

COLLECTIVE AGREEMENT

between

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 2952**

and

ABBOTSFORD BINGO ASSOCIATION

March 1, 2006 – February 28, 2011

**Errors & Omissions Excepted
cope-343/vbh**

INDEX BY ARTICLES

ARTICLE	SUBJECT	PAGE
	Preamble	2
1	Bargaining Agency & Recognition	2
2	Definition of Employee	2
3	Management Rights	3
4	Union Security	3
5	Hours of Work	4
6	Paid Holidays	5
7	Vacations With Pay	7
8	Seniority	7
9	Safety & Health	9
10	General Provisions	10
11	Grievance Procedure	16
12	Arbitration	17
13	Health & Welfare Benefits	18
14	Leave of Absence	19
15	Wages	20
16	Job Postings	21
17	Savings Clause	22
18	Duration of Agreement	23
Appendix "A"	Wages & Classifications	24
	Letter of Understanding	25-29

COLLECTIVE AGREEMENT

BETWEEN: **ABBOTSFORD BINGO ASSOCIATION**

(hereinafter referred to as “the Employer”)

AND: **UNITED STEELWORKERS**
(ON BEHALF OF LOCAL UNION 2952)

(hereinafter referred to as “the Union”)

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

The marginal section and article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02** Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.
- 1.03** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01** The term “employee” as used in and for the purpose of this Agreement shall include those employees of the Employer at 30835 Peardonville Road, Abbotsford, B.C., except office staff, managers and those employees excluded by the Labour Relations Code of British Columbia.
- 2.02** a) The Employer agrees not to expand its current practice with respect to non-bargaining unit personnel performing bargaining unit work.
- b) Charity Representatives/Volunteers may perform the duties required of them in accordance with the gaming regulations but shall not perform any additional duties to the degree that they displace bargaining unit employees and they shall not be part of the bargaining unit or be paid a salary by the Employer. Volunteers may be utilized to perform work when sufficient employees are not available, provided that the Employer will make every effort to obtain sufficient bargaining unit employees to perform the work. A call list will be established to ensure compliance.
- c) No employee shall have his/her scheduled hours reduced or be laid off or have recall deferred as a result of the Employer utilizing the services of volunteers.

- d) The Employer agrees that Cindy Klaussen and Paula Malatinka will not be assigned shifts of bargaining unit work.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - UNION SECURITY

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment.

- (a) Authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) Become members of the Union within three hundred and sixty hours (360) worked from their effective date of hire, and remain members of the Union in good standing.
- (c) Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
Unit D, Box 34223
Vancouver, B.C.
V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e., W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers, Local 2952
Attn: Financial Secretary @604-525-4568
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 Union Officers, Representatives of Members shall not hold meetings on the Employer premises or engage in any union activity on the Employer time without permission from the Employer.

4.04 A member of the Union's Local Executive or the Shop Steward, shall be given the opportunity, during regular working hours, to meet with each new employee within the first month of her employment for the purpose of acquainting her with the local union and Collective Agreement. The Union agrees there shall be no undue disruption of work and such meetings will be limited to a one (1) hour maximum.

ARTICLE 5 - HOURS OF WORK

5.01 **Definition of Work Week and Day** A work week shall be defined as one calendar week which commences at 12:01 a.m. local time Sunday morning. Hours worked past midnight Saturday on a work day that commenced on Saturday will be considered part of the Saturday work week. A work day is defined as the twenty-four (24) hour period commencing at the beginning of an employee's first shift in a day.

5.02 **Definition of a Shift** A shift is defined as a minimum of four (4) continuous hours to a maximum of eight (8) hours, except it is agreed that some shifts for Co-ordinators and Cashiers and Electronic Cashiers* may exceed eight (8) hours. There shall be no scheduled split shifts.

*During the term of the agreement the Parties shall discuss ways of scheduling Electronic Cashiers so that they do not work in excess of eight (8) hours per work day.

5.03 The Employer will post schedules bi-weekly a minimum of seven (7) days prior to the schedule coming into effect. The Employer may change the shifts of individuals upon providing written notice at least seven (7) days in advance. In the event the Employer does not provide sufficient notice the employee shall have the right to refuse and will not suffer any loss of earnings.

5.04 **Shift Trades** An employee who wishes to trade shifts with another qualified person of the same classification may do so with approval from the Employer.

5.05 **Operational Requirements** The Employer does not guarantee to provide work. Employees may be sent home by the Employer in reverse order of seniority within their classification with a minimum of four (4) hours pay for that shift, or may be permitted to leave at their own request, prior to their scheduled finishing time in which case they will only be paid for hours actually worked on the shift in question.

5.06 Overtime Overtime rates will only be paid in those cases where an employee works in excess of eight (8) hours in a work day or forty (40) hours in a work week. It is further agreed that where a Co-ordinator or Cashier or Electronic Cashier* works a shift in excess of eight (8) hours as provided for in Section 5.02, such shift shall be paid at straight time unless the employee in question works over forty (40) hours in a work week in which case overtime rates will be paid for all hours worked in excess of forty (40) hours in that work week. Overtime hours worked in a work day shall not be counted in determining weekly overtime.

*During the term of the agreement the Parties shall discuss ways of scheduling Electronic Cashiers so that they do not work in excess of eight (8) hours per work day.

5.07 Overtime Rates Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day, that employee shall be paid at one-and-one half (1 1/2) times their basic straight-time hourly rate for the first three (3) hours of eligible overtime worked in a work day and two (2) times basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of three (3) in a work day. An employee who is eligible for overtime payment for working in excess of forty (40) hours in a work week shall be paid at one-and-one half (1 1/2) times their basic straight-time hourly rate for the first eight (8) hours of eligible overtime worked in a work week and two (2) times their basic straight-time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) in a work week.

