

A COLLECTIVE AGREEMENT

BETWEEN

**TBC TELETHEATRE B.C.
(hereinafter called the "Employer")
PARTY OF THE FIRST PART**



AND

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378
(hereinafter called the "Union")
PARTY OF THE SECOND PART**



**EFFECTIVE DATES: JANUARY 16, 2006
TO JANUARY 15, 2009**

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ARTICLE 1 – PURPOSE

1.01 Purpose of Agreement

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) Establish and maintain collective bargaining.

ARTICLE 2 – INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable Provincial and Federal laws.

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

2.04 Gender/Singular and Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and wherever the singular is used, it shall be deemed to include the plural, and vice versa.

2.05 Incorporated Documents

All letters of agreement, understanding or intent signed by and between the Employer and the Union and attached to this Agreement shall be deemed to form part of and be incorporated

into this Agreement as if set forth in full herein in writing, and shall so apply. Such letters shall expire at the termination of this agreement unless specifically renewed by the parties in writing.

ARTICLE 3 - UNION SECURITY AND RECOGNITION

3.01 Bargaining Agent Recognition

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in British Columbia, except office staff and those excluded by the provisions of the Labour Relations Code of British Columbia.
- (b) For the purpose of this Agreement, an “employee” shall mean a person employed by the Employer who is represented by the Union as defined above.
- (c) The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit except as otherwise specified for probationary employees.

3.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee’s pay or salary the amount of the regular monthly or other dues, including initiation fees and assessments (excluding fines) payable to the Union in accordance with the Union constitution and/or bylaws.

3.03 Remittance of Deductions

- (a) The Authorization of Check-Off shall be effective from the date of employment and shall be on a standard form, to be furnished by the Union, and to be completed by the employee upon commencement of employment.
- (b) While this Agreement continues to apply to those employees who have signed the Authorization of Check-Off form, the Employer shall, as a condition of continued employment, deduct from wages of each such employee an amount equal to the monthly Union dues as specified on the said Authorization of Check-Off form. The Employer shall not be responsible for deducting any amount other than the monthly Union dues.
- (c) All deductions made by the Employer pursuant to this Article shall be remitted to the Union by not later than the fifteenth (15) day of the calendar month following the date of deduction and shall be accompanied by a list of employees from whom such deductions have been made. Deductions shall coincide with each bi-weekly or monthly pay period as the case may be. It is understood that this method applies while the required deductions remain as a

percentage of gross earnings. A change of instruction may require a different time plan.

- (d) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days notice in advance of the implementation date of any change in deductions pursuant to this Article.

3.04 Record of Union Deductions (T4 Slips)

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1 of the succeeding calendar year.

3.05 Union Membership

- (a) The Employer agrees that all employees covered under this Agreement, who are members of the Union as of the date of ratification, shall as a condition of employment maintain their membership in the Union.
- (b) The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, become and remain members of the Union.
- (c) Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Employer for dues of an employee unless there are sufficient unpaid wages of that employee in the Employer hands. The Union agrees to indemnify and save the Employer harmless from any claims which may arise in complying with the provisions of this Article.

3.06 Technical Information

The Employer agrees to consider any request to provide technical information to the Union for collective bargaining purposes.

ARTICLE 4 – UNION REPRESENTATION AND JOB STEWARDS

4.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and the employees.
- (b) The Union shall notify the Employer in writing of the names of the employees who will act as Job Stewards, and the Employer shall not be required to recognize any Job Steward until so notified. Each Job Steward shall represent Union members by reference to specific work areas and/or locations, except where the assigned Steward for the work area is unavailable. There shall be no more than one job steward at each location.

4.02 Time Off Work For Union Business

Although, wherever possible, Job Stewards shall carry out their duties outside of regular working hours, if it is necessary for any Job Steward to take time off during working hours to attempt to settle a grievance he/she shall make satisfactory arrangements with his/her immediate superior before leaving his/her place of work. A Job Steward will not suffer a loss of pay spent in the performance of these duties during regular working hours.

4.03 Leave of Absence for Union Business

- (a) Subject to operational requirements, the Employer will grant, upon written request from the Union, at least two (2) weeks in advance, leaves without pay to not more than two (2) employees at any one time to attend Union conventions, conferences and schools. Such request shall not be unreasonably denied. Additional leaves may be granted, subject to availability of sufficient staff.
- (b) An employee may request leave of absence for up to three (3) years without pay to act as an official or representative of the Union with the time involved considered as service with the Employer. Subject to operational requirements, such request shall not be unreasonably denied and may upon request be extended from year to year, also not being unreasonably denied. No more than one (1) employee shall be permitted to be absent on such leave at any one time.
- (c) An employee on leave pursuant to this Clause 4.03(b) may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case he or she shall be responsible for reimbursing the Employer on a monthly basis for the full cost of such continued coverage, unless either the Union or

the COPE makes such monthly payments on behalf of the employee. Payments to the Employer for benefit coverage must be made prior to the time the Employer submits payments to the benefit carrier.

- (d) On conclusion of a leave of absence under this Clause 4.03(b), that is for a duration of one (1) or more year(s) the employee may be returned to his or her former job and work location, provided such return does not interfere with the efficient operation of the Employer's business. Where the employee cannot be returned to his or her former job and work location, the Employer and the Union shall mutually agree to alternative arrangements and where possible, the employee will be offered alternative comparable work. If an employee is unable to return to their former job or workplace the employee will be offered alternative comparable available work.
- (e) For scheduling purposes when the specific period of time has been granted, the employee is expected to be absent for that period and would only be able to return at the discretion of the Employer.

4.04 Representation by Job Stewards

Where it does not result in necessary disciplinary action being delayed, an employee shall have the right to have a Job Steward present at any discussion relating to discipline. Where the foregoing pertains to a Job Steward, then she/he will have the right to a Local Officer of their choice in attendance.

4.05 No Other Agreement

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with any of the terms or conditions of this Agreement.

4.06 Union Information for New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The new employee shall be advised of the names and locations of his/her Job Stewards. The Employer agrees that all Job Stewards shall be given the name and contact information of all new employees within the first thirty (30) days of employment for the purpose of acquainting the employees with the benefits and duties of Union membership.

4.07 Union Communications

Bulletin Boards will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. For the purposes of this Collective Agreement, the term "bulletin board" shall include the Employer's web site.

4.08 Negotiations

Employees involved in negotiations with the Employer or who are required to attend at an arbitration hearing shall be granted time off without pay, however, this time shall be considered time worked for purposes of seniority only.

4.09 Union Access to Employees

The Employer agrees that access to its premises shall be allowed to any authorized representative of the Union during working hours for the purpose of adjusting disputes or other Union business, upon reasonable advance notice to the Manager representative in charge, provided that such visitation shall not interfere with conduct of the Employer's business. Permission for such access shall not be unreasonably denied.

