

COLLECTIVE AGREEMENT

between the

GREAT CANADIAN CASINOS (RIVER ROCK)

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from September 25, 2021 to December 31, 2025

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DEFINITIONS

- (1) "Agreement" - means this collective agreement.
- (2) "Employee" - means an employee of the Employer in the bargaining unit.
- (3) "Employer" - means Great Canadian Casinos (River Rock).
- (4) "Regular employee (benefit eligible)" - means an employee who has passed the probationary period and works an annual average of a minimum of 24 hours per week.
- (5) "Regular part-time employee" - means an employee who has passed the probationary period and generally works less than 24 hours per week but can maximize under Article 14.
- (6) "Casual on call employees (not benefit eligible)" - are defined as employees working on an "as needed or when needed basis".
- (7) "Relief Manager" - means a member of the bargaining unit in a temporary excluded position due to maternity, parental, illness or injury leaves, vacation or operational requirement to sub up, they will not be subject to the provisions of Clause 10.3 Loss of Seniority and will continue to be a member of the bargaining unit.
- (8) "Probationary employee (not benefit eligible)"
 - (a) Newly hired or rehired regular and casual on call employees will be subject to a probationary period of 650 hours or five months worked, whichever is greater, to assess performance and suitability with the Employer, starting upon hire date. During the probationary period and until a probationary employee shall obtain seniority status, the employee's name shall not appear on any seniority list, nor shall there be any obligation on the Employer to retain the services of the employee if they are laid off or discharged during the probationary period. Classroom training hours will not count towards the total probation hours a probationary employee accumulates.
 - (b) The Employer may discharge an employee on probation at any time during the probationary period in its discretion for any reason including suitability provided it is not arbitrary, discriminatory pursuant to the *Human Rights Code* or in bad faith.
- (9) "Spouse" - includes common-law individuals who have resided together for more than one year.
- (10) "Day of rest" - means a day other than a paid holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (11) "Layoff" - means the loss of a job due to a shortage of work, reorganization, closure or other material change in the organization.
- (12) "Leave of absence with pay" - means to be absent from duty with permission and with pay.
- (13) "Leave of absence without pay" - means to be absent from duty with permission but without pay.
- (14) "Shift" - means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
- (15) "Union" - means the B.C. General Employees' Union (BCGEU).
- (16) "Work or worked" - except for probationary employees, means paid hours of work, forced early out and leaves where compensation is paid by the Employer pursuant to this agreement (such as bereavement leave, vacations, WCB, sick leave and paid holidays.)

(17) "*Work schedule*" - means the schedule of work shifts and days of rest.

(18) "*Job Code*" - is a required skill, recognized by the Employer, to perform specific work within a classification.

ARTICLE 1 - INTRODUCTION

1.1 Purpose

The purpose of the collective agreement is to establish respectful and mutually beneficial relationships with the Employer, the Union, and the employees and set forth certain terms and conditions of employment which have been reached through collective bargaining.

Further, the purpose of this agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 7 - Grievance Procedure, to prevent strikes, lockouts, slowdowns or other interference with work, unnecessary expense and avoidable delays in carrying out the most efficient and effective operations of the Employer's business.

The parties recognize that guest satisfaction with the Employer and its employees is of paramount importance to the success of the business, and as such, the parties share a commitment to maintain and continue to enhance and improve the exceptional quality of services provided by River Rock Casino to its guests.

ARTICLE 2 - DISCRIMINATION, HARASSMENT AND BULLYING

(a) The Employer and the Union recognize the right that every employee is entitled to a work environment that is free from discrimination, harassment and bullying. The Employer and the Union also recognize the principles of the British Columbia *Human Rights Code* which prohibits discrimination and harassment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, gender expression or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person ("*Prohibited Grounds*").

(b) The Employer has a policy with respect to discrimination, harassment and bullying in the workplace which shall continue to apply.

(c) Discrimination includes refusing to employ or continue to employ, or discriminating against a person, regarding employment or any term or condition of employment, based on a Prohibited Ground.

(d) Harassment is defined as conduct or comment which is known or ought reasonably to be known as objectionable or unwelcome, that serves no legitimate work-related purpose, and that is based on a Prohibited Ground, and which also has one or more of the following attributes: (a) it detrimentally affects an employee in the work environment, or (b) it has adverse job-related consequences such as reduced job security, or a negative impact on career advancement. Harassment includes sexual harassment.

(e) Bullying behaviour is defined as persistent, unwanted, offensive, humiliating or intimidating behaviour (verbal comments actions or gestures) that affects an employee's self-confidence, dignity or psychological or physical integrity, and which results in a harmful work environment. Bullying tends to be a large number of incidents over a long period of time, but a single serious incident of such behaviour may also constitute bullying.

- (f) An employee may submit a complaint of discrimination, harassment and bullying in writing to the employee's Manager, as soon as possible from when the incident occurred. No complaint shall be filed if it is submitted more than six months after the incident occurred. If the complaint is against the employee's Manager, it shall be submitted directly to the Director, Human Resources. Upon receipt of the complaint, the Employer's designate will notify the union staff representative.
- (g) The employer designate will review the complaint and determine if it discloses a prima facie violation of the policy. If so, the employer designate shall investigate the complaint and submit their written report to the Director, Human Resources as soon as practicable.
- (h) Within 14 days of receipt of the report, the Director, Human Resources will give such orders or takes such steps as necessary to resolve the complaint. Such steps may include meeting with the complainant and respondent, informal mediation, or the imposition of discipline up to and including discharge from employment. The complainant or respondent, (provided the respondent is a member of the Union) will be entitled to have a shop steward present at any such meeting.
- (i) Where the complainant or respondent, (provided the respondent is a member of the Union) is not satisfied with the Director, Human Resources' response or resolution, the Union may, within 30 days, refer the complaint to a mutually agreed upon independent adjudicator with appropriate expertise. The adjudicator will work to achieve a mutually acceptable resolution. Where a resolution is not achieved, the adjudicator shall have the right to:
- (1) Dismiss the complaint;
 - (2) Determine the appropriate level of discipline; and/or
 - (3) Make further recommendations as necessary to provide a final and conclusive settlement of the complaint.
- (j) Disciplinary action or discipline imposed against the respondent under this article cannot be grieved.
- (k) Where the complaint is determined to be frivolous, vexatious, or vindictive in nature, the Employer may take appropriate disciplinary action against the complainant.
- (l) A complaint of discrimination, harassment or bullying shall not be grieved. The procedure set out herein shall be used exclusively to resolve all disputes.
- (m) Complaints under this article shall be treated in strict confidence and shall be disclosed only as necessary to investigate and resolve such complaints.

ARTICLE 3 - UNION REPRESENTATION AND RIGHTS

3.1 Shop Stewards

- (a) The Employer recognizes the Union's right to select shop stewards to represent bargaining unit employees. The agreed upon number of shop stewards is 15. However, the parties agree that the Union/Management Committee may from time to time modify the number of shop stewards based on mutual agreement and the Employer's operational needs.
- (b) The Union will provide the Employer with the names of 15 shop stewards. The Employer will recognize duly appointed shop stewards, provided that the Union has advised the Employer in writing of the names of the shop stewards appointed. The Union agrees to advise the Employer in writing of any changes made of the shop stewards within 30 days.

- (c) Shop stewards shall not be discriminated against or disciplined for performing their agreed upon duties as shop stewards.
- (d) Shop stewards will be allowed a reasonable amount of time per month, up to a maximum of eight hours without loss of pay, to perform their duties with respect to the grievance procedure and specifically to assist in the reporting, investigation and meeting with the employer representative at Step 1 and 2. Any meeting initiated by the Employer requiring the presence of a shop steward, will not be included in the eight-hour per month maximum and will take place without loss of pay to the shop steward. Shop stewards may not leave their assigned work area for the purposes set out in this article without obtaining prior permission from their manager, or in absence of their manager, from the manager designate. Such permission will be based on operational requirements and will not be unreasonably denied. Under no circumstances may the shop steward take any action or issue any instructions which will interfere with the operations or affairs of the Employer or with the management or direction of the workforce.
- (e) Notwithstanding (d) above, it is agreed that given the size of the workplace, the regulatory requirements and the need to engage with guests on a regular basis, shop stewards will conduct all other union business outside of their scheduled work hours.
- (f) Shop stewards may only carry out their duties upon notification and approval being given by the manager or manager designate. Such approval will be based on operational requirements and will not be unreasonably withheld.
- (g) Employees having grievances shall not discuss them with shops stewards during their regularly scheduled work hours unless they have first obtained permission from their manager. Such permission will be based on operational requirements and shall not be unreasonably withheld.
- (h) An investigation conducted by a shop steward shall not result in any disruption of the Employer's operations, and it must not result in an employee or employees neglecting their work duties and responsibilities.

3.2 Union Leave/Union Bargaining Committee

- (a) Employees elected or appointed by the Union to attend union meetings or conventions, and/or shop steward training may request a leave of absence with pay to attend such meetings or conventions. When such leave is granted it shall be with pay and the Union will reimburse the Employer for all salary and benefit costs. Requests for union leave must be supported by with union documentation and will be forwarded to their respective supervisor for consideration at least 21 days in advance of the commencement date of the leave.
- (b) An Employee elected to union office will be granted an unpaid Leave of absence of up to three years without loss of seniority. However, any retraining and regulatory requirements costs will be at the Employee's expense.
- (c) The above provisions do not include time that is granted to authorized employee representatives for attendance at collective bargaining. When such leave is granted it shall be given with pay and the Union will reimburse the Employer for all salary and benefit costs. Employees will not be entitled to overtime for hours spent in bargaining as set out above. Request for time off must be submitted 21 days in advance, unless the Employer agrees to waive the notice period.
- (d) A union bargaining committee shall be elected or appointed by the Union and shall consist of five members. The Union Bargaining Committee will consist of two members from table games, one

member from culinary or hospitality, one member from the slot department or security, one member from cage or guest services department, and a union staff representative.

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

(f) The approval of all union leaves will be based on the condition that all employer operational requirements can be fully met during the employee's absence and will not be unreasonably denied.

3.3 Union Representatives at the Employers Premises

Worksite visits by union representatives that are not employees shall be requested three days in advance. No union representatives that are non-employees shall be on the worksite without permission and approval by the Employer. Approval for such visits will not be unreasonably withheld.

3.4 Recognition of Exclusive Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent for the employees, as identified in the BC Labour Relations Board bargaining unit certificates listed below, during the term of this collective agreement, and as may be varied from time to time, by agreement of the parties and under the BC *Labour Relations Code*.

- December 23, 2015, dealers, slot attendants, cashiers, count team members, guest services representatives, dealer supervisors, slot supervisors and boxmen at 8811 River Road and 8888 River Road, Richmond, BC; and
- on January 26, 2016, housekeeping and housekeeping supervisors at 8811 River Road and 8888 River Road, Richmond, BC; and
- on February 1, 2016, guest service supervisors at 8811 River Road and 8888 River Road, Richmond, BC; and
- on March 15, 2016, cage supervisors at 8811 River Road and 8888 River Road, Richmond, BC; and
- on April 13, 2016, Commis chefs, demi chefs de partie, chefs de partie, senior chefs de partie, dishwashers and shipper/receivers at 8811 River Road and 8888 River Road, Richmond, BC,
- on August 22, 2016, count team supervisors at 8811 River Road and 8888 River Road, Richmond, BC.
- On June 7, 2016, security officers and security supervisors at 8811 River Road and 8888 River Road, Richmond.

3.5 Employer and Union to Acquaint New Employees

A shop steward will be given an opportunity to meet with new employees in the bargaining unit, at the end of the orientation process without loss of pay, for up to 15 minutes in order to provide the new employees with the Assignment of Wages form and to acquaint the new bargaining unit employees with the duties of union membership.

3.6 No Individual Contracts or Agreements

No employee shall be compelled to enter any individual contract or agreement with the Employer concerning the conditions of employment which vary the conditions of employment in this agreement.

3.7 Bargaining Unit Work

For managers or those acting as relief managers, duties normally performed by employees within the bargaining unit will not be assigned to non-bargaining unit employees except in the case of an emergency, security threats or challenges, special events, unexpected lateness or absences, for the purpose of instruction or demonstration, or to meet or maintain service to guests as a result of bargaining unit employees not being available for work as outlined in this agreement. Managers may perform bargaining unit work as set out above, however, the Employer will make every reasonable effort to reduce the need for managers to perform bargaining unit work over the term of this agreement.

3.8 Bulletin Boards

The Employer will provide the Union with a bulletin board at least four feet square at a mutually agreed upon location for the posting of union notices and other union communications. It is agreed that the content of material on the bulletin board will be respectful in nature, and the notice board shall be covered with plexiglass and locked to prevent unauthorized notices from being posted. The Union will review the material regularly and remove notices that are considered out-dated.

3.9 Private Space

The Employer will provide shop stewards with a private space to meet with employees with respect to the investigation and preparation of grievances as set out in the Grievance procedure of this collective agreement. No union business is to be conducted in the front of house or in front of any guests or stakeholders at any time. The Employer will maintain the space and provide cleaning when requested, within reason, as long as a bargaining unit employee is present. Maintenance and security will be provided when requested.