5.08 All overtime shall be voluntary except in the event of an emergency. An employee who uses seniority to take a shift that has an overtime component is required to work the entire shift.

5.09 Employees will not be permitted to select shifts or hours of work that will result in overtime being paid unless mutually agreed to by the Employer. The Employer will assign work in such a way as to limit the amount of overtime worked.

ARTICLE 6 - PAID HOLIDAYS

6.01 a) An employee shall receive pay as determined pursuant to Articles 6.02 and 6.03 for the following Paid Holidays (or any day proclaimed in lieu thereof):

- | | | | |
|----|------------------|-----|-----------------|
| 1. | New Years Day | 6. | Good Friday |
| 2. | Victoria Day | 7. | Canada Day |
| 3. | B.C. Day | 8. | Labour Day |
| 4. | Thanksgiving Day | 9. | Remembrance Day |
| 5. | Christmas Day | 10. | Boxing Day |

and any other paid holidays proclaimed by the Government of British Columbia.

b) The Employer shall post a list informing employees of the days the business will be closed for the above paid holidays. An annual list shall be posted by January 31st of each year for the following twelve (12) month period, provided that changes to the list may be made at any time with sixty (60) days notice.

6.02 An employee who qualifies for paid holiday pay in accordance with Article 6.04 below will receive such paid holiday pay on the following basis:

Employees working a regular schedule of hours will receive holiday pay in an amount equal to their regularly scheduled daily straight-time wages provided the employee has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday. An employee who does not have a regular schedule and who has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday shall have holiday pay determined by dividing the employee straight time wages for the thirty (30) day period by the number of days worked. Employees who have not worked on fifteen (15) of the thirty (30) days immediately preceding the holiday, will have holiday

pay determined by dividing such employees straight time wages over the thirty (30) day period by fifteen (15).

- 6.03** Paid Holiday pay shall be calculated as the employee's regular rate multiplied by the average number of hours worked by the employee in the eight (8) weeks preceding the holiday (the daily average is the weekly average number of hours worked during that period, divided by five).
- 6.04** To be eligible for the Paid Holiday pay an employee must have been employed for thirty (30) days and must have worked his scheduled regular day of work preceding or his regular day of work following the holiday unless they have a justifiable absence.
- 6.05** Where an employee is scheduled to work on a Paid Holiday as specified in 6.01, they shall be paid one and one half (1 1/2) times the employees basic hourly rate of pay for all hours worked, (subject to Article 5) in addition to any holiday pay they are entitled to in accordance with 6.03.
- 6.06** Where a Paid Holiday falls on a day that an employee is not scheduled to work, the employee shall receive holiday pay in accordance with Article 6.03 and may take a substitute day off without pay in lieu of the holiday. Days in lieu shall be scheduled at a mutually agreed time. Unused days in lieu will be cancelled one year from the day earned.
- 6.07** In calculating holiday pay as per 6.03, should an employee have been on vacation during the qualifying period, then those days shall be considered as work days for the purpose of this Article.
- 6.08** Employees not actively employed because of :
- a) lay-off
 - b) unpaid leave of absence
 - c) illness/injury and not eligible for W.C.B. for the involved holiday

and who work sometime within the fourteen (14) day period prior to the paid holiday(s) in question will qualify for holiday pay for such holidays.

6.09 Paid Holiday During Employee's Vacation

- a) Should any paid holiday occur during an employee's vacation period, the formula in 6.02 shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off without pay, either the working day preceding or the working day following the vacation period.
- b) Should a paid holiday fall during the first week immediately following the end of an employee's vacation the formula in 6.02 will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- c) Should a paid holiday fall during the second week immediately following the end of an employee's vacation the formula in 6.02 will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

6.10 Banking of Hours Worked on Paid Holidays

Employees may bank hours worked on Paid Holidays. Banked hours on Paid Holidays are accrued at the rate of 1.5 times in accordance with Article 6.02. In order to bank hours for Paid Holidays, the employee must notify management in writing no later than the Friday before the payday on which the Paid Holiday would appear. If notification is not received, then the employee will be paid as per Article 6.02.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01** For each completed year of work during the first four (4) years of continuous service, an employee shall earn an annual vacation of two (2) weeks and shall receive vacation pay equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.
- 7.02** For the fifth (5th) and subsequent years of continuous service completed, an employee shall earn three (3) weeks of vacation and receive vacation pay that is equal to six percent (6%) of gross earnings for the year in which the entitlement is earned.
- 7.03** Effective March 1, 2005, for the tenth (10th) and subsequent years of continuous service completed, an employee shall earn four (4) weeks of vacation and receive vacation pay that is equal to eight (8) percent of gross earnings for the year in which the entitlement is earned.
- 7.04** In the event that an Employee's employment is terminated during the course of a working year in respect of which he has not received an annual vacation, he shall receive the appropriate percentage of his gross pay earned during the portion of the year that he has worked.
- 7.05** The Employer will post a vacation schedule sheet no later than March 1st.

Vacations will be scheduled by May 1st of each year for the period of June 1st to September 30th, and by November 1st for the period of December 1st to January 15th. The Employer will confirm all annual vacation requests within thirty (30) days of the aforementioned cut-off dates and once a vacation request has been agreed to, it may only be changed by mutual agreement. For annual vacation requests outside of the two prime periods, the Employer shall confirm the request within two (2) weeks, and the same rules will apply with regard to annual vacation changes.

The Employer will determine how many employees in each classification may be off at one time. Employees will have their choice of vacation on the basis of seniority within their classification but no employee will have their second or subsequent choice approved until all other employees within that classification have made their choices, subject to the appropriate cut-off date.

All vacation applications and approvals shall be in writing.

