

**Ratification Document**  
**Between**  
**British Columbia Government Employee's Union (BCGEU) (the "Union")**  
**And**  
**Gateway Casinos – Grand Villa Casino (the "Employer")**

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**Legend:**

Words with highlight = improvements to current collective agreement

**Words with highlight, bold and double underline** = improvements achieved in addition to original ratification document

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**Monetary Highlights**

**Yearly wage increase** - once ratified you will be the highest paid casino workers in BC

- **January 1, 2018 - see page 2**
- **June 1, 2019 - see page 3**
- **June 1, 2020 - see page 4**
- **June 1, 2021 - see page 5**
- **Collapsed 7 steps to 4**

**Retroactive pay** – see page 7

- **The January 1, 2018 wage rates will be used to calculate retroactive pay on all hour worked to date of ratification. Retroactive pay will be paid before Christmas on a separate pay.**

**Term of Agreement** – see page 7

- The term of the agreement is January 1, 2018 to December 31, 2021

**Shift differential for Graveyard** – see page 8

- **Shift differential of .75 per hour for all hours worked between the hours of 22:00 to 06:00.**

**Sick Leave** – see page 8

- **1 additional sick day to a total of 4**

**Health Benefits** – see page 8 to 10 plus the resource page on the Health Spending Account

- **Health Savings accounts for workers who average 24 to less than 30 hours/week over 6 month averaging period up to \$750 annually.**

**First Aid premium** – see page 10

- **\$1.50 premium per hour worked as the Senior First Aid attendant.**
- **Employees with recognized First Aid credentials (Level 1, 2, or 3), will receive .75 per hour for all hours worked.**

**Safety Footwear Allowance** – see page 11

- **Annual footwear allowance of \$120 for employees who are required to wear safety approved footwear in the performance of their regular duties**
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**Appendix A**  
**Hourly Wage Rate**

**January 1, 2018**

Position	Probation	Post Probation	Step 1	Step 2	Step 3	Step 4
Dealer Supervisor			17.90	19.07	20.23	21.40
Slot Supervisor			16.55	17.83	19.12	20.40
Guest Services Supervisor			17.68	18.56	19.44	20.33
Security Supervisor			20.25	21.42	22.58	23.75
Count Team Supervisor			20.25	21.42	22.58	23.75
Cash Supervisor			20.25	21.42	22.58	23.75
VIP Host Supervisor			17.68	18.56	19.44	20.33
Boxman			16.08	18.13	20.19	22.24
Dealer - One-Game	13.00	13.20	13.55	14.00	14.50	15.00
Dealer - Two-Game	13.20	13.55	14.00	14.50	15.00	15.30
Dealer - Three-Game			14.30	15.05	15.80	16.55
Dealer - Four-Game			15.01	16.23	17.45	18.67
Dealer – Five Game			15.97	17.05	18.12	19.20
Slot Attendant	14.00	14.50	15.00	15.50	16.00	17.00
Security Officer	19.00	19.50	20.00	20.50	21.00	21.50
Guest Services Representative	15.45	16.11	16.77	17.44	18.11	18.78
VIP Host (Maples)	15.45	16.11	16.77	17.44	18.11	18.78
VIP Host (Cypress)	15.45	16.11	16.77	17.44	18.11	18.78
Lounge Host	14.84	15.80	16.75	17.71	18.66	
Count Team Member	15.50	16.00	16.75	18.10	20.83	21.25
Cashier	15.10	16.10	17.10	18.10	19.10	20.10
Busser/Porter	14.32	14.73	15.30	16.10	16.87	
Floor Server	13.50	14.05	14.60	15.15	15.70	
Lounge Server	13.50	14.05	14.60	15.15	15.70	
Café Associate	14.25	14.69	15.13	15.56	16.00	
Bartender	16.10	16.78	17.47	18.16	18.85	
Lounge Bartender	16.10	16.78	17.47	18.16	18.85	
Dishwasher	14.32	14.73	15.30	16.10	16.87	
Staff Kitchen Attendant	14.32	14.73	15.30	16.10	16.87	
3rd Cook	16.60	17.00	17.50	18.35	19.10	
2nd Cook	17.80	18.21	18.90	19.60	20.40	
1st Cook	20.34	20.75	21.40	22.04	23.00	

## **Appendix A**

### **Hourly Wage Rate**

**June 1, 2019**

Position	Probation	Post-Probation	Step 1	Step 2	Step 3	Step 4
Dealer Supervisor			18.26	19.45	20.63	21.83
Slot Supervisor			16.88	18.19	19.50	20.81
Guest Services Supervisor			18.03	18.93	19.83	20.74
Security Supervisor			20.66	21.85	23.03	24.23
Count Team Supervisor			20.66	21.85	23.03	24.23
Cash Supervisor			20.66	21.85	23.03	24.23
VIP Host Supervisor			18.03	18.93	19.83	20.74
Boxman			16.40	18.49	20.59	22.68
Dealer - One-Game	13.85	14.05	14.25	14.50	14.79	15.30
Dealer - Two-Game	14.05	14.25	14.50	14.79	15.30	15.61
Dealer - Three-Game			14.79	15.35	16.12	16.88
Dealer - Four-Game			15.31	16.55	17.80	19.04
Dealer – Five Game			16.29	17.39	18.49	19.58
Slot Attendant	14.28	14.79	15.30	15.81	16.32	17.34
Security Officer	19.38	19.89	20.40	20.91	21.42	21.93
Guest Services Representative	15.76	16.43	17.11	17.79	18.47	19.16
VIP Host (Maples)	15.76	16.43	17.11	17.79	18.47	19.16
VIP Host (Cypress)	15.76	16.43	17.11	17.79	18.47	19.16
Lounge Host	15.14	16.12	17.09	18.06	19.03	
Count Team Member	15.81	16.32	17.09	18.46	21.25	21.68
Cashier	15.40	16.42	17.44	18.46	19.48	20.50
Busser/Porter	14.61	15.02	15.61	16.42	17.21	
Floor Server	13.85	14.33	14.89	15.45	16.01	
Lounge Server	13.85	14.33	14.89	15.45	16.01	
Café Associate	14.54	14.98	15.43	15.87	16.32	
Bartender	16.42	17.12	17.82	18.52	19.23	
Lounge Bartender	16.42	17.12	17.82	18.52	19.23	
Dishwasher	14.61	15.02	15.61	16.42	17.21	
Staff Kitchen Attendant	14.61	15.02	15.61	16.42	17.21	
3rd Cook	16.93	17.34	17.85	18.72	19.48	
2nd Cook	18.16	18.57	19.28	19.99	20.81	
1st Cook	20.75	21.17	21.83	22.48	23.46	

## **Appendix A**

### **Hourly Wage Rate**

**June 1, 2020**

Position	Probation	Post-Probation	Step 1	Step 2	Step 3	Step 4
Dealer Supervisor			18.62	19.84	21.05	22.26
Slot Supervisor			17.22	18.55	19.89	21.22
Guest Services Supervisor			18.39	19.31	20.23	21.15
Security Supervisor			21.07	22.29	23.49	24.71
Count Team Supervisor			21.07	22.29	23.49	24.71
Cash Supervisor			21.07	22.29	23.49	24.71
VIP Host Supervisor			18.39	19.31	20.23	21.15
Boxman			16.73	18.86	21.01	23.14
Dealer - One-Game	14.60	14.80	15.00	15.20	15.40	15.61
Dealer - Two-Game	14.80	15.00	15.20	15.40	15.61	15.92
Dealer - Three-Game			15.40	15.66	16.44	17.22
Dealer - Four-Game			15.62	16.89	18.15	19.42
Dealer – Five Game			16.62	17.74	18.86	19.98
Slot Attendant	14.60	15.09	15.61	16.13	16.65	17.69
Security Officer	19.77	20.29	20.81	21.33	21.85	22.37
Guest Services Representative	16.07	16.76	17.45	18.14	18.84	19.54
VIP Host (Maples)	16.07	16.76	17.45	18.14	18.84	19.54
VIP Host (Cypress)	16.07	16.76	17.45	18.14	18.84	19.54
Lounge Host	15.44	16.44	17.43	18.43	19.41	
Count Team Member	16.13	16.65	17.43	18.83	21.67	22.11
Cashier	15.71	16.75	17.79	18.83	19.87	20.91
Busser/Porter	14.90	15.33	15.92	16.75	17.55	
Floor Server	14.60	14.80	15.00	15.76	16.33	
Lounge Server	14.60	14.80	15.19	15.76	16.33	
Café Associate	14.60	15.28	15.74	16.19	16.65	
Bartender	16.75	17.46	18.18	18.89	19.61	
Lounge Bartender	16.75	17.46	18.18	18.89	19.61	
Dishwasher	14.90	15.33	15.92	16.75	17.55	
Staff Kitchen Attendant	14.90	15.33	15.92	16.75	17.55	
3rd Cook	17.27	17.69	18.21	19.09	19.87	
2nd Cook	18.52	18.95	19.66	20.39	21.22	
1st Cook	21.16	21.59	22.26	22.93	23.93	