ARTICLE 5 –RIGHTS OF THE EMPLOYER

5.01 Management Rights

- (a) The Union acknowledges that it is the sole and exclusive function and power of the Employer to supervise, manage and control the Employer's operations, except as expressly and specifically limited by this Agreement, and without limiting the generality of the foregoing, includes the right to hire any and all employees that may be needed from time to time, to promote, demote, transfer, direct, classify, suspend, discipline, lay-off, and discharge employees; provided that a claim by an employee who has completed probation that he/she has been discharged or disciplined without just and reasonable cause, may be dealt with under the grievance procedure provided for herein; 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 Employer's facilities, equipment, and operation. The Parties agree that the provisions of this article are subject to this agreement and subject to the right of the Union or an employee(s) to grieve as provided for in this agreement.
- (b) The Employer acknowledges that in the exercising of its rights, as set out above, all other provisions of this agreement must be complied with in the exercising of such rights.

5.02 Regulatory Bodies

It is understood and agreed that the Employer, the Union and all members of the Bargaining Unit described in Article 3 hereof, are subject to supervision by The Canadian Pari-Mutuel Agency and of the British Columbia Gaming and Enforcement Branch and of laws and regulations administered and enforced by such authorities. Subject to this Section, both parties subscribe to the intent of the Human Rights Code of British Columbia.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01

During the term of this Agreement, the Employer shall not cause or direct any lockout of employees and neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike, stoppage of work, slowdown or restriction of operations, and any employee authorizing, encouraging or participating in any such action shall be subject to discipline up to and including immediate discharge.

ARTICLE 7 – HOURS OF WORK

7.01 Work Week

For the purpose of this Article a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A work day is defined as the twenty-four (24) hour period commencing at the start of an employee's first scheduled shift on a calendar day.

7.02 Normal Straight Time Hours of Work

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day;
 - (ii) not more than forty (40) hours in a week.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at the overtime rate.
- (c) employees are entitled to a half (½) hour unpaid meal break on an eight (8) hour shift.
- (d) employees shall receive a fifteen (15) minute paid coffee break during each full four (4) hours worked.

7.03 Shift Hours

All shifts assigned by the Employer must conform with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of Article 7.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

7.04 Maximizing the Length of Shifts

- (a) While the Employer is entitled to schedule shifts of various lengths and according to operational requirements, and where business volumes may dictate the Employer may schedule shifts of less than forty (40) hours in a week; wherever practical the Employer will assign a forty (40) hour work week.
- (b) Where operating conditions dictate, employees may be sent home in reverse order of their seniority within their classification, or permitted to leave on their own request, and be paid for the time actually worked.
- (c) employees may be required to work beyond their scheduled shift, the Employer will make every effort to give as much advance notice as possible of shift extensions. Overtime rates will be paid for any hours worked over eight hours on a shift extension.

7.05 Assignments of Shifts by Seniority

- (a) The Employer must offer and assign the longest shifts to employees with the most seniority in a classification. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall again be offered on a seniority basis.
- (b) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.

7.06 Days Off

Wherever possible employees with the most seniority will receive two consecutive days off a week.

7.07 Work Schedules

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - (i) employee's name
 - (ii) days off
 - (iii) starting and finishing times.
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes. All changes to the work schedule shall be dated.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

7.08 Changes in Work Schedules

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than twenty-four (24) hours.
- (c) employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover their absence.
- (d) employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) Any employee who is scheduled for work and on reporting finds no work available due to reasons beyond his/her control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives at least four (4) hours notice cancelling said call.
- (f) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his

work is suspended because of unsuitable weather or other reason completely beyond the control of the Employer, when two (2) hours must be paid.

7.09 Overtime

- (a) Overtime rates will only be paid in those cases where an employee is required by the Employer to work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Overtime hours worked in a work day shall not be counted in determining weekly overtime.
- (b) 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 ½) times his basic straight-time hourly rate for the first three (3) hours of eligible overtime worked in work day and two (2) times his 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 ½) times his basic straight-time hourly rate for the first eight (8) hours of eligible overtime worked in work week and two (2) times his basic straight-time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) in a work week.

7.10 Banking Overtime

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings. Such time off must be taken within 6 months of being earned or it will be paid out.

7.11 Scheduling of Work

When employees are scheduled to perform work, preference in such scheduling shall be given to those employees defined as regular employees pursuant to Article 14 of this Agreement. Scheduling of such regular employees shall be subject to operational requirements as determined by the Employer. Scheduling among employees within a classification shall be on the basis of seniority, provided the employee is fully qualified and capable of performing all required work.

Where no regular employee is available when required, such work shall be assigned to the senior available casual employee who, in the Employer's opinion, is fully qualified and capable of performing all required work.

All scheduling of employees shall be done in such a manner as to minimize the requirement for overtime work.

ARTICLE 8 – STATUTORY HOLIDAYS

8.01 Statutory Holidays

An employee shall receive pay as determined pursuant to sub-sections 8.02 and 8.03 for the following Statutory Holidays (or any day proclaimed in lieu thereof):

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

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

8.02 Eligibility

To be eligible for statutory holiday pay an employee must have been employed by the Employer for at least thirty (30) days prior to the date of the statutory holiday.

8.03 Statutory Holiday Pay

A regular employee who qualifies for statutory holiday pay in accordance with Sub-section 8.02 above will receive such statutory holiday pay in an amount equal to his regularly scheduled daily straight-time wages provided the employee has worked on fifteen (15) of the thirty (30) days immediately preceding the holiday. Casual employees and regular 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 total wages, excluding overtime wages, for the 30 day period by 15.

8.04 Pay for Working the Statutory Holiday

Where an employee is scheduled to work on a statutory holiday, pay for work actually performed by such regularly scheduled employees on any of the statutory holidays referred to in sub-section 8.01 of this Agreement will be at one and one-half (1 ½) times the employee's straight-time basic hourly rate of pay for the first eleven (11) hours actually worked, and two (2) times the employee's straight-time basic hourly rate of pay for any time actually worked in excess of eleven (11) hours. In addition, such employee shall receive a day off with pay, as calculated in sub-section 8.03 to be taken at a time mutually agreed between the employee and the Employer prior to the employee's next scheduled annual vacation.

8.05 Day Off With Pay

Should a statutory holiday fall on a day that an employee is not scheduled to work, that employee shall receive a day off with pay, as calculated in sub-section 8.03, to be taken at a time mutually agreed to between the employee and the Employer prior to the employee's next scheduled annual vacation.

8.06 Statutory Holidays and Vacation

In the event any of the holidays enumerated in 8.01 above, occur during the period of an employee's vacation, an additional day's vacation with pay as calculated in 8.03 above shall be allowed for each holiday so occurring.

8.07 Additional Day Off

In reference to clauses 8.04 and 8.05 above, employees will take the additional day off within sixty (60) days of such statutory holiday. The pay for such statutory holiday will be paid to the employee in the pay period that the additional day off is taken.

8.08 Normal Schedule

In a week where a statutory holiday occurs, the normal method of scheduling will prevail subject to operational requirements and further provided that no additional overtime is required.

