

COLLECTIVE AGREEMENT

BETWEEN

**COAST CASINO CORPORATION
(SUPERVISORS)**

AND

TEAMSTERS LOCAL UNION No. 213

July 23rd, 2003 - April 1st, 2005

**DON MCGILL
Secretary-Treasurer**

**TABLE OF CONTENTS
COAST CASINO CORPORATION**

ARTICLE	PAGE
ARTICLE 1 - PURPOSE	<u>1</u>
ARTICLE 2 - UNION SECURITY	<u>1</u>
ARTICLE 3 - UNION REPRESENTATION.....	<u>2</u>
ARTICLE 4 - MANAGEMENT RIGHTS.....	<u>2</u>
ARTICLE 5 - CHECKOFF AND UNION DUES	<u>2</u>
ARTICLE 6 - CONTRACTING OUT	<u>3</u>
ARTICLE 7 - DEFINITION OF EMPLOYEES.....	<u>3</u>
ARTICLE 8 - SENIORITY.....	<u>4</u>
ARTICLE 9 - HOURS OF WORK.....	<u>5</u>
ARTICLE 10 - OVERTIME	<u>5</u>
ARTICLE 11 - REQUIREMENT FOR OVERTIME AND EARLY-OFF.....	<u>6</u>
ARTICLE 12 - SCHEDULING OF SHIFTS.....	<u>6</u>
ARTICLE 13 - TRANSITION CLAUSE	<u>7</u>
ARTICLE 14 - REST PERIODS	<u>8</u>
ARTICLE 15 - STATUTORY HOLIDAYS	<u>8</u>
ARTICLE 16 - ANNUAL VACATION	<u>9</u>
ARTICLE 17 - LEAVE OF ABSENCE	<u>9</u>
ARTICLE 18 - JOB POSTINGS	<u>10</u>
ARTICLE 19 - TECHNOLOGICAL CHANGE	<u>11</u>
ARTICLE 20 - GRIEVANCE PROCEDURE	<u>11</u>

ARTICLE 21 - ARBITRATION PROCEDURE[12](#)

ARTICLE 22 - SAFETY[13](#)

ARTICLE 23 - GENERAL[15](#)

ARTICLE 24 - DRESS CODE[15](#)

ARTICLE 25 - PAYMENT OF WAGES[15](#)

ARTICLE 26 - SEVERANCE PAY[16](#)

ARTICLE 27 - HEALTH BENEFITS PLAN[16](#)

ARTICLE 28 - WORK PERFORMED BY MANAGEMENT[16](#)

ARTICLE 29 - TRAINING[17](#)

ARTICLE 30 - INTERRUPTION OF WORK[17](#)

ARTICLE 31 - HUMAN RIGHTS[17](#)

ARTICLE 32 - JOB CLASSIFICATIONS AND WAGE RATES[17](#)

ARTICLE 33 - ARTICLE HEADINGS[17](#)

ARTICLE 34 - TRANSPORTATION[18](#)

ARTICLE 35 - TOOLS[18](#)

ARTICLE 36 - LOSS OF BENEFITS[18](#)

ARTICLE 37 - MINIMUM STANDARDS[18](#)

ARTICLE 38 - TRANSFERRED EMPLOYEES[18](#)

ARTICLE 39 - TRANSFER OF TITLE OR INTEREST[18](#)

ARTICLE 40 - SAVINGS CLAUSE[19](#)

ARTICLE 41 - CONFLICTING AGREEMENT[19](#)

ARTICLE 42 - RETROACTIVE PAY[19](#)

ARTICLE 43 - PRINTING OF AGREEMENT[19](#)

ARTICLE 44 - DURATION OF AGREEMENT.....[19](#)
SIGNATORY PAGE[20](#)
APPENDIX "A" - WAGE RATES [21](#)

THIS AGREEMENT entered into this day of , 2004.

BETWEEN: **COAST CASINO CORPORATION**
#210 - 4240 Manor Street
Burnaby, B.C. V5G 1B2

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of settling differences and misunderstandings which may arise; to further to the fullest extent possible the safety and welfare of the employees; economy of operations; quality of work performed; protection of property; and to elevate the industry to the highest standards of proficiency.

ARTICLE 2 - UNION SECURITY

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees within the bargaining unit for which the Union is certified under the Labour Relations Code of British Columbia.