## **Appendix A**

### **Hourly Wage Rate**

**June 1, 2021**

Position	Probation	Post-Probation	Step 1	Step 2	Step 3	Step 4
Dealer Supervisor			19.00	20.24	21.47	22.71
Slot Supervisor			17.56	18.92	20.29	21.65
Guest Services Supervisor			18.76	19.70	20.63	21.57
Security Supervisor			21.49	22.73	23.96	25.20
Count Team Supervisor			21.49	22.73	23.96	25.20
Cash Supervisor			21.49	22.73	23.96	25.20
VIP Host Supervisor			18.76	19.70	20.63	21.57
Boxman			17.06	19.24	21.43	23.60
Dealer - One-Game	15.20	15.30	15.40	15.50	15.71	15.92
Dealer - Two-Game	15.30	15.40	15.50	15.71	15.92	16.24
Dealer - Three-Game			15.71	15.97	16.77	17.56
Dealer - Four-Game			15.93	17.22	18.52	19.81
Dealer – Five Game			16.95	18.09	19.23	20.38
Slot Attendant	15.20	15.39	15.92	16.45	16.98	18.04
Security Officer	20.16	20.69	21.22	21.75	22.29	22.82
Guest Services Representative	16.40	17.10	17.80	18.51	19.22	19.93
VIP Host (Maples)	16.40	17.10	17.80	18.51	19.22	19.93
VIP Host (Cypress)	16.40	17.10	17.80	18.51	19.22	19.93
Lounge Host	15.75	16.77	17.78	18.79	19.80	
Count Team Member	16.45	16.98	17.78	19.21	22.10	22.55
Cashier	16.02	17.09	18.15	19.21	20.27	21.33
Busser/Porter	15.20	15.63	16.24	17.09	17.90	
Floor Server	15.20	15.25	15.30	16.08	16.66	
Lounge Server	15.20	15.40	15.49	16.08	16.66	
Café Associate	15.20	15.59	16.06	16.51	16.98	
Bartender	17.09	17.81	18.54	19.27	20.00	
Lounge Bartender	17.09	17.81	18.54	19.27	20.00	
Dishwasher	15.20	15.63	16.24	17.09	17.90	
Staff Kitchen Attendant	15.20	15.63	16.24	17.09	17.90	
3rd Cook	17.62	18.04	18.57	19.47	20.27	
2nd Cook	18.89	19.32	20.06	20.80	21.65	
1st Cook	21.58	22.02	22.71	23.39	24.41	

## APPENDIX A Hourly Wage Rate

Game premium (Craps) 50¢ per hour

Security/First Aid premium 50¢ per hour **moved to 21.3**

### *Definition*

~~"Dealer Games" mean the following list: Blackjack; Baccarat; Pai Gow; Roulette; and Poker.~~ **moved to Definitions – (11)**

~~Shift Differential for Graveyard and Weekend Shifts~~ **Move to Article 15.2**

~~Employees who work shifts as defined as Graveyard or Weekend Shifts below, shall receive an additional 50¢ per hour for the hours worked and effective January 1, 2017, the shift differential for weekend shifts shall be increased to 75¢ per hour worked.~~

### *Graveyard Shift Times:*

- ~~• Six, seven or eight hour shifts that start at 21:00 hours through to and including 05:00 hours;~~
- ~~• 10 hour shifts that start at 19:00 hours through to and including 05:00 hours~~

### ~~Weekend Shift Times – Friday and Saturday Shifts:~~

~~All shifts that start at 18:00 hours through to and including 05:00 hours.~~

### **Dealer Levels:**

- Level 1: Any one of five
- Level 2: Any two of five
- Level 3: Any three of five
- Level 4: Any four of five
- Level 5: Five Games

Games pursuant to Definition "Dealer Games".

### **Wage Scales for Dealer Employees**

The parties agree that dealer employees will be paid in accordance with Appendix A (Wage Classification Schedule) whereas the rate of pay shall be in accordance with the number of games an employee is trained for and deemed qualified. This provision is not meant to restrict dealer employees from obtaining qualifications in other games. Wage rates for dealer employees when obtaining other games shall be in accordance with Appendix A. In respect of the wage tables, Appendix A, the number of games and step increments will remain the determinant for dealer employees' pay. Upon completion of training the new rate will apply.

### **Yearly wage increases (based on the wage grid below):**

- June 1, 2018 – as per the wage grid
- June 1, 2019 – as per the wage grid
- June 1, 2020 – as per the wage grid
- June 1, 2021 – as per the wage grid

### Retroactive pay:

The January 1, 2018 wage rates will be used to calculate retroactive pay on all hours worked from January 1, 2018 to date of ratification. Retroactive pay is payable only to current employees as at date of ratification.

### Placement and movement through the Grid

1. On January 1, 2018 each employee will be placed on the January 1, 2018 wage grid at their current step. Employees at greater than Step 4 will be placed at Step 4.
2. Employees who have not completed probation as of January 1, 2018 will be placed on the grid at the Probation rate. Employees who have completed probation but not yet completed a year of service as of January 1, 2018 will be placed on the grid at the Post Probation rate on January 1, 2018.
3. Each June 1, beginning in 2019, employees move to the next grid. At that time, employees will also move to the next step on the respective grid.
4. Employees who are at the top step of the grid shall receive the new top rate of the new grid each June 1, beginning in 2019.
5. Employees hired after January 1, 2018 will be placed at the Probation Step until they have completed their probation at which time they will immediately be placed at the Post Probation Step. Employees at the Post-Probation Step before June 1st in any year, beginning 2019, will move to Step 1 on June 1. Employees progress to the next step on every June 1st thereafter.
  - a. "Probation" means the probation period
  - b. "Post-Probation" means from end of probation until the next June 1<sup>st</sup>
6. In the event that an employee doesn't receive a wage increase by the placement on the January 1, 2018 wage grid, they will receive a 2% wage increase. Such an employee will continue to receive a 2% wage increase on each June 1, beginning 2019, as long as their wage rate exceeds the wage rate at the appropriate step on the wage grid for that year.
7. Incoming professionals may be excepted from (5.) above. Once placed on the grid by the employer they will progress to the next step each June 1 in accordance with (3) and (4) above.
8. Current employees accepted in a new classification will be placed on the wage grid in accordance to the number of years with the employer to a maximum of three years (Step 3).

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## **ARTICLE 29 30 - TERM OF AGREEMENT**

### **29.1 30.1 Duration**

- (a) The duration of this agreement shall be for a period ending December 31, 2017 (2021).

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

- (b) During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:

- (1) the parties enter into a new or further agreement;
- (2) the Union commences a legal strike; or
- (3) the Employer commences a legal lockout; ~~or.~~

(c) during the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this agreement.

(d) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

(e) The parties agreed to ratify any future agreements recognizing the two respective bargaining units as one.

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## **15.2 Shift Differential for Graveyard**

**All employees will be paid a shift differential of \$.75 per hour for all hours worked between the hours of 22:00 to 06:00.**

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## **19.11 Sick Leave**

(a) The Employer agrees to provide each employee with ~~three~~ **four** paid sick leave days per calendar year. The amount of sick ~~days~~ **leave** may not be banked or carried over from one year to the next.

(b) Sick leave ~~days~~ will be paid, inclusive of premiums, at the same rate the employee would have earned had they been able to work on the ~~sick~~-day in question.

(c) **Newly eligible employees will be prorated in the first year based on their eligibility date.**

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# **ARTICLE 23 - HEALTH AND WELFARE**

## **23.1 Provincial Medical Plan**

Effective the first day of the month after the employee completes their probationary period, **eligible** employees **(as identified in Article 23.4[c])** will be enrolled in the basic provincial medical plan for the employee and their families. The Employer will pay 100% of the premium.

## **23.2 Health and Welfare Plan**

The Employer will pay 100% of the premiums to provide coverage for eligible employees **(as identified in Article 23.4[c])** for the following benefits:

- (a) *Life Insurance* - \$25,000
- (b) *Accidental Death and Dismemberment* - \$25,000
- (c) *Dependant Life Coverage* - \$10,000 spouse and \$5,000 child

The Employer will pay 100% of the premiums for coverage for all eligible employees **(as identified in Article 23.4[c])** and their families for the following benefits:

- (d) *Health Care Benefits* - Extended Health, including prescription drugs and out-of-province benefit coverage. The Employer shall provide access to a Direct Pay Card for services covered.



(e) *Dental Care Benefits*

- (1) Plan A - 80%\*
- (2) Plan B - 50% - Maximum of \$3,000 per year (If coverage begins in second half of the year, the benefit is reduced by 50%).
- (3) Plan C - 50% - \$1,500 lifetime per child.