ARTICLE 9 – ANNUAL VACATIONS

9.01

- (a) After twelve (12) consecutive months of continuous employment, an employee shall earn annual vacation of two (2) weeks and shall receive pay for such vacation in an amount equal to four percent (4%) of total wages earned in the year in which vacation entitlement is earned.
- (b) After four (4) consecutive years of continuous employment, an employee shall earn annual vacation of three (3) weeks and shall receive pay for such vacation in an amount equal to six percent (6%) of total wages earned in the year in which vacation entitlement is earned.
- (c) After six (6) consecutive years of continuous employment, an employee will receive one (1) additional day of vacation. After seven (7) consecutive years of continuous employment, an employee will receive two (2) additional days of vacation.

9.02

Regular employees become entitled to an annual vacation at the conclusion of each full year of employment. Regular employees must take all of their vacation entitlement within the twelve (12) month period immediately following the date on which the employee becomes entitled to such vacation.

9.03

Vacation pay will be paid to regular employees immediately prior to the commencement of that employee's vacation. There shall be no vacation pay advances. Casual employees shall receive accrued vacation pay at the end of each calendar year.

9.04 Vacation Scheduling

(a) Unbroken Period

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of a maximum of two (2) weeks at any one time. (Subject to Employer agreeing to more.)

(b) Seniority Selection

The Employer will determine how many employees in each location and in each classification may take vacation at any particular time. employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen. Vacations for a calendar year must be scheduled by March 31 of that year.

9.05

Accrued vacation pay owing shall be paid out upon termination at the applicable rates of 4% or 6%.

ARTICLE 10 – LEAVE OF ABSENCE

10.01 Request for Leave of Absence

Any employee covered by this collective agreement may request a leave of absence without pay, for any reason. Requests for any leave of absence shall be made in writing, and, if granted, shall be confirmed in writing by the Employer and will be copied to the Union. Such requests will be conditional on a sufficient number of employees to adequately staff the department in the opinion of the Employer. Such leaves of absence will be granted on a first come, first served basis, except where a request by more than one employee is requested on the same day, then requests will be granted in order of Service Date Seniority.

10.02 Return from Leave of Absence

For scheduling purposes when the specific period of time has been granted, the employee is expected to be absent for that period and would only be able to return earlier at the discretion of the Employer.

10.03 Bereavement Leave

The Employer will grant an employee three (3) days leave without loss of pay in the event of a death in the immediate family. Immediate family shall include: Mother, Father, Son, Daughter, Sister, Brother, Spouse (including same sex spouse), Father-in-law, Mother-in-law, Grandparents, Grandchildren or a relative who permanently resided in the employee's household prior to demise or with whom the employee permanently resided. Spouse shall include a person designated as a common-law or same sex spouse who has resided with the employee for at least twelve (12) months and publicly represented as his or her spouse during those twelve (12) months. An employee may request an extension of the bereavement leave. Such extension shall be without pay.

If the employee is on vacation at the time of bereavement, as defined above, the employee shall be granted bereavement leave and shall have the number of day's bereavement leave added to his/her vacation entitlement.

10.04 Funeral Leave

Upon application to the Employer, an amount of time up to a maximum one (1) day leave of absence without pay to attend a funeral as pallbearer or mourner will be granted.

10.05 Court Leave

Leave of Absence without pay will be granted to any employee who is required:

- (a) To serve on a jury duty; or

- (b) By subpoena or summons to attend as a witness in any proceeding held in or under a grand jury, before a court, judge, justice magistrate or coroner.

10.06 Maternity Leave

On written request, an employee who is pregnant shall be granted a leave of absence without pay for maternity reasons for a period not to exceed fifty-two (52) weeks commencing not later than the birth of the child. An employee shall be granted extension(s) to the fifty-two (52) weeks of basic maternity leave provided each such request is for medical reasons and is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the employee's choice. The pregnant employee shall advise the Employer a minimum of three (3) weeks in advance of the date on which the maternity leave of absence is scheduled to commence, and the intended duration of the leave. The employee shall advise the Employer at least three (3) weeks in advance of the scheduled end of her maternity leave and whether she intends to return to work.

10.07 Adoption Leave

On written request, an employee who has completed a minimum of one (1) year of continuous service with the Employer shall be granted a leave of absence without pay for adoption reasons for the period not to exceed thirty-seven (37) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption. The Employer may request proof of the adoption prior to the commencement of such leave. An employee shall request adoption leave at least three (3) weeks in advance of the date of commencement of the leave.

10.08 Parental Leave

On written request, an employee whose spouse has recently given birth, shall be granted up to thirty-seven (37) weeks of parental leave without pay. The leave may be commenced at any time within one(1) year following the birth of the child. The Employer may require submission of a birth certificate for the child(ren) of an employee who is applying for parental leave prior to the commencement of such leave. An employee shall request parental leave at least three (3) weeks in advance of the date of commencement of the leave.

10.09 Medical Leave

The Employer will grant a leave of absence without pay for any employee due to illness, injury, disability, quarantine or any other medical reason which prevents him/her from attending work.

10.10 Marriage Leave

On written request, at least four (4) weeks in advance, an employee who has accumulated a minimum of one (1) year of seniority shall be granted marriage leave of absence without pay which shall not exceed two (2) weeks.

ARTICLE 11 – MEDICAL CERTIFICATES AND EXAMINATIONS

11.01 Medical Certificates

An employee may be required by the Employer to produce a certificate from a medical practitioner of the employee's choice for any one (1) absence due to illness or injury which is in excess of three (3) consecutive working days, or any case where a pattern of absence is occurring, certifying that the employee was absent due to illness or injury. The Employer shall give reasonable notice to any employee thus required to produce a medical certificate.

11.02 Confidentiality of Medical Information

The Employer and any Union Representative who have access to medical information pertaining to any employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

ARTICLE 12 – WAGE RATES AND CLASSIFICATIONS

12.01 Wage Rates

During the term of this Agreement, the Employer and the Union agree that the classifications and wage rates will be as set forth in Appendix "A" hereto, which is hereby made a part of this Agreement.

Hourly wage rates and the calculation thereof shall be set out in Appendix "A" and "B" which will form part of this Agreement.

12.02 New Position or Classification

If a new position is created within the Bargaining Unit, or if an existing position is reclassified or altered during the term of this Agreement, the Employer will meet with the Union to consult on the proposed job description and qualifications. The wage rate and classifications shall be subject to negotiations between the Employer and the Union. Such meeting shall be initiated at least seven (7) days prior to the new position being posted, or the changes to an existing position being implemented. Changed position(s) will only be posted if they are vacant. If the Union does not agree on the wage rate established by the Employer for such position, the Union may refer the matter of wage rate to Arbitration.

12.03 Minimum Wage Rates

It is agreed that the rate contained in Appendix "A" are minimum's and nothing shall preclude the Employer, at it's sole discretion from paying an employee rates that are higher than those listed.

12.04 Substitution Pay

An employee assigned temporarily to replace another employee in a higher classification shall be paid at the rate of pay for the job the employee is temporarily replacing for the time so worked.