2.02 The term employee as used in this Agreement shall apply to any person performing work in any job, which is covered by the Certificate and/or this Agreement.

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

a condition of employment, become a member of the Union within thirty (30) days after their employment.

- 2.04 No employee shall be required to cross a legal picket line arising from a strike or lockout. For the 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. 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.
- 2.05 Upon written notice being given to the Employer by the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee within seven (7) days of receipt of notice.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 Shop Stewards: The Employer agrees to recognize a maximum of one (1) employees per shift, elected or appointed from the Teamsters Local Union No. 213 membership employed by Coast Casino Corporation, to act as shop steward. The shop steward may, within reason, investigate and process grievances during regular working hours without loss of pay. The steward must obtain permission from his/her immediate supervisor before leaving his/her work area for such purpose. Such permission shall not be unreasonably withheld, but may be subject to the operational requirements of the steward work area.

The Employer shall recognize elected or appointed shop stewards, provided the Union has first advised the Employer, in writing, of the names of the employees so elected or appointed. Further, the Union agrees to advise the Employer, in writing, of any changes made to the composition of the shop stewards.

The shop steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

- 3.02 Employee Contact: Representative(s) of the Union shall have the right to contact employees at their place of employment during working hours on matters respecting this Agreement or its administration. The Union must first obtain authorization from the Employer as to an appropriate time for such contact. Permission for such contact shall not be unreasonably withheld.

- 3.03 Union Participation: The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The management and control of the Employer's operations and the direction of the working force, including the right to hire, direct, promote, demote, lay-off, suspend or otherwise discipline or discharge any employee for just and sufficient cause, shall remain the exclusive rights of the Employer, subject to the right of the employee(s) concerned to lodge a grievance in the manner and to the extent provided in Articles 19 and 20 of this Agreement.

ARTICLE 5 - CHECKOFF AND UNION DUES

- 5.01 Assignment of Wages: Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transfer monies so collected to the Union.
- 5.02 Checkoff Form: The Union shall each month mail, electronically to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amount of fees, dues, assessments, etc., they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall add the names of any new employees. The Union shall provide the Employer with thirty (30) days notice of any change to the Union dues structure.
- 5.03 Monthly Remittance: The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly fees, dues and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, together with one (1) copy of the checkoff form as above mentioned.
- 5.04 Casual employees as defined in Article 7.04 shall not be subject to Union initiation fees, but they shall be subject to monthly Union dues deductions. Casual employees who become regular full-time or regular part-time employees, providing a position is available, shall be subject to Union initiation fees.
- 5.05 To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records of bargaining unit members.

ARTICLE 6 - CONTRACTING OUT

- 6.01 No work performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or contracted out by the Employer to any shop, agency or person outside the bargaining unit.

ARTICLE 7 - DEFINITION OF EMPLOYEES

- 7.01 Probationary: All new employees shall be considered probationary for the first sixty (60) shifts worked. The Employer may extend the probationary period. Upon successful completion of the probationary period, the employee shall have rights under this Agreement and seniority dating back to the first day of the probationary period.
- 7.02 Regular Full-Time is an employee who has successfully completed the probationary period and works regularly scheduled shifts as set out in Articles 9 and 12 herein.
- 7.03 Regular Part-Time is an employee who has successfully completed the probationary period but who works less than the number of consecutive shifts required for regular full-time employees.
- 7.04 Casual is an employee who is employed to supplement the regular work force on a full-time or part-time basis, for a specified length of time. Such employees shall not be employed for over thirty (30) calendar days in any three (3) month period without the agreement of the Union.

ARTICLE 8 - SENIORITY

- 8.01 There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every three (3) months and one (1) copy posted on the Bulletin Board.
- 8.02 Overall Seniority shall be established upon successful completion of the probationary period after which an employee's seniority shall be backdated to the employee's first shift worked. Overall seniority shall apply to an employee's annual vacation entitlement, employment lay-off and severance pay entitlement as outlined in Article 25. In the event that two (2) or more employees worked their first shifts on the same day, they will be ranked for seniority purposes by the draw of cards.
- 8.03 Classification Seniority shall be established once an employee successfully completes the trial period in a classification and shall be defined as length of continuous service within that classification. Classification seniority shall apply to hours of work and scheduling, vacation selection and lay-off within the classification.

