

2002 - 2004

COLLECTIVE AGREEMENT

BETWEEN

GREAT CANADIAN CASINOS INC.

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 3000 (CAW-CANADA)**

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CANADA

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ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 19 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

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

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including August 1, 2002 to and including July 31, 2004.

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

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

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

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

2.03 STRIKES AND LOCKOUTS

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

2.04 EXISTING FEDERAL OR PROVINCIAL LEGISLATION

In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

3.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

The current practice of persons whose regular job is not in the bargaining unit performing bargaining unit work for the practical and efficient operation of the

casino will continue for the duration of the collective agreement. It is not the Employer's intent to erode the bargaining unit.

3.04 UNION ACCESS

- (a) A properly authorized representative of the Union, upon first obtaining permission in advance from the Employer, shall be allowed access to the Employer's premises for the purpose of dealing with matters arising out of this Agreement. Permission shall not be unreasonably denied by the Employer.
- (b) The employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (c) Access to the authorized representative of the Union must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

ARTICLE 4 - MEMBERSHIP

4.01 MEMBERSHIP

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

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for the purposes of obtaining a Union card.
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.

4.03 CHECK-OFF ASSIGNMENT OF WAGES

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

4.04 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employee shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04 (c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer agrees to record the amount of union dues deducted on each employees T4 slip.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize four (4) Shop Stewards. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the name of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (d) The necessary time which is spent by Stewards, as approved by management, during their regular working hours in reporting and resolving grievances, or in attending meeting specifically provided for herein, shall be considered to be time worked.
- (e) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.

5.02 MANAGEMENT AND UNION STEWARDS MEETING

On the request of either part, the parties shall meet at least once every two (2) months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

- 6.01 (a) The entire management of the Employer's operation, including deployment, direction and discipline of the employee is vested exclusively in the Employer.
- (b) The Union shall not in any way interfere with these rights or the exercising of them by the Employer. It is understood that such rights shall not be used or exercised in any way inconsistent with the terms or conditions of this agreement.

- (c) The right is specifically reserved to the Employer to establish new rules to be observed by the employees, provided such rules are not inconsistent with the provisions of the agreement. The Employer also maintains the right to require employees to adhere to current rules that presently are in effect. These rules may be rescinded, amended or supplemented from time to time.
- (d) It is mutually agreed that the Employer will post house rules for the conduct of employees and upon written request will provide a copy to the Union.

ARTICLE 7 - ADMINISTRATION

7.01 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is terminated, the Employer shall pay all wages owing to him/her within forty-eight (48) hours exclusive of Saturday, Sunday or holidays.

7.02 ELECTION DAYS

Employees will be provided the necessary time to vote as outlined in the appropriate Federal and Provincial Elections statutes. No wages will be deducted for time lost on election days.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

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

An employee must be employed for thirty (30) calendar days and have worked fifteen (15) of the last thirty (30) calendar days in order to be eligible for the foregoing statutory or general holiday. To be eligible to receive pay for a statutory holiday, an employee must also work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.

8.02 STATUTORY HOLIDAY FALLING ON DAY OFF

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

8.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs, divided by twenty (20) to establish the hours to be paid for the statutory holiday.

In the case of the calculation of a normal day's pay for New Year's Day and Christmas Day, straight time worked will be counted as time worked, on the basis of the hours that the employee was paid for those days.

- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1-1/2) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works in excess of eleven (11) hours on the statutory holiday shall be paid double time for all such additional hours worked.

8.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer.

8.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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

ARTICLE 9 - ANNUAL VACATION

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

Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.

9.02 ANNUAL VACATION ENTITLEMENT AND VACATION PAY

- (a) Employees are entitled to annual vacation and vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:
 - (i) upon completion of one (1) year of continuous employment, each employee is entitled to an annual vacation of two (2) weeks (4%).
 - (ii) upon completion of five (5) years of continuous employment, each employee is entitled to an annual vacation of three (3) weeks (6%).
 - (iii) upon completion of ten (10) years of continuous employment, each employee is entitled to an annual vacation of four (4) weeks (8%).
- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee' 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) New employees who are hired after the anniversary date (January 1) may carry over their vacation time to the next year or take a portion of their earned vacation time in their first year.
- (e) Accrued vacation time may be taken after six (6) months of continuous employment.
- (f) Casual employees will receive any amount of vacation pay to which they are entitled with their regular pay for each pay period.
- (g) Accrued vacation pay will not be paid in lieu of vacation time.

