

COLLECTIVE AGREEMENT

Between

NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

Represented By

and

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

October 1, 2006 – September 30, 2011

**Errors & Omissions Excepted
cope-343**

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COLLECTIVE AGREEMENT

BETWEEN: **NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE**
(hereinafter referred to as "the Company")

AND: **THE UNITED STEELWORKERS**
(On behalf of Local Union 2952)
(hereinafter referred to as "the Union")

DATE AND REFERENCE

This Agreement is dated for reference October 1st, 2006 and named for reference the "NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE –AND- UNITED STEELWORKERS, LOCAL 2952 AGREEMENT".

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company 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.

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 Company 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 Company at and from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

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- 2.02** a) Person's, whether employed by the Company or from outside who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except for the purposes of instruction or in the case of urgency when bargaining unit employees are not available. The employer shall make every reasonable effort to call people in to work in these situations.
- b) Charity Representatives/Volunteers may perform the duties required of them in accordance with the gaming regulations but they shall not displace bargaining unit employees and they shall not be part of the bargaining unit or be paid a salary by the Company.
- c) No employee shall have his/her scheduled hours reduced or shall be laid-off as a direct result of the Company utilizing the services of volunteers.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Management of the office and the direction of the working forces, including the right to direct, plan and control bingo operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the office in the traditional manner is vested exclusively with the Company, subject to the express provisions of this Agreement.
- 3.02** The Union acknowledges that the Company's bingo business is regulated by the BC Gaming Commission and by provincial and municipal laws and bylaws applying to the gaming business.

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 thirty (30) days 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.

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- (c) No later than fifteen (15) 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, BC V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed USWA 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, ie Worksafe B.C., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

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.

ARTICLE 5 - HOURS OF WORK

5.01 Definition

- a) For the purposes 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 workday that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A workday is defined as the twenty-four (24) hour period commencing at the start of an employee's first scheduled shift on a calendar day. As of the signing of this agreement, a shift is defined as a period of a minimum of four (4) continuous worked to a maximum of eight (8) continuous hours. Shift lengths may be changed subject to the employer giving fourteen (14) days written notice and subject to consultation with representatives of the Union prior to such change taking place. There shall be no scheduled split shifts without express agreement with the Union.
- b) The regular hours of work shall be up to eight (8) hours per workday and up to forty (40) hours per work week.

- 5.02 Posting of Shift Schedules** - Shift schedules shall be posted at least seven (7) calendar days prior to the date that any shift changes commence. The employer may change the shifts of individuals upon providing written notice at least seven days in advance. In the event the employer does not provide sufficient notice the employee shall have the right to refuse and shall not suffer any loss of earnings.

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- 5.03 Shift Trades** - Employees who desire to trade shifts with other employees must get prior authorization from the employer.
- 5.04 Operational Requirements** - The employer does not guarantee to provide work or to maintain the current work schedules. The assignment of an employee to a specific shift or schedule does not in any way constitute a guarantee by the Employer of hours of work. Where operating conditions dictate, employees may be sent home by the Employer in reverse order of seniority within their classification, 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 with a minimum of four hours pay for that shift. An employee may be asked to work beyond the scheduled finishing time, in which case overtime will only be payable where the employee actually works in excess of eight (8) hours on the workday in question.
- 5.05 Overtime** - Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a workday, that employee shall be paid at one and one-half (1 ½) times their straight time hourly rate for the first three (3) hours of eligible overtime worked in a workday and two (2) times their straight time hourly rate for any hours of eligible daily overtime worked in excess of three (3) in a workday. 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 their straight time hourly rate for the first eight (8) hours of eligible overtime worked in a work week and two (2) times their straight time hourly rate for any hours of eligible weekly overtime worked in excess of eight (8) overtime hours in a work week. Notwithstanding the above, all hours worked on an employee's seventh consecutive day of work shall be paid at overtime rates.
- 5.06 Periods Free From Work** - Employees shall be entitled to paid rest periods consistent with current practice as follows:
- i) on shifts shorter than five (5) hours – two (2) ten (10) minute breaks;
 - ii) on shifts five (5) hours or more – four (4) ten (10) minute breaks or two twenty (20) minute breaks.
- 5.07 Assignment Of Overtime** - Overtime will be voluntary except where there are no volunteers in which case it may be assigned in reverse order of seniority to those employees with the ability to perform the work required unless the employee has a justifiable reason for refusing.
- 5.08** An employee requested to work more than ten (10) hours in a workday will be provided with a meal up to a maximum of five dollars (\$5.00).