3.10 Union Management Committee

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

- (a) The Employer and the Union agree to establish a joint union/management committee comprised of up to four employer representatives and up to four union representatives, in addition to the BCGEU staff representative. The Committee may call upon additional persons for technical information, communications or advice. The Committee shall meet at the request of either the Union or the Employer, but not less than once every two months, at a place and time to be mutually agreed.
- (b) The Committee meetings shall be co-chaired by one employer and one union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be strictly on a "*without prejudice*" basis, unless agreed by the parties to the contrary.
- (c) The meetings will normally be scheduled on weekdays, commencing during the hours of 9:00 a.m. to 5:00 p.m. Attending employees shall be paid straight-time wages for all time spent in these meetings including time extended beyond the employee's scheduled shift or on days the employee is not scheduled to work.
- (d) Minutes shall be recorded and transcribed by the Employer. After final draft has been agreed to, the minutes will be posted on the respective bulletin boards.

3.11 Union Buttons or Pins

An employee may wear a union pin or button. The union pin or button may not exceed the size of a "loonie" and will not carry political, protest or other derogatory slogans.

3.12 Recognition of Legal Picket Lines

No employee shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this clause, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code* of British Columbia.

3.13 Relevant Information

The Employer and the Union agrees to provide each other with relevant information necessary for collective bargaining purposes.

ARTICLE 4 - UNION SECURITY**4.1 Membership**

All employees in the bargaining unit who at the date of certification, were members of the Union, or thereafter became members of the Union, shall, as a condition of employment, maintain such membership.

All employees hired into the bargaining unit after the date of certification shall, as a condition of employment, become members of the Union, and maintain such membership as a condition of employment.

Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification to become a member of the Union.

4.2 New Employees

The Employer agrees that it will advise new employees in the bargaining unit of the Union Security and Check-off provisions provided for in this collective agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES***Check-off - Process and Procedures***

(a) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form. The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to make only such deductions as permitted by law, and as are authorized by valid assignment form executed by each employee.

(b) The Union shall inform the Employer in writing of the authorized deductions for each employee for union dues and any changes in the amount to be deducted. These amounts will apply only to those earnings of the employee, in any given month, which may arise from work in a bargaining unit position under this collective agreement.

(c) All monies deducted from employee's earnings pursuant to this article, are to be forwarded to the Treasurer of the Union and shall be accompanied by particulars identifying each employee and the

deductions made on the employee's behalf, on or before the end of each month following that in which the deductions were made.

(d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for union dues, and changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amounts specified in the assignment wages form signed by the employee, the Employer can require the employee to sign a new form reflecting the amounts to be deducted prior to making such deductions.

(e) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit it as per (c) above.

(f) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

(g) The Employer agrees to record the amount of union dues deducted on each employee's T4 slip.

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

(i) The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to direct the workforce and manage and operate its business in all respects. The Union also recognizes the right of the Employer to exercise its management functions and without restricting the generality of the forgoing, to operate and manage its business, facilities and operations as it sees fit including, but not limited to, directing its workforce as necessary; the right to hire; the right to discipline and discharge employees; determine job content, duties, responsibilities, job codes and classifications; promote and demote; assign and schedule work; establish standard operating procedures and means of performing work; assess the performance of employees; design and implement training programs, determine when training is required; determine the number of employees to be employed, the duties to be performed; and establish policies, work rules and procedures as appropriate .

The Employer reserves the right to supplement and alter, as and when deemed necessary, reasonable rules and regulations to be observed by the Employees. It is agreed that the rules and regulations may cover all aspects of the operations of the Employer. It is further agreed that the Employer is entitled to make any changes which may be necessary to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives or regulations of any government which apply to the operations of the Employer, pursuant to Article 23 - Regulatory Requirements. The Employer retains any and all of its prior rights, which have not been specifically restricted by the provisions of this collective agreement.

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Procedure

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

- (1) differences concerning the interpretation, application, operation or alleged violation of the provisions of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be in the grievance procedure in this article.
- (c) Should the Employer wish to file a grievance it will be introduced at Step 3 in which case the time limits for discussion and reply shall follow the same time limits in this article, including the right to refer to arbitration.

7.2 Step 1 - Notification and Informal Verbal Discussion

- (a) The first step of the grievance procedure requires every effort to be made to settle the dispute informally, with the designated excluded employee's manager, or alternate. The employee must notify their manager or alternate in writing or email that there is a potential grievance no later than seven calendar days from:
- (1) the date on which the employee first became aware of the action(s), incident(s) or circumstance(s) giving rise to the concern; or
 - (2) the date on which the employee was disciplined.
- (b) After the employee notifies their manager or alternate, an informal discussion will take place. The employee shall have the right to have their shop steward present during such discussion. It is the employee's responsibility to request a shop steward. Where the employee is a shop steward, they shall not act as a shop steward in respect of their own grievance but shall submit the grievance through another shop steward or staff representative present at the discussion.
- (c) The informal meeting must take place within 14 calendar days of when the employee notified the Employer of the potential grievance. If the informal meeting does not resolve the matter, the employee may prepare and present a grievance within 10 days of the informal meeting as set out below at Step 2.

7.3 Step 2 - Preparation and Presentation of a Grievance

Should the matter remain unresolved at Step 1, the employee may present a grievance, through their shop steward or staff representative, to the Human Resources Director or designate within 10 calendar days of the informal meeting outlined in Step 1 above, by completing and providing a written grievance on the grievance form agreed to by the parties. The grievance form includes the following information:

- (a) The employee's basic personal information;
- (b) the details of the grievance and the circumstances in which it arose;
- (c) the article(s) or clause(s) of the collective agreement infringed or alleged to have been violated;
- (d) related documents and correspondence, if applicable; and
- (e) the remedy or correction required.

7.4 Step 3 - Grievance Meeting

- (a) Within 14 calendar days of receiving the grievance at Step 2, the Human Resources Director, or designate, and the staff representative or designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This Step 3 meeting may be waived by mutual agreement.
- (b) Human Resources Director, or designate shall reply in writing to an employee's grievance directly to the staff representative within 14 calendar days of the Step 3 meeting.

7.5 Failure to Act

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

7.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 8 - Arbitration Procedure, the staff representative may refer the matter to arbitration, and will advise the Human Resources Director, or designate, in writing within:

- (a) 14 calendar days after the Employer's Step 3 response has been received, or
- (b) 14 calendar days after the Employer's Step 3 response was due.

7.7 Administrative Provisions

- (a) Replies to grievances at Step 3 of the grievance procedure and notification to arbitrate shall be by courier, mail or email.
- (b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were hand delivered, mailed or received by email to the appropriate employer representative.

7.8 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal, or suspension exceeding 14 calendar days, the grievance may be filed directly at Step 3 within seven calendar days of the date on which the dismissal, or suspension exceeding 14 calendar days occurred, or within seven calendar days of the employee receiving such notice.

7.9 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, employer representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the grievance is withdrawn, in writing, within 30 calendar days of the complaint being filed with the Employment Standards Branch.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint, provided the Human Rights complaint is filed and pursued in a timely manner.

7.10 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the difference shall be discussed between the employee's manager, or designate, and the union staff representative within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute directly to arbitration, as set out in Article 8 - Arbitration Procedure.

7.11 Technical Objections to Grievances

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

ARTICLE 8 - ARBITRATION PROCEDURE

8.1 Notification and Arbitrators

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties, after exhausting the grievance procedure in Article 7 - Grievance Procedure, may notify the other party within 30 days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to arbitration.
- (b) The following arbitrators will be considered preferred arbitrators, however both parties are not limited to the arbitrators listed below and can suggest an alternate:
- Ken Saunders
 - Corinn Bell
- (c) Scheduling an arbitrator will be done by mutual agreement within 90 days of the matter being advanced to either expedited or formal arbitration.

8.2 Case Management

The parties may meet to discuss case management issues as required and to review outstanding grievances filed at arbitration. The purpose of the case management will be to determine, by mutual agreement, those grievances and arbitrations that may be suitable for resolution.

8.3 Expedited Arbitration

If a grievance is not resolved at Step 3, the parties may, by mutual agreement, refer the grievance to expedited arbitration. The notice to proceed to arbitration must be provided to the Human Resources Director or designate:

- (a) Generally, a grievance pertaining to the following matters are not considered suitable for expedited arbitration:
- (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;
 - (5) grievances where a party intends to raise a preliminary objection;
 - (6) grievances involving a claim of duty to accommodate;
 - (7) demotions; and
 - (8) suspensions of over 14 days.

- (b) A grievance falling into any of the above listed categories may be resolved by expedited arbitration by mutual agreement of the parties.
- (c) The Arbitrator, who shall act as the sole Arbitrator, shall be chosen by mutual agreement between the Union and the Employer. In the event the parties cannot agree on an arbitrator either party may make an application for the appointment of an arbitrator pursuant to the *Labour Relations Code*.
- (d) The expedited arbitration process is intended to be informal.
- (e) The parties will use as few authorities as possible.
- (f) The parties will not use outside counsel for expedited arbitration.
- (g) All settlements shall be without precedence and without prejudice and shall not be relied on by the parties in respect to any other matter.
- (h) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.
- (i) The parties shall equally share the cost of fees and expenses of the Arbitrator.

8.4 Expedited Arbitration Hearing and Award

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

8.5 Formal Arbitration

- (a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 8.3(a) above, either party may refer the grievance to the formal arbitration procedure.
- (b) The Arbitrator shall be chosen by mutual agreement between the Union and the Employer. In the event the parties cannot agree on an arbitrator the parties will seek the assistance of the Labour Relations Board pursuant to the *Labour Relations Code*.
- (c) Once either party has made such a referral, the request shall be made to set a date and agree on an arbitrator.
- (d) The Arbitrator assigned may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall, where possible, render a decision within 60 days of the conclusion of the hearing.

8.6 Authority of the Arbitrator

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

8.7 Cost Sharing

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

8.8 Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

ARTICLE 9 - DISCIPLINE**9.1 Dismissal, Suspension and Discipline**

(a) Provided it does not result in a delay to disciplinary action being taken, when an employee is being issued a formal written warning, suspended or discharged, the employee will have the right to have a shop steward present when discipline is being issued. The Employer agrees that it will advise the employee of this right prior to the discipline being issued. In cases where a shop steward is the subject of discipline, the shop steward will be afforded the opportunity to be represented by a staff representative of the Union.

(b) The employee shall be provided with a copy of all disciplinary documentation being placed in their file. In cases where a shop steward is present at a disciplinary meeting, the Employer will provide a copy of the discipline being issued to the shop steward. The Employer will also provide the Union with a copy of all letters of termination given to bargaining unit members.

(c) Discipline, up to and including discharge of employment, shall be in accordance with the principles of progressive discipline. The Employer may, subject to the severity of any infraction of a similar or different nature, escalate the discipline to the appropriate level. The Employer has policies, which are amended from time to time, that may be used to provide guidance in the application in the principles of progressive discipline.

9.2 Limitation on Holding Discipline Against Employees

Disciplinary action recorded against an employee will be removed from the employee's file after 12 months, provided there have been no further infractions.

Only time spent as an Employee in active status will count towards the 12-month period referred to above. Any absences by an Employee from work of 30 days or greater will result in a stopping of the running of the 12-month period until the Employee returns to work.

9.3 Personnel File/Performance Appraisals

(a) The employee, the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee or the President of the Union or their designate shall give the appropriate management reasonable notice prior to having access to such files. Personnel files will be kept in a secure location and will only be accessible to designated personnel.

(b) Performance appraisals will be used for the purpose of evaluating an employee's ability to complete a trial period in a new position and for the purpose of annual appraisals. Employees will be given copies of their appraisal.

9.4 Abandonment of Position

An employee who fails to report to work for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. If requested within 10 calendar days, an employee will be afforded an opportunity to demonstrate that there were exceptional grounds for not having responded to the Employer.

ARTICLE 10 - SENIORITY**10.1 Company Seniority**

- (a) Company Seniority is defined as the employee's length of service calculated from the employee's date of hire with Great Canadian. If the employee is terminated and then is rehired, Company seniority is defined as the Employee's most recent date of hire with Great Canadian.
- (b) Company seniority of each regular employee covered by this agreement will be established after the employee has successfully completed the probationary period after which an employee's Company Seniority shall be backdated to the employee's hire date. In the event that two or more employees are hired on the same day, Company Seniority shall be determined by the employee number with the employee with the lowest number having highest Company Seniority.

10.2 Classification Seniority

- (a) Upon completion of the requirements of Clause 10.1(b) above, regular employees will establish a new Classification Seniority date. The Classification Seniority date is defined as the start date of the employee in their Classification at River Rock. This Classification Seniority date shall apply for scheduling hours of work and vacation but will not apply to casual employees as set out in this article.
- (b) The job code, and classification seniority list, will be posted two weeks in advance of the time shift selection process are to commence.
- (c) When two or more employees within the same primary classification have the same hire date for the primary classification, placement on the classification seniority list will be determined by Company Seniority.
- (d) If there is no differentiation for two or more employees after considering Classification Seniority and Company Seniority, then Classification Seniority will be determined by the employee number with the employee with the lowest number having highest seniority.
- (e) Effective upon date of ratification, all current and previously recognized Classification seniority dates will be considered accurate.
- (f) When an employee is promoted or transferred within the same department, they will retain their relative seniority order in the previous classification and may maximize in that classification based on classification seniority.

