

COLLECTIVE AGREEMENT

Between

**EDGEWATER CASINO LP
(hereinafter referred to as the EMPLOYER)**

And

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 3000
(hereinafter referred to as the UNION)**



DECEMBER 5, 2007 – DECEMBER 5, 2010

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ARTICLE 1 – INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 19 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including **December 6, 2007 to and including December 5, 2010.**

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.
- (b) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions

of employment, which would be inconsistent with the express terms of this Agreement.

2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) AND 50(3) EXCLUDED

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

2.03 STRIKES AND LOCKOUTS

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

2.04 CONTRACTED SERVICES

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

2.05 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies makes invalid any provision of this Agreement, the remaining provisions shall remain in effect 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, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies.

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

3.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code of British Columbia*.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

The current practice of persons whose regular job is not in the bargaining unit performing bargaining unit work for the practical and efficient operation of the casino will continue for the duration of the Collective Agreement.

It is not the Employer's intent to erode the bargaining unit.

3.04 UNION BUTTONS

An employee may wear a union lapel pin, a shop steward lapel pin, or a union button without being disciplined. The union button may not exceed the size of a loonie and will not carry political, protest, or other slogans.

3.05 UNION INVESTIGATION

- (a) The Employer shall allow a properly authorized representative of the Union to investigate issues under this agreement. The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (b) When access is required for the purposes of such an investigation, the Union representative will be required to obtain the prior written (faxed)

permission of the Casino Operations Manager or Floor Manager to visit the premises, such request to be responded to as soon as possible and in any event within 12 hours of the request, and such permission not to be unreasonably withheld.

- (c) The investigation must not result in any disruption of the Employer's operations, and it must not result in any employee or employees neglecting their assigned work duties and responsibilities.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

All employees who were members of the Union on the date that their classification became certified by the Union, or who have become employees (i.e. new hires) in that classification after the date on which the classification became certified by the Union, shall become and/or remain members in good standing as a condition of employment.

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each employee of the Union security and check-off provisions provided for in this Collective Agreement and have such employee sign a union card. Signed union cards shall be forwarded to the Union as per Article 4.04(c).
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union according to the Union's National Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (d) 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.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

4.04 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer agrees to record the amount of union dues deducted on each employees T4 slip.

4.05 UNION SECURITY

Upon written request the Company will supply to the Local Union office in New Westminster an up-to-date list of names, addresses, postal codes, and phone numbers **and email addresses** for all employees in the bargaining unit, **provided employees have signed an authorization permitting same or provided the Privacy Act permits the disclosure of such information.**

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize **ten (10) Shop Stewards**. **The Union will ensure that there is normally at least one (1) steward actually working on each shift. If this requires that a small number of additional stewards be temporarily appointed the Employer shall also recognize these temporary appointees.** The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the name of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The necessary time which is spent by Stewards during their regular working hours (as approved by management), reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied.
- (d) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (e) **The Employer shall provide on-site office space for the Union to be used by both the Union's shop stewards and the employees Tip Committee. The parties will look to alternate space for the Union office (e.g. smoke room if and when it becomes available). This office will be supplied with a desk, chair, filing cabinet, computer, internet connection and telephone for the Union's usage.**

5.02 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a **quarterly basis, unless the parties mutually agree that more frequent meetings are required**, to review problems that may arise concerning the application and operation of the Collective Agreement. It is agreed that the Union's local staff representative **and/or the National Union's Staff Representative** may attend these meetings.
- (b) The meetings referred to in Article 5.02(a) shall consist of not more than **six (6) management representatives, and not more than one (1) shop steward per department, and the meetings will be scheduled outside the scheduled working hours of the shop stewards. Attending shop stewards shall be paid straight time wages for all time spent in these meetings.**
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) When the Shop Chairperson and the Management Representative agree that there are no problems, it will not be necessary to convene the quarterly meetings.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the *Labour Relations Code*.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

- 6.01 The Union recognizes the right of the Employer to direct the workforce in all respects, including scheduling, promotion, demotion, transfer, discipline, and discharge. Management rights must be exercised in good faith.
- 6.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects.
- 6.03 The Employer also reserves the right to supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees. It is agreed that the rules and regulations may cover all aspects of the operation of the casino, including the procedures for dealing the games, and it is further agreed that the Employer is entitled to make any changes which may be necessary or desirable in order to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.

It is mutually agreed that the Employer will post house rules for the conduct of employees and file a copy of those house rules with the Union before enforcing

same. Filing with the Union Office is accomplished by delivery of a copy of the house rules through registered mail.

- 6.04 Management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement.

ARTICLE 7 – ADMINISTRATION

7.01 NEW CLASSIFICATIONS

If the Employer establishes a new job classification in the bargaining unit which is not included in Appendix A of this Agreement, the Employer will notify the Union of the new position and the proposed wage rate for the position. The parties will then discuss the proposed wage rate for the new position, and if the parties agree on the new wage rate it will be added to Appendix (A). If the parties are unable to agree on a wage rate for the new position, the Employer shall establish an interim wage rate for the position, and the Union will have the right to grieve that rate and have the matter determined by arbitration. Pending the decision of the arbitrator, the interim wage rate established by the Employer will apply. If the arbitrator alters the interim wage rate established by the Employer the changes made by the arbitrator, whether an increase or a decrease, will be applied retroactively to the start of the new position.

7.02 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within 6 business days (exclusive of Saturdays, Sundays, and holidays) from their last day of work, or the date that they provide actual notice of their resignation, whichever is later.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.

7.03 ELECTION DAYS

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

7.04 WORK IN TWO CLASSIFICATIONS

An employee who is assigned to perform work in a higher rated classification shall receive the higher rate while performing such work. An employee who is required by the Employer to work in a lower rated classification shall be paid at their normal classification rate while performing such work, but if the employee chooses to work in a lower rated classification, the employee shall be paid at that rate for that classification while performing such work.

7.05 COFFEE COMMITTEE

The Union shall form an employee “coffee committee” to administer the provision of coffee, tea, etc. in the employee lunch room. The Employer shall provide one thousand dollars (\$1000) per month to this committee as the Employer’s contribution towards the provision of coffee, tea, etc in the lunch room, provided that this money is used solely for that purpose.

7.06 GPEB CARDS

The employees are required to pay one hundred percent (100%) of the cost of their initial GPEB card and one hundred percent (100%) of the cost to replace lost or stolen cards. The Employer will pay the full cost of the renewal of GPEB cards.

7.07 Payroll Error

If there is a payroll error, the Employer shall reimburse the employee within two (2) business days from the Payroll Department after the Employer has been made aware of the error.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 NAMED STATUTORY HOLIDAYS

The following shall be considered **named** statutory holidays:

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

- (a) (i) **Effective January 1, 2008, employees, who have completed twenty-four (24) months of service since their date of last hire, shall be eligible to receive one (1) floating holiday with pay to be taken during each calendar year at a time that is mutually agreed upon by the Employer and the employee involved.**
- (ii) **If an employee does not work both his/her last regularly scheduled shift before taking a floating holiday and his/her first scheduled shift after taking a floating holiday (no exceptions), the employee will not be paid for the floating holiday, which shall be lost.**

- (iii) **If a floating holiday is not taken during a calendar year it shall be lost and shall be paid-out at year's end.**
- (iv) **Eligible employees shall be paid for their floating holiday and be in accordance with the provisions of article 8.03."**

8.02 NAMED STATUTORY HOLIDAY FALLING ON DAY OFF

In the event that an employee's day off falls on a **named** statutory holiday, the employee shall receive their normal days wages as calculated in Article 8.03(b).

8.03 PAYMENT FOR NAMED STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the **named** statutory holiday, whether or not they are scheduled to work on the **named** statutory holiday.
- (b) For purposes of this Article, a normal day's pay shall be understood to mean as follows:
 - (i) **In the case of named statutory holidays, an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the eight (8) week period immediately preceding the week in which the named statutory holiday occurs, divided by forty (40) to establish the hours to be paid for the named statutory holiday.**

Note: The current practice will continue regarding named statutory holiday pay on the basis of eight (8) hours for employees working a ten (10) hour shift.
 - (ii) **In the case of an employee's floating holiday, the employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the fifty two (52) week period immediately preceding the week in which the floating holiday is taken, divided by two hundred and sixty (260) to establish the hours to be paid for the floating holiday.**
- (c) An employee who is scheduled by the Employer to work on a **named** statutory holiday, shall be paid one and one-half (1-1/2) times their normal wage rate for any hours so worked, on all **named** statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works in excess of eleven (11) hours on the **named** statutory holiday shall be paid at double time for all such additional hours worked.

8.04 ELIGIBILITY FOR NAMED STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a **named** statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. If the absence due to sickness or accident exceeds three days, the Employer is entitled to require the employee to attend a medical practitioner selected by the Employer to obtain a certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline. The medical certificate from the medical practitioner selected by the Employer will be at the Employer's expense.

8.05 LOSS OF NAMED STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, they shall not receive any pay for such holiday.

8.06 NAMED STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should a **named** statutory holiday occur during an employee's vacation period, the formula in Article 8.03(b) shall be applied to the **eight (8)** week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period. In such circumstances, the Employer shall normally designate the day following the last vacation day as the extra day off, and that date will be confirmed on the Vacation Request Form at the time the vacation is approved.
- (b) Should a **named** statutory holiday fall during the first week immediately following the end of an employee's vacation, the formula in Article 8.03(b) will be applied to the eight (8) week period immediately preceding the week in which the vacation commenced.

ARTICLE 9 - ANNUAL VACATION

9.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

- (a) Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.

- (b) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

9.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, **and effective January 1, 2008**, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
10 years but less than 20 years	4 weeks	8%
20 years or more	5 weeks	10%

Employees who qualify for five (5) weeks vacation in 2008 shall be paid ten percent (10%) vacation pay but be eligible to take only four (4) weeks vacation time off in the first vacation year after becoming so qualified. In each vacation year thereafter, these employees will be eligible to a take the full five (5) weeks vacation time off.

- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (c) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.
- (d) Upon written request, employees shall be paid all or part of their vacation pay on the last pay day prior to the vacation leave commencing.

9.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations according to the seniority list, provided they file applications before March 31st of each year for vacations to be taken during that year. It is agreed that vacation schedules will be established so there are sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino. Vacation requests shall not be unreasonably denied. The Employer shall post and update as required a vacation time calendar. The vacation time calendar shall be located in an area readily accessible to all employees.

- (b) Subject to (a) above, all vacation schedules submitted to the Company shall be approved in writing within two (2) weeks of receiving written notice from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

9.04 VACATION CARRY-OVER

Employees may carry over a maximum of one (1) week's vacation from one vacation year to the next vacation year, provided that they must carry over both vacation time and the accrued vacation pay earnings equivalent to the carried over vacation time. All such carried over vacations (time and pay) must be taken within twelve (12) months of the employee's anniversary date. Carried-over vacation may only be taken at a time that is mutually agreeable to the Employer and the employee involved. Requests to take carried over vacation (time and pay) shall not be unreasonably denied by the Employer provided there are sufficient employees remaining at the casino in the applicable classification to meet the operating requirements. Carried over vacation time that is not taken by the employee's next anniversary date shall be lost, at which time the employee shall be paid out the applicable carried over vacation pay.

