

COLLECTIVE AGREEMENT

between

LAKE CITY CASINOS LTD.

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Locals 1705 & 1707

Effective from September 5, 2004 to September 4, 2007

TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION	1
1.1 Purpose	1
1.2 Gender References	1
ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT	1
2.1 Duration	1
2.2 Labour Relations Code – Sections 50(2) and 50(3) Excluded	1
2.3 Strikes and Lockouts.....	1
2.4 Contracted Services	1
2.5 Extent	2
2.6 Joint Orientation	2
ARTICLE 3 - UNION RECOGNITION	2
3.1 Recognition of Exclusive Bargaining Agent	2
3.2 Recognition of Legal Picket Lines	2
3.3 Bargaining Unit Work	2
3.4 Union Buttons	3
3.5 Union Investigation	3
3.6 Bulletin Boards	3
ARTICLE 4 - UNION SECURITY	3
4.1 Membership	3
4.2 New Employees	3
4.3 Check-off – Assignment of Wages	4
4.4 Check-off – Process and Procedures.....	4
ARTICLE 5 - UNION STEWARDS	4
5.1 Shop Stewards.....	4
5.2 Management and Union Stewards Meeting.....	5
ARTICLE 6 - MANAGEMENT RIGHTS	6
6.1 Direction of Workforce	6
6.2 Direction of Operations	6
6.3 Application of Rights.....	6
6.4 Exercising of Rights	6
ARTICLE 7 - ADMINISTRATION.....	6
7.1 New Jobs	6
7.2 Payment of Wages Upon Termination, Layoff or Resignation.....	6
7.3 Election Days	6
7.4 Work in Two Jobs.....	7
7.5 Performance Appraisals.....	7
7.6 Personnel File.....	7
7.7 Pay Days	7
ARTICLE 8 - STATUTORY HOLIDAYS.....	7
8.1 Statutory Holidays	7
8.2 Statutory Holiday Falling on Day Off.....	8
8.3 Payment For Statutory Holiday.....	8
8.4 Statutory Holiday During Employee’s Vacation	8
ARTICLE 9 - ANNUAL VACATION	8
9.1 Vacation Entitlement	8
9.2 Annual Vacations and Pay Entitlements.....	9
9.3 Vacation Scheduling Preference by Seniority	9

ARTICLE 10 - LEAVES OF ABSENCE.....	9
10.1 Leave of Absence: Employee Elected to Union Office.....	9
10.2 Leave of Absence: Union Conventions and Educational Programs	10
10.3 Court Attendance	10
10.4 Bereavement Leave	10
10.5 Jury Duty.....	10
10.6 General Limitation on Leaves of Absence.....	10
10.7 Family Responsibility Leave.....	11
10.8 Pregnancy Leave.....	11
10.9 Parental Leave.....	11
10.10 Educational Leave	12
10.11 Provisions of the Legislation	12
ARTICLE 11 - MISCELLANEOUS EMPLOYMENT ENTITLEMENT	12
11.1 Protected Working Conditions	12
11.2 Employee Attendance at Staff Meetings.....	12
11.3 Employees Returning to Work After Illness or Injury	12
11.4 No Individual Contracts or Agreements	13
11.5 Uniforms	13
11.6 G.P.E.B. Tag Renewal.....	13
11.7 Personal Effects	13
11.8 Substance Abuse.....	14
ARTICLE 12 - HOURS OF WORK	14
12.1 Normal Straight-Time Hours of Work.....	14
12.2 Split Shift	14
12.3 Scheduling of Shifts.....	15
12.4 Posting of Work Schedules	15
12.5 Changes in Work Schedules.....	15
12.6 Rest Periods	16
12.7 No Guarantee	16
12.8 Call-In Procedure for On-Call Employees.....	16
ARTICLE 13 - HEALTH BENEFITS PLAN.....	18
13.1 Provincial Medical Plan.....	18
13.2 Existing Benefit Plans.....	18
13.3 Benefit Entitlement.....	18
13.4 Benefits Continuation.....	18
13.5 Group RRSP Plan	18
ARTICLE 14 - HEALTH & SAFETY	19
14.1 General	19
14.2 Health and Safety Committee.....	19
14.3 First Aid Attendant	19
ARTICLE 15 - DEFINITION OF EMPLOYEES.....	19
15.1 Probationary Period	19
15.2 Definition of Regular Employee	19
15.3 Definition of On-Call Employee	20
15.4 Definition of On-Call Supervisor	20
ARTICLE 16 - SENIORITY	20
16.1 Seniority Defined.....	20
16.2	20
16.3 Accrual of Seniority.....	21
16.4 Loss of Seniority.....	21

16.5	Notice of Layoff.....	21
16.6	Layoff / Recall Procedure.....	22
16.7	Layoffs and Postings.....	22
16.8	Avoidance of Layoff.....	22
16.9	Recall Procedure.....	22
16.10	Seniority Lists.....	22
16.11	Seniority – Bumping.....	23
ARTICLE 17 - JOB POSTINGS		23
17.1	Course Postings.....	23
17.2	Job Postings	23
ARTICLE 18 - DISCIPLINE AND DISCHARGE		24
18.1	24
18.2	Right to Have Union Representative Present.....	24
18.3	Limitation on Holding Discipline Against Employees.....	24
18.4	Discipline and Discharge Grievances	24
ARTICLE 19 - GRIEVANCE PROCEDURE.....		25
19.1	Definition and Recognition of a Grievance	25
19.2	Initial Step.....	25
19.3	Step One.....	25
19.4	Step Two	25
19.5	Informal Step	25
19.6	Step Three	25
19.7	Union or Employer Grievance	26
19.8	Time Limits.....	26
19.9	Persons Authorized to Deal with Grievances	26
19.10	Expedited Arbitration	26
19.11	Arbitration Hearing and Award.....	27
19.12	Authority of the Arbitrator	27
19.13	Cost Sharing.....	27
19.14	Technical Error or Omission	27
19.15	Signing of Documents	28
ARTICLE 20 - HARASSEMENT AND DISCRIMINATION PROCEDURE.....		28
20.1	Sexual Harassment.....	28
20.2	Harassment and Discrimination	28
20.3	Harassment and Discrimination Complaint Procedures	29
WAGE SCHEDULE - September 5, 2004 to September 4, 2007.....		31
Letter of Understanding #1 - Seniority Slotting Process.....		32
LETTER OF UNDERSTANDING #2 - Workforce Changes.....		33
Letter of understanding #3 - Games Training.....		34
LETTER OF UNDERSTANDING #4 - Maximization of Length of Shifts		35
LETTER OF UNDERSTANDING #5 - Scheduling.....		36
LETTER OF UNDERSTANDING #6 - Cashiers.....		37
LETTER OF UNDERSTANDING #7 - Pay for Games Dealt.....		38
LETTER OF UNDERSTANDING #8		39
LETTER OF AGREEMENT #1 - Guest Services Representatives		40

ARTICLE 1 - INTRODUCTION

1.1 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.
- (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.

1.2 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

2.1 Duration

- (a) The duration of this Agreement shall be for a three (3) year period from September 5, 2004, ending on September 5, 2007.

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:
 - (1) the Parties enter into a new or further Agreement
 - (2) the Union commences a legal strike; or
 - (3) the Employer commences a legal lockout; or

- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

2.2 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.