ARTICLE 8 – SENIORITY

- 8.01** The seniority of an employee means length of continuous service with the Employer since the employee's last date of hire, except as expressly provided herein. Where two or more employees were hired on the same day, seniority will be based on the order in which they were actually hired.
- 8.02** An employee shall not have any seniority, and shall be considered as a probationary employee until he has worked a total of three hundred and sixty (360) hours. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to his date of original hire. The Employer may request an extension of the probationary language and the Union agrees to consider this.
- 8.03** The Parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed that in all transfers and filling of vacancies the senior employee shall be entitled to preference, subject to their possessing the skills, knowledge, and ability to fulfill all of the requirements to perform the job in question. Any employee so appointed will be entitled to a trial period as specified in Section 16.05 of this Agreement. If during this trial period the employee is found to be unsuitable for the position, the employee shall be returned to the previous position occupied. Any other employee who had been promoted to fill any vacancy created by the filling of the original vacancy shall also be returned to their previous position.

8.04 Seniority will be Maintained and Accumulated During:

- a) occupational injury
- b) absence from employment while serving in the non-permanent armed forces of Canada
- c) absence due to illness or non-occupational injury
- d) jury duty, Union gatherings and collective bargaining negotiations
- e) authorized leave of absence, strike, lockout
- f) lay-off for the following periods, after which an employee's seniority will terminate:
 - 1. Less than 12 months seniority - 6 months
 - 2. Over 12 and less than 60 months seniority - 12 months
 - 3. Over 60 months seniority - 24 months

8.05 Seniority Standing will be Cancelled if an Employee:

- a) voluntarily quits the employ of the Employer.
- b) over-stays authorized leave of absence except by reasons of force majeure.
- c) is discharged and not reinstated under the terms of this Agreement.
- d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.
- e) is still on lay-off and the seniority retention period has elapsed as described in 8.03 (f).
- f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

8.06 Layoffs Layoffs will occur in the reverse order of seniority among employees occupying classifications from which the Employer determines that layoffs will occur. An employee so laid off will be permitted to bump the junior person in another classification provided the laid off employee is qualified to perform the work.

8.07 Recall Procedure Laid off employees with seniority will be given the first opportunity to be rehired provided they are qualified to perform the work they are being recalled for. Employees will be notified of recall by telephone, telegraph, or other type of message and confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the confirmation of notification. Written notification will also be given to the Shop Steward or Union Committee person.

8.08 a) Seniority Lists The Employer will prepare Seniority lists of all employees and present them to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- 1. employee's name and clock number
- 2. employee's starting date
- 3. employee's length of service in years and days
- 4. employees regular classification and regular rate of pay
- 5. probationary employees will also be shown on the list.

b) **Seniority Lists - Additional** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each four (4) months except during the months of April through September when they will be supplied each month if requested.

8.09 In the event legislation governing lay-offs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to

take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.

- 8.10** While the Employer is entitled to schedule shifts of various lengths as set out in Article 5 the minimum length for a shift shall be four (4) hours. The Employer undertakes to maximize the length of a shift before instituting one of lesser duration, taking into consideration the operating needs of the business, ie. an employee will be allowed to use their seniority to maximize their hours of work and the Employer will make an earnest effort to make these hours available.
- 8.11** The Employer agrees to recognize senior employees with respect to assignment and number of shifts and number of hours taking into consideration the operating needs of the business. All posted shifts shall be assigned and where no employee signs up for a specific shift, or block of shifts, the Employer shall assign a qualified employee to work that shift, in reverse order of seniority. Nothing in this clause shall limit the Employer's right to schedule shifts in such a manner that an employee would be required to sign up for a block of shifts (e.g. Monday to Friday day shift in a specific classification).

ARTICLE 9 - SAFETY & HEALTH

- 9.01** a) The Employer and the Union shall maintain an Occupational Health & Safety Committee consisting of two (2) members elected or appointed by the Union, and two (2) members appointed by the Employer.
- b) Union Health and Safety Committee members shall be entitled to one (1) day of paid leave per year, to attend Health & Safety Education and Training programs, sponsored by the Employer or the Union.
- 9.02** The general duties of the Occupational Health and Safety Committee will be to ensure compliance with the provisions of the Industrial Health and Safety Regulations Act of British Columbia, and:
- a) To make a formal inspection bi-monthly of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
- b) To investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused an injury to a worker, whether or not such injury occurred. Any injury requiring medical attention will receive the medical attention before an investigation is conducted.
- c) To hold regular meetings monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- 9.03** No disciplinary action shall be taken against any Employee by reason of the fact that the Employee has exercised the right conferred upon the Employee under the Act respecting the Industrial Health and Safety Regulations.
- 9.04** The Employer shall supply fatigue mats and/or chairs/or stools for cashiers, podium sales and paper control in accordance with Industrial Health and Safety Regulations.
- 9.05** All safety meetings and tours will take place during working hours.
- 9.06** The Employer and the Union agree to promote safety and hygiene in the workplace and to follow procedures as outlined in Provincial Legislation.

9.07 Payment for Injured Employees In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of his shift. If it is necessary, the Employer will provide or arrange for suitable transportation for the employee to the doctor or hospital, and back to the office and/or to his home, as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an industrial injury, he shall be paid for any time lost from regular shift hours to attend such appointment.

ARTICLE 10 - GENERAL PROVISIONS

10.01 a) Human Rights The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee provided that the Employer has just and reasonable cause to discipline.

b) The Employer agrees to contribute \$500 during the term of the Collective Agreement to cover the cost of an Anti-Harassment Training Course that will be made available to all bargaining unit employees and management personnel. The Course will be presented by the United Steelworkers of America, and shall be taken on the employee's own time.