9.05 VACATION PAY

Notwithstanding the provisions of articles 9.01 and 9.02 of the collective agreement, the parties agree that all employees, whether they are defined as casual or regular employees pursuant to the collective agreement, may choose whether they wish their vacation pay to be administered on an accrual basis and paid on the last pay day prior to the vacation leave commencing ("Accrual Basis"), or to receive any annual vacation pay to which they are entitled with their regular pay cheques for every pay period ("Pay Period Basis"). Prior to March 31st of each year, each employee will be permitted to make an election to receive their vacation pay on a Pay Period Basis for the administration of their vacation pay for the upcoming vacation year. If an employee does not make an election to receive his/her vacation pay on a Pay Period Basis, the employee will be paid on an Accrual Basis for the upcoming vacation year.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office.

- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

10.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

Union Conventions/Educational Programs

The **Department Manager** responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay to up to and including **four (4)** employees who are elected as delegates to attend Union conventions or educational programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than fourteen (14) days notice.

Shop Steward Programs

The **Department Manager** responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay to up to one **(1) employee from each department** to attend bona fide shop steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days notice. It is agreed that the Employer may refuse a leave of absence if that is required to ensure that there will be sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino.

General Union Leave

The **Department Manager** responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay to up to and including three (3) employees who are required to attend to union business other than that business mentioned above in 10.02 (a) and (b). Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days notice. It is agreed that the Employer may refuse a leave of absence if that is required to ensure that there will be sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino.

Union Bargaining Committee

The Union shall select three (3) bargaining unit members who upon seven (7) calendar days written notice shall be permitted to participate in negotiations relative to the renewal of this collective agreement.

10.03 COURT ATTENDANCE

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

10.04 BEREAVEMENT LEAVE

All employees will be granted three (3) days off without loss of pay, commencing with the employee's date of notification of death or ending with the day of the funeral, in the event of the death of a spouse, child **(including foster children)**, parent, guardian, sibling, grandchild or grandparent of an employee, or in the event of the death of any person who lives with an employee as a member of the employee's family. **For purposes of this provision, "spouse" includes a common law spouse or a same sex spouse.** Additional time, if needed, shall be granted without pay. **Effective February 29, 2008, employees will be granted one (1) day off without loss of pay under this section (10.04) to attend the funeral of their mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.**

10.05 JURY AND WITNESS DUTY

Employees who serve on a jury or who are subpoenaed as a witness shall be granted a leave of absence without pay for this purpose.

10.06 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. Employees will be eligible to apply for leaves of fourteen (14) calendar days or more under this clause after one year of service. All employees shall apply in writing to the Casino Operations Manager at least fourteen (14) days prior to the commencement of the proposed leave, and such leaves must not exceed four (4) months. Such leaves will not be granted for the purpose of the employee working

elsewhere during the leave. Employees who have taken a continuous leave of fourteen (14) calendar days or more are not eligible to apply for another leave of fourteen (14) calendar days or more until they have worked for a minimum of twelve (12) months after their return from the previous leave. Subject to the provisions of this Article, such leaves will not be unreasonably denied. No benefits will be paid during unpaid leaves of absence.

10.07 COMPASSIONATE LEAVE

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to (i) the care, health or education of a child in the employee's care, or (ii) the care or health of any other member of the employee's immediate family. Additional time off for these purposes shall not be unreasonably denied.
- (b) For purposes of this article "immediate family" means (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and (ii) any person who lives with an employee as a member of the employee's family.

10.08 PREGNANCY LEAVE

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave (i) beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth, and (ii) ending no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article 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 the termination of the pregnancy.
- (c) 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 Article 10.08(a) or (b).
- (d) A request for leave must (i) be given in writing to the Employer, (ii) 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 (iii) 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 Article 10.08(c).

- (e) A request for a shorter period under Article 10.08(a)(ii) must (i) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and (ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

10.09 PARENTAL LEAVE

- (a) An employee who requests parental leave under this Article is entitled,
 - (i) for a birth mother who takes leave under Article 10.08 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 taken under Article 10.08 unless the Employer and employee agree otherwise,
 - (ii) for a birth mother who does not take leave under Article 10.08 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,
 - (iii) 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
 - (iv) for an adopting parent, up to thirty seven (37) consecutive weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.09(a).
- (c) A request for leave must
 - (i) be given in writing to the Employer,
 - (ii) if the request is for leave under Article 10.09(a)(i) (ii) or (iii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

- (d) An employee's combined entitlement to leave under Article 10.08 and 10.09 is limited to fifty two (52) weeks plus any additional leave the employee is entitled to under Article 10.08(c) or 10.09(b).
- (e) **Employees who take pregnancy or parental leave under Article 10.08 and/or 10.09 respectively, who are covered by the Health and Welfare benefits under Article 13 at the time of commencing such leave, shall continue to receive MSP (Article 13.01) and Benefit Entitlements (Articles 13.02 and 13.03) on the same basis as they were receiving when the leave commenced pursuant to those articles.**

10.10 PROVISIONS OF THE LEGISLATION

It is agreed that the provisions of Articles 10.07, 10.08 and 10.09 replace the corresponding provisions of the *Employment Standards Act*, and that in the event of any future amendments to the *Employment Standards Act*, these sections of the Collective Agreement will continue to apply in place of any corresponding provisions in the *Employment Standards Act*. In the event that the *Employment Standards Act* provisions as amended in the future override the provisions in this Agreement, it is agreed that the *Employment Standards Act* will then apply to the matters covered in Articles 10.07, 10.08 and 10.09, and that these articles will then have no further application.

ARTICLE 11 - MISCELLANEOUS EMPLOYEE ENTITLEMENT

11.01 PROTECTED WORKING CONDITIONS

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

11.02 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.

11.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow. Upon the employee's return to work it is agreed that the Employer is entitled to displace employees who have replaced the absent employee, and that such displacement will not be subject to Articles 12.07 and 16.05.
- (b) **Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from WorkSafe BC, certifying that the employee is physically and mentally able to resume the performance of his/her duties if such employee has been absent for a period of two (2) weeks or greater due to illness, or for any period of time due to injury. If the Employer is not satisfied with the medical documentation provided by the employee it may require the employee to undergo a medical examination by a physician of the Employer's choosing at the Employer's expense. If an employee is then found by the Employer's physician to be fit to return to work he/she shall be compensated for all lost income for time lost commencing from the first day he/she made himself/herself available to return to work and would have been able to be scheduled to return to work under Article 11.03(a). The Employer has the option of allowing the employee to return to work pending the receipt of the medical opinion from the physician. The Employer's decision based on the opinion of the physician appointed by the Employer is subject to the grievance and arbitration procedure under this Agreement.**

11.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work wages or conditions during the term of this Agreement.

11.05 CLOTHING

Where the Employer requires special clothing to be worn, such clothing will be supplied to the employee at no cost. In addition, such clothing will be laundered and maintained by the Employer at its expense. **As soon as reasonably possible after February 29, 2008, the Employer will make an Edgewater**

Casino sweater available to any employee who wants one, except supervisors, at wholesale price, which sweater is not considered part of the normal uniform issue.

11.06 PERSONAL EFFECTS

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

11.07 BULLETIN BOARD

The Union shall be entitled to maintain a bulletin board in the lunchrooms **and the Bistro (out of public view)** for the purpose of communicating with employees.

11.08 CASINO MOVE

If the casino arranges to move to a new location, the casino agrees to advise the Union of the planned date for the move as soon as the date is set, and will also promptly advise the Union of any changes to the planned moving date. The casino agrees to discuss with the Union issues arising out of the planned move prior to the planned moving date. It is recognized that changes to the planned moving date are normally due to circumstances beyond the control of the casino and changes to any planned moving date are likely to occur. The casino agrees to keep the Union informed with respect to the planned moving date.

11.09 SUBSTANCE ABUSE

Substance abuse is a serious medical and social problem that can affect employees and the Employer. The Employer and the Union have a strong interest in encouraging early treatment, assisting towards after treatment and full rehabilitation. The Employer shall develop a policy in conjunction with its employee and Family Assistance Program (EFAP) to deal with substance abuse and its related problem and shall discuss this policy with the Union in the Management/Union Stewards meetings (commencing not later than ninety (90) calendar days after the conclusion of collective bargaining). In developing this policy the Employer understands that it is appropriate to continue employee health and welfare benefits for a reasonable period provided the employee admits his/her substance abuse problem and is making every reasonable effort to correct the problem. For its part, the Union understands that supporting employees who have admitted to their substance abuse problem in this fashion is contingent upon the employee correcting his/her problem without continuing relapses and shall discuss this policy with the Union in the Management/Union Stewards Meetings.

ARTICLE 12 - HOURS OF WORK

12.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) Unless the parties otherwise agree, and subject to the provisions of Memorandum of Understanding #3, the normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one working day,
 - (ii) not more than five (5) working days in any seven (7) consecutive day period beginning on Sunday, and
 - (iii) not more than forty (40) hours in five (5) working days in any seven (7) consecutive day period beginning on Sunday.
- (b) Table opening and closing procedures are considered time worked.
- (c)
 - (i) Employees who work over eight (8) hours a day shall be paid
 - (a) 1½ times the employee's regular wage for the time over eight hours, and
- (d)
 - double the employee's regular wage for any time over eleven (11) hours.
 - (ii) Employees who work over forty (40) hours a week shall be paid
 - (a) 1½ times that employee's regular wage for the time over forty (40) hours, and
 - (b) double the employee's regular wage for any time over forty eight (48) hours.
 - (iii) For the purpose of calculating weekly overtime under subsection (ii), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
 - (iv) If a week contains a statutory holiday that is given to an employee under this Collective Agreement,
 - a) the references to hours in subsection (ii) are reduced by eight hours for each statutory holiday in the week, and
 - b) the hours the employee works on the statutory holiday are not counted when calculating the employee's overtime for that week.

- (e) If the Employer requires an employee to work more than five (5) working days in any seven (7) consecutive day period beginning on Sunday, the employee shall be paid time and one-half for the first eight (8) hours worked on each of the sixth and seventh days in that seven (7) consecutive day period, and double time for all work performed thereafter, except as provided otherwise in Memorandum of Agreement #3. No overtime premium will be paid under this clause for hours which are compensated at overtime rates under other provisions of this Article. It is understood that shifts which commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shift begins. The requirement to work overtime will be in accordance with 12.01(e).
- (f) Overtime and Early-Off will normally be voluntary. If overtime is required it shall be offered in seniority order to those employees who have volunteered to work overtime and who will not be entitled to double their regular wage for any of the time to be worked. If no employees (or an insufficient number of employees) have volunteered to work overtime, the casino may require employees to work overtime in reverse order of seniority, starting with the most junior employee who is available. If employees are required to take early-off, and no employees (or an insufficient number of employees) have volunteered to take early-off, the casino may require employees to take early-off in reverse order of seniority, starting with the most junior employee who is at work. The current practice of employees signing up to volunteer for early-off, shift extension or overtime shall continue.

12.02 SPLIT SHIFTS

The Employer does not foresee split shifts. If they do require them, it would be by mutual agreement between the Union and the Employer and in accordance with the *Employment Standards Act*.

12.03 SCHEDULING OF SHIFTS

(a) Scheduling Hours of Work

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

(b) Maximizing Length of Shifts

Pursuant to Article 12.03(a) above, while the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will maximize the length of shifts through the work week before instituting a shift of lesser duration.

(c) Exchanging Shifts

- (i) Employees may switch shifts with other scheduled employees. A “switch” refers to an employee trading shifts with an employee who is already scheduled to work a different shift.
- (ii) Employees may give away a maximum of 12 shifts in a bid block to employees who:
 - (a) have previously notified the casino that they are available to work that day, and
 - (b) have not been scheduled by the casino to work that day.
- (iii) A shift exchange by switching a shift, or giving away a shift, must be done in accordance with the procedures established by the Employer and with the prior authorization of the Employer. The Employer shall not unreasonably withhold authorization.