ARTICLE 13 – BENEFIT PLANS

13.01 Extended Health Plan

- (a) The Employer agrees to pay the premiums to provide an extended Health Care plan to Regular employees who have completed a minimum of three (3) months service as a Regular employee and who are under age seventy (70).
- (b) The Employers responsibility is limited to the payment of premiums as set out above, and the eligibility of benefits will be subject to the policies of the Insurance Carrier selected by the Employer. Subject to such policies, benefit coverage will be extended to eligible spouses and dependants. Benefit levels may change from time to time and the Employer will endeavour to maintain a comparable level of benefits.
- (c) Coverage for employees will cease immediately on termination, or in the case of a Regular employee being moved to casual status pursuant to Article 16, will terminate at the end of the month in which the status was changed. Where such an employee returns to regular status, benefit coverage will recommence on the first day of the month following the change in status.
- (d) An employee on an approved leave of absence or who is absent due to illness or injury for a period in excess of thirty (30) days shall be permitted to maintain benefit coverage during such absence for a maximum of twelve (12) months, provided the employee pays the entire cost of the premium to the Employer prior to the date such premium is due to the Insurance Carrier. Employer paid benefits shall resume on the first day of the month after the employees return to active duty.
- (e) For the convenience of the employees the Extended Health Benefit plan is summarized as follows:

The Insurer will deduct twenty-five dollars (\$25) per calendar year from eligible expenses and will reimburse 80% of eligible expenses. The maximum lifetime benefit per family is \$1,000,000. Eligible expenses will include prescription drugs including oral contraceptives, semi-private/private room coverage, hearing aids to a maximum of \$500 per person in a five-year period and eligible paramedical expenses to a maximum of \$500 per person per year.

A benefit of \$300.00 every 24 consecutive months for vision care will be provided.

(f) Medical Services Plan

The Employer agrees to pay 100% of the premiums for the Medical Services Plan for eligible employees. Eligible employees are regular employees who have completed a minimum of three (3) months of service as a regular employee. Coverage by the basic provincial Medical Services Plan for eligible employees is at the employee's option.

ARTICLE 14 – DEFINITION OF EMPLOYEE CATEGORY

14.01 Regular Employees

A full time regular employee is a person who is employed as a regular employee on a full time basis and has completed his probation period. Full time regular employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to part time regular employees as the case may be.

14.02 Part Time Employees

A part-time regular employee is an employee hired to work regular hours or days but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period. A part-time regular employee shall not be regularly scheduled to work more than thirty (30) hours per week unless otherwise agreed to by the Union. Part-time regular employees shall be covered by all conditions of this Agreement.

14.03 Casual Employees

Casual employees shall be defined as an employee hired to work on an as and when needed basis.

ARTICLE 15 – PROBATIONARY EMPLOYEES

15.01 Probationary Periods

An employee will be considered as on probation during the first four hundred and eighty (480) hours actually worked. During the probationary period the Employer may terminate a probationary employee if, in the sole judgment of the Employer, the probationary employee is not suitable for continued employment. The four hundred and eighty (480) hour period referred to above may be extended with mutual agreement of the parties to this Agreement.

15.02 Accrual of Seniority

Probationary employees shall not accrue any seniority until such time as they successfully complete their probationary period as per Article 15.01, in which case they shall be credited for all days worked back to the first day of the probationary period.

15.03 Assessment

Once an employee has actually worked two hundred and forty (240) hours of the probationary period, an assessment will be made in writing of the progress of the individual by the appropriate supervisor, and if found favorable the Employer can reduce the probationary period as defined in Article 15.01. In the event that the assessment is found unfavorable, the employee shall be so notified with a view to providing assistance and guidance. The Union will be copied on the assessment.

ARTICLE 16 – SENIORITY

16.01 Seniority

Seniority for regular employees shall be defined as the length of continuous service with the Employer since their last date of hire.

16.02 Seniority List

The Seniority List shall contain a listing of all employees defined in Article 14, Definition of Employee Category, including probationary employees. The list will begin with the most senior employee and end with the most junior employee.

16.03 Posting of List

The seniority list shall be updated every six (6) months and posted, with a copy forwarded to the Union.

16.04 Seniority and Leave of Absence

An employee on approved leave of absence with, or without pay will accrue seniority.

16.05 Seniority Tie

In the event that two (2) or more employees have the same start date, determination of relative seniority, a method of chance will be used to break the tie.

ARTICLE 17 – LOSS OF SENIORITY

17.01

An employee will lose seniority rights and employment and his/her name shall be removed from the Seniority List for any of the following reasons:

- (a) If the employee voluntarily quits employment;
- (b) If the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure herein;
- (c) If the employee overstays, without acceptable reason, a leave of absence granted by the Employer;
- (d) Is absent for more than twelve (12) months as the result of a non-occupational illness or injury, unless the non-occupational illness or injury results in a long term recovery process. If the non-occupational illness or injury requires a recovery period beyond twelve (12) months, the employee must provide a letter from his/her doctor stating a definite date on which the employee will be able to return to work and assume normal duties. In such cases, the parties will discuss the extension of the twelve (12) month period.
- (e) In the case of a casual employee, such employee is not called in to work for a period of six (6) consecutive months or who is unavailable to report for work when called in on three (3) separate occasions in any six (6) month period, without a reasonable excuse. For the purpose of this clause a reasonable excuse shall be limited to:
 - (i) leave pursuant to Article 10;
 - (ii) absence due to a WCB claim;
 - (iii) illness; proof of illness may be required if the absence is greater than three (3) days or where it appears a pattern of consistent or frequent absence is developing;

- (iv) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days at any one time;
- (v) medical or dental appointments. Proof may be necessary.
- (vi) a call-in with less than 10 hours notice.
- (f) If the employee retires from employment.
- (g) Failure to respond to a Recall Notice as per Article 25.12.

17.02

If an employee is absent from work without prior written approval of the Employer, the seniority rights of such employee will be suspended and the Employer will advise the Union and employee in writing immediately. The employee will lose his seniority rights five (5) working days thereafter, unless the Employer receives in writing from the employee, giving evidence satisfactory to the Employer that the absence of the employee from work was caused by sickness, accident or other approved circumstances, in which event the employee shall be granted leave of absence and his seniority rights reinstated.

ARTICLE 18 – HIRING AND PROMOTION

18.01 Job Postings

- (a) Job Posting

Except as expressly provided otherwise by this agreement, all vacancies shall be posted by the Employer on a bargaining wide basis for seven (7) consecutive calendar days to give eligible employees an opportunity to apply for the job(s).

- (b) Job Posting to Contain Pertinent Details

A job posting shall state job title, salary range, duties, qualification, the posting and closing dates of the job posting and the date by which the vacancy is to be filled. For Full Time Temporary vacancies, if the projected or actual end date for the job is known by the Employer, this information shall be included in the job posting.

- (c) Closing Date For A Job Posting

The closing date of a job posting shall be at least seven (7) consecutive calendar days from the date the Employer posted the vacancy.

(d) Union To Receive Job Postings

A copy of all job postings shall be sent to the Union at the time of posting.

18.02 Eligibility For Posted Job Vacancies

(a) All Employees Are Eligible After Probation Period

All employees who have completed their probation period per Article 15 shall be eligible to apply and be considered for any posted job vacancy. It shall be the intent of the Employer to fill job vacancies from within the bargaining unit provided that employees who apply for positions are qualified to perform the work of the vacant job.