10.3 Loss of Seniority

Employees shall lose their seniority and will no longer be Employees if:

- (a) they are discharged by the Employer and not reinstated through the grievance or arbitration procedure of this agreement; or
- (1) they voluntarily resign; or
 - (2) they have been laid off from the bargaining unit for a period in excess of six months; or
 - (3) they are recalled from a layoff and fail to reply within three calendar days after they have been notified by registered mail by the Employer subject to Article 11.2(c); or
 - (4) they fail to return to work on the completion of any authorized leave of absence including a medical leave of absence or vacation unless a reason satisfactory to the Employer is given within three working days of the completion of the authorized leave of absence or vacation; or

- (5) registration requirements are not granted or are revoked by the Gaming Policy and Enforcement Branch; or
- (6) they accept employment in a non-bargaining unit position within River Rock for more than 12 consecutive months; or
- (7) they do not return and are not likely to return in the near future from a medical leave after more than three years.

10.4 Casual Employees

- (a) Casual employees will be called and offered shifts based on their current hire date with Great Canadian, within their job codes and their skill set. For purposes of offering shifts to a casual employee, Company Seniority within a Classification will be used to determine who will be offered the shift first.
- (b) For Culinary, casual employee's shifts will be offered based on an employee's Classification seniority and the required job code to perform the work in their department.
- (c) To remain on the casual list, employees must commit to working a minimum of 25 shifts per year when offered and generally one Friday, Saturday or Sunday per week. Refusal to work a minimum of 25 shifts (provided more than 25 shifts are offered) will result in the employee dropping to the bottom of the call-in list or result in the employee's termination. Casual employees cannot trade assigned and accepted shifts.
- (d) In the event a casual employee applies and accepts a position as a regular employee, they will move to the bottom of the Classification Seniority List but the company seniority shall be used for vacation scheduling.
- (e) Once every 12 months regular employees may move from a regular employee to a casual employee, should they apply and be the successful applicant of the casual vacancy.

ARTICLE 11 - LAYOFF & RECALL

11.1 Layoff Procedure

- (a) Before a layoff of more than 10 employees occurs, the Employer will consult with the Union/Management Committee to discuss possible ways to lessen disruption to customers and staff.
- (b) Layoff from the bargaining unit shall be determined by Company Seniority, in reverse order of seniority within their department, provided the more senior employee retained has the required skill, ability, qualifications and certifications to perform the duties within their department.
- (c) In all cases of layoff, the Employer shall offer employees a temporary layoff for a period of up to 26 weeks with the right of recall. Employees, who are not recalled within this designated period, will have their employment terminated and will lose any seniority or recall rights.

11.2 Recall Procedure

- (a) Employees shall be recalled in the order of their Company Seniority within the department and for the required job code, with the most senior employee being recalled first, provided the recalled employee has the required skill, ability, availability, qualifications and certifications for the job code to which they are being recalled.
- (b) The Employer shall provide employees with at least five calendar days' notice of recall. Employees shall be notified of recall using telephone or email. An employee being recalled must contact the

Employer within three days of receipt of the notice to establish a mutually agreeable return to work date that is no longer than 15 days after contact. In the case of illness or injury of the employee, the Employer may make alternate arrangements until the recalled employee is able to return to work.

(c) If an employee does not respond within three calendar days of notification, the employee will lose all seniority and will be terminated. If requested within 10 days, an employee will be afforded an opportunity to demonstrate that there were exceptional grounds for not having responded to the Employer.

(d) The employee on layoff shall be responsible for ensuring the Employer has their up to date contact information to inform the Employer in the event they change their email, telephone number, or mailing address.

11.3 Urgent Recall

In circumstances where the Employer must fill a vacant position, without delay, the Employer shall give notice of recall by telephone only by calling employees in the recall list in company seniority order, until the Employer is able to find a qualified employee who is prepared to report to work immediately.

11.4 Notice of Layoff and Severance Requirements

(a) Employees subject to layoff are entitled to layoff notice or pay in lieu of notice at the Employer's discretion as follows:

- (1) after three consecutive months of employment, one weeks' notice or pay in lieu;
- (2) after 12 consecutive months of employment, two weeks' notice or pay in lieu;
- (3) after three consecutive years of employment, three weeks' notice or pay in lieu, plus one additional week for each year of service up to a maximum total of eight weeks' notice or pay in lieu; or
- (4) a combination of notice and pay in lieu of notice equivalent to the amount stipulated in (1) through (3) above.

(b) The amount the Employer is liable to pay is calculated by totalling the employee's weekly wages during the last eight weeks in which the employee worked; dividing the total by eight and multiplying the result by the number of weeks wages the Employer is liable to pay.

ARTICLE 12 - HOURS OF WORK

Due to the nature of the Employer's 24/7 operations, hours of work will vary based on operational needs. A set number of hours per day or week cannot be guaranteed. The following are the anticipated normal hours of work.

12.1 Straight-Time Hours of Work

(a) The hours of work for regular full-time employees will be as follows:

- (1) eight hours in any one working day and not more than 40 hours in any seven-day workweek (Sunday to Saturday);
- (2) ten hours in any one working day and not more than 40 hours in any seven-day workweek (Sunday to Saturday).

- (3) Not more than five consecutive days within the seven-day workweek (Sunday to Saturday), with two consecutive days of rest unless split days of rest are requested by the employee.
- (4) For Table Games, the hours of work for the Breaker will be as follows:
 - (i) Seven hours and 45 minutes in any one working day but not more than two times in a seven day workweek (Sunday to Saturday)
- (b) The hours of work for regular part-time employees will be as follows:
 - (1) Up to and a range of six to ten hours in any one working day and not more than 40 hours in any seven-day workweek (Sunday to Saturday).
 - (2) Not more than five consecutive days within the seven-day workweek (Sunday to Saturday), with two consecutive days of rest unless split days of rest are requested by the employee.
- (c) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours and six days per week without accruing any overtime entitlement.
- (d) It is understood that shifts that commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins.

12.2 Rest Periods

- (a) All employees, with the exception of table games, shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift.
- (b) For the table games department, the employees shall receive a 15-minute paid rest period after a maximum of 60 minutes of work; all craps dealers when dealing craps will receive a 20-minute paid rest period after a maximum of 60 minutes of work.
- (c) Rest periods, except for table games, shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.
- (d) For employees working a 10-hour shift, a third 15-minute paid rest period will be scheduled into the daily hours.

12.3 Meal Periods

All employees, with the exception of table games, who work periods of six hours or more in duration, are entitled to a paid meal period. Meal periods shall be uninterrupted except for emergencies and scheduled as close as possible to the middle of the shift. The meal period shall be 30 minutes in duration.

12.4 Meals Provided by Employer

Employees will be entitled to a 35% discount on all food venues operated by the Employer, with the exception of franchised outlets, the Buffet and third-party restaurants.

ARTICLE 13 - SHIFT WORK**13.1 Shift Differential for Night Shifts**

Employees who work shifts as defined below, shall receive an additional shift differential for the hours worked:

- Night Shift 75¢ per hour
- All hours worked between midnight through and including 07:00 hours.

ARTICLE 14 - CASINO SCHEDULING (CASINO OPERATIONS)**14.1 Definitions**

For the purposes of this article:

"Fixed full-time bid line" - means full-time scheduled hours scheduled within a fixed bid line with consecutive days off.

"Regular Flex bid line" - With the exception of Guest Services, applies to employees who have been part of a shift selection process and means an employee who is scheduled a minimum of 24 hours without guaranteed start times or consecutive days off, and shall be scheduled at the earliest start time based on their classification seniority within their job code that they have selected or been assigned during the shift selection process.

"Fixed part-time bid line" - means part-time scheduled hours with a minimum two consecutive days within a fixed bidding block.

14.2 Scheduling Hours of Work

(a) The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. Designated days of rest and work schedules, for all employees with the exception of casual on call and probationary employees, in each classification, will be included in a shift selection process once a year in October or November in order to select their job code within their classification. The new schedule will be effective the first pay period of January in each year. If operational needs so require the Employer may elect to commence an additional shift selection process during the year.

(b) Detail of the shift selection process as set out in this article will be posted at least two weeks prior to the scheduled selection date, inclusive of classification seniority and job code(s).

(c) The Employer and the Union recognize that the nature of the Employer's business fluctuates and operational needs can change frequently and unexpectedly which can change the days and hours of work, both weekly and daily, as well as start and finish time and days off. Notwithstanding the Employer's right to schedule based on operational needs, or if exercising MOU 3 (Alternative Scheduling for Article 14 and 15). For table games, individuals scheduled on a fixed bid line within a weekly work schedule will not have their start times vary outside their bidding block and will have consecutive days off. This does not apply to employees on a flex bid line. Flex bid lines will be scheduled with a minimum of 24 hours. For Table Games, the list of bidding blocks will be:

- (1) DE - Day Early - 05:45-08:45
- (2) DL - Day Late - 09:00-11:45
- (3) ME - Mid Early - 12:00-14:45
- (4) ML - Mid Late - 15:00-16:45

- (5) NE - Night Early - 17:00-21:15
- (6) NL - Night Late - 21:30-23:45

(d) Employees may elect to drop shifts by completing a log sheet in advance of the posted work schedule. Approval will be based on operational needs.

14.3 Schedule Selection Process

(a) Regular employees shall select their respective job code work schedules, subject to operational requirements, based on classification seniority. Once the schedule selection process is complete, these schedules shall remain in place until the next schedule pick.

(b) All employees will have a specific time allotted for the selection process. It is the employee's responsibility to make sure that they are available for their meeting, to receive the call from the Employer, or have assigned another employee in writing to make their selection for them if they are on vacation or leave. If an employee is not available at their time and does not assign another employee to make their selection, the employee will temporarily be assigned a flex bid line. The schedule selection will continue with the next most senior employee making their selection. When the employee who was not available at their time, becomes available, they will select from the remaining lines and will not be able to bump a less senior employee who has selected a bid line before them. Schedule selection may not be challenged or grieved if the process in 14.2(b or c) is followed.

(c) Use of a phone for bid selection may be used. If the employee elects to select their bid line by phone, the employee must be available and ready to immediately select their bid line once they receive the call from the Employer. If the employee is not available or does not answer the phone when the Employer calls, the employee will be given a ten-minute timeframe in which to return the telephone call. If the employee does not return the telephone call to make their bid line selection within 10 minutes, the selection will continue with the next most senior employee making their selection next. The employee phoning in will have their selection acknowledged and slotted at the time of their phone-in and will not be able to bump a less senior employee who has selected their bid line. Phone selection may not be challenged or grieved if the process in 14.2 (b or c) is followed.

(d) Team members, by classification seniority and any specialized skill if required, will select either a full-time fixed, a regular flex, or part-time fixed bid line. Team members may pick any bid line in which they have a job code.

(1) Once all fixed bid lines have been selected, the remaining employees must select flex bid lines.

(2) Once all flex bid lines are selected, the remaining team members must select the remaining fixed bid lines.

(3) If, at the end of the schedule pick, a bid line remains vacant, the bid line would be assigned to the most junior classification employee.

(e) Once the employee has made their selection and pending all bid lines being chosen pursuant to 14.2(d), a Schedule Pick Shift Selection will be completed and witnessed by an employer and union representative. The union witness will be designated by the Union and will be without loss of pay and without interruption to the Employer's scheduled shift selection process.

(f) Employees must be available to work all shifts within the work schedule they have selected.

(g) Employees on approved leaves of absence of less than six months are permitted to participate in the selection process in order of classification seniority. The Employer will attempt to contact the employee on leave at least two weeks prior to the scheduled selection date.

(h) Designated days of rest and work schedules that become available during the year after the selection process will be available at the next schedule selection process in order of classification seniority.

14.4 Temporary Vacancies and Vacant Schedules

All newly hired and promoted employees will be placed in the flex bid line.

14.5 Changes in Work Schedules

In situations other than unexpected operational needs, scheduled employees are entitled to 48 hours' notice of any change in the start and finish times of any shift within their schedule. Start and finish time changes shall be limited to three-hour variance to an existing shift.

14.6 Exchanging Shifts

Employees may, by mutual agreement, exchange shifts within a seven-day period provided that the employees have the skills, ability, and training to perform the work required and provided that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime would not have occurred in the first instance. Request to exchange shifts must be approved by the employee's manager and will not be unreasonably denied. Employees will be required to give at least 48 hours' notice and must work in the same department.

14.7 Maximization of Shifts

Regular flex and fixed part-time employees may maximize their hours by working additional hours within their own classification. When there are no hours available in their own classification, employees may maximize their hours by working in a different classification provided they do not exceed 40 hours a week. Regular flex and fixed part-time employees will complete an availability form to maximize hours.

14.8 Changes to Availability

Regular flex and fixed part-time employees, who have not opted to maximize their shifts, and with less than 40 scheduled hours per week, who wish to increase their availability may do so by giving the Employer no less than two weeks written notice. Implementation of the new availability, where shifts are available, will be in place on the next biweekly schedule, after the two weeks' notice has been provided to the Employer. A change in availability pursuant to this clause will not permit one employee to displace another employee from a shift that has already been assigned during Schedule Shift Pick Selection.

14.9 Shortages

(a) Where there is an unexpected need for employees to work additional hours or shifts, employees who have not yet worked 40 hours in a week will first be offered the additional shifts.

(b) If there is still a need for additional hours or shifts to be worked, the additional shifts will be assigned next to employees who request the extra shifts.

(c) Where there are still additional shifts and not enough volunteers to fill the available shifts, then extra shifts will either be assigned, beginning with the employee with the lowest classification seniority and the job code required to perform the work, or an outside contractor will be used to complete the necessary work, when there are no employees available, within the department and the job code required to perform the work.

