

RATIFICATION DOCUMENT COMPREHENSIVE REPORT



Revised as per Tentative Agreement reached on March 1, 2011

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

You will see a number of Articles and Clauses where some wording has lines through it or there will be bolded words or other ways of marking that identify particular words. Those are done as part of the negotiation process and as such indicate what aspects of the language were changed. Leaving these in the document should make it easier to understand the flow of negotiations and the end result will simply be those words within that do not have lines through them.

We focused some attention on administration of the Agreement, but also looked to expand your rights and make the provisions easier to understand. In many cases we were successful, but not in all cases.

Where you see only certain sub-clauses, it is because the other sub-clauses were not altered. For example, you may see an (c) and (d), but no (a) and (b), because the changes were made to (c)(d), not (a)(b).

HOUSEKEEPING

Search and replace Workers Compensation Board with WorkSafeBC

Search and replace he/she references with she or her where applicable.

- references found at pages 5, 9, 13, 15, 16, 18, 21 and 25

Wherever the words “On-Call” are found, replace with “Casual”

Wherever the words “re-bid” are used, replace with “Schedule Selection”

Replace department and departmental with classification at pages 2, 15, 16, 18, 20, 21, 22, 24, 25, 30, 34 and 35

End of Housekeeping

DEFINITIONS

We made a couple adjustments on probation and casual employees to more accurately reflect the reality of the worksites.

(9) (7) "Probationary employee" – means an employee during their first ~~600~~ 480 hours actually worked or six ~~three~~ six months with the Employer, whichever comes first.

(7) (9) "~~On-Call-employee~~" "Casual employee" – means an employee **who has completed their probation and** who is scheduled to work or called to work on an as and when needed basis. ~~On-Call Casual~~ employees cannot exercise seniority rights to access available work until 600 480 hours have been accumulated or six ~~three~~ months of employment with the Employer has been completed, whichever comes first.

Casual employees shall accumulate seniority on an hourly basis upon the completion of their probation.

(23) "~~Company~~ **Service Seniority**" – means continuous time spent **with employed** by the Employer.

(24) "~~Departmental~~ **Classification Seniority**" – means ~~all hours spent in a department~~ as calculated by provisions within the Agreement, from the date an employee was first appointed to their classification.

In Clause 1.6, we insured there was to be separate Union representation for the complainant and the respondent.

1.6 Harassment and Discrimination Complaint Procedures

(d) **Where** both the complainant and the respondent, **are members of the Union, each** shall be given the option of having a steward present at any meeting held pursuant to the above investigation. **A single shop steward shall not represent both employees.**

(e) Pending determination of the complaint, the ~~President~~ **Employer** may take interim measures to separate the employees concerned if deemed necessary.

Some disputes have shown themselves over the last few years with respect to bargaining unit work. We made a small change in the language for clarification, but we did more. In the back of the document you will find a letter of understanding that will go some distance in diminishing further disputes. The below in Article 2 expand the Union's rights.

2.2 Bargaining Unit Work

(a) Supervisors, **managers and/or** other employees not included in the bargaining unit will not perform the duties of any position for which rates are established by this Agreement, except for the purpose of instruction, or management training, in which case trainees shall not displace or replace any member of the bargaining unit except in cases of emergency when regular employees are not available.

2.6 Bulletin Boards

(a) The Employer will provide the Union with a bulletin board at least four feet square ~~at each Casino~~ at a mutually agreed upon location for the posting of union notices and other union communications. The notice board shall be covered with plexiglass and locked to prevent unauthorized notices from being posted.

(b) **The Employer will provide a sealed box of a sufficient size to enable employees to insert written issues which they require the Union to consider or explore. Union representatives shall have the right to attend on the premises for the purposes of retrieving the employee written communications, providing prior permission is obtained from the Employer.**

2.8 Leave of Absence: Employee Elected to Union Office (Housekeeping)

(b) A request for such an ~~approval~~ **approved** leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the Treasurer of the Union at least 30 days prior to the leave taking effect.

2.10 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, ~~restriction,~~ or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union. *Where an employee requires a Union leave, such leave shall not be unreasonably denied.*

In order to alleviate bargaining unit work disputes into the future, a change in how Article 6 – Management Rights was written was also needed. We consolidated Clause 6.2 and 6.4.

6.2 Direction of Operations

~~Subject to Clause 6.4 below,~~ The Union further recognizes the right of the Employer to operate and manage its business in all respects. ***The Employer shall exercise their management rights in a manner consistent with the terms of the Agreement.***

~~6.4 Exercising of Rights~~

~~Management rights shall be exercised in a manner which shall be consistent with the terms of the Agreement.~~

In Clause 7.4, we were able to negotiate the ability to access information needed for bargaining was provided into the future.

7.1 Labour Management Meeting

(a) The Employer and the Union agree to establish within each worksite, a Labour Management Committee comprised of up to three employers and up to three union representatives, one of which may be a staff representative. The Committee shall meet at the request of either party, but not more than once per month, or less than once every two months, at a place and time to be mutually agreed. In the event any issues arise that have an operational or substantive effect on employees that is company wide, the parties agree to meet once per calendar year or as required, with representation from all casinos to address those issues. **Either party may invite other participants in order to assist the committee.**

7.2 Joint Orientation

The parties agree that as soon as practicable, but not later than ~~Within 90~~ 60 days of after ratification of this Agreement, a joint orientation session involving all shop stewards, bargaining committee members, union staff representatives and ~~supervisory~~ management personnel, shall be held without loss of pay to review the terms and conditions of this Agreement.

7.4 Technical Information

The Employer agrees to provide the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union collective bargaining purposes.

We wanted to construct grievance and arbitration procedure language that was easier to follow; happened in a quicker timeline; was consistent with a majority of BCGEU Agreements and allowed for the parties to schedule dates for hearings on a regular basis. Please read thru the new Article 8 and 9.

Current Article 8.1 to 8.10 is deleted and replaced with the following Article 8.to 8.12:

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving the grievance shall be in the grievance procedure in this article.

8.2 Step 1

The first step of the grievance procedure requires every effort to be made to settle the dispute informally, with the designated excluded manager *or supervisor*. The aggrieved employee shall have the right to have their shop steward present at such a discussion. Where the aggrieved employee is a shop steward, they shall not act as a shop steward in respect of their own grievance but shall submit the grievance through another shop steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 21 days after the date.

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the articles(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the Employer's Step 2 designate through the shop steward;
 - (4) The Employer's Step 2 designate shall provide the employee and shop steward with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the excluded manager designated by the Employer to handle grievances at Step 2 and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The excluded manager designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) Investigative findings made by the Union that are relevant to the circumstances that gave rise to the grievance, shall be made available to the Employer.
- (e) *At any time during the grievance procedure, senior Employer representatives and Union staff may meet to discuss the grievance.*

8.6 Failure to Act

A grievance shall commence and proceed through the grievance procedure within the time limits provided; ~~otherwise it shall be deemed abandoned.~~ The time limits may be extended by mutual consent of the parties whereas the same must be in writing. However, neither party will be deemed to have prejudiced its position on any future grievance. Requests for the time limit extension shall not be unreasonably denied.

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9 – Arbitration Procedure, the President of the Union, or their designate, if she chooses to pursue the matter at arbitration inform the Employer of said intention within:

- (a) 30 days after the Employer's Step 2 response has been received, or
- (b) 30 days after the Employer's Step 2 response was due.

8.8 Administrative Provisions

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.
- (b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered.

8.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration within 21 days of the due date on which the dismissal, rejection on probation, or suspension occurred, or within 21 days of the employee receiving such notice.
- (b) Where a dispute arises from ~~other~~ *suspensions for 20 days or less*, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving such notice.

8.10 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, employer representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of the complaint being filed with the Employment Standards Branch.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

8.11 Policy Grievance

- (a) Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 – Arbitration Procedure.

(b) Unless agreed by the parties, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

Current Article 9.1 to 9.6 is deleted and replaced with the following Article 9.1 to 9.7. Again with the purpose of speeding up the dispute resolution process:

9.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties, after exhausting the grievance procedure in Article 8 – Grievance Procedure, may notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

9.2 Expedited Arbitration

The parties have agreed to the following terms, conditions and process to resolve certain grievances by non-precedential expedited arbitration:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
- (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the Agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;
 - (5) rejection on probation;
 - (6) grievances involving a claim of duty to accommodate;
 - (7) demotions; and
 - (8) suspensions of 20 days or greater.

Despite the foregoing, by mutual agreement, a grievance falling into any of the above-listed categories may be resolved by expedited arbitration.

(b) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties:

Judi Korbin
Vince Ready
Mark Brown

Marguerite Jackson
Rod Germaine

(c) By January 15th of each year, the parties will schedule a minimum of two consecutive working days bi-annually, in each of, March and September, for hearings to resolve grievances that are suitable for expedited arbitration.