(b) Eligibility of Laid Off Employees

All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall.

18.03 Filling Posted Job Vacancies

(a) Applicants To Be Acknowledged

All applications for posted jobs shall be in writing and the Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status, seniority date and job title of that person and, in the case of a person hired from outside of the bargaining unit, of the external hire status of such person.

(b) Withdrawal of Applications

An employee may, by written notice, withdraw any application for any posted job vacancy at any time prior to the date listed on the job posting for filling of the vacancy, without incurring any penalty or prejudice.

(c) Rights of Successful Applicants

(i) Impact of Job Selection Grievance

An employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of the grievance. If, as a result of the grievance, such employee is removed from the position at issue,

this person shall be returned to his or her former job and work location and shall be kept whole in all respects under this Agreement as if he had not been awarded the job posting in question, unless the Employer and the Union mutually agree in writing to alternative arrangements. If a person hired from outside the bargaining unit into a position at issue is removed from that position as a result of a grievance, such person either:

1. may apply for any existing job vacancies, or
2. may be given employment by the Employer outside the bargaining unit, or
3. shall be terminated.

(d) Selection of Successful Candidates

The Employer in considering applications to a posted position shall give consideration to skill, knowledge, attitude and ability of the applicants to the position applied for and if such applicants are relatively equal, the senior qualified applicant shall receive the position.

(e) Trial Period

The employee selected, following posting, is considered to be on a trial period for thirty (30) days actually worked. If unable to fulfill the duties, the employee shall revert to the former position held, or may, during the trial period elect to return to his/her former position.

(f) Casual Employees

A normal move from "Casual" to "Regular" on a Seniority List shall not require processing through the posting procedure. Employees shall be moved to regular status by the Employer who shall give consideration to the skill, knowledge, attitude and ability of the applicable casual employees and if considered relatively equal, the senior qualified casual employee shall be moved to regular status. The Union will be notified, as soon as possible, of the names of the employees who have moved from casual to regular status.

Where an employee wishes to transfer to casual status, he/she may register this request by filing an un-dated application with the Employer.

18.04 Temporary Assignments

- (a) It is agreed that the Employer may fill a vacancy on a temporary basis (not to exceed six (6) months) and may pre-canvass on the basis of the seniority list those employees eligible as to their desire of fulfilling these temporary

functions. To assist in the implementation of this article, those employees interested in temporary postings may pre-register with the Employer their willingness to undertake such postings. An employee assigned temporarily to replace another employee in a higher classification shall be paid at the rate of pay for the job the employee is temporarily replacing from the time so worked. An employee temporarily assigned to replace an employee in a lower paying classification shall continue to be paid at their normal rate of pay.

- (b) Those employees who temporarily act in a Senior position from time to time will be credited with skill, knowledge, attitude and ability while serving in those positions. The Employer will notify an employee in writing, copied to the Union, as to when the employee has successfully reached a qualified level for such Senior position(s). The purpose of these credits is to establish the qualifications of employees when bidding on job postings. For the purpose of this clause, Senior positions are those of Senior Teller and/or Supervisor.

ARTICLE 19 – GENERAL

19.01 Change of Address

It is the responsibility of all employees to keep the Employer informed of their current address and telephone number.

19.02 Correspondence

All correspondence other than routine, resulting from this Collective Agreement shall be sent to the President of the Union or designate. Such correspondence to the Employer shall be sent to the General Manager.

19.03 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

19.04 Education and Training

The Employer agrees to pay for any course fees, tuition, membership fees and books when employees are required by the Employer to take courses. The Employer will consider reimbursement for any other work-related courses provided application is made prior to commencement of course.

19.05 Expenses and Travel

Employees who are required to travel to another outlet, where such travel results in the employee having to stay away from home overnight, such employee will receive reimbursement for all pre-approved travel expenses (with receipt) and will be entitled to claim for meals as follows:

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$15.00

In the event that an employee is specifically required by the Employer to use their own vehicle to travel distances greater than 5 Kilometers in the course of their employment they will be reimbursed for 35 cents per kilometer.

19.06 Personal Duties

The Employer agrees not to require an employee to do duties of a personal nature. Such duties shall include but not be limited to serving coffee and non-work related functions.

19.07 Personnel Files

A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall include all disciplinary letters, performance and/or probationary assessments and letters of commendation concerning the employee's employment and work performance.

19.08 Access to Personnel File

- (a) Upon written request, and with reasonable notice to the Employer, an employee shall have the right to read and review his/her personnel file. After reviewing his/her personnel file, an employee may request in writing and shall receive, a copy of any specific document, record or report contained in the employee's personnel file.
- (b) With written authorization from an employee and with reasonable notice by written request to the Employer, a Union Representative shall have the right to review that employee's personnel file. On specific request, the Union representative shall be provided with copies of any document, record or report contained in the employee's personnel file.

19.09 Purging Personnel Files

Adverse disciplinary and/or performance notations in an employee's personnel file shall be expunged after twenty four (24) months. It is understood that repeated offences will continue to remain on record until a clear two (2) year period has been established.

19.10 Successorship

The Employer agrees to notify any prospective purchaser of the Employer's business of the fact of the Union's certification and the existence of this Collective Agreement.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 Definition and Recognition of a Grievance

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

- (a) Any difference between the parties respecting the interpretation, application, operation or alleged violation of the provisions of this agreement, including a question as to whether or not a matter is subject to Arbitration;
- (b) The dismissal, discipline or suspension of an employee;
- (c) A policy grievance filed by the Union or the Employer where the interpretation or application of the Collective Agreement applies to two (2) or more employees in the same manner.

20.02 Just and Reasonable Cause

No employee who has completed probation shall be disciplined except for just and reasonable cause.

20.03 Regulatory Bodies - Discharge

It is understood that without limiting the Employer's rights to discharge employees that the fact that the Employer is called upon to discharge an employee by reason of or arising from the supervision of The Canadian Pari-Mutuel Agency and/or the British Columbia Gaming and Enforcement Branch, shall be deemed to be just and reasonable cause for dismissal of the employee, provided that nothing herein shall prevent the employee going through the grievance procedure.

20.04 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Supervisor to whom he reports. At the employees' option, a Job Steward may accompany the employee.

20.05 Step 1

Either party may submit a grievance at this step provided it is submitted within fourteen (14) calendar days of the events giving rise to the grievance, except as otherwise provided in this Article. Employee/Union grievances shall be submitted in writing to the General Manager or his authorized designate. Management grievances shall be submitted in writing directly to the President of the Local Union. Within fourteen (14) days of the receipt of the grievance the General Manager, or his authorized representative, accompanied if so desired by other representatives of the Employer, will meet with Union Representative(s) with a view to achieving a settlement. The employee filing the grievance may be in attendance upon mutual agreement of the parties. The party receiving the grievance shall reply to the grievance within fourteen (14) calendar days of the meeting referred to above.

20.06 Referral to Arbitration

In the event that no satisfactory settlement is reached between the Union and the Employer at Step 1, the grievance may be submitted for arbitration by either party to this Agreement, as hereinafter set forth within thirty (30) calendar days of the reply in Step 1.

