

COLLECTIVE AGREEMENT

Between

CHILLIWACK BINGO

And

CANADIAN AUTO WORKERS

LOCAL 3000



JANUARY 1, 2007 TO DECEMBER 31, 2009

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
Preamble	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - RECOGNITION	1
3.1 Recognition	1
3.2 Definitions	1
3.3 Individual Agreement	1
3.4 Charity Representatives/Volunteers	2
3.5 Personal Effects	2
ARTICLE 4 - HARASSMENT AND DISCRIMINATION	2
4.1 Harassment and Discrimination	2
4.2 Sexual Harassment	2
4.3 Processing Complaints	3
4.4 Letter of Commitment Re: Harassment	3
ARTICLE 5 - UNION SECURITY AND CHECK-OFF	3
5.1 Authorization for Union Dues/Membership	3
5.2 Dues Check-Off	3
5.3 T-4 Slips	4
5.4 Shop Steward	4
5.5 Union Information for New Employees	4
ARTICLE 6 - UNION STEWARDS/MANAGEMENT COMMITTEE	4
6.1 Establishment of Committee	4
6.2 Function of the Committee	5
6.3 Meetings of the Committee	5
6.4 Minutes of Meetings	5
6.5 Jurisdiction of the Committee	5
ARTICLE 7 - HEALTH AND SAFETY	5
7.1 General Responsibilities	6

7.2	Joint Health and Safety Committee	6
7.3	Duties and Functions of the Joint Committee in relation to the Workplace	6
7.4	Participation In Inspections, Investigations or Inquiries	7
7.5	Right to Refuse Unsafe Work	7
7.6	Education Leave	7
ARTICLE 8 - DISCIPLINE AND DISCHARGE		7
8.1	Just and Reasonable Cause	7
8.2	Unsuitability During Probation	8
8.3	Union Notified	8
8.4	Shop Steward Present	8
8.5	Removal of Discipline	8
8.6	Acknowledging Receipt of Discipline	8
ARTICLE 9 - GRIEVANCE/ARBITRATION PROCEDURE		9
9.1	Definition	9
9.2	Informal Step	9
9.3	Step #1	9
9.4	Step # 2	9
9.5	Grievances Filed at Step 2	10
9.6	Time Limits	10
9.7	Arbitration Procedure	10
ARTICLE 10 - SENIORITY AND PROBATION		11
10.1	Seniority	11
10.2	Eligibility for Seniority	11
10.3	Seniority Accrual	11
10.4	Loss of Seniority	12
10.5	Probationary Period	12
ARTICLE 11 - LAYOFF AND RECALL		13
11.1	Layoff	13
11.2	Bumping From Layoff	13
11.3	Layoff and Recall	13
ARTICLE 12 - FILLING VACANCIES		14
12.1	Postings	14

12.2	Definition of a Vacancy	14
12.3	Appointments to a Vacancy	14
12.4	Employee Returning to Previous Position	14
12.5	Applicants From Outside	15
ARTICLE 13 - HOURS OF WORK AND OVERTIME		15
13.1	Definitions	15
13.2	Normal Straight Time Hours Worked	15
13.3	Split Shifts	15
13.4	Meal Breaks and Rest Periods	16
13.5	Overtime	16
13.6	Assignment of Overtime	16
13.7	Maximizing Shifts	17
13.8	Work Schedules and Shift Schedules	18
13.9	Minimum Call-In	18
ARTICLE 14 - STATUTORY HOLIDAYS		19
14.1	Statutory Holidays	19
14.2	Eligibility for Statutory Pay	19
14.3	Calculation of Payment for a Statutory Holiday	19
14.4	Employees Scheduled to Work on a Statutory Holiday	20
ARTICLE 15 - ANNUAL VACATIONS		20
15.1	Vacation Entitlement	20
15.2	Vacation Scheduling	20
ARTICLE 16 - LEAVE OF ABSENCE		21
16.1	Leave of Absence	21
16.2	Leave for Union Officials	21
16.3	Leave for Union Business	21
16.4	Conventions and Educational Leave	21
16.5	Bereavement Leave	22
16.6	Jury and Witness Duty	22
16.7	Compassionate Leave	22
16.8	Pregnancy/Parental Leave	22
16.9	Leave for Union Bargaining Committee	26

ARTICLE 17 - WAGES	26
17.1 Wage Rates	26
17.2 New Job Classifications	26
17.3 Employees Working In Two Or More Classifications	27
ARTICLE 18 - PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION	27
18.01 Payment of Wages Upon Termination, Layoff or Resignation	27
ARTICLE 19 - EMPLOYEE BENEFIT PLANS	27
19.1 Eligibility	27
19.2 Benefit Coverage	27
19.4 Vision Care	28
19.5 No Change to Benefits	29
ARTICLE 20 - MISCELLANEOUS	29
20.1 Election Days	29
20.2 Employee Attendance at Staff Meetings	29
20.3 Impact of Legislation	29
20.4 Labour Relations Code-Section 50 (2) and 50 (3)	30
20.5 Recognition of a Legal Picket Line	30
20.6 Copies of the Collective Agreement	30
20.7 Employees Access to Their File	30
20.8 Sick Days	30
ARTICLE 21 - NO STRIKES OR LOCKOUTS	31
ARTICLE 22 - TERM OF AGREEMENT	32
APPENDIX A	33
Wage Rates	33
Retroactive	33
Wage Progression	33
LETTER OF UNDERSTANDING	34
RE: AVAILABILITY LIST	34

ARTICLE 1 - PURPOSE OF AGREEMENT

Preamble

- a) The purpose of this agreement is to set forth and establish rates of pay, hours of work and terms and conditions of employment for those employees who come within the scope of this agreement.
- b) Further, the purpose of this agreement is to facilitate the orderly resolution of all disputes and grievances in accordance with this agreement. All articles and clauses referred to in this agreement apply equally to both male and female employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union agrees the employer has the undisputed right to operate and manage its operations in all respects except as expressly and specifically limited by this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 - RECOGNITION

3.1 Recognition

The employer recognizes the Canadian Auto Workers (CAW Local 3000) as the sole and exclusive bargaining agent for all employees included in the bargaining unit in accordance with the certification issued by the Labour Relations Board on March 14, 1997 subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.