14.10 Lateness and Absences

- (a) Employees will be in their respective assigned working locations, ready to commence work at their designated starting times, and they will not leave their working locations at times or in a manner inconsistent with the terms of this agreement.
- (b) It will be the responsibility of employees to familiarize themselves with the work schedules which the Employer posts at regular intervals, and to report for work in accordance with the information contained in such work schedules.
- (c) If an employee is going to be absent from work, the employee will make every reasonable effort to notify their designated supervisor at least four hours before the scheduled start time for shifts.

14.11 Biweekly Schedules

- (a) Work schedule will be posted at least four days in advance of the start of the scheduling period (barring any unusual or exceptional circumstances). Each schedule will cover two weeks of work.
- (b) Work schedule will be posted on the Employer's bulletin board. The work schedule will contain the following information:
 - (1) employee's name,
 - (2) days off, and
 - (3) expected start time.

14.12 Alternative Schedules

If a group of employees in any one department has a suggestion for implementing a more efficient schedule, scheduling of part-time workers or the implementation of scheduling preference forms, the suggestion will be discussed by the Joint Union Management Committee, but the Employer will be under no obligation to implement the suggested schedule.

ARTICLE 15 - SCHEDULING (HOTEL OPERATIONS AND CULINARY)**15.1 General**

- (a) This article applies only to employees working in the housekeeping and culinary departments.
- (b) It is recognized that the Employer has the right to schedule the hours of operation and employee days and hours of work to meet the changing operational needs of the business.
- (c) The Employer and the Union further recognize that the nature of the hotel industry is characterized by wide fluctuations in business levels and activity, and therefore agree that the days and hours of work, both weekly and daily, as well as start and finish times, and days off may vary based on the Employer's operational requirements.
- (d) All Hotel Operations scheduling under this article will be by classification/job code seniority. For scheduling and vacation purposes only, all Culinary scheduling under this will be by job code/classification seniority within their respective outlets.

15.2 Preference Forms

- (a) Each year will be divided into two segments, November to and including February; and March to and including October.

(b) Where possible, two weeks prior to the commencement of each segment, the Employer will post a schedule that will represent, as closely as possible, the start times that are expected to be available in that department during the upcoming segment. Schedules for banquet events will be posted where possible weekly.

(c) One week prior to the commencement of each segment, every employee will be required to complete an Employee Record of Scheduling Preferences form (the "*Preference Form*") on which will be registered, in the case of each employee, their preferences regarding weekly days off and a.m., p.m., and midnight shifts and preferred food and beverage outlet in which they have seniority. On the form indicating preferences from March to and including October the Preference Form will allow employees to indicate set days off, if they choose. The Preference Form will also indicate if an employee is willing to work additional and consecutive days.

(d) At the time of hiring, each new employee will be required to complete a Preference Form on which will be registered their preferences or availability in accordance with Clause 15.2(c) above.

(e) The availability registered on the Preference Forms will be binding on the employees throughout the ensuing segment, and will remain in force until replaced by another Preference Form.

15.3 Scheduling Process

(a) The Employer will create the work schedules based on the employees' Preference Forms, by classification seniority, and for Culinary employees, the highest classification seniority within the Food and Beverage Outlet that they work.

(b) For Hotel Operations and Culinary, with the exception of those working in Housekeeping, Banquets or Stewarding, work schedules will be posted at least four days in advance of the start of the scheduling period (barring any unusual or exceptional circumstances). Each schedule will cover two weeks of work. For Housekeeping, Banquets and Stewarding, work scheduled will be posted at least 48 hours in advance of the start of the scheduling period. Each schedule will cover one week of work.

(c) If employees indicate on their Preference Form that they are willing to work consecutive days, they will not be scheduled more than seven consecutive days in any two-week period, to be followed by two consecutive days of rest, unless by mutual agreement between the employee and Employer.

(d) Work schedules will be posted on the Employer's bulletin board. The work schedule will contain the following information:

- (1) employee's name;
- (2) days off; and
- (3) expected start time and length of shift.

15.4 Shortages

(a) Where there is an unexpected need for employees to work additional hours or shifts, employees who have not been scheduled 40 hours in a week will first be offered the additional shifts.

(b) If there is still a need for additional hours or shifts to be scheduled, the additional shifts will be assigned next to employees who request the extra shifts including the offer of overtime.

(c) Where there are still additional shifts and not enough volunteers to fill the available shifts, then extra shifts will either be assigned, beginning with the employee with the lowest classification seniority, or an outside contractor will be used to complete the necessary work, when there are no employees available, within the department and the job code required to perform the work.

15.5 Lateness and Absences

- (a) Employees will be in their respective assigned working locations, ready to commence work at their designated starting times, and they will not leave their working locations at times or in a manner inconsistent with the terms of this agreement.
- (b) It will be the responsibility of employees to familiarize themselves with the work schedules which the Employer posts at regular intervals, and to report for work in accordance with the information contained in such work schedules.
- (c) If an employee is going to be absent from work, the employee will make every reasonable effort to notify their designated supervisor at least four hours before the scheduled start time for shifts.

15.6 Changes in Work Schedules

In situations other than unexpected operational needs, scheduled employees are entitled to 48 hours' notice of any change in the start and finish times of any shift within their schedule. Start and finish time changes shall be limited to three-hour variance to an existing shift.

15.7 Exchanging Shifts

Employees may, by mutual agreement, exchange shifts within a seven day period provided that the employees have the skills, ability, and training to perform the work required and provided that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime would not have occurred in the first instance. Request to exchange shifts must be approved by the employee's manager and will not be unreasonably denied. Employees will be required to give at least 48 hours' notice and must work in the same department.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

- (1) eight or as the case may be 10 hours per day;
- (2) 40 hours per week;

and does not include time the employee is on a paid meal break.

- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

16.2 Overtime Compensation

Employees requested to work overtime in excess of eight or 10 hours per day shall be paid:

- (a) time and one-half for the first four hours of overtime in excess of eight hours worked or time and one-half for the first two hours of overtime on a scheduled workday of 10 hours;
- (b) double-time for hours of overtime worked over 12 in one workday; and
- (c) time and one-half for all hours of overtime worked beyond 40 hours in a workweek.

and does not include time the employee is on a paid meal break.

16.3 Rest Interval

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

16.4 Callback Provisions

Employees called back to work, after they have punched out and left the site, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates.

16.5 Allocation of Overtime

For the Culinary and Hotel Operations Departments, overtime work shall be allocated as set out in Article 15 - Scheduling (Housekeeping and Culinary).

For Casino Operations, overtime shall be allocated as follows:

- (a) After the employee's schedule pick is confirmed, employees who are interested in working overtime shall sign up on a volunteer overtime list. The volunteer overtime list shall be based on days of the week the employee is available and interested in working overtime;
- (b) Where overtime is available, it will be offered to the employee with the highest classification seniority and job code required and who has expressed willingness and indicated their availability for the day in which overtime is available;
- (c) Only employees who have indicated their availability and willingness to work overtime on a specific day will be contacted and offered overtime;
- (d) The most senior employee based on classification seniority and job code required will be offered the overtime. Pre-scheduled overtime for casino operations will be based on a rotational basis. Where there is still overtime to be allocated and no volunteers available to fill these shifts, then the additional overtime will be assigned beginning with the employee with the lowest classification seniority within the department and the job code required to perform the work. Random overtime which becomes available on the day of will be offered by start time and classification that are working that day. In the event there are no volunteers available to fill the overtime requirement, the overtime will be assigned with the employee that is working who has the lowest classification seniority within the department and the job code required to perform the overtime based on start time.

16.6 Early Out

- (a) An early out list will be created on a first request basis. Employees requesting early out must notify the Employer on the early out list no earlier than 15 minutes before the start of their shift. Employees can add their name to the posted early out list at any time during their shift. However, employees on the early out list will be offered early outs based on various factors - operational requirements, skills, start times and costs. In an overtime situation, the most senior employee will be offered the early out first even before the employee who requested the early out first.
- (b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the Employer that they request an early out, the Employer will canvass employees in no particular order to ask for volunteers. The early out will be granted on a first canvassed, first granted basis.

(c) Where the Employer determines that the operational requirements can be met with less staff after employees have begun working and no employees or an insufficient number of employees have been asked and accepted to voluntarily leave their shift early, the Employer may require employees to end their shifts, in reverse order of Company seniority. Employees will be provided a minimum of four hours work before they are required to leave early. Employer mandated (forced) early outs will be limited to no more than four hours per employee per week. Employees are responsible for informing the Employer when they have reached the four-hour early out maximum. An employee may accept more than four hours of early out per week.

16.7 No Layoff to Compensate for Overtime

Employee daily hours worked will not be reduced during their scheduled hours of work to equalize any weekly overtime work.

16.8 Right to Refuse Overtime

Where no employee is willing to work overtime, and there is an unexpected operational need to do so, the employee with the lowest classification seniority and the required skills will be required to work overtime on a reverse seniority basis.

ARTICLE 17 - STATUTORY HOLIDAYS

17.1 Statutory Holidays

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

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

(b) Any other holiday proclaimed as a paid holiday by the government of the Province of British Columbia shall also be added as a statutory holiday.

17.2 Payment for a Statutory Holiday

(a) Regular full-time employees will receive a normal day's pay.

(b) Regular part-time and casual employees shall receive a normal day's pay.

(c) For the purposes of this clause, a normal day's pay shall be for all hours worked, exclusive of overtime, as follows:

- For an employee who worked 15 or more days of the 30 days prior to the paid holiday, an amount equal to a full day's pay.

(d) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half times their wage rate for any hours worked on a statutory holiday, in addition to the payment provided for in (c) above.

(e) An employee who works in excess of 12 hours on the statutory holiday shall be paid at double-time for all such additional hours worked.

- (f) For the purpose of Clause 17.2(c) above, vacation will be considered a workday.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Vacation Entitlement

An employee's anniversary date of employment shall determine their annual vacation entitlement and payment.

- (a) Employees who have completed 1 year of service shall be entitled to 10 days' vacation.
- (b) Employees who have completed 5 years of service shall be entitled to 15 days' vacation.
- (c) Employees who have completed 10 years of service shall be entitled to 20 days' vacation.
- (d) Employees who have completed 20 years of service shall be entitled to 25 days' vacation.
- (e) Employees who have completed 25 years of service shall be entitled to an additional five days of unpaid vacation.

Employees will earn vacation pay as follows:

Start of employment	4% of gross earnings
After the completion of 5 years	6% of gross earnings
After the completion of 10 years	8% of gross earnings
After the completion of 20 years	10% of gross earnings

18.2 Annual Vacations and Vacation Pay

- (a) Employees are entitled to annual vacation pay, according to their completed years of consecutive service, calculated from their first date of work.
- (b) Annual vacation pay shall be calculated using the applicable percentage from Clause 18.1 above, of the employee's gross earnings for the preceding year.
- (c) "*Gross earnings*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.
- (d) Regular employees shall be paid their vacation pay while they are on vacation. Vacation will be paid at the team member's primary rate of pay as outlined in Appendix A.
- (e) Employees wishing a pay advance for a period of scheduled vacation leave must request the advance 30 days prior to the payroll cutoff date of the leave period. Such requests will be in writing. These advances will be paid prior to the start of the vacation leave period. Employees in receipt of an advance will not be permitted to cancel or postpone their vacation leave for which the advance is made. The advance payment will:
 - (1) not exceed any vacation accrued in the prior calendar year; or
 - (2) any remaining amount from prior years less previous vacation paid during the current year.
- (f) Any excess dollars remaining at the end of the vacation year will be paid out in the first quarter of the following year, provided the employee has exhausted their entire annual vacation entitlement.
- (g) Vacation balances will be made available to all employees.

18.3 Vacation Scheduling Preference by Seniority**(a) For Casino Operations**

Employees will pick annual vacation according to their classification seniority at the same time as they are making their schedule pick.

- (1) First choice, all employees must pick their vacation with a minimum of nine consecutive days, including regular days off; and
- (2) Second choice no restrictions to duration for the remainder of their vacation entitlement.

(b) For Hotel Operations

Employees will schedule annual vacation according to their classification seniority. Vacation requests must be submitted to department heads or representatives by November 30th of each year. Vacations will be booked as follows:

- (1) First choice and second choice, in blocks of seven consecutive days, including regular days off.
- (2) Third choice, in single days or blocks of less than seven days.
- (3) After November 30th, all requests will be treated on a first come, first serve basis.

(c) Vacation schedules will be based on operational requirements and will not be unreasonably denied.

(d) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, and by mutual agreement by the employee and the Employer. The vacation year shall be from January 1st to December 31st.

(e) Employees will be permitted to commence a single vacation period in one vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made for the years in which the vacation is taken.

(f) Where vacation requests are submitted after November 30th, the Employer shall respond in writing within 14 calendar days of receiving the request from the employee.

(g) Vacation time which remains unscheduled by November 30th of each year, in accordance with (a) above, shall be scheduled by the Employer, to be taken prior to December 31st of the following year.

(h) Casual employees may schedule vacation days singularly or consecutively, after the vacation scheduling for regular employees has been completed.

(i) The approved vacation schedule will be posted, once completed, but no later than December 15th for the upcoming year.

18.4 Vacation Scheduling for Casual Employees

(a) Casual employees may schedule vacation days singularly or consecutively. Requests for leave must be in writing and the total number of vacation days off per calendar year will be prorated, based on percentage of days worked, to:

- (1) 10 days for employees with less than five years of service.
- (2) 15 days for employees with five years.
- (3) 20 days for employees with 10 or more years of service.

