) 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 sub-clauses (A) or (B).
 - (iv) A request for leave must:
 - (A) be given in writing to the Employer;
 - (B) 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
 - (C) 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 sub-clause (iii).

- (D) A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly provided to the Employer, prior to childbirth but shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- (v) A request for a shorter period under sub-clause (a) (i) (B) (1) must:
 - (A) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - (B) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (b) Parental Leave
 - (i) An employee who requests parental leave under this Clause is entitled to:
 - (A) for a birth mother who takes leave under Clause (a) 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 Clause (a) unless the Employer and employee agree otherwise;
 - (B) for a birth mother who does not take leave under Clause (a) 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;
 - (C) for a non-birth parent, 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
 - (D) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
 - (ii) 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) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (b)(i).

- (iii) A request for leave must:
 - (A) be given in writing to the Employer;
 - (B) if the request is for leave under subsection (b)(i)(A) or (B), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (C) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 - (iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause (a)(iii) or Clause (b)(iii).
- (c) Duties of Employer
- (i) The Employer must give an employee who requests leave under Clause 16.09 the leave to which the employee is entitled.
 - (ii) The Employer must not, because of an employee's pregnancy or a leave allowed by Clause 16.09:
 - (A) terminate employment, or
 - (B) change a condition of employment without the employee's written consent.
 - (iii) As soon as the leave ends, the Employer must place the employee:
 - (A) in the position the employee held before taking leave under Clause 16.09, or
 - (B) in a comparable position.
 - (iv) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a collective agreement, comply with sub-clause (iii) as soon as operations are resumed.

- (d) Employment deemed Continuous while Employee on Leave
 - (i) The services of an employee who is on leave under Clause 16.09 are deemed to be continuous for the purposes of:
 - (A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (B) any pension, medical or other plan beneficial to the employee.
 - (ii) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
 - (A) if the Employer pays the total cost of the Plan;
 - (B) if both the Employer and the employee pay the cost of the Plan and the employee chooses to continue to pay his or her share of the cost.
 - (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
 - (iv) Sub-clause (i) does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under Clause 16.09.

16.10 LEAVE FOR COLLECTIVE BARGAINING

The Employer will grant a leave of absence without pay and without loss of benefits and seniority for up to three (3) Union Bargaining Committee members for the purposes of negotiating a renewed collective agreement. The Union shall take into consideration the Employer's staffing concerns when electing or appointing committee members.

ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 MEAL ENTITLEMENT

The Employer shall provide meals at seventy five percent (75%) of the regular price. (This does not include daily specials.) Coffee shall be free of charge.

17.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is required by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is required 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.
- (d) Where an employee is required by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

17.03 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 his/her former position within forty-eight (48) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the WSIB certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, that Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

17.04 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF RULES FOR PATRONS

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for replacement cost of, or repair, of any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a

consequence of the employee's participation in the enforcement of rules at the direction of Management or a person appointed by Management.

17.05 PERSONAL EFFECTS

The Employer agrees to continue its current practice of providing lockers in good working order for employees to store their personal effects while at work.

17.06 FIRST AID ATTENDANT

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

17.07 HEALTH & SAFETY

- (a) The Employer shall comply with all applicable provincial and municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice. The Employer further agrees to consider reasonable precautions to provide every employee a safe and healthy workplace.
- (b) A Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Employer members be allowed to out-number the amount of Union members.
- (c) Two Co-Chairpersons shall be elected (or a Chairperson and a secretary) from and by the members of the committee. Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate government regulations.
- (e) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

17.08 ILLNESS/INJURY AT WORK

An employee who is injured at work or who becomes ill as a result of their employment and is required to leave for treatment or is sent home solely as a result of such injury or illness shall receive payment for the remainder of his/her scheduled

work day at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation that is not covered by insurance.

ARTICLE 18 - EMPLOYEE CONDUCT AND DRESS

18.01 RULES GOVERNING CONDUCT OF EMPLOYEES

It is mutually agreed that the Employer may make, publish and enforce rules for the conduct of employees, and a copy of those rules, and any amendments thereto, shall be provided to the Union before enforcing same. Filing with the Union Office is accomplished by delivery of a copy of the rules through registered mail.