3.2 Definitions

For the purposes of this agreement, the terms “employees” or “employee” shall be understood to mean those persons employed by the employer for whom the Union is the recognized bargaining agent as set out in the recognition clause contained in this agreement.

3.3 Individual Agreement

No employee shall be required or permitted to make a written or oral agreement with the employer which may conflict with the terms of this agreement.

3.4 Charity Representatives/Volunteers

- a) It is agreed that charity representatives/volunteers may do bargaining unit work as a component of their jobs and responsibilities. Charity representatives/volunteers shall not be part of the bargaining unit and shall not be paid a salary by the employer.
- b) The employer agrees that no employee shall lose hours or shall be laid off as a direct result of the employer utilizing the services of volunteers.
- c) The employer agrees that no employee shall be replaced with a charity representative/volunteer except where no bargaining unit employee is immediately available.

3.5 Personal Effects

The employer agrees to provide adequate lockup facilities for employee's personal effects namely purses and/or wallets.

ARTICLE 4 - HARASSMENT AND DISCRIMINATION

4.1 Harassment and Discrimination

The employer and the union agree that discrimination and/or harassment of any employee because of color, national origin, religion, age, marital status, sexual orientation, sex, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment, including sexual harassment. Action contravening this policy will constitute grounds for discipline.

4.2 Sexual Harassment

All employees have the right to work in an environment free from sexual harassment.

For the purposes of this clause, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- b) Implied or expressed promises of reward for complying with a sexually oriented request, or
- c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or

- d) Sexually oriented literature, remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

4.3 Processing Complaints

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of the complaint is the management representative, at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s),
- b) Management and union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint:
- c) An arbitrator in the determination of a complaint to harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

4.4 Letter of Commitment Re: Harassment

The employer agrees to make available to each employee in the bargaining unit educational material provided by the Human Rights Branch which outlines the nature of events giving rise to complaints of harassment in the workplace.

This material will be provided as soon as reasonably possible following ratification of this collective agreement.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.1 Authorization for Union Dues/Membership

All employees who are now members of the union or who may become members shall remain members in good standing as a condition of their employment.

5.2 Dues Check-Off

- a) As a condition of employment all employees, at the time of employment, will sign an authorization form authorizing the employer to deduct union dues from the employee and remit such dues to the union. The union agrees to indemnify and save harmless against any claim or liability arising out of the application of this article except for any claim arising out of an error committed by the employer or for the employers withholding of dues remittance.

- b) The dues so deducted, along with the names of the employees from whom the dues have been deducted, shall be submitted to:

CAW Local 3000
1st Floor, 326 - 12th Street
New Westminster, B.C. V3M 4H6

by the 15th of the month following the month for which dues are collected.

5.3 T-4 Slips

The employer agrees to show on each employees T-4 slip the amount of union dues deducted.

5.4 Shop Steward

The union will advise the employer in writing of the name(s) of the employee(s) chosen to act as shop steward(s) and the employer shall not be required to recognize the employee(s) chosen until so advised. Wherever possible activities shall take place outside of regular working hours. If it is necessary for the shop steward to take time off during working hours to investigate or attempt to settle a grievance, or to otherwise meet with management, the employee shall make satisfactory arrangements with his/her supervisor before leaving his/her place of work.

Shop stewards shall not suffer a loss of pay for time spent in the performance of these duties during regular working hours. No more than three (3) employees shall be recognized by the employer at any one time.

5.5 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 Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her union representative.

ARTICLE 6 - UNION STEWARDS/MANAGEMENT COMMITTEE

6.1 Establishment of Committee

There will be a joint union stewards/management committee consisting of two (2) employer and two (2) union representative (or more by mutual agreement) that shall meet once every two (2) months (or sooner by mutual agreement) at a mutually agreeable time and place. Time limits may be extended by mutual agreement.

6.2 Function of the Committee

The committee shall concern itself with the following general matters:

- a) Considering on a constructive basis issues relating to the workplace that affect the parties to this agreement or any employee
- b) Improving and extending services to the public
- c) Promoting safety and sanitary practices

6.3 Meetings of the Committee

Members shall receive a notice of the meeting at least forty eight (48) hours in advance of such meetings.

Employees shall not suffer any loss of pay for time spent at such meetings.

6.4 Minutes of Meetings

Minutes of each meeting of the committee shall be recorded and distributed to the parties as promptly as possible after the close of the meeting, but in no case will minutes be delayed beyond one (1) month from the close of each session.

6.5 Jurisdiction of the Committee

- a) The committee shall not have jurisdiction over wages, or any matter of the collective bargaining, or matters filed under the grievance procedure.
- b) The committee shall not supersede the activities of any other committee of the union or the employer and does not have the power to bind either the union or its members or the employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the union and employer with respect to its discussions and conclusions.

ARTICLE 7 - HEALTH AND SAFETY

The employer agrees to institute and maintain all necessary precautions to provide every employee a safe and healthy workplace.

The employer shall comply with all applicable provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

7.1 General Responsibilities

The Employer agrees to ensure the health and safety of all workers working at the employer place of business and to comply with the applicable regulations and orders as may be deemed appropriate pursuant to the legislation. The Union agrees to work cooperatively in this regard.