\*Plan A to include the composite fillings for all teeth.

- (f) *Vision care* — ~~effective January 1, 2017, c~~ Cost of eye glasses/contacts or laser surgery to \$300 every 24 months.

**23.3 — Benefit Entitlement moved to 23.4**

**23.3 Health Spending Account**

Effective January 1, 2019, eligible employees (as identified in Article 23.4) are entitled to participate in a health spending account, according to the following:

- (a) The amount for the account is \$375 to be credited each January 1<sup>st</sup> and July 1<sup>st</sup> in accordance with the employee's eligibility as per Clause 23.4;
- (b) Eligible expenses are as prescribed by the *Income Tax Act* for eligible medical expenses, and include dependent expenses;
- (c) The health spending account will be administered by a third party, who may require receipts or other proof of expense; and
- (d) Amounts credited to the health spending account will only terminate two years after the date of deposit:
  - (1) when employment terminates for any reason;
  - (2) if the employee becomes eligible for the Health and Welfare Plan prescribed in Article 23.2; and
  - (3) if the employee ceases to qualify under Article 23.4(b) for receipt of the health spending account.

**23.4 — Benefits Continuation moved to 23.5**

**23.3 23.4 Benefit Entitlement**

- (a) — ~~Subject to hours excluded for calculation found in Appendix C, in order to be eligible for benefits under the agreement for the group benefit plan, employees must have worked or have been scheduled to work for a minimum of 30 hours per week consistently during the three month period prior to joining the group benefit plan.~~
- (b) — ~~To determine ongoing eligibility, the Employer will conduct quarterly reviews (March 31st, June 30th, September 30th and December 31st) 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 30 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 (three + three) of eligible hours does not reach the 30 hour weekly average minimum, her benefits coverage will end.~~

On January 1<sup>st</sup> and July 1<sup>st</sup> each year, the Employer will assess benefit eligibility for the purposes of Articles 23.1, 23.2 and 23.3 by examining the average hours worked in the prior six month period subject to the hours excluded for calculation in Appendix C. Benefit eligibility will be determined according to the following:

(a) Employees who have worked or have been scheduled to work an average of less than 24 hours a week during the assessment period are not eligible for benefits under this article.

(b) Employees who have worked or have been scheduled to work an average of at least 24 hours but less than 30 hours a week during the assessment period are eligible for Article 23.3 benefits.

(c) Employees who have worked or have been scheduled to work an average of 30 hours or more a week during the assessment period are eligible to participate in Article 23.1 and Article 23.2 benefits.

(b)(1) To determine ongoing eligibility, the Employer will conduct quarterly reviews (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>) 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 30 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 (three + three) of eligible hours does not reach the 30 hour weekly average minimum, her benefits coverage will end

Employees cannot receive credits under Article 23.3 while also participating in the other benefits under Article 23.

#### **23.4 23.5 Benefits Continuation**

Benefits under this article will cease on the first of the month following the commencement of family responsibility leave in excess of five days per Clause 19.2(a), education leave and personal leave unless the employee opts to maintain benefits and pay the premiums, including any increases determined by the carrier during the term of the leave.

Benefits will continue to be provided by the Employer in the case of maternity, parental, medical and union leaves.

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#### **21.3 First Aid Attendant**

(a) Employees who take time off at the direction of the Employer to take a recognized Industrial 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.

(b) ~~The responsibility of first aid attendants designed by the Employer shall be in accordance with the Workers' Compensation Board First Aid Regulations. These designated employees shall receive a premium of \$0.50 per hour for all hours worked so designated.~~ The Employer will designate a first aid attendant to be the Senior First Aid Attendant on duty. Once so designated, the employee will receive a \$1.50 premium per hour worked as the Senior First Aid attendant.

(c) ~~Employees assigned by the Employer to fulfil first aid responsibilities for patrons of the Employer shall be so designated from the Security Department.~~ Employees (other than the Senior First Aid Attendant) with recognized First Aid credentials (Level 1, 2, or 3), will receive 75¢ per hour for all hours worked.

(d) All first aid attendants must perform duties in accordance with applicable occupational health and safety law and policy.

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## **24.2 Safety Footwear Allowance**

(a) Where employees, who have completed probation and are required to wear safety approved footwear in the performance of their regular duties, upon production of a receipt, will be reimbursed an annual footwear allowance of \$120.

(b) The Employee may purchase required footwear from a vendor of their choosing.

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## **Non-Monetary Highlights**

### **Article 11 Seniority – see page 27**

Re-wrote language to clarify how classification seniority is established and made it easier for members to interpret. This will ensure that the employer applies seniority how the members intend it to be applied. This also helps the stewards better interpret the agreement and represent members in discussions with the employer.

### **Article 12 - JOB POSTINGS, CAREER ADVANCEMENT, AND COURSES – see page 31**

Previously, there was only language for supervisors in this article and now we have added language for how non-supervisor vacancies are to be posted and filled. We have also added language for new positions and clarified language on trial periods. Review article 12 for details on these changes.

### **Article 15 Shift Work – see page 37**

Substantial adjustments to outline the process and preparation of the yearly shift pick to ensure that the employer follows the process within the proper timelines. Vacation pick will be aligned with the yearly shift pick under this new language. We negotiated language for minimum call-in pay – see article 15 for details.

### **MEMORANDUM OF AGREEMENT XX - Scheduling of Shifts Committee – see page 58**

The new language for this agreement. The parties will convene a meeting within 120 days to discuss scheduling of shifts casino-wide and determine if some departments might benefit from a process that is different than the process outlined in article 15. This allows flexibility in shift pick process for each classification.

### **19.5 Education leave – see page 41**

Substantial improvements to the language to allow for members to continue their education without loss of seniority.

There is also language to allow for members to take time off or to have their work schedules temporarily adjusted to write exams.

### **Article 27 Call in procedures for additional work – see page 44**

Substantial revision of the current wording of Article 27. The new language identifies that additional work is available and how it can be accessed. Members who are not able to maximize hours in their primary classification during shift may pick up additional work after shift pick.

Added, early morning, early afternoon and night shift, to the availability form so members can be more specific about their availability.

**Article 28.6 Incoming professionals – see page 48**

Broadened definition of incoming professionals to include other classifications.

**Article 28.7 Copies of Agreement – see page 48**

This is new language that is a cost share between the union and the employer for printing agreements. It also puts a timeline of 2 months for the completion of proofing of the new agreement.

**Article 29 - Domestic Abuse – see page 48**

This is new language in the agreement. This language establishes the process for accommodations and leave for victims of domestic violence.

**MEMORANDUM OF AGREEMENT 4 - F&B GRATUITY (TIPS) POLICY – see page 56 - REVISED**

F&B Gratuity Policy is new language to reflect the current practice for F&B tips. The establishment of a F&B working group with representation from back of house, front of house, lounge and busser/porters will be convened within 30 days of ratification. Further, the Employer will begin to provide total sales and detailed sales reports for F&B employees

**MEMORANDUM OF AGREEMENT 5 - Abusive Patron Incident Review Committee – see page 57**

The new language for MOA5 – Abusive Patron Incident Review Committee will ensure that members will have a formalized process to deal with every report of patron abuse. Patron abuse will be a standing item at all labour management meetings where all reports will be reviewed and followed up. A committee will be convened within 30 days of ratification to review the current policies and processes and to make recommendations to ensure that all employees are aware of the process to report.

**MEMORANDUM OF UNDERSTANDING 7 Emergency Evacuation Review Committee – see page 57**

This is new language for this agreement and is meant to ensure that, through the joint health and safety meetings, that the current policy and process for emergency evacuation is clearly communicated to all workers.

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**OTHER CHANGES**

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**DEFINITIONS**

**For the purpose of this agreement:**

- (1) "Agreement" – means this collective agreement.
- (2) "Bargaining units" – are defined as the bargaining units for collective bargaining described in Section 1, definitions, of the *Labour Relations Code* (British Columbia) for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board (British Columbia).

For the Supervisors: on July 3, 2008 (Supervisors – Slot and Dealer Departments)

as amended for Guest Service Representative Supervisors on December 8, 2008;  
as amended for Count Team Supervisors on January 20, 2009;

as amended for Cashier Supervisors on September 17, 2009;  
as amended for Security Supervisors on April 6, 2011;  
as amended to Boxman on February 1, 2016;  
as amended to Casino Host Supervisors on October 11, 2017.

For Front Line employees: on July 31, 2008 (Slot Attendants and Dealers)

as amended for Guest Service Representatives and Security Officer on December 8, 2008;  
as amended for Count Team and Food and Beverage on May 19, 2009;  
and as amended for Cashiers on March 9, 2011;  
and as amended for VIP Hosts on June 29, 2012;  
and as amended to Boxman on February 1, 2016.