- 8.04 An employee granted leave of absence under Article 16.07 herein shall continue to accrue seniority for a period of one (1) year, following which seniority shall be retained, but shall not continue to accrue, for a further period of one (1) year. Seniority shall be lost if the employee does not return to work following the two (2) year period. For all other Employer authorized leaves of absence, seniority shall continue to accrue for a maximum of one (1) year following which, seniority shall be lost if the employee does not return to work.
- 8.05 Seniority shall continue to accrue during the absence of an employee who is off work due to illness for one (1) year following which, seniority shall be retained, but shall not continue to accrue until the employee returns to work.
- 8.06 Seniority shall continue to accrue during the absence of an employee who is off work as a result of a compensable injury for one (1) year following which, seniority shall be retained, but shall not continue to accrue until the employee returns to work.
- 8.07 If an employee is promoted to a position outside of the bargaining unit, he/she may elect to return, or the Employer may require the employee to return, to his/her former position within sixty (60) shifts without loss of seniority. Other employee(s) so affected by such return shall be returned to their former position(s).
- 8.08 Seniority shall be lost if an employee:
- (a) voluntarily leaves the employ of the Employer; or
 - (b) is discharged for cause; or
 - (c) does not return to work as set out in Article 8.04 herein; or
 - (d) after a layoff, fails to report for work for five (5) calendar days after being notified to return to work by registered mail at the employee's last known address; or
 - (e) is absent without leave for five (5) consecutive working days without legitimate reason; or
 - (f) is on continuous layoff for six (6) months.
- 8.09 Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.
- 8.10 Employees from the bargaining unit formed by dealers shall have first opportunity to apply for job postings within both bargaining units.

ARTICLE 9 - HOURS OF WORK

- 9.01 Normal straight time hours

- (1) (i) Employees must have at least 32 consecutive hours free from work each week.

The Employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.

- (ii) not more than eight (8) hours in any one working day;
 - (iii) not more than five (5) working days in any seven (7) consecutive day period beginning on Sunday, with two (2) consecutive days off unless split days off are requested by the employee;
 - (iv) not more than forty (40) hours in four (4) working days in any seven (7) consecutive day period beginning on Sunday.
- (b) (i) not more than ten (10) hours in any one working day;
 - (ii) not more than four (4) working days in any seven (7) consecutive day period beginning on Sunday, with three (3) consecutive days off unless split days off are requested by the employee.

9.02 Ten (10) hour shifts may not be limited to any one shift. Scheduling of such shifts will be done on the basis of operational need.

ARTICLE 10 - OVERTIME

10.01 Employees who work over eight (8) hours a day shall be paid:

- (a) one and one-half (1½) times the employee's regular wage for the time worked over eight (8) hours; and
- (b) double the employee's regular wage for any time worked over eleven (11) hours.

10.02 For the purposes of calculating weekly overtime under Article 10.01 above, only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

10.03 Employees who work ten (10) hour shifts shall be paid:

- (a) one and one-half (1½) times the employee's regular wage for the time worked over (10) hours; and
- (b) double the employee's regular wage for any time worked over thirteen (13) hours.

10.04 If a week contains a statutory holiday that is given to an employee under this Collective Agreement:

- (a) the references to hours in Article 10.01 are reduced by eight (8) hours for each statutory holiday in the week, and
- (b) the hours the employee works on the statutory holiday are not counted when calculating the employee's overtime for that week.

ARTICLE 11 - REQUIREMENT FOR OVERTIME AND EARLY-OFF

11.01 Overtime will normally be voluntary. If overtime is required and no employees (or an insufficient number of employees) have volunteered to work overtime, the Employer may require employees to work overtime in reverse order of classification seniority, based on skills required within the casino at such time, starting with the most junior employee who is available.

11.02 Early-Off will normally be voluntary. If employees are required to take early-off and no employees (or an insufficient number of employees) have volunteered to take early-off, the Employer may require employees to take early-off in reverse order of classification seniority, starting with the most junior employee who is at work.

ARTICLE 12 - SCHEDULING OF SHIFTS

12.01 The Employer shall post at the casino a schedule which shall state each employee's name, starting and quitting times and days on and off, and shall not be changed by the Employer without two (2) calendar days' notice to an employee affected by a change in the schedule, except in emergency situations. The shift schedule shall be posted at least two (2) weeks in advance of its effective date. Where an employee's normal schedule is altered, he/she shall be paid two (2) hours pay in addition to his/her normal rate of pay for the first shift.