(d) The expedited arbitration process is intended to be informal.

(e) Outside counsel will not be used to represent either party.

(f) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 30 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate proposed fact proposed) to the proposed agreed statement of facts and provide any reliance documents 15 days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

The parties shall not make any pre-hearing applications to the Arbitrator.

The parties agree that they will not make use of documents produced in an expedited arbitration for any purpose other than the arbitration itself.

(g) All presentations are to be short and concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both parties.

(h) The parties agree to minimize the use of legal authorities during their arguments.

(i) The Arbitrator shall render a decision within two working days of the arbitration hearing.

(j) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.

(k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee.

(l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.

(n) There will be no appeal of expedited arbitration awards.

9.3 Arbitration Hearing and Award

(a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing as soon as it can be scheduled and further encouraged to render a decision within 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.

9.4 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.

9.5 Cost Sharing

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

9.6 Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

9.7 Signing of Documents

All documents presented to employees, including payroll and union dues deductions, must be signed.

Notwithstanding Clause 10.4, it is understood that the signing of documents by employees, other than payroll and union dues deductions, is only to acknowledge that she has been notified accordingly.

The Employer will notify an employee if any document is to be placed in their personnel file and such document will be made available to the employee upon request.

Article 10 introduces what is known as “justice and dignity” language. We were able to achieve this in Clause 10.1(f) for the investigative part of the disciplinary procedure. The BCGEU has been successful in getting this language in very few Agreements.

We also expanded protective rights in Clause 10.2 and 10.3.

10.1 Dismissal, Suspension and Discipline

(c) The Employer agrees that if the Employer chooses to implement **verbal warnings**, written discipline, ~~verbal warnings~~, suspension or discharge on an employee, a steward will be present unless the employee specifically requests otherwise.

(d) In the event that an employee, other than a probationary employee, is discharged for just and reasonable cause, the ~~chief steward~~ **a designated shop steward and the Union** will be notified of the dismissal. Such notification will be in writing.

~~(e) Where no chief steward is recognized, the shop steward will receive this notification.~~

~~(f) (e) Written reasons for the discharge will be provided.~~

(f) The Employer has the right to suspend an employee pending an investigation where the Employer has determined that based on the severity of the issue in question and the information immediately available to the Employer, the employee's continued presence in the workplace constitutes a serious and immediate concern to the Employer's legitimate interests.

(g) Where the Employer determines such a concern does not exist, the Employer can assign the employee or employees to closer supervision or other work which is reasonably available while the investigation is being conducted. In either case, the Employer commits to conduct such an investigation as expeditiously as possible.

10.2 Right to Have Union Representative Present

~~(a) Where a manager who is excluded in accordance with Clause 2.3(a) intends to interview an employee for disciplinary purposes, the excluded manager shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.~~

~~(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with excluded management personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.~~

~~(c) Members of the bargaining unit will not be required or permitted to discipline other members of the bargaining unit for infractions they did not witness.~~

(a) An employee shall have the right to have their shop steward present at any discussion with a designated manager which the employee believes might be the basis of disciplinary action. Where a designated manager intends to interview an employee for disciplinary purposes *or where the interview may result in disciplinary action*, the designated manager shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their shop steward, providing this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve discipline.

(b) A shop steward shall have the right to consult with a staff representative of the Union and have a staff representative present at any discussion with a designated manager which the shop steward believes might be the basis of disciplinary action against the shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.3 Limitation on Holding Discipline Against Employees

~~Any disciplinary action recorded against an employee shall automatically be removed from the employee's file after six months, provided the employee has been available for work and provided there has been no further incident or infraction in the same area. Should an employee infract a second time in the same area within the six month time period, a new six month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction, a new six month period will commence,~~

~~and disciplinary action will be elevated one step. Files will be kept in a secure area and will only be accessible to excluded personnel.~~

(a) Any document used to record disciplinary action including any record of the incident giving rise to the discipline against an employee shall automatically be removed from the employee's file after six months, provided the employee has been available for work and provided there has been no further infraction of a similar nature. Should there be a second infraction of a similar nature within the six month time period, a new six month time period begins and the employee is assessed at the second level of disciplinary action. For every additional infraction of a similar nature, a new six month period will commence. Files will be kept in a secure area and will only be accessible to designated personnel.

(b) Notwithstanding the above, the Employer may, subject to the severity of any infraction of a similar or different nature, escalate the discipline to the appropriate level.

10.6 Personnel File

The employee ~~or~~ the President of the Union ~~(or his/her designate)~~ with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in the presence of the appropriate member of management. The employee or the President **of the Union**, as the case may be, shall give the appropriate member of management adequate notice prior to having access to such files.

Given the importance of seniority in scheduling and job security, we wanted to make sure the provisions of Article 11 were as secure as we could get the Employer to agree to make them.

11.1 Seniority Defined

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

- ~~(a) within the company (start date seniority) first (1st) shift worked~~
- ~~(b) within a department (departmental seniority) first (1st) shift worked in that department~~

(a) **Service Seniority** – means continuous time employed by the Employer. ~~with the company from the first shift worked~~

(b) **Classification Seniority** - means as calculated by provisions within the Agreement from the date an employee was first appointed to their classification. ~~within a classification first shift worked in that classification.~~

For (b) above, if more than one employee is successful in moving to another classification as a result of a single job posting or other reasons allowed within the Agreement, those employees will be granted relative seniority in accordance with their service seniority.

11.2 Application of Seniority

(b) ~~Departmental Classification 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 and allocation of vacation time only in the department to which they transferred.

(e) ~~Seniority for On-Call Casual Employees~~

~~In order to calculate the first shift worked, seniority for on-call casual employees will accrue on the basis of hours worked. Casual employees shall start to accumulate service and classification seniority on an hourly basis once the employee has completed their probation.~~ When an on-call a casual employee becomes a regular employee, seniority hours will be converted to establish the seniority date. Total hours worked, as of the last day worked as an on-call a casual employee, will be divided by eight hours per day, to a level of 40 hours per workweek, to convert to number of days worked. For the purposes of this calculation, fractional remainders will count as a complete day worked. Starting at the current date and counting back the number of days worked will determine the employee's actual **service and classification** seniority date in their **classification home department**.

~~(f) Seniority When Employees Pass Probation~~

~~When an employee passes probation, seniority calculations for service and classification seniority will commence on the first shift worked upon completion of probation.~~

(f) ~~Company Classification Seniority Between Casinos~~

When an employee moves from one casino to another, he/she will retain his/her ~~company~~ **service** seniority date for the purposes of vacation entitlement, wage placement and ~~severance pay~~ **notice of layoff**.

11.5 Seniority Lists

(d) An employee's seniority shall be final and binding with no changes allowed when such date(s) has appeared on two consecutive seniority lists. When a notice of dispute is filed the Casino General Manager and the accredited representative of the Union will discuss the seniority date(s) in an attempt to resolve this issue, and failing resolution the matter is subject to ~~Step 3~~ **Step 2** 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.

We changed Article 12 to insure that areas of improvement made by your colleagues in the Villa and Starlight Agreements were reflected in your own Agreement.

Current Article 12.1 to 12.2 are deleted and replaced with the following Clauses 12.1(a) to 12.3(g):

12.1 Job Postings

- (a) Job postings for vacant positions or positions added to the bargaining unit, shall be posted within 30 days. Each posting shall be posted on a bulletin board for not less than 10 days. A designated shop steward shall receive copies of all job postings.
- (b) Temporary vacancies which are known to be for a duration of greater than 3 months, shall be posted for not less than 10 days. Such positions, once assigned shall only be until the return of the incumbent.
- (c) All applications for posted positions shall be submitted on a form provided by the Employer.
- (d) Applicants for a position will be selected on the basis of experience, seniority and qualifications. When the qualifications of two or more employees are relatively equal, the position will be awarded to the employee with the most service seniority.
- (e) In filling positions under this article, the successful applicant shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine her suitability to perform the work required.
- (f) During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to her former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to her former position at the same rate of pay without loss of seniority.
- (g) The notice of postings shall contain the following information: number of vacant positions, title of position, duties, qualifications, hours of work, process for making applications and wage range. Such qualifications shall not be established in an arbitrary manner.

Upon written request, an employee who is away from work due to vacation or leave of absence will receive copies of all job or course postings.

12.2 Notification

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.
- (b) An employee who is an unsuccessful applicant for a vacant position may request, from the Employer representative responsible for the appointment, an explanation of the reasons why she was not appointed.
- (c) If requested as per (b) above, the Employer representative will provide an explanation within seven days after receiving the request.
- (d) In the event the unsuccessful applicant is not satisfied with the explanation offered in (c) above, the unsuccessful applicant may initiate a grievance at Step 2 of the grievance procedure.