(3) "Basic pay" – means the rate of pay negotiated by the parties to this agreement.

~~(29)~~(4) "Bullying" – means verbal or physical conduct that over a period of time, continuously and systematically: intimidates, shows hostility, threatens or offends; interferes with an employee's performance; otherwise adversely affects others. Bullying conduct includes the list presented in Appendix D.

~~(9)~~(5) "Child" – wherever the word "child" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse.

~~(25)~~(6) "Classification" – means the positions within the bargaining units found within Appendix B - Classifications.

~~(24)~~(7) "Classification Seniority" – means ~~from the first shift worked~~ an employee's placement date in that classification. ~~Classification seniority previously earned will remain credited, but shall not continue to accrue, if that employee leaves a classification to work in another classification.~~

(8) "Common-law spouse" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.

~~(26)~~(9) "Continuous Employment" – means uninterrupted employment with the Employer and includes continuous employment where an employee transfers their employment from any Gateway Casino and Entertainment Limited operation or property to the Grand Villa Casino.

~~(11)~~(10) "Day of rest" – means a day other than a paid holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.

(11) "Dealer Games" – means those games defined in Appendix A for Dealers game 1 to game 5. The games are: Blackjack, Baccarat, Pai Gow, Roulette, and Poker;

~~(28)~~(12) "Designated Days of Rest" – means ~~where an employee who has had an opportunity to pick a schedule, and where working an additional shift would incur overtime, the employee shall have normal days of rest as follows: three days for employees who work at least one 10 hour shift per week; two days for employees working eight hour shifts in a week. Designated days of rest are required for employees who have had an opportunity, but chose not to pick a schedule as noted above in any two of the shifts defined in Article 27 – Morning Shift, Afternoon Shift and Graveyard Shift~~ an employee's regular scheduled days of rest on which an employee is not ordinarily required to perform the duties of their position.

~~(4)~~(13) "Employee" – means an employee of the Employer included in the bargaining unit- and is defined as one of the following:

~~(6)~~(a) "Regular employee" – means an employee who has accepted a consistent schedule and who has completed probation.

(i) "Supervisor" – means a regular employee who is assigned to be a Supervisor who monitors and regulates employees in their performance of assigned or delegated tasks.

(ii) "Relief Supervisor" – means a regular employee who has been deemed qualified by the Employer, when supervisor work becomes available will be bumped up to perform supervisor work on a relief basis for a scheduled shift.

~~(7)~~(b) "Casual employee" – means an employee who ~~does not have a schedule as per Clause 15.2~~ did not pick a shift during the yearly shift pick and is only scheduled to work or called to work on an as-and-when-needed basis to meet unexpected operational requirements, cover regular employees on vacation, illness or injury, education leave, compassionate leave or other leave. Work will be assigned under Article 27 – Additional Work. Casual employees cannot exercise seniority rights to access available work until 480 hours have been accumulated or six months of employment with the Employer probation has been completed, whichever comes first.

~~(8)~~(c) "Probationary employee" – for all departments except Table Games, means an employee during either their first 480 hours actually worked or three months with the Employer provided they have worked at least 12 shifts in that three month period, whichever comes first. For Table Games, means an employee who is a dealer during either their first 480 hours worked, exclusive of training hours, or three months with the Employer provided they have worked 36 shifts in that three month period, whichever comes first. Probation may be extended by mutual agreement between the Union and the Employer.

~~(5)~~(14) "Employer" – means Gateway Casinos & Entertainment Limited (Grand Villa Casino, Burnaby).

(a) "Grand Villa Casino, Burnaby", includes the original Burnaby location as well as the current location known as the Grand Villa Casino.

~~(21)~~(15) "Harassment" – means the harassment of a person based on any grounds enumerated in the Human Rights Act Code (British Columbia), and harassment includes deliberate gestures, comments, questions, representations or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work purpose.

~~(13)~~(16) "Layoff" – means the loss of work due to a work reduction in operational hours, reorganization, closure or other material change in the organization.

(a) Notwithstanding the above paragraph, a loss of hours due to the end result of the yearly scheduling process in Clause 15.2 15.9 – Yearly Scheduling Shift Pick, does not constitute a layoff.

~~(14)~~(17) "Leave of absence with pay" – means to be absent from duty with permission and with pay.

~~(15)~~(18) "Leave of absence without pay" – means to be absent from duty with permission but without pay.

~~(12)~~(19) "Paid holiday" – means the 24-hour period commencing at 0001 hours of a day designated as a statutory holiday in this agreement. Pay for the paid holiday shall be in accordance with Article 17.

(20) "Parties" – means the Employer and the Union.

~~(22)~~(21) "President of the Union" – includes the President's designate.

~~(20)~~(22) "Qualifications" – includes ability, skill, knowledge and past work performance.

(23) "Service Seniority" – means the established hire date for continuous employment used by the Employer for vacation entitlement.

(16)(24) "Shift" – means a period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.

(10)(25) "Spouse" – includes same sex and opposite sex common-law individuals, husband or wife.

(17)(26) "Union" – means the B.C. Government and Service Employees' Union (BCGEU).

(27) "Vacation Day" – means a single day of unavailability credited against the employee's annual vacation entitlement pursuant to Clause 18.1(a)(b)&(c) – Vacation Entitlement. Vacation schedules shall be consistent with the Hours of Work defined in Clause 14.1 – Normal Straight-Time Hours of Work.

(18)(28) "Work schedule" – means the schedule of work shifts and days of rest.

(19)(29) "Work or Worked" – includes paid leaves; unpaid leaves where compensation is recognized by the agreement; inclusive of union leaves, WorkSafeBC absences; vacations; paid holidays, as well as unpaid leaves as authorized by the Employer. This definition includes all hours as calculated against an employee's annual hours of work.

(30) "Workweek" – means Sunday to Saturday.

## ARTICLE 1 - INTRODUCTION

### 1.2 Purpose

(a) The purpose of this agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this agreement.

(b) Further, the purpose of the agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 8 of this agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business.

### ~~1.2~~ ~~Gender References~~ moved to 1.4

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

### ~~1.3~~ 1.2 ~~Extent~~ Future Legislation

(a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

(b) In the event that federal or provincial legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies make invalid any provision of this agreement, the remaining provisions shall remain in effect for the term of this agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated, but failing mutual agreement on a substituted provision, the matter shall be governed by the applicable legislation, Orders in Council, regulations, or British Columbia Lottery Corporation policies. The Employer will provide



the BC Lottery Corporation Policies and any variances or amendments to the area office of the Union and the chief shop steward, unless they are prohibited from doing so by the BC Lottery Corporation.

### **1.7 1.3 Provisions of the Legislation**

In the event that the *Employment Standards Act* provisions as amended in the future override the provisions in this agreement, it is agreed that the *Employment Standards Act* will then apply to the matters covered in Clauses 19.2, 20.1 and 20.2, and that these clauses will then have no further application.

### **1.2 1.4 Gender References**

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

### **1.5 Human Rights Code**

The Employer, in cooperation with the Union, will continually promote a work environment that is free from discrimination where all employees are treated with respect and dignity by following the principles of the *Human Rights Code* of British Columbia.

### **1.6 Conduct in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, discrimination and bullying and agree that employees who engage in harassment, discrimination and bullying may be disciplined.

### **1.4 1.7 Sexual Harassment**

(a) ~~The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.~~

(b)(a) Sexual harassment means includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c)(b) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d)(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e)(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.



## **1.5 1.8 Harassment, Discrimination and \*Bullying Definition**

(a) ~~The Employer and the Union recognize the right of employees to work in an environment free from harassment, discrimination and bullying and agree that employees who engage in harassment, discrimination and bullying may be disciplined.~~

(b)(a) Harassment, discrimination or bullying means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person, serves no legitimate work purpose, and may be discriminatory in nature, based upon another person's race, colour, national or ethnic origin, political belief, religion, marital status, family status, disability, sex, age, sexual orientation or conviction for which a pardon has been granted. Such behaviour could include, but is not limited to:

- (1) verbal or physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm, offend or abuse another person;
- (3) distribution or display of offensive pictures or materials;
- (4) interferes with an employee's performance or otherwise adversely affects others.

(c)(b) To constitute harassment, discrimination or bullying, behaviour may be repeated or persistent or may be a single serious incident.

(d)(c) Harassment, discrimination or bullying does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

*\*Bullying conduct includes the list presented in ~~Information~~ Appendix A D.*

## **1.6 1.9 Harassment, Discrimination, Bullying and Sexual Harassment Complaint Procedures**

~~In the case of a complaint of either harassment, discrimination, bullying or sexual harassment, the following shall apply:~~

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment, discrimination, bullying or sexual harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the manager designated by the Employer to receive such complaints. Where the complaint is against the manager designated, it shall be submitted to the human resources manager. Upon receipt of the written complaint, the employer designate shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) If the alleged harasser (respondent) is an employee of the Employer, she shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

(c) The Employer's designate shall investigate the complaint and shall submit her report to the human resources manager in writing within 15 days of receipt of the complaint. The human resources manager shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the human resources manager's resolution.