12.02 It is understood that shifts, which commence on one calendar day and extend past midnight to the next

calendar day are considered to be shifts worked only on the calendar day on which the shifts begin.

12.03 The Employer is not obligated to provide regular part-time and casual employees with a fixed schedule. Regular part-time employees must make themselves available to work a minimum number of two (2) shifts per week.

12.04 Changes to Shift Schedules

- (a) In situations other than emergencies, scheduled employees are entitled to two (2) calendar days notice of any change in their respective shift schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a call-out.
- (b) An employee may, with the consent of the Employer and having provided one (1) week's notice, change shifts with an employee within the same classification who has equivalent skills. A request sheet signed by both employees must accompany the request. The change shall not be effective until signed by the shift manager. The employee who takes the shift assumes all obligations as if the shift was being worked by the employee originally scheduled to work the shift. The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange or giving away of shifts.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled because of illness, injury or emergency, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer sufficient time to arrange coverage for the absence. If an employee is going to be late for work, the employee must notify the Employer at least one (1) hour prior to the shift start time.
- (d) If an employee turns down calls for sick/shift replacement coverage three (3) times within a six (6) month period, the Employer shall not be obligated to call the employee for overtime to provide such coverage, for the remainder of the six (6) month period.

ARTICLE 13 - TRANSITION CLAUSE

- 13.01 Dealers who compete in the annual Dealer Supervisor promotional competition are eligible to work in an interim (part-time) Dealer Supervisor Position.
- 13.02 Interim Dealer Supervisors will be employed for the purpose of filling employee absences of Full-Time Dealer Supervisors for the following:

WCB Claims, Vacation Request, Leaves of Absence, Training and Medical Leaves of Absence.
- 13.03 Hourly compensation for the Interim Dealer Supervisor position will be fifty cents (50¢) per hour less than the posted rate of the Dealer Supervisors who have achieved the Full-Time designation.
- 13.04 Benefits will be such that the employee will remain in the benefits program offered within the position they are leaving until the position applied for becomes full-time and the employee moves to the dealer supervisor bargaining unit or in the case of pit boss they leave the dealer supervisor bargaining unit.
- 13.05 Probationary periods will be in accordance with Article 18.

ARTICLE 14 - REST PERIODS

- 14.01 All supervisors but relief supervisors shall receive a fifteen (15) minute paid rest period after sixty (60) minutes of work.
- 14.02 Relief Supervisors shall receive a fifteen (15) minute paid rest period after eighty-five (85) minutes of work or when the operational need is required.

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.01 Any day, which is or may be proclaimed as a holiday by the Federal, Provincial and/or Municipal government shall be recognized as paid statutory holidays. In addition, the Employer shall treat Boxing Day as a statutory holiday.
- 15.02 Payment for Statutory Holidays
- (a) Regular employees shall receive a normal day's pay for the statutory holidays. A normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the

statutory holiday occurs, divided by ten (10), to establish the hours to be paid for the statutory holiday.

- (b) A regular employee who is scheduled by the Employer to work on a holiday, shall be paid one and one-half (1½) times their normal wage rate for any hours worked on a statutory holiday, in addition to the payment provided in (a) above.
- (c) 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 scheduled shift following the holiday.
- (d) In the event an employee's day off falls on a statutory holiday, such employee shall receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (e) To be eligible to receive pay for a statutory holiday, employees other than regular employees, must have worked fifteen (15) of the previous thirty (30) days before the statutory holiday, as set out in the Employment Standards Act of British Columbia.

ARTICLE 16 - ANNUAL VACATION

16.01 Vacation Entitlement: An employee's anniversary date of employment shall determine his/her annual vacation entitlement and payment.

- (a) Regular full-time employees who have completed one (1) year of service shall receive vacation entitlement of four (4%) of gross pay.
- (b) Regular full-time employees who have completed four (4) years of service shall receive vacation entitlement of six (6%) percent of gross pay.
- (c) Regular full-time employees who have completed eight (8) years of service shall receive vacation entitlement of eight (8%) percent of gross pay.
- (d) Vacation pay shall be issued upon request, to a maximum of two (2) times per annum.

16.02 Vacation Selection: Once vacation schedules have been finalized, vacations shall not be altered except by mutual agreement between the employee and the Employer.