20.07 Time Limits

The time limits as prescribed above are of the essence and failure to advance the grievance within the time limits set out in this Article and in Article 21 will result in the grievance being deemed to have been abandoned. Such time limits may be modified by written mutual agreement of the parties.

20.08 Termination for Other than Cash Shortages

- (a) Where it has been determined by the Employer that the employment of an employee is to be terminated for reasons other than for cash shortages, the employee shall be suspended without pay for ten (10) days prior to the effective date of the termination.
- (b) The Employer will notify the employee in writing of the ten (10) day suspension and termination. The letter will contain the reasons for the disciplinary action and a copy will be sent to the Union.
- (c) During the ten (10) day suspension the Union may meet with the Employer to present the employee's case. This meeting will be considered as Step 1 of the grievance procedure.
- (d) As a result of the meeting with the Union, the Employer may, at its sole discretion, substitute the termination with a lesser penalty. If as a result of the meeting with the Union, the Employer determines that the employee has been unjustly suspended, the employee shall be reinstated with full pay for the time lost.

20.09 Resolution

Resolution of the matter at any stage, prior to arbitration by the parties, is considered as binding on both parties.

ARTICLE 21 – SINGLE ARBITRATOR

21.01

If a grievance is not settled pursuant to Article 20, it may be referred to a single Arbitrator in accordance with the following procedures:

- (a) The party desiring arbitration under this Article will notify the other party in writing, in accordance with Article 20.
- (b) The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice, the parties shall choose one (1) of the arbitrators from the list defined in (c) below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within the time limits specified below.
- (c) For the duration of this Agreement the list of Arbitrators shall be:

Dave McPhillips

Rod Germaine

Heather Laing

Judy Korbin

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the collective agreement, or, by mutual agreement at any time during the collective agreement.

21.02

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make the award within sixty (60) days of the appointment, unless the time is extended by agreement of the Parties. The Arbitrator shall deliver the decision, in writing, to each of the parties. It shall be final and binding on the Parties and shall be carried out forthwith.

21.03

Each party shall pay their own costs and expenses of the Arbitration, and one-half of the remuneration and/or expenses of the Arbitrator.

21.04

The issue(s) raised in the written grievance and the written replies thereto shall be presented to the Arbitrator and his award shall be confined to such issue(s).

21.05

In no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

21.06

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

ARTICLE 22 – ALTERNATIVE DISPUTE RESOLUTION

As an alternative to the use of a single arbitrator pursuant to Article 21, the Parties may, by written mutual agreement, utilize either of the following procedures to resolve grievances:

22.01 Arbitration Panel

- (a) An arbitration panel shall consist of one representative of each of the parties, who shall jointly select a neutral Chair. If they are unable to agree on the appointment of the Chair within ten (10) days of the agreement to appoint a panel, the matter may be referred to the Director of the Collective Agreement Arbitration Bureau to make an appointment, using the list defined in Article 21.01(c) and such appointment shall be deemed to be by agreement of the parties.
- (b) The obligations and authority of such arbitration panel shall be the same as those of a single arbitrator pursuant to Article 21, except that if the decision of the panel is not unanimous, then the decision of the majority of the panel shall be final and binding on the parties and shall be carried out forthwith.

- (c) Each party shall pay its own costs and expenses of the Arbitration, including those of its appointee, and one-half the remuneration and/or expenses of the Chair.

22.02 Expedited Mediation

- (a) The parties agree that the following provisions shall only operate by mutual agreement of the parties for each and any grievance.
- (b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Rod Germaine shall at the request of the parties:
 - (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written non-binding recommendations to resolve the difference.

within fifteen (15) days of the date of receipt of the request; and, for those fifteen (15) days from that date, time does not run in respect to the grievance procedure.

ARTICLE 23 – JOINT CONSULTATION COMMITTEE

23.01

The Employer and the COPE Local shall establish a Joint Consultation Committee. On the request of either party, the Parties shall meet not more frequently than once every three (3) months unless mutually agreed otherwise until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement. Minutes of all meetings will be kept on file, and copies sent to Committee Members and the Union.

23.02

This Committee shall consist of two (2) representatives of the Employer and two (2) members of the bargaining unit. The Union Representative will attend whenever practical.

23.03

It is further mutually agreed and understood that this committee does not form part of the grievance or arbitration procedures set forth in this Agreement and no matter which is the

subject of a grievance or arbitration shall in any event be the subject of discussion of this Committee, unless mutually agreed otherwise.

23.04

The committee will establish dates, times and locations for meetings. The Employer will pay employees their regular hourly rate while in attendance at a meeting. employees attending a meeting with a duration of less than four (4) hours will receive their regular hourly rate for four (4) hours.

The Employer agrees to reimburse employees for mileage for up to a maximum of 200 kilometers.

ARTICLE 24 – OCCUPATIONAL HEALTH AND SAFETY

24.01 Statutory Health and Safety Compliance

The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to industrial health and safety.

24.02 Unsafe Work Conditions

No employee shall be disciplined for refusing work in which she/he has reasonable cause to believe is unsafe beyond the inherent hazards of the job and where she/he acts in compliance with Section 3.24 of the WCB Regulations.

24.03 Investigation of Accidents

- (a) Whenever a serious accident or near miss event occurs, a member of the Union and the manager shall conduct an investigation in compliance with the regulations and report their findings to the Company and the Union.
- (b) The Employer must ensure that regular inspections are carried out as required by all applicable statutes and regulations.
- (c) Employees who experience a work related injury or illness are required to report the incident to W.C.B. in accordance with W.C.B. regulations.

24.04 Equipment

The Employer shall ensure that all equipment it supplies meets all relevant W.C.B. and Federal Government Safety Regulations.

24.05 Safety Training and Education

The Employer will provide health and safety training and education, including regular upgrade training, sufficient to enable each employee to work within minimum risk at all jobs they may be assigned.

24.06 Transportation for Employees Requiring Medical Care

If an employee, while at work, due to illness or injury, becomes incapable of transporting himself or herself to the local hospital or local doctor's office, the Employer will arrange for transportation for the employee at no cost to the employee.

24.07 Occupational Health and Safety Representatives

The Occupational Health and Safety Committee shall conduct regular scheduled meetings for the sole purpose of discussing accident prevention, developing suitable corrective measures and promoting compliance with all applicable statutes and regulations, pertaining to occupational health and safety.

24.08 Time Off Work

Time spent attending to Health and Safety issues, shall be governed by the W.C.B. regulations. This time spent shall include but not be limited to training, attending meetings, investigations and other required functions.

24.09 Hostile or Disruptive Customers

The Employer agrees to work with the hotel operators in which Employer facilities are located to address the issue of hostile or disruptive customers.

The Occupational Health and Safety Committees must ensure that risk assessments are performed at all locations in which a risk of injury to workers from violence arising out of their employment may be present. If a risk of injury from violence is identified the Employer must:

- (a) establish procedures, policies and work environment arrangements to eliminate the risk to workers from violence.
- (b) if elimination of the risk to workers is not possible, then establish procedures, policies and work environment arrangements to minimize the risk to workers and
- (c) establish procedures for reporting, investigating and documenting incidents of violence as required.