(d) Where both the complainant and the respondent, are members of the Union, each shall be given the option of having a shop 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 Employer may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.
- (g) Where either the complainant or the respondent, are members of the Union in conjunction with the Union, is not satisfied with the human resources manager's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment or discrimination or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (j) This clause does not preclude an employee from filing a complaint under the BC *Human Rights Act* Code. A complaint of harassment, discrimination or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this article shall be treated in strict confidence by all parties involved.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### ~~2.1 Shop Stewards~~

- ~~(a) The Employer recognizes the Union's right to select shop stewards to represent employees. The Employer and the Union will agree on the number of shop stewards, taking into account the operational needs of the Employer and the administrative needs of the agreement. The duties of the shop steward shall be to assist in the reporting, investigation and resolution of all grievances as well as disseminating bona fide information of the Union to the employees and the Employer.~~
- ~~(b) The Employer agrees to recognize duly appointed shop stewards provided that the Union has first advised the Employer in writing of the names of the shop stewards so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment from time to time.~~
- ~~(c) The necessary time which is spent by shop stewards during their regular working hours, as approved by management, reporting, investigating and resolving grievances, or attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied. In the event that a shop steward is required by management to attend meetings outside of her regular working hours she will be paid at straight time rates for all hours spent.~~
- ~~(d) The shop steward shall not be discriminated against or disciplined for performing her duties as a shop steward.~~

- (e) ~~Leave of absence without pay and with seniority shall be granted to shop stewards and elected representatives to attend to union business, which requires them to leave their premises of employment.~~
- (f) ~~The Union and the shop steward or elected representatives will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (e) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time incurred.~~
- (g) ~~The Employer will make available private meeting space with a telephone, for the use of shop stewards, as required.~~ **Moved to 2.7**

## **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise of all employees included in the certifications issued by the Labour Relations Board, except those employees excluded by the mutual agreement of the parties or by a determination of the Labour Relations Board.
- (b) Where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall be first discussed between the parties. If the parties fail to reach a satisfactory settlement, the matter shall be dealt with at the Labour Relations Board.

## **2.3 Recognition of Exclusive Bargaining Agent Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining units described in the certifications issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.

## **2.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any article in this agreement, shall be forwarded to the President of the Union or designate.

## **2.4 2.5 No Individual Contracts or Agreements**

- (a) No employee covered by this agreement shall be compelled or be allowed to enter any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein covered by this agreement required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this agreement, unless otherwise agreed upon by the Union.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this agreement unless required to do so out of a duty to accommodate and by mutual agreement with the Union.

## **2.6 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

## **2.1 2.7 Recognition and Rights of Shop Stewards**

- (a) The Employer recognizes the Union's right to select shop stewards to represent employees. The Employer and the Union will agree on the number of shop stewards, taking into account the operational needs of the Employer and the administrative needs of the agreement. The duties of the shop steward shall be to assist in the reporting, investigation and resolution of all grievances as well as disseminating bona fide information of the Union to the employees and the Employer.
- (b) The Employer agrees to recognize duly appointed shop stewards provided that the Union has first advised the Employer in writing of the names of the shop stewards so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment from time to time.
- (c) The necessary time which is spent by shop stewards during their regular working hours, as approved by management, reporting, investigating and resolving grievances, or attending meetings specifically provided for herein, shall be considered to be time worked and paid at straight-time. Permission to deal with grievances or related issues during regular working hours shall not be unreasonably denied. In the event that a shop steward is required by management to attend meetings outside of her regular working hours she will be paid at straight-time rates for all hours spent.
- (d) The shop steward shall not be discriminated against or disciplined for performing her duties as a shop steward.
- (e) Leave of absence without pay and with seniority shall be granted to shop stewards and elected representatives to attend to union business, which requires them to leave their premises of employment.
- (f) The Union and the shop steward or elected representatives will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (e) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time incurred.
- (g) **Where possible,** the Employer will make available private meeting space with a telephone, for the use of shop stewards **or the Union to conduct union business and/or conduct union meetings, if it relates to Grand Villa employees,** as required.

## **2.6 2.8 Bulletin Boards**

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

## **2.7 2.9 Union Buttons Recognition**

### **(c) Union Buttons**

An employee may wear a union pin, a shop steward pin, or a union button. The union button may not exceed the size of a "loonie" and will not carry political, protest, or other slogans.

(d) **Union Insignia**

The Union will furnish shop cards for all employee entrances to the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

**2.5 2.10 Recognition of Legal Picket Lines**

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this clause, a "*legal picket line*" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code* of British Columbia.
- (b) The Union agrees to give the Employer advance notice of the probable implementation of picket lines that might affect the Employer's operation.
- (c) The Union understands and agrees that the Employer's operations are located on common sites where other unionized employees may be on strike or locked out.
- (d) The Union agrees that it shall support, at any legal proceedings, any attempt made by the Employer to limit the effect of third party picketing of its operations.

**2.9 2.11 Leave of Absence: Union Conventions and Educational Programs**

- (a) The Employer representative responsible for scheduling, upon receipt of written notice (facsimile is acceptable) from the Union, shall grant leave of absence without pay up to and including four employees, from each classification who are elected as delegates to attend to union business. Written notice shall be given at least 15 days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than 15 days' notice.
- (b) The Union recognizes that operational needs will be a factor when approving such leaves of absence and that the Employer may refuse a leave of absence to ensure that there will be sufficient employees remaining at the casino in each classification. Otherwise such leaves of absence will not be unreasonably denied.

**2.12 Union Bargaining Committee**

- (a) A union bargaining committee shall be appointed by the Union and consist of three members from the Supervisor bargaining unit and three members from the Non-Supervisor bargaining unit and a union staff representative.
- (b) The Union shall have the right, at any time, to have the assistance of members of the staff of the Union or other resources when negotiating with the Employer.
- (c) Leave of absence without loss of pay, seniority and benefits will be granted to the employees who are representatives of the Union on the Union's Bargaining Committee for the purpose of bargaining. The leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide written notice of at least 14 days prior to the commencement of such leaves, however the Employer will reasonably consider approving applications made with less than 14 days' notice. Leaves of absence will not be unreasonably denied.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

~~The Employer agrees that a shop steward will be given an opportunity to meet with new employees during the orientation process without loss of pay, for up to 30 minutes in order to acquaint the new employees with the benefits and duties of union membership.~~

- (a) All new employees, as a condition of employment, shall sign a union membership application card.
- (b) In order to acquaint new employees with the benefits and duties of union membership a shop steward, preferably on shift or without loss of pay, will be given an opportunity to meet with new employees within 30 days of hire.
- (c) The shop steward's meeting with new employees will occur during the Employer's new employee group orientation sessions for up to 30 minutes.
- (d) To facilitate a shop steward's availability, the Employer will ideally advise the Union a minimum of seven days prior to the scheduled new employee group orientation session.

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.3 Application of Rights

- (a) The Employer reserves the right to supplement and alter, as and when deemed necessary, reasonable rules and regulations to be observed by the employees. It is agreed that the rules and regulations may cover all aspects of the operation of the casino, including the procedures for dealing the games. Such regulations will be shared with the Union. It is further agreed that the Employer is entitled to make any changes which may be necessary to comply with the requirements of the British Columbia Lottery Corporation, or any other legislation, policies, directives, or regulations of any level of government which apply to the operation of the casino.
- (b) The Employer will post copies of any changes to the policies and procedures manual to a bulletin board designated for that purpose for the conduct of employees and issue copies to each employee as an attachment on the employee's paystub, to each shop steward and the staff representative, when requested.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Labour Management Meeting

- (a) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and workplace stewards, similarly, the Employer shall supply the Union with a list of its supervisory or other personnel representatives with whom the Union may be required to transact business. Lists will be maintained with updates as necessary.
- ~~(a)~~(b) The Employer and the Union agree to establish a labour management committee comprised of up to five six employer and up to five six union representatives, one of which may be and a staff representative. The Committee may call upon additional persons for technical information, communications or advice. 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.
- ~~(b)~~(c) The committee meetings shall be co-chaired by one employer and one union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be strictly on a "without prejudice" basis.
- ~~(c)~~(d) The meetings will normally be scheduled during regularly scheduled working hours of the union representatives. Attending employees shall be paid straight-time wages for all time spent in these meetings including time extended beyond the employee's scheduled shift.

~~(d)~~(e) Minutes shall be recorded on an alternating basis between the parties. After final draft has been agreed to, the minutes will be posted on the respective bulletin boards ~~with a copy to the Vice-President of Human Resources.~~

~~(e)~~(f) The parties shall conclude action items identified by the Labour Management Committee in a timely manner.