9.03 VACATION SCHEDULING

- (a) In scheduling vacation leave, the Employer will give primary consideration to assigning vacation leave by seniority, provided employees file their applications before the last day of February of each year for vacations to be taken during that year. If a request is submitted after the last day of February for vacation scheduling and there is a conflict, the earliest date of request will prevail, then seniority will be given priority.
- (b) Once scheduled, an employee's vacation cannot be changed without mutual consent.
- (c) The Employer will post a vacation schedule in November of the preceding year in order that employees will have the opportunity to schedule vacations commencing January 1st of the vacation year.

9.04 VACATION CARRY-OVER

All vacations shall be taken by December 31st. Employees may request that their vacations be carried over to the following calendar year. An employee can only carry forward a maximum of two weeks into the following year. These carried forward vacations must be taken in the following year. An employee must take a minimum of five (5) consecutive working days annual vacation each calendar year. The Employer maintains the right to schedule an employee off should these carried over vacations not be scheduled by the end of the year into which these vacations were carried.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) years.
- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

10.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to employee/s who is elected as delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

10.03 FAMILY RESPONSIBILITY LEAVE

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

- (a) the care, health or education of a child in the employee's care, or
- (b) the care of health of any other member of the employee's immediate family. In addition the Employer may grant reasonable leave without pay in the case of serious illness in the family and where there is no other caregiver available. Where such additional leave is granted, the Employer is not responsible to provide benefits to an employee. The Employer may require reasonable and relevant documentation to support an application for such additional leave.

10.04 BEREAVEMENT LEAVE

- (a) All employees will be granted three (3) days off without loss of pay in the event of the death of member of his/her immediate family.
- (b) Immediate family shall include spouse, child, parent, guardian, sibling, grandchild or grandparent, current mother and father-in-law of an employee, and any person who lives with the employee as a member of the employee's family.
- (c) For the purposes of this Article, "spouse" shall be defined to include common-law spouse/partner (includes same sex) with whom the employee has co-habited in the same premise for a minimum of one (1) year.

10.05 PARENTAL LEAVE

The maternity and/or parental leave provisions of the Employment Standards Act are applicable to the employees covered by this Agreement.

10.06 GENERAL LIMITATIONS ON LEAVES OF ABSENCE

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

- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing and will not be unreasonably denied. The employer is not responsible for providing employee benefits during the Leaves of Absences in this Article.

ARTICLE 11 - MISCELLANEOUS

11.01 PROTECTED WORKING CONDITIONS

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

11.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

11.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater. In circumstances of continual absences the Employer is also entitled to require documentation.

11.04 PERSONAL EFFECTS

The Employer agrees to continue to provide lock up facilities for employees' personal effects.

11.05 BULLETIN BOARDS

The Employer will provide the Union with a bulletin board for the purpose of posting Union notices and communicating with Union members. The size of the bulletin board will be four (4) square feet and will be located in the staffroom or corridor to the staffroom.

11.06 PRINTING COSTS

The Employer shall pay one-half ($\frac{1}{2}$) the cost of the printing of the collective agreement to provide sufficient copies in booklet form to be distributed by the Union to its members.

11.07 SUBSTANCE/GAMBLING ABUSE

- (a) Substance/gambling abuse is recognized to be a serious medical and/or social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation.
- (b) The Employer will provide a comprehensive approach toward dealing with substance/gambling abuse and its related problems. Employer assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

ARTICLE 12 - HOURS OF WORK

12.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - i) not more than eight (8) hours in any one day
 - ii) not more than five (5) working days in any seven (7) day work week
 - iii) not more than forty (40) hours in any five (5) working day period.
- (b) Table opening procedures are considered time worked.
- (c) Any hours which the Employer requires an employee to work in excess of the above shall be paid as per Employment Standards.