7.2 Joint Health and Safety Committee

- (a) A Joint Health and Safety Committee shall be established which will be comprised of two (2) members selected by the Union and two (2) members selected by the Employer. Additional members will be added should the Union and the Employer determine that additional members are necessary in the particular circumstances.
- (b) Two co-chairpersons shall be selected from and by the members of the committee. One of the co-chairpersons shall be a union member and the other a company representative.
- (c) The Committee shall assist in creating a safe and healthy place to work and as such will make written recommendations which will be designed to improve the effectiveness of health and safety at the worksite and compliance with the appropriate government regulations. The employer will respond to any such written recommendations made by the committee within twenty-one (21) days indicating acceptance of the recommendation(s) or by giving the employer's reasons for not accepting the recommendation(s).

7.3 Duties and Functions of the Joint Committee in relation to the Workplace

- (a) To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
- (b) To consider and expeditiously deal with complaints relating to the health and safety of workers;
- (c) To consult with workers and the employer on issues related to occupational health and safety and occupational environment;
- (d) To make recommendations to the employer and the workers for the improvement of the occupational health and occupational environment of workers;
- (e) To make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with appropriate legislation and regulations and to monitor their effectiveness;
- (f) To advise the employer on programs and policies required under the regulations for the workforce and to monitor their effectiveness;

- (g) To advise the employer on proposed changes to the workplace of the work processes that may affect the health or safety of workers;
- (h) To ensure that accident investigations and regular inspections are carried out as required by the applicable legislation and regulations;
- (i) To participate in inspections, investigations and inquiries as provided in the applicable legislation and regulations;
- (j) To carry out any other duties and functions prescribed by applicable regulation;
- (k) To meet once per month and record minutes of each meeting, which will be posted on bulletin boards following such meetings.

7.4 Participation In Inspections, Investigations or Inquiries

A worker representative had the right to be present for all inspection, investigation or inquiry at the workplace. If a worker representative is not available another worker representative, identified by the Union, may be designated to attend such inspection, investigation or inquiry at the workplace.

7.5 Right to Refuse Unsafe Work

No employee will be required to perform unsafe work. Any refusal to perform such work must be immediately identified to the employer and the refusal will be dealt with in accordance with the applicable legislation and regulations. The Employer and the Union agree to monitor any changes to the legislation and/or regulations during the term of this agreement and to ensure compliance should the current legislation and/or regulations change.

7.6 Education Leave

Each member of the joint committee is entitled to an annual educational leave totalling eight (8) hours, or longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board. The employer will provide such leave under this section without loss of pay or other benefits and will pay for, or reimburse the worker for, the cost of the training course and the reasonable costs of attending the course.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 Just and Reasonable Cause

Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

8.2 Unsuitability During Probation

During the probation period specified in this agreement, an employee may be discharged if they are unsuitable for continued employment as set out in the probationary clause.

8.3 Union Notified

In the event that an employee other than probationary is discharged or suspended for just and reasonable cause the union will be notified in writing and provided with the reasons for discipline.

8.4 Shop Steward Present

In the event the Employer chooses to implement discipline in the form of a suspension or discharge, the Employer will have a shop steward present during such a meeting. When the Employer decides to call a meeting to issue a written warning a shop steward shall be present. Copies of all disciplinary warnings including termination letters shall be provided to the shop steward and/or the Union.

All disciplinary meetings will be arranged by mutual agreement between the Employer and the shop steward/Union Representative, except where the Employer is required to act immediately on a suspension or discharge and no shop steward/Union Representative is readily available.

8.5 Removal of Discipline

Written warnings will be deleted from the employees file after twelve (12) months free of discipline. Suspension will be deleted from an employee's file after twenty four (24) months free of discipline.

8.6 Acknowledging Receipt of Discipline

Whenever an employee signs a disciplinary document he/she does so only to acknowledge receipt of the disciplinary document.

ARTICLE 9 - GRIEVANCE/ARBITRATION PROCEDURE

9.1 Definition

A "grievance" means any difference between the parties bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this agreement. All grievances shall be finally and conclusively settled in the manner set out in this article without slowdown or stoppage of work.

9.2 Informal Step

Prior to filing a written grievance as an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with management. At the employees' option, the employee may be accompanied by the shop steward.

9.3 Step #1

- a) At this step notice of grievance in writing must be filed with a person designated by the employer within seven (7) calendar days of the event giving rise to the grievance or the date on which the employee first has knowledge of it.
- b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision(s) of the agreement which have been violated.
- c) The supervisor or his/her authorized representative shall reply to the grievance in writing within five (5) calendar days from the date it was received.

9.4 Step # 2

- a) Failing a satisfactory settlement at Step #1, and within five (5) calendar days of receipt of the employers' reply at Step #1, the employee may advance the grievance to Step # 2. The manager or his/her authorized representative, accompanied if so desired by other representatives of the employer, will meet with the grievor, the shop steward and the union representative in an attempt to reach a settlement.
- b) The manager, or his/her authorized representative, shall reply to the grievance within seven (7) calendar days. If a satisfactory settlement is not reached at Step #2, then the union may advance the grievance to arbitration provided written notice is given to the employer within thirty (30) calendar days following receipt of the employers reply at Step #2.

9.5 Grievances Filed at Step 2

Group, Policy, Suspension or Discharge grievances shall be submitted to Step 2 of the grievance procedure.

9.6 Time Limits

The parties agree to make every reasonable effort to submit or advance all grievances within the time limits set out in this article. Time limits may only be extended by mutual agreement.

9.7 Arbitration Procedure

Any grievance arising out of this agreement which cannot be settled by the company and the union, under the grievance procedure as per Article 9 of this agreement, shall be determined in the following manner:

- a) The parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code of B. C. The company and the union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice as required in clause 9.04. The parties agree to first consider arbitrators listed below.