12.3 Course Postings

- (a) When the Employer offers a course or seminar, the course or seminar shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such course or seminar postings.

- (b) All applicants for posted courses shall be required to sign up on a form provided by the Employer. Successful applicants shall be given 7 days notice prior to the commencement of any course or seminar.
- (c) Suitability of applicants shall be determined by their qualifications. Where the number of suitable applicants exceeds the number of available spaces, the course will be offered in service seniority order.
- (d) The Employer will pay the costs of the trainer for all courses offered by the Employer.
- (e) Time spent by an employee attending a course or seminar as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in a course or seminar that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.
- (f) Employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.
- (g) Employees required to complete on-line courses shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this Agreement. *The Employer's current practice is to assign online courses during a regular shift and pay employees at their regular rate of pay. Where employees indicate a preference to do online courses on their own time, they will not be compensated by the Employer.*

Again with Article 13, when we reviewed the language achieved at both Starlight and the Villa, we felt that we needed to pursue the language they had achieved in the so very important, layoff and recall language. Because employment security is directly related to time spent with the Employer, we sought and were able to achieve the changes.

Current Article 13.1 to 13.6 is deleted and replace with the following Article 13.1(a) to 13.5(c)

13.1 Notice of Layoff

In the event of any layoff, regular employees shall be given notice of layoff, or pay in lieu thereof.

- (a) For pay in lieu of notice, as follows:
- (1) up to 12 consecutive months of employment, an amount equal to one week's wages.
 - (2) after 12 months of employment, an amount equal to two weeks' wages.
 - (3) after three consecutive years of employment, an amount equal to three weeks' wages plus one week's wages for each additional year of employment, to a maximum of eight weeks' wages.

- (b) For written notice of layoff, as follows:
- (1) one week's notice up to 12 consecutive months of employment;
 - (2) two weeks' notice after 12 consecutive months of employment;
 - (3) three weeks' notice after three consecutive years of employment, plus one additional week's notice for each additional year of employment, to a maximum of eight weeks' notice; or
 - (4) is given a combination of notice of layoff and money equivalent to the amount the Employer is liable to pay.
- (c) The amount the Employer is liable to pay is calculated by totalling all the employee's weekly wages, during the last four weeks in which the employee worked normal or average hours of work; dividing the total by four, and multiplying the result by the number of weeks' wages the Employer is liable to pay.

13.2 Layoff Procedure

Both parties recognize that job security shall increase in proportion to length of continuous service. Therefore, in the event of a layoff, regular employees shall be laid off in reverse order of their service seniority within their classification, provided the remaining employees have the requisite qualifications to perform the duties within the classification.

13.3 Lay-offs and Vacancies

- (a) New employees shall not be hired if qualified employees are on layoff.
- (b) When employees are laid off they may either accept their layoff or use their service seniority to displace the next employee with less service seniority:
- (1) in another classification, provided they are qualified and able to perform the work required of the classification. Such displacement cannot incur an increase in hours of work.
- In the event an employee, in exercising displacement, returns to a classification from which they had previously worked, the employee's initial placement in the different classification shall be into the position occupied by the employee with the lowest classification seniority occupying a schedule with the same number of hours of work or less.
- At the next scheduled selection process, the employee shall assume their relative classification seniority from the time last worked in that classification.
- (2) employees exercising displacement rights shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine suitability to perform the work required.
- (c) In the event the position from which the employee was laid off is restored within three years from the original date of layoff, the employee originally laid off may return to that position provided the Employer expects the position to be available for a minimum of two consecutive weeks. Other affected employees shall be returned to their previous positions.

13.4 Pre-Layoff Canvass

(a) Before a layoff occurs, the Employer will consult with the Union to discuss lessening disruption to customers and staff. Prior to the layoff of regular employees under Clause 13.2, the Employer shall canvass employees within the effected classification in order to invite.

- (1) placement on the casual list with no loss of service seniority or benefits;
- (2) early retirement;
- (3) a resignation or
- (4) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they shall be offered to qualified employees on the basis of service seniority.

(b) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven calendar days of issuance of a written notice to the employee or group of employees within the classification effected.

(c) Where an employee selects an option in (a) above, and the option is confirmed in writing by the employee and the Employer, such selection is final and binding upon the employee and the Employer, subject to this Agreement.

13.5 Recall Procedure

(a) Regular employees on lay-off shall be recalled to available work provided their qualified to do the available work, in order of service seniority. This is to be administered through Clause 27.1(e).

(b) Notwithstanding Clause 12.1, regular employees on lay-off shall be notified of a recall to a regular position by double registered mail. A regular employee being recalled must return to work within five days of receipt of the notice. In the case of illness and injury, the Employer shall have the right to make alternate arrangements until the recalled employee is able to return to work.

(c) The regular employee on layoff shall be responsible for informing the Employer in the event she changes her mailing address.

This is mostly a housekeeping exercise. Current Article 14.1(a) to (c) is deleted and replaced with the following Article 14.1(a) to (f):

14.1 Normal Straight-Time Hours of Work

(a) Unless the parties otherwise agree the normal straight-time (1x) hours of work for regular full time employees shall be as follows:

- (1) eight hours in any one working day.

- (i) Not more than five days within the seven day workweek (Sunday to Saturday), with two consecutive days of rest unless split days of rest are requested by the employee.
 - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
- (2) 10 hours in any one working day.
 - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with at least three consecutive days off unless split days are requested by the employee.
 - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
- (b) Unless the parties otherwise agree the normal straight-time (1x) hours of work for regular part time employees shall be as follows:
 - (1) Not more than 10 hours and not less than four hours in any one work day.
 - (i) Not more than five days within the seven day workweek (Sunday to Saturday) with two consecutive days of rest unless split days of rest are requested by the employee.
 - (ii) Not more than 40 hours in any five working days within the seven day workweek (Sunday to Saturday).
 - (2) Part-time employees shall not be scheduled for more than five consecutive days to be followed by two consecutive days of rest. For 10 hours in any one working day:
 - (i) Not more than four working days in any seven day workweek (Sunday to Saturday) with three consecutive days off unless split days are requested by the employee.
 - (ii) Not more than 40 hours in four working days in any seven day workweek (Sunday to Saturday).
- (c) Regular part-time and casual employees may work additional shifts to a maximum of 40 hours per week on a sixth day.
- (d) Casual employees occupying schedules as required, shall be scheduled in accordance with Clause 14.1(a) and (b).
- (e) It is understood that shifts that 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 Article 16.
- (f) Employees may work consecutive shifts provided that each shift begins on a different day and that each shift incurs a break of at least eight hours between the conclusion of the first shift and the commencement of the second.

14.2 Posting of Work Schedules

(a) A work schedule shall be posted two weeks in advance ~~in a conspicuous place on the Employer's bulletin board~~ for the information of all scheduled employees. The work schedule shall contain the following information:

- employee's name
- days off
- start time and ~~end time~~ **length of shift**

(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 and that affected employees are advised of any changes.

(c) The ~~chief~~ **designated** shop steward will be given a copy of each original schedule and any changes upon request.

Rest Period language has been returned to language found in the previous Agreement.

14.3 Rest Periods

All employees other than graveyard security and drop team employees shall receive a paid 15 minute break at the completion of 60 minutes of work, in accordance with operational needs. Graveyard security and drop team employees will receive an equal amount of breaks (to the amount of a paid 15 minute break at the completion of every 60 minutes of work) in accordance with operational needs. The 15 minutes will be consecutive, if an employee's break is interrupted the 15 minutes will start anew when the interruption is concluded.

In the event that an employee's break is less than 15 minutes in duration, the missed break time will be paid at overtime rates.

We made a few changes to Clause 15.2 that increase the ability for members to access work that comes available both during and after the shift selection process. In order to simplify the administration of the process itself, we have moved the shift selection from a biannual process to once per year. Notice the change in Clause 15.2(e) since the first tentative agreement.

A new Clause was added, Clause 15.4, to assign substitution opportunities.

15.2 Scheduling of Shifts

(a) *Scheduling Hours of Work*

The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. ~~Designated days of rest and~~ Work schedules, both full and part-time, in each ~~department~~ **classification**, shall be included in a shift selection process as set out below in ~~April and~~ ~~October~~ of each year and will be posted in the staff break room at least two weeks prior to the scheduled selection date. Implementation of the new schedule will be the first posted schedule in ~~May and~~ ~~November~~.