12.04 DAYS OFF

- (a) All employees shall receive two (2) consecutive days off in each seven (7) day work week as defined in Article 12.01(a)(ii), unless otherwise mutually agreed to.
- (b) The parties agree that employees who receive a Saturday in one (1) week and the immediately following Sunday as their days off, will be deemed to have received two (2) consecutive days off under this clause, despite the fact that the Saturday and Sunday are actually in separate weeks as defined in Article 12.01(a)(ii). If the employee changes to a different schedule, and moves to Saturday/Sunday off, it is recognized and agreed that the employee may not be able to have two (2) consecutive days off in the first week of the new bid block.
- (c) Employees are permitted to split their days off when exchanging shifts in accordance with Article 12.03(d).
- (d) There shall be no increased costs to the Employer for scheduling under 12.04(b) and (c), and there shall be no grievance filed as a result of scheduling days off for Saturday and Sunday under (b), or splitting of days off under (c).

12.05 OPTIONAL HOURS OF WORK ON SIXTH DAY

Notwithstanding the provisions of Articles 12.01 and 12.07, the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would

otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) in that seven (7) day work week, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his or her rights under this Agreement.

12.06 POSTING OF WORK SCHEDULES

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

12.07 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours notice of any change in their respective work schedules. This does not apply to an employee being required to work past the end of a scheduled shift, nor does it apply to an employee voluntarily reporting for work on a callout.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled because of sickness, injury or emergency, are obligated to provide the Employer with notice at the earliest possible time to allow the Employer sufficient time to cover the absence. If an employee is going to be late for work, the employee must notify the Employer as soon as possible.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (d) In situations where an employee has not been provided with notice of a

change in their work schedule, and the employee reports for work as scheduled before the change, the employee will be paid two (2) hours pay if the employee is not required to work, and if the employee is required to work the employee will be paid for the hours worked with a minimum of four hours pay.

- (e) When an employee's bid block selection has been approved by the Employer, the Employer shall not reduce the assigned hours of work in that employee's bid block, unless the hours of work are reduced by early off, layoff, or a change in work schedule under Article 12.07(a).

12.08 REST PERIODS

- (a) All dealers, and dealer supervisors, shall receive a fifteen (15) minute paid rest period after sixty (60) minutes of work.
- (b) All employees, other than dealers slot attendants, slot supervisors and dealer supervisors, are entitled to rest periods in accordance with the following schedule:
 - (i) Four (4) hours - one (1) fifteen (15) minute rest period
 - (ii) Five (5) hours - one (1) fifteen (15) minute rest period
 - (iii) Six (6) hours – one (1) fifteen (15) minute rest period
 - (iv) Seven (7) hours - two (2) fifteen (15) minute rest periods
 - (v) Eight (8) hours - two (2) fifteen (15) minute rest periods
- (c) All such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

12.09 PAID MEAL BREAKS

All employees, other than dealers, slot attendants, slot supervisors and dealer supervisors, working shifts of more than five (5) hours are entitled to a paid meal break between the third and fifth hour of work. Such meal breaks shall be for one-half (1/2) hour.

12.10 NO GUARANTEE

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except that an employee who reports to work as scheduled and/or instructed shall be paid two (2) hours wages at his/her regular hourly rate if he/she reports to his/her scheduled work, or a minimum of four (4) hours wages at his/her regular rate if he/she commences work.

ARTICLE 13 – SUPERVISOR 2 RATIO

The Employer may assign exempt employees in the Supervisor 2 position to perform bargaining unit work, provided the ratios set out in this article may not be exceeded:

- (a) Cage: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.
- (b) Count: one (1) Supervisor 2 provided there is at least one (1) Supervisor 1.
- (c) Table Games: one (1) Supervisor 2 to three (3) Supervisor 1's in each classification.
- (d) Slots: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.
- (e) Guest Services: one (1) Supervisor 2 to four (4) Supervisor 1's in each classification.

In addition to the Supervisor 2 positions that may be created in Slots and Guest Services (as above), the Employer may create one (1) Floating Supervisor 2 position to cover both Slots and Guest Services combined.

Should the number of Supervisor 1's not be divisible in a classification, the ratio may be rounded up by adding one Supervisor 2 to ensure the ratio does not fall below the said maximums for that classification.

Employees in the Supervisor 2 classification are permitted to carry out the same work and duties as Supervisors 1 in their applicable Department.

ARTICLE 14 - HEALTH AND WELFARE/PENSION PLAN

14.01 PROVINCIAL MEDICAL PLAN

Effective the first day of the month after the coming into force of this collective agreement, eligible employees may, at their option, be covered by the basic provincial medical plan for the employee and dependents. The Employer will pay one hundred percent (100%) of the premium.

14.02 EXISTING BENEFIT PLANS

The Employer will pay 100% of the premiums to provide coverage for eligible employees for the following benefits:

- (a) Life Insurance - \$25,000
- (b) Accidental Death and Dismemberment - \$25,000
- (c) Existing Health Care Benefits - Extended Health, including prescription drugs and out-of-province benefit coverage
- (d) Dental Care Benefits
 - (i) Plan A - 100%
 - (ii) Plan B - 50% - \$1000 per calendar year
 - (iii) Plan C - 50% - \$1000 lifetime/includes child
- (e) No Change in Benefits
The benefits set out in Article 14, and the eligibility for such benefits, shall not be changed or modified during the life of this collective agreement, except by negotiation and the mutual agreement of the Union and the Employer.
- (f) Once an employee has qualified for benefits, and has been enrolled on the benefit plans, the Employer will pay the premiums whether or not the employee falls under the cut-off number of hours. The Employer will then recover from the employee by a payroll deduction the premium for any period of time for which the employee did not qualify for benefits. The premium deduction will be prorated based on the number of weeks the employee did not qualify in relation to the length of that month, i.e. 7/31, 7/30, 14/30, etc.

The Employer will have no responsibility for or involvement in the benefit plans except for the payment of the premiums.

14.03 VISION CARE

Effective the first of the month following February 29, 2008, the current benefit plans shall be amended to include vision care - Glasses/Contact Lenses - \$250.00 every 24 months.

14.04 BENEFIT ENTITLEMENT

- (a) In order to be eligible for benefits under the collective agreement, employees must work a minimum of 20 hours per week averaged over a six (6) week period. Employees hired on or after September 1, 2005 must complete their probationary period in order to be eligible for benefits. When an employee has completed the probationary period, the hours the employee worked during the probationary period will count towards the six (6) week averaging.

- (b) With the employees' first wage statement on or after September 1, 2005 the Employer will deliver to each eligible employee a booklet identifying and explaining the benefits available to the employee under this article of the collective agreement. In the future, the Employer will deliver to each new employee a booklet identifying and explaining the benefits available to the employee under this article of the collective agreement when the employee completes his or her probationary period.

14.05 PENSION PLAN

The Employer will establish a registered pension plan in accordance with the following conditions:

- (a) employees will be entitled to make basic voluntary contributions of 2% of their "covered pay" ["covered pay" is the amount of the employee's remuneration including vacation pay, overtime pay, bonuses, and other employment income received in the course of employment with the Employer, but excluding gratuities, non-taxable and taxable benefits];
- (b) employees will have the opportunity to make additional voluntary contributions from 1% to 13% of their "covered pay" on a pre-tax basis through convenient payroll deductions;
- (c) the Employer will contribute to the pension plan on a basis that matches the employee's basic contribution of 2% of their "covered pay"; the Employer will not match any additional voluntary contributions which may be made by an employee;
- (d) the contributions are vested in the employee once the employee has completed a minimum period of continuous employment with the Employer of two years; and
- (e) the employer agrees that it will distribute to all employees in the bargaining unit an information package from the carrier of the pension plan and also the necessary documentation for employees to elect whether or not to participate in the pension plan.

14.06 COVERAGE AFTER AGE SIXTY-FIVE (65)

Those employees who choose to retire at the "normal retirement age" of sixty-five may continue to do so as in the past and the provisions of the Agreement shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65), except as follows:

- (a) **Group Life Insurance and AD&D [Articles 13.02 (a)&(b)] is reduced by one-half (1/2) after age sixty-five.**

- (b) **Pension Plan contributions (Article 13.04) shall cease at the time the employee is no longer permitted to make RRSP contributions in accordance with applicable legislation.**

Coverage under this Article and Letter of Understanding No.24, Employee Benefits will cease in its entirety when an employee reaches age 70.”

ARTICLE 15 - HEALTH & SAFETY

15.01 GENERAL

The Employer agrees to make provision for the maintenance of reasonable standards of health and safety in the work place, including satisfactory air quality. If an employee has a recommendation which would improve health and safety standards, the recommendation shall be made to the Health and Safety Committee. The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.

15.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of **eight (8)** members. Up to two (2) of the members shall be appointed by the Employer. The remaining **six (6)** members shall be selected by the Union, one (1) from each department.
- (b) The members of the Health and Safety Committee shall select a Chairperson and a Secretary from amongst themselves. These two (2) positions shall be filled in the following manner:
- (i) one (1) position shall be filled by one of the two (2) members appointed by the Employer; and
 - (ii) one (1) position shall be filled by one of the six (6) members chosen by the Union.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (d) Time spent by an employee covered by this Agreement, in the course of his/her duties as a Committee member, shall be paid at the employee's regular rate of pay.
- (e) Work Safe Training Requirement
The Company agrees to pay the fees and the regular hourly rate for up to six (6) Union Health and Safety Representative(s) per year to attend the

Work Safe course (i.e. eight (8) hour course), and to ensure that the course is delivered by a WCB accredited instructor.

15.03 FIRST AID ATTENDANT

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay.

ARTICLE 16 - DEFINITION OF EMPLOYEES

16.01 PROBATIONARY PERIOD

Employees will be on probation for their first three (3) months of employment, or their first three hundred and ninety (390) hours worked, whichever is greater. Employees may be terminated during the probationary period if the Employer considers them to be unsuitable for employment in the casino.

16.02 DEFINITION OF REGULAR EMPLOYEE

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

16.03 DEFINITION OF CASUAL EMPLOYEE

A casual employee shall be defined as an employee who is scheduled on an as and when needed basis and who has completed the probationary period.

ARTICLE 17 – SENIORITY

17.01 SENIORITY DEFINED

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

- (a) within a classification
- (b) within a department.

17.02 SENIORITY

Seniority Date

The seniority of each regular employee covered by this Agreement will be established after the probationary period after which an employee's seniority shall be backdated to the employee's first shift worked. In the event that two or more employees worked their first shifts on the same

day, they will be ranked for seniority purposes in alphabetical order by their legal last names.

Departmental Seniority

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

Start Date Retained

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

Transfers and Seniority

An employee will not accrue seniority in a department from which he/she has transferred. Such employee's seniority shall remain frozen until the employee returns to that department at which time he/she shall be credited with seniority according to the actual length of service in that department. For example, if an employee has five (5) years of service in a particular department he/she would be back-dated five (5) years of seniority as of the employee's first day back to work in that department, and would be given an adjusted start date on that departmental seniority list.

17.03 ACCRUAL OF SENIORITY

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury up to a maximum of twelve (12) months. In the case of an employee who is unable to work because of a mental or physical disability the twelve (12) month limit will not apply;
- (c) leaves of absences which have been granted by the employer; and
- (d) lay-off for up to twelve (12) months.