### **7.3 Union Investigation**

(a) The Employer shall allow a properly authorized representative designated by the Union to investigate issues under this agreement. The Employer is entitled to require an individual to substantiate that she is an authorized representative of the Union.

(b) When access is required for the purposes of such an investigation, the designated union representative will be required to obtain the prior written ~~(faxed)~~ permission of the Casino Manager or Shift Manager to visit the premises, such request to be responded to as soon as possible and in any event within 12 hours of the request, and such permission not to be unreasonably denied.

(c) The investigation must not result in any disruption of the Employer's operations.

(d) The Employer will provide the designated union representative with all requested pertinent documentation.

### **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 **for** collective bargaining purposes.

## **ARTICLE 8 - GRIEVANCES **S** PROCEDURE**

## **ARTICLE 9 - ARBITRATION PROCEDURE**

### **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, on a rotational basis, or shall be a different arbitrator mutually agreed to by the parties:~~



~~Kate Young~~ ~~Mark Brown~~  
~~Brian Foley~~ ~~Mark Atkinson~~

- (c) By January 31<sup>st</sup> of each year, the parties will schedule a minimum of two consecutive working days ~~biannually, 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.
- (g) The parties shall not make any pre-hearing **preliminary objection** applications to the Arbitrator.
- (h) 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)~~ **(i)** 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)~~ **(j)** The parties agree to minimize the use of legal authorities during their arguments.
- ~~(i)~~ **(k)** The Arbitrator shall render a decision within two working days of the arbitration hearing.
- ~~(j)~~ **(l)** Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.
- ~~(k)~~ **(m)** 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)~~ **(n)** All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- ~~(m)~~ **(o)** The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- ~~(n)~~ **(p)** There will be no appeal of expedited arbitration awards.

#### **9.4 Formal Arbitration**

- (a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 9.2(a) above, either party may refer the grievance to the formal arbitration procedure.
- (b) Once either party has made such a referral, the request shall be made to set a date and an arbitrator to be assigned from a mutually agreed to list of arbitrators.
- (c) Depending on availability, arbitrators will be assigned on a rotational basis.
- (d) The mutually agreed to arbitrators list shall be appended to the agreement. An arbitrator may be removed from the list by mutual agreement.



(e) The Arbitrator assigned may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

The formal arbitrators to be appointed are as follows:

~~Marguerite Jackson~~  
~~James Dorsey QC~~  
~~Kate Young~~  
Ken Saunders  
Mark Brown  
Julie Nichols  
Corinn Bell

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In cases of discipline, the burden of proof of just (and reasonable) cause shall rest with the Employer, other than where an accepted reverse onus applies at law. Discipline for probationary employees is subject to the provisions of Article 10.7.

### ~~10.1~~ 10.2 Dismissal, Suspension and Discipline

(a) Employees can only be disciplined or discharged with just and reasonable cause.

~~(b) During the probationary period, an employee may be discharged if she is determined to be unsuitable for continued employment.~~

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

~~(d)~~ (c) In the event that an employee is discharged for just and reasonable cause, the union staff representative will be notified of the dismissal. Such notification will be in writing.

~~(e)~~ (d) The Employer shall provide written reasons for the discharge, suspension or any discipline to the union staff representative employee and to the Union.

(e) 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.

(1) The Employer will contact the employee to commence the investigation within 72 hours of the suspension pending investigation.

(2) 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 10.3 Right to Have Union Representative Present**

- (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, 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 of their choice, 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 local union 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.
- (c) Members of the supervisors bargaining unit may be required to administer discipline to other members of the Union. The Employer agrees that supervisors so designated shall have the requisite training and designated authority before being assigned these duties. Further, the Employer agrees that supervisors monitor and regulate employees in their performance of assigned or delegated tasks.
- (d) An employee shall have the right to have their shop steward present at any discussion with a designated manager where the Employer intends to meet with a member as a result of a concern related to injury or illness issues providing this does not result in an undue delay of the meeting.

## **10.4 10.5 Performance Appraisals**

- (a) ~~Daily performance~~ Appraisals used for the purpose of evaluating an employee's ability to complete probation or to complete a trial period in a new position will be prepared by the employee's immediate supervisor on any given shift. The employee will be allowed to read the appraisals to determine where improvements may be necessary to meet the Employer's requirements. The appraisal will then be forwarded to an excluded manager.
- (b) Any summary or summaries of the daily performance appraisals in (a) above will be prepared by an excluded manager. Any decisions made regarding the successful completion, extension or rejection of a probationary period or trial period will be made by the excluded manager. Any decision on the suitability must be made before the expiration of the probationary period or trial period. A copy of the summary appraisal will be placed in the employee's personnel file.
- (c) The Employer may assign a member of the supervisor bargaining unit to conduct a yearly performance appraisal of a member of the other respective bargaining unit. Such supervisors shall have the requisite training and designated authority to perform this assignment. Supervisors given this assignment shall have direct knowledge of the employee who is the subject of the appraisal.
- (d) The employee shall be given a copy of the appraisal along with all related documents and shall be given sufficient opportunity after the interview to read, review and ask questions about the appraisal. Employee involvement in the appraisal process will occur during the employee's hours of work. Upon request, the employee will be given three working days to read and review the appraisal. The appraisal shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. If the employee disagrees with the appraisal they will sign it to show that they have read and understood it and state their reasons why they disagree with it in the comments section. An employee shall, upon request, receive a copy of the appraisal at the time of signing. An appraisal shall not be changed after an employee has signed it, without the knowledge of the

employee, and any such changes shall be subject to the grievance procedures of this agreement. No employee may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal. A copy of the completed appraisal must be placed in the employee's personnel file.

#### **~~10.5~~ 10.6 Personnel File**

(a) The employee, the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file **with 48 hours' notice**, in the office in which the file is normally kept, in the presence of management. The employee or the President of the Union or their designate shall give the appropriate management adequate notice prior to having access to such files.

(b) The Employer will notify an Employee of any documents to be placed in their file relating to discipline, potential discipline, absence and attendance. Such documents will be made available to the Employee upon request **with 48 hours' notice**.

(c) Files will be kept in a secure cabinet and will only accessible to excluded personnel.

#### **10.7 Rejection During Probation**

(a) During the probationary period, an employee may be discharged if determined to be unsuitable for continued employment.

(b) Daily performance appraisals used for the purpose of evaluating an employee's ability to complete probation will be prepared by the employee's immediate supervisor on any given shift. The employee will be allowed to read the appraisals to determine where improvements may be necessary to meet the Employer's requirements. The appraisal will then be forwarded to an excluded manager.

(c) Any summary or summaries of the daily performance appraisals in (a) above will be prepared by an excluded manager. Any decisions made regarding the rejection of a probationary period will be made by the excluded manager. Any decision on the suitability must be made before the expiration of the probationary period. A copy of the summary appraisal will be placed in the employee's personnel file.

#### **~~10.6~~ 10.8 Abandonment of Position**

An employee who fails to report for work for ~~five~~ **three** consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded an opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority ~~Application~~ Defined**

(a) *Service Seniority*

~~From~~ **Service Seniority is established from** the date of hire, as used for vacation entitlements in accordance with Definition 23, within the company ~~(service seniority) first shift worked~~. Service Seniority is also applied to the employment security provisions found in Clause 13.3 - Layoffs and Vacancies except as noted in ~~(f) below~~ **Clause 11.2(c)**.

~~(b)~~ **(b)** *Classification Seniority*

~~From the first shift worked for the Employer in that classification. Classification seniority previously earned with the Employer will remain credited, but shall not continue to accrue, if that employee leaves a classification to work in another classification.~~

~~If more than one employee is successful in moving to another classification as a result of a single job posting or a course posting, those employees will be placed at the bottom of the new classification in their service seniority order.~~

~~(c)~~ **(b)** *Seniority Date*

The service seniority of each employee covered by this agreement ~~will be established after the probationary period after which an employee's service seniority shall be backdated to the employee's first day of employment~~ **date of hire upon completion of probation.** In the event that two or more employees ~~had their first day of employment~~ **are hired** on the same day, they will be ranked for service seniority purposes by chance (card draw or similar). **Effective upon date of ratification, all current and previously recognized seniority dates will be considered accurate.**

~~(c)~~ **(c)** *Start Date Retained*

Employees transferring from one classification to another shall retain their original service seniority date for entitlements as provided for in this agreement.