10.02 Non - Discrimination There shall be no discrimination by the Employer or its representatives or the Union or its representatives and members against any employee or employee representative because of membership or because of age, marital or parental status, family relationship, race, national or ethnic origin, ancestry, citizenship, place of residence, colour, sex, sexual orientation, religious belief, political affiliation, conviction for which a pardon has been granted, and physical or mental disability unrelated to job performance, except to the degree that such discrimination is permitted or required by applicable legislation.

10.03 Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

10.04 Harassment

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

b) Sexual harassment means sexually orientated 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:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- unwanted assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- unwanted questions or comments of a sexual nature;
- 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.
- e) Both males and females can be sexually harassed by members of either sex.
- f) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political affiliation, religion, marital status, family status or as defined by the Human Rights Code, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but not be limited to:
 - physical threats or intimidation;
 - word, gestures, actions or practical jokes, the nature and consequence of which is to humiliate, alarm or abuse another person;
 - distribution or display of offensive pictures or materials.
- g) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- h) Personal harassment does not include actions occasioned through the exercising of good faith, of the Employer's supervisory rights and responsibilities.
- i) **Harassment Complaint Procedures**

A person who considers that she or he has been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Employer's management team within thirty (30) days of the latest alleged occurrence.

Upon receipt of the written complaint, the Employer shall advise the designated Union Staff Representative.

An alleged offender shall be given notice of the substance of such a complaint under this clause, and upon request shall be entitled to be represented by the Union at any meeting with the Employer under this clause.

The Employer shall attempt to resolve the matter between the Parties.

- j) If the Employer is unsuccessful in resolving the matter, then an Employer designate and a Union Representative shall jointly investigate the complaint and shall submit their reports to the Employer in writing within thirty (30) days of the referral of the complaint by the Employee. The Employer shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- k) Pending determination of the complaint, the Employer may take interim measures deemed necessary after consultation with the Union.
- l) if the complainant and the investigators agree that the conduct in questions is not workplace harassment as defined in this Article, the investigators shall take no further action.
- m) Where any Party to the proceeding is not satisfied with the findings of whether or not harassment has occurred or with the Employer's response, the matters may be referred

to an independent adjudicator for a final resolution. However, the recommendations of the adjudicator will not be binding upon either the Union or the Employer. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.

- n) An employee of the Employer who considers that she or he has been subjected to workplace harassment by a person who is not a member or employee of the Employer shall seek advice of their immediate supervisor. The immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.
- o) Where the complaint is determined by the investigating parties, including an independent adjudicator or the arbitrator to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline.
- p) Complaints under this Article shall be treated in strict confidence by all Parties involved.

10.05 Union Representation

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- c) The Employer shall be notified by the Union of the names of the Shop Steward, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees which may include the Unit President.
- e) When the legitimate business of a Grievance Committeeman, Shop Steward or Safety Committeeman requires him to leave his department, he shall first receive permission from his manager. Such permission shall not be unreasonably withheld.
- f) The Employer agrees that Stewards, Grievance Committeemen and Safety Committeemen shall not suffer loss of pay for time spent meeting with management.

10.06 Negotiating Committee

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, who shall be regular employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work without pay on each day the Committee is scheduled to meet with members of the Management.

10.07 Notice of Lay-off All employees shall be given in writing one week's notice of lay-off or salary in lieu of notice. The period of notice shall not coincide with an employee's annual vacation.

10.08 Jury and Witness Duty An employee who has attained seniority shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a Crown

witness subpoenaed to an appearance. In order to receive pay under this provision, the employee must submit any remuneration received from the Court to the Employer.

10.09 Notification to Union

- a) The Employer agrees to notify the Union Steward or Grievance Committee person when disciplining, discharging, laying off, promoting or demoting any employee. In the case of discipline, a Union Steward shall be present, provided the disciplinary action is not unreasonably delayed.
- b) The Employer will provide the Employee with a written copy of all correspondence that is to be placed on his or her file. Both parties shall sign, or initial and date the document at the time it changes hands. Both parties agree that the signing and dating of the document does not signify acceptance of its contents but that it merely established the receipt of the document.

10.10 Bulletin Boards The Union will have the use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards of the Bingo.

10.11 Notices - Between Employer and Union Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to it at its operating address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

10.12 Union Representative If an authorized representative, who is not employed by the Employer, wants to speak to a Local Union Representative about a grievance or other official business, he shall advise the Employer Management or the designated representative, who shall then call the Local Union Representative to an appropriate place at an appropriate time where they may confer privately.

10.13 Supervisor's Identification The names of all Supervisors setting forth their official status will be posted on the Employer's bulletin board(s).

10.14 Rest Periods Employees shall receive paid rest periods as follows:

- 1) More than three (3) hours but not more than four (4) hours worked - one (1) fifteen minute paid rest period.
- 2) More than four (4) hours but not more than eight (8) hours worked - two (2) fifteen (15) minute rest periods.
- 3) More than eight (8) hours - two (2) fifteen minute paid rest periods and one thirty (30) minute unpaid meal break - (for Floor shifts only)
- 4) One additional fifteen (15) minute paid rest period for each two (2) hours worked in excess of eight (8) hours.

The current practise regarding breaks for co-ordinators and cashiers shall continue without change unless mutually agreed otherwise.

10.15 The Employer agrees with the Union's request to establish a payroll deduction plan for workers who want to contribute to the Steelworkers Savings Plan. Details of such plan shall be as mutually agreed between the Employer and the Union.

10.16 Picket Line No employee shall be disciplined for refusing to cross a legal picket line which has been recognized by the Union.

10.17 Dress Code Employees are required to wear a white shirt/blouse and black slacks unless the Employer chooses to supply other clothing for employees to wear on the job. The Employer shall continue its practice of supplying aprons and nametags to those employees who require them.