Arbitrators: 1. W. Moore
 2. B. Blasina
 3. B. Foley
 4. J. Dorsey

- b) In the event that the parties fail to agree on the choice of the arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- c) Should the parties request the appointment of an arbitrator pursuant to the Labour Code of B.C., the parties agree to be bound by the process as set out in that section of the code.
- d) The decision of the arbitrator shall be final and binding on both parties.
- e) Each party shall bear half (1/2) the cost of the arbitrator and each party shall pay its own costs.
- f) The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

ARTICLE 10 - SENIORITY AND PROBATION

10.1 Seniority

- a) For the purpose of this agreement seniority means the length of continuous service with the Employer since his/her last date of hire (i.e. date entered service) and/or entry date into a classification (classification seniority) except as expressly provided herein. Under no circumstances will an employees' date of hire for seniority purposes be prior to April 1, 1990.
- b) The Employer will prepare seniority lists (entrance and classification) of all employees in the bargaining unit and will provide such lists to the Union within thirty (30) days of the signing of this agreement. Thereafter a seniority list will be provided to the union by August 15th and February 15th of each year. New employees will be added to the list at the time they obtain seniority.
- c) At the time of posting the seniority list the Employer will provide the Union with a list of all employees which will include their addresses and phone numbers.

10.2 Eligibility for Seniority

A probationary employee does not have seniority during the probationary period, but upon successful completion of the probationary period the employees' seniority shall be calculated from the date of hire.

10.3 Seniority Accrual

- a) Seniority will accrue on the basis of length of service. When determining what is to be counted as time worked for the purpose of accruing seniority, the following shall be included:
 - i) any time which is paid for by the Employer
 - ii) time off which is the result of an injury or illness for which Workers' Compensation Board benefits are payable
 - iii) time spent on an educational course approved by the Employer, acting as a member of the unions' negotiating committee, or on short term leave under the provisions of article 16 of this Collective Agreement.
 - iv) time off up to two-hundred forty (240) calendar days resulting from a non-occupational illness or injury

- v) time spent on pregnancy/parental leave in accordance with Employment Standards.
 - vi) the first one hundred twenty (120) calendar days of any authorized leave of absence.
- b) Classification Seniority will accrue in a classification at the time the employee is qualified in that classification. An employee who leaves a classification to work a majority of their hours, over a period exceeding three (3) months, in another classification, will see their seniority frozen in the classification the employee left. Classification seniority will continue to accrue in both classifications, where an employee is temporarily relieving in the position of an employee off on a temporary approved leave of absence. Seniority accrual set out above will also apply.

10.4 Loss of Seniority

- a) An employee will lose all seniority rights where that employee:
- i) voluntarily terminates their employment.
 - ii) is discharged for just and reasonable cause.
 - iii) is on layoff for more than 12 months.
 - iv) the employee does not return to work on the date specified following an approved leave of absence.
 - v) is promoted to a position outside the bargaining unit for a period exceeding three (3) months.
 - vi) the employee does not return to work within ten (10) calendar days in accordance with 11.03 (c).

10.5 Probationary Period

- a) Newly hired employees will not accumulate any seniority until the probationary period has been served. Once the probationary period has been completed the employee will then be placed on the seniority list. Such a period of probation will be for a period of three (3) months. Upon completion of the probationary period, if successful, the employee will have his/her seniority back dated to the date of the commencement of the probationary period.
- b) 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.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Layoff

Both parties recognize that job security will increase in proportion to length of service. Where the employer deems it necessary to lay off employees, employees will be laid off in reverse order of seniority in the classification in which the employer determines the layoffs will occur.

The notice of layoff provision as set out above will not have to be provided by the employer when the layoff of employees is caused by an Act of God.

11.2 Bumping From Layoff

- a) An employee laid off within his/her classification may choose to displace a junior employee in an equivalent or lower classification providing the employee is qualified to perform the duties of the classification to which the employee wishes to displace into and has seniority in the classification.
- b) An employee wishing to exercise displacement rights under a) above must advise the employer in writing of his/her choice within two (2) working shifts or within one (1) calendar week of receipt of the notice of layoff whichever comes first.

11.3 Layoff and Recall

- a) a laid off employee shall retain his/her seniority and recall rights for a period of twelve (12) months after the effective date of layoff.
- b) an employee who is on lay off and wishes to be considered for work must ensure that the employer at all times is aware of the employees current address and telephone number.
- c) the employer agrees that recall notification will be by registered mail. An employee failing to report for duties within ten (10) calendar days of the date the letter was registered shall be considered to have resigned from the service without notice.
- d) A copy of the written recall notice sent to a laid off employee pursuant to paragraph (c) above shall also be provided to the union.

ARTICLE 12 - FILLING VACANCIES

12.1 Postings

Job vacancies will be posted for a period of five (5) calendar days.

12.2 Definition of a Vacancy

In order for a position to be considered vacant, the position must have come available on a permanent basis. Should this occur the provisions as set out below will apply.

Job Posting Information

- (a) The posting shall contain the following information:
- (i) the job classification;
 - (ii) the general outline of the duties and responsibilities;
 - (iii) the anticipated hours of work per week, if known;
 - (iv) the anticipated shifts to be worked, if known;
 - (v) the applicable wage rate;
 - (vi) the dead line for receiving applications.

12.3 Appointments to a Vacancy

Appointments to vacancies, as per this article, shall be made by the employer to the fully qualified applicant who in the judgement of the employer, is fully qualified to perform the work required to fill the vacancy. Qualifications shall include the skill, knowledge, ability to do the work and assessment of past performance to efficiently meet the requirements of the vacant position. When the employer determines the qualifications of two (2) or more applicants to be equal, then the applicant with the most seniority will be assigned to fill the vacancy.