2.3 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.

2.4 Contracted Services

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

2.5 Extent

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

(b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies makes invalid any provision of this Agreement, the remaining provisions shall remain in effect from the term of this Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies. The Employer will provide the B.C. Lottery Corporation Policies and any variances or amendments to the Area Office of the Union and the Chief Shop Steward, unless they are prohibited from doing so by the B.C. Lottery Corporation.

2.6 Joint Orientation

Within ninety (90) days of ratification of this Agreement, a joint orientation session involving all shop stewards, Bargaining Committee members and supervisory personnel, shall be held without loss of pay to review the terms and conditions of this Agreement.

ARTICLE 3 - UNION RECOGNITION

3.1 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 the 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.

3.2 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 to give the Employer advance notice of the probable implementation of picket lines that might affect the Employer’s operation.

(c) The Union understands and agrees that the Employers operations are located on common sites where other unionized employees may be on strike or locked out.

(d) The Union agrees that it shall support, at any legal proceedings, any attempt made by the Employer to limit the effect of third party picketing of its operations.

3.3 Bargaining Unit Work

(a) Supervisors and other employees not included in the bargaining unit will not perform the duties of any position for which rates are established by this Agreement, except for the purpose of instruction,

or management training, in which case trainees shall not displace or replace any member of the bargaining unit except in cases of emergency when regular employees are not available.

(b) 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 and will not take any action that will result in the displacement of scheduled bargaining unit shifts. However, the Parties recognize that for the practical and efficient operation of the casino, there are occasions when a management employee must help. On such occasions bargaining unit employees will be called to work immediately and management will cease to perform bargaining unit work when a sufficient number of bargaining unit employees arrive at work. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.

3.4 Union Buttons

An employee may wear a Union lapel pin, a shop steward lapel pin, or a Union button without being disciplined. The Union button may not exceed the size of a "loonie" and will not carry political, protest, or other slogans. The lapel pin or button, maximum two (2) must be worn on a lapel or pocket.

3.5 Union Investigation

(a) The Employer shall allow a properly authorized representative designated by the Union to investigate issues under this Agreement. The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.

(b) When access is required for the purposes of such an investigation, the designated Union representative will be required to obtain the prior written (faxed) permission of the Casino General Manager or Casino Shift Manager to visit the premises, such request to be responded to as soon as possible and in any event within twelve (12) hours of the request, and such permission not to be unreasonably withheld.

(c) The investigation must not result in any disruption of the Employer's operations.

(d) The Employer will provide the designated Union representative with all requested pertinent documentation.

3.6 Bulletin Boards

The Employer will provide the Union with a bulletin board at least four feet square at each Casino at a mutually agreed upon location for the posting of Union notices and other Union communications. The notice board shall be covered with plexiglass and locked to prevent unauthorized notices from being posted.

ARTICLE 4 - UNION SECURITY

4.1 Membership

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 including any new employees hired subsequent to the effective date of this Agreement.

4.2 New Employees

(a) The Employer agrees that it will advise each employee of the Union security and check-off provisions provided for in this Collective Agreement and have such employee sign a Union card. Signed Union cards shall be forwarded to the Union.

(b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work. The Employer agrees that a Union Steward will be given an opportunity to meet with new employees during the orientation process without loss of pay, for up to thirty (30) minutes in order to acquaint the new employees with the benefits and duties of Union membership.

4.3 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 Union dues, fines, assessments and arrears, as required by Article 4.4.

4.4 Check-off – Process and Procedures

(a) The Employer agrees to deduct Union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.

(b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.

(c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the monies were deducted.

(d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for 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 make only such deductions as are permitted by law, and as are authorized by a 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 paycheque and remit it as per Article 4.4(c).

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

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

ARTICLE 5 - UNION STEWARDS

5.1 Shop Stewards

(a) The Union shall elect from among the employees, and the Employer shall recognize a maximum of fourteen (14) shop stewards including one (1) designated as Chief Shop Steward, at each location. The duties of the shop steward shall be to assist in the reporting, investigation and resolution of all

grievances as well as disseminating bona fide information of the Union to the employees and the Employer.

(b) The Employer agrees to recognize duly appointed or elected shop stewards provided that the Union has first advised the Employer in writing of the name of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

(c) The necessary time which is spent by stewards during their regular working hours, as approved by management, reporting, investigating and resolving grievances, or attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight-time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied. In the event that a steward is required by management to attend meetings outside of his/her regular working hours he/she will be paid at straight-time rates for all hours spent.

(d) The shop steward shall not be discriminated against or disciplined for performing his/her duties as a steward.

(e) Leave of absence without pay and with seniority shall be granted to stewards and elected representatives to attend to Union business, which requires them to leave their premises of employment.

(f) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (e) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.

(g) At each casino, the Employer will make available private meeting space with a telephone, for the use of stewards, as required.

5.2 Management and Union Stewards Meeting

(a) A person or persons designated by the Employer and empowered to act on a subject will meet with the Union stewards on a monthly basis to review problems that may arise concerning the application and operation of the Collective Agreement. An agenda will be prepared and presented in advance to facilitate timely discussion. It is agreed that the Union Staff Representative may attend these meetings from time to time.

(b) The meetings referred to in Article 5.2(a) shall consist of not more than two (2) managers, and not more than two (2) shop stewards at each location. The meetings will normally be scheduled during the regularly scheduled working hours of the shop stewards. Attending shop stewards shall be paid straight-time wages for all time spent in these meetings including time extended beyond the employee's scheduled shift.

(c) Minutes shall be kept as a record of the matters discussed during these meetings.

(d) When the Chief Steward and the Casino General Manager agree that there are no agenda items, it will not be necessary to convene the monthly meeting. In lieu of the meeting minutes a notice signed by both Parties will be provided to the Union and the Employer and be posted on the notice board.

(e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the *Labour Relations Code*.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Direction of Workforce

The Union recognizes the right of the Employer to direct the workforce in all respects, including scheduling, promotion, demotion, transfer, discipline, and discharge.

6.2 Direction of Operations

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

6.3 Application of Rights

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

It is mutually agreed that the Employer will provide a copy of the policies and procedures manual in the break room at each facility for the conduct of employees and file a copy with the Union. Filing with the Union Office is accomplished by delivery of a copy through registered mail.

6.4 Exercising of Rights

Management rights shall be exercised in a manner which shall be consistent with the terms of the Agreement.

ARTICLE 7 - ADMINISTRATION

7.1 New Jobs

If the Employer establishes a new job in the bargaining unit which is not included in Appendix A of this Agreement, the Employer will discuss the new position and the wage rate for the position with the Union. If the Parties are unable to agree on a wage rate for the position the Union will have the right to grieve the rate and refer the matter to arbitration. In the interim the rate established by the Employer will apply and any change resulting from the arbitrator's decision will be retroactive to the start date.

7.2 Payment of Wages Upon Termination, Layoff or Resignation

An employee must be paid in full within forty-eight (48) hours of being terminated or laid off. If an employee resigns he or she must be paid in full within six (6) days.

7.3 Election Days

No wages shall be deducted for time taken off to vote on election days in accordance with the Canada Elections Act (Electoral Law & Policy).