Shift Selection Process

~~In each department classification, employees will select designated days of rest and select available shifts for a work schedule, in order of departmental classification seniority, in April and October of each year.~~ **In October of each year, employees in each classification will select, by classification seniority, days of rest and available shifts to compose a work schedule.**

(i) Regular **and casual** employees who wish to take part in the shift selection process must complete an availability form and submit it to the Employer at least two weeks prior to the scheduled shift selection date. ~~In the event an employee leaves employment with the Employer during the two week period prior to the scheduled selection date, the Employer will make available the vacant schedule to the employees within the affected classification so they may again submit an availability form.~~ Regular employees who have work schedules have an option to maintain their work schedule or participate in the **shift** selection process. Regular employees who choose not to participate will not be permitted to select any shifts ~~or~~ days of rest that are available during the selection process. Regular employees may opt to participate by:

- a. Relinquishing one or more work schedule shifts into the selection process, and may access other work schedule shifts, if available on the same days, in order of ~~departmental~~ **classification** seniority; or
- b. Placing their entire work schedule shifts, including their days of rest into the selection process; or
- c. Requesting to relinquish one or more work schedule shifts into the selection process, and may access other work schedule shifts, if available on other work days, in order of ~~departmental~~ **classification** seniority, on the condition that the Employer can maintain its complement of core staffing to meet operational requirements. Such requests will not be unreasonably denied.

~~Departmental~~ **Classification** selection will take place on a mutually agreed upon date with a Shift Manager and the chief shop steward, or designate, in attendance to witness. Employees must be available and prepared to make their selection on that date. Participation can be in person or by phone.

- (ii) Employees must be available to work all shifts within the work schedule selected;
- (iii) **Within two weeks of a shift selection**, regular employees may **submit an amended final** availability form for the purpose of accessing additional work as per Clause 15.2(d).
- ~~(iii) Designated days of rest and work schedules that become available will be offered at the next selection process, in order of departmental seniority;~~
- (iv) Employees on approved leaves of absence are permitted to participate in the selection process in order of ~~departmental~~ **classification** seniority. The Employer will attempt to make contact with the employee at least two weeks prior to the scheduled selection date;
- (v) **Where** regular employees ~~who~~ drop shifts **during the selection process, those shifts shall be offered to other regular employees in order of classification seniority, provided**

they have indicated availability for that available shift. ~~are only eligible to pick up an additional shift during the selection process;~~

(vi) Where regular employees drop shifts after the selection process, the dropped shifts will be offered to other regular employees in order of classification seniority, for the remainder to the shift selection period, provided they have indicated availability for that available shift.

(vii) Except for (i) **and (iii)** above, regular employees are not permitted to change their availability.

(b) *Exchanging Shifts*

Employees may, by mutual agreement, exchange shifts within a seven day period provided that the employees have the ability to perform the work required and that no overtime or other penalties would be payable by the Employer to the employee(s) if such overtime or penalties would not have occurred in the first instance. Requests to exchange will be approved by the Employer and will not be unreasonably denied.

(c) *Temporary Vacancies and Vacant Schedules*

Where the Employer decides to fill a temporary work schedule as a result of an employer approved leave of greater than three months, or to fill a vacant schedule as a result of an employee leaving the Employer, the Employer shall post the vacant schedule in accordance with Clause 12.1(b). The schedule shall be filled by qualified employees who have expressed an interest, in order of classification seniority. In the event there are further temporary vacancies as a result of the temporary vacancy being filled, ~~the temporary vacancies will be filled in the same manner~~ *vacant shifts will be filled in accordance with the maximization language in (d) below.*

In the event there are no qualified employees within the classification who are interested in the temporary vacancy, the temporary vacancy shall be filled with the maximization language in (d) below.

~~Temporary vacancies and vacant schedules shall return to the schedule selection process as per (a) above.~~

(e) (d) *Maximization of Shifts*

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will undertake to maximize the length of shifts through the workweek before instituting shifts of lesser duration. Where a shift becomes available that is longer in duration than a scheduled shift, the longer shift will be offered in seniority order to employees scheduled to work a shorter shift on the same day **who have indicated that they prefer a different start time.** ~~Employees may maximize their hours by working in other departments when there are no hours available in their own department.~~

When a probationary employee completes probation and becomes a casual employee she may complete an amended availability form. Such a form will serve to either increase available work hours or to amend work days, subject to Article 27.1(a)2: weekend availability.

Regular part-time employee may maximize their hours by working additional hours within their own classification. When there are no hours available in their own classification, employees may

maximize their hours by working in a different classification, pursuant to Clause 27.1(f), provided they are qualified to do the work.

~~(d)~~ (e) *Preference in Start Times*

Where a shift becomes available that has a different start time, it will be scheduled in ~~departmental~~ **classification** seniority order to employees who have indicated their preference to work a different start time. Where a different start time becomes available with less than ~~24~~ **12** hours notice, the shift in question may, at the Employer's option, be filled **in accordance with** ~~using maximization of hours;~~ shift preference ~~may must be considered~~. Changes in preference in start times will only be accepted at designated selection dates. Where a different start time becomes available on a posted schedule, it will be offered in order of ~~departmental~~ **classification** seniority.

(e) **Regular employees who see a reduction of work as a result of operational reasons, shall be entitled to complete a new availability form in order to access work through (d) above and Clause 27.1(e).**

Clause 15.4 – Substitution Opportunities for Relief Supervisor

Substitution opportunities for work as relief supervisors shall be offered on an equitable basis.

It was necessary for us, after 10 years into an Agreement, to write clear and unequivocal language on overtime into your Agreement. It is for that reason; we deleted the existing language and rewrote the entire Article.

ARTICLE 16 – OVERTIME

Overtime and Early Out will be voluntary. Except in cases of emergencies, overtime shall be allocated on an equitable basis within the department requiring the overtime. Accordingly, no employee in another department shall be called out on overtime until all employees within the department requiring the overtime have had an opportunity to refuse overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work. If employees are required to take force outs, and no employees (or an insufficient number of employees) have volunteered to take force outs, management will require employees to take force outs on an equitable basis, with the hours lost averaged over each pay period. Employees will not be required to take force outs less than one hour prior to the end of their shift.

16.1 Definitions

- (a) "Overtime" means work authorized by the Employer and performed by an employee in excess of:
- (1) the scheduled daily hours per day (eight or ten);
 - (2) the scheduled weekly hours of 40 hours per week;
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight-time rate.
- (d) "Double-time" means twice the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in 15 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than eight minutes per day.

16.3 Recording of Overtime

The Employer shall record starting and finishing times for overtime worked.

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within each classification.

16.5 Early-Out

(a) Employees requesting early out must notify the Employer no earlier than 30 minutes before the start of their shift. An early-out list will be created on a first request, first offered basis. Employees can add their name to the early out list at any time during their shift.

(b) Where the Employer determines that operational requirements can be met with less staff after employees have begun working and no employee or an insufficient number of employees have notified the Employer that they request an early out, the Employer will canvass employees in no particular order to ask volunteers. The early out will be granted on a first canvassed, first granted basis.

(c) Where the Employer determines that the operational requirements can be met with less staff after employees have begun working and no employees or an insufficient number of employees have been asked and accepted to voluntarily leave their shift early, the Employer may require employees to end their shifts, on an equitable basis, in reverse classification seniority. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties. Employees will not be required to leave their shift less than one hour prior to the end of that shift.

16.6 Overtime Compensation

Employees requested to work in excess of their normal daily full shift hours as outlined in Clause 14.1 (Hours of Work), shall be paid:

(a) time and one-half for the first three hours of overtime on a scheduled workday of eight hours or time and one-half for the first hour of overtime on a scheduled workday of 10 hours; and

(b) double-time for hours worked in excess of the hours referred to in (a)(1) above.

(c) time and one-half for all hours beyond 40 hours in a workweek.

16.7 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during their scheduled hours of work to equalize any overtime worked.

16.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing.

16.9 Call-back Provisions

Employees called back to work, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates.

16.10 Rest Interval

An employee required to work beyond her completed shift shall be entitled to eight clear hours between the end of the overtime worked and the start of next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight hour period.

16.11 Overtime for Employees Working Less Than 40 Hours Per Week

- (a) An employee, scheduled to work a shift less than those of a full-time shift as defined in Clause 14.1 (Hours of Work), shall be paid at straight-time for the hours so worked, up to and including the hours of scheduled shift, eight or 10 hours, needed to make up 40 hours per workweek.
- (b) An employee working less than 40 hours per week, and scheduled for less than 5 days per week, who is called to work on a scheduled day of rest, shall be paid straight-time for the days so worked up to and including 40 hours per week.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.12 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one classification are obligated to inform the Employer and receive approval if they are asked to work hours that would result in overtime.

The Employer and the Union recognize that the nature of the work carried out by employees in some employer designated classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, when possible, make every effort to obtain authorization. If this is not possible, she will use her discretion in working the overtime and the Employer shall be considered to have authorized the time in advance.