12.02 SPLIT SHIFTS

The Employer doesn't foresee split shifts. If they do require them, it would be by mutual agreement between the Union and the Employer and as per the Employment Standards Act.

12.03 ASSIGNMENT OF SHIFTS

- (a) It is recognized that the Employer has the right to schedule the hours of operation and employee hours of work to meet the changing needs of the business.
- (b) It is recognized the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement.
- (c) The longer shifts available will be scheduled in order of seniority to the employees who have the ability to perform the work required before implementing shifts of lesser hours.
- (d) If a more senior employee declines the longer shift available in favour of an available shorter shift, then the longer shift shall again be reassigned on a seniority basis subject to the employee's ability to perform the work required.
- (e) Employees may exchange shifts with other employees with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization. There shall be no increased costs to the Employer should employees exchange shifts with the Employer's authorization and there shall be no grievance filed as a result of an authorized and agreed to shift exchange.

12.04 DAYS OFF

All employees shall receive two (2) consecutive days off in each seven (7) day work week, unless otherwise mutually agreed to.

12.05 SCHEDULING OF SHIFTS

Recognizing that employees may have other work or personal commitments, employees may request in writing that their scheduled hours and days of work be established based on particular restrictions by so advising the Employer. The Employer shall not unreasonably deny such requests as long as the restrictions are for a period of not less than three (3) months.

12.06 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:

- employee's name
- days off
- starting and finishing times

- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

12.07 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours notice of any change in their respective work schedules.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with adequate notice and a reasonable explanation at the earliest possible time, to allow the Employer time to cover the absence.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (d) In situations where an employee has not been provided with notice of a change in his/her work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
 - i) two (2) hours pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
 - ii) where the employee commences work, four (4) hours work and/or pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (i) above applies.

12.08 REST PERIODS

- a) All employees shall receive a 15-minute paid rest period after 60 minutes of work.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

12.09 NO GUARANTEE

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed shall be paid two (2) hours wages at his/her regular hourly rate if he/she reports to his/her scheduled work, or a minimum of four (4) hours wages at his/her regular hourly rate if he/she commences work.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

13.01 PROVINCIAL MEDICAL PLAN

Effective the first day of the month following ratification of these recommendations, eligible employees may, at their option, be covered by the basic provincial medical plan for the employee and dependents. The Employer will pay one hundred percent (100%) of the premium.

13.02 EXISTING BENEFIT PLANS

Subject to any specific provision in these recommendations, the Employer will continue its existing benefit plans (both the contribution level and the specific benefit provisions) for the duration of the agreement. If, due to the statutory requirements of Government plans, there will need to be benefit plan changes beyond the control of the Employer, the Employer undertakes to advise representatives of the Union about the nature and timing of any changes before such changes are made.

13.03 BENEFIT ENTITLEMENT

Effective the first day of the month following ratification, the hours of work threshold for benefit coverage will be twenty-five (25) hours per week averaged over a six (6) week period.

13.04 INJURY AT WORK

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

ARTICLE 14 - HEALTH & SAFETY LEGISLATION

14.01 GENERAL

The Employer agrees to make provision for the maintenance of reasonable standards of health and safety in the work place, including satisfactory air quality. If an employee has a recommendation which would improve health and safety

standards, the recommendation shall be made to the Health and Safety Committee. The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.

14.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of four (4) members. Up to two (2) of the members shall be appointed by the Employer. The remaining two (2) members shall be selected by the Union.
- (b) The members of the Health and Safety Committee shall select a Chairperson and a Secretary from amongst themselves. These two positions shall be filled in the following manner:
 - (i) one position shall be filled by one of the two (2) members appointed by the Employer; and
 - (ii) one position shall be filled by one of the two (2) members chosen by the Union.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (d) Time spent by an employee covered by this Agreement, in the course of his/her duties as a Committee member, shall be paid at the employee's regular rate of pay.

14.03 FIRST AID ATTENDANT

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

ARTICLE 15 - DEFINITION OF EMPLOYEES

15.01 PROBATIONARY PERIOD

Newly hired employees will be governed by a three (3) calendar month or 390 hour probationary period, whichever is greater, to assess performance and ascertain long term suitability with the Company. Existing employees must serve a three (3) calendar month or 390 hours, whichever is greater, trial period in a new position. If an employee does not successfully complete this trial period, they will be returned to their previous position.