7.4 Work in Two Jobs

An employee who is scheduled or assigned to perform work in a higher rated job shall receive the higher rate while performing work in that job and for all hours scheduled in the higher rated job unless the employee goes home early through no fault of the Employer. An employee who is required by the Employer to work in a lower rated job shall be paid at their normal job rate while performing work in that job, but if the employee requests work in a lower rated job, the employee shall be paid at that rate for that job.

7.5 Performance Appraisals

(a) Where a written appraisal of employee's performance is carried out, it shall be carried out by an excluded manager. The employee shall be given a copy of the performance appraisal along with all related documents and shall be given sufficient opportunity after the interview to read, review and ask questions about the appraisal. Employee involvement in the appraisal process will occur during the employee's regular hours of work. Upon request, the employee will be given three (3) working days to read and review the appraisal. Provision shall be made on the appraisal report for an employee to sign it. The appraisal shall provide for the employee's signature in two (2) places; one (1) indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one (1) of the places provided. If the employee disagrees with the appraisal they will sign it to show that they have read and understood it and state their reasons why they disagree with it in the team member comments section. An employee shall, upon request, receive a copy of this appraisal report at the time of signing. An appraisal report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement. No employee may initiate a grievance regarding the contents of a performance appraisal report unless the signature indicates disagreement with the appraisal.

(b) A new employee's performance must be appraised before expiration of the probationary period. A copy of the appraisal must be placed in the employee's personnel file.

(c) Appraisals shall be reviewed and signed by an excluded staff member of the Employer.

7.6 Personnel File

The employee, the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in the presence of the appropriate member of management. The employee or the President, as the case may be, shall give the appropriate member of management adequate notice prior to having access to such files.

7.7 Pay Days

Employees will be paid every second Friday. Payment will include all wages earned during the pay period, with the exception of banked statutory holidays and vacation pay and payment must be made within eight (8) days of the end of the pay period.

ARTICLE 8 - STATUTORY HOLIDAYS

8.1 Statutory Holidays

The following shall be considered statutory holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

8.2 Statutory Holiday Falling on Day Off

In the event that an employee’s day off falls on a statutory holiday, the employee shall receive a banked day in lieu at their normal day’s wages as calculated in Article 8.3(b) which shall be scheduled at a mutually agreed upon date. Requests for days in lieu will not be unreasonably denied.

8.3 Payment For Statutory Holiday

- (a) Employees will receive an average days pay for a statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this Article, an average days pay shall be understood to mean an employee’s normal hourly earnings, exclusive of overtime, for the hours they have worked in the thirty (30) day period immediately preceding the week in which the statutory holiday occurs, divided by the number of days worked to establish the hours to be paid for the statutory holiday.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1½) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) the employees will receive another banked day off in lieu. Bank days in lieu will be scheduled at a mutually agreed upon time. Requests for banked days in lieu will not be unreasonably denied. Banked lieu time can be used for sick days.
- (d) An employee who works in excess of eleven (11) hours on the statutory holiday shall be paid at double time (2x) for all such additional hours worked.

8.4 Statutory Holiday During Employee’s Vacation

- (a) Should any statutory holiday occur during an employee’s vacation period, the formula in Article 8.3(b) shall be applied to the thirty (30) day period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a statutory holiday fall during the first or second week immediately following the end of an employee’s vacation, the formula in Article 8.3(b) will be applied to the thirty (30) day period immediately preceding the week in which the vacation commenced.

ARTICLE 9 - ANNUAL VACATION

9.1 Vacation Entitlement

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

- (a) Employees who have completed one (1) year of service shall be entitled to ten (10) days vacation.
- (b) Employees who have completed three (3) years of service shall be entitled to fifteen (15) days vacation.
- (c) Employees who have completed seven (7) years of service shall be entitled to of twenty (20) days vacation.

Employees will earn vacation pay as follows:

- Start of employment..... four percent (4%)
- At the completion of three (3) years six percent (6%)
- At the completion of seven (7) years eight percent (8%)

All employees will be entitled to two (2) weeks vacation. Vacation will be prorated for part-time employees.

9.2 Annual Vacations and Pay Entitlements

- (a) Employees are entitled to annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire.
- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) and (b) as per Article 9.1, as a percentage of the employee's gross earnings for the preceding year.
- (c) "*Gross earnings*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time (1x), overtime, vacation pay and statutory holiday pay.
- (d) Employees shall be paid vacation pay on the last payday prior to a vacation leave commencing if they request it, in writing, at least two (2) weeks in advance. Vacation pay may be taken in one (1) week increments at the request of the employee.
- (e) All or part of an employee's earned vacation pay will be paid out upon written request of the employee, regardless of whether or not vacation time is taken. The number of requests an employee makes to be paid out will not exceed the number of weeks vacation to which the employee is entitled.
- (f) Notwithstanding the provisions of (e) above, an employee will be required to take a minimum of two (2) weeks vacation in each vacation year.

9.3 Vacation Scheduling Preference by Seniority

- (a) Employees shall have preference in respect to annual vacations according to the seniority list in the job/department, provided they file applications before December 1st of each year for vacations to be taken the following year. After December 1st all applications will be treated on a first come first served basis. It is agreed that vacation schedules will be established so there are sufficient employees remaining at the casino in each job to meet the operating requirements of the casino. Vacation requests shall not be unreasonably denied. The Employer shall post and update as required a vacation time calendar. The vacation year shall be from January to December 31. The vacation time calendar shall be located in an area readily accessible to all employees.
- (b) Subject to (a) above, all vacation requests submitted to the Company shall be approved in writing within two (2) weeks of receiving written notice from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (c) Employees will be permitted to commence a single vacation period in one (1) vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made for the year in which the vacation commences.
- (d) All employees are required to schedule a minimum of two (2) weeks vacation. Vacation which remains unscheduled in accordance with (a), prior to July 1st, may be scheduled by the Employer, to be taken prior to December 31st.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 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 at least thirty (30) days prior to the leave taking effect.
- (c) An employee who obtains such a leave of absence shall return to the same job code, within thirty (30) calendar days after the completion of their employment with the Union. If the job code no longer exists the employee shall bump a junior employee provided they have the skills and ability to perform the work.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

10.2 Leave of Absence: Union Conventions and Educational Programs

- (a) The Casino Shift Manager or member of management responsible for scheduling, upon receipt of written notice (facsimile is acceptable) from the Union, shall grant leave of absence without pay to up to and including four (4) employees, from each casino who are elected as delegates to attend to Union business. Written notice shall be given at least fifteen (15) days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than fifteen (15) days notice.
- (b) The Union recognizes that operational needs will be a factor when approving such leaves of absence and that the Employer may refuse a leave of absence to ensure that there will be sufficient employees remaining at the casino in each job code. Otherwise such leaves of absence will not be unreasonably denied.

10.3 Court Attendance

Any employee covered by this Agreement who may be required by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the casino in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

10.4 Bereavement Leave

All employees suffering a loss of a family member will be eligible for a three (3) day or a one (1) day bereavement leave with pay, commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, a three (3) day leave will be granted for the loss of a spouse, same sex spouse, common-law spouse, parent, guardian, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, sibling, child or grandchild of an employee. Where out-of-province travel is required, an employee will receive one (1) additional day of bereavement leave. A one (1) day leave will include the loss of an aunt, uncle, niece or nephew. Additional time, if needed, shall be granted without pay.