ARTICLE 6 - PAID HOLIDAYS

- 6.01** The following Paid Holidays shall be observed during the term of this agreement:

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

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

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- 6.02** 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). Employees who work eight (8) hour shifts on the four/two schedule will receive eight (8) hours paid holiday pay.
- 6.03** 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 and his regular day of work following the Holiday unless he has a justifiable absence.
- 6.04** Where an employees 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 6.02.
- 6.05** 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 6.02.
- 6.06** In calculating holiday pay as per 6.02, should an employee have been on vacation during the qualifying period, then those days shall be considered as workdays for the purpose of this Article.
- 6.07** Employees not actively employed because of:
1. lay-off
 2. unpaid leave of absence
 3. illness) and not eligible for WCB for
 4. injury) the above holiday

and who work sometime within the seven (7) day period prior to or the seven (7) day period following the paid holiday(s) in question will qualify for holiday pay for such holidays.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01** Employees are entitled to annual vacation according to their completed years of consecutive service, calculated from their date of hire, as follows:

<u>Years of Completed Continuous Service</u>	<u>Vacation Period</u>
1 but less than 5 years	2 weeks
5 years but less than 8 years	3 weeks
8 years but less than 14 years	4 weeks
Over 14 years	5 weeks

- 7.02** Vacation pay for the vacations set out in 7.01 will be calculated on the basis of two percent (2%) of gross wages earned during the previous service year for each week of vacation entitlement, and shall include vacation pay as gross wages. Effective May 30th, 2001 employees will be paid their vacation pay on the pay period immediately preceding the commencement of their vacation. To receive such pay, the employee must be scheduled for a full week of vacation. Unused vacation pay will be paid out in the first pay period of December each year. Vacation pay will be paid on a separate, itemized cheque.
- 7.03** 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.

- 7.04**
- a) Employees will submit their vacation requests to the Company between December 1st and December 15th in each year. Following this the Company will post approved vacation schedules no later than January 30th.
 - b) Subject to the operating needs of the Company, preference for vacation entitlement will be determined on the basis of seniority of those employees whose applications for vacation are received by December 15th in each year. Again subject to the operating needs of the Company, vacation requests after December 15th will be allocated, based on the dates they are received, on a first come, first scheduled basis.
- 7.05** Should a paid holiday occur during the period of an employee's annual vacation, such vacation may be extended by the corresponding number of days.

ARTICLE 8 - SENIORITY

8.01 An employee shall not have 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 probationary period, an employee shall acquire seniority status and shall have a seniority date back-dated to his date of original hire.

8.02 Job opportunity and security shall increase in proportion to length of service and that in all cases of vacancy, promotion, demotion, transfer, lay-off and recall after lay-off, the senior employee shall be entitled to preference subject to their ability to perform the work required.

8.03 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 leaves of absence;
- f) layoff for the following periods, after which an employee's seniority will terminate:

Less than 12 months seniority	6 months
12 – 60 months. seniority	12 months
Over 60 months	24 months

8.04 Seniority Standing Will be Cancelled if an Employee:

- a) voluntarily quits the employ of the Company;
- 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 five (5) 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 to work in a supervisory capacity for a period of more than six (6) months full time;
- g) is absent from work for three consecutive working days and fails to notify the Company of the reason for the absence or fails to provide a justifiable reason for the absence.

8.05 Recall Procedure - Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be

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 five (5) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union committeeman.

- 8.06 a) Seniority Lists** - The Company will prepare and maintain separate and distinct Seniority lists of all employees for each hall and present 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. employee's 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 three (3) months except during the months of April through September when they will be supplied each month if requested.

- 8.07** An employee who is laid-off due to permanent closure of the business will receive one week's pay or notice in lieu of pay for each year of service up to a maximum of eight (8) weeks. In any event, employees will be entitled to one week of severance pay for each completed year of service up to four (4) weeks pay. An employee who is laid off due to permanent closure may elect to take their severance pay at the time of lay-off 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.

Lay-offs during the normal course of business shall be done in accordance with the Employment Standards Act.