17.04 SENIORITY CANCELLED

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;

- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in Article 16.09; or
- (d) is laid off for a period in excess of twelve (12) months.

17.05 NOTICE OF LAY-OFF

- (a) In the event of any layoff, regular employees who have completed their probationary period shall be given notice of layoff, or pay in lieu thereof, as follows:
 - (i) after completion of the probationary period up to twelve (12) consecutive months of employment, an amount equal to one (1) weeks' wages;
 - (ii) after twelve (12) consecutive months of employment, an amount equal to two (2) weeks' wages; and
 - (iii) after three (3) consecutive years of employment, an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
 - (iv) the liability under this Article is deemed to be discharged if the employee is given written notice of layoff as follows:
 - (a) one (1) week's notice after completion of the probationary period up to twelve (12) consecutive months of employment;
 - (b) two (2) weeks' notice after twelve (12) consecutive months of employment;
 - (c) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice; or
 - (d) is given a combination of notice and money equivalent to the amount the Employer is liable to pay.
 - (v) the amount the Employer is liable to pay is calculated by:
 - (a) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work,

- (b) dividing the total by eight (8), and
- (c) multiplying the result by the number of weeks' wages the Employer is liable to pay.

(b) "Lay-off" is defined as seven (7) consecutive working days without work.

17.06 LAYOFF PROCEDURE

An employee will be laid off according to his/her seniority in accordance with Article 16.01.

17.07 LAYOFFS AND POSTINGS

- (a) New employees shall not be hired in a classification while employees are on layoff from that classification.
- (b) Employees who are laid-off in a classification have the right to apply for vacant positions in other classifications pursuant to Article 17.02, Job Postings.
- (c) A laid off employee who successfully bids for a position in another classification will be placed in the new classification and will not be able to move back to his/her previous classification except in accordance with Article 17.02.

17.08 AVOIDANCE OF LAYOFF

The Employer may either lay off employees in accordance with this Article or, at the option of the Employer, may confer with the Union to determine whether there is mutual agreement on a method for the equitable distribution of the available work in order to avoid, or reduce a layoff. If the Employer does enter into such discussions with the Union, and there is no mutual agreement on a method for the distribution of work, that matter is not arbitrable, and the Employer is entitled to proceed with the layoff.

17.09 RECALL PROCEDURE

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

17.10 SENIORITY LISTS

- (a) The Employer shall prepare and post seniority lists every January 1st, May 1st, and September 1st, and shall post them in areas accessible to all employees. The seniority lists shall commence with the most senior employee carrying on downward to the most junior employee, and shall state each employee's name, seniority date, classification, and, in the case of dealers, their skill level. A copy of these lists shall be provided to the Chief Shop Steward when posted.
- (b) An employee or his/her representative may protest his/her seniority date and/or placement on the seniority list by filing notice of the dispute in writing with the Department Manager or Designate within thirty (30) days after the posting of the seniority lists.
- (c) An employee's seniority shall be final and binding with no change allowed when such date(s) has appeared on two consecutive seniority lists unless the latest seniority date(s) appearing on the second consecutive seniority list was protested in accordance with this Article, except by mutual agreement between the Casino Operations Manager and the accredited representative of the Union to extend the time for filing a dispute. When a notice of dispute is filed the Casino Operations Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve the issue, and failing resolution the matter is subject to Clause 19.05 of the grievance procedure. Any such dispute as to placement on the seniority list will only have effect with respect to the list which is challenged, and any future list.

17.11 SENIORITY – BUMPING

- (a) When employees are laid off they may either accept the layoff, or use their seniority to bump, first within their classification, and then within their department.
- (b) An employee who bumps into another position must have the necessary skills and qualifications to perform the work in that position. No bumping is permitted outside of an employee's department.
- (c) An employee who elects to bump another employee shall make his/her election within forty eight (48) hours of receipt of layoff notice, and if the employee has not elected to bump within that time, he/she will be deemed to have accepted the layoff.
- (d) An employee who has bumped into a position under this Article shall be returned in order of seniority to his/her original schedule or classification when his/her former work week is restored to the number of hours regularly scheduled for the employee prior to the layoff, provided that the Employer expects the restored hours to remain in effect for a minimum of

two (2) consecutive weeks. This provision does not apply to an employee who has been placed in a position pursuant to Article 17.

ARTICLE 18 - JOB POSTINGS

18.01 COURSE POSTINGS

- (a) When the Employer offers a course in table games for dealers, the notice of the course shall be posted for a minimum of seven (7) working days. The Chief Shop Steward shall receive copies of all course postings.
- (b) All applications for posted courses shall be in writing on a form provided by the Employer.
- (c) Provided applicants are not qualitatively different in respect of skill, ability, experience and qualifications to successfully complete the course, the final selection by the Employer will recognize seniority as the key factor.
- (d) The Employer will pay the cost of all courses offered and furthermore will pay dealers their regular hourly rate for time spent in such training.

18.02 JOB POSTINGS

- (a) Job postings for vacant positions within the bargaining unit, or vacant positions added to the bargaining unit, shall be posted for not less than seven (7) working days. The posting shall state the number of vacant or newly created positions anticipated. The Chief Shop Steward shall receive copies of all job postings.
- (b) All applications for posted positions shall be in writing on a form provided by the Employer.
- (c) Applicants for a position will be selected on the basis of skill, ability, experience and qualifications. Seniority will be recognized as the key factor when two or more employees are relatively equal in respect to these factors.
- (d) If there are no applicants from within the casino who have the required skill, ability, experience and qualifications for the position, the Employer is entitled to hire an employee from outside the casino to fill the position.
- (e) **In filling positions under this Article, the successful applicant shall be given a reasonable trial period of up to twenty-two (22) shifts worked to determine his/her ability to perform the work required. The trial period will not be ended before twenty-two (22) shifts without proper cause. In Cage Operations, this trial period shall begin after the employee's initial training has been completed.**

During the training period in Cage Operations, employees will be given performance reviews and assessment.

- (f) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to his/her former position, in which case the employee will return to his/her former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to his/her former position at the same rate of pay without loss of seniority.
- (g) The original position, if still vacant, will be posted and filled in accordance with this Article.
- (h) Various levels of dealers would not be different "positions" in this agreement. For example, level 3 dealer positions will be filled by the course posting procedure in Article 17.01, as opposed to the job posting procedure.

ARTICLE 19 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

19.01

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

19.02 LIMITATION ON HOLDING DISCIPLINE AGAINST EMPLOYEES

Any complaint recorded against an employee shall automatically be cancelled after twelve (12) months for a written warning and two (2) years for a suspension and may not be held against him/her thereafter, so long as the employee has not subsequent discipline over the same two (2) year period.

ARTICLE 20 – WHISTLE BLOWER PROTECTION

Employees who have a concern that an activity in the Casino violates the BC Lottery Corporation (BCLC) Regulations shall immediately notify the General Manager or designate so that the matter maybe appropriately addressed in a timely fashion. No discipline will result if the Employer fails to deal with the activity in question and the employee reports the matter to BCLC, provided that the employee honestly believes that the activity in question violates the Regulations, the Employer does not conclude that the employee is behaving in a malicious, vexatious or negligent fashion and provided further that the Employer has notified the employee of its disposition of the matter before the employee approaches the BCLC.

ARTICLE 21 – ABUSIVE PATRONS

The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening or violent. The Employer and the Union shall develop a mutually acceptable policy for dealing with abusive patrons commencing not later than ninety (90) calendar days after the conclusion of collective bargaining. In developing this policy the Employer understands the need to remove patrons from the Casino who behave in an unacceptably abusive, threatening or violent fashion. For its part the Union understands that perceptions of patron behaviour can differ and that employees' behaviour can contribute either directly or indirectly to the problem.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

22.02 INFORMAL STEP

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the department in which the employee works. Where no department steward exists, the employee may choose to be accompanied by the casino Shop Steward.

22.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with the person designated by the Employer as its representative at Step One within ten (10) working days after (i) the occurrence of the events giving rise to the alleged grievance, or (ii) the date on which the employee first has knowledge of the events giving rise to the alleged grievance.
- (b) The notice in writing shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (c) The Employer's representative must answer the grievance in writing within ten (10) working days by providing a response to the Shop Steward.

22.04 STEP TWO

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop chairperson and/or a Union representative and a person or persons designated by the Employer.
- (b) This step must be taken by notice in writing, within five (5) working days of the date on which the written answer was delivered to the Shop Steward in Step One.
- (c) The meeting under this step must take place within five (5) working days of the notice to go to Step Two, unless the parties agree to extend the deadline for the meeting.
- (d) The Employer's representative must answer the grievance in writing within ten (10) working days of the meeting by providing a response to the shop chairperson and/or the Union representative.

22.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to arbitration by a single arbitrator. Referral of the dispute to arbitration must be done within 20 working days of the meeting in Step Two. The parties will attempt to agree on a mutually acceptable arbitrator as soon as possible, and failing agreement, either party may apply to the Collective Agreement Arbitration Bureau for the appointment of an arbitrator.

22.06 UNION OR EMPLOYER GRIEVANCE

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

22.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the Steps of the grievance procedure within the time limits provided; otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

22.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

22.09 ARBITRATION HEARING AND AWARD

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

22.10 AUTHORITY OF THE ARBITRATOR

The parties to the arbitration recognize that the authority of the arbitrator is set out in Section 89 of the *Labour Relations Code of British Columbia*.

22.11 COST SHARING

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

22.12 TECHNICAL ERROR OR OMISSION

No technical error or omission will render a grievance inarbitrable.

22.13 SIGNING OF DOCUMENTS

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

ARTICLE 23 - HARASSMENT AND DISCRIMINATION

23.01 HARASSMENT AND DISCRIMINATION

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of the employee's gender.

"Discrimination" means any conduct which is prohibited under the B.C. *Human Rights Act* and regulations and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, and union membership or participation in union activities. The parties recognize that the Employer's bona fide occupational requirements must be taken into account.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 19 of this Agreement.
- (d) If an employee files a grievance pursuant to Article 19, the Employer shall carry out forthwith an independent investigation into the complaint which

forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.

- (e) Any information arising from an investigation undertaken pursuant to (d) shall remain confidential but shall be provided to the Union. However, the information may be used as evidence in any proceeding under the collective agreement or in any hearing before any court or tribunal, and may be used as evidence in relations to any disciplinary or other actions involving the grievor, or any other employee or person.
- (f) In the event that a grievance filed pursuant to Article 19 involved allegations against management personnel, the Employer shall endeavour to ensure that there is no contact between the management employee and the grievor without loss of pay and benefits to the grievor.
- (g) The Employer shall post conspicuously in the work place a policy regarding harassment and discrimination.
- (h) If an employee files a complaint with the Labour Relations Board, or the Human Rights Council of British Columbia with respect to any matter covered by this Article, the matter ceases to be arbitrable, and no proceedings may be taken under this Collective Agreement with respect to such matter, and any proceedings which may have been initiated under this Collective Agreement prior to the employee filing a complaint with the Labour Relations Board, or the Human Rights Council of British Columbia will be deemed to be abandoned.

Dated at Vancouver, British Columbia, this _____ day of _____, 2008.