Any employee shall be permitted to wear their hair in the manner they choose, as long as they maintain a neat and clean appearance.

No restrictions on jewelry except as specified by W.C.B. regulations shall apply

Employees shall maintain and launder the shirts provided, for which they will be provided a seventy cent (\$.70) laundering allowance per shift, effective May 1, 2006.

10.18 Humanity Fund The Employer agrees to deduct twenty dollars (\$20.00) from each employee who authorizes it on October 1st each year and forward to the United Steelworkers Humanity Fund.

10.19 Overtime Banking Employees may bank overtime hours worked to be taken as time off on the following basis:

- a) The bank shall be recorded in dollars at the rate it was banked to a maximum of eight hundred dollars (\$800.00) per year. Banked time may be taken out at any hourly rate that the employee would normally receive for performing work.
- b) An employee shall have the option of having all monies banked paid out on December 15th of each year or carry them over into the following year.
- c) Banked time off must be taken off at a time mutually agreed between the Employer and the employee, subject to operational requirements. Employees must request banked time off a minimum of fourteen (14) days prior to the time requested.
- d) Banked monies will be paid out prior to December 15th if the employee so requests in writing.
- e) Overtime bank sign-up sheets only apply to regular overtime and do not apply to Paid Holidays.

10.20 Discipline Record Disciplinary penalties will include written warnings, suspension and discharge. A Shop Steward will be present when an employee is being disciplined provided that this does not result in disciplinary action being unduly delayed. All disciplinary action will be confirmed in writing, with a copy to the Shop Steward.

10.21 Employee Access to Personnel File An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.

10.22 Union Access to Employee Personnel File A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

10.23 Discipline Record An employee's record of verbal and written warnings will not be used after twelve (12) months from date of infraction and an employee's record of suspensions will not be used after twenty-four months from date of infraction.

10.24 Bereavement Leave The Employer will grant regular employees three (3) days leave with pay in the event of a death in the immediate family. Immediate family shall mean: Mother, Father,

Son, Daughter, Sister, Brother, Spouse, Father-in-law, Mother-in-law, Grandparents, Grandchildren, Step Parents or Step Children, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law.

10.25 Family Emergencies The Employer shall provide a method by which employees shall be immediately notified of family emergencies.

10.26 Compassionate Leave With adequate notice, the Employer may approve other requests for compassionate type leave, but the time off will be without pay.

10.27 Employee Parking In keeping with OH&S regulations, the Employer will make adequate provision for the safety of employees leaving the building late at night.

10.28 Labour Management Committee

- a) There will be a joint Labour/Management Committee consisting of two (2) Employer and two (2) employee representatives, that shall meet once every three (3) months (or sooner by mutual agreement) at a mutually agreeable time and place. Time limits may be extended by mutual agreement.
- b) Minutes shall be kept as a record of the matters discussed during these meetings.
- c) It is agreed that this article satisfies the requirement for a joint consultation committee for the purposes of Section 53 (sub-section 4) of the Labour Relations Code.

10.29 The Employer will continue its practice of supplying coffee in the staff room.

10.30 Cash Variances

- a) Employees who handle cash are responsible to ensure that cash variances do not occur. An employee may be disciplined where it can be demonstrated by the Employer that the cash variance is related to the actions, or lack of action, of a particular employee.

Where more than one person has access to monies associated with the variance, the onus is on the Employer to substantiate the reasons for disciplining any particular employee(s).

- b) Where the Employer intends to hold any employee(s) responsible for a cash variance, the onus is on the Employer to substantiate the reasons for discipline and provide the Union with supporting documentation.

10.31 Training

When training for relief positions is to be conducted, the Employer will place a Notice of Training on the appropriate bulletin board. This notice will indicate the pre-training criteria and the specific nature of the training. The Employer will assess the abilities of the employees who indicate their interest for such training and will offer the training to the senior applicant who meets the pre-training criteria as determined by the Employer. Employees who are trained under this provision must be prepared to be scheduled into relief positions when the need arises.

10.32 Identification Badges

The Employer will pay GPEB registration fees to a maximum of twenty-five dollars (\$25.00). Employees will be responsible for the cost of photographs. New employees will be responsible for the cost of their first registration but will be reimbursed upon successful completion of their probationary period.

10.33 Personal Security

Employees who handle cash or who may be exposed to aggressive conduct shall be provided with the required information and instructions to properly handle these situations.

As necessary, the Employer will arrange for training to be provided by the appropriate agencies.

Any incidents of aggressive behaviour shall be reported immediately to Management and Management will take immediate and appropriate action.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition and Recognition of a Grievance

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

11.02 Prior to initiating a written grievance the employee with or without a Shop Steward may attempt to resolve a problem directly with the Management.

11.03 Grievance Will Be Processed as Follows:

Step 1 The Shop Steward and/or Grievance Committeeman, with or without the aggrieved employee, will attempt to settle the written grievance with the Supervisor (designated by the Employer) involved in the dispute.

If the grievance is not settled at Step 1 the Employer representative present at the meeting will relate to the Union, in writing, the Employer's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 2.

Step 2 Failing a satisfactory settlement at Step 1, the Union may submit the written grievance to the General Manager or his authorized representative. The General Manager, or his authorized representative, accompanied if so desired by other representatives of the Employer, will meet with Union Officer(s) within seven (7) days of the receipt of the grievance with a view to achieving a settlement.

If the grievance is not settled at Step 2, the Employer representative present at the meeting will relate to the Union, in writing, the Employer's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 3.