ARTICLE 9 - SAFETY AND HEALTH

- 9.01** The Company and the Union shall maintain an Occupational Health and Safety Committee consisting of two (2) members elected or appointed by the Union and two (2) members elected or appointed by the Company.
- 9.02** The Joint Committee shall meet not less frequently than once per month. All safety meetings and tours will take place during working hours. Each party shall select a co-chairperson. The general duties of the joint committee will be to enforce the provisions of the Occupational Health and Safety Regulations.
- 9.03** 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 Company 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.

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- 9.04** No disciplinary action shall be taken against any Employee by reason of the fact the employee has exercised the right conferred upon the Employee under the Act respecting the Industrial Health and Safety Regulations.
- 9.05** Designated First Aid attendants will receive the following premiums:
- Level 1 - \$.25
Level 2 - \$.50
- 9.06** The Employer will supply and maintain suitable lunchrooms. Employees will co-operate by observing the rules of cleanliness.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01** **Human Rights** - The Union and the Company recognize the right of employees to work in an environment free from harassment, including racial and sexual harassment and the Company undertakes to take discipline or other appropriate action against any person employed by the Company engaging in the harassment of another employee.
- 10.02** Sexual harassment shall be defined as:
- i) Inappropriate touching;
 - ii) Suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) Compromising invitations;
 - iv) Demands for sexual favours,
 - v) Sexual assault.
- 10.03**
- a) In cases where harassment may result in the transfer of an employee, where possible it shall be the harasser who is transferred. The employee who is harassed will not be transferred against his/her will.
 - b) An employee may initiate a grievance under Article 10.01 at any Step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
 - c) An alleged offender under this clause shall be entitled:
 - i) to be given notice of the substance of a grievance under this clause;
 - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as the result of a grievance under this clause;
 - d) In any arbitration arising out of this Article, where an arbitrator finds that harassment has occurred, the arbitrator may impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other employees. The arbitrator may direct a transfer or reassignment without regard to their seniority.

10.04 **Anti-Harassment Workplace Training**

- a) **Current Employees** Joint training will be conducted for all current employees (union and non-union) utilizing the Steelworker program, "Building Respectful Workplaces".

Attendance at the course will be mandatory for all employees who work at both of the Bingo halls. These employees shall be paid two (2) hours at straight time for their attendance.

Scheduling of the training session will be worked out between management and the Union Representatives in each hall. The cost of the training will be borne by the Employer. The cost of the instructors and materials will be borne by the Union.

- b) **Future Employees** It is agreed that the "Building Respectful Workplaces" program will form part of the Company's Orientation Session for new employees. The Union will ensure that a Union Representative is trained to facilitate the program.

10.05 **Union Representation**

- a) The Company 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 Company agrees to recognize Shop Stewards, as provided in writing from the Union.
- c) The Company shall be notified by the Union of the names of the Shop Steward and any changes made thereto.
- d) The Company 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 Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees from each Bingo Hall, 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 Company agrees to allow members of the Negotiating Committee time off work on each day the Committee is scheduled to meet with members of management.

- 10.07 **Notice Of Lay-Off** – All employees subject to lay-off shall receive notice or pay in lieu of notice in accordance with the Employment Standards Act of BC. [Note: Parties agree to spell out provisions of Section 63 of Act in Collective Agreement.]