Edgewater Casino LP

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada) and its
Local 3000

Janine Evans

Mike Windeyer

Alanna Ytterberg

Lyn Alcadie

Murray Robertson

Gail Dunn

Barry Pritchard

Brian Middleton

Sarah McAuley

Janet Hanson

Ellen-Marie Chiasson

Susan Spratt

APPENDIX A

HOURLY RATES OF PAY

Effective December 6, 2007

Classification	Starting Rate	Post Probation Rate	Maximum Rate
Dealers			
Level One	\$ 9.25	\$ 9.75	\$ 11.25
Level Two	10.25	11.25	12.60
Level Three	11.50	12.25	14.75
Incoming Professionals			
Level One	9.25	9.75	11.25
Level Two	10.25	11.25	12.60
Level Three	11.50	12.25	14.75
Dealer Supervisor	13.50	14.00	16.50
Slot Attendant	9.25	9.75	12.50
Slot Supervisor 1	13.50	14.00	16.50
Guest Services Host	9.75	10.50	11.25
Guest Services Supervisor 1	13.50	14.00	16.50
Cashier	13.25	13.75	17.25
Cage Supervisor 1	15.25	15.75	20.25
Count Team Member	12.75	13.25	18.25
Count Supervisor 1	15.00	15.50	20.25
Bistro Server	9.50	10.00	11.00
Bistro Cashier	9.50	10.00	11.00
Coffee Cart Server	9.50	10.00	11.00
Cocktail Server	9.50	10.00	11.00
Porter	9.50	10.00	11.00
Bartender	10.00	10.50	12.00
1 st Cook	15.50	16.00	17.00
2 nd Cook	13.50	14.00	15.00
Line Cook	11.25	11.75	13.15
Prep Cook	10.25	10.75	12.25
Dishwasher	9.75	10.25	11.25

NOTES:

- (1) Current employees who are paid above the Maximum Rate for their classification shall be “red-circled”.
- (2) Current employees as at February 29, 2008, who are currently paid an hourly rate equal to or higher than the Post Probation Rate (as above), shall receive the following increases to their current rate, provided that by so

doing their rate of pay does not exceed the maximum rate for their classification (as above):

- Effective December 6, 2007: three percent (3%) percent increase to their current hourly rate.
 - Effective June 1, 2008: two percent (2%) increase to their current hourly rate as of June 1, 2008.
 - Effective on their first (1st) anniversary date after December 6, 2008: two percent (2%) to the hourly rate being paid at that time.
 - Effective on each subsequent anniversary date: two percent (2%) increase to the hourly rate being paid at that time, provided that these annual anniversary date increases will cease once the employee reaches the maximum rate for his/her classification (as above).
- (3) Current employees as at February 29, 2008, who are paid a lower hourly rate than the above Starting or Post Probation rates (as applicable), shall receive the following increases:
- Effective December 6, 2007: three percent (3%) increase to their current hourly rate or the applicable rate under Appendix "A" (as above), whichever is greater.
 - Effective June 1, 2008: two percent (2%) increase to their current hourly rate as of June 1, 2008, or the applicable rate under Appendix "A" (as above), whichever is greater.
 - Effective on their first (1st) anniversary date after December 6, 2008: two percent (2%) increase to the hourly rate being paid at that time or the applicable rate under Appendix "A" (as above), whichever is greater.
 - Effective on each subsequent anniversary date: two percent (2%) increase to the hourly rate being paid at that time, provided these annual anniversary date increases will cease once the employee reaches the maximum rate for his/her classification (as above).
- (4) Employees hired after February 29, 2008 shall be paid the Starting and Post Probation rates in accordance with Appendix "A". Thereafter, they will receive a wage increase of two percent (2%) effective on each anniversary date, provided that these annual anniversary date increases will cease once the employee reaches the maximum rate for his/her classification (as above).
- (5) The following provisions apply when an employee voluntarily posts into a supervisory classification:

- (a) If the employee's current wage rate is below the "Starting Rate" for his/her new classification, the employee will receive the following:
- i. Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new classification (as above), whichever is greater.
 - ii. After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new classification (as above), whichever is greater.
 - iii. Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (b) If the employee's current wage rate is above the "Starting Rate" but below the Post Probation Rate for his/her new classification, the employee will receive the following:
- i. Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new classification (as above), whichever is greater.
 - ii. Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (c) If the employee's current wage rate is above the Post Probation Rate but below the Maximum Rate for his/her new classification, the employee will receive the following:
- i. Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate provided that

by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).

- ii. Effective on the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).

(6) The following provisions apply when an employee voluntarily posts into non-supervisory classification:

- (a) If the employee's current wage rate is higher than the "Maximum Rate" for his/her new classification (as above), the employee shall be paid the "Maximum Rate" for his/her new classification.
- (b) If the employee's current wage rate is below the "Starting Rate" for his/her new classification, the employee will receive the following:
 - (i) Effective on commencing work in the new classification, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new classification (as above), whichever is greater.
 - (ii) After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new classification (as above), whichever is greater.
 - (iii) Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (c) If the employee's current wage rate is above the "Starting Rate" but below the Post Probation Rate for his/her new classification, the employee will receive the following:

- (i) The employee's rate shall be red-circled until he/she has completed three (3) months in the new classification.
 - (ii) After three (3) months in the new classification, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new classification (as above), whichever is greater.
 - (iii) Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (d) If the employee's current wage rate is above the Post Probation Rate but below the Maximum Rate for his/her new classification, the employee will receive the following:
 - (i) The employee's rate shall be red-circled until he/she has completed twelve (12) consecutive months in the new classification.
 - (ii) Effective on the anniversary date that occurs after the employee has worked in his/her new classification for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's classification is reached, after which the employee will be paid the "Maximum Rate" for his/her classification (as above).
- (7) Incoming Professionals with two (2) years or more experience and required skill and ability (as determined by the Employer) shall start at the Post Probation Rate (as above) within the appropriate classification level. Incoming Professionals with less than two (2) years experience or without the required skill and ability (as determined by the Employer) shall start at the Starting Rate for the level into which they are assigned.
- (8) The following provisions apply when an employee in either the dealer or incoming professional classifications moves from Level 1 to Level 2 in his/her classification:

- (a) If the employee's current wage rate is below the "Starting Rate" for his/her new level, the employee will receive the following:
- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new level (as above), whichever is greater.
 - (ii) After completion of three (3) months in the new level, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new level, whichever is greater.
 - (iii) Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new level for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's level is reached, after which the employee will be paid the "Maximum Rate" for his/her level (as above).
- (b) If the employee's current wage rate is above the "Starting Rate" but below the Post Probation Rate for his/her new level, the employee will receive the following:
- 1. Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level (as above), whichever is greater.
 - 2. Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new level for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's level is reached, after which the employee will be paid the "Maximum Rate" for his/her level (as above).
- (c) If the employee's current wage rate is above the Post Probation Rate but below the Maximum Rate for his/her new level, the employee will receive the following:
- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate provided

that by so doing the employee's rate of pay does not exceed the maximum rate for his/her classification (as above).

- (ii) Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new level for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's level is reached, after which the employee will be paid the "Maximum Rate" for his/her level (as above).

(9) The following provisions apply when an employee in either the dealer or incoming professional's classifications moves from Level 2 to Level 3 in his/her classification:

(a) If the employee's current wage rate is below the "Starting Rate" for his/her new level, the employee will receive the following:

- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Starting Rate" for his/her new level (as above), whichever is greater.
- (ii) After completion of three (3) months in the new level, the employee will receive a two percent (2%) increase applied to his/her current rate or the "Post Probationary Rate" for his/her new level, whichever is greater.
- (iii) Thereafter, effective on each anniversary date, starting with the anniversary date that occurs after the employee has worked in his/her new level for twelve (12) consecutive months, the employee will receive a two percent (2%) increase to the hourly rate being paid at that time. These annual two percent (2%) increases shall continue on each subsequent anniversary date until such time as the "Maximum Rate" for the employee's level is reached, after which the employee will be paid the "Maximum Rate" for his/her level (as above).

(b) If the employee's current wage rate is above the "Starting Rate" but below the Post Probation Rate for his/her new level, the employee will receive the following:

- (i) Effective on commencing work in the new level, a three percent (3%) increase applied to his/her current rate or the "Post Probation Rate" for his/her new level (as above), whichever is greater.

Agreed in the City of Vancouver, this _____ day of _____ 2008.

Edgewater Casino LP

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada) and its
Local 3000

Janine Evans

Mike Windeyer

Alanna Ytterberg

Lyn Alcadie

Murray Robertson

Gail Dunn

Barry Pritchard

Brian Middleton

Sarah McAuley

Janet Hanson

Ellen-Marie Chiasson

Susan Spratt

LETTER OF UNDERSTANDING #1

Between

Edgewater Casino

And

Canadian Auto Workers Local 3000

Re: SCHEDULING AND BID BLOCK SYSTEM

This Letter is for a term specific coincidental with the 2007 – 2010 Collective Agreement and shall expire automatically with the expiry of that agreement unless renewed by the parties.

I. THE FOLLOWING PROVISIONS APPLY TO ALL EMPLOYEES DURING THEIR FIRST TWENTY-FOUR (24) CONTINUOUS MONTHS OF SERVICE:

- A) Employees must make themselves available for work a minimum of two (2) days per week, one (1) of which must be from among the following days: Friday, Saturday or Sunday, if required to do so by the Employer, with no preference regarding day shifts or night shifts.**

If an employee covered by this section has not been scheduled to work on his/her available shift(s) and is called in for work on any of those available shift(s), the employee may refuse the call in. However, if the employee refuses three (3) call-ins within any thirteen (13) week bid block period, the employee will lose his/her applicable seniority date, with a new seniority date being established as of the next shift worked.

- B) Employees covered by this section (1), who have completed their probation period as of the second (2nd) bid block in 2008, are expected to select a posted bid block in accordance with the collective agreement. In the bidding process they shall make their selection on the basis of seniority, provided there is a bid block available in a classification for which they have been trained and/or for which they have the required skill and ability to work.**
- C) Subsection (B) above notwithstanding employees covered by this section (1) may not be required to select a bid block if they have unusually compelling personal reason not to do so and when approved by the General Manager or designate, which approval shall not be unreasonably denied provided operational requirements allow same. The requirement to select a bid block may be waived by mutual agreement when an employee is on leave approved by the Employer at the time the bidding process takes place, including but**

not limited to approved leave when the employee is suffering an illness or injury and Workers' Compensation leave approved by WorkSafe BC.

- D) When the requirement to select a bid block has not been waived under subsection (C) and an employee covered by this section (1) does not select a bid block in a bidding process, that employee will be placed at the bottom of his/her seniority list for purposes of selecting a bid block during the next bidding process (13 weeks later) provided there is a bid block available in a classification for which they have been trained and/or for which they have the required skill and ability to work. When more than one (1) employee is in this situation, bidding among this group shall be in original seniority order at the next bidding process. When the employee selects a bid block during the next bidding process, he/she will be returned to his/her normal seniority position, provided he/she does not again fail to make a selection in a future bidding process, when the provisions of this subsection (D) shall be repeated.
- E) When the requirement to select a bid block has not been waived under subsection (C) and an employee covered by this section (1) does not select a bid block for four (4) consecutive bid block periods, the employee's name will be removed from the seniority list and his/her employment will be terminated, provided there were bid blocks available in a classification for which they have been trained and/or for which they have the required skill and ability to work.