We spent some time working through how calculations were being done for paid holidays. In the end we found that some corrections needed to happen as our annual hours of work include paid holidays, vacation and the actual hours we

work. In conducting this review, we noticed some employees were being paid more for their paid holiday days than the Employment Standards Act foresees and therefore, we were bound by the Act to correct this. There is a letter of understanding that addresses an administrative difficulty the Employer presently has in calculating days back for credit under Clause 17.2(b). This will be corrected by the summer of 2011. No one will suffer a loss in accordance with Clause 17.2(b) as a result.

We allowed more flexibility in using scheduled paid holiday days for sick days.

ARTICLE 17 - PAID HOLIDAYS

Housekeeping: Wherever the word "statutory holiday" is found within the Article, it is to be changed to "paid holiday"

17.1 Statutory Paid Holidays

The following shall be considered ~~statutory~~ **paid** holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

~~17.2 Statutory Holiday Falling on Day Off~~

~~In the event that an employee's day off falls on a statutory holiday, the employee shall receive a banked day in lieu at their normal day's wages as calculated in Clause 17.3 which shall be scheduled at a mutually agreed upon date. Requests for days in lieu will not be unreasonably denied.~~

~~17.3~~ 17.2 Payment for a Paid ~~Statutory~~ Holiday

(a) **Regular** employees will receive a normal days pay, credited to their ~~statutory day~~ **paid holiday** bank, for a ~~statutory~~ **paid** holiday, whether or not they are scheduled to work on the ~~statutory~~ **paid** holiday.

~~(b) For the purposes of this clause, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the 30 day period immediately preceding the week in which the statutory holiday occurs, divided by the number of days worked to establish the hours to be paid for the statutory holiday.~~

(b) For the purposes of this clause, a normal days pay shall be for all hours worked, exclusive of overtime, as follows:

(1) For an employee who worked less than 15 days of the 30 days prior to the paid holiday, an amount equal to the total days worked divided by 15;

(2) For an employee who worked 15 or more days of the 30 days prior to the paid holiday, an amount equal to a full days pay.

(c) An employee who is scheduled by the Employer to work on a paid holiday, shall be paid one and one-half times (1½x) their normal wage rate for any hours so worked, on all paid holidays in addition to the payment provided for in (a) above. Banked days will be scheduled at a mutually agreed upon time. Requests for banked days will not be unreasonably denied. ~~Banked days can be used for sick days.~~ **“Banked days may be used for sick days. In the event the employee does not have any time banked she may cancel an already-scheduled day and use it to cover the sick day.”**

(d) An employee who works in excess of 11 hours on the paid holiday shall be paid at double time (2x) for all such additional hours worked.

(e) Paid holidays listed in Article 17 will not be considered as time worked for the calculation of overtime in the pay week where an employee does not work on the paid holiday. The paid holiday will be recognized in accordance with Clause 17.2(a) above.

(f) When requesting days off, available paid holiday banked days must be used before days off can be taken without pay. Employees who submit a request for days off who do not have any paid holiday banked days, shall have their request prioritized by the date received by the Employer. Such approval shall not be unreasonably denied.

(g) Paid holiday banked days may be combined with and taken in conjunction with vacation days.

17.4 17.3 Paid Holiday During Employee's Vacation

(a) Should any paid holiday occur during an employee's vacation period, the formula in Clause 17.2(b) shall be applied to the 30 day period immediately preceding the week in which the vacation commenced.

(b) Should a paid holiday fall during the first or second week immediately following the end of an employee's vacation, the formula in Clause 17.2(b) will be applied to the 30 day period immediately preceding the week in which the vacation commenced.

Vacations are as they were before, except that members can now take individual vacation days.

Clause 18.2(f) delete the words “two weeks” and replace with “ten vacation days”.

18.3 – Vacation Scheduling Preference by Classification Seniority

(a) Employees shall have preference in respect to annual vacations **days** according to their **classification** seniority ~~list in the job/department~~ provided they file applications before December 1st of each year for vacations **days** to be taken the following year. After December 1st all applications **for vacation days** will be treated on a first come first served basis. It is agreed that vacation **day** schedules will be established so there are sufficient employees remaining at the casino in each ~~job~~ **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 year shall be from January 1st to December 31. The vacation ~~day time~~ calendar shall be located in an area readily accessible to all employees.

(b) Subject to (a) above, all vacation **day** requests submitted to the ~~Company~~ **Employer** shall be approved in writing within two weeks of receiving written notice from the employee. Vacation **day** 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.

(c) Employees will be permitted to commence a single vacation period in one vacation year and conclude the vacation in the following vacation year. When this occurs, the vacation entitlement will be taken and selection will be made in the year in which the vacation commences.

(d) **All employees are required to schedule a minimum of ~~two weeks~~ ten vacation days. ~~All earned vacation time must be taken off.~~** Vacation **days** which remains unscheduled in accordance with (a) **above**, prior to July 1st, may be scheduled by the Employer, to be taken prior to December 31st.

(e) Employees may schedule vacation days singularly or concurrently. Vacation days may be taken in conjunction with paid holiday bank days, subject to operational requirements noted in (a) above.

We expanded leave provisions. Please read through as these changes may affect you in a positive way. In 19.5 – Education Leave, we secured the unscheduled banked holiday pay from mandatory usage in education leaves.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

~~All employees suffering a loss of a family member will be eligible for a three day or a one day bereavement leave with pay, commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, a three day leave will be granted for the loss of a spouse, same sex spouse, common-law spouse, parent, guardian, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, sibling, child or grandchild of an employee. Where out of province travel is required, an employee will receive one additional day of bereavement leave. A one day leave will include the loss of an aunt, uncle, niece or nephew. Additional time, if needed, shall be granted without pay.~~

All employees suffering a loss of a family member will be eligible for a three day or one day bereavement leave , commencing with the employee's date of notification of death or ending with the day of the funeral. For the purpose of this provision, a three day leave with pay will be granted for the loss of a spouse, parent, guardian, father-in-law, mother-in-law, brother in law, sister-in-law, grandparent, *great grandparent*, sibling, child grandchild or *great grandchild* of an employee or someone living with the employee as member of the family. Where out of province travel is required, an employee will receive one additional day without pay of bereavement leave.

A one day leave without pay will include the loss of an aunt, *great aunt*, uncle, *great uncle*, niece and nephew. Additional time, if needed, shall be granted without pay. Such leave shall not be unreasonably denied.

19.2 Family Responsibility Leave

(a) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, the care or health of any other member of the employee's immediate family **or the care or health of someone living with the employee as a member of the family**. Additional time off for these purposes shall not be unreasonably denied.

(b) For purposes of this article "*immediate family*" means the spouse, ~~same sex spouse, common law spouse,~~ parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, guardian, sibling, child or grandchild of an employee **or someone living with the employee as member of the family**.

19.3 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,~~ **for the Employer** shall be compensated at the same hourly rate as called for in this Agreement, ~~with a minimum of four hours pay~~ **without loss of pay as well as reasonable expenses for food and travel.**

19.5 Educational Leave

~~An employee may be granted a leave of up to four months, without pay and without loss of seniority, for educational purposes. Seniority will continue to accrue for the first three months of educational leave.~~

Upon the completion of one year of employment an employee may be granted a leave of up to four months, without pay and without loss of seniority, for educational purposes. This leave shall be restricted to the four month maximum once per 12 month period beginning on the first day of the education leave. The employee agrees to use any unscheduled vacation and *unscheduled* banked paid holiday days as part of the education leave.

Such leave request shall not be unreasonably denied.

The Employer reserves the right to request proof of enrolment.

19.6 General Limitation on Leaves of Absence and Requested Days Off.

(a) All leaves of absence **and Requested Days Off** provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate ~~article~~ **clause** that the 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 14 calendar days or more under this clause after one year of service and for one leave each year thereafter. All

employees shall apply in writing to the Casino General ~~Executive~~ Manager at least 30 days prior to the commencement of the proposed leave, and such leaves shall not normally exceed three months. The written request for leave must state the exact period of the leave, including the return to work date. Relevant support documents will be provided at the time of the request or as soon as possible thereafter. Such leaves ~~will~~ **shall** not be ~~granted~~ **permitted** for the purpose of ~~the an~~ **an** employee ~~working~~ **being employed** elsewhere. ~~during the leave. Employees on an approved leave of absence who obtain other employment without the expressed written consent of the Employer will be considered to have resigned their position.~~ **However, employees may seek expressed permission to access a leave under this clause for employment in the service of the Canadian Armed Forces, and employed in international human service foundations such a non-governmental organizations.** No benefits will be paid during unpaid leaves of absence, after the last day of the month ~~following the date of the leave of absence in which the leave of absence begins.~~ An employee who wishes to remain covered by the group benefits plan prescribed in this Agreement may do so by paying the cost of the premiums, monthly in advance, subject to approval by the carrier of such plan.

19.9 Special Leave (NEW)

Where leave from work is required, a regular employee shall be entitled to special leave without pay for the following:

- (a) Marriage of the employee – two days;
- (b) Moving household furniture and effects – one day;
- (c) Attend their formal hearing to become a Canadian citizen – one day.