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- 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.
- 10.09 Bereavement Leave** – In the event of a death in an employee’s immediate family, the employee shall be entitled to up to four (4) days off without loss of pay. Immediate family shall be defined as spouse, children, step children, parents, step parents. Employee shall be entitled to up to three (3) days off without loss of pay for grandparents, grandchildren, brother, sister, mother in-law and father in-law.
- 10.10 Consultation with Union - Prior to Certain Changes** - The Company agrees to consult with the Union Steward or Grievance person prior to disciplining, discharging, laying off, promoting or demoting any employee. In the case of discipline, a Union Steward shall be present.
- 10.11 Bulletin Board** - The Union will have the use of a Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon authority of the Executive Committee or the Union or Shop Stewards of the plant.
- 10.12 Notices - Between Company and Union** - Any notice required to be given to the Company 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.
- 10.13 Union Representatives** - If an authorized representative, who is not employed by the Company, wants to speak to a Local Union Representative about a grievance or other official business, he shall advise the Company Management or designated representative, who shall then call the Local Union Representative to an appropriate place at an appropriate time where they may confer.
- 10.14 Picket Line** - No employee shall be required to cross a legal picket line which has been recognized by the Union.
- 10.15** The Employer will provide work shirts and aprons.
- 10.16 Humanity Fund** - The employer agrees to deduct twenty dollars (\$20.00) from each employee on October 1st each year and forward it to the United Steelworkers Humanity Fund. The Union will supply the necessary forms to allow the employees to indicate their desire to participate.
- 10.17 Discipline and Discharge** - Before taking disciplinary action, management will first warn an employee, unless the circumstances justify immediate discipline or discharge. Such warnings must be given in the presence of a shop steward unless waiting would cause undue delay. Warnings will be confirmed in writing to the shop steward.
- 10.18 Discipline Record** - An employee’s record of verbal and written warnings will not be used after twelve (12) months from the date of infraction.
- 10.19** The Union agrees that so long as this Agreement continues to operate, there will be no strike, slowdown or complete or partial work stoppage. The Company agrees that as long as this Agreement continues to operate there shall be no lockout.

10.20 Personnel Records

- a) **Employees Access to Personnel File** An employee shall have the right to read and review his personnel file at any time, upon reasonable notice and by request to the Employer. On request the employee shall be provided with copies of any disciplinary document or record contained in the employee's personnel file.
- b) **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 request to the Employer. The Union representative shall be provided with copies of any disciplinary document or record contained in the employee's personnel file.

10.21 Identification Badges

The Employer will pay GPEB registration fees and renewal 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 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 grievance with the Supervisor (designated by the Employer) involved in the dispute.

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

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

Step 2 - A Union representative together, if available, with the Shop Steward, Grievance Committeeman, or Grievance Committee, with or without the aggrieved employee, will attempt to settle the grievance with the Company manager or other designated Company representative.

If the grievance is not settled at Step 2 the Company 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 or Expedited Arbitration.

11.02 Time Limits (Working Days) and Steps Will be as follows:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
Step 2	Within 5 days of answer	3 days
Step 3	Within 15 days of answer	

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.

- 11.03 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.
- 11.04 Warning - Suspension – Discharge** - Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.
- 11.05 Group or General Grievances** - Grievances of a general or group nature will be put in writing and instituted at Step 2.
- 11.06 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.
- 11.07 Grievance Committeemen and Company Representatives** - At each of the grievance steps the Employer and the Union may have equal representation.

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. | Vince Ready | 4. | Ron Keras |
| 2. | Don Munroe | | |
| 3. | Rick Coleman | | |
- 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 thirty (30) 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 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 Arbitrators named 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.

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- 12.08** No matter may be submitted to arbitration which has not first been 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%). The Employer agrees to pay one hundred percent (100%) of the premiums for employees with eight (8) year's service.
- b)** The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefit 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.
- d)** A copy of the benefit booklet will be made available to all employees.
- 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 \$1500.00 per person per calendar year.
- c)** Eligible employees shall be covered under the Extended Health Care Plan. The plan will reimburse eighty percent (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. Eligible expenses will include coverage for paramedical expenses to a maximum of \$500 per person per year; eligible prescription drugs.

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- d) The Company's Extended Health Care Plan shall provide for Vision Care for employees of up to two hundred dollars (\$200.00) per employee every two years.
 - e) The Company's will provide for employees an Eye Examination once every two years.

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) months period.

13.05 An employee who is laid-off will have their benefit coverage continued for three (3) months from the date of layoff provided that the employee pays their share of the cost 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 the Employer makes premium payments to the insurance carrier.

13.06 **Sick Days**

- a) Regularly scheduled employees working full time shifts will be entitled to one sick day for every four (4) months with no lost time due to illness.
- b) Regularly scheduled employees who work a minimum of 20 hours in a week will be entitled to one-half sick day for each four (4) month period with no lost time due to illness.
- c) Calculation of the four-month period will commence on April 1, 2004.
- d) Unused sick days will be paid out in January of each year unless the employee advises the Employer that they wish to carry them into the following year.
- e) Employees may carry any unused sick days over to the following year to a maximum of three (3) days.

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 conferences, conventions or training schools shall be granted unpaid leave of absence for this purpose. The Union will notify the Company ten (10) working days prior to the start of the leave of the names of the delegates.