- (a) No later than January 1st of each year, the Employer shall post a vacation selection schedule for each classification. Vacation selections must be completed by February 15th of each year, following which vacation periods shall be allocated on a first come first serve basis.
- (b) Employees shall select their vacation periods in order of classification seniority until all employees in the group have selected one (1) period. Subsequently, all employees in the group who have chosen to take their vacation in broken periods shall select in order of classification seniority for a second vacation period, and again for subsequent periods, until all periods are chosen.
- (c) Vacation schedules shall be established so that there are sufficient employees in each classification at work in order to meet the operational requirements of the casino.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Bereavement Leave: In the case of death of a parent, spouse, child, brother, sister, parent-in-law, sister-in-law, brother-in-law, grandparent or grandchild,

an employee shall be granted, at time of bereavement, three (3) regularly scheduled work days leave of absence without loss of pay. The Employer may require a death certificate.

17.02 Maternity/Parental Leave: Shall be granted in accordance with the Employment Standards Act of British Columbia and any future amendments or revisions to the Act.

17.03 Jury Duty: Upon providing the Employer with evidence and notice of being summoned to Jury Duty, an employee shall be granted leave of absence without loss of pay. The employee shall refund to the Employer the full amount of any payment received from the courts in respect of such jury duty. Upon returning to work from Jury Duty, an employee shall be returned to his/her former position and rate of pay.

17.04 Union Business: Leave of absence without pay shall be granted to a maximum of three (3) employees for the purpose of attending to Union business other than that arising from the Collective Agreement. The Union shall request such leave with at least two (2) weeks notice in advance. Such leaves shall be granted without financial hardship to the casino operation.

17.05 Upon written request to the Casino Manager, an employee shall be entitled to apply for leave of absence without pay. Such request must be submitted at least forty-five (45) working days prior to the commencement of the leave (except in cases of family emergencies). Such leave may be requested once every two (2) years for a maximum of ninety (90) calendar days. The granting of such leave is within the discretion of the Employer. An employee who wishes to remain covered by the Health and Welfare Benefit Plans prescribed in this Agreement may do so by paying the cost of the premiums monthly, in advance.

17.06 Time off to vote shall be in accordance with applicable Federal and Provincial statutes.

17.07 If an employee covered by this Agreement is either elected or appointed to a full-time position with the Union, he/she shall be granted unpaid leave of absence for a period of up to two (2) years. Seniority of an employee granted leave under this provision shall be as set out in Article 8.04 herein. The Union shall provide the Employer with as much advance notice of such election/appointment as possible, to allow the Employer to make arrangements for a replacement.

ARTICLE 18 - JOB POSTINGS

- 18.01 (a) Vacant positions within the bargaining unit shall be posted for seven (7) calendar days.
- (b) Postings shall be awarded on the basis of skill, ability, qualifications and seniority. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. Employees may apply for lower paid as well as higher paid positions.
- (c) In filling a position under this Article, the successful applicant shall be on a trial period of up to sixty (60) shifts worked to determine his/her ability to perform the work required. During the trial period, the employee may elect to return, or the Employer may require the employee to return, to his/her former position and rate of pay, without loss of classification seniority. Any other employees thereby affected shall be returned to his/her former position and rate of pay, without loss of classification seniority.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01 Any question regarding technological change within the scope of this Collective Agreement shall be resolved by the procedures as outlined in the B.C. Labour Code as at January 1997.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 Grievance Defined - "Grievance" means any difference or dispute between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee(s) bound by this Agreement or between the Employer and the Union.
- 20.02 Informal Step: As an informal step, the employee is encouraged to make an earnest effort to resolve any grievance directly with the employee's supervisor or manager. At the employee's option, a shop steward may accompany the employee.
- 20.03 Grievance Procedure: Grievances shall be settled in the following manner:

STEP 1:

- (a) The employee involved shall reduce the grievance in writing and take up the matter with the Casino Manager within five (5) calendar days of the circumstances giving rise to the grievance. A shop steward must accompany the employee.
- (b) The written grievance shall clearly describe the nature of the incident, which gave rise to the grievance, and it shall clearly state the provision of the Agreement, which has allegedly been violated.
- (c) The parties shall have up to five (5) calendar days to settle the grievance at the Step 1 level. If satisfactory settlement is not reached, within five (5) calendar days of receiving the Casino Manager's response, the grievance may be submitted to Step 2.