12.4 Employee Returning to Previous Position

Employees not retained in a position by the employer, or employees who voluntarily elect to give up their rights to the position for which they are training, providing it is within the applicable training period pursuant to Appendix A Wage Progression, will be returned to their former position, and any employee affected thereby will be returned to their previous position on the same basis. The original position will be filled in accordance with the applicable provision contained in the Collective Agreement.

12.5 Applicants From Outside

In the event that no internal applicant meets the requirements of the posted vacancy, the Company reserves the right to fill the vacancy from outside. The Company may also advertise the vacant position at the same time as the internal selection process is underway.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.1 Definitions

- a) A work day is any calendar day and is defined as a twenty-four (24) hour period commencing at 12:01 am on any given day, and hours worked beyond midnight on any given day will be hours which will be deemed to have been worked on the day in which the shift commenced.
- b) A work week is defined as a calendar week commencing at 12:01 am Sunday. Hours worked beyond midnight Saturday will be hours deemed to have been worked in the week in which the work day commenced.

Notwithstanding the above, shift lengths/schedules may be changed at the employers discretion subject to the requirements of the operation, including unanticipated employee absences.

13.2 Normal Straight Time Hours Worked

Normal straight time hours of work assigned by the employer shall conform with the following guidelines:

- a) not more than eight (8) hours in any one (1) day
- b) not more than five (5) working days in any seven (7) day period
- c) not more than forty (40) hours in any week

13.3 Split Shifts

Where split shifts are required by the employer they will conform with the following guidelines:

- a) no shift of less than four (4) hours will be split
- b) no shift may be split more than once
- c) no part of a split shift shall be less than two (2) hours
- d) all split shifts must be worked within a twelve (12) hour period.

13.4 Meal Breaks and Rest Periods

- a) Employees working more than two (2) hours up to and including five (5) hours will be provided with one (1) twenty (20) minute paid break.
- b) Employees scheduled to work in excess of five (5) hours will be provided with one (1) additional twenty (20) minute paid break.
- c) Paid breaks will be taken as set out in the posted schedule.

The parties to this agreement agree that the break periods set out above are provided for in lieu of a meal period. The union will indemnify and save harmless the employer with respect to any liability which may arise as a result of the employer scheduling twenty (20) minute paid breaks in lieu of one half (1/2) hour meal period.

13.5 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) Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall be paid at time and one half (1 ½) the regular rate.
- c) The employer shall pay time and one half (1 ½) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Double time (2 x) will be paid for work in excess of eleven (11) hours per day and forty eight (48) hours per week.

13.6 Assignment of Overtime

- a) The employer and the union agree that they have a mutual interest in ensuring the efficient and hospitable operations of the business.
- b) When scheduled hours have been vacated due to an unexpected absence of an employee or in an emergency, the employer will endeavour, where practicable, to cover such hours necessary to ensure proper and efficient operations.

13.7 Maximizing Shifts

- a) The parties agree that it is not the intention through the application “Maximizing Shifts” under this article to restrict the employer from having the required number of employees qualified and available to perform work in all the classifications required in order to maintain the efficient running of the operation. As such the parties agree that two (2) shifts, designated by the Employer, in each classification will be excluded from maximizing and will not be made available for such a purpose. These designated shifts will be utilized for the purpose of maintaining a minimum number of qualified available individuals for work in each classification.
- b) Employees will be permitted to maximize their hours of work by claiming a shift which has become available through a temporary vacancy which is expected to exceed fourteen (14) calendar days. Additionally, employees will be permitted to maximize their hours in accordance with this article respecting annual vacation periods which have been scheduled and approved in accordance with the annual vacation article contained in this collective agreement.
- c) Employees will be permitted to maximize their hours of work to either a permanent vacancy or temporary vacancy in accordance with this article, providing the employer does not incur an overtime payment and without disruption to the operational shift schedules in place at the time the maximizing opportunity occurs.
- d) Respecting temporary vacancies, when the employee who held the shift prior to the vacancy being created returns to work, the employee(s) who have maximized to the vacancy will relinquish the temporary shifts held during the absence.

Pursuant to this article, employees wishing to maximize their hours of work into an eligible vacancy will be allowed to do so by first exercising their classification seniority within the classification in which the vacancy occurs. Only employees within the classification at the time the vacancy occurs will be allowed to exercise their seniority into the position. If no employee within the classification elects to maximize into the vacancy, employees in other classifications who have expressed an interest in maximizing their hours, and who possess the skill, ability, and knowledge, will then be considered for the vacancy. If the qualifications are deemed by the employer to be equal, the most senior employee will be permitted to exercise.

- e) Employees may exchange shifts with prior authorization of the employer.

13.8 Work Schedules and Shift 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:
 - employee's name
 - days off
 - 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 to inform himself/herself of the information contained in the posted work schedule.
- c) In the event the employer changes the next scheduled shift of an employee who is not at work the employer will be responsible for notifying the employee of the change. Employees are obligated to keep the employer advised of the employee's current address and phone number.
- d) Employees Responsibility: Work Start Time
 - i) Employees shall be in their respective assigned work locations, ready to commence work at their designated starting times, and they shall not leave their work locations at times or in a manner inconsistent with the terms of this agreement.
 - ii) Shift schedules will be posted by the end of the business day on Thursday of each week.

13.9 Minimum Call-In

Notwithstanding the provisions set out in 13.3 split shifts above, the Employer shall pay a minimum of four (4) hours pay to an employee who commences work on time except in circumstances where the employee is unfit to work or fails to comply with the Workers' Compensation Act or regulations or the work is suspended for reasons beyond the control of the Employer. In cases beyond the control of the Employer the employee will be paid a minimum of two (2) hours pay.