10.5 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 company paid wages. 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 or her former position and rate of pay.

10.6 General Limitation on Leaves of Absence

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is

within the discretion of the Employer. Employees will be eligible to apply for leaves of fourteen (14) calendar days or more under this clause after one (1) year of service and for one (1) leave each year thereafter. All employees shall apply in writing to the Casino General Manager at least thirty (30) days prior to the commencement of the proposed leave, and such leaves shall not normally exceed three (3) months. The written request for leave must state the exact period of the leave, including the return to work date. Relevant support documents will be provided at the time of the request or as soon as possible thereafter. Such leaves will not be granted for the purpose of the employee working elsewhere during the leave. No benefits will be paid during unpaid leaves of absence, after the last day of the month following the date of the leave of absence. An employee who wishes to remain covered by the group benefits plan prescribed in this Agreement may do so by paying the cost of the premiums, monthly in advance, subject to approval by the carrier of such plan.

10.7 Family Responsibility Leave

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Additional time off for these purposes shall not be unreasonably denied.
- (b) For purposes of this article "*immediate family*" means the spouse, same sex spouse, common-law spouse, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, guardian, sibling, child or grandchild of an employee.

10.8 Pregnancy Leave

- (a) A pregnant employee is entitled to up to 17 consecutive weeks of unpaid leave if the leave commences before the birth of the child or termination of the pregnancy. This leave may start no earlier than 11 weeks before the expected birth date, and must end no earlier than 6 weeks after the actual birth date. If the leave commences after the birth of the child or the termination of the pregnancy, the employee is entitled to six (6) weeks of unpaid leave.
- (b) An initial period of leave may be extended for up six (6) weeks of unpaid leave if an employee is unable to return to work for reasons relating to the birth or the termination of the pregnancy.
- (c) A birth mother may extend this leave by an additional thirty-five (35) weeks of unpaid parental leave.
- (d) A request for leave must be given in writing to the Employer at least thirty (30) days before the day the employee proposes to begin the leave.
- (e) A request for a shorter period of leave must be given in writing to the Employer at least fourteen (14) days prior to the date the employee proposes to return to work and be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

10.9 Parental Leave

- (a) An employee (birth mother, birth father or adoptive parent) who requests parental leave under this Article is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave beginning immediately after the end of the leave.
- (c) A request for leave must be given in writing to the Employer at least 4 weeks before the employee proposes to begin leave and will be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

- (d) The combined entitlement for pregnancy and parental leave is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to because of health reasons.

10.10 Educational Leave

An employee may be granted a leave of up to four (4) months, without pay and without loss of seniority, for educational purposes. Seniority will continue to accrue for the first three (3) months of educational leave.

10.11 Provisions of the Legislation

In the event that the Employment Standards Act provisions as amended in the future override the provisions in this Agreement, it is agreed that the Employment Standards Act will then apply to the matters covered in Articles 10.7, 10.8 and 10.9, and that these articles will then have no further application.

ARTICLE 11 - MISCELLANEOUS EMPLOYMENT ENTITLEMENT

11.1 Protected Working Conditions

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

11.2 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) Where an employee is directed by the Employer to attend a staff meeting outside of his/her regular hours of work, the employee shall be compensated in accordance with Article 12.5(d).
- (c) 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.
- (d) 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.

11.3 Employees Returning to Work After Illness or Injury

- (a) Where an employee intends to return to work following an absence due to illness or injury of more than five (5) days the employee is entitled to reinstatement in his/her former position provided, (i) the employee is fit to perform the duties of that position; and (ii) the employee gives prior written notice to the Employer of the intention to return to work. Such notice shall be given at least 48 hours in advance of the intended return to work date. Where the employee has been absent for in excess of one week the period of notice shall increase by 24 hours for every week of absence to a maximum of two (2) weeks or the expiry of the existing posted schedule. Such employees will be placed first on the on call list to cover vacant shifts in their department.
- (b) In the event that the returning employee cannot fulfil the duties of the position due to the illness or injury as a result of a disability on the part of the employee, as defined under the Human Rights Code, the Employer and Union shall both have a duty to attempt to accommodate the employee, as required by the Human Rights Code.

(c) Prior to reinstating an employee under this article, the Employer is entitled to require proof of the employee's fitness to resume their duties, as follows:

- (i) absence of five (5) days or less: no note required unless specifically requested by the Employer;
- (ii) absence of six (6) to fourteen (14) consecutive days: a doctors note from the employee's medical doctor certifying that the employee is able to return to work;
- (iii) absence of fifteen (15) or more consecutive days or an aggregate of twenty (20) or more days in any three (3) month period: a report by a physician appointed by the Employer (at the Employers expense), or from the Worker's Compensation Board, certifying that the employee is able to resume the performance of his/her duties. The employee shall co-operate fully with a request to undertake any reasonable examination requested by such physician. If the report requested under this article has not been received under this sub article prior to the requested reinstatement date of the employee, through no fault on the part of the employee, and the report subsequently substantiates that the employee was fit to return to his/her duties the employee shall be compensated for all lost income for time lost commencing after the employee's requested reinstatement date that the report indicates or confirms that the employee was fit carry out his/her duties. The Employer has the option of allowing the employee to return to work pending the receipt of the medical report referred to above.

(d) For the purpose of this provision "*duties*" shall be defined as the duties performed by the employee prior to the illness or injury including but not limited to: the same shift, the same hours and the same location.

(e) The Employer is not bound to accept a report it has reason to believe is flawed or based on factual misunderstanding or misstatement and the Union is not bound to accept a decision made by the Employer based on a physician's certificate or report. The correctness of any decision hereunder is subject to the grievance and arbitration procedure under this agreement.

11.4 No Individual Contracts or Agreements

(a) No employee shall be compelled to or be allowed to enter any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.

(b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work wages or conditions during the term of this Agreement unless required to do so out of a duty to accommodate and by mutual agreement with the Union.

11.5 Uniforms

Where the Employer requires uniforms to be worn, such uniforms will be supplied to the employee at no cost. Lost articles will be replaced at the expense of the employee. Uniforms will be laundered, repaired or replaced when no longer serviceable at no cost to the employee. The Employer will provide a secure locking system for employee uniforms.

11.6 G.P.E.B. Tag Renewal

The cost of renewing G.P.E.B. tags will be borne by the Employer.

11.7 Personal Effects

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

11.8 Substance Abuse

Substance abuse is recognized to be a serious medical and 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.

All instances of substance abuse will be handled in accordance with Company policy.

ARTICLE 12 - HOURS OF WORK

12.1 Normal Straight-Time Hours of Work

(a) Unless the Parties otherwise agree the normal straight-time (1x) hours of work assigned by the Employer shall conform the following guidelines:

(i) Not more than eight (8) hours and not less than four (4) hours in any one (1) working day.

(ii) Not more than five (5) days in any seven (7) consecutive day period, with two (2) consecutive days off unless split days off are requested by the employee.

(iii) Not more than forty (40) hours in any five (5) working days in any seven (7) consecutive day period.

(iv) Employees who would otherwise work less than forty (40) hours in a five (5) day workweek can be offered, on a rotation basis, straight-time hours of work on a sixth day, up to forty (40) hours in a week, after which overtime rates will apply.

(b) (i) Not more than ten (10) hours in any one (1) working day.