II THE FOLLOWING PROVISIONS APPLY TO ALL EMPLOYEES WHO HAVE COMPLETED TWENTY-FOUR (24) CONTINUOUS MONTHS OF SERVICE:

1. (i) Employees with more than twenty four (24) months of service, other than Supervisors covered by section 3(a), who fail to select a bid block during the bidding process, with the result that they intend to work on an "as required basis" must be available to work one (1) shift per week.
- (ii) These employees shall not be required to involuntarily work under this Appendix except for the one (1) shift for which they have made themselves available as per the above process.
- (iii) If these employees have not been scheduled to work on their available shift(s), and are called in for work on any of those available shift(s), they may refuse the call in, but if the employee refuses four (4) call-ins to work their available shift(s) within any 30-day period, the employee will lose his/her applicable seniority date, with a new seniority date being established as of the next shift worked

- 2. If an employee does not bid on a block of shifts during the bidding process, and is scheduled on an “as required” basis, it is agreed that if any such employee is laid off during that thirteen (13) week bid block period, the employee will have no right to bump an employee who is on the bid block schedule.**
- 3. The following provisions apply to all Supervisors:**
 - A. With the exception of a minimum of two (2) Dealer Supervisors per bid block, supervisors are required, as a condition of employment, to select a posted Bid Block when the time comes to make their selection on the basis of seniority during the bidding process;**
 - B. Supervisors may not be required to select a bid block if they have unusually compelling personal circumstances and when approved by the General Manager or designate, which approval shall not be unreasonably denied provided operational requirements allow same.**
- 4. The following subsections apply to the scheduling of work within each of the following classifications or levels: Level 1 Dealers, Level 2 Dealers, Level 3 Dealers, Dealer Supervisor and Cage Supervisor.**
 - A) If an insufficient number of employees sign up to work all required shift blocks in their classification or level (as applicable) during any shift block period, the Employer shall offer such available shifts, in seniority order, to employees who are working on an as required basis and to employees who have a shorter bid block who want to work additional shifts, provided no overtime costs shall be incurred by so doing. This process will be done at the end of the bid block process (within seven (7) days of the completed bidding process).**

Employees working on an as required basis have the right to refuse without penalty any work offered on shifts other than on their available shift(s).
 - B) The Employer shall do everything reasonably possible to maintain a sufficient number of trained dealers in order to minimize the necessity of forcing dealers to work “involuntary” shifts as noted above, including running a sufficient number of training courses for each game as needed to reasonably meet operational requirements, recognizing the desire of current employees to advance through the various dealer levels.**

- C) (i) When a dealer has completed his/her training to move up to the next skill level (i.e. Level 1 trained to move to Level 2 or Level 2 to Level 3 etc.), the Newly Trained Dealer is allowed to remain in his/her current bid block for the remainder of the Bid Block. The Employer may use the newly trained dealer at his/her new skill level when it is able to do so for the remainder of that bid block period. The employee will be paid at his/her level prior to completing the training, except for any work that the Newly Trained Dealer performs at their new skill level. If the Employer requires the newly trained dealer to alter his/her pre-training bid-block, the employee shall be paid the higher level for the remainder of that bid block.**
- (ii) When the next bid block period begins, all Newly Trained Dealers are required to bid for, and complete three (3) consecutive bid blocks working at the newly acquired skill level for which they have just been trained, subject to shifts being available at their new skill level. If the employee is selected to be trained at a higher skill level in accordance with article 17.01, this requirement shall be reduced to two (2) consecutive bid blocks. If, on the other hand, there are no bid blocks available to the Newly Trained Dealers at their newly acquired skill level, the Newly Trained Dealers will be permitted to bid on a lower skill level bid block for the thirteen (13) week bid block period and, if there are no shifts available at their newly acquired skill level, the Newly Trained Dealers must bid on their newly acquired skill level in the subsequent bid block period until such time as each Newly Trained Dealer works a minimum of three (3) complete bid blocks at their newly acquired skill level. The above notwithstanding, newly trained dealers[as at February 29, 2008], who are currently covered by the provisions of this section (C), must only complete two (2) consecutive bid blocks.**
- D) (i) When the Employer is scheduling or calling in dealers who have not taken a bid block or been scheduled to work under the new process, with the result that such dealer is working on an “as required” basis, the Employer will schedule or call in the dealers at the level of skill required for that shift(s) (including dealers who are qualified at a higher level than required but who are qualified at lower levels). The employer agrees that any such assignment will be made in order of seniority amongst dealers at the skill level required, or who have**

volunteered to work at the skill level required.

- (ii) The above does not apply to dealers who have taken a bid block or been scheduled to work as above.**
 - (iii) Short notice cancellations will be filled first in order of seniority by employees who have made themselves available for work that day, and if further employees are required, they will be called in order of seniority at the level of skill required for that shift(s) (including dealers who are qualified at a higher level than required but who have volunteered to work at lower levels.)**
 - (iv) All dealers who wish to volunteer must fill out a volunteer list, which will contain their names and shift availabilities in accordance with this Letter of Understanding.**
 - (v) The pay rates to be applied in this situation as noted above. For example if a level 2 dealer shift is available, a Level 2 dealer may be assigned to work that shift and be paid at the Level 2 rate, or a level 3 dealer who has volunteered to work lower level shifts at the lower level pay rates may be assigned to work that shift and be paid at the Level 2 rate.**
- E)**
- (i) When a dealer is assigned by the Employer to work at a lower level or there are no bid blocks available at their current level, the dealer will continue to be paid at his/her higher level.**
 - (ii) When a dealer volunteers to work at a lower level, the dealer shall be paid at the post probationary rate for the lower level plus (+) two percent (2%) for each year worked as a dealer at any level, provided that by so doing the employee's rate of pay does not exceed the maximum rate for the lower level.**
 - (iii) When a dealer volunteers to work at a lower level, the time worked at the lower level will not be counted towards the service of the dealer at their regular level.**
 - (iv) For example, if a level 3 dealer bids for and works a level 2 bid block for one thirteen (13) week bid block period, the thirteen (13) weeks the dealer spends on the level 2 bid block do not count towards the service of the dealer at level 3. However, the dealer will be credited for a month of service at the higher level for any month in**

which the dealer has been required by the Employer to work 3 or more shifts at the higher level during any month of the current bid block.

- F)**
- (i)** In each bid block a minimum of two (2) dealer supervisors are permitted to bid on dealer shifts provided they have the necessary skill and qualifications to deal the games for that shift(s). More than two (2) would be permitted if the Employer has enough dealer supervisors to fill all dealer supervisor shifts in the bid block. If more dealer supervisors apply to bid on dealer shifts than would be permitted under this clause, the requests shall be handled in order of seniority.
 - (ii)** When a dealer supervisor is assigned by the Employer to work at a lower level or there are no bid blocks available as a dealer supervisor, he/she will continue to be paid as a dealer supervisor.
 - (iii)** When a dealer supervisor volunteers to work as a dealer, he/she shall be paid at the post probationary rate for the applicable dealer level plus (+) two percent (2%) for each year worked as a dealer at any level and each year worked as a dealer supervisor, provided that by so doing the employee's rate of pay does not exceed the maximum rate for the applicable dealer level.
 - (iv)** When a dealer supervisor volunteers to work a dealer bid block, the time worked at the dealer bid block will not be counted as service as a dealer supervisor. Dealer supervisors who work dealer shift(s) remain classified as dealer supervisors for all other purposes of the collective agreement.
 - (v)** If a dealer supervisor is forced to bid down to a dealer bid block of shifts because no dealer supervisor bid blocks are available, the dealer supervisor will:
 - remain classified as a dealer supervisor;
 - accrue service as a dealer supervisor; and
 - be paid at his/her regular dealer supervisor pay rate.
- G)** When the next bid block begins, all newly trained dealer supervisors and newly trained slot supervisors are required to bid for and complete three (3) consecutive bid blocks working the applicable supervisory level, subject to shifts being available. If there are no bid blocks available to newly trained

supervisors, he/she will be permitted to bid on a dealer or slot attendant (as applicable) bid block for that thirteen (13) week bid block, and, if there are no shifts available at their newly acquired skill level, the Newly Trained Dealer Supervisor or Newly Trained Slot Supervisor must bid on their newly acquired skill level in the subsequent bid block periods until such time as each Newly Trained Dealer or Slot Supervisor works a minimum of three (3) complete bid blocks at the applicable supervisory level. The above notwithstanding, newly trained dealer supervisors and newly trained slot supervisors [as at February 29, 2008], who are currently covered by the provisions of this section (G), must only complete two (2) consecutive bid blocks.

- H) If a dealer is unable to select any bid block at the dealer level at which he/she is trained, and the dealer is thus forced to bid for a lower level block of shifts, the dealer will:
- remain classified as a dealer at the level at which he/she is trained;
 - accrue service as a dealer at the level at which he/she is trained; and
 - be paid at his/her regular dealer rate of pay.

If there are any bid blocks available at the level for which the dealer is trained, the dealer must bid on that bid block if the dealer wishes to be paid at their regular rate of pay, no matter how undesirable that bid block may be for that dealer. If the dealer chooses not to take that bid block at their level and chooses to bid down to a lower level dealer bid block, the dealer will be paid in accordance with section E(ii) above.

5. Miscellaneous Provisions

- A) (i) Except for Dealer shifts and Supervisor shifts filled under sections 3 & 4 above, if there are shifts left unfilled in any other classification at the end of the bidding process, or if shifts become available during the thirteen (13) week bid block period, such available shifts will be filled for the duration of that thirteen (13) week bid block period by employees in that classification who are working on an “as required” basis, including employees available for “as required” shifts pursuant to section 5(g) below.
- (ii) In filling available shifts on an as required basis, the Employer shall first seek volunteers, in order of seniority, from among those employees in that classification who have not signed-up for full-time shifts during the applicable shift block period and

who have the required training, skill and ability to perform the work in question. And, if all required shifts are not thereby filled on a voluntary basis, the Employer may schedule employees having the required training, skill and ability to perform the work in question, in reverse order of seniority.

- (iii) The Employer may not require employees to involuntarily work both day shifts and night shifts in the same workweek under this subsection 5(a).
- B) The Employer shall make every reasonable effort to maintain a minimum casual pool of ten percent (10%) of the employees working in each classification for which the Union is certified.
- C) The Employer may not require employees to involuntarily work both day shifts and night shifts in the same workweek under this Letter. When requiring employees to involuntarily work under this Letter, the shift starting times required for any employee in each week shall not vary by more than three (3) hours. Employees shall be given at least twelve (12) hours off between the end of one shift and the start of their next shift, unless the Department Manager and the employee mutually agree otherwise.
- D) The Employer agrees to forward each new bid block schedule to the Union at least two (2) weeks prior to posting the schedule in order to permit the Union to review the schedule and make any suggestions which the Union may consider to be appropriate (including but not limited to the number of shorter bid blocks and the number of ten (10) hour shifts) being made available, provided any such suggestions shall be made sufficiently in advance of the date for posting of the new bid block schedule so that any such suggestions may be taken into consideration by the Employer before the Employer establishes the bid block schedule which will be posted for bids. The Employer shall recognize the members of the scheduling committee and shall be granted paid leave during their regularly scheduled working hours for up to five (5) members of the committee (one (1) per department), for up to two (2) hours per block to review and make recommendations regarding the blocks. The scheduler of any department may be included in the scheduling committee's deliberations at the request of the applicable member of the scheduling committee. The Employer shall not unreasonably refuse to implement the recommendations of the scheduling committee provided operational requirements continue to be met.
- E) Bid block periods shall be for thirteen (13) consecutive weeks for all departments except the Food and Beverage. The Food and Beverage bid block periods shall be for four (4) consecutive weeks. Where the term "thirteen (13) week shift block period" is used in this Letter of

Understanding, it shall be replaced with “4 week shift block period” which can be extended by mutual agreement, in the case of the Food and Beverage Department.