Probationary and trial periods may be extended if the Employer has not had an appropriate time in which to fully evaluate the employee. In addition, by written

mutual agreement between the Union and the Employer, the probationary period and trial period may be extended.

15.02 REGULAR EMPLOYEE

A regular employee shall be defined as an employee who is scheduled to work on a continuous basis and who has passed the probationary period. The employee must work twenty-five (25) hours per week averaged over a six (6) week period in order to be entitled to health and welfare benefits.

15.03 TEMPORARY EMPLOYEE

A temporary employee shall be defined as an employee so informed in writing by the Employer at the start of employment. Temporary employment shall be for a special project or a specified period of time not exceeding ninety (90) calendar days duration, except for employees in temporary vacancies created under Articles 10.05 (Parental Leave), and 10.01 (Leave of Absence: Employee Elected to Union Office). A temporary employee reclassified to regular status without a break in employment will have rights under this Collective Agreement based on seniority dated from the first day of the last period of temporary employment. Breaks of thirty (30) calendar days or less between temporary employment shall not be considered a break in employment.

15.04 CASUAL EMPLOYEE

A casual employee shall be defined as an employee who is employed to provide short term assistance. A casual employee shall not be employed to do work that a regular employee wants and is qualified to do. Casual work will be distributed on an equitable basis having in mind the nature of the work to be performed.

ARTICLE 16 - SENIORITY

16.01 SENIORITY DEFINED

Seniority is defined as the length of continuous service with the Employer.

16.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT

The seniority of each regular employee covered by this agreement will be established after a probationary period of both ninety (90) calendar days and a minimum of 390 work hours after which an employee's seniority shall be backdated to the employee's first day of employment.

16.03 ACCRUAL OF SENIORITY

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury for a period not exceeding nine (9) months.
- (c) leaves of absences as agreed to by the employer;
- (d) lay-off for up to nine (9) months.

16.04 SENIORITY CANCELLED

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in Article 16.09.
- (d) fails to report for work upon the expiration of any leave of absence, without satisfactory reason.
- (e) is laid off for a period in excess of nine (9) months.

16.05 NOTICE OF LAY-OFF

In the event of any lay-off, notice of lay-off or pay in lieu thereof shall be given to regular employees who have completed their probationary period as per Employment Standards.

16.06 LAYOFF PROCEDURE

Employees with seniority in the bargaining unit will be laid off in reverse order of seniority, providing those remaining employees have the ability to perform the work required.

16.07 AVOIDANCE OF LAYOFF THROUGH REDISTRIBUTION OF THE AVAILABLE WORK

The Employer may either layoff employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work in order to avoid the layoff.

16.08 SENIORITY LISTS

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee. The Employer agrees to provide the Union with a revised seniority list upon request.

16.09 RECALL PROCEDURE

- (a) Employees shall be recalled in the in reverse order of their layoff, providing they meet the requirements as described in Article 12.03 (c).
- (b) Employees shall be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work within five (5) days, except in the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.

ARTICLE 17 - COURSE POSTINGS

- 17.01 (a) Courses offered for Dealers shall be posted for not less than seven (7) working days. The Shop Steward shall receive copies of all course postings.
- (b) All applications shall be in writing or on a form provided by the Employer.
- (c) Provided applicants are not qualitatively different in respect of skill, ability, experience and qualification to successfully complete the course, the final selection by the Employer will recognize seniority as the key factor.
- (d) The Employer will pay the cost of all courses offered and further will pay Dealers their regular hourly rate for time spent in such training.

ARTICLE 18 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

18.01 DISCIPLINE AND DISCHARGE OF EMPLOYEES

Employees who have successfully completed their probation period can only be disciplined or discharged for just cause, including the requirements as set by the B.C. Lottery Corporation, and any other regulatory body that Great Canadian Casinos Inc. must comply with.

In the event that an employee other than probationary is discharged for just cause, the Shop Chairperson will be notified. Where no Shop Chairperson is recognized, the Shop Steward will be notified. Written reasons for the discharge will be provided.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

19.02 INFORMAL STEP

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by a shop steward on shift.