(ii) Not more than four (4) working days in any seven (7) consecutive day period with three (3) consecutive days off unless split days are requested by the employee.

(iii) Not more than forty (40) hours in four (4) working days in any seven (7) consecutive day period.

(c) It is understood that shifts that commence on one (1) calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirement to work overtime will be in accordance with Article 12.1(d).

(d) Overtime and Early-Out will be voluntary. If overtime is required, and no employees (or an insufficient number of employees) have volunteered to work overtime, management will require employees to work overtime on a rotation basis. If overtime is required, it will be offered to employees in seniority order. If an insufficient number of employees volunteer to work overtime, it will be assigned in reverse order of seniority. If employees are required to take force-outs, and no employees (or an insufficient number of employees) have volunteered to take force-outs, management will require employees to take force-outs on an equitable basis, with the hours lost averaged over each pay period. Employees will not be required to take force-outs less than one (1) hour prior to the end of their shift.

12.2 Split Shift

No employees will work split shifts except by mutual agreement between the employee and the Employer.

12.3 Scheduling of Shifts

(a) *Scheduling Hours of Work*

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

(b) *Exchanging Shifts*

Employees may by mutual agreement exchange shifts within a seven (7) day period, provided that overtime does not result and that the employees have the ability to perform the work required. Requests to exchange will be approved by the Employer, such approval will not be unreasonably denied.

(c) *Maximization of Shifts*

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will undertake to maximize the length of shifts through the workweek before instituting shifts of lesser duration. Where a shift becomes available that is longer in duration than a scheduled shift, the longer shift will be offered in seniority order to employees scheduled to work a shorter shift. Employees will have preference for the shifts they work and the days off they receive in order of departmental seniority. Employees may maximize their hours by working in other departments when there are no hours available in their own department.

(d) *Preference in Start Times*

Where a shift becomes available that has an earlier start time, it will be offered in seniority order to employees who have indicated their preference to work an earlier shift. The shift thus vacated will be filled in accordance with the article. Where a shift becomes available with less than twenty-four (24) hours notice, the shift in question will be filled by an on-call employee.

12.4 Posting of Work Schedules

(a) A work schedule shall be posted two (2) weeks in advance in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information:

- employee's name
- days off
- start time and end time

(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 and that affected employees are advised of any changes.

(c) The Chief Shop Steward will be given a copy of each original schedule and any changes upon request.

12.5 Changes in Work Schedules

(a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours' notice of any change in their respective work schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a callout.

(b) If an employee is going to be absent from work the employee must notify their direct report or the Casino Shift Manager/Security Manager at least ninety (90) minutes prior to their scheduled start time and for opening shifts, no later than 9:30 a.m. In the event that an employee is going to be late, he/she will give as much advance notice as possible. It is the Employers responsibility to ensure that there is a person available to receive employee calls.

(c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise the Employer 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 change in their work schedule, and the employee reports for work as scheduled before the change, the employee will be paid two (2) hours pay if the employee is not required to work, and if the employee is required to work the employee will be paid for the hours worked with a minimum of four (4) hours pay.

12.6 Rest Periods

Effective September 5, 2005

All employees other than graveyard security and drop team employees shall receive a paid fifteen (15) minute break at the completion of sixty (60) minutes of work, in accordance with operational needs. Graveyard security and drop team employees will receive an equal amount of breaks (to the amount of a paid fifteen (15) minute break at the completion of every sixty (60) minutes of work) in accordance with operational needs. The fifteen (15) minutes will be consecutive, if an employee's break is interrupted the fifteen (15) minutes will start anew when the interruption is concluded.

In the event that an employee's break is less than fifteen (15) minutes in duration, the missed break time will be paid at overtime rates.

12.7 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.

12.8 Call-In Procedure for On-Call Employees

(a) On-call employees will submit their days and hours of availability prior to the commencement of employment and will provide notice of any changes prior to the posting of the effected schedule if there is a change or reduction in availability. The employee can provide the Employer with twenty-four (24) hours notice of any increase in availability. A change in availability will not permit an on-call employee to displace an other employee from a shift which has already been assigned.

(b) The availability form will include jobs for which the employee is qualified, contact numbers, the employees signature and the Employers signature along with the date on which the form was received.

(c) The Employer is not obliged to call the employee for shifts which the employee has indicated unavailability for.

(d) If an on-call employee fails to work nine (9) shifts for which availability was given in any continuous ninety (90) day period, they will be deemed to have resigned.

(e) Employees shall be offered work by seniority in the following order;

(1) Regular employees within the department who have not maximized their hours in accordance with Article 12.3 and LOU 4.

(2) On-call employees within the department.

(3) Regular employees in other departments who have not maximized their hours in accordance with Article 12.3 and LOU 4.

(4) On-call employees in other departments.

(f) Employees shall be entitled to register for work in any department in which they are qualified.

- (g) Employees will be called between 9:30 and 11:30 a.m. for day shifts and 4:30 and 6:30 p.m. for evening shifts. If an employee indicates availability and is not available to receive the call, it will be counted as an occurrence for the purposes of (d) above. If an employee is called outside of these hours it will not be counted as an occurrence for the purposes of (d) above.
- (h) All calls shall be recorded in a logbook. The logbook shall show;
- (1) The shift to be filled.
 - (2) The name of the employee called and phone numbers called.
 - (3) Date and time of the call(s).
 - (4) The final outcome of the call(s) whether the casual shift was accepted, declined or no response was received within the time allotted.
 - (5) Signature of the caller.
- (i) The procedure for calling employees to work shall be as follows
- (1) If an answering machine or pager is reached the caller will leave a message, wait ten (10) minutes, and then proceed to the next available employee in order of seniority. If a busy signal is encountered, the caller shall wait five (5) minutes and call again. If no response, the caller will proceed to the next available employee, in order of seniority.
 - (2) When the employee is reached, they may accept or decline the shift. Whether the employee has accepted or declined will be recorded in the logbook.
 - (3) If no direct contact is made with the employee, the logbook shall show no response.
 - (4) In the event of a dispute, the Union shall have access to the logbook and will be provided with copies upon request.
- (j) On-call employees who decline work in the following circumstances will not have the decline counted as an occurrence for the purpose of (d) above.
- (1) Absence on a WCB or ICBC claim;
 - (2) Maternity or parental leave;
 - (3) Bereavement leave;
 - (4) Leave to participate in activities of a reserve component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
 - (5) Illness; proof of illness may be required if the absence is greater than five (5) days or where it appears that a pattern of consistent or frequent absence is developing;
 - (6) Illness of a dependent child or spouse of an employee. Proof of illness may be required if a pattern of consistent absence is developing;
 - (7) Union leave;
 - (8) Jury duty;
 - (9) Medical or dental appointments;
 - (10) Approved leave of absences without pay.

ARTICLE 13 - HEALTH BENEFITS PLAN

13.1 Provincial Medical Plan

Effective the first day of the month after the employee completes their waiting period employees will be enrolled in the basic provincial medical plan for the employee and their families. The Employer will pay one hundred percent (100%) of the premium.