A minimum of two weeks' notice shall be given by the employee requesting special leave. For the purpose of (a) and (b) above, such leave shall be granted first from the employee's banked paid holiday days should days be available.

Changes noted reflect the changes that occur with the leaves noted as per legislative and human rights code changes.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least 30 days notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four weeks notice of such change unless there is a valid reason why notice cannot be given.

20.1 ~~Pregnancy~~ Maternity Leave

- (a) ~~A pregnant employee is entitled to up to 17 consecutive weeks of unpaid leave if the leave commences before the birth of the child or termination of the pregnancy. This leave may start no~~

~~earlier than 11 weeks before the expected birth date, and must end no earlier than six weeks after the actual birth date. If the leave commences after the birth of the child or the termination of the pregnancy, the employee is entitled to six weeks of unpaid leave.~~

~~(b) An initial period of leave may be extended for up to six weeks of unpaid leave if an employee is unable to return to work for reasons relating to the birth or the termination of the pregnancy.~~

~~(c) A birth mother may extend this leave by an additional 35 weeks of unpaid parental leave.~~

~~(d) A request for leave must be given in writing to the Employer at least 30 days before the day the employee proposes to begin the leave.~~

~~(e) A request for a shorter period of leave must be given in writing to the Employer at least 14 days prior to the date the employee proposes to return to work and be accompanied by a medical practitioner's certificate stating the employee is able to resume work.~~

(a) The employee shall be granted leave for a period not longer than 17 weeks.

(b) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.

(c) A request for a shorter period as per 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer shall, upon request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform duties for the Employer.

(f) Maternity leave may be extended for health reasons relating to the birth or the termination of the pregnancy where a qualified medical practitioner's certificate is presented.

20.2 Parental Leave

~~(a) An employee (birth mother, birth father or adoptive parent) who requests parental leave under this article is entitled to up to 37 consecutive weeks of unpaid leave.~~

~~(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 additional weeks of unpaid leave beginning immediately after the end of the leave.~~

~~(c) A request for leave must be given in writing to the Employer at least four weeks before the employee proposes to begin leave and will be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave. Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.~~

~~(d) The combined entitlement for pregnancy and parental leave is limited to 52 weeks, plus any additional leave the employee is entitled to because of health reasons.~~

- (a) Upon application, an employee shall be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 20,
 - (2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 52 week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the 52 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological or emotional condition, the employee may be entitled to additional leave. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.
- (d) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

With Clause 21.3 we sought some recognition of the First Aid Attendant responsibilities in accordance with WorksafeBC. For these reasons, we were able to convince the Employer to add the premium for the designated attendants and that the Employer will share with those attendants equitably.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.3 First Aid Attendant

Employees who take time off at the direction of the Employer to take a recognized Occupational First Aid Program shall do so with pay, and shall be compensated for mileage when using their personal vehicle. The cost of the course and course materials shall be borne by the Employer.

The responsibility of first aid attendants designated by the Employer shall be in accordance with the WorkSafeBC First Aid Regulations.

~~Designated employees shall receive a premium of \$0.50 per hour for all hours worked as First Aid Attendants.~~

One designated employee per shift, with a valid First Aid Certificate, shall receive a premium of \$0.50 per hour for all hours worked as a designated First Aid Attendant. First Aid Attendant time will be shared on a fair and equitable basis within each shift and within a calendar year.

Employees assigned by the Employer to fulfill first aid responsibilities for patrons of the Employer shall be so designated from the Security classification.

Many of you will remember that a BCGEU shop steward was murdered at a worksite a number of years ago. As a result, your Union has been working to insure that language such as that found in Clause 21.4 is found within Agreements. We will work with the respective OH&S committees to put these protocols in place.

21.4 Emergency Protocols (NEW)

The parties agree to assist the OH&S Committee to structure emergency protocols for the worksite. Such protocols, once established, shall be made known to all employees and posted on the union bulletin boards.

The parties agree to assist the OH&S Committee in developing a Critical Incident Debrief protocol.

A bump in the Plan A & B dental plan maximum. Previously to be effective on September 5, 2012. Now to be effective after ratification.

23.2 Dental Care Benefits

Plan A and B – Increase the \$1500.00 per calendar year to **\$2000.00** calendar year (October 1st to September 30th) combined.

We have clarified how benefits are achieved and how they are lost. Please read Appendix B

23.3 Benefit Entitlement

(a) Subject to *hours excluded for calculation found in Appendix B*, ~~entitlement requirements of the group benefit plan~~, in order to be eligible under the Agreement *for the group benefit plan*, employees must **have worked or have been scheduled to work** for a minimum of 24 hours per week consistently during the four month period prior to joining the group benefit plan. ~~An employee who has been scheduled to work a minimum of 24 hours per week, but has failed to meet that requirement due to requested days off shall fail to maintain the group benefit plan as per (b) below.~~

~~Continuation of benefits during unpaid leaves of absence and requested days off will be calculated in accordance with Clause 19.6 – General Limitations on Leaves of Absence and Requested Days Off.~~

~~(b) — An employee who fails to maintain an average of at least 24 hours per week (over how long?) as per (a) above, shall lose the group benefit entitlement, unless the failure to maintain the hours per week is a result of layoff a reduction of hours due to the operational requirements of the Employer.~~

~~(c) — If a regular employee chose to accept a lay-off in accordance with Clause 13.3(b) and does not make herself available for additional work in accordance with Clause 27.1(e)(2), the employee shall not be entitled to access the group benefit plan unless they are recalled to a regular position of at least 24 hours per week. Once recalled, the provisions of Clause 23.3(a) shall apply.~~

~~(d) — Where a regular employee on layoff accepts work in accordance with Clause 27.1(e)(2), the employee must maintain at least 24 hours to remain on the group benefit plan in accordance with (b) above.~~

~~(b) To determine ongoing eligibility, the Employer will conduct quarterly reviews (March 31, June 30, September 30 and December 31) of the hours worked versus eligibility requirements for employees on the group benefits plan. If an employee's weekly average hours of work fall below 24 for the quarter being considered, she will be issued a letter advising her of this and of the causes. Should the employee not increase her work hours during the next quarter such that the six month average (3+3) of eligible hours does not reach the 24 hour weekly average minimum, her benefits coverage will end.~~

~~A few changes were made here; mostly housekeeping and administrative. We did include laid-off regular employees in the menu for a call-in in Clause 27.1(e)(2).~~

ARTICLE 27 - ON-CALL CASUAL EMPLOYEES

Wherever the words "On-Call" are used, replace with "Casual"

Wherever the words "Re-Bid" are used, replace with "Schedule Selection"

27.1 Call-In Procedure for ~~On-Call~~ Casual Employees

(a) Employees shall be available for work as follows:

(1) Probationary employees will submit their days and hours of availability prior to the commencement of employment. Such availability will include at least two days of each Friday, Saturday or Sunday. Changes in availability are not permitted during the probationary period.

~~(2) On-call employees can only change their availability during the re-bid schedule selection process.~~ Availability for on-call employees hired after ratification will include at least two days of each Friday, Saturday or Sunday. A change in availability will not permit an on-call employee to displace another employee from a shift that has already been assigned.

(3) Notwithstanding (a)(1) and (a)(2) above, an employee who is or becomes a student in a bona fide educational course or program, shall have, while enrolled in the course or program, the ability to temporarily adjust their dates of availability until completion of the course or program. The Employer may require proof of enrolment.

- (b) The availability form will include jobs for which an employee is qualified, a maximum of two contact numbers, the employees signature and the Employer's signature along with the date on which the form was received.
- (c) The Employer is not obligated to call the employee for shifts which the employee has indicated unavailability for.
- (d) If a probationary or an on-call employee fails to work six shifts for which availability was given in any continuous 90 day period, they will be deemed to have resigned.
- (e) Employees shall be offered work by ~~departmental~~ **classification** seniority in the following order;
- (1) Regular employees within the ~~department~~ classification who have not maximized their hours in accordance with Clause 15.2.
 - (2) **Regular employee's on layoff within the classification, in order of service seniority;**
 - (3) On-call employees within the ~~department~~ **classification**.
 - (4) Regular employees in other ~~departments~~ **classifications** who have not maximized their hours in accordance with Clause 15.2.
 - (5) On-call employees in other ~~departments~~ **classifications**
 - (6) Probationary employees.
- (f) Employees shall be entitled to register for work in any ~~department~~ **classification** in which they are qualified. Employees must work at least one shift in a six month period in each ~~department classification or classification~~ they are registered for in order to remain on the ~~on-call~~ **casual** list as a trained employee in that ~~department or~~ classification.
- (g) ~~On-call~~ **Casual** and probationary employees will be called between 9:30 and 11:30 a.m. and 4:30 and 6:30 p.m. If any ~~on-call~~ **casual** or probationary employee indicates availability and is not available to receive the call, it will be counted as an occurrence for the purposes of (d) above. If any ~~on-call~~ **casual** or probationary employee is called outside these hours, it will not be counted as an occurrence for the purposes of (d) above. When filling shifts with less than 24 hours notice, call times and waiting periods will be disregarded.
- (h) All calls shall be recorded in a logbook. The logbook shall show;
- (1) The shift to be filled.
 - (2) The name of the employee called and phone numbers used.
 - (3) Date and time of call(s).
 - (4) The final outcome of the call(s) whether the casual shift was accepted, declined or no response within the time allotted.
 - (5) Signature of the caller.
- (i) The procedure for calling employees to work shall be as follows
- (1) If an answering machine or pager is reached the caller will leave a message, wait five minutes, and then proceed to the next available employee in order of seniority. If a busy signal is

encountered, the caller shall wait five minutes and call again. If no response, the caller will proceed to the next available employee, in order of seniority.