Step 3 Arbitration

11.04 Time Limits (Working Days) and Steps Will Be As Follows:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
<u>Step 1</u>	Within 14 days of the grievor's knowledge of the occurrence of the grievance	5 days
<u>Step 2</u>	Within 7 days of answer	5 days
<u>Step 3</u>	Within 7 days of answer	5 days

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.05 Management Grievances

a) **Step 1**

The Employer may submit the grievance in writing to the union within fourteen (14) calendar days of becoming aware of the events giving rise to the grievance. The General Manager, or his authorized representative, accompanied if so desired by other representatives of the Employer, may meet with Union Officer(s) within fourteen (14) calendar days of the receipt of the grievance with a view to achieving a settlement. The Union shall reply to the grievance within thirty (30) calendar days after it was received.

b) **Reference to Arbitration**

If a satisfactory settlement is not reached at Step 1, then the Employer may advance the grievance to arbitration provided written notice of such is given to the Union within thirty (30) calendar days following the receipt of the Union's reply at Step 1.

11.06 Discharge Cases If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.07 Warning - Suspension - Discharge An employee may only be warned, suspended or discharged for just cause. Where a suspension is to be served on non-consecutive scheduled work days, such suspension shall not be served on a Statutory Holiday and a minimum of one (1) day per pay period shall be served.

11.08 Group or General Grievances Grievances of a general or group nature will be put in writing and instituted at Step 2.

11.09 Time Limits - Failure to Act If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.10 Grievance Committeemen And Employer Representatives At each of the three grievance steps the Employer and the Union may have equal representation.

11.11 Employer Representative - Steps 2 and 3 If a Employer's administrative staff is such that the same Employer representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

12.02 Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:

1. Don Munroe
2. Rick Coleman
3. David McPhillips
4. Colin Taylor

- 12.03** The arbitrator shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any employee affected by it.
- 12.04** The arbitrators shall rotate on each subsequent arbitration, but should anyone be unable to act within ninety (90) calendar days, he shall be passed over to the next on the list.
- 12.05** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee, or in which the employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.06** If during the life of this Agreement, one of the Arbitrator names in 12.02 hereof withdraws from the list, the Parties shall appoint a replacement by mutual agreement in writing.
- 12.07** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.08** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 12.09** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.
- 12.10** A claim by an employee that he has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

- 13.01** a) The Employer agrees to pay seventy-five percent (75%) of the premiums required to provide the benefit coverage as set out in this Article. The employee will be responsible for the remaining twenty-five percent (25%).
- b) The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer agrees to maintain benefits at a comparable level to those outlined in this Article, subject to any requirements placed on these plans by the insurance carrier.
- c) Subject to the policies of the insurance carriers, benefit coverage will be extended to eligible spouses and dependants.
- 13.02** To be eligible for participation in any of the following plans, an employee must have completed his/her probationary period and must be regularly scheduled by the Employer to work a minimum of twenty (20) hours per week.
- 13.03** For the convenience of the employees, the Employee Benefit Plans are summarized as follows:
- a) MSP - Eligible employees may, at their option, be covered by the basic provincial medical plan.

- b) Dental - All eligible employees shall be covered under the Dental Plan which provides the following services subject to the terms and conditions of the Plan:
 - 1. Basic Routine Dental Services (Plan A) paying eighty percent (80%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year;
 - 2. Major Restorative (Plan B) paying fifty percent (50%) of the approved schedule of fees to a maximum of \$1500 per person per calendar year.
 - 3. Orthodontics (Plan C) paying at fifty percent (50%) – children only. Co-insurance maximum of \$1500 per person per calendar year.
- c) Eligible employees shall be covered under the Extended Health Care Plan. The Plan will reimburse 80% of eligible expenses subject to the terms and conditions of the Plan and further subject to an annual deductible of \$25.00 for single and \$50.00 for married/family. The maximum lifetime benefit under this Plan is \$500.00. Eligible expenses will include coverage for paramedical expenses to a maximum of \$500.00 per person per year; eligible prescription drugs.
- d) **Vision Care** The Employer shall provide a Plan which provides for a payment of two hundred dollars (\$200.00) on claims each twenty-four (24) months. The Employer will pay fifty dollars (\$50.00) toward the cost of eye exams in each twenty-four month period.

13.04 An employee who is absent due to illness or injury for a period in excess of one (1) month will have their benefit coverage continued for three (3) months from the commencement of the absence provided that the employee pays their share of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier. An employee will have their benefit coverage continued from the fourth (4th) to the twelfth (12th) month of such absences provided that such continued coverage is approved by the insurance carrier and further provided that the employee pays the full cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier. For employees on WCB the Employer will continue to pay their share of the premiums for the full twelve (12) month period.

13.05 An employee who is laid off will have their benefit coverage continued for three months from the date of layoff provided that the employee pays their share of the costs for the first full month following the date of layoff and the full cost of the premiums for the second and third month. Payment of the employee's share must be remitted to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 An employee shall be allowed a leave of absence without pay for personal reasons, if:

- a) They request it in writing from Management, and
- b) The leave is for a good reason, and does not interfere unduly with operations, except in emergency situations when leave shall be granted in any event.

14.02 A maximum of two (2) employees who have been elected or appointed by the Union to attend union conventions or conferences or other union business shall be granted unpaid leave of absence for this purpose. The Union will notify the Employer in writing, not less than ten (10) working days prior to the start of the leave, of the names of the delegates and such leave shall not exceed three (3) weeks.

14.03 a) The Employer will grant an employee leave of absence up to three (3) years to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to commencing this

leave. Such leave will be without pay and the Employer will be reimbursed the cost of benefits.

- b) Not more than one (1) employee may be on leave under this Section at any one time and in no instance will two such leaves be granted in any six (6) month period.