13.2 Existing Benefit Plans

The Employer will pay one hundred percent (100%) of the premiums to provide coverage for eligible employees for the following benefits:

- (a) Life insurance – twenty-five thousand dollars (\$25,000.00)
- (b) Accidental Death and Dismemberment – twenty-five thousand dollars (\$25,000.00)
- (c) Dependant Life Coverage – ten thousand dollars (\$10,000.00) spouse and five thousand dollars (\$5,000.00) child

The Employer will pay one hundred percent (100%) of the premiums for coverage for all eligible employees and their families for the following benefits:

- (d) Health Care Benefits – Extended Health, including prescription drugs and out-of-province benefit coverage
- (e) Dental Care Benefits
 - (i) *Plan A* – one hundred percent (100%)
 - (ii) *Plan B* – fifty percent (50%) – one thousand five hundred dollars (\$1,500.00) maximum per calendar year combined
 - (iii) *Plan C* – fifty percent (50%) – one thousand dollars (\$1,000.00) lifetime per child.

13.3 Benefit Entitlement

In order to be eligible for benefits under the Collective Agreement, employees must work a minimum of twenty-four (24) hours per week consistently during the four (4) month period prior to joining the group benefit plan.

13.4 Benefits Continuation

Benefits will cease on the first of the month following the commencement of family responsibility leave in excess of five (5) days per Article 10.7(a), education leave and personal leave unless the employee opts to maintain benefits and pay the premiums, including any increases determined by the carrier during the term of the leave.

Benefits will continue to be provided by the Employer in the case of maternity, parental, medical and union leaves.

13.5 Group RRSP Plan

The Employer will establish a voluntary Group RRSP Plan to assist with retention and provide assistance for the future retirement of the employees.

The Employer will contribute to the Group RRSP Plan on a basis that matches the employee's contribution of two percent (2%) of their covered pay (not including tips). Employees may at their own discretion make additional voluntary unmatched contributions to the plan. Company contributions are vested immediately.

ARTICLE 14 - HEALTH & SAFETY

14.1 General

The Employer agrees to provide and maintain reasonable standards of health and safety in the workplace, 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.

14.2 Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is composed of four (4) members. Two (2) of the members shall be appointed by the Employer and two (2) members shall be selected by the Union, at each location.
- (b) The members of the Health and Safety Committee shall select a Chairperson and a Secretary from amongst themselves. One (1) position shall be filled by one (1) of the two (2) members appointed by the Employer; and one (1) position shall be filled by one (1) of the two (2) members chosen by the Union.
- (c) A copy of all minutes of the monthly Safety Committee meeting will be posted as each casino within seven (7) days of the Safety Committee Meeting.
- (d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (e) Time spent by an employee, covered by this Agreement, in the course of his/her duties as a Committee member, will be during regularly scheduled working hours and shall be paid at the employee's regular rate of pay.

14.3 First Aid Attendant

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall do so with pay, and shall be compensated for mileage when using their personal vehicle. The cost of the course and course materials shall be borne by the Employer.

ARTICLE 15 - DEFINITION OF EMPLOYEES

15.1 Probationary Period

Employees will serve a single probation period for their first seventy-five (75) shifts of employment or six (6) months, whichever occurs first. Employees may be terminated during the probationary period if the Employer considers them to be unsuitable for employment in the casino.

15.2 Definition of Regular Employee

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

15.3 Definition of On-Call Employee

An on-call employee shall be defined as an employee who is called to work on an as and when needed basis.

15.4 Definition of On-Call Supervisor

An on-call supervisor shall be defined as a bargaining unit employee who fills in for an excluded supervisor on an as and when needed basis.

ARTICLE 16 - SENIORITY

16.1 Seniority Defined

Seniority is defined as the length of continuous service with the Employer, which shall be applied in the following manner and order:

- (a) within the company (start date seniority) first (1st) shift worked
- (b) within a department (departmental seniority) first (1st) shift worked in that department

16.2

(a) *Seniority Date*

The seniority of each regular employee covered by this Agreement will be established after the probationary period after which an employee's seniority shall be backdated to the employee's first (1st) shift worked. In the event that two (2) or more employees worked their first (1st) shifts on the same day, they will be ranked for seniority purposes first (1st) by starting times and then by chance.

(b) *Departmental Seniority*

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

(c) *Start Date Retained*

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

(d) *Transfers and Seniority*

An employee will not accrue seniority in a department from which he/she has transferred. In the event an employee who has transferred to another department does not successfully complete the period in the new department, the accrued time in the new department would be carried back to their former department. For example, if an employee has two (2) years of service in a particular department and transfers to another department and is not successful during the training period as described in Article 17.2(d), any accrued seniority will be carried back to the former department as if accrued there.

(e) *Seniority for On-Call Employees*

Seniority for on-call employees will accrue on the basis of hours worked. When an on-call employee becomes a regular employee, the seniority hours will be converted to establish the seniority date.

(f) *Company Seniority Between Casinos*

When an employee moves from one (1) casino to another, he/she will retain his/her company seniority date for the purposes of vacation entitlement, wage placement and severance pay.

16.3 Accrual of Seniority

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury up to a maximum of twelve (12) months;
- (c) unless otherwise specified, the first three (3) months of leaves of absences which have been granted by the employer; or
- (d) layoff for up to twelve (12) months.

16.4 Loss of Seniority

An employee shall lose seniority in the following circumstances.

If he/she:

- (a) voluntarily leaves the employment of the Employer;
- (b) accepts a position outside of the bargaining unit;
- (c) is discharged for just cause and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report to work as provided in Article 16.9; or
- (e) is laid off for a period in excess of twelve (12) months.

16.5 Notice of Layoff

In the event of any layoff, regular employees who have completed their probationary period shall be given notice of layoff, or pay in lieu thereof, as follows:

- (1) after completion of the probationary period up to twelve (12) consecutive months of employment, an amount equal to one (1) weeks' wages.
- (2) after twelve (12) consecutive months of employment, an amount equal to two (2) weeks' wages; and
- (3) after three (3) consecutive years of employment, an amount equal to three (3) weeks wages plus one (1) additional weeks wages for each additional year of employment, to a maximum of eight (8) weeks wages.
- (4) the liability under this Article is deemed to be discharged if the employee is given written notice of layoff as follows:
 - (i) one (1) weeks notice after completion of the probationary period up to twelve (12) consecutive months of employment;
 - (ii) two (2) weeks notice after twelve (12) consecutive months of employment;
 - (iii) three (3) weeks notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks notice; or
 - (iv) is given a combination of notice and money equivalent to the amount the Employer is liable to pay.

- (5) The amount the Employer is liable to pay is calculated by:
- totalling all the employee's weekly wages, at the regular wage, during the last four (4) weeks in which the employee worked normal or average hours of work; dividing the total by four (4), and multiplying the result by the number of weeks' wages the Employer is liable to pay.

16.6 Layoff / Recall Procedure

An employee will be laid off and recalled according to his/her seniority in accordance with Article 16., that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.

16.7 Layoffs and Postings

- (a) New employees shall not be hired in a job while employees are on layoff from that job.
- (b) Employees who are laid-off in a job have the right to use their start date seniority to bump a more junior employee in another job provided that they have successfully performed the duties in the past.
- (c) A laid off employee who successfully bids for a position in another job will be placed in the new classification and will not be recalled to their previous job in accordance with Article 16.6.