~~(b)~~ **(d)** *Classification Seniority*

**Classification seniority is established by the placement date in each classification. Classification seniority will be credited to employees who have been placed into a classification in the following order:**

- (1) For existing employees and Gateway transfers, employees who have requested a change of classification, their classification seniority date will be the date the change was approved. Grand Villa employees will establish classification seniority over transfers.**
- (2) For individual new hires or transfers, it is the date of the first shift worked in that classification.**
- (3) Where more than one successful applicant begins work in a new classification as a result of a single posting in Clause 12.1 and 12.3 of the agreement, those employees will receive classification seniority order as follows:**
  - (i) Grand Villa employees at the time of the posting. Where there is more than one Grand Villa employee, the order will be determined by service seniority;**
  - (ii) Employees who were employed at another Gateway Casinos and Entertainment Limited Casino.**
    - If these employees all came from the same classification, their classification seniority order from their previous classification will determine their seniority order; then,**
    - If these employees are coming to Grand Villa from a classification other than the one in which they have been placed, their classification seniority order will be by service seniority with Gateway Casinos and Entertainment Limited;**
  - (iii) Former employees of Grand Villa who have been rehired by the Employer;**

(iv) Incoming professionals where their respective classification seniority placement will be done by chance;

(v) New employees to the Employer where more than one new employee has been hired, their respective seniority placement will be by chance (card draw or similar).

(4) For supervisors, classification seniority from the non-supervisor classification in the same department will **be recognized pursuant to Clause 15.9 only if there are insufficient supervisor shifts available.**

~~(d) — New Classification Seniority Date~~

~~Upon completion of the requirements of (c) above, employees will establish a new classification seniority date when transferring from one classification to another. This new classification seniority date shall apply for scheduling purposes in the classification to which they transferred.~~

~~(f) — Transfer, Displacement and Seniority~~

~~Regular employees will not accrue seniority in a classification from which she has transferred or displaced, as per Clause 13.3 — Layoffs and Vacancies. In the event a regular employee who has transferred to another classification does not successfully complete the trial period in the new classification, the accrued time in the new classification would be carried back to their former classification. For example, if a regular employee has two years of classification seniority in a particular classification and transfers to another classification and is not successful during the training period as described in Clause 12.1(d), any classification seniority accrued will be carried back to their former classification as if accrued there.~~

~~Employees who maintain continuous employment after they become employees of the Employer in accordance with Definition 26 — Continuous Employment shall not be able to exercise their service seniority rights under Article 13 — Layoff and Recall — until they have completed two years of employment with the Employer.~~

~~Employees who maintain continuous employment after they become employees of the Employer in accordance with Definition 26 — Continuous Employment shall earn classification seniority in accordance with 11.1(b) above.~~

**11.2 Accrual of Seniority moved to 11.3**

**11.2 Seniority In More Than One Classification**

(a) Employees may earn seniority in each classification in which they have worked. They will remain on the classification seniority order list as a qualified employee based on start date in that classification.

(1) When an employee commences work in a different classification, the employee shall be placed at the bottom of the new classification seniority order list at that time.

(2) Once on the classification seniority list the employee will maintain their relative seniority order to the other members on the list.

~~(b) From the first shift worked for the Employer in that classification.~~ When an employee is promoted to Supervisor within the same department, they will retain their relative seniority order in the previous classification and may be maximized under Article 27. ~~classification seniority previously earned with the Employer will remain credited, but shall not continue to accrue, if that employee leaves a classification to work in another classification.~~

~~If more than one employee is successful in moving to another classification as a result of a single job posting or a course posting, those employees will be placed at the bottom of the new classification in their service seniority order.~~

~~(d)~~ **(c)** *New Classification Seniority Date*

Upon completion of the requirements of ~~(c) above~~ **Clause 11.1(b)**, employees will establish a new classification seniority date when transferring from one classification to another. This new classification seniority date shall apply for scheduling purposes in the classification to which they transferred.

~~(f)~~ **(d)** *Transfer, Displacement and Seniority*

**(1)** ~~Regular employees will not accrue seniority in a classification from which she has transferred or displaced, as per Clause 13.3 – Layoffs and Vacancies.~~ In the event a regular employee who has transferred to another classification does not successfully complete the trial period in the new classification, the accrued time in the new classification would be carried back to their former classification. For example, if a regular employee has two years of classification seniority in a particular classification and transfers to another classification and is not successful during the training period as described in Clause 12.1(d), any classification seniority accrued will be carried back to their former classification as if accrued there.

**(2)** Employees who maintain continuous employment after they become employees of the Employer in accordance with Definition ~~26~~ **9** – Continuous Employment shall not be able to exercise their service seniority rights under Article 13 – Layoff and Recall – until they have completed two years of employment with the Employer.

**(3)** Employees who maintain continuous employment after they become employees of the Employer in accordance with Definition ~~26~~ **9** – Continuous Employment shall earn classification seniority in accordance with 11.1(b) above.

~~11.2~~ **11.3** *Accrual of Seniority*

Seniority will continue to accrue during:

- (a) time lost as a result of occupational illness or injury;
- (b) time lost as a result of non-occupational illness or injury ~~up to a maximum of 12 months;~~
- (c) unless otherwise specified, the first three months of leaves of absences which have been granted by the Employer;
- (d) layoff for up to 12 months; or
- (e) time lost as a result of a maternity, parental and adoption leave.

~~11.3~~ **11.4** *Loss of Seniority*

An employee shall lose seniority in the following circumstances. If ~~she~~ **they**:

- (a) voluntarily leaves the employment of the Employer; or
- (b) is discharged for just cause and not reinstated under the terms of this agreement; or
- (c) is recalled to work and does not report to work as provided in Clause 13.5; or
- (d) is laid off for a period in excess of 12 months; or

(e) upon the completion of a three month trial period, accepts a permanent position where their assigned work is exclusively outside either bargaining unit certified with the Employer.

(f) An employee's gaming license is revoked by GPEB permanently.

#### **11.4 11.5 Classification Seniority Order Lists**

(a) The Employer shall prepare and post classification seniority order lists on May 1<sup>st</sup> of each year in preparation for the yearly scheduling and ~~on the 1<sup>st</sup> Monday of June of each year~~ for yearly vacation scheduling. The classification seniority order lists will be located in an area accessible to all employees, with a copy to the ~~shop stewards~~ Union. The classification seniority order lists shall commence with the most senior employee and continue on downward to the most junior employee. Information on the classification seniority order lists shall include the classification seniority order, employee name ~~(by classification)~~ and service seniority start date and classification seniority order within their classification.

(b) An employee may dispute ~~her~~ their classification seniority order date by filing notice of dispute in writing with the first excluded manager within their department within 30 days after the posting of the seniority list.

(c) An employee's classification seniority order dates shall be deemed final and binding with no changes allowed when such date(s) has appeared on two consecutive classification seniority order lists. When notice of dispute is filed, the first excluded manager within the department and a shop steward will discuss the classification seniority order dates(s) in an attempt to resolve the issue, and failing a resolution the matter is subject to Step 2 of the grievance procedure. Any such dispute as to placement on the classification seniority order lists will only have effect with respect to the list which is challenged, and any future list.

(d) Notwithstanding (a) above, the Employer shall provide current classification seniority order lists if requested by a union representative.

### **ARTICLE 12 - JOB POSTINGS, CAREER ADVANCEMENT, AND COURSES**

#### **~~12.1 Career Advancement~~ moved to 12.2**

#### **12.1 Postings**

(a) Postings (unless noted otherwise in this article) shall be posted within 30 days of a determination being made that the position will be filled. Each posting shall be posted on a bulletin board for not less than 10 days. Postings should have a start and end date and a single posting should not be longer than 28 days.

(b) The notice of postings shall contain the following information for job vacancies: title of position, duties, qualifications, hours of work and the process for making application. Such qualifications shall not be established in an arbitrary manner. For training opportunities, refer to 12.7.

(c) 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.

(d) The Union shall be forwarded copies of all postings.

## **12.1 12.2 Career Advancement Vacancies**

### **(a) Supervisor Vacancies**

#### **(1) Permanent**

Except for the Table Games Department, a promotion to Supervisor will be posted pursuant to Clause 12.1.

#### **(2) Temporary**

Where Except for the Table Games Department, where a regular supervisory position supervisor (existing or revised) block of shifts becomes available between shift picks, the vacancy shall be offered to employees who work as relief supervisors, based on the relief supervisor list beginning with the employee with the earliest start date in a relief capacity and subsequently offered to employees from the next earliest start dates in a relief capacity thereafter. The block of shifts must be accepted and worked as posted (subject to maximization if the block is less than 40 hours). Once assigned, the appointment shall only be until the return of the incumbent or the next shift pick, whichever comes first.

(3) For the Table Games Department, relief dealer supervisors will be temporarily assigned supervisor work for the period of time required. The temporary assignment will be based on the order of their numerical position on the relief dealer supervisor list.