18.02 CONTROL OF ABSENTEEISM

- (a) Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees and increased cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.
 - (i) when an employee is absent due to illness or injury for three (3) or more consecutive working days, the Employer may require an employee to provide a medical certificate as evidence of his/her illness or injury as a cause for the employee's absence from work. Where the Employer can demonstrate that a pattern of absenteeism exists, the employee can be required to provide a medical certificate.
 - (ii) Every employee who is unable to report for work due to illness or injury shall comply with clause 9.08 of this collective agreement. If the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
 - (iii) Unless otherwise reasonably required, medical certificate(s) need only state whether the employee is fit or unfit, the nature of the limitations (eg: No heavy lifting, no stair climbing, etc.) and the expected duration of the condition. The choice of physician is up to the employee.
 - (iv) Where the Employer is satisfied by objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the employee.

18.03 CASH LOSSES

- (a) Employees who handle cash are responsible to ensure that cash losses do not occur. An employee may be disciplined where it can be demonstrated by the Employer that the cash loss is related to the actions, or lack of action, of a particular employee.
- (b) Where more than one person has access to monies associated with the loss, the onus is on the Employer to substantiate the reasons for disciplining any particular employee(s).
- (c) Cash losses shall not be deducted from an employee's paycheque without employee authorization.

18.04 UNCONVENTIONAL MODE OF DRESS

Where an unconventional mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee.

18.05 CLOTHING

Employees will conform to the dress code established by the Employer. The Employer will provide each employee, regardless of classification or department, with two (2) shirts. Replacement will be based on proof of need, and replacement caused by employee negligence shall be at the employee's expense. As a laundry supplement, the Employer will pay one dollar and fifty cents (\$1.50) biweekly to each employee.

ARTICLE 19 – CORRECTIVE ACTION

19.01 JUST AND REASONABLE CAUSE

Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

19.02 A UNION REPRESENTATIVE PRESENT

An employee covered by this Agreement shall have the Chief Shop Steward or designate present on any occasion when the employee is to receive any formal discipline. Written reasons for any suspension or discharge shall be provided by the Employer at the time the discipline is meted out.

19.03 NO UNION REPRESENTATIVE PRESENT

In order to ensure that employees receive formal discipline in a timely manner, the Chief Shop Steward or designate need not be present when an employee is to receive formal discipline under the following circumstances:

- (a) the Chief Shop Steward or designate is not available to come to the Employer's premises within twenty-four (24) hours; and
- (b) the employee is not scheduled for work in the next seven (7) calendar days, in which case the employee will be notified by registered mail, with a copy to the Union.
- (c) In either of the above circumstances an employee shall have the right to be accompanied by an available co-worker of his/her choice.
- (d) Where no Chief Shop Steward or Shop Steward is recognized the Union Representative shall receive the information.

19.04 ISSUING DISCIPLINE

All discipline shall be assessed in writing and copied to the Union ~~office~~ **Representative** at the time it is issued to the employee and a copy given to the Shop Steward.

19.05 DISCIPLINE WARNINGS

Any verbal or written warning that has been placed on the file of an employee, will be removed from his/her file as soon as the employee has been employed for a further continuous period of eighteen (18) months unless an additional discipline penalty occurs in that same eighteen (18) month period.

19.06 EMPLOYEE ACKNOWLEDGING DISCIPLINE

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

19.07 EMPLOYEE'S ACCESS TO THEIR FILE

The Employer agrees that an employee shall have access to view his/her personal file provided the employee provides reasonable notice, in writing, to the Employer, when requesting such access. Access will not be unreasonably withheld. An employee viewing his/her file will do so outside of their working hours.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 DEFINITION

A "grievance" means any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without stoppage of work.

20.02 INFORMAL STEP

Prior to filing a written grievance as an informal step, the employees are encouraged to make an earnest effort to resolve the grievance directly with management. At the employees' option, a shop steward may accompany the employee.

20.03 STEP # 1

- (a) At this step notice of grievance in writing must be filed with a person designated by the Employer within ten (10) calendar days of the events giving rise to the grievance or the date on which the employee first has knowledge of it.
- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, and it shall clearly state the provision(s) of the Agreement that have been violated.
- (c) The supervisor or his/her authorized representative shall reply to the grievance in writing within ten (10) calendar days from the date it was received

20.04 STEP # 2

- (a) Failing a satisfactory settlement at Step #1 and within ten (10) calendar days of receipt of the Employer's reply at Step #1, the employee may advance the grievance to Step #2. The Executive Director/General Manager or his/her authorized representative, accompanied if so desired by other representatives of the Employer, will meet with the grievor, the shop steward and the Union representative in an attempt to reach a settlement.
- (b) The Executive Director/General Manager or his/her authorized representative shall reply to the grievance within ten (10) calendar days following the date of the meeting. If a satisfactory settlement is not reached at Step #2 then the Union may advance the grievance to arbitration provided written notice is

given to the Employer within thirty (30) calendar days following receipt of the employers reply at Step #2.