- (b) Casual employees will receive vacation pay on each paycheque as follows:
 - (1) With less than five years of service: 4% of gross earnings.
 - (2) With five years or more of service: 6% of gross earnings.
 - (3) With 10 or more years of service: 8% of gross earnings

18.5 Callback from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency, or by mutual agreement.
- (b) When, during any vacation period, an employee is recalled to work, they shall be reimbursed for all reasonable expenses incurred in returning to work, upon submission of receipts (except for meals) to the Employer. However, it is incumbent on the employee to advise the Employer that they are away on vacation and that in order for them to return there would be costs incurred. In the event the Employer decides to request the employee to return from vacation based on that information, the Employer shall be responsible for paying for and booking the employee's return transportation to return home.
- (c) Time necessary for travel in returning to their place of work and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

ARTICLE 19 - SICK DAYS AND SICK LEAVE

- (a) The Employer will provide regular employees at the beginning of each calendar year, January 1st to December 31st, with three paid sick days. Sick days are to be used only for sicknesses, illnesses or injuries that prevent the employee from being capable of working.
- (b) Employees hired after January 1 of each year will not receive paid sick days until January 1st of the following year.
- (c) Unused sick days will be paid out in the first quarter of the following year provided the employee is still employed with the Employer. Unused sick days will not be paid out in the event the employee resigns, is laid off, or is terminated.
- (d) The employee shall inform the Employer as soon as possible of their inability to work because of illness or injury.
- (e) The Employer reserves the right to request medical documentation in support of any absence related to a disability or illness. The employee shall, if requested, provide the Employer with a medical certificate to the Employer's satisfaction that the employee was and/or is prevented from attending work. An employee claiming sick leave benefits may, at the discretion of the Employer, be required to attend at a doctor designated by the Employer, to substantiate their sickness or disability.
- (f) Once the three paid sick days are used, time spent by employees away from work due to injury or illness will be unpaid.
- (g) Employees who provide medical documentation to substantiate a longer medical absence will be issued a ROE to facilitate a medical leave.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

(a) All employees suffering a loss of an immediate family member will be eligible for up to three days' paid bereavement leave, commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, immediate family is defined as a spouse, parent, guardian, father-in-law, mother-in-law, grandparent, sibling, child or grandchild of an employee or someone living with the employee as a member of the family. Upon request, an employee will receive up to three additional days without pay of bereavement leave.

(b) An employee who needs to take Bereavement Leave will be asked to make their request in writing stating what the family member's relationship is and may be asked to provide supporting documentation when deemed necessary by the Employer and where available, and may include an obituary, notice or a copy of the deceased's death certificate.

20.2 Family Responsibility Leave

(a) An employee is entitled up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family.

(b) Employees who need to take Family Responsibility Leave must make their request in writing to their manager (providing as much advance notice as possible), stating the reason for the request, providing the start date of the leave and the return to work date. Upon approval, the employee's manager will adjust the schedule as required.

(c) For purposes of this article, "*immediate family*" means a spouse, parent, child of an employee and any person who lives with an employee as a member of the employee's family.

20.3 Court Attendance

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

20.4 Jury Duty

An employee, who is required to attend court as a juror or for jury selection, is considered to be on an unpaid leave of absence for the period of the jury duty. An employee who is required to attend court as a juror or for jury selection will provide as much advance notice as possible to their manager, and will complete and submit a request for leave of absence form with the supporting documentation to their manager. The employee will keep their manager informed of the required duration of participation in the jury selection or jury duty in order to make timely arrangements for a return to work. Upon returning to work from jury duty, an employee shall be returned to his or her former position and rate of pay.

20.5 Armed Forces or Humanitarian Leave

(a) Employees shall be entitled to unpaid leave for employment in the service of the Canadian Armed Forces. No benefits will be paid after the last day of the month in which the leave of absence begins. An employee who wishes to remain covered by the group benefits plan prescribed in this agreement may do so by paying the cost of the premiums, monthly in advance, subject to approval by the carrier of such plan. Employees requesting Armed Forces leave shall provide the Employer with at least 30 days' notice.

(b) The Employer reserves the right to review humanitarian leave requests and exercise their discretion as to whether such leave shall be granted. Factors which the Employer may consider in determining whether to grant humanitarian leave include but are not limited to the operational needs of the Employer and that the organization is a recognized organization providing humanitarian relief in Canada or abroad.

20.6 Compassionate Care Leave

An employee is entitled to leave without pay to provide care or support to a family member who has a serious medical condition with a significant risk of death within 27 weeks, and requires the care or support of one or more family members, as outlined in the *Employment Insurance Act*.

Family members include those defined in the *Employment Insurance Act* Compassionate Care Benefits.

Provided the employee continues to pay their portion of the benefits, and subject to contractual requirements, the Employer will agree to continue contributing their portion of the benefits. Benefits will continue up to a maximum of 27 weeks.

20.7 Personal Leave

Unpaid personal leaves of absence, other than those specifically provided elsewhere in this agreement, may be granted to employees, on an exceptional basis, upon request and following the process in Article 20.9. Granting of such a leave is within the discretion of the Employer and shall be based on operational requirements. Employees must submit a request for a personal leave at least 21 days in advance, when possible, of the requested start time for the leave. Employees will be required to use all remaining vacation time prior to making a request for personal leave.

Upon approval of a personal leave, employees will be required to first draw down on their vacation entitlements prior to taking an unpaid leave. Unless the employee declines, the original vacation days that have been adjusted to accommodate a personal leave request will be coded as personal leave and those days will be unpaid.

20.8 Special Citizenship Leave

A regular employee will be entitled to a one day special leave with pay to attend their formal hearing to become a Canadian citizen.

Leave shall be no more than one day and, in the event their citizenship ceremony is on a statutory holiday, the pay shall only be their regular pay on a straight-time basis. In addition, a minimum of 30 days' notice shall be given by the employee.

20.9 Leave Requests

All leave requests must be in writing and the Employer reserves the right to make reasonable requests for supporting documentation. The Employer will respond in writing within 14 calendar days of receiving any leave requests accepting or rejecting the request. Such leave requests will not be unreasonably denied. Leaves once approved by the Employer shall not be changed other than in cases of unexpected operational needs.

ARTICLE 21 - PREGNANCY/MATERNITY, PARENTAL AND ADOPTION LEAVE

For the purposes of administering the collective agreement, any reference to the term pregnancy leave corresponds to the current entitlements in effect under the maternity leave provisions set out in the

applicable *Employment Standards Act* and cannot be combined with those maternity leave provisions to extend the leave.

21.1 Pregnancy Leave

- (a) Upon written request, a pregnant employee is entitled up to 17 consecutive weeks of unpaid leave. This leave will commence no earlier than 13 weeks before the expected date of delivery, and end no later than 17 weeks after the leave begins.
- (b) A request to return to work earlier than 17 weeks must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work.
- (c) A request for pregnancy leave during the pregnancy must be made in writing, along with supporting documentation, at least four weeks before the proposed start date. A request to return from leave earlier than six weeks from the birth date must be made in writing at least one week before the proposed return date.
- (d) The Employer will, upon the request of the employee, modify the commencement of the pregnancy leave.
- (e) In the event that a team member cannot perform their duties due to due to medical issues associated with their pregnancy, the Employer acknowledges its duty to accommodate the team member up to the point of undue hardship which is determined on the basis of objective functional information provided by a qualified medical practitioner. It is the team member's responsibility to furnish this functional information to the Company so it can assess its ability to provide accommodation.

21.2 Parental Leave

- (a) Upon application, an employee will be granted a leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) In the case of a pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 21.1.
 - (2) In the case of the partner of the pregnant parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child.
 - (3) In the case of the adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the care and custody of the parent, or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
 - (4) Employees who submit a leave of absence request under Sections (1) to (3) shall provide at least 30 days notice in writing to the Employer and shall inform the Employer in writing of the length of leave intended to be taken.
- (c) Where both parents are employees of the Employer, the employees will determine the apportionment of the parental leave between them.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 - Pregnancy, Parental and Adoption Leave is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 21.1 - Pregnancy Leave and 21.2 - Parental Leave in respect of the birth or adoption of any one child will not exceed 78 weeks.

21.5 Return from Leave

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 21.1 - Pregnancy Leave and 21.2 - Parental Leave.

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on leave under this article, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer no less than one month prior to the expiration of the leave of their intent to return to their position.
- (c) The employee will be deemed to have resigned if they do not return to work by the date indicated on the initial leave request approved by the Employer unless the employees has prior approval to return at an alternate date.

ARTICLE 22 - HEALTH AND SAFETY**22.1 General**

- (a) The Employer, the Union and the employees agree to comply with the applicable provisions of the British Columbia *Workers Compensation Act* and British Columbia Occupational Health & Safety Regulation.
- (b) The Employer, the Union, and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health in the workplace.

22.2 Health and Safety Committee

- (a) Pursuant to the *Workers Compensation Act*, the Employer has already established a health and safety committee. The duties and responsibilities of the Health and Safety Committee are set out in the *Workers Compensation Act* and related regulations.
- (b) The Health and Safety Committee will consist of 20 members representing various departments. Ten of the members will be managers appointed by the Employer, seven will be appointed by the Union and three will be elected members from other non-unionized departments. In addition, one

representative from a contract company will be allowed the opportunity to attend the meeting as an observer.

(c) Committee membership appointments shall be based on a three-year term.

(d) The members of the Health and Safety Committee shall select two co-chairpersons. One from the employer appointed members and one from the union appointed members. The employer Co-Chairperson will be responsible for ensuring the attendance of the management members. Likewise, the union Co-Chairperson will be responsible for ensuring the attendance of the union appointed members.

(e) A copy of the minutes of the monthly Health and Safety Committee meeting will be posted as soon as possible following the meeting.

(f) Committee members will not suffer a loss of pay as a result of time spent in carrying out their duties. Committee members attending meetings on a scheduled shift off will be compensated at straight-time.

(g) The seven members appointed by the Union who complete 12 consecutive months of active service on the Committee will receive \$500 to reward and recognize their contributions that have benefited the entire team. Absences will only be excused when an employee is on vacation, required to work or is on an approved leave of absence. If the employee is not scheduled to work and they attend, they shall receive a \$50 stipend.

22.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

22.4 First Aid Attendants

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

(b) The Employer shall post open positions for first aid attendant. Selection will be based on classification seniority of those expressing interest, as well as physical ability to perform the duties of a first aid attendant. Employees who take time off at the direction of the Employer to take a recognized Occupational First Aid Program shall do so with pay. The cost of the course, and course materials shall be borne by the Employer once the Employee successfully passes the First Aid Program. The Employer will only pay for two attempts to complete the course.

(c) The responsibility of first aid attendants designated by the Employer shall be in accordance with the Occupational Health and Safety Regulation.

(d) Designated employees shall receive a premium of \$2.50 per hour for all hours worked as First Aid Attendants.

22.5 Workplace Violence/Aggressive Conduct

(a) The parties recognize that in some situations, employees may be at risk of physical violence or verbal abuse from guests. The Employer's obligations with respect to violence in the workplace are set out in the Occupational Health and Safety Regulation.

(b) The Employer also has a policy with respect to Violence in the Workplace and Dealing with Difficult Customers. All Employees must familiarize themselves with these policies and the training provided by the Employer.

22.6 Abusive Patrons

(a) The Employer will take reasonable precautions for the protection of employees from patrons who are abusive, (including using profane language directed at an employee) threatening or violent.

(b) In the event an employee is treated by a patron in an abusive, threatening or violent manner, the Employee must immediately report the incident to their supervisor or security. Supervisors or security officers will report such incidents to their Manager.

(c) The Employer may, where appropriate, and after investigation, remove a patron who has been found to be abusive, violent or threatening. The Union agrees that perceptions of patron behaviour can differ and that employee behaviour can contribute either directly or indirectly to the problem.

22.7 Investigation of Incidents

(a) The Employer shall continue to ensure all workplace accident/injuries are investigated in compliance with *Workers Compensation Act* requirements.

(b) In the event of a fatality the Employer shall notify the Union President, or designate of the nature and circumstances of the accident.

22.8 Transportation of Accident Victims

Transportation to and from the workplace to the nearest hospital for employees, requiring medical care as a result of an on-the-job accident, will be at the expense of the Employer.

22.9 Communicable Diseases

The Employer will maintain a communicable disease and vaccination policy. Employees shall be made aware of the policies.

ARTICLE 23 - REGULATORY REQUIREMENTS

The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

It is understood that the British Columbia Lottery Corporation and the Gaming Policy Enforcement Branch's terms and Conditions, Operating Guidelines, Policies, Rules and Regulations form the basis of the licence by which the Employer must operate and that maintaining the integrity and security of the gaming and hospitality is of significant importance.

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

The Employer will provide the Union notice of regulatory changes that affect the terms and conditions of the collective agreement as soon as possible once it notifies bargaining unit employees.

In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies makes invalid any provision of this agreement, the remaining provisions shall remain in effect for the term of this agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so invalidated, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or BC Lottery Corporation Policies. The Employer will provide the Union with information regarding the BC Lottery Corporations Policies or changes and amendments to the policies that are relevant to this collective agreement unless prohibited from doing so by the BC Lottery Corporation or other such prohibitions.

The parties agree these regulatory requirements and all other applicable laws and regulations will be followed and adhered to by employees, and that any violation may result in discipline up to and including discharge.