(2) When the employee is reached, they may accept or decline the shift. Whether the employee has accepted or declined will be recorded in the logbook.

(3) If no direct contact is made with the employee, the logbook shall show no response.

(4) In the event of a dispute, the Union shall have access to the logbook and will be provided with copies upon request.

(j) Probationary and on-call employees who decline work in the following circumstances will not have the decline counted as an occurrence for the purpose of (c) above.

(1) Absence on a WCB or ICBC claim;

(2) Maternity, parental or adoption leave;

(3) Bereavement leave;

(4) Leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;

(5) Illness (proof of illness may be required if the absence is greater than five days or where it appears that a pattern of consistent or frequent absence is developing);

(6) Illness of a dependent child or spouse of an employee (proof of illness may be required if a pattern of consistent absence is developing);

(7) Union leave;

(8) Jury duty;

(9) Medical or dental appointments;

(10) Approved leaves of absences without pay.

APPENDIX A

We made a number of adjustments in the wage structure of the Agreement as well as an earnest attempt to remedy a systemic problem that was in our wage structure.

In negotiating money, there are a number of issues that need to be considered, These are mostly driven by the assertions of the members, then tempered with your Employer's ability to pay.

We had sought what is known as a "wage compression". This would have placed the members into a sliding wage scale, subject to their years of service, where all would get to the optimum rates in time. When we went through that

proposal in detail with the Employer and added up all those who would move thorough the scale over the life of the Agreement, the cost was way too expensive.

When we were able to engage in a free conversation with the Employer, we found that we had a number of issues that the Employer could empathize with:

- 1) The present wage system has been in place for 10 years, and;*
- 2) The wage system lost it's ability to recognize years of service as a loyalty measurement for members, and;*
- 3) Without that measurement, a number of employees, particularly those who started in 2004 or later, were falling farther behind, and;*
- 4) Something needed to be done, at least in part, to address this.*

Because a wage grid is needed in your Agreement to address employees wage rates and movement through those wage rates by years of service, we agreed to put in a wage grid that will apply to present probationary employees and new hires after ratification. This is found in the "Wage Grid".

Because we could not do a wage compression of existing rates as the cost is prohibitive, we were able to do the following:

- a) For employees who have passed probation and have less than three years of service on September 4, 2010, they are placed in the first line of column 1 in the wage schedule below and will receive 3% (retroactive to September 5, 2010);*
- b) For employees who have at least three years of service and less than six years on September 4, 2010, they are placed into the second line of column 1 and will receive 4%, retroactive to September 5, 2010.*

All other employees are to find their respective rate of pay in one of the columns under each classification, and then they can draw a lateral line across the schedule to determine their applicable rate of pay over the life of the Agreement. Each annual increase is effective on September 5th and has a value of at least 2%.

Another note is that there were a number of columns that saw only marginal differences in the wage rate compared to the next highest column. Those marginal columns have been eliminated and any members who were making those marginally less amounts have been moved to the next highest level. You will be able to determine if you fit into this group if you look at your existing wage rate on your pay stub and compare that to the columns. If your wage rate is not found in a column, but is close to the next highest rate, the next highest rate is where you will move to. This was done because the amount of wage columns within the schedule grew over the last six years to what we felt was a ridiculous amount of columns.

Lastly, over time, the columns will begin to disappear. As each column becomes vacant because it no longer contains any incumbents, we have agreement from the Employer that the vacant column be deleted. We have a number of columns with three or less members occupying same. To us, this made perfect sense, because of the way the schedule is structured no member has the ability to go from one column to the next higher one. They can only move laterally, making every vacant column redundant.

We did raise some concerns presented to us by the membership about how some wage rates saw some advantages not anticipated with recent Employer policy changes. We believe we have fixed that problem into the future with the “Wage Grid”. To fix it retroactively is not possible, and to treat any member of the BCGEU in an arbitrary fashion because of Employer policy changes – changes beyond the control of the Union or any members in question – was not seen as a fair and reasonable thing to do. Our duty to represent the membership in a manner that is not arbitrary, discriminatory or in bad faith includes all members.

You can see that we put significant thought into how we can work our wage structure into the future. We saw a definite need in a wage grid, but an immediate implementation for existing members was just not achievable. Instead we have moved toward the future starting after the Agreement is ratified.

Wage Classification Schedule

Schedule of Wages by Classification	Sept 5/09	Rate beginning Sept 5, 2010	Rate beginning Sept 5, 2011	Rate beginning Sept 5, 2012
		2%	2%	2%
Security				
Zero to less than 3 yrs (3%) 1	14.28	14.71	15.00	15.30
3 yrs to less than 6 yrs (4%)		14.85	15.15	15.45

Schedule of Wages by Classification	Sept 5/09	Rate beginning Sept 5, 2010	Rate beginning Sept 5, 2011	Rate beginning Sept 5, 2012
2	14.59	14.88	15.18	15.48
3	14.89	15.18	15.48	15.79
4	15.18	15.48	15.79	16.11
5	16.22	16.54	16.87	17.21
6	16.74	17.07	17.41	17.76
7	17.77	18.12	18.48	18.85
8	18.29	18.65	19.02	19.40
Cashier				
Zero to less than 3 yrs (3%) 1	10.92	11.24	11.46	11.69
3 yrs to less than 6 yrs (4%)		11.35	11.58	11.81
2	11.23	11.45	11.68	11.91
3	11.53	11.76	12.00	12.24
4	11.82	12.05	12.29	12.54
5	12.60	12.85	13.11	13.37
6	12.85	13.10	13.36	13.63
7	13.11	13.37	13.64	13.91
8	13.37	13.63	13.90	14.18
9	13.63	13.90	14.18	14.46
Slot Attendants/Games Hosts				
Zero to less than 3 yrs (3%) 1	10.92	11.24	11.46	11.69
3 yrs to less than 6 yrs (4%)		11.35	11.58	11.81
2	11.23	11.45	11.68	11.91
3	11.53	11.76	12.00	12.24
4	12.60	12.85	13.11	13.37
5	12.85	13.10	13.36	13.63
6	13.11	13.37	13.64	13.91
7	13.37	13.63	13.90	14.18
8	13.63	13.90	14.18	14.46
9	14.15	14.43	14.72	15.01
Dealers				
Zero to less than 3 yrs (3%) 1	10.40	10.71	10.92	11.14
3 yrs to less than 6 yrs (4%)		10.81	11.03	11.25
2	10.71	10.92	11.14	11.36
3	11.01	11.23	11.45	11.68
4	11.30	11.52	11.75	11.99
5	11.56	11.79	12.03	12.27
6	12.34	12.59	12.84	13.10
7	12.60	12.85	13.11	13.37
8	13.11	13.37	13.64	13.91
Drop Team				
1	13.77	14.18	14.46	14.75

Schedule of Wages by Classification	Sept 5/09	Rate beginning Sept 5, 2010	Rate beginning Sept 5, 2011	Rate beginning Sept 5, 2012
2	15.70	16.01	16.33	16.66
3	17.25	17.59	17.94	18.30
4	17.77	18.12	18.48	18.85
Guest Services Representatives				
Zero to less than 3 yrs (3%) 1	13.77	14.18	14.46	14.75
3 yrs to less than 6 yrs (4%)		14.32	14.61	14.90
2	14.08	14.36	14.65	14.94
3	14.38	14.66	14.95	15.25
4	14.74	15.03	15.33	15.64
5	14.97	15.26	15.57	15.88
6	16.53	16.86	17.20	17.54
Server				
Zero to less than 3 yrs (3%) 1	10.14	10.44	10.65	10.86
3 yrs to less than 6 yrs (4%)		10.54	10.75	10.97
2	10.44	10.65	10.86	11.08
3	11.08	11.30	11.53	11.76
4	11.45	11.68	11.91	12.15
5	12.05	12.29	12.54	12.79
6	12.32	12.57	12.82	13.08
7	12.58	12.83	13.09	13.35
8	13.10	13.36	13.63	13.90
Bartender				
1	13.96	14.23	14.51	14.80
Dishwasher				
1	15.01	15.31	15.62	15.93

This is the Wage Grid, moving laterally as per years of service, for probationary employees on the date of Ratification and new employees.