STEP 2:

- (a) The employee involved, together with a representative of the Union and a shop steward if the Union wishes, shall take up the matter with the Manager of Human Resources or other authorized representative of the Employer.
- (b) The parties shall have up to five (5) calendar days to settle the grievance at the Step 2 level. If a satisfactory settlement is not reached, within five (5) calendar days of receiving the Employer's response, the grievance may be submitted to Step 3.

STEP 3:

- (a) The employee involved, together with a representative of the Union and a shop steward if the Union wishes, shall take up the matter with the Director of Operations or other authorized representative of the Employer.
- (b) The parties shall have five (5) calendar days to settle the grievance at the Step 3 level. If a satisfactory settlement is not reached, within five (5) calendar days of receiving the Employer's response, the matter may be referred to arbitration as set out in Article 21 herein.

20.04

Union or Employer Grievance: The Union may file policy grievances and the Employer may file grievances. Such grievances shall be submitted at the Step 2 level

and proceed through the grievance procedure as provided herein.

20.05 Time Limits: A grievance shall commence and proceed through the steps of the grievance procedure within the time limits provided, otherwise it shall be deemed to be abandoned. However, the time limits set forth in this Article may, be extended by mutual agreement of the parties.

20.06 When a grievance is presented and replied to at any level of the grievance procedure, the date of receipt and reply must be noted.

20.07 Notice of discipline shall be removed from an employee's file:

- (a) If verbal - in six (6) months;
- (b) If written - in one (1) year.

ARTICLE 21 - ARBITRATION PROCEDURE

21.01 Arbitration Board: Where any difference arises between the parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either party to the Canadian Joint Grievance Panel as agreed upon by mutual consent or to an Arbitration Board of three (3) members and the following procedure shall be adopted:

- (a) The party desiring arbitration under this Article shall notify the other party, in writing, in accordance with the provisions of Article 20, Step 3, setting out the particulars of the grievance in dispute, and shall appoint a member for the Board.
- (b) The party receiving the notice shall, within five (5) calendar days, appoint a member to the Board and shall notify the other party of its appointment.
- (c) The two (2) arbitrators so appointed shall confer to select a third party to act as Chair and, failing for five (5) calendar days from their appointment, to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chair. Hearings shall commence within thirty (30) calendar days of the appointment of the Chair.

- (d) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make its award within fifteen (15) calendar days of the completion of the hearings, except when the time is mutually extended by agreement of the Parties. The Board shall deliver its award, in writing, to each of the parties. The award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 21.02 herein.
- (e) Each party shall pay their own costs and expenses of the arbitration, the remuneration and expenses of their appointees and one-half (½) the expenses of the Chair.

21.02 Single Arbitrator: As an alternative procedure to Article 21.01, the parties to this Agreement may, if mutually agreed, refer the matter to a mutually agreeable Single Arbitrator and the following procedure shall be adopted:

- (a) The party desiring arbitration under this Article shall notify the other party in writing of the particulars of the grievance in dispute in accordance with the provisions of Article 20, Step 3.
- (b) The parties to the dispute shall thereupon decide upon an Arbitrator.
- (c) Upon appointment of a mutually agreeable Arbitrator, the Arbitrator shall hear the parties, settle the terms of question to be arbitrated and make his/her award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute. The Arbitrator shall deliver his/her award, in writing, to each of the parties. This award shall be final and binding upon the parties and shall be carried out forthwith.
- (d) Each party shall pay their own costs and expenses of the arbitration and one-half (½) of the remuneration and expenses of the Arbitrator.

ARTICLE 22 - SAFETY

22.01 The Employer agrees to make reasonable and proper provision for the maintenance of high standards of health

and safety in the workplace. If any employee has a recommendation, which would improve health and safety standards, the recommendation shall be made to the Health and Safety Committee.

22.02 The two (2) representatives of the Joint Health and Safety Committee (one from Management and one from the employee group), shall make inspections of the workplace and equipment at the request of either party and shall meet once a month. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Employer and the Union on the nature and causes of the accident or injury. Furthermore, such representatives shall be notified of the inspection by government inspectors and where possible shall have the right to accompany them on inspections. Time spent on such activities shall be considered time worked.

22.03 (a) Upon return to work from an extended (2 weeks or longer) illness, accident or compensable injury, an employee shall provide the Employer with a medical certificate that the employee is fit to return to work.