The parties agree that an employee must have licences and gaming clearances required by regulatory authorities as a condition of employment. An employee who is being investigated by GPEB or any other regulatory authority', will be suspended without pay until such time as GPEB or other regulatory authority issue their decision. An employee whose registration and/or necessary gaming clearances are cancelled or removed by the regulatory authority will be discharged. Such discharge will be subject to an employee's right to grieve such a discharge as outlined in Article 7 - Grievance Procedure.

ARTICLE 24 - JOB POSTINGS AND TRANSFERS

24.1 Posting Procedure

- (a) The Employer will post all permanent hourly vacancies within the bargaining unit on the employer bulletin board. The posting shall state the number of vacant or newly created positions anticipated. Copies of all postings will be forwarded to the Chair of the Union's Labour Management Committee.
- (b) Job postings shall be posted for a minimum of seven calendar days. The closing date shall be identified on all job postings.
- (c) Postings in Clause 24.1(b), above, shall contain the following information: title of position, duties, qualifications, process for making applications and wage range. Such qualifications shall not be established in an arbitrary manner.
- (d) All applications for posted positions shall be in writing on an application form provided by the Employer. Employees must be in their current position for at least six months and passed their probationary or trial period, before they can apply for a new position. Once the application form is completed by the employee, it will be forwarded to their manager in person for sign off and forwarded to the HR Department or the appropriate designated employee.
- (e) The factors to be considered when filling a vacancy with a bargaining unit candidate shall include, but not be limited to:
 - (1) Skills, abilities, experience, and qualifications
 - (2) Performance during the time with the Employer
 - (3) Seniority with the Employer

Where factors (1) and (2) are relatively equal, then factor (3) shall govern.

- (f) Nothing shall prevent the Employer from posting or filling a vacancy externally, though it is understood by the parties to this agreement that priority will be given to the internal candidate provided

the internal candidate has the same or equal skills, experience and qualifications as the external candidate and provided there is no discipline on the internal candidates' file, that would in the Employer's view affect their ability to successfully fulfill the duties of position.

(g) In filling positions under Clause 24.1(b) above, the successful applicant shall be given a trial period of up to 320 hours, or two months, whichever occurs first, to determine their suitability to perform the work required.

(h) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to their former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to their former position at the former rate of pay without loss of seniority. All affected employees will be required to wait for the next schedule pick for scheduling seniority.

24.2 Notification

(a) Unsuccessful employee applicants to posted positions will be notified they have not been successful in their application. Within seven calendar days of receiving such notification, an employee will be given the opportunity to meet with the Employer, and at the employee's request with a shop steward present, be given the reason(s) for their unsuccessful application.

ARTICLE 25 - TRAINING AND STAFF MEETINGS

25.1 Training Posting Procedure

The Employer may at its discretion determine whether to offer job related training, when training shall occur, and the content of any such training.

(a) All course postings will indicate the specific training being offered. The training opportunity shall be posted for a minimum of seven days.

(b) All applicants for posted training shall be required to sign up on a form provided by the Employer. Application forms may be emailed by an applicant to an individual designated by the Employer to receive such forms.

(c) Successful applicants shall be given seven days' notice prior to the commencement of any training. Applicants must be available to attend the entire length of the course.

(d) The selection of applicants will be based on the following criteria listed in order of importance: skills assessment, performance, and then seniority.

(e) The number of bargaining unit applicants who can be accepted for a training opportunity will depend on the number of applicants from various departments, in order to ensure sufficient employees remaining in each classification, and are available to meet the Employer's operating needs.

(f) The Employer will pay the costs for all courses offered by the Employer. Employees attending training will be compensated at their applicable straight-time rate.

(g) Employees must have sufficient availability to be scheduled or called in for the position or game they have applied for or received training for.

25.2 Employer Mandated Training

(a) The Employer will pay for the cost of training courses, and the employee's time for attendance at such training, will be paid at the employee's primary job code rate of pay.

- (b) Career advancement training in which the Employer has selected employees for such training will be paid for by the Employer.
- (c) Time spent to complete assignments, homework, or other preparation will be completed on the employee's own time.
- (d) Employees required to renew mandated certifications will be provided a reminder notice by the Employer.

25.3 Regulatory Training

All BCLC mandated training, or training by other regulatory authorities will be required to be completed on the employee's own time. The Employer will pay the employee 50% of the hours required to complete the training, as outlined by the course guidelines, upon successful completion of the training at straight-time pay at their primary job code. In situations where employees do not have a computer/internet to complete mandated training, the Employer will provide reasonable access to employer owned computers/internet in order for employees to successfully complete mandated training.

25.4 Security Training

The Employer will pay for the cost of training courses for security officers and security supervisors. The time for attendance at such training will be paid at the employee's regular rate of pay. The Employer will not be responsible for paying employee time to complete assignments, extra homework or other preparation.

25.5 Employee Attendance at Staff Meetings

- (a) Where an Employee is directed by the Employer to attend a staff meeting during their regular working hours the Employee shall be compensated at their regular hourly rate for the time spent in attendance.
- (b) Where an Employee is directed by the Employer to attend a staff meeting outside their regular working hours of work, the Employee shall be compensated at time and one-half for all hours spent in attendance.
- (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 an employee for time spent in attendance where the meeting is outside of the employees' regular working hours.

ARTICLE 26 - WORK CLOTHING

26.1 Uniforms

Where the Employer provides specific clothing which the employee is required to wear, such clothing will be supplied to the employee at no cost. Uniforms will be repaired or replaced when no longer serviceable at no cost to the employee. The Employer shall provide each regular employee required to wear a uniform with three shirts. The Employer shall provide each casual employee required to wear a uniform with two shirts.

26.2 Cleaning Allowance

Uniforms will be cleaned by the Employer or the employee at the Employer's discretion. Employees required to clean their uniform will be provided the following:

- \$1.25 per shift for supervisors and security officers;
- \$1.00 per shift for all other employees.

26.3 Safety Footwear Allowance

- (a) Where Employees, who have completed probation and are required to wear safety approved footwear in the performance of their regular duties, upon production of a receipt, will be reimbursed an annual footwear allowance of \$250 every two years.
- (b) The Employee may purchase required footwear from a certified vendor of their choosing.

26.4 Personal Effects

The Employer agrees to provide a lunchroom, and facilities to store employees' personal effects while they are at work.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Paydays**

Employees will be paid every second Friday by direct deposit. Payment will include all wages earned during the pay period.

27.2 Work in Two Job Codes

- (a) An employee who is scheduled or assigned to perform work in a higher rated job code shall receive the higher rate while performing work in that job code and for all hours worked in the higher rated job code unless the employee goes home early.
- (b) An employee who is required by the Employer to work in a lower rated job code shall be paid at their primary job code while performing work in that lower job code, but if the employee requests work or at the time of the schedule pick selection agrees to maximize their shifts by working in a lower rated job code, the employee shall be paid at the rate for the lower job code.

27.3 General wage increases shall be as follows:

- 2% effective September 30, 2021 to December 31, 2022
- \$500 Signing Bonus upon ratification
- 5.25% effective January 1, 2023 to December 31, 2023
- 4.25 % effective January 1, 2024 to December 31, 2024
- 3.25% effective January 1, 2025 to December 31, 2025

The wage increase will apply to every step of the wage grid.

27.4 Wage Scales for Employees

The parties agree that employees will be paid in accordance with Appendix A - Wage Scales.

All employees will progress up the wage scale, effective January 1st of each year, during the term of this agreement until they have reached Step 5.

New hires will move to Step 2 on Appendix A when they complete probation.

Employees who are appointed/post into, or accept a new classification/job code, will be placed on the grid (Appendix A) at the closest step not less than their current rate of pay.

ARTICLE 28 - NEW JOB CODE WAGE RATES WITHIN CLASSIFICATION

If the Employer establishes a new classification in the bargaining unit which is not included in Appendix A of this agreement, the Employer will notify the Union of the new position and the proposed wage rate for the position. The parties will then discuss the proposed wage rate for the new position, and if the parties agree on the new wage rate, it will be added to Appendix A. If the parties are unable to agree on the wage rate for the new position, the Employer shall establish an interim wage rate for the position, and the Union will have the right to grieve that rate and have the matter determined by arbitration. Pending the decision of the Arbitrator, the interim wage rate established by the Employer will apply.

ARTICLE 29 - CASUAL CALL-IN

- (a) Casual employees do not acquire Classification Seniority, however they shall be called in order of their Company Seniority within the department and for the required classification, with the most senior employee being called first, providing the casual employee being called has the required skills, ability, availability, qualifications and certifications for the classification to which they are being called in for.
- (b) Casual employees that refuse to work six shifts on nine callouts for which availability was given in any consecutive 90 day period, will be deemed to have resigned.
- (c) Casual employees will be permitted to request a change in their availability schedule once every six months, but must generally be available at least one Friday, Saturday or Sunday in a week. Casual employees must be available to work a minimum of one shift per week.
- (d) Newly hired casual employees are not permitted to change their availability and/or employment status during their probationary period.
- (e) Casual employees will be responsible to inform the Employer in the event they change their address, email and phone number(s). The employee's phone numbers must have voicemail capabilities.

ARTICLE 30 - NO CONTRACTING OUT

The Employer will not contract out any work performed by employees in the bargaining unit when there are employees available to perform the work required. The Union recognizes that there are currently contractors used in the housekeeping, culinary and security departments, on a supplementary basis. This will continue but it will not result in the layoff or reduction of any bargaining unit employees. In addition, the provisions of this article shall be subject to the Employer's obligations to comply with requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

ARTICLE 31 - HEALTH AND WELFARE**31.1 Provincial Medical Plan**

Effective the first day of the month after an employee completes their probationary period, eligible employees will be enrolled in the basic provincial medical plan for the employee and their families. The Employer will pay 100% of the premium for single or family coverage, as the case may be.

31.2 Health and Welfare Plans

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

- (a) Life Insurance - \$25,000;
- (b) Accidental Death and Dismemberment - \$25,000;
- (c) Extended Health (deductible not applicable), including prescription drugs, paramedicals and out-of-province benefit coverage; the Employer shall provide access to a Direct Pay Card for services covered;
- (d) Vision Care Benefits, deductible not applicable. Maximum \$300 every 24 months if age 18 or older and every 12 months if age 17 or younger. Covers prescribed eyeglasses, contact lenses, laser eye corrective surgery, prescription sunglasses and prescription safety glasses and eye examinations;
- (e) Dental Care Benefits - \$2000; and
- (f) Long-Term Disability Plan coverage.

31.3 Benefit Entitlement

- (a) In order to be eligible for benefits under the collective agreement, employees must be compensated by the Employer for a minimum of 24 straight-time hours per week consistently during the six-month period prior to joining the group benefit plan. The six-month period will be defined as follows: January-June and July-December.
- (b) Benefit eligibility may cease if an employee does not consistently work the required 24 hours per week minimum. Eligibility will be reviewed every six months and based on the previous six months average hours worked.
- (c) Casual employees are not eligible for benefits.

31.4 Benefits Continuation

- (a) Benefits will cease on the first of the month following the commencement of unpaid leave from work, unless the employee opts to maintain benefits and pay all premiums. Benefits are not covered while on a Personal Leave of more than 30 days.
- (b) Benefits will continue to be provided by the Employer in the case of pregnancy, parental, compassionate and medical leave, but the employee will be required to pay their portion of the premiums by providing post-dated cheques. In the event the employee does not pay their portion of the premiums, the Employer will be under no obligation whatsoever to continue the benefits.
- (c) Benefits cease immediately upon termination or resignation of employment.

31.5 Employee and Family Assistance Program

An Employee and Family Assistance Program, for employees and members of their immediate family, will be provided.

31.6 Benefit Provider

The current benefit plan will remain in place during the term of this agreement. The Employer may seek to change benefit providers so long as the level of benefits provided is maintained at a comparable level as included in the benefit booklet at the time of ratification.

ARTICLE 32 - TERM OF AGREEMENT**32.1 Duration**

- (a) The duration of this agreement shall be for a period of four years and approximately three months until December 31, 2025.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:
- (1) the parties enter into a new or further agreement
 - (2) the Union commences a legal strike; or
 - (3) the Employer commences a legal lockout.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this agreement.

32.2 Strikes and Lockouts

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

ARTICLE 33 - DOMESTIC ABUSE

The parties recognize that employees face situations in their personal life that may affect them at work and as such are entitled to Domestic Abuse Leave.

- (a) This leave is eligible to all employees and is a statutory entitlement under the *Employment Standards Act*.
- (b) There will be no interruption in the accrual of seniority or eligibility for benefits are per Clause 31.3.

ARTICLE 34 - GENERAL TRANSITION POLICY

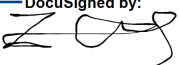
The Employer and the Union agree to the following policy to cover the general transition policy for the transgender employees at work.

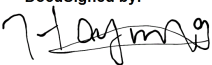
- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during transition.
- (b) Upon request by an employee, and where possible, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) Upon notification by an employee wishing to transition or in need of a gender support the Employer will discuss with the employee if any workplace support is needed.