ARTICLE 14 - STATUTORY HOLIDAYS

14.1 Statutory Holidays

An employee shall receive pay as determined pursuant to this article for the Statutory Holidays set out below:

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

and any other Statutory Holiday proclaimed by the federal government or the government of British Columbia.

14.2 Eligibility for Statutory Pay

- a) To be eligible for Statutory Holiday pay or premium pay for working on a statutory holiday an employee must have been employed for at least thirty (30) calendar days immediately preceding the holiday.

14.3 Calculation of Payment for a Statutory Holiday

- a) An employee who qualifies for Statutory Holiday pay in accordance with this article will receive Statutory Holiday pay in an amount equal to his/her average daily straight time wages as determined by the average number of hours worked per day during the (30) days immediately preceding the Statutory Holiday, but in no case will an employee receive an amount greater than eight (8) hours at his/her straight time basic hourly rate. For the purpose of this article hours worked per day will include all hours for which the employee receives compensation. For example, an employee who actually works an average of four (4) hours per day and who takes vacation during the thirty day period referred to above, will be deemed to have worked an average of four (4) hours per day on those days of vacation that he/she would otherwise have worked.
- b) An eligible employee who has worked at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday calculated by dividing the total wages earned in the 30 day period (excluding overtime) by the number of days worked.
- c) An eligible employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay calculated by dividing the total wages earned in the 30 day period (excluding overtime) by 15.

14.4 Employees Scheduled to Work on a Statutory Holiday

Where an eligible employee is scheduled to work on a Statutory Holiday, pay for work actually performed by such scheduled eligible employees on any of the Statutory Holidays referred to in this article will be at one and a half times (1 1/2) the employees straight time basic hourly rate of pay for all hours worked up to eleven (11) hours in a day. All hours worked in excess of eleven (11) hours in a day will be at the rate of two (2) times the employees' regular rate.

ARTICLE 15 - ANNUAL VACATIONS

15.1 Vacation Entitlement

Employees are entitled to annual vacation and annual vacation pay according to their completed years of service, calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 4 years	2 weeks	4 %
4 years but less than 9 years	3 weeks	6 %
greater than 9 years	4 weeks	8 %

Casual employees will receive an annual vacation pay to which they are entitled with their regular cheques for each pay period.

15.2 Vacation Scheduling

- a) Employees will be provided an opportunity to request vacation entitlement for the coming calendar year and will do so in writing no later than March 31st of the year in which the vacation is to be taken. The Employer will grant vacation requests in writing based on seniority in accordance with the efficient operation of the business.
- b) The Employer and employees both recognize the value and purpose behind vacation leave and as such no vacation entitlement will be carried over in to the next calendar year. Employees will be required to exhaust all vacation leave prior to the end of the vacation year in which the vacation is to be scheduled.
- c) If the employee has not put in a request(s) for all of their vacation entitlement by September 15 of each year, the Employer shall be permitted to schedule the remaining time as they deem appropriate.
- d) Employees shall be permitted to take vacation in periods of single or multiple weeks in accordance with the efficient operation of the business. The Employer will not act unreasonably in this regard.

ARTICLE 16 - LEAVE OF ABSENCE

16.1 Leave of Absence

- a) The Employer will consider all requests for leaves of absence from employees and, at its discretion, may grant a leave without pay unless otherwise noted in this agreement. Such requests must be made in writing at the earliest opportunity, but in no case less than fourteen (14) calendar days prior to commencement of the requested leave, with the exception of Bereavement leave. Leaves will not be unreasonably withheld.
- b) Employees are expected to return to work immediately upon the expiry of their leave of absence. Any employee who does not return from a leave of absence without a valid and reasonable excuse will be deemed to have terminated their employment with the employer.
- c) The Employer agrees to advise the shop steward when a member of the bargaining unit takes a leave pursuant to Article 16.1.

16.2 Leave for Union Officials

Subject to operational requirements the Employer shall grant a leave to an employee who is an appointed or elected to a union office, without pay or benefits, without loss of seniority for a period up to and including one (1) year. Such leave shall be renewed each year based on written request from the employee. Such leaves shall require thirty (30) days written notice, signed by an official of the union.

16.3 Leave for Union Business

The Employer agrees to grant leaves of absence without pay to employees for the purpose of attending union business functions provided that, in the judgement of the employer, operational efficiencies can be met within the limits of the existing available workforce.

16.4 Conventions and Educational Leave

- a) The Employer, upon receipt of written notice from the union, shall grant a leave of absence without pay to not more than one (1) employee who is selected as delegate to attend union conventions. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

- b) The Employer, upon written notice from the union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time to attend bona fide shop steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leave.

16.5 Bereavement Leave

- a) A non probationary employee will be granted three (3) days off without loss of pay in the event of the death of a member of his/her immediate family. Upon notification, further time off without pay will not be unreasonably withheld.
- b) "Immediate Family" shall be understood to include the employees' mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, father in law, mother in law, grandparents, grandchild.
- c) Pursuant to a) above it is understood that the purpose of bereavement is to be used to attend to matters/events arising from the death in the immediate family. Abuse of the intent of this article will be subject to discipline.

16.6 Jury and Witness Duty

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received, shall continue to receive full wages for such a period of time. To be eligible for this clause an employee must have attained seniority with the employer.

16.7 Compassionate Leave

In the case of serious illness in the family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay. Such leave of absence without pay shall not exceed thirty (30) days.