16.8 Avoidance of Layoff

- (a) The Employer will confer with the Union to determine whether there is mutual agreement on a method for the equitable distribution of the available work in order to avoid, or reduce a layoff.
- (b) In the event that mutual agreement cannot be reached in (a) above, the Employer will canvass all regular employees in seniority order to invite, a reduction in hours with benefits maintained or resignation with severance pay in accordance with Article 16.5.

16.9 Recall Procedure

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

16.10 Seniority Lists

- (a) The Employer shall prepare and post seniority lists every January 1st, April 1st, July 1st and October 1st, in an area accessible to all employees, with a copy to the chief steward. The seniority lists shall commence with the most senior employee by department and job within that department carrying on downward to the most junior employee. Information on the seniority list shall include the employee name (by department) company start date, job within their department and seniority date (s) in their current job.
- (b) An employee may protest his/her seniority date by filing notice of the dispute in writing with the Casino Manager within thirty (30) days after the posting of the seniority list.
- (c) An employee's seniority shall be final and binding with no changes allowed when such date(s) has appeared on two (2) consecutive seniority lists. When a notice of dispute is filed the Casino General Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve this issue, and failing resolution the matter is subject to step three (3) of the grievance procedure. Any such dispute as to placement on the seniority list will only have effect with respect to the list which is challenged, and any future list.

16.11 Seniority – Bumping

When employees are laid off they may either accept the layoff, or use their seniority to bump within their job, and then within their department. Bumping is permitted outside of an employees department provided they have the skill and ability and have previously performed the duties of the position in the present location. An employee who elects to bump another employee shall make his/her election within forty-eight (48) hours of receipt of layoff notice, and if the employee has not elected to bump within that time, he/she will be deemed to have accepted the layoff. The Union recognizes the Employer's responsibility to maintain the best possible workforce to ensure the efficient and productive operation of its business therefore this provision is only applicable if employees are relatively equal in respect of performance.

ARTICLE 17 - JOB POSTINGS

17.1 Course Postings

- (a) When the Employer offers a course in table games for dealers, the notice of the course shall be posted for a minimum of seven (7) working days. The Chief Shop Steward shall receive copies of all course postings.
- (b) All applications for posted courses shall be required to sign up on a form provided by the Employer.
- (c) Where the number of applicants exceeds the number of available spaces, the course will be offered in seniority order.
- (d) The Employer will pay the costs of the trainer for all courses offered by the Employer.
- (e) Time spent attending courses at the direction of the Employer will be with pay, at the employee's regular job rate.

17.2 Job Postings

- (a) Job postings for vacant positions within the bargaining unit, or vacant positions added to the bargaining unit, shall be posted for not less than seven (7) working days. The Chief Shop Steward shall receive copies of all job postings.
- (b) All applications for posted positions shall be in writing on a form provided by the Employer.
- (c) Applicants for a position will be selected on the basis of skill, ability, experience, seniority and qualifications. When two (2) or more employees are relatively equal, the position will be awarded to the most senior employee.
- (d) In filling positions under this Article, the successful applicant shall be given a training period of up to seventy-five (75) shifts or six (6) months, whichever occurs first to determine their ability to perform the work required.
- (e) During the training period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to their former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to his/her former position at the same rate of pay without loss of seniority.

Upon written request, an employee who is away from work due to vacation or leave of absence, will receive copies of all job or course postings.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

18.1

- (a) Employees can only be disciplined or discharged with just and reasonable cause.
- (b) During the probationary period, an employee may be discharged if he/she is determined to be unsuitable for continued employment.
- (c) The Employer agrees that if the Employer chooses to implement written discipline, verbal warnings, suspension or discharge on an employee, a steward will be present unless the employee specifically requests otherwise.
- (d) In the event that an employee, other than a probationary employee, is discharged for just and reasonable cause, the Chief Steward will be notified of the dismissal. Such notification will be in writing.
- (e) Where no Chief Steward is recognized, the Shop Steward will receive this notification.
- (f) Written reasons for the discharge will be provided.

18.2 Right to Have Union Representative Present

- (a) Where a manager who is excluded in accordance with Article 3.1(a) intends to interview an employee for disciplinary purposes, the excluded manager shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with excluded management personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.
- (c) Members of the bargaining unit will not be required or permitted to discipline other members of the bargaining unit for infractions they did not witness.

18.3 Limitation on Holding Discipline Against Employees

Any disciplinary action recorded against an employee shall automatically be removed from the employees' file after six (6) months, provided there has been no further incident or infraction in the same area. Should an employee infract a second time in the same area within the six (6) month time period, a new six (6) month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction, a new six (6) month period will commence, and disciplinary action will be elevated one (1) step. Files will be kept in a secure area and will only be accessible to excluded personnel.

18.4 Discipline and Discharge Grievances

Grievances arising from the suspension or discharge of an employee will be filed at Step Two in accordance with Article 19.4.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Definition and Recognition of a Grievance

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

19.2 Initial Step

As an initial step, the employee shall make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. The employee will have the option to be accompanied by a Shop Steward.

19.3 Step One

(a) At this step, notice of the grievance, in writing, must be filed with the person designated by the Employer as its representative at Step One within twenty-one (21) days after

- (1) the occurrence of the events giving rise to the alleged grievance, or
- (2) the date on which the employee first has knowledge of the events giving rise to the alleged grievance.

(b) The notice in writing shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.

(c) The Employer's representative must answer the grievance in writing within ten (10) days by providing a response to the Shop Steward.

19.4 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 Chief Shop Steward 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) working days of the date on which the written answer was delivered to the Shop Steward in Step One.

(c) The meeting under this step must take place within five (5) working days of the notice to go to Step Two, unless the Parties agree to extend the deadline in writing.

(d) The Employer's representative must answer the grievance in writing within ten (10) working days of the meeting by providing a response to the Chief Shop Steward and/or the Union representative.

19.5 Informal Step

In the event that a resolution does not result at Step Two an informal and final meeting between the Employer and the Union shall be convened within fifteen (15) days of receipt of the Step Two response to attempt to come to an agreement.

19.6 Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two or at the Informal Step, either the Union or the Employer may advance the grievance to arbitration by a single arbitrator. Referral of the dispute to arbitration must be done within twenty (20) working days of the meeting in Step Two. The Parties will attempt to agree on a mutually acceptable arbitrator as soon as is

possible, and failing agreement, either Party may apply to the Collective Agreement Arbitration Bureau for the appointment of an arbitrator

19.7 Union or Employer Grievance

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

19.8 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, in writing.

19.9 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 positions 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.

19.10 Expedited Arbitration

The Parties have agreed to the following terms, conditions and process to resolve certain grievances by non-precedential expedited arbitration:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
 - (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;
 - (5) rejection on probation;
 - (6) grievances involving a claim of duty to accommodate; and
 - (7) demotions.

Despite the foregoing, by mutual agreement, a grievance falling into any of the above-listed categories may be resolved by expedited arbitration.

- (b) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the Parties:

Judi Korbin	Marguerite Jackson
Vince Ready	Robert Blasina
Rory McDonald	

- (c) By January 15th of each year, the Parties will schedule a minimum of two (2) consecutive working days bi-annually, in each of, March and September, for hearings to resolve grievances that are suitable for expedited arbitration.
- (d) The expedited arbitration process is intended to be informal.