ARTICLE 25 – DISPLACEMENT, LAYOFF AND RECALL

25.01 Reduction of Regular Employees

Where the Employer reduces the number of regular employees at a specific location other than as a result of a shutdown of that location, the reduction shall be made in reverse order of seniority within a classification, starting with the lowest classification. Employees so displaced will be given the option of being laid off or being designated as casual employees. Recalls to regular status shall occur with the employee having the most seniority in the classification, at the location, being recalled first.

25.02 Recall List

Any employee who is laid off under the terms of this Agreement shall be placed on a recall list for one (1) year following the date of layoff.

25.03 Location Shutdown

Where a location is completely shutdown, all regular employees at that location shall be laid off. Should the location reopen within one (1) year of the date of the shutdown, such laid off employees who remain on the recall list shall be offered recall to regular status in their respective classification, in order of classification seniority at the location.

25.04 Opening of New Location

Should another location open within a region where a location or locations have been shutdown and there are employees who remain on recall lists, such laid off employees shall be offered recall to regular status in their respective classifications, in order of classification seniority within the region.

25.05 Bumping Rights and Procedure

Where a regular employee is laid off or bumped from his/her position pursuant to 25.01 and 25.03 above such employee may elect any of the following options:

- (a) Take layoff and remain on the recall list
- (b) Bump a junior employee working at the same location or a junior employee in the same classification at another location within their region.

25.06 Relinquishing Recall Rights

An employee who bumps a junior employee in another location within his region will relinquish his recall rights to his former location and will be removed from the location recall list.

25.07 Vacant Positions While on Layoff

Laid off employees may apply for any job posting that arises while they are on layoff, but will be responsible for their own relocation expenses should they be the successful applicant and relocation is required.

25.08 Regions

- (a) For the purpose of Layoff, Recall and Bumping processes, all locations have been established in the following regions:

Interior Region

Kamloops – Salmon Arm – Vernon – Penticton – Trail - Prince Rupert – Prince George

Coastal Region

Victoria 1 – Victoria 2 – Nanaimo – Courtenay – Campbell River – Sechelt – Squamish – Chilliwack

- (b) An employee who relocates as a result of this clause shall be responsible for his/her own relocation expenses.

25.09 Notice of Displacement of Layoff

The Employer shall provide the Union with a minimum of fourteen (14) days written notice of displacement or layoff of any employee due to lack of work. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off. The notice provided to the Union under this clause may be concurrent with the notice provided to the employee(s) under Article 25.14.

25.10 Notice to Bump

employees will be required to exercise their bumping rights pursuant to this Article within seven (7) days of being notified of displacement or layoff. Failure to notify the Employer in writing of an employee's intention to bump, within the time limits, will result in that employee relinquishing their bumping rights and such employee shall be laid off at the location. Respecting employees returning from an approved leave of absence as per Article 10, the seven (7) days to exercise bumping rights will commence upon the employee's return from the leave noted above.

25.11 Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the employee's last known mailing address. A laid off employee is responsible for providing the

Employer with his/her current mailing address. A copy of each recall notice shall be sent to the Union.

25.12 Failure to Respond to Recall Notice

If an employee who has been laid off is issued with a recall notice pursuant to clause 25.11 and fails to respond within fourteen (14) calendar days of receipt of such notice, this employee's name shall be removed from the recall list, unless the time period is extended by mutual agreement between the Employer and the Union or the employee concerned provides a reasonable explanation for his/her failure to respond in a timely fashion.

25.13 Determining Regions

In the event of a new location being opened, the Employer and the union will meet to determine as to which Region that location will be assigned.

25.14 Notice of Displacement or Layoff to Affected Employees

In the event that any employees are subject to displacement or layoff, the Employer shall provide these employees with prior written notice or pay in lieu of such notice in accordance with the following:

Six (6) months to three (3) years of continuous service – two (2) weeks

Three (3) years of continuous service – three (3) weeks

and for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of ten (10) weeks.

ARTICLE 26 – SHORTAGES

26.01 Recognition

It is recognized by both the Employer and the Union that the issue of shortages involved in the course of an employees duties are a concern that needs to be reviewed on a regular basis by both parties. In an attempt to control and reduce this on-going problem the parties agree to the following.

26.02 Processes

The issue of shortages will be placed on the agenda at the Joint Consultation meetings with the intent of monitoring shortages at all locations. A review of these shortages may result in a requirement to change or revise the established processes currently in use. Such changes will be implemented as soon as possible and any training or re-training required will be provided to the employees.

26.03 Individual Shortages

- (a) In the event that an employee's shortages reach an unacceptable level, in the opinion of the Employer, the General Manager and the Union Representative will meet with the employee in an attempt to research all avenues to aid and assist the employee in correcting these problems.
- (b) Shortages arising from extraordinary circumstances that are determined to be completely beyond an employee's control shall not result in disciplinary action against that employee nor deduction from pay.
- (c) The Employer agrees that for disciplinary letters relating to shortages, any disciplinary letter in the file shall be expunged after twelve (12) months unless there has been a letter of suspension entered into the file during the twelve (12) month period.

26.04 Grievances

In the event that an employee is terminated for shortages, after the steps of Article 26.03(a) have been pursued, such grievances that arise may be submitted directly for Arbitration by the Union.

ARTICLE 27 – SEXUAL AND PERSONAL HARASSMENT

27.01

- (a) Prohibition Against Sexual and Personal Harassment – The Employer recognizes the right of all employees to work in an environment which is free of sexual and/or personal harassment accordingly, of any employee is prohibited.
- (b) Definition of Sexual Harassment – Sexual Harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault when any one or more of the following conditions are present:
 - (i) the conduct engaged in or the comment made by a person who knows or ought reasonably to know that the conduct or comment is unwanted or unwelcome;
 - (ii) the comment or conduct is accompanied by a reward or the express or implied promise of a reward for compliance;

- (iii) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal for refusal to comply;
- (iv) the conduct or comment is accompanied by the actual denial of opportunity of the express or implied threat of the denial of opportunity for failure to comply; or
- (v) the conduct or comment is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

- (c) Definition of Personal Harassment – Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, 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 is not limited to:

- (i) physical threats or intimidation;
- (ii) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (iii) distribution or display of offensive pictures or materials.

To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

- (d) Resolution of Complaints of Sexual or Personal Harassment – In respect to complaints of sexual or personal harassment, the procedure outlined below shall be utilized to resolve complaints. The grievance procedure in Article 20 shall only be utilized where specified.

- (i) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing to either the Union or the General Manager within twenty-eight (28) calendar days of the most recent occurrence. Complaints of this nature shall be held in strict confidence by both the Union and the Employer. When a complaint has been received by either party, it will be forwarded to the other as soon as possible, but in no case later than three (3) working days.