16.8 Pregnancy/Parental Leave

(A) Pregnancy Leave

- (1) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - a) beginning
 - i) no earlier than eleven (11) weeks before the expected birth date, and
 - ii) no later than the actual birth date, and

- b) ending
 - i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii) no later than seventeen (17) weeks after the actual birth date.
- 2) An employee who requests leave under this Clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses (1) and (2).
- 4) A request for leave must:
 - a) be given in writing to the Employer,
 - b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (3).
- 5) A request for a shorter period under sub-clause (A)(1)(b)(i):
 - a) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(B) Parental Leave

- 1) An employee who requests parental leave under this clause is entitled to:
 - a) for a birth mother who takes leave under (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave under (A) unless the Employer and employee agree otherwise;
 - b) for a birth mother who does not take leave under (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - d) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition(s) requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-clause (1).
- 3) A request for leave must:
 - a) be given in writing to the Employer;
 - b) if the request is for leave under sub-clause (1) (a), (b) or (c) be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4) An employee's combined entitlement to leave under clause A of this article and this section is limited to 52 weeks plus any additional leave the employee is entitled to under clause A(3) or clause A(2) above.

(C) Duties of Employer

- 1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- 2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part:
 - (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.
- 3) As soon as the leave ends, the employer must place the employee
 - (a) in the position the employee held before taking leave under this clause, or
 - (b) in a comparable position.
- 4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with sub clause (3) as soon as operations are resumed.

(D) Jury Duty

If an employee is required to attend as a juror, the employer has the same duties under clause (c) (2) to (4) in relation to the employee as if that employee were on leave under this part.

(E) Employment deemed continuous while employee on leave or jury duty:

- 1) The services of an employee who is on leave under Clause 16.8 are deemed to be continuous for the purposes of:
 - (a) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (b) any pension, medical or other plan beneficial to the employee.
- 2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:

- (a) if the employer pays the total cost of the plan;
 - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- 3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
 - 4) Sub clause (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under Clause 16.8.

16.9 Leave for Union Bargaining Committee

The Union shall select two (2) bargaining unit members who shall be granted upon reasonable notice, a leave of absence without pay, without loss of seniority and without loss of benefits pursuant to Article 19, to attend all committee meetings related to the negotiation and ratification of a revised Collective Agreement. Time spent under this provision will be considered qualifying time pursuant to Article 14.

Employees shall be elected or appointed by the Constitution and By-laws of the CAW Local 3000.

ARTICLE 17 - WAGES

17.1 Wage Rates

Wage rates covering classifications contained in this collective agreement are set out in Appendix A.

17.2 New Job Classifications

- a) The Employer maintains the right to implement new job classifications if deemed required.
- b) In the event that a new job classification is created and a wage rate assigned, both of which are not specifically set out in this agreement, the employer will advise the union of the change prior to the change taking place. Should the union disagree with the decision of the employer, the union may invoke the provisions of the grievance procedure as defined in this agreement.

17.3 Employees Working In Two Or More Classifications

- a) Any employee required by the employer to perform work classified at a higher rate of pay shall receive such higher rate while working in the higher rated position provided the employee works more than two (2) hours in the higher rated position.
- b) An employee required by the employer to perform work classified at a lower rate of pay shall receive their regular rate of pay while working in the lower rated classification.

ARTICLE 18 - PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

18.01 Payment of Wages Upon Termination, Layoff or Resignation

- a) When an employee resigns the employer will pay all wages owing to the employees within six (6) calendar days of the date of their resignation.
- b) When an employee is laid off or their services are terminated the employer shall pay all wages owing to the employee within forty eight (48) hours, exclusive of Saturdays, Sundays, or holidays.
- c) When an employee is laid off or their services are terminated, upon receipt of a written request from the employee the employer will provide reasons for the layoff or termination.

ARTICLE 19 - EMPLOYEE BENEFIT PLANS

19.1 Eligibility

To be eligible to participate in any of the following benefit plans, an employee must have completed his/her probationary period and must be regularly scheduled by the employer to work a minimum of twenty five (25) hours per week, and must be less than sixty five (65) years of age.

19.2 Benefit Coverage

The Employer will provide the following benefit coverage as outlined below:

- Basic Medical Services Plan of British Columbia
- Extended Health Coverage
- Life Insurance Coverage
- Accidental Death Coverage
- Dependent Life Coverage
- Dental Plan

Note: Medical Services Plan, Extended Health and Dental Plan coverage are optional providing the employee is already covered by another benefit plan and providing the employee signs a waiver in accordance with the plan document.

All of the above coverage will be provided in accordance with the Insurance Carrier Plan document.

19.3 Payment of Premiums

The following coverage will be provided on the following cost share basis.

	<u>Employer</u>	<u>Employee</u>
MSP	100 %	0 %
Dental Plan	70 %	30 %
Extended Health	70 %	30 %
Life Insurance	70 %	30 %
Accidental Death	70 %	30 %
Dependent Life	70 %	30 %

Note: Employees with over six (6) years continuous service, the Employer will pay one hundred percent (100%) of benefit premiums listed above.

The Employer will provide enhanced Dental Plan Coverage to all eligible employees who qualify in accordance with Article 19 on a seventy-five percent (75%) / twenty-five percent (25%) cost share basis, effective January 1, 2008 for the following dental coverage:

Dental Coverage:

Basic Dental Coverage (Remains unchanged)

Major Dental Coverage (New provision) – Includes crowns, bridges and dentures, including repairs, relining and re-basing of existing dentures. Existing dentures are subject to an “open space limitation” for the period of one (1) year.

Allowable costs covered by the provision listed above (i.e. Dental Coverage) is up to a maximum combined coverage of two thousand dollars (\$2000.00) per year.

19.4 Vision Care

The Employer will provide a vision care plan which provides for payment of up to two hundred dollars (\$200.00) every twenty-four (24) months. This amount will apply to the cost of eyeglass frames and lenses. An additional amount will be provided by the Employer for one eye examination during the same twenty-four (24) month period up to the usual and customary amount (currently approximately eighty-five dollars (\$85.00) effective the 1st day of the month after ratification.