- (e) Outside counsel will not be used to represent either Party.
- (f) The Party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, thirty (30) days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate proposed fact proposed) to the proposed agreed statement of facts and provide any reliance documents fifteen (15) days prior to the hearing. The Parties shall make every effort to agree on facts not in dispute.

The Parties shall not make any pre-hearing applications to the arbitrator.

The Parties agree that they will not make use of documents produced in an expedited arbitration for any purpose other than the arbitration itself.

- (g) All presentations are to be short concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both Parties.
- (h) The Parties agree to minimize the use of legal authorities during their presentations.
- (i) The arbitrator shall render a decision within two (2) working days of the arbitration hearing.
- (j) Prior to rendering a decision, the arbitrator may assist the Parties by attempting to mediate a resolution to the grievance.
- (k) All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the Parties in respect of any other matter other than further disciplinary action regarding the same employee.
- (l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (m) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (n) There will be no appeal of expedited arbitration awards.

19.11 Arbitration Hearing and Award

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within fifteen (15) days and further encouraged to render a decision within thirty (30) days of the conclusion of the arbitration hearing.
- (b) In order to expedite the arbitration process, the Parties may meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute.
- (c) The Parties recognize that they are bound by a decision of the arbitrator.

19.12 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.

19.13 Cost Sharing

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

19.14 Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

19.15 Signing of Documents

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

ARTICLE 20 - HARASSEMENT AND DISCRIMINATION PROCEDURE

20.1 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

20.2 Harassment and Discrimination

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and discrimination and agree that employees who engage in harassment and discrimination may be disciplined.

(b) Harassment or discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, national or ethnic origin, political belief, religion, marital status, family status, disability, sex, age, sexual orientation or conviction for which a pardon has been granted. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

- (c) To constitute harassment or discrimination, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Harassment or discrimination does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

20.3 Harassment and Discrimination Complaint Procedures

In the case of a complaint of either harassment, discrimination or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or discrimination may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the Director of Operations or other Employer Designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Director of Operations in writing within fifteen (15) days of receipt of the complaint. The Director of Operations shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Director of Operations resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the President may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Director of Operations response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment or discrimination or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(j) This clause does not preclude an employee from filing a complaint under the B.C. Human Rights Code. A complaint of harassment, discrimination or sexual harassment shall not form the basis of a grievance.

(k) Complaints under this Article shall be treated in strict confidence by all Parties involved.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Trevor West, Director, Human Resources

Colleen Watson, Bargaining Committee

Vince Weber, Vice President Operations

Gayle Furgala, Bargaining Committee

Bridget Armstrong, General Manager

Kevin Gatzke, Bargaining Committee

Bill Fedoruk, General Manager

Katie McInnes, Bargaining Committee

Bruce Ganton, General Manager

Henny Hanegraaf, Staff Representative

Fred Ramgren, General Manager

Dated this _____ day of _____, 200_____.

WAGE SCHEDULE**September 5, 2004 to September 4, 2007**

POSITION	START RATE	POST PROB. RATE
Front Line Workers		
Dealer Cards	8.75	9.25
Roulette*	9.75	10.25
Cashier	9.25	9.75
Slot Attendant	9.25	9.75
Server	8.50	9.00
Drop team	12.00	12.50
Security	12.50	13.00
Guest Services Representative	12.00	12.50
Part Time Supervisors		
Pit Supervisor All Games	11.75	12.25
Cage Supervisor	12.75	13.25
Slot Supervisor	12.75	13.25
Beverage Supervisor	10.75	11.25
Drop Team Supervisor	14.50	15.00
Security Shift Manager	14.50	15.00

General Wage Increase

All employees will receive an increase to their current rate(s) of pay as follows:

Year 1 – September 5, 2004 twenty-eight cents (28¢)

Year 2 – September 5, 2005 twenty-nine cents (29¢)

Year 3 – September 5, 2006 thirty cents (30¢)

Payment in Lieu of Progression

Effective upon ratification each member of the bargaining unit will receive a lump sum payment of four hundred and seventy-five dollars (\$475.00). This payment may be rolled into an RRSP at the employees election.

*Employees who successfully complete a roulette course will receive a premium of fifty cents (50¢) per hour during the training period as described in Article 17.2(d), the premium will increase to one dollar (\$1.00) per hour thereafter. The premium only applies for shifts on which roulette is dealt.

Where an employee currently holds dual positions in card dealing the higher of the rates shall be deemed to be their current rate of pay.

- Security receives a shift differential of fifty cents (50¢).

LETTER OF UNDERSTANDING #1
SENIORITY SLOTTING PROCESS

Following ratification, the Parties shall meet in order to slot employees into their departments. This shall be done by start date seniority in order to ensure fairness and to ensure that employees are treated equally for the purpose of initial seniority slotting.

After this initial slotting, employees who transfer from one department to another shall be assigned a new department seniority date. This date shall be their first shift worked in the new department.

The departments shall be as follows:

Dealing

Cash Cage

Slots

Concession

Drop Team

Security

LETTER OF UNDERSTANDING #2

WORKFORCE CHANGES

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.

In these circumstances the Parties agree to meet as per section 54 of the Labour Code or its successor to develop an adjustment plan.

LETTER OF UNDERSTANDING #3

GAMES TRAINING

Employees shall have the option, based on operational needs, of switching shifts or reducing hours in order to accommodate training and to ensure that the employee gets adequate rest. The Employer shall not unreasonably deny such requests. This time shall not be calculated as a shift change pursuant to Article 12.3(b).

LETTER OF UNDERSTANDING #4
MAXIMIZATION OF LENGTH OF SHIFTS

In the application of Article 12.3 Scheduling of Shifts, the current practice of accommodating employees, restricting their availability, shall continue. As shifts become available, through attrition, these shifts shall be offered in order of Departmental Seniority to permit employees to maximize their hours.

LETTER OF UNDERSTANDING #5

SCHEDULING

In recognition of the complexity of scheduling issues, the Employer and the Union agree to discuss the various scheduling considerations in each department. The Parties acknowledge the Employer's right to schedule employees to ensure the efficient and productive operations of its business. The Parties also acknowledge the right of the employees to maintain a family life.

LETTER OF UNDERSTANDING #6

CASHIERS

In the event that BCLC mandates the cashiers shall not be part of the tip pool the Employer agrees to increase the cashier rates by equalizing them for annual average tip rates (per current practice).

LETTER OF UNDERSTANDING #7

PAY FOR GAMES DEALT

All current grandfathered multi-skilled dealers-will continue to be paid the higher rate regardless of the games dealt, as is the current practice.

LETTER OF UNDERSTANDING #8

Where a member of the bargaining unit is in a temporary supervisory position due to maternity, parental, illness, injury or vacation, he/she will not be subject to the provisions of Article 16.4(b) and will continue to be a member of the bargaining unit regardless of the forty percent (40%) threshold.

LETTER OF AGREEMENT #1
GUEST SERVICES REPRESENTATIVES

The Parties agree that Guest Services Representatives will become members of the bargaining unit on the first date after ratification of the Collective Agreement.

Bargaining unit seniority will commence on the first day following ratification of the agreement. Relative ranking on the seniority list will be based on date of hire in the department. The Company Start date will be used for vacation entitlement, vacation pay and severance pay.

Guest Services Representatives will be entitled to attend ratification meetings and participate in the ratification vote.