- (ii) An alleged offender shall be given notice of such complaint under this clause and shall be given notice of, and be entitled to attend, participate in, and be represented at any hearing under this Article.
- (iii) Where either the complainant or the alleged offender is a member of the bargaining unit, the Employer and the Union will each appoint a representative to investigate the complaint. The two (2) investigators may, if appropriate, assist the complainant and the alleged offender to reach agreement on an appropriate resolution. Where such resolution is agreed upon by the complainant, the alleged offender, and both the Union and Employer investigators, it will be considered final and binding and will be submitted in writing to the General Manager. In the absence of such a resolve, the investigators shall proceed with their inquiries and shall submit either a joint or separate report(s) to the General Manager within thirty (30) calendar days of the complaint being filed.
- (iv) The General Manager shall, within fifteen (15) calendar days of receipt of the report(s), render a decision on the appropriate action to resolve the issue. Such action may include, but need not be limited to discipline, separation of the complainant and harasser, introduction of a program to raise awareness, etc. Where one of the employees is to be transferred, it shall be the harasser who is transferred, unless the harassed employee consents to be transferred. Where the allegation of harassment is found to be frivolous, vexatious or vindictive in nature, the General Manager may also undertake discipline or other action in respect to the complainant. Such action shall only be for just cause and may be grieved pursuant to Article 20.
- (v) Where either the complainant or the alleged harasser is not satisfied with the General Manager's decision, the complainant may, within thirty (30) days, and with approval of the Union be submitted to Mediated Arbitration.
- (vi) In any case where the General Manager is directly involved in the allegation, or in any similar potential conflict of interest, the Chairperson of the Board of Directors shall assume the responsibilities of the General Manager identified in this procedure.

ARTICLE 28 – TECHNOLOGICAL CHANGE AND NEW PROCEDURES

28.01 Introduction

If the Employer intends to introduce a technological change or change in method of operation, which would affect the conditions of employment or security of employment of employees, the Employer will provide the Union with not less than sixty (60) calendar days notice. For the purpose of this Article a “technological change” shall mean the introduction by the Employer into its operations of equipment or material of different nature or kind than previously used by the Employer in its operations which results in the displacement or layoff of any employee from his/her job. It is agreed that this Article does not apply in cases of layoff due to shortage of work, site closures not resulting from a change in operations or where the Employer reorganizes to do the same work with fewer staff.

28.02

Where notice is given under 28.01 above the parties shall meet to review the effects of the intended change such as the number and classifications likely to be affected.

28.03

Employees who are laid off pursuant to this Article may exercise bumping rights pursuant to Article 25.05 of this agreement, or may apply for vacant positions pursuant to Article 25.07.

28.04 Severance Pay

In the event that any employees are subject to displacement or layoff and do not choose to bump another employee or fill a vacancy, the employee may choose to terminate their employment and in such case shall receive severance pay based on years or service as follows:

Six (6) months to three (3) years of continuous service – two (2) weeks

Three (3) years of continuous service – three (3) weeks

And for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of twenty-six (26) weeks.

An employee shall not receive severance pay if they fail to work up until their scheduled date of layoff. Employees who terminate shall relinquish all rights to recall under Article 25.

28.05

Articles 25.09 and 25.14 shall not apply to employees laid off pursuant to this Article.

ARTICLE 29 – TERM OF COLLECTIVE AGREEMENT

29.01 Term

This Agreement shall be for the period from and including January 16, 2006, to and including January 15, 2009, 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, by written notice to require the other Party to the Agreement to commence collective bargaining.

29.02

The parties hereto agree to exclude the operation of section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

ARTICLE 30 – SAVINGS PROVISION

30.01 Government Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:

- (a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- (b) The Union and the Employer agree to meet as soon as possible to discuss possible changes to the applicable article(s) of the Collective Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement at VANCOUVER, BC, this _____ day of _____, 2006.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

Andy Ross, President

Bill McNeill, General Manager

Kelly Quinn, Union Representative

Robin Ruhlman, Manager, HR

Bryan Lawn

Jasia Cocking

**APPENDIX A
RE: HOURLY WAGE RATES AND CLASSIFICATIONS**

Classifications	Hourly Wage Rates		
	January 16, 2006	January 16, 2007	January 16, 2008
Supervisor			
Probation	12.84	13.10	13.36
Regular	13.88	14.16	14.44
Senior Teller			
Probation	11.70	11.93	12.17
Regular	12.95	13.21	13.47
Teller			
Probation	11.39	11.62	11.85
Regular	12.74	12.99	13.25

Hours of work for each classification shall be determined at each location by the Employer.

When an employee is required by the Employer to work alone, such employee shall receive a premium of 10% of their straight time hourly rate for all hours worked alone.

APPENDIX B

Re: CALCULATION OF HOURS

Tellers

A Teller's shift will start at the commencement of wagering for the day or at a time scheduled by the Employer (Supervisor). The end of the shift will be 15 minutes after sign off or 15 minutes after the last race of the day, which ever occurs first. Should the Teller neglect to sign off, the end of the shift will be determined by the Supervisor according to the posted schedule.

Senior Tellers

A Senior Teller's shift will start 15 minutes prior the commencement of wagering for the day or at a time scheduled by the Employer (Supervisor).

Supervisors

A supervisor's shift will start 30 minutes prior to the commencement of wagering for the day or at a time scheduled by the Employer (Supervisor). One day a week shall be designated as a banking day and an additional 30 minutes will be allocated on that day.

Length of Wagering Shift

The length of the wagering shift for Senior Tellers and Supervisors will be the same as for Tellers. These times will be calculated to the nearest 15 minute interval.

End of Day Procedures

Supervisors and Senior Tellers scheduled for the end of day procedures will be given the following times as part of their shift:

30 minutes for counting and verifying the contents of the safe.

10 minutes for each employee working – to count their return.

15 minutes to complete daily paperwork (Deposit, End of Day, Timesheet).

15 minutes to make Deposit – unless bank is more than 5 Km from site.

A sample is given for a 3 person site on a Fraser Downs night with a simulcast.

Supervisor starts at 4:30 – 30 minutes prior to wagering opening on Windsor.

Senior Teller starts at 4:45 – 15 minutes prior to wagering opening if handle warrants 2 people otherwise Senior Teller starts at 6:30 which is the commencement of wagering on Fraser Downs. The Teller starts at 6:30. The Teller's shift ends 15 minutes after the last race at Fraser Downs. (11:00 p.m. approx.)

Teller's Shift 4:30.

Supervisor and Senior Teller then each have 30 minutes for safe plus 30 minutes for return count and 30 minutes to fill out paperwork and make deposit.

Supervisor shift 8:00 – 30 minutes for Lunch Break = 7:30.

Senior Teller shift 7:45 – 30 minutes for Lunch Break = 7:15.

LETTER OF UNDERSTANDING
RE: Working 10 Hours Per Day at Straight Time

**Between Teletheatre B.C. and
Canadian Office and Professional Employee Union, Local No. 378**

As a result of the Teletheatre B.C. employees voting in favour of having the opportunity to work 10 hours per day at straight time the parties agree to implement such a policy notwithstanding the provisions in the agreement that limit straight time work at 8 hours per day.

Overtime will apply for all hours worked in excess of 10 hours per day and 40 hours in any week.

Signed this 13th day of September, 2005 at Vancouver, BC.

Bruce Barbour
FOR TELETHEATRE B.C.

Kelly Quinn
FOR THE UNION

cm
USW 2952