20.05 CERTAIN GRIEVANCES TO STEP 2

A group or policy grievance or a grievance concerning the suspension or dismissal of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within ten (10) calendar days of the date the employee is suspended or dismissed.

20.06 GRIEVANCE MEETINGS

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Employer representative and the Union representative. It is understood that attendance at such meetings will not result either in loss of pay or increased pay to the employees concerned.

20.07 TIME LIMITS

The parties shall submit or advance all grievances within the time limits set out in this Article or the grievance shall be deemed to be abandoned. Time limits may only be extended by mutual agreement.

ARTICLE 21 – ARBITRATION

21.01 REFERENCE

- (a) Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure either party may request that the matter be referred to single arbitrator.
- (b) The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice, the parties shall choose one (1) of the arbitrators from the list defined in (c) below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within the time limits specified below.
- (c) For the duration of this Agreement both parties will agree to an Arbitrator from the Arbitrators Association of British Columbia.

21.02 NO POWER TO MODIFY

The Arbitrator shall receive and consider such material evidence and conditions as the Parties may offer and the Arbitrator deems relevant. In reaching his/her decision,

the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

21.03 BINDING EFFECT

The findings and decision of the Arbitrator on all questions shall be binding and enforceable on all Parties.

21.04 COST SHARING

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

21.05 ISSUES TO BE PRESENTED

The issue(s) raised in the written grievance and the written replies thereto shall be presented to the Arbitrator and his/her award shall be confined to such issue(s).

ARTICLE 22 - DEFINITIONS

22.01 OBJECTIVE INTERPRETATION

Where a specific definition of a word, expression, term or phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

22.02 TIME SPAN REFERENCES

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this Agreement.

22.03 SPECIFIC DEFINITIONS

The following definitions or words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article:

Departments are defined as:

- Food Services
- Bingo, Lottery Operations

22.04 JOB DESCRIPTIONS FOR EACH CLASSIFICATION LISTED IN APPENDIX A

Job descriptions may change to meet business demands. Any changes will be posted in a conspicuous location with a copy given to the Shop Steward.

ARTICLE 23 - ALLEGATIONS OF WORKPLACE VIOLENCE

23.01

Should an employee become a victim of an act of violence or threatened violence in the workplace, the Employer will take the following actions:

- (a) The Employer and the ~~Shop Steward~~ **Union Representative or designate** shall immediately conduct an investigation into the alleged act of violence or the alleged threatened act of violence. In addition, the Union shall have immediate access to any bargaining unit witness.
- (b) The Employer and the ~~Shop Steward~~ **Union Representative or designate** shall produce a written report within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) No complainant shall suffer loss of wage or benefits while the matter is pending resolution.
- (e) This Article does not limit the right of the Employer to discipline employees.

ARTICLE 24 - HARASSMENT

24.01 DISCRIMINATION/HARASSMENT PROHIBITED

The Employer and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, age (19 years or more), marital status, family status, sex, sexual orientation or physical or mental disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment, including sexual harassment. Harassment includes demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

24.02 DEFINITIONS OF HARASSMENT AND SEXUAL HARASSMENT

“Harassment” means repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating. “Harassment” does not include legitimate discussions, including those of a disciplinary nature, between management and employees that are necessary for the Employer’s operations.

Examples of harassment could include but are not limited to:

- derogatory or demeaning comments, jokes, slurs;
- derogatory or demeaning posters, pictures, cartoons, graffiti, drawings;
- innuendoes, taunting, bullying, belittling or ostracizing an employee;
- undermining a person’s dignity by causing embarrassment, humiliation, discomfort or offence;
- practical jokes which cause awkwardness, compromise a person’s safety or negatively affect performance;
- creating an intimidating, offensive or poisoned work environment;
- condescending or patronizing behaviour which undermines self-esteem, diminishes performance or adversely affects working conditions.

“Sexual harassment” means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- sexual solicitation or advance or inappropriate touching and sexual assault;
- a reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected;
- suggestive remarks or other verbal abuse;
- leering at a person’s body;
- compromising invitations.

24.03 TRANSFER OF ALLEGED HARASSER

In cases where (alleged) harassment may result in an employee being moved to a different shift or work location, it shall be the (alleged) harasser who is moved, except that the (alleged) harassed may be transferred with his/her written permission.