(b) Any other medical examinations requested by the Employer shall be complied with and the Employer shall pay for all such examinations. The Employer shall select its own medical examiner or physician. When a medical examination is requested by the Employer, the following conditions shall apply:

(1) The employee shall be paid for the time involved at his/her regular rate of pay.

(2) If the employee is deemed to be physically incapable of carrying out his/her regularly assigned duties:

(i) The Employer shall notify the Union of the medical findings in respect of the employee.

(ii) Should the Union or the employee disagree with said findings, the employee shall have the right to be examined by his/her personal physician at his/her own expense.

(iii) Where there is no agreement between the Employer-appointed physician and the employee's physician on the condition of

the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.

- (iv) The findings of the medical consultant shall be final and binding upon the parties.
- (v) The remuneration of the medical consultant shall be borne equally by the Employer and the Union.
- (vi) Should the medical consultant deem the employee to be capable of carrying out his/her regularly assigned duties, the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.

ARTICLE 23 - GENERAL

23.01 The Employer shall supply the Union with an adequately enclosed bulletin board in the break room for the purpose of posting Union notices and communicating with Union members.

23.02 In the event that Federal or Provincial legislation, Orders in Council, regulations or British Columbia Lottery Corporation policies makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision(s) to be substituted for the provision(s) so altered or invalidated, but failing mutual agreement on a substituted provision(s), the matter shall be governed by the applicable legislation, Orders in Council, regulations or British Columbia Lottery Corporation policies. Failing resolution to the affected provision within this Agreement resolution shall be sought through Arbitration for an appropriate substitution.

ARTICLE 24 - DRESS CODE

24.01 Dress Code as outlined in the Gateway Casinos Inc. policy manual.

24.02 The Employer will provide uniforms and dry cleaning for those items requiring dry cleaning.

ARTICLE 25 - PAYMENT OF WAGES

25.01 Wages shall be paid every second (2nd) Thursday or every second (2nd) Friday for direct deposit for all wages up to and including the previous Saturday. When a statutory holiday lands on a Thursday, the payday shall be on the day before.

25.02 A separate detailed statement of earnings shall be given to each employee on every pay day showing all regular hours worked, rate of pay, all overtime hours worked, annual running total of vacation pay and general holiday pay, the date of the pay period and a complete, itemized list of deductions. Any wording or implications on the pay cheque construing payment in full is not allowed.

25.03 Any employee who voluntarily leaves the employment of the Employer shall receive all wages due in full, including general and annual holiday pay, a statement of

deductions made and a record of employment form within six (6) days following last day of employment.

25.04 Any employee who is terminated by the Employer shall receive within forty-eight (48) hours of such termination all wages due to the employee including all overtime, statutory holiday pay, annual holiday pay and a record of employment form.

25.05 The Employer shall record on each employee's annual T-4 slip the total amount of Union dues deducted and submitted on behalf of each employee.

25.06 Payroll errors generated by the Employer of eight (8) hours or greater shall be corrected within two (2) business days, Monday-Friday.

ARTICLE 26 - SEVERANCE PAY

26.01 Severance pay will be administered as outlined in the Employment Standards Act as at October 17th, 1997, Part 8;63.

26.02 Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

ARTICLE 27 - HEALTH BENEFITS PLAN

27.01 Eligibility for benefits plans as outlined in the Collective Agreement require an employee be full-time and thus to work a minimum of thirty (30) hours per week, averaged over an eight (8) week period. Employees will not suffer loss of eligibility due to scheduling changes; cutback in hours.

27.02 Provincial Medical Plan: Enrollment to the B.C. Medical Services Plan shall be available to eligible employees. Coverage includes dependants, the Employer shall pay one hundred percent (100%) of the premium.

27.03 Sunlife Group Insurance Benefits: The Employer will pay the full cost for eligible employees and their dependants for the following group insurance benefits:

- (i) Extended Health Care
- (ii) Dental
- (iii) Life Insurance
- (iv) Accidental Death and Dismemberment.

27.04 Each employee shall pay Long Term Disability premiums.

27.05 Self-Directed Registered Retirement Savings Plan contributions will be matched by the Employer at the rate of twenty-five cents (25¢) per hour for all full-time employees. The contribution will be increased by five cents (5¢) per hour to thirty cents (30¢) per hour for all full-time employees effective November 1st, 2000.