19.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.
- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (c) The Employer's representative must answer the grievance in writing within ten (10) days.

19.04 STEP TWO

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop chairperson and/or a Union representative and a person or persons designated by the Employer.
- (b) This Step must be taken by notice in writing, within five (5) days of the date on which the written answer was delivered in Step One.

19.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (a) a single Arbitrator;
- (b) a Settlement Officer appointed under Section 87 of the Labour Relations Code;

19.06 TIME LIMITS

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

19.07 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

19.08 ARBITRATION HEARING AND AWARD

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.
- (c) The parties recognize that they are bound by a decision of the Arbitrator.

19.09 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.

19.10 COST SHARING

Each party to the Arbitration will be responsible for its own costs and will share equally, the cost of the Arbitrator.

ARTICLE 20 - HARASSMENT AND DISCRIMINATION

20.01 HARASSMENT AND DISCRIMINATION

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

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

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership participation in its activities.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 19 of this Agreement.
- (d) If an employee files a grievance pursuant to Article 19, the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to 20.01(d) shall remain confidential but shall be provided to the Union.
- (f) In the event that a grievance filed pursuant to Article 19 involved allegations against management personnel, the Employer shall endeavour to ensure that there is no contact between the management employee and the grievor without loss of pay and benefits to the grievor.
- (g) The Employer shall post conspicuously in the work place, a policy regarding harassment and discrimination.

ARTICLE 21 – WAGES

**GREAT CANADIAN CASINOS INC.
WAGE STRUCTURE - DEALERS**

Description	Job Code	Probation	Post Probation	Completion of									
				1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	7 Yr	8 Yr	9 Yr	10 Yr
Dealers													
Cards & Sic Bo													
Newly Trained and Incoming Professional. Also Departmental Transfer (Probation Rates)	200	8.00	n/a	8.25	9.00	9.50	10.00	10.50	11.00	11.00	11.50	11.50	12.00
Regular	202	n/a	8.25	8.75	9.50	10.00	10.50	11.00	11.50	11.50	12.00	12.00	12.50
Cards, Sic Bo & Roulette													
Newly Trained & Incoming Professional Also Departmental Transfer (Probation Rates)	400	9.00	n/a	9.75	10.50	11.00	11.50	12.00	12.50	12.50	13.00	13.00	13.50
Regular	406	n/a	10.25	10.75	11.50	12.00	12.50	13.00	13.50	13.50	14.00	14.00	14.50
Poker													
Probation	200P	8.25	n/a	8.50	9.25	9.75	10.25	10.75	11.25	11.25	11.75	11.75	12.25
Newly Trained & Incoming Professional Also Departmental Transfer (Probation Rates)	202P	n/a	8.50	9.00	9.75	10.25	10.75	11.25	11.75	11.75	12.25	12.25	12.75
	400P	9.25	n/a	10.00	10.75	11.25	11.75	12.25	12.75	12.75	13.25	13.25	13.75
	406P	n/a	10.50	11.00	11.75	12.25	12.75	13.25	13.75	13.75	14.25	14.25	14.75
Poker (Regular)	200P	n/a	n/a	8.75	9.50	10.00	10.50	11.00	11.50	11.50	12.00	12.00	12.50
	202p	n/a	8.75	9.25	10.00	10.50	11.00	11.50	12.00	12.00	12.50	12.50	13.00
	400P	n/a	n/a	10.25	11.00	11.50	12.00	12.50	13.00	13.00	13.50	13.50	14.00
	406P	n/a	10.75	11.25	12.00	12.50	13.00	13.50	14.00	14.00	14.50	14.50	15.00

Letter of Understanding
Between
Great Canadian Casino
And
CAW - Canada Local 3000

Re: Respecting Optional Hours of Work on Sixth Day

Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the sixth (6th) day at straight time. Such an employee may decline the additional hours without affecting his/her right under this collective agreement. All sixth shifts shall be offered in order of seniority provided employees have the ability to do the required work.

Dated at Vancouver, British Columbia this day of , 2003.

FOR THE COMPANY

FOR THE UNION