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- 14.03 a)** The employer will grant an employee a leave of absence up to one (1) year 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.
- 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 Maternity and Parental Leaves

- a)** Leave of absence related to maternity/parental leave shall be without pay and shall be for a period not to exceed fifty-two (52) weeks. The Company, upon written notification from the employee, shall permit the employee to be absent from work at a time or times chosen by the employee during the eleven (11) week period immediately preceding the expected delivery date of her child. The employee shall not be required to report for work for the six (6) week period immediately following the delivery of the child. Upon request of an employee, the Company may grant an extension of maternity leave of up to an additional two (2) months.
- b)** Upon request, an employee shall be granted leave of absence without pay for up to twelve (12) weeks in the twelve (12) month period following the birth of a child. The employee shall notify the Company one (1) month prior to the expected date of delivery of the employee's intent to have such leave. This section shall apply to only one parent.

14.05 Compassionate Care Leave

Compassionate Care Leave will be granted under the terms of the Employment Standards Act.

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 rate set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing wage rate(s) presently received by an employee(s).
- c)** The rates for the classifications 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, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Employer.

- 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** The current practice regarding paydays will continue with no change unless mutually agreed.
- 15.04** **Statement of Earnings** - The 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 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** Where it is determined that an employee is not in receipt of her/his full wages for a pay period she/he will, upon request, be reimbursed within forty-eight (48) hours. Differences of less than four (4) hours pay will be added to the next pay cheque.

ARTICLE 16 - JOB POSTINGS

- 16.01** **Job Postings (Not Temporary)** - All vacancies (not temporary), including relief positions, shall be posted on the bulletin board for seven (7) days.
- 16.02** **Job Openings (Temporary)**
- a) Job openings and increased availability of hours resulting from absences allowed under the terms of this agreement up to a maximum of thirty (30) days shall not be subject to job posting.
 - b) All such job openings and increases in hours, which extend for more than a day, shall be filled by first offering it to the other employees in the classification, followed by those in relief positions for that classification and, finally, by offering it to employees in other classifications who have the ability to perform the work available. The principles contained in Article 8.02 shall apply. For absences of less than one day the employer will make a reasonable effort to apply seniority.
- 16.03** **Job Applications Delayed** - If an employee is not at work, for the following reasons, when a job is posted s/he may apply for the job within three (3) operating days of his or her return to work:
- 1. vacation;
 - 2. authorized leave of absence not exceeding thirty (30) days;
 - 3. absence resulting from an accident or illness not exceeding thirty (30) days; or
 - 4. absence on Workers' Compensation not exceeding thirty (30) days.
- 16.04** **Selection Of successful Applicant** - Where such positions exist, preference in order of seniority will be given to employees who have worked in relief positions for the job being posted. In all other positions preference will be given to the most senior applicant with the ability to perform the work required.
- 16.05** Every effort will be made to enable the successful applicant to move to the new job within thirty (30) calendar days from the date the job is awarded. The successful applicant will be paid his new rate of pay when he reports to the new job. If the successful applicant is held back longer than thirty (30) calendar days, he shall be paid the rate of the newly posted position as long as it is higher than the employee's present rate. This will commence on the thirtieth (30th) calendar day.
- 16.06** **Successful Applicant Notice** - The name of the successful applicant to a job posting will be posted

no later than seven (7) days after removal of the job posting notice.

- 16.07** In the event none of the applicants meet the requirements of a posted job, the Company may fill the vacancy from any source.
- 16.08** Employees who have accepted a relief position must be prepared to be scheduled into shifts in these positions.

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 judgment 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, judgment 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 the period commencing October 1st, 2006 to and including September 30th, 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 or immediately preceding the same date of each 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 occur first.