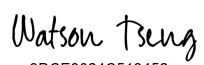
**SIGNED ON BEHALF OF
THE UNION:**


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Stephanie Smith
President

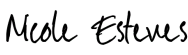
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Cherry Huang
Bargaining Committee Chair


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Hayman Sung
Bargaining Committee

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Hua Hsun Watson Tseng
Bargaining Committee

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Gary Bennett
Senior Staff Representative - Negotiations

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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Nicole Esteves
Executive Director HR West - Negotiator

DocuSigned by:

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Aubrie McQueen
Labour Relations Manager HR West

Date: March 4, 2024

**APPENDIX A
Wage Scales**

Effective September 30, 2021 - 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Cashier	\$15.96	\$16.85	\$17.93	\$19.56	\$20.10
Count Team	\$16.92	\$18.00	\$19.08	\$20.17	\$21.25
Cage Supervisor	\$22.46	\$23.00	\$23.54	\$24.08	\$24.62
Count Team Supervisor	\$22.46	\$23.00	\$23.54	\$24.08	\$24.62
Guest Services Representative	\$15.96	\$16.38	\$17.46	\$18.54	\$19.62
Guest Services Supervisor	\$19.68	\$20.22	\$20.76	\$21.30	\$21.85
Floor Security	\$21.10	\$21.64	\$22.19	\$22.74	\$23.28
Security Supervisor	\$22.74	\$23.28	\$23.82	\$24.36	\$25.44
Slot Attendant	\$15.96	\$16.24	\$16.78	\$17.32	\$17.86
Slot Supervisor	\$18.45	\$18.99	\$19.53	\$20.08	\$20.62
Dealer Level 1	\$15.96	\$15.96	\$15.96	\$15.96	\$16.24
Dealer Level 2	\$16.02	\$16.62	\$17.21	\$17.81	\$18.40
Dealer Level 3	\$17.53	\$18.07	\$18.62	\$19.16	\$19.70
Dealer Supervisor Level 1	\$19.92	\$20.46	\$21.00	\$21.54	\$22.08
Dealer Supervisor Level 2	\$21.00	\$21.54	\$22.08	\$22.62	\$23.16
Boxman	\$21.43	\$21.97	\$22.51	\$23.05	\$23.59
Dishwasher	\$15.96	\$16.28	\$16.82	\$17.36	\$17.90
Shift Lead	\$16.50	\$17.04	\$17.58	\$18.14	\$18.68
Storekeeper/Receiver	\$22.61	\$23.15	\$23.69	\$24.24	\$24.78
Senior Chef de Partie	\$24.83	\$25.37	\$25.92	\$26.46	\$27.00
Chef de Partie	\$22.12	\$22.66	\$23.21	\$23.75	\$24.29
Chef de Partie (Chinese Cuisine)	\$24.16	\$24.70	\$25.24	\$25.78	\$26.32
Demi Chef de Partie	\$19.43	\$19.97	\$20.51	\$21.05	\$21.59
Demi Chef de Partie (Chinese Cuisine)	\$21.47	\$22.01	\$22.55	\$23.09	\$23.63
Commis Chef	\$18.11	\$18.65	\$19.20	\$19.74	\$20.28
Commis Chef (Chinese Cuisine)	\$20.14	\$20.68	\$21.23	\$21.78	\$22.31
Houseperson (Housekeeping)	\$21.96	\$22.50	\$23.04	\$23.58	\$24.12
Room Attendant	\$21.15	\$21.70	\$22.24	\$22.78	\$23.32
Seamstress/Laundry Attendant	\$21.15	\$21.70	\$22.24	\$22.78	\$23.32
Housekeeping Supervisor	\$23.32	\$23.86	\$24.40	\$24.94	\$25.48
Turndown Attendant	\$16.24	\$16.78	\$17.04	\$17.32	\$17.58
Concierge Supervisor	\$21.25	\$22.19	\$23.13	\$24.06	\$25.00
Front Office Supervisor	\$22.10	\$23.08	\$24.05	\$25.03	\$26.00
Bell Person	\$15.65	\$16.24	\$16.83	\$17.41	\$18.00
Concierge	\$18.70	\$19.53	\$20.35	\$21.18	\$22.00

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Door Person	\$15.65	\$16.24	\$16.83	\$17.41	\$18.00
Front Office Agent	\$19.55	\$20.41	\$21.28	\$22.14	\$23.00
Pool Attendant	\$15.65	\$16.24	\$16.83	\$17.41	\$18.00
Reservation Agent	\$20.40	\$21.30	\$22.20	\$23.10	\$24.00

Effective January 1, 2023 - 5.25%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Cashier	\$16.80	\$17.74	\$18.87	\$20.59	\$21.16
Count Team	\$17.81	\$18.95	\$20.09	\$21.22	\$22.36
Cage Supervisor	\$23.64	\$24.21	\$24.78	\$25.35	\$25.92
Count Team Supervisor	\$23.64	\$24.21	\$24.78	\$25.35	\$25.92
Guest Services Representative	\$16.80	\$17.24	\$18.38	\$19.52	\$20.66
Guest Services Supervisor	\$20.71	\$21.28	\$21.85	\$22.42	\$23.00
Floor Security	\$22.21	\$22.78	\$23.35	\$23.93	\$24.50
Security Supervisor	\$23.93	\$24.50	\$25.07	\$25.64	\$26.77
Slot Attendant	\$16.80	\$17.09	\$17.66	\$18.23	\$18.80
Slot Supervisor	\$19.42	\$19.99	\$20.56	\$21.14	\$21.71
Dealer*	\$15.96	\$16.71	\$17.67	\$18.57	\$19.47
Dealer Supervisor*	\$19.95	\$20.74	\$21.53	\$22.31	\$23.31
Dishwasher	\$16.68	\$17.13	\$17.70	\$18.27	\$18.84
Shift Lead	\$17.37	\$17.94	\$18.51	\$19.09	\$19.66
Storekeeper/Receiver	\$23.80	\$24.37	\$24.94	\$25.51	\$26.08
Senior Chef de Partie	\$26.13	\$26.70	\$27.28	\$27.85	\$28.42
Chef de Partie	\$23.29	\$23.85	\$24.42	\$24.99	\$25.56
Demi Chef de Partie	\$20.45	\$21.02	\$21.59	\$22.16	\$22.73
Commis Chef	\$19.06	\$19.62	\$20.20	\$20.77	\$21.34
Houseperson (Housekeeping)	\$23.11	\$23.68	\$24.25	\$24.82	\$25.39
Room Attendant	\$22.27	\$22.83	\$23.40	\$23.97	\$24.54
Seamstress/Laundry Attendant	\$22.27	\$22.83	\$23.40	\$23.97	\$24.54
Housekeeping Supervisor	\$24.54	\$25.11	\$25.68	\$26.25	\$26.82
Turndown Attendant	\$17.09	\$17.66	\$17.94	\$18.23	\$18.51
Concierge Supervisor	\$22.37	\$23.35	\$24.34	\$25.32	\$26.31
Front Office Supervisor	\$23.26	\$24.29	\$25.31	\$26.34	\$27.37
Bell Person	\$16.47	\$17.09	\$17.71	\$18.32	\$18.95
Concierge	\$19.68	\$20.55	\$21.42	\$22.29	\$23.16
Door Person	\$16.47	\$17.09	\$17.71	\$18.32	\$18.95
Front Office Agent	\$20.58	\$21.48	\$22.39	\$23.30	\$24.21
Pool Attendant	\$16.47	\$17.09	\$17.71	\$18.32	\$18.95
Reservation Agent	\$21.47	\$22.42	\$23.37	\$24.31	\$25.26

**Dealer Level 1, 2, 3 have been combined into "Dealer"*

**Dealer Supervisor Level 1 & 2, and Boxman have been combined into "Dealer Supervisor"*

Effective January 1, 2024 - 4.25%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Cashier	\$17.51	\$18.49	\$19.67	\$21.47	\$22.06
Count Team	\$18.57	\$19.76	\$20.94	\$22.13	\$23.31
Cage Supervisor	\$24.64	\$25.24	\$25.83	\$26.42	\$27.02
Count Team Supervisor	\$24.64	\$25.24	\$25.83	\$26.42	\$27.02
Guest Services Representative	\$17.51	\$17.97	\$19.16	\$20.35	\$21.53
Guest Services Supervisor	\$21.59	\$22.18	\$22.78	\$23.37	\$23.97
Floor Security	\$23.15	\$23.75	\$24.34	\$24.95	\$25.54
Security Supervisor	\$24.95	\$25.54	\$26.13	\$26.73	\$27.91
Slot Attendant	\$17.51	\$17.82	\$18.41	\$19.00	\$19.60
Slot Supervisor	\$20.25	\$20.84	\$21.43	\$22.04	\$22.63
Dealer*	\$16.64	\$17.42	\$18.42	\$19.36	\$20.30
Dealer Supervisor*	\$20.80	\$21.62	\$22.44	\$23.26	\$24.30
Dishwasher	\$17.52	\$17.86	\$18.45	\$19.05	\$19.64
Shift Lead	\$18.11	\$18.70	\$19.29	\$19.90	\$20.50
Storekeeper/Receiver	\$24.81	\$25.41	\$26.00	\$26.59	\$27.18
Senior Chef de Partie	\$27.24	\$27.83	\$28.44	\$29.03	\$29.62
Chef de Partie	\$24.27	\$24.86	\$25.46	\$26.05	\$26.65
Demi Chef de Partie	\$21.32	\$21.91	\$22.51	\$23.10	\$23.70
Commis Chef	\$19.87	\$20.45	\$21.06	\$21.65	\$22.25
Houseperson (Housekeeping)	\$24.09	\$24.69	\$25.28	\$25.87	\$26.47
Room Attendant	\$23.22	\$23.80	\$24.40	\$24.99	\$25.58
Seamstress/Laundry Attendant	\$23.22	\$23.80	\$24.40	\$24.99	\$25.58
Housekeeping Supervisor	\$25.58	\$26.18	\$26.77	\$27.36	\$27.96
Turndown Attendant	\$17.82	\$18.41	\$18.70	\$19.00	\$19.29
Concierge Supervisor	\$23.32	\$24.34	\$25.37	\$26.40	\$27.43
Front Office Supervisor	\$24.25	\$25.32	\$26.39	\$27.46	\$28.53
Bell Person	\$17.17	\$17.82	\$18.46	\$19.10	\$19.75
Concierge	\$20.52	\$21.42	\$22.33	\$23.23	\$24.14
Door Person	\$17.17	\$17.82	\$18.46	\$19.10	\$19.75
Front Office Agent	\$21.45	\$22.40	\$23.35	\$24.29	\$25.24
Pool Attendant	\$17.17	\$17.82	\$18.46	\$19.10	\$19.75
Reservation Agent	\$22.38	\$23.37	\$24.36	\$25.34	\$26.33

**Dealer Level 1, 2, 3 have been combined into "Dealer"*

**Dealer Supervisor Level 1 & 2 and Boxman have been combined into "Dealer Supervisor"*

Effective January 1, 2025 - 3.25%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Cashier	\$18.08	\$19.09	\$20.31	\$22.16	\$22.78
Count Team	\$19.17	\$20.40	\$21.62	\$22.85	\$24.07
Cage Supervisor	\$25.45	\$26.06	\$26.67	\$27.29	\$27.90
Count Team Supervisor	\$25.45	\$26.06	\$26.67	\$27.28	\$27.89
Guest Services Representative	\$18.08	\$18.56	\$19.78	\$21.01	\$22.23
Guest Services Supervisor	\$22.29	\$22.90	\$23.52	\$24.13	\$24.75
Floor Security	\$23.91	\$24.52	\$25.13	\$25.76	\$26.37
Security Supervisor	\$25.76	\$26.37	\$26.98	\$27.59	\$28.82
Slot Attendant	\$18.08	\$18.40	\$19.01	\$19.62	\$20.24
Slot Supervisor	\$20.90	\$21.52	\$22.13	\$22.75	\$23.37
Dealer*	\$17.18	\$17.99	\$19.02	\$19.99	\$20.96
Dealer Supervisor*	\$21.47	\$22.32	\$23.17	\$24.02	\$25.09
Dishwasher	\$18.08	\$18.44	\$19.05	\$19.67	\$20.28
Shift Lead	\$18.70	\$19.31	\$19.92	\$20.55	\$21.16
Storekeeper/Receiver	\$25.62	\$26.23	\$26.84	\$27.46	\$28.07
Senior Chef de Partie	\$28.13	\$28.74	\$29.36	\$29.97	\$30.59
Chef de Partie	\$25.06	\$25.67	\$26.29	\$26.90	\$27.51
Demi Chef de Partie	\$22.01	\$22.63	\$23.24	\$23.85	\$24.46
Commis Chef	\$20.51	\$21.12	\$21.74	\$22.36	\$22.97
Houseperson (Housekeeping)	\$24.88	\$25.49	\$26.10	\$26.72	\$27.33
Room Attendant	\$23.97	\$24.57	\$25.19	\$25.80	\$26.41
Seamstress/Laundry Attendant	\$23.97	\$24.57	\$25.19	\$25.80	\$26.41
Housekeeping Supervisor	\$26.41	\$27.03	\$27.64	\$28.25	\$28.87
Turndown Attendant	\$18.40	\$19.01	\$19.31	\$19.62	\$19.92
Concierge Supervisor	\$24.07	\$25.14	\$26.20	\$27.26	\$28.32
Front Office Supervisor	\$25.04	\$26.15	\$27.24	\$28.35	\$29.46
Bell Person	\$17.73	\$18.40	\$19.06	\$19.72	\$20.39
Concierge	\$21.18	\$22.12	\$23.05	\$23.99	\$24.93
Door Person	\$17.73	\$18.40	\$19.06	\$19.73	\$20.39
Front Office Agent	\$22.15	\$23.12	\$24.10	\$25.08	\$26.06
Pool Attendant	\$17.73	\$18.40	\$19.06	\$19.73	\$20.39
Reservation Agent	\$23.11	\$24.13	\$25.15	\$26.17	\$27.19

Upon implementation of the wage grid outlined in Appendix A, any employee whose current wage is more than their placement on the 2023 wage grid will move to the next highest step and continue moving through the steps in subsequent years as outlined in Appendix A. Those employees whose current wage is above the grid rates in Appendix A- will be placed at the next highest rate on the January 1, 2024 wage grid and remain there until December 31, 2024. They will then continue receiving wage grid increases effective January 1, 2025.