- F) Once an employee has selected a bid block, the employee may not thereafter drop such bid block, and must work all shifts in the bid block period except as in accordance with article 12.03(d), except as a result of illness or accident that results in the employee not being available for any work whatsoever (doctor’s note may be required); or as a result of other unusually compelling personal reasons if approved by the Employer at its discretion, which approval shall not be unreasonably denied.**

- G) The Employer has agreed to implement 2, 3 or 4 shifts per week bid blocks (the “shorter bid blocks”), which have fewer shifts per week than the current 5 shifts per week bid blocks (the “current bid blocks”). The shorter bid blocks are not meant to reduce the number of current bid blocks on the schedule but are meant to reduce the number of shifts which are currently filled on an “as required” basis, since most of those shifts will now be scheduled as shorter bid blocks, subject to the employer’s operational and scheduling requirements. The ability of the employer to create shorter bid blocks which would include each level for dealers and to not reduce the number of current bid blocks is subject to the operational and scheduling requirements of the employer. By agreeing to implement shorter bid blocks the employer is not guaranteeing a minimum number of shorter bid blocks, nor is the employer guaranteeing a minimum number of current bid blocks.**

- (H) If an employee bids on and receives a shorter bid block as set out in this Letter of Understanding, the employee is also permitted to work on an “as required” basis for sufficient shifts per week to work a total of 5 shifts per week (including the shifts in the shorter bid block) provided that the employer does not incur any additional costs such as overtime. The employee is required to work the shifts in his/her shorter bid block, subject to approved shift exchanges.**

In Witness Whereof this Agreement has been executed this _____ day of _____ 2008 in the City of Vancouver in the Province of British Columbia.

Edgewater Casino LP

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada) and its
Local 3000

Janine Evans

Mike Windeyer

Alanna Ytterberg

Lyn Alcadie

Murray Robertson

Gail Dunn

Barry Pritchard

Brian Middleton

Sarah McAuley

Janet Hanson

Ellen-Marie Chiasson

Susan Spratt

LETTER OF UNDERSTANDING #2

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

RE: SHORT TERM LEAVES OF ABSENCE

Whereas the collective agreement provides for leave of absence pursuant to article 10.06 (b);

And Whereas the parties disagree concerning the interpretation of that provision as it relates to leaves of absence of less than 14 calendar days (“short term leaves of absence”);

And Whereas the union grieved this matter and the employer did not agree with the interpretation proposed by the union;

And Whereas the employer and the union have agreed to resolve this grievance on the basis of an agreement for the application and interpretation of article 10.06 (b) relating to short term leaves of absence;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The employer agrees that it will institute a procedure for employees in the bargaining unit to apply for and obtain short-term leaves of absence in accordance with this letter of understanding;
2. Employees are permitted to apply for short-term leave of absence pursuant to article 10.06 (b) provided that the application is submitted to the Department Manager or Designate responsible for scheduling by 8 p.m. on the Sunday one week prior to the effective date of the new schedule, but the application can not be submitted more than two weeks prior to the deadline;
3. Requests for short term leaves of absence will be considered by the employer in the order in which those requests are submitted;
4. Employees may submit as many requests as they wish but the employer will not approve more than a maximum of 10 working days off per calendar year for any one employee; it is understood that this restriction does not affect or apply to shift exchanges pursuant to article 12.03 (d);
5. The granting of short term leaves of absence pursuant to article 10.06 (b) and

this letter of understanding are within the discretion of the employer, and it is understood that the employer may refuse a short term leave of absence if that is required to ensure that there will be sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino at no increased cost to the employer;

6. There shall be no grievance filed alleging a breach of the collective agreement as a result of an authorized short term leave of absence under this letter of understanding.

This agreement was executed by the parties in the City of Vancouver, BC, on _____ 2008.

Edgewater Casino LP

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada) and its
Local 3000

Janine Evans

Mike Windeyer

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Janet Hanson

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Susan Spratt

LETTER OF UNDERSTANDING #3

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

Re: VACATION SCHEDULING

Whereas the employer and the union have realized that there is an interpretation matter concerning scheduling of vacations pursuant to Articles 9.03 and 9.04 of the collective agreement;

And whereas the parties agree to resolve the issue of interpretation of scheduling of vacations pursuant to Articles 9.03 and 9.04 of the collective agreement;

And whereas the parties have agreed to amend the collective agreement in order to improve the provisions for scheduling of vacations;

And whereas the Union agrees to withdraw Grievance #37, dated April 8, 2000;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) Article 9.03 of the collective agreement is amended to read as follows:

9.03 VACATION SCHEDULING

- (a) Employees shall be treated on a first come, first served basis for vacations to be taken prior to March 31st during their Vacation Year. "Vacation Year" is defined as the 12 months following the anniversary date of each employee. Employees shall have preference in respect to annual vacations according to the seniority list, provided they file applications before March 31st of their Vacation Year for vacations to be taken during the remainder of the employee's Vacation Year, or the following Vacation Year up to the following March 31st, provided employees do not take their vacation before their entitlement to that vacation vests. It is agreed that vacation schedules will be established so there are sufficient employees remaining at the casino in each classification to meet the operating requirements of the casino. Vacation requests shall not be unreasonably denied. The Employer shall post and update as required a vacation time calendar. The vacation time calendar shall be located in an area readily accessible to all employees.

2) Article 9.03 (b) remains unchanged.

Legend:

fcfs = vacations scheduled on a **first come, first served** basis

sen = vacations scheduled by **seniority** if employee files application before March 31st

EXAMPLE #1: EMPLOYEE WITH AUGUST ANNIVERSARY DATE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
							fcfs	fcfs	fcfs	fcfs	fcfs
fcfs	fcfs	fcfs	sen	sen	sen	sen	sen	sen	sen	sen	sen
sen	sen	sen	sen	sen	sen	sen					

EXAMPLE #2: EMPLOYEE WITH NOVEMBER ANNIVERSARY DATE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
										fcfs	fcfs
fcfs	fcfs	fcfs	sen	sen	sen	sen	sen	sen	sen	sen	sen
sen	sen	sen	sen	sen	sen	sen	sen	sen	sen		

EXAMPLE #3: EMPLOYEE WITH MAY ANNIVERSARY DATE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
				fcfs	fcfs	fcfs	fcfs	fcfs	fcfs	fcfs	fcfs
fcfs	fcfs	fcfs	sen	sen	sen	sen	sen	sen	sen	sen	sen
sen	sen	sen	sen								

4) Article 9.04 is amended to read as follows:

9.04 VACATIONS TO BE TAKEN BY EMPLOYEES' ANNIVERSARY DATES

- (a) All vacations shall be taken on or before the employee's anniversary date in the following year.

5) Example of application of Article 9.04:

For example, an employee with an anniversary date of August 31st must take their vacation before August 31st of the following year.

6) Extra Short Term 5-Day Unpaid Leave for Affected Employees

- a) Eligible employees may apply in writing to the floor manager responsible for scheduling for one 5-day unpaid leave (in addition to any leaves of absence allowed by the collective agreement) and any such application shall be made as far in advance as possible;
- b) The 5-day unpaid leave may be granted at the sole discretion of the

Casino subject to its operating requirements;

- c) The 5-day unpaid leave must be taken in one unbroken period;
- d) An eligible employee may apply for one 5-day unpaid leave to be taken before the employee reaches his/her first anniversary date.

This agreement was executed by the parties in the City of Vancouver, BC, on _____, 2008

Edgewater Casino LP

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Janet Hanson

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Susan Spratt

LETTER OF UNDERSTANDING #4

Between:

Edgewater Casino LP
(the employer)

And:

Canadian Auto Workers, Local 3000
(the union)

RE: SCHEDULING

In recognition of the complexity of scheduling issues, the Employer and the Union will discuss the various scheduling considerations in each classification. The parties acknowledge the Employer's right to schedule employees to meet the demands of the business. The parties also acknowledge the right of employees to maintain a family life. Accordingly, the parties will look at methods of modifying current scheduling practices if and where appropriate.

Signed at Vancouver this _____ day of _____, 2008.

Edgewater Casino LP

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Susan Spratt

LETTER OF UNDERSTANDING #5

Between:

Edgewater Casino LP
(the employer)

And:

Canadian Auto Workers, Local 3000
(the union)

RE: MEAL DISCOUNT

This Letter is for a term specific coincidental with the December 6, 2007 – December 5, 2010 and shall expire automatically with the expiry of that agreement unless renewed by the parties.

Employees, except Food and Beverage employees, shall be eligible for a ten percent (10%) employee discount on food purchased at the Bistro. Food and Beverage employees shall be eligible to receive one (1) meal on each straight-time shift, to a maximum cost of ten dollars (\$10.00) per meal.

Signed at Vancouver this _____ day of _____, 2008.

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Susan Spratt

LETTER OF UNDERSTANDING #6

Between:

Edgewater Casino LP
(the employer)

And:

Canadian Auto Workers, Local 3000
(the union)

RE: CREATION OF SUPERVISOR 2 POSITIONS IN SLOTS AND GUEST SERVICES

Supervisor 2 positions in Slots and Guest Services shall not be utilized by the Employer solely as a means of reducing the number of bid blocks normally and regularly offered to Supervisors 1 in these departments.

Signed at Vancouver this _____ day of _____, 2008.

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Susan Spratt

LETTER OF UNDERSTANDING #7

Between:

Edgewater Casino LP
(the employer)

And:

Canadian Auto Workers, Local 3000
(the union)

RE: GROUP LIFE INSURANCE AFTER AGE 65

During the term of the 2007 – 2010 collective agreement, the parties shall investigate the possibility of extending full (100% coverage) Group Life Insurance and AD&D to employees who work beyond age sixty-five (65).

If the annual and ongoing cost of making this change is determined to be negligible, the Group Life Insurance Plan shall be amended to incorporate this change until an employee reaches age seventy (70), provided the carrier's plan permits this change to be made.

Signed at Vancouver this _____ day of _____, 2008.

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LETTER OF UNDERSTANDING #8

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

RE: MATTERS FOR DISCUSSION AT THE MANAGEMENT/UNION STEWARDS MEETINGS

This Letter is for a term specific coincidental with the December 6, 2007 – December 5, 2010 and shall expire automatically with the expiry of that agreement unless renewed by the Parties.

Recognizing the priority that the Union placed on full discussion and resolution of the following matters during collective bargaining, the Parties agree to discuss in good faith and make every reasonable effort to resolve the following matters in their Management/Union Stewards meetings commencing not later than ninety (90) calendar days after the completion of collective bargaining. If the parties are unable to mutually resolve these matters, the unresolved matters shall become the subject of negotiations during the next (post 2007-2010 agreement) round of collective bargaining:

- a) Smoking/Non-Smoking Issues – including but not limited to its impact on employees and the provision of an area where employees may smoke on their breaks and the provision of a smoking cessation program.**
- b) Security issues facing employees coming off shift late at night or in the early morning hours.**

Signed at Vancouver this _____ day of _____, 2008.

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LETTER OF UNDERSTANDING #9

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

Re: IMPLEMENTATION OF THE NEW APPENDIX A AND NEW SCHEDULING & BID BLOCK SYSTEM

This letter is intended to recognize the magnitude and degree of change encompassed by the new Appendix “A” and the new Scheduling & Bid Block System in the 2007 – 2010 collective agreement.

Should any problems arise with the implementation and/or interpretation of the new Appendix “A” and the new Scheduling & Bid Block System during the term of the 2007 – 2010 collective agreement, and the parties are unable to resolve the matter, including exhausting the grievance procedure, the disputed matter shall be referred to John Thorne and Susan Spratt for resolution.

Should Mr. Thorne and Ms. Spratt fail to resolve the matter, it shall be referred by the parties to arbitration under Article 19.

Signed at Vancouver this _____ day of _____, 2008.