18.03 The operation of Section 50 (2) & 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF:

The Parties have executed this Agreement at _____, BC this __day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

APPENDIX "A"

WAGE SCHEDULE

<u>Classification</u>	<u>Mar1/07</u>	<u>1% Oct1/07</u>	<u>2.5% Oct1/08</u>	<u>2.5% Oct1/09</u>	<u>2.5% Oct 1/10</u>
<u>Bingo</u>					
Coordinator	\$15.49	\$15.64	\$16.03	\$16.43	\$16.84
Caller	\$14.51	\$14.66	\$15.03	\$15.41	\$15.80
Assistant Coordinator	\$13.48	\$13.61	\$13.95	\$14.30	\$14.66
Caller/Seller					
After 2 years	\$13.48	\$13.61	\$13.95	\$14.30	\$14.66
After 1 year	\$12.05	\$12.17	\$12.47	\$12.78	\$13.10
Start	\$11.05	\$11.16	\$11.44	\$11.73	\$12.02
Seller					
After 2 years	\$12.01	\$12.13	\$12.43	\$12.74	\$13.06
After 1 year	\$11.20	\$11.31	\$11.59	\$11.88	\$12.18
After Probation	\$10.20	\$10.30	\$10.56	\$10.82	\$11.09
Start	\$10.00	\$10.10	\$20.35	\$10.61	\$10.88

Notes

1. Employees currently classified as Cashiers will be reclassified as Assistant Coordinators and paid the Assistant Coordinator's rate when working in that classification. When working as a Seller they will be paid no less than \$12.68 unless they post out of their current classification.
2. Sellers who have completed their probationary period as of the implementation date of this Appendix will continue to receive the \$12.01 rate plus negotiated wage increases except those currently classified at the \$9.69 rate. These employees will rise to \$10.90 upon completion of probation and then to \$12.01 on October 1, 2007 plus negotiated wage increases. Employees presently classified and earning \$11.10 will receive the \$12.01 rate on March 1, 2007.
3. Sellers who are reclassified as Caller/Sellers will have service time in other classifications recognized.
4. The Employer may hire new Caller/Sellers or Sellers at rates above the Start Rate for each classification providing there are no non-probationary employees in the classification they are hired into being paid less than the rate they are being paid.
5. **Signing Bonus:** The employees who have not received a wage increase as per reclassification of wage schedule are entitled to signing bonuses. Employees noted on the attached lists will receive a bonus of up to \$500 within thirty (30) days of ratification of this agreement and an additional bonus of up to \$500 on the first pay period following October 1, 2007.

LETTER OF UNDERSTANDING #1

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS
(On behalf of Local Union 2952)

Re: Lockers

During the life of this Agreement the Company will install lockers for employees at Newton and Burnaby Bingo Halls to store personal items while at work.

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #2

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS

(ON BEHALF OF LOCAL UNION 2952)

By their signature below the above referenced Parties agree as follows:

1. Except where the Company decides to use overtime or to extend an already scheduled employees hours, filling of vacancies of less than one day as contemplated in Article 16.02 shall be accomplished in the following manner:
2. Call-ins requiring compulsory attendance as per point #5 below, shall only be for shifts for four (4) hours or more. Call-ins for less than four (4) hours shall be at the Employer's discretion, but shall not be less than two (2) hours. Call-ins of less than four (4) hours will be offered first to employees on a call-in list for that day and are not compulsory.
3. Employees who wish to maximize their hours through call-ins shall indicate their daily availability on a call-in list posted in the hall. When signing the list, employees shall indicate which hours they are available.
4. Employees must sign-up at least one day prior to each day they are available and may remove their name, if desired, at least one day prior to each day they had indicated availability.
5. Employees who have indicated their availability on any given day must report to work on that day if called.
6. When opening requiring call-in occurs, the Company will call employees on the call in list in order of seniority in the following sequence and providing the call-in will not bring the employee into an overtime position.
 - 1) available employees within the classification
 - 2) available relief employees within the classification
 - 3) available bargaining unit employees provided such employees have the ability to perform the work required.
7. If the employer is unable to contact the employee on one telephone attempt the employee shall lose his/her right to assignment for that day.
8. If the employer is unable to fill the vacancy from the names on the call in list, the employer may fill the vacancy from the spare board list.
9. Employees as of May 6, 2004 who are on the call-in list but have no scheduled hours may remain on that list. After May 6, 2004 employees will not have the option of being on the call-in list if they do not hold a scheduled position.