19.5 No Change to Benefits

The benefits set out in this article and the eligibility for such benefits shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the Employer.

ARTICLE 20 - MISCELLANEOUS

20.1 Election Days

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for federal and provincial elections.

20.2 Employee Attendance at Staff Meetings

- a) Where an employee is directed by the employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance unless the time spent in the meeting results in the employee working more than eight (8) hours in a day or more than forty (40) hours in a week.
- c) Where the attendance of an employee at a staff meeting is voluntary in response to an invitation and not a direction of the employer, the employer is not obligated to compensate the employee for the time spent in such attendance.
- d) Where an employee is directed by the employer to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for a minimum of two (2) hours or for all actual time spent in the meeting if over the two (2) hour minimum, providing the employee attends the meeting on time and remains for the duration.

20.3 Impact of Legislation

- a) In the event that existing federal or provincial legislation makes invalid any provisions of this agreement, the remaining provisions shall remain in effect for the term of the agreement. The employer and the union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

- b) In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

20.4 Labour Relations Code-Section 50 (2) and 50 (3)

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

20.5 Recognition of a Legal Picket Line

- a) An employee covered by this agreement shall have the right to refuse to cross a legal picket line established by other employees where a legal strike or lockout is in effect.
- b) Refusal to cross such a legal picket line shall not be grounds for disciplinary action other than loss of wages for the persons involved.

20.6 Copies of the Collective Agreement

The Employer agrees to pay the cost of photocopying the Collective Agreement.

20.7 Employees Access to Their File

The Company agrees that an employee shall have access to view his/her personal file provided the employee provides reasonable notice, in writing, to the employer, when requesting such access. Access will not be unreasonably withheld. Employees viewing his/her file will do so outside of their working hours.

20.8 Sick Days

- a) Regularly scheduled employees working full time shifts, (ie. Four (4) or more shifts per week) and having completed two (2) years of service will be entitled to one (1) sick day for every six (6) months worked.
- b) Calculation of the six (6) month period will commence January 1, 2007. Employees will be allotted one (1) sick day effective January 1, 2007, provided they qualify as set out in (a) above and additional days will be allotted as follows: one (1) day July 1, 2007. This pattern will repeat in each year of the contract.
- c) Unused sick days will be paid out in January of each year at one hundred percent (100%) of their value based on the employee's rate of pay at the time earned.
- d) Sick days will not be carried over into the following calendar year.

- e) A sick day may include one in which an employee reports for work but does not commence their shift or complete their shift.
- f) Sick time will be paid out in lieu of time absent from work for illness and injury only, exclusive of WCB approved injuries.
- g) Sick time will be paid out at the employee's regular base rate of pay exclusive of overtime.

ARTICLE 21 - NO STRIKES OR LOCKOUTS

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work. The Employer agrees that during the term of this Agreement there will be no lockout.

ARTICLE 22 - TERM OF AGREEMENT

- a) This Agreement shall be for the period from January 1, 2007 to and including December 31, 2009.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present agreement shall continue in full force and effect until:
 - i) the Union commences a legal strike; or
 - ii) the Employer commences a legal lockout; or
 - iii) the Parties enter into a new or further Agreement.

Signed this day of **2007.**

FOR CHILLIWACK BINGO:

FOR CAW LOCAL 3000:

Fran Heagy, General Manager

Lynne Easton, Committeeperson

Nancy Palmer, Committeeperson

Jean Van Vliet, Local 3000 President

Kevin Hancock, National Representative

APPENDIX A

Wage Rates

CLASSIFICATIONS	JAN. 1/07	JAN. 1/08	JAN. 1/09
Coordinator	15.95 (2.25%)	16.31 (2.25%)	16.68 (2.25%)
Caller	14.64 (2.25%)	14.97 (2.25%)	15.31 (2.25%)
Sellers	11.23 (3.5%)	11.59 (3.25%)	12.00 (3.5%)
Lottery	10.16 (2.25%)	10.39 (2.25%)	10.65 (2.5%)

Retroactive

Retroactive payment from January 1, 2007 to date of ratification will be paid to each eligible bargaining unit member holding seniority in the bargaining unit at effective date of ratification.

Wage Progression

New employees while on probation will be paid at seventy-five percent (75%) of the classification rate in which they are working. At no time will a rate be paid which is below the minimum rates established under the Employment Standards Act of British Columbia.

Employees training to qualify in a higher paying classification will be paid at eighty percent (80%) of the classification rate in which they are training. The employee's period of training will not exceed two (2) months.

In the application of this clause no employee will receive a rate of pay which is less than the rate they receive prior to the training period.

LETTER OF UNDERSTANDING

RE: AVAILABILITY LIST

An Availability List will be posted along with the work schedule for each pay period. The purpose of this list is for staff to indicate by signing the sheet for days and hours they would be available for additional shifts as a result of unscheduled absences or unanticipated circumstances.

Shifts that become available will be assigned to staff who have signed on to the availability list, in the following order:

1. Part Time staff that do not have a full complement of shifts on the schedule.
2. Full Time staff that are on a short week.
3. Full Time staff.
4. Staff from other classifications with experience sufficient in the classification required.

In following with the above procedure if contact is not made with an employee the Employer will leave a message when possible but will continue to call other employees.

Where there is more than one employee in any one of the above four categories the Employer will offer the work by seniority, except where overtime would be incurred.

Staff that have not signed onto the availability list will only be called once all other eligible employees on the list have been approached.

Signed this day of 2007.

FOR CHILLIWACK BINGO:

FOR CAW LOCAL 3000:

Fran Heagy, General Manager

Lynne Easton, Committeeperson

Nancy Palmer, Committeeperson

Jean Van Vliet, Local 3000 President

Kevin Hancock, National Representative