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Susan Spratt

LETTER OF UNDERSTANDING #10

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

Re: FOOD SERVICE IN THE VIP ROOM

During the term of this letter, the past practice of Porters from the Food and Beverage department delivering food to the VIP Room and Guest Services representatives serving in the VIP Room shall continue.

Signed at Vancouver this _____ day of _____, 2008.

Edgewater Casino LP

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Susan Spratt

LETTER OF UNDERSTANDING #11

Between:

Edgewater Casino LP

And:

CAW Canada Local 3000

RE; CASINO RELOCATION

This Letter is for a term specific coincidental with the December 6, 2007 – December 5, 2010 and shall expire automatically with the expiry of that agreement unless renewed by the Parties.

Should the Casino be relocated during the period when this Letter is in force and effect, with the result that the current location is entirely shut down and ceases to be in operation:

- a) The Employer shall offer employment at such new location to as many current employees as possible within their own classifications based upon work that is available at that location, before hiring new employees at the new location.**

In order to be offered work within their own classifications at such new location under this Letter, a current employee must 1) have completed probation, 2) have indicated, in writing to the Employer, the desire to work at such new location. Provided the Union's application for a variance of its certification under section (b) is successful, recall of the employees shall be applied as per the collective agreement from one (1) year from the date of opening of the new location.

- b) The Employer shall not object to an application made by the Union to the Labour Relations Board for a variance of the Union's certification seeking to change the location of its certification to the new location, provided the application is solely for that purpose.**

Signed at Vancouver this _____ day of _____, 2008.

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MEMORANDUM OF AGREEMENT #1

Between:

Edgewater Casino LP
(the employer)

And:

Canadian Auto Workers, Local 3000
(the union)

RE: RELIEF SUPERVISORS

The past practice for the paying of relief supervisors shall continue – that is to say they shall be paid for the entire shift at the relief supervisor’s rate during any shift when they work as a relief supervisor.

The following provisions apply when an employee volunteers to work as a Relief Supervisor:

- (a) If the employee’s current wage rate is below the Post Probation Rate for the applicable supervisors position, the employee will receive a three percent (3%) increase applied to his/her current rate or the Post Probation Rate for the supervisor’s position, whichever is greater.**
- (b) If the employee’s current wage rate is above the Post Probation Rate but below the Maximum Rate for the applicable Supervisor Rate, the employee will receive a three percent (3%) increase applies to his/her current rate, provided that by doing so the employee’s rate of pay does not exceed the maximum rate for the Supervisory classification.**
- (c) Relief Supervisor positions shall always be filled on a voluntary basis.**

Signed at Vancouver this _____ day of _____, 2008.

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MEMORANDUM OF AGREEMENT #2

Between:

**Edgewater Casino LP
(the employer)**

And:

**Canadian Auto Workers, Local 3000
(the union)**

RE: SUPERVISORS 2

1. The union agrees that the Employer is entitled to create Supervisor 2 positions that are deemed to be management positions and excluded from the bargaining unit.
2. The Employer agrees that the Supervisor 1 positions will not be considered to be a management positions and management duties such as but not limited to discipline shall not be performed in this position.

Signed at Vancouver this _____ day of _____, 2008.

Edgewater Casino LP

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MEMORANDUM OF AGREEMENT #3

Between:

**Edgewater Casino LP
(the employer)**

And:

**Canadian Auto Workers, Local 3000
(the union)**

RE: 10-HOUR SHIFTS

This Letter is for a term specific coincidental with the December 6, 2007 – December 5, 2010 and shall expire automatically with the expiry of that agreement unless otherwise renewed by the parties.

1. Notwithstanding the provisions of Article 12.01 (a) of the collective agreement, the Employer on a trial basis and subject to operational requirements may schedule employees in all departments with the exception of Guest Services and the Bistro to work ten (10) hour shifts up to a maximum of four (4) ten (10) hour shifts in any seven (7) consecutive day period beginning on Sunday.

If the Employer wishes to implement ten (10) hour shifts in Guest Services of the Bistro on a trial basis under this Letter, it shall discuss its desire to do so with the Union. The Union shall not unreasonably refuse its agreement, provided the effected employees have voted in favour of such trial.

2. The past practice of scheduling some employees for work ten (10) hour shifts in the Slot Department and the Cage Department shall continue for the life of this Letter.
3. Commencing with the March 2, 2008 bid block, the Employer shall on a trial basis, and subject to operational requirements, create a reasonable number of bid blocks comprising of ten (10) hour shifts in the Table Games Department.
4. Notwithstanding the provisions of Article 12.01 of this agreement, employees who are working ten (10) hour shifts will not be paid overtime on a daily basis unless their hours exceed ten (10) hours per day, in which case the employees will be paid the overtime rate in accordance with the collective agreement.
5. (a) Notwithstanding the provisions of Article 12.08(b), employees who are working ten (10) hour shifts, except slot attendants and dealers, will receive three (3) fifteen (15) minute paid rest periods in each ten (10) hour shift, two (2) of which may be combined into one (1) thirty minute break.

(b) Slot attendants, dealers, slot supervisors and dealer supervisors shall receive a fifteen (15) minute paid rest period after sixty (60) minutes of work. If operational requirements permit in the case of slot attendants, two (2) of which may be combined into one (1) thirty (30) minute meal break.

1. Notwithstanding the provisions of Article 12.09, employees who are working ten (10) hour shifts, except slot attendants, dealer, slot supervisors and dealer supervisors, will receive a paid one half ($\frac{1}{2}$) hour meal break in the 4th to 7th hour of the shift, operational requirements permitting.
2. The Employer may cancel the ten (10) hour shift trial in the Table Games Department at the end of the thirteen (13) week shift block period provided it has given the Union not less than two (2) weeks notice of such cancellation.
3. The Employer may cancel the ten (10) hour shift trial in the Table Games Department during any shift block period for legitimate and proven safety and health reasons. The reasons must be set forward to the Union and substantiated by the BCLC and/or WorkSafe BC. Should the need arise to do so provided it must advise the Union in not less that two (2) weeks written notice of such cancellation.
4. The parties shall meet to discuss the cancellation, at the Union's request after the cancellation notice has been given. The purpose of this meeting is to inform the Union of the reasons for such cancellation and to give the Union the opportunity to suggest alternatives to the cancellation that meet the Employer's needs and in conjunction to Article 12 of this collective agreement. The Employer shall not unreasonably refuse to consider any alternatives suggested by the Union that reasonably addresses the reasons it intends to cancel the trial provided such alternative does not result in increased costs.
5. The blocks of ten (10) hour shifts established under this Letter will be scheduled in accordance with the provisions of Appendix "B".
6. The Employer shall create as many ten (10) hour shift blocks as reasonably possible under this Letter that gives incumbents three (3) consecutive days off each week, provided operational requirements permit scheduling three (3) consecutive days off and the goal of maximizing the number of forty (40) hour per week shift blocks is maintained. The Employer will give priority to the three (3) consecutive days off for those employees working graveyard shift.
7. The parties agree to discuss ten (10) hour shifts in the next (post 2007-2010) agreement round of collective bargaining to determine whether any or all (10) hour shift trials shall become permanent.

In witness whereof this agreement has been executed this ____ day of _____, _____ in the City of Vancouver in the Province of British Columbia.

Edgewater Casino LP

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Susan Spratt

MEMORANDUM OF AGREEMENT #4

Between

Edgewater Casino LP
(the employer)

And

Canadian Auto Workers, Local 3000
(the union)

RE: COURSE POSTING PROCEDURES

Whereas Article 17.01 of the collective agreement provides a procedure for course posting when the Employer offers a course in table games for dealers;

Now therefore this Agreement witnesseth that:

1. Article 17.01 of the collective agreement will be interpreted and applied in accordance with this Memorandum of Agreement.
2. When the Employer is arranging for training for potential new hires, the Employer will post opportunities internally as a course posting for employees to take the same game training as is being arranged for the potential new hires.
3. Internal applicants for such training will be selected in accordance with article 17.01 of the collective agreement.
4. The number of internal applicants who can be accepted for training for a course will depend on the number of applicants for a course from various departments of the casino, so that there will be sufficient employees remaining at the casino in each classification and level to meet the operating requirements of the casino.
5. The internal applicants will be trained at the same time as the external trainees, or reasonably close in time to the training for the external trainees. Some internal trainees may be in the same course as external trainees, for all or part of the course, and others may have a separate training course, depending on the skill level of the employee taking the training course.

Signed at Vancouver this _____ day of _____, 2008.

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MEMORANDUM OF AGREEMENT #5

Between

Edgewater Casino LP
(the employer)

And

Canadian Auto Workers, Local 3000
(the union)

RE: BENEFIT PREMIUM PAYMENTS & RECOVERY

Whereas Article 13.02 (f) of the collective agreement provides a procedure for continuation of benefits for employees even if they fall below the cut-off number of hours to qualify for benefits;

And Whereas issues have arisen concerning employees who fall below the cut-off number of hours to qualify for benefits and are unlikely to qualify for benefits again in the near future;

And Whereas the parties have reached agreement on a method to accommodate employees in that situation;

Now therefore this Agreement witnesseth that:

1. Article 13.02 (f) of the collective agreement will be interpreted and applied in accordance with this Memorandum of Agreement.
2. If an employee:
 - (i) in the bid selection process for a new bid block has restricted his or her availability so that the employee will not be able to achieve an average of 20 hours per week in the new bid block, or
 - (ii) has been laid off, or is on unpaid leave,

the employee will remain on benefits until their average falls below 20 hours averaged over a six (6) week period. The employee will then have the option, to be effective on the first day of the next month, to remain on benefits, or to opt out of benefits. If the employee:

- (a) elects to opt out of benefits, the employee will then be responsible for repayment to the employer of the premium paid for the month in which the employee ceases to qualify for benefits prorated from the week that they ceased to qualify to the end of that month, as set out in article 13.02(f). In order to opt out of benefits, the employee is

required to complete the necessary forms for the insurance company.

- (b) elects to remain on benefits, the premiums will be paid and recovered by the employer as set out in article 13.02(f) and this Memorandum of Agreement.

Under (a) and (b) above, an employee will be permitted to opt out of all benefits, to remain on all benefits, or to opt out of selected benefits.

3. If an employee's earnings are not sufficient to repay the employer for premiums through payroll deduction, the employee must pay the employer any shortfall before the first day of the next month. If the employee does not make that payment, the employee will be removed from the benefit plan effective the first day of that month; provided that if the shortfall occurs on the second payroll of the month, and there is insufficient time to notify the employee of the shortfall and receive the payment of the shortfall, the employee will be removed from benefits effective the first day of the following month, unless the employee pays the shortfall to the employer before the 15th day of that month.
4. In the event that an employee's earnings are not sufficient to repay the employer for premiums through payroll deduction, the employer is entitled to continue to deduct payments from the employee's earnings until any shortfall in premium payments by the employee has been recovered. The employer is also entitled to deduct any such shortfall from any monies owing to the employee on termination of employment.
5. Employees who have opted out of some or all of their benefits, or who have been removed from benefits, and who requalify for benefits based on a minimum of 20 hours per week averaged over a six (6) week period will:
 - (a) have the option of reinstating their MSP coverage on first day of the month following the month in which they requalify;
 - (b) be reinstated for the benefits set out in article 13.02 effective the first day of the week following the week in which they requalify for benefits.

In order to reinstate the benefits referred to in (a) or (b), the employee is required to complete the necessary enrollment forms for the insurance company.

Signed at Vancouver this _____ day of _____, 2008.

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