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #3

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS
(On behalf of Local Union 2952)

By their signatures below the above-referenced Parties agree as follows:

1. A spare board list will be established from which employees can be called to fill in short-term temporary vacancies at either the Newton or Burnaby bingo halls.
2. Employees from both halls may sign the list to indicate their availability for spare board work. Such employees will be placed on the list in order of their Company seniority. This establishes a seniority list separate from both the Newton Square Bingo and Burnaby Bingo halls.
3. New employees hired directly onto the list will establish seniority on the list after completion of their probationary period.
4. Employees on existing seniority lists at either hall will retain their seniority in those halls as well as on the call-in list. New employees on the spare board list entitled to bid on vacancies in either hall and, if accepted, will be placed on the seniority lists of the hall they are hired into with their seniority dating back to their first day of employment as a spare board employee.
5. Once each month spare board employees will indicate which days in the following month they will be available for call out. To stay on the spare board list new employees must indicate they are available at least one day of each week. Regular employees may also indicate they are available to work at least one day of each week providing it does not bring them into an overtime position.
6. Employees who have indicated their availability for work will be allowed one by-pass per month when called. Other than that they must come in when called or be removed from the spare board list for at least six (6) months.
7. Subject to their ability to perform the work required employees will be called to work in order of their seniority on the spare board list providing such work does not bring them into an overtime position. Call-ins shall be for a minimum of two (2) hours.
8. Employees will be paid in accordance with the classification for which they are called.
9. Employees who perform no spare board work for the Company for a year will be dropped from the spare board list.

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #4

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS OF AMERICA

(On behalf of Local Union 2952)

By their signatures below the above-referenced Parties agree as follows:

Caller Training:

A caller-training seminar will be run every quarter. Subject to their work schedules, all employees will be offered the opportunity to attend. A practical and a written exam will be given at the end of the seminar. A joint committee will develop the material to be used for this training and take an active role in the training seminars. Following the training, each employee will be assessed by the Employer on the following criteria:

1. Knowledge of the equipment;
2. Knowledge of the game rules;
3. An understanding of their role in the caller position;
4. How to handle disputes and errors;
5. An understanding of the Promotions and Marketing to the customer (Sales Ability);
6. Attitude and Personality.

Those employees who, in the opinion of the Company, meet all of the above criteria will receive a diploma. Those who do not meet the criteria will have the opportunity to try again at the next seminar.

When a posting is put up for a caller position, all those who have passed the pre-caller seminar will be able to post for the position as per the Collective Agreement. The successful applicant will then be reimbursed for the time spent on the seminar.

A refresher course will be held on an annual basis for all employees who have successfully completed the seminar but are not working in the classification. Employees must successfully complete this course to remain on the trained caller list.

Current callers will be given the opportunity to attend one of the seminars, however, in the event they do not successfully complete the seminar, will not be displaced from their position. Those employees who are currently in the position of Runner/Caller or Caller will remain in their positions. New hires will be required to take this seminar.

Signed this _____ day of _____, 2007

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #5

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS
(On behalf of Local Union 2952)

By their signatures below the above-referenced Parties agree as follows:

During negotiations, it was agreed that the Company will amend its policy regarding the number of employees allowed off on vacation at any given time to ensure that other leaves under the Collective Agreement will not impact on that number.

The Parties have further agreed that the current practice of allowing two employees off on vacation at any given time will be reviewed on a case by case basis. When operational requirements permit, more than two employees may be granted vacation for the same time period.

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #6

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BOARDWALK GAMING CENTRE

AND: UNITED STEELWORKERS

(On behalf of Local Union 2952)

By their signatures below the above-referenced Parties agree as follows:

Work performed on the afternoon or evenings sessions on December 31st, New Year's Eve, (shifts starting at 3:00 p.m. or later), shall be paid at time and one half (1 1/2 x) for all hours worked up to eleven (11) hours. Work beyond eleven hours will be paid at double time (2x).

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BOARDWALK GAMING CENTRE**

LETTER OF UNDERSTANDING #7

BETWEEN: NEWTON SQUARE BINGO COUNTRY/BURNABY BINGO COUNTRY

AND: UNITED STEELWORKERS
(On behalf of Local Union 2952)

By their signatures below the above-referenced Parties agree as follows:

RE; TRANSFERS BETWEEN EMPLOYER'S FACILITIES:

Upon receiving a written request from an Employee for a transfer to another facility, Union or Non-Union, due to relocation circumstances, the Employer will consider accommodating the request. Upon approval of said transfer, the parties agree that the Employee will retain company service but will be placed on the bottom of the seniority list, if applicable, in the new hall.

Signed this _____ day of _____, 2007.

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

**NEWTON SQUARE BINGO COUNTRY
BURNABY BINGO COUNTRY**