**Dealer Level 1, 2, 3 have been combined into "Dealer"*

**Dealer Supervisor Level 1 & 2 and Boxman have been combined into "Dealer Supervisor"*

***Employees who are appointed/post into, or accept a new classification/job code, will be placed on the grid (Appendix A) at the closest step not less than their current rate of pay.*

If an employee moves to a Supervisory position, they will be placed at the next highest step, which is at least \$1 higher than their current rate of pay.

High Limit Premium:

- If the Employer determines that it is viable to return the High Limit Premium, it will negotiate with the Union to do so.

Dealer:

Dealer Premium Rates Games:

Poker +\$0.50

Roulette + \$1.25

Craps + \$1.25

Dealer Supervisor Premium Rates:

Level 1: All games

Level 2: All Level 1 + poker or roulette

Poker or Roulette + \$1.00

Craps + \$1.50

Culinary Premium Rates:

Chinese Cuisine Premium for Chef De Partie, Demi Chef, Commis Chef + \$2.00

Implementation of the Wage Grid for January 1, 2023:

The 22 newly certified Hospitality workers will be initially placed on the grid in Appendix A of the collective agreement, on January 1, 2023 based on their company seniority that mirrors the Table Games mapping.

Placement on the grid for Table Games shall be as follows:

Effective January 1, 2023, employees will be placed on Appendix A, based on years of Company Service into their classification as follows:

Step 2: Passed probation up to 5 years (less one day) service

Step 3: 5-10 years (less one day) service

Step 4: 10-15 years (less one day) service

Step 5: 15+ and over years of service

Placement on Appendix A for all other departments will be step to step based on the step you currently are on.

**MEMORANDUM OF UNDERSTANDING 1
BC Target Benefit Pension Plan**

All new Employees hired will be required to be enrolled in the BC Target Benefit Pension Plan.

Employees who were members of the Employer's RPP Plan will have the option to stay in the Employer's RRP Plan or to cease participation in the RPP Plan and enroll in the BC Target Benefit Pension Plan. The

Employer will maintain the Employer's RPP for all employees who remain enrolled in the Employer's RPP plan.

At the time when an Employee enrolls in the BC Target Benefit Pension Plan, they will no longer be permitted to make contributions into the Employer's RPP; however, their account balances as of that time that their participation in the Employer's RPP ceases still remain in the Employer's RPP and continue to be subject to the terms of the Employer's RPP and governing regulations.

Employees will make a mandatory contribution of 2% of their base wages (not including tips). The Employer will match the Employee's contribution of 2%. At no time during the term of this collective agreement will the Employer be required to contribute an amount in excess of 2%. In addition, Employees may make additional voluntary contributions to a maximum of the CRA pension contribution limits less 4% (the 2% mandatory Employee contribution plus the 2% Employer match). Voluntary contributions will not be subject to Employer matching contribution.

The Employer will contribute all funds in accordance with the BC Target Pension Plan and applicable provincial legislation.

All Employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than 30 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable provincial legislation.

The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.

The information will be provided as follows:

- (a) SIN
- (b) Name
- (c) Employee contribution amount
- (d) Employer contribution amount
- (e) Employee Voluntary contribution amount

MEMORANDUM OF AGREEMENT 2

Tip Committee

Casino Operations

The parties to this collective agreement agree that a seven member TIP Committee, made up of members working in the following River Rock departments:

- Table Games (four committee members)
- Slots (one committee member)
- Guest Services (one committee member)
- Cage Services (one committee member)

Members will only vote for candidates running for election in their respective job department. The Bargaining Committee or their designate will administer the election. The members of the Tip Committee, once elected, will choose amongst themselves a chairperson.

The members of this committee will serve a two calendar year term however members elected to the Committee can serve a maximum of two consecutive terms. Elections for the Tip Committee will occur in

November with the new committee taking over in January. Members stepping down mid term will be replaced.

Departments participating in the tip pool will pool all the tips received (onsite and offsite) and will report and submit all tips received. The Tip Committee will administer the distribution of tips collected. The Tip Committee will not vote for an increase/decrease in the percentage allocations for any department currently in the TIP pool during the term of this agreement.

The Tip Committee will distribute gratuities to members working in the following departments:

- Table Games (Dealer and Dealer Supervisors)
- Slots (Slot Attendant and Slot Supervisors)
- Guest Services (Guest Relations and Guest Services)
- Cage Services (Cage Cashier and Cage Supervisors)

It is agreed that the four current Slots VIP employees (at date of ratification) who are not bargaining unit members will be considered part of the Slot Department for the purposes of tip pool participation, however when the incumbents cease working in the position of VIP Slots at River Rock Casino there will be no more Slots VIP's included in the tip pool unless they become part of the bargaining unit.

The Employer will continue to provide facilities for the collection of gratuities, including provision of a secure location that is monitored by camera surveillance for the counting of gratuities once a week. Straight-time wages will be paid to committee members for all services performed while carrying out counts. The cost of such wages will be borne by the Employer. The counting of and distribution of gratuities shall remain the exclusive responsibility of the TIP Committee.

The Employer agrees to furnish the TIP Committee with detailed schedules, schedules that list the exact number of hours worked by Employees covered by this LOU. If requested, members covered by this LOU will be provided a detailed summary of all monies collected by the TIP Committee, and all monies paid out to members. The providing of such information remains the exclusive responsibility of the TIP Committee. It is the responsibility of every team member to ensure that they report their tips annually on their tax returns.

Culinary

Each department will have a tip committee member to collect and distribute tips for members working in the following in addition, a second tip committee will be maintained for Culinary employees areas:

- Buffet (one committee member)
- Banquets (one committee member)
- Food Court (one committee member)
- Pastry Team (one committee member)
- Curve Lounge (one committee member)
- Any new F&B Outlets, operated by the Employer, during the term of this agreement (one committee member)

Culinary members will vote for candidates from their area only. The members of this committee will serve a two calendar year term however members elected to the Committee may serve multiple terms.

Tips collected by each area will be pooled and distributed separately.

MEMORANDUM OF AGREEMENT 3
Hotel Operations Workload

The Employer agrees to undertake the following measures in recognition of the unique working conditions of Room Attendants:

- (1) Room attendants will not be required to work past their scheduled working hours in order to complete assigned tasks. If a room attendant agrees to work additional hours, they will be paid the applicable overtime rates. Where no employee is willing to work overtime, and there is an operational need to do so, the employee with the lowest classification seniority and the required skill will be required to work overtime on a reverse seniority basis.
- (2) Where possible, team members will be assigned to regular floors. Sections would be rotated every three months.
- (3) The Employer will make every reasonable effort to ensure that additional room attendants are scheduled to work on high season weekends, or if special events are scheduled requiring the accommodation of large numbers of patrons.
- (4) Room Attendants will be furnished with all of the necessary supplies and equipment to ensure that they are able to complete their assigned tasks effectively.
- (5) In cases where rooms are left in extraordinary disarray/mess, the room attendant will notify a supervisor who will then inspect the room to determine if assistance is necessary. Such assistance will not be unreasonably denied.
- (6) In order to provide for regular reviews of room attendant issues and workload, the Employer will schedule a meeting every six months with room attendants, a shop steward, and representatives of the Employers executive present.
- (7) Hotel Operations and Housekeeping workload will be a standing item at Labour Management.

Room attendant workload will meet the following criteria:

Tower Rooms

- Room Attendants in the South Tower will not be assigned more than 15 credits or rooms per day.
- Room Attendants in the West or East Tower will not be assigned more than 13 credits or rooms per day.
- Room Attendants working in East and West Tower Penthouse Suites will not be assigned more than 13 credits per day.

Rooms

- When a room attendant is assigned to "deep clean" a room or prepare a show room or VIP room, the room assignment will be reduced by one room or credit.
- When a room attendant is assigned to clean rooms in two towers, their room assignment will be reduced by one rooms or credits. When a room attendant is assigned to clean rooms in three towers, their room assignment will be reduced by two rooms or credits.
- When a room attendant is assigned eight or more two queen bedrooms in one section, the daily room assignment will be reduced by one room or credits.

- When a room attendant is assigned eight suites with used sofa beds, they will contact their manager or supervisor to have their daily room assignment reduced by one room or credit.
- In any case where a Room Attendant is required to clean a full quota of rooms on more than two floors, the room attendant shall be relieved of one room or credit.

Checkouts

- When a Room Attendant is assigned eight or more checkouts per day, the daily room assignment shall be reduced by one room or credit; in addition,
- When a Room Attendant is assigned 11 or more checkouts in a day, the daily assignment shall be reduced by two rooms or credits (inclusive of the one room credit for eight or more checkouts.)

Hotel Operations

- When guests need additional checkout assistance, time will be allotted the team member that may involve payment of overtime and a manager is not available to approve.
- Barring any unexpected operational situations, employees will not work alone overnight.
- Front Desk employees working alone on overnight shifts may request a Security escort by contacting Surveillance for the purposes of delivering guest amenities.
- The Upsell Incentive Plan will be reviewed for reinstatement if operationally feasible.

MEMORANDUM OF AGREEMENT 4
Code of Conduct and Whistle Blower Policy

The Employer has a Corporate Ethics and Conduct Manual (the "*Ethics Manual*") which shall continue to apply and be applicable to all bargaining unit employees.

The Ethics Manual also includes a Whistle Blower Policy which shall continue to apply and be applicable to all bargaining unit employees.

MEMORANDUM OF AGREEMENT 5
Slots Review

Within 45 days of ratification, there will be a meeting with Slot Department representatives and the Employer. The Bargaining Committee and the BCGEU staff representative will also be in attendance. The purpose is to discuss paid slot breaks and how scheduling of breaks could be amended to meet both casino operational requirements and to address slot attendant workload.

MEMORANDUM OF UNDERSTANDING 3
Alternative Scheduling for Article 14 and 15

(1) The parties discussed Casino Scheduling (Casino Operations) during negotiations and agreed that some departments might benefit from a scheduling process other than the one outlined under Article 14 and 15.

(2) Therefore, within 60 days of a shift selection process, a committee will be convened with the Bargaining Committee representatives including the BCGEU Servicing Representative and the equal number from the Employer (with additional representatives as agreed upon). The Committee will review how each department, except for tables games, culinary and hotel operations, can participate in an alternate schedule (similar to 14.12 - Alternative Schedules) for the Scheduled Selection Process.

(3) Before implementation of any process above, that would contravene the language under Article 14 and 15, the Employer agrees to meet with the designated employee representatives to discuss and implement an alternative scheduling process for their respective departments. A trial period will be established to test the new process prior to implementation.

(4) An altered schedule selection process that could include:

- The schedule may be based on classification seniority and job code
- The schedule will be set for a minimum period of 28 days and in weekly increments
- The team member may pick their days off
- The team member may pick their start time
- Start times may be set for all fixed bid lines
- Team members will have the opportunity to drop shifts from a full-time bid line
- The consideration of additional scheduling alternatives, such as 10-hour days, provided employees can successfully demonstrate that this arrangement is conducive to a 24-hour day and incurs no additional staffing costs.

For Table Games:

- Any employee who has “*dropped*” a skill shall have the option to have the skill reinstated at the time of the shift selection process
- At the next shift selection process, Premium games regular flex bid lines will be paid at the premium rate
- The Employer will endeavour to offer more training to increase the number of employees with premium game skills
- Any employee accepting premium game training for a new skill shall be considered flex.
- In the event that there are not enough applicants for additional skills in order to accommodate operational needs, in order of reverse seniority, employees will be required to take additional training.

For Hotel Operations:

- The Employer will endeavour to hire part-time employees in an effort to accommodate preference request forms.

Both parties agree that a mediator will remain seized upon implementation. (This will be signed off in a separate letter.)

LETTER OF UNDERSTANDING 1
Prescheduled Meditations

There will be one day of scheduled mediation time booked with a mediator between January 1st and June 30th and one further day between July 1st and December 31st of each year with mediators as agreed to mutually by the parties. Such dates will be booked within 60 days of ratification. The grievances to be sent to mediation must be agreed upon by the parties and both parties agree to not unreasonably refuse mediation of a grievance.

MEMORANDUM OF UNDERSTANDING 4
Housekeeping Issues

Housekeeping department will become a standard agenda item at the Labour Management Committee.

MEMORANDUM OF AGREEMENT 5
Moving to a Supervisory Position

Next highest step but no less than a \$1 increase for new supervisors. If an employee moves to a supervisory position, they will be placed at the next highest step, which is at least \$1 higher than their current rate of pay.

MEMORANDUM OF AGREEMENT 6
Wage Protection

Upon implementation of the wage grid outlined in Appendix A, any employee whose current wage is more than their placement on the 2023 wage grid will move to the next highest step and continue moving through the steps in subsequent years as outlined in Appendix A. Those employees whose current wage is above the grid rates in Appendix A - will be placed at the next highest rate on the January 1, 2024 wage grid and remain there until December 31, 2024. They will then continue receiving wage grid increases effective January 1, 2025.