14.04 Pregnancy/Parental Leave Pregnancy/parental leave will be granted without pay. Such leave shall be in accordance with the Employment Standards Act of British Columbia.

14.05 Political Leave Employees shall have time off without pay to run as a candidate for any Federal, Provincial, City or other civic office. If elected to office the Employee will be granted leave without pay or benefits for the duration of the term(s) of office.

14.06 Leave When Charged with an Offence The Company shall grant leave of absence without pay or benefits to an employee for any period of incarceration due to traffic violation for a period not to exceed twelve (12) months. Special consideration shall be given other cases of incarceration that are less than thirty (30) days.

ARTICLE 15 - WAGES

15.01 Wage Schedule

- a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.
- b) The rates for the classification set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement.

15.02 a) New or Changed Job Classification If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

15.03 Cheque Issue - Employees shall be paid bi-weekly through direct deposit. Such deposits shall be available to the employees by 8:00 a.m. on Fridays.

15.04 Statement of Earnings The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.

15.05 Payment of Wages - Irregular Any employee being discharged, laid off, or leaving of his own accord will be paid all wages due to him as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.

15.06 Pay for Work in Another Classification

- a) Employees temporarily assigned to work at a lower rated classification during a period of time that they had been scheduled to work at a higher classification, shall continue to receive the wage rate of the higher classification for all times actually worked during the period of time they were scheduled to work in the higher classification.

- b) Employees temporarily assigned to a higher rated classification than the classification at which they were originally scheduled to work, shall receive the wage rate of the higher classification for all time actually worked in the higher classification.

ARTICLE 16 - JOB POSTINGS

16.01 Job Postings (Not Temporary) All vacancies (not temporary) shall be posted on the bulletin board for seven (7) working days.

16.02 Job Openings (Temporary)

- a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of (30) days.
- b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 and 8.02 of the collective agreement.
- c) **Job Postings:** Temporary vacancies, which are the result of an employee's absence due to sickness and/or injury, exceeding thirty (30) days, but less than fifty-two (52) weeks, shall be posted as per the Job Posting Procedure outlined in Article 16. Such job openings shall be filled in accordance with the principle established in Articles 8.01 and 8.02 of the Collective Agreement.

Upon return to work, an employee who has been absent from work as a result of sickness or injury exceeding thirty (30) days, but less than fifty-two (52) weeks, shall return to their job held prior to the sickness and/or injury. Employees who are displaced due to the return to work of the employee shall return to their former position.

16.03 Job Applications (Delayed) Employees who are going on vacation or any other approved leave, may bid on a job posting which may occur during their absence by filling out a job posting application in duplicate (one copy for the Company, and one for the Union) signifying the job(s) they are applying for. Their applications will be considered on the same basis as all others provided that the absence does not exceed thirty (30) days from the date of the vacancy being posted.

16.04 Selection of Successful Applicant Preference will be given to applications in accordance with the principles established in Section 8.02 of this Agreement.

16.05 Trial Period The successful applicant will be entitled to a trial period of forty-five (45) days actually worked but not less than fifteen (15) days actually worked.

16.06 Return to Former Job

- a) In the event that an employee is promoted in accordance with the provisions of this Article and within forty-five (45) days of such promotion he is not performing efficiently or the employee wishes to do so, he will revert to his immediate previous job without loss of seniority.
- b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

16.07 Successful Applicant Notice The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.

16.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 or 8.02 of this Agreement, the Company may fill the vacancy from any available source.

ARTICLE 17 - SAVINGS CLAUSE

- 17.01** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 17.02** In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement they shall submit the matter to arbitration.

ARTICLE 18 - DURATION OF AGREEMENT

- 18.01** This Agreement shall be for a one year period effective **March 1, 2006 to and including February 28, 2011** and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is or immediately preceding the last day of February in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

- 18.02** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement, whichever shall first occur.

- 18.03** The operation of Section 50 (2) and (3) of the Labour Relations Code is hereby excluded.

IN WITNESS WHEREOF: The Parties have executed this Agreement at
this _____ day of _____ 2006.

ABBOTSFORD BINGO ASSOCIATION

**UNITED STEELWORKERS, ON BEHALF OF LOCAL
UNION 2952**

APPENDIX "A" WAGES & CLASSIFICATIONS

Classifications and Hourly Rates

<u>CLASSIFICATIONS</u>	MAR1/06	SEPT1/06 1%	MAR1/07 2%	MAR1/08 2%	MAR1/09 2%	MAR1/10 3%
Event Coordinator	14.78	14.93	15.23	15.53	15.84	16.32
Bingo Caller	14.08	14.22	14.50	14.79	15.09	15.54
Event Cashier	11.38	11.49	11.72	11.95	12.19	12.56
Electronic Cashier	10.74	10.85	11.07	11.29	11.52	11.87
Bingo Floor Person/ Breakopen/2 nd Cashier	10.33	10.43	10.64	10.85	11.07	11.40
Maintenance	12.22	12.34	12.59	12.84	13.10	13.49

New employees while on probation will be paid at eighty percent (80%) of the classification rate in which they are hired. At no time will a new employee be paid less than \$8.00 per hour.

SIGNING BONUS

*On the first pay cheque after December 1, 2006, a Signing Bonus of \$100 will be paid to each employee who is actively employed as of the date of ratification and who remains actively employed as of December 1, 2006.

LETTER OF UNDERSTANDING #1

BETWEEN: ABBOTSFORD BINGO ASSOCIATION

OF THE FIRST PART

AND: UNITED STEELWORKERS

(On Behalf of Local Union 2592)

On Labour Day and New Years Eve and other occasions as mutually agreed, provided all bargaining unit members are given the opportunity to work the maximum allowable hours without creating an overtime situation the Employer may utilize temporary employees/volunteers if additional help is required. Employees (excluding volunteers) will be paid pursuant to the Collective Agreement and such remuneration shall be subject to the deduction of Union dues.