ARTICLE 25 - DIGNITY AND RESPECT

25.01 STANDARD OF CONDUCT

In all of their dealings with each other, the Employer and the Union agree that management employees, bargaining unit employees, representatives of the Union, and Union officials, will treat each other with dignity and respect.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 DEFINITION

The Parties are agreed that "technological change" means:

- (a) The introduction by the Employer of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Employer in its work, undertaking or business; or
- (b) A change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

26.02 INTRODUCTION

Where the Employer introduces or intends to introduce a technological change that affects the terms, conditions and security of employment of any employees:

- (a) The Employer agrees to notify the Union as far as possible in advance, of its intention, and to update the information provided as new developments arise and modifications are made;
- (b) The foregoing notwithstanding, when the security of a significant number of employees is affected, the Employer shall provide the Union with at least sixty (60) calendar days' notice that a technological change is intended, with a detailed description of the change it intends to carry out.

26.03 DATA TO BE PROVIDED

The notice and description mentioned in 26.02 shall be given in writing, and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the changes;

- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on the employee or employees.

26.04 CONSULTATION

Where the Employer has notified the Union of its intention to introduce a technological change, the Parties shall meet pursuant to Section 54 of the Labour Relations Code of British Columbia, within ten (10) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the Employer to reduce the impact of the change.

26.05 REDUCTION IN NUMBER OF EMPLOYEES AS A RESULT OF TECHNOLOGICAL CHANGE

In the event of a reduction in the number of employees as a consequence of technological change, the provisions of Article 10 shall apply.

DATED this _____ day of _____, 2017.

FOR THE COMPANY:

FOR THE UNION:

Ethan Wilson
General Manager

Bobbie Yalowica
Local 3000 Representative

Dave Dooley
Finance Manager

Jeanlyn C. Ureta
Committee Member

Gavin Davies
Unifor National Representative

APPENDIX "A" - WAGE RATES

Grade 1 Lottery, Food Services, Till Sellers, Janitor, Prep Cook

| Effective | Effective | Effective |
|-----------------------|-----------------------|-----------------------|
| April 18, 2017 | April 18, 2018 | April 18, 2019 |
| 1.5% | 2.0% | 2.0% |
| \$14.45 | \$14.74 | \$15.03 |

Grade 2 Caller/Desk, Inventory Cook

| Effective | Effective | Effective |
|-----------------------|-----------------------|-----------------------|
| April 18, 2017 | April 18, 2018 | April 18, 2019 |
| 1.5% | 2.0% | 2.0% |
| \$17.67 | \$18.02 | \$18.38 |

These increases apply to probationary rates.

Retroactive

Retroactive payment from April 18, 2017 will be paid to each eligible bargaining unit member holding seniority in the bargaining unit.

Wage Progression

1. The Probationary rate is as follows:

Grade 1:

| | |
|--------------|---------|
| April 18/17: | \$11.41 |
| April 18/18: | \$11.64 |
| April 18/19: | \$11.87 |

Grade 2:

| | |
|--------------|---------|
| April 18/17: | \$13.80 |
| April 18/18: | \$14.08 |
| April 18/19: | \$14.36 |

At no time will a rate be paid which is below the minimum rates established under the Employments Standards Act of British Columbia.

2. Employees training to qualify in a higher paying classification rate in which they are training will be paid at their current rate until such time as the employee's period of training is complete. Employees shall be entitled to a trial period of no less than ten (10) working shifts and up to thirty (30) working shifts as per 11.04.
3. Any employees who are acting in the capacity of Trainer will be given a shift premium of two dollars (\$2.00) per hour for all time spent training new employees.

LETTER OF UNDERSTANDING #1

BETWEEN

COMMUNITY GAMING MANAGEMENT ASSOCIATION

(PLANET BINGO)

AND

UNIFOR LOCAL 3000

RE: ART. 15.01 BENEFIT PLANS

With a Weekly Indemnity Plan for the members of the bargaining unit, the Employer agrees to make the required payroll deductions from each employee. The employees so affected will provide the Employer with the proper signed authorization to allow for the payroll deductions. The Employer's liability in this case is limited to the deduction of the amounts authorized by the employee.

DATED this ____ day of _____, 2017.

FOR THE COMPANY:

FOR THE UNION:

Shaun Thompson
General Manager

Bobbie Yalowica
Local 3000 Representative

Dave Dooley
Finance Manager

Angel Smith
Committee Member

Gavin Davies
Unifor National Representative