ARTICLE 28 - WORK PERFORMED BY MANAGEMENT

28.01 The Employer recognizes that it is improper for management or excluded employees to do work which is presently performed by employees within the bargaining unit covered by this Agreement. However, the parties recognize that for the practical and efficient operation of the casino, there are occasions when a management employee must help. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.

ARTICLE 29 - TRAINING

29.01 The Employer recognizes its responsibility for the training of its employees. The Employer shall make every effort to train employees as necessary under the direction of a qualified employee. This will provide each employee with the opportunity to perform his/her job satisfactorily and ensure the required complement of trained personnel to maintain the efficient operation of the casino at all times.

29.02 Employees shall make themselves available two (2) hours prior to the commencement of their normal shift to facilitate training. The Employer shall:

- (a) pay employees at their normal rate of pay for this training;
- (b) provide two (2) weeks notice of the training;
- (c) allow employees to choose between weekday or weekend sessions.

ARTICLE 30 - INTERRUPTION OF WORK

30.01 The Union agrees that during the term of this Agreement there shall 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 shall be no lockout.

ARTICLE 31 - HUMAN RIGHTS

31.01 The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 32 - JOB CLASSIFICATIONS AND WAGE RATES

32.01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

32.02 An employee who is assigned, in accordance with the terms of this Agreement, to a higher classification shall be paid the rate of the higher classification for the time he/she performs the job, scaled up to the nearest three (3) hours. An employee assigned to a lower-paying classification, shall continue to receive their normal wage rate for the time he/she performs the lower-paying job.

32.03 When an employee is injured on the work-site he/she shall be paid a full day's wages for the day of the accident.

ARTICLE 33 - ARTICLE HEADINGS

33.01 The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 34 - TRANSPORTATION

34.01 No employee shall use his/her car on Employer business.

ARTICLE 35 - TOOLS

35.01 All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

ARTICLE 36 - LOSS OF BENEFITS

36.01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or any other benefits shall suffer a reduction of wages or benefits because of this Agreement.

ARTICLE 37 - MINIMUM STANDARDS

- 37.01 (a) It is intended that the provisions contained in the *Employment Standards Act and Regulations (Act)*, presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this Collective Agreement does not contain a provision which is contained in the *Act* such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.
- (c) In the event this Collective Agreement contains a provision which is a lesser requirement than a similar or related provision contained in the *Act*, then the provision contained in the *Act* shall prevail, and shall be deemed to be incorporated in the Collective Agreement as part of its terms.
- (d) In the event a dispute arises respecting the application or interpretation of any provision of the *Act* which is deemed to be part of the terms of this Collective Agreement, the Grievance Procedure

contained in this Collective Agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

ARTICLE 38 - TRANSFERRED EMPLOYEES

38.01 Employees within the bargaining unit cannot and will not be transferred to another site of the Employer.

ARTICLE 39 - TRANSFER OF TITLE OR INTEREST

39.01 Successor Rights and Obligations per the Labour Relations Code per October 1st, 1998 shall prevail in the instance of Transfer of Title or Interest.

ARTICLE 40 - SAVINGS CLAUSE

- 40.01 (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 20 herein.

ARTICLE 41 - CONFLICTING AGREEMENT

- 41.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

ARTICLE 42 - RETROACTIVE PAY

ARTICLE 43 - PRINTING OF AGREEMENT

- 43.01 The cost of printing this Collective Agreement with sufficient copies in booklet form for distribution to the Union and its members and to all Management employees shall be shared equally by the Employer and the Union and shall be printed in a Union shop.

ARTICLE 44 - DURATION OF AGREEMENT

- 44.01 This Agreement shall be for the period from July 23rd, 2003 to and including April 1, 2005. Either party to this agreement may, within four months

immediately preceding April 1st, 2005, give to the other party written notice to commence collective bargaining.

44.02 After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

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

Dated at Burnaby, B.C. this _____ day of _____, 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

**DEALER SUPERVISOR WAGE RATE STRUCTURE
Effective April 1st, 2003**

Classification	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
Dealer Supervisors	\$13.05	\$13.65	\$14.15	\$14.65	\$15.15	\$15.25	\$15.25	\$15.35	\$15.35	\$15.75
Dealer Supervisors Hired After April 1/03	\$12.00	\$12.75	\$13.25	\$13.75	\$15.00	\$15.25	\$15.25	\$15.35	\$15.35	\$15.75

All wage rates shall be retroactive to April 1st, 2003.