Signed this _____ day of _____, 2006.

ABBOTSFORD BINGO ASSOCIATION

**UNITED STEELWORKERS, ON BEHALF OF LOCAL
UNION 2952**

LETTER OF UNDERSTANDING #2

BETWEEN: ABBOTSFORD BINGO ASSOCIATION

OF THE FIRST PART

AND: UNITED STEELWORKERS
(On Behalf of Local Union 2592)

AVAILABILITY LIST

Effective immediately, the parties agree to the following procedure to fill temporary vacancies that result from an employee being unable to work a scheduled shift.

Employees who wish to fill such temporary vacancies shall indicate their wishes on an availability list that shall be posted each week for vacancies that may occur during the following work week. Employees must indicate their availability (day or evening shift and classification) on the list by noon each Friday. An employee who is already scheduled to work on the shift which the vacancy occurs shall be deemed to be on the availability list for that shift. An employee may remove their name from the list, if desired, at anytime prior to being assigned.

Where a temporary vacancy arises, the senior qualified employee on the availability list shall be assigned to fill that vacancy, provided:

- a) if the senior qualified employee on the list is already scheduled to work that day, they only have the right to fill the vacancy if it is on the same shift, and if the temporary vacancy results in a higher earning for that day. This does not preclude the Employer from assigning that employee to fill the vacancy if no other qualified employee is available. Where an employee is assigned by the Employer to fill the vacancy, that employee shall not suffer a loss of earnings for that day.
- b) Where an employee who is already scheduled fills a temporary vacancy, that employee's originally scheduled shift will be filled by the senior qualified employee from the availability list who is not scheduled to work on that day, provided one is available. If not, the Employer may assign another qualified employee who is already working that day, to fill the second vacancy.
- c) The filling of temporary vacancies must not result in overtime.
- d) An employee who signs the availability list must work any shift that they have indicated they are available for that is assigned to them, provided they have not previously removed their name from the availability list.

In the event an employee must be advised in advance of an earlier start time or call in and the employer is unable to contact the employee by telephone on one attempt, the employee shall lose his/her right to the assignment for that day.

If the Employer is unable to fill the vacancy from the names on the availability list, the Employer may fill the vacancy by offering the work to other bargaining unit employees. If such bargaining unit employees are not available to perform the work, then the Employer may, at its discretion, assign the work to non-bargaining unit personnel.

In addition to the system outlined above, the parties also agree to implement a "Special Event" call-in

sheet.

Signed this _____ day of _____, 2006.

ABBOTSFORD BINGO ASSOCIATION

**UNITED STEELWORKERS, ON BEHALF OF LOCAL
UNION 2952**

LETTER OF UNDERSTANDING #3

BETWEEN: ABBOTSFORD BINGO ASSOCIATION
OF THE FIRST PART

AND: UNITED STEELWORKERS
(On Behalf of Local Union 2592)

SUBJECT: TRAINING

The undersigned hereby agree to the following parameters with respect to training.

Subsequent to being awarded the posting, the successful applicant who requires training because no fully qualified applicant was available will commence training no later than two weeks from the date of the said successful posting. Training times will be advance scheduled and be of a duration as determined by classification.

Classification	Duration
Floor, Runner	One four hour shift followed by on-the-job training.
Electronic Cash	One full shift followed by on-the-job training.
Breakopens	One to three days inclusive. One to two days training in Breakopen and store.
Main Cashier	Three days maximum. Will be exposed to a variety of sessions. Under direct supervision of an experienced Main Cashier.
Co-ordinator	After a successful orientation period, the applicant will train during a variety of sessions under the direct supervision of an experienced Co-ordinator. The number of training sessions will have flexibility based on the trainees level of comfort. A joint evaluation (Management/Labour) of the trainee will be conducted to assess readiness and/or the need for further training.

Rates of Pay

For those employees having achieved seniority, the training rate is the lowest classification rate or 80% of the Classification rate, whichever is greater. Probationary employees will be paid \$8.00 per hour.

Signed this _____ day of _____, 2006.

ABBOTSFORD BINGO ASSOCIATION

**UNITED STEELWORKERS OF AMERICA, ON
BEHALF OF LOCAL UNION 2952**

LETTER OF UNDERSTANDING #4

BETWEEN: ABBOTSFORD BINGO ASSOCIATION
OF THE FIRST PART

AND: UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2592)

Notwithstanding Article 8.03 of the Collective Agreement and Letter of Understanding #3, for the term of the Collective Agreement the following shall apply for the position of Bingo Caller:

Applicants will be selected to fill vacancies based on the following two (2) factors:

- i) The qualifications, skills, knowledge and ability to fulfill all requirements of the job in question; and
- ii) The seniority of the applicants.

When factor (i) is to all extent equal between two or more fully qualified applicants, then the senior applicant will be entitled to preference. Successful applicants will be subject to the trial/orientation period set out in Article 16.05 of the Agreement.

Where there is no fully qualified applicant among the bargaining unit employees, the Employer shall train a current employee, who, while not fully qualified, has expressed interest in the position and who, in the opinion of the Employer, has the potential to successfully become fully qualified for the job in question. If there is no employee who meets the criteria, the Employer may hire from outside the bargaining unit.

Letter of Understanding #3 shall not apply to Callers.

Nothing in this Letter of Understanding shall limit or alter in any way Management's Rights as set out in Article 4 of the Collective Agreement.

Signed this _____ day of _____, 2006.

ABBOTSFORD BINGO ASSOCIATION

**UNITED STEELWORKERS OF AMERICA, ON
BEHALF OF LOCAL UNION 2952**