APPENDIX A

Wage Grid

Wage Grid effective Sept 5, 2010 for life of agreement						
	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Security	13.78	14.28	14.57	14.86	15.15	15.46
Cashier	10.40	10.90	11.12	11.34	11.57	11.80
Slot Attendants/Games Hosts	10.40	10.90	11.12	11.34	11.57	11.80

Wage Grid effective Sept 5, 2010 for life of agreement						
Dealers	9.90	10.40	10.61	10.82	11.04	11.26
Drop Team	13.27	13.77	14.05	14.33	14.61	14.91
Guest Services Rep	10.40	10.90	11.12	11.34	11.57	11.80
Server	9.64	10.14	10.34	10.55	10.76	10.98
Cook 1	15.49	15.99	16.31	16.64	16.97	17.31
Cook 2	14.49	14.99	15.29	15.60	15.91	16.23
Dishwasher	11.39	11.89	12.13	12.37	12.62	12.87

Movements on the Wage Grid will happen each September 5th.

APPENDIX B

Hours Excluded from Group Health Benefits

The below table identifies those absences excluded from group benefit eligibility calculations

Excluded Absence	Description
Authorized Absence	Unscheduled day off work
Requested Day Off	Scheduled day off work without pay
No Show	Absent from work without calling
Dropped Shift	Scheduled shift given away
Suspension	Suspended from work without pay
Unpaid Leave of Absence	Leave of absence from work

MEMORANDUMS AND LETTERS

The Union proposes that the existing Letter's of Understanding remain in force and effect for the life of the new Agreement, except as follows:

Letter of Understanding #3 – Scheduling – Union proposes this be deleted.

Letter of Understanding # 5 – Benefits Continuation – The Union proposes this remain with a date change as appropriate.

MEMORANDUM OF AGREEMENT 1**Sick Leave**

~~Effective January 1, 2011, the Employer shall provide regular employees at the beginning of each calendar year, January 1st to December 31st, three sick days. Sick days not used in any calendar year cannot be banked and carried over to the next calendar year.~~

MEMORANDUM OF AGREEMENT 2**Uniforms**

The parties agree to review the existing employer dress code policy in accordance with Article 7 – Employer/Union Relations, to determine if modifications or changes are necessary concerning issues around employee allergies, seasonal changes and fashion.

MEMORANDUM OF AGREEMENT 3**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 understands the need to remove patrons from the Casino who behave in an unacceptable 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.

MEMORANDUM OF AGREEMENT 4**Indemnity**

- (a) The Employer shall indemnify employees from any damages, judgments, legal fees, disbursements and court costs which result from any civil or criminal action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the proper performance of their duties, including a duty imposed by any statute or regulation. If an action is launched or proceedings take place this indemnification shall include the paying of any sum required in the settlement of such action or proceeding.
- (b) Subsection (a) does not apply where:
- (1) an employee has, in relation to the conduct that is the subject matter of the action or proceeding, been found liable for or guilty of criminal activity, proven dishonesty, gross negligence, fraud, malicious or wilful misconduct;
 - (2) the defence of the action or proceeding is covered by an applicable insurance policy.
- (c) In accordance with this Memorandum of Agreement, the Employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits. At the option of the Employer, the Employer may provide for legal services in the defence of legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of legal counsel chosen by an employee.
- (d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will

provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(e) The provisions of this Memorandum of Agreement shall be binding upon the Employer on the condition that employees shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them and such notice must be provided to the Employer in circumstances including, but not limited to, the following:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigate body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which the employee should reasonably expect that they might be the object of legal action, or
- (5) when the employee receive notice of any legal proceeding of any nature or kind.

MEMORANDUM OF AGREEMENT 5

Whistle Blower Protection

Purpose

The purpose of this Memorandum of Agreement is to provide a framework for employees to report suspected unlawful or fraudulent conduct, or breaches of Casino Policy, BC Lottery Corporation (BCLC) Regulations or Gaming Policy and Enforcement Branch (GPEB) Regulations ("misconduct"). A key element of this framework is the protection of employees from retaliation where the employees have made such reports in good faith and based upon reasonable belief.

Reporting Procedures and Investigation

Employees are expected to report suspected misconduct internally, to the Chief Privacy Officer, and allow the Employer an opportunity to investigate the matter, prior to raising the matter externally, including to the BCLC or GPEB.

When an employee who has reported suspected Misconduct is notified by the Employer that is investigation into the suspected misconduct is complete, the employee may choose at that point, but not before, to report the suspected misconduct directly to BCLC or GPEB, provided the employee reasonably and honestly believes that the matter has not been properly dealt with by the Employer.

The Employer will consider all reports of suspected misconduct to be provided in confidence, and will disclose such reports only to the extent required to adequately investigate the suspected misconduct or as required by law. Employees who are interviewed during an investigation following a report of suspected misconduct are expected to treat the matter confidentially and refrain from discussing it in the workplace or elsewhere.

No Retaliation

If an employee reports suspected misconduct, in good faith and based on a reasonable belief, and in accordance with this Memorandum of Agreement and its procedures, the employee will not be subject to discipline or retaliation by the Employer for making the report.

Disciplinary Offences

An employee who makes a knowingly false, frivolous, bad faith or malicious report of misconduct may be subject to discipline up to and including termination of employment.

An employee who retaliates against an employee who reports suspected misconduct may be subject to discipline up to and including termination of employment.

**MEMORANDUM OF AGREEMENT 6
Weekly Indemnity**

The Employer agrees to provide an employee paid Weekly Indemnity plan for employees who meet the entitlement requirements as per Clause 23.3. The Weekly Indemnity shall provide for coverage as follows:

- 66.7% of gross pay to a maximum of \$800.00 per week;
- Accident coverage is immediate;
- Illness coverage begins after 3 days of own occupation disability;
- 26 week maximum coverage.

The Union agrees to conduct a ballot for acceptance or rejection of the above Plan by the BCGEU membership. The balloting shall commence after the Employer has determined the respective costs per member associated with the Plan.

The threshold for acceptance shall be a majority of 75% plus one of voting members.

The Union further agrees that the Plan will incorporate 100% of eligible members.

LETTER OF UNDERSTANDING 5**Application of Clause 17.2(b) – Payment for a Paid Holiday**

The parties recognize that there will need to be administrative adjustments to the payroll system in order for the Employer to be able to meet the calculation requirements established in Clause 17.2(b).

The Employer anticipates and will endeavor to complete these administrative adjustments by the summer of 2011. The present practice of the Employer in applying the provisions within Clause 17.2(b) are such that the calculation noted is calculated from the week previous to the paid holiday. ~~Once the administrative changes are completed, the Employer will implement the formula calculations in accordance with the provisions in Clause 17.2(b).~~

The Employer agrees to inform the employees at least one pay period prior to the implementation as to on what date the adjustments will take effect.

LETTER OF UNDERSTANDING 6**Clause 2.2 – Bargaining Unit Work**

The parties recognize that a number of disputes have occurred between the parties with respect to the language and intent of Clause 2.2 – Bargaining Unit Work.

In discussions, the parties concur that there is a reasonableness test that must be applied when interpreting the intent of this language.

The Union concedes that the Employer has the right to operate its business in accordance with the Agreement. The Union also concedes that the Employer's business is one of hospitality and that providing service to customers is a priority.

The Employer concedes that the Union has a right to protect the integrity of the bargaining unit and that work within the bargaining unit is the work of the Union members.

When considering these understandings, the parties must consider whether the line between bargaining unit work and management work has been compromised or is the circumstance giving rise to this consideration sufficient on a reasonable basis to warrant a dispute.

The parties agree to work with the respective labour management committee's in assisting the parties with the application of the reasonableness test at the worksites.

LETTER OF UNDERSTANDING 7**Rest Periods and Sick Leave**

~~This will confirm discussions at the bargaining table around the intent of the change to the existing rest period language.~~

~~We believe there are significant benefits to be realized for all parties concerned:~~

- ~~1) Employees will be able to provide a greater customer service experience by being available on the floor to serve customer needs and provide continuity of service;~~
- ~~2) Staff members will enjoy one longer paid rest period and have the opportunity to leave the casino premises;~~
- ~~3) Staff members will receive three paid sick leave days per year.~~

~~The rest period change shall not result in a reduction of employees covered by the Agreement. There may be adjustments to some shift lengths occupied by employees who provide rest period coverage.~~