~~(b) — Where a vacancy becomes available, the vacancy shall be filled in accordance with Clause 27(e) on the biweekly schedule. Where no employee can fill the vacancy in accordance with Clause 27(e), the Employer shall post the vacancy as in accordance with Clause 12.1(c) below.~~

~~(c) — Vacancies that could not be filled through 12.1(a) or (b) above shall be posted for not less than 10 days. A designated shop steward shall receive copies of such postings. Applicants will be selected on the basis of experience, service 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.~~

~~(d) — Where the Employer has exhausted the process found in 12.1(c) above and still requires employees, the Employer may hire new staff to meet those operational requirements.~~

~~(e) — In filling positions under 12.1(c) above, the successful applicant shall be given a trial period of up to 480 hours, or three months, whichever occurs first, to determine their 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 their 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) — Postings in 12.1(c) shall contain the following information: 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 postings.~~



~~(h) Classification seniority placement for employees who have been placed into a new position as noted above will be placed into with their new classification seniority date in accordance with Memorandum of Agreement 4 – Classification Seniority Placement into a New Position.~~

**(b) Non-Supervisor Vacancies (permanent and temporary)**

(4) Except the Table Games Department, where a vacancy becomes available in a non-supervisory block of shifts which is either known to be vacant for a duration of greater than three months or has been vacant for three months:

(i) The vacancy shall be posted pursuant to Clause 12.1;

(ii) The block of shifts must be accepted and worked as posted (subject to maximization if the block is less than 40 hours);

(iii) The most senior candidate of the classification who applies will be awarded the block of shifts and their block of shifts will be posted immediately;

(iv) Such positions, once assigned, shall only be until the return of the incumbent or the next shift pick, whichever comes first.

(5) For table games, the process for filling vacancies will be at the yearly schedule pick only.

**12.2 — Notification *moved to 12.5***

**12.3 — Course Postings *moved to 12.7***

~~(a) When the Employer requires additional employees to be trained for work, the Employer shall offer such training as follows:~~

~~(1) All course postings will indicate the specific training being offered. The training opportunity shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such postings.~~

~~(2) All applicants for posted training shall be required to sign up on a form provided by the Employer. Successful applicants shall be given seven days' notice prior to the commencement of any training.~~

~~(3) Where the number of suitable applicants exceeds the number of available spaces, the course will be offered first to those employees in classification seniority within the classification that requires the training then in service seniority order to those applicants outside of the classification.~~

~~(b) The Employer will pay the costs of the trainer for all courses offered by the Employer.~~

~~(c) Time spent by an employee attending any training as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in training that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.~~

~~(d) The employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.~~

~~(e) Employees required to complete on-line training shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this agreement.~~

~~(f) Upon written request submitted to Human Resources, an employee who is away from work due to vacation or leave of absence, will receive copies of all job or course postings.~~

### 12.3 New Positions

- (a) A new position (Supervisory and Non-Supervisory) added to the bargaining unit between shift picks shall be posted pursuant to Clause 12.1. Applicants will be selected on the basis of experience, service 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.
- (b) Where the Employer has exhausted the process found in Clause 12.1 and still requires employees, the Employer may hire new staff to meet those operational requirements.

### 12.4 Trial Period

- (a) 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 their suitability to perform the work required.
- (b) 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 their former position and rate of pay without loss of seniority. Any other employee affected thereby will be returned to their former position at the same rate of pay without loss of seniority.

### 12.5 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) The employer representative will provide an explanation in writing within 10 business days of the request under Subsection (b) above.
- (d) If requested as per (b) above, the employer representative will provide an explanation within seven days after receiving the request.
- (e) 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.

### 12.6 Classification Seniority Placement

Classification seniority for employees who have been placed into a new position as noted above will be placed into their new classification seniority date in accordance with 11.1(d).

### 12.7 Course Postings and Training Opportunity

- (a) When For table games, when the Employer requires additional employees to be trained for work, the Employer shall offer such training as follows:
  - (1) All course postings will indicate the specific training being offered as well as the number of spaces available. The training opportunity shall be posted for a minimum of 10 days. A designated shop steward shall receive copies of all such postings.

(2) ~~All applicants for posted training shall be required to sign up on a form provided by the Employer. Successful applicants shall be given seven days' notice prior to the commencement of any training.~~ The training opportunity shall be posted pursuant to Clause 12.1.

(3) ~~Where the number of suitable applicants exceeds the number of available spaces, the course will be offered first to those employees in classification seniority within the classification that requires the training then in service seniority order to those applicants outside of the classification.~~ Successful applicants shall be given seven days' notice prior to the commencement of any training.

(4) All applicants for posted training shall be required to sign up on a form provided by the Employer.

(5) Applicants must be available to attend the entire length of the course.

(6) Applicants must be able to work a consistent schedule of shifts, for which the training is offered, with a minimum of 24 hours per week, until the next shift pick except for Clause 12.7(a)(8) below.

(7) Selection of applicants will be based on immediate scheduling requirements.

(8) Where the number of applicants exceeds the number of spaces required, the training opportunity will be offered as follows. If there are employees with higher seniority who are not selected for the training opportunity, the Employer will increase the number of available spaces by 50% and assign these spaces to them. The additional spaces will be filled strictly by classification seniority.

~~(b)~~(9) The Employer will pay the costs of the trainer for all courses offered by the Employer.

~~(c)~~(10) Time spent by an employee attending any training as approved by the Employer, shall be considered time worked and shall not result in a loss of pay. Any hours in training that result in more than eight hours in one day or 40 hours in one workweek shall be compensated as per Article 16.

(11) To successfully complete the training opportunity, applicants may be required to pass a skills test at the completion of the course. If the applicant is unsuccessful in the skills test, they may request a re-test within 14 days. Applicants who fail the re-test are considered to have failed the training opportunity and may not apply for the same training opportunity for 12 months.

~~(d) The employees must have sufficient availability to be scheduled or called in for the position or game they have taken training for.~~

~~(e) Employees required to complete on-line training shall be compensated in a manner consistent with the Employer's policy and practice at the time of ratification of this agreement.~~

~~(f) Upon written request submitted to Human Resources, an employee who is away from work due to vacation or leave of absence, will receive copies of all job or course postings.~~

(b) Prior to the employees being required to complete online training, the Employer shall post the amount of time for the required training as per BCLC recommendations and the employees shall be compensated for that amount of time when the training is complete. Any disputes related to the time allocated for the online training will be advanced to Labour Management.

(c) All newly hired dealers may work up to 10 shifts (shadow shifts) before they are placed onto their schedule.

## ARTICLE 14 - HOURS OF WORK

### 14.3 Rest Periods

- (a) Except for dealer and dealer supervisor employees rest periods shall be scheduled after the first hour of a shift. Where operational requirements permit, the Employer will make every effort to allow rest period breaks to be taken every two to three hours.
- (b) Paid rest period times noted below may be adjusted in length, by mutual agreement between an employee and her supervisor, as long as the total rest period time in a shift does not exceed the rest period time for that shift.
- (c) Paid rest periods will not be interrupted, except in an emergency. All interrupted breaks will be made up at an agreed upon time during their shift.
- (d) Rest periods shall be as follows:
  - (1) Dealers, and dealer supervisor's and Boxmen shall receive a paid 15-minute rest period for each 60 minutes of work.
  - (2) Food and beverage employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.
  - (3) Guest service employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.
  - (4) Security officer employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.
  - (5) Count team employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.
  - (6) Cashier employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours, shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.
  - (7) Slot employees shall receive paid rest periods of 20 minutes for each 100 minutes of time worked.
  - (8) VIP Hosts & Casino Host Supervisors employees who work six hours shifts shall receive 40 minutes in paid rest period time. Employees working shifts of seven or eight hours shall receive 60 minutes in paid rest period time. Employees working 10 hours shifts shall receive 80 minutes in paid rest period time.

~~Except for dealer and dealer supervisor employees rest periods shall be scheduled after the first hour of a shift. Where operational requirements permit, the Employer will make every effort to allow rest period breaks to be taken every two to three hours.~~ **moved to 14.3(a)**

~~Paid rest period times noted above may be adjusted in length, by mutual agreement between an employee and her supervisor, as long as the total rest period time in a shift does not exceed the rest period time for that shift.~~ **moved to 14.3(b)**

## ARTICLE 15 - SHIFT WORK

### **15.1 15.3 Split Shift**

~~Subject to Clause 15.2, split~~ Split shifts within the Food and Beverage classifications ~~only~~ may only be scheduled as follows:

- (a) Split ~~Shifts~~ shifts will not be part of the yearly schedule selection process in Clause ~~15.2~~ 15.6. Split shifts will only be scheduled as additional work for special and/or seasonal events;
- (b) There shall be no split shifts unless mutually agreed to between a member and the Employer;
- (c) Split shifts shall be for eight hours of work, to be completed in a 12-hour period;
- (d) Split shifts shall comprise of two times of work, each to be for a period of no less than four hours;
- (e) A break for one hour or less shall not be deemed a split for the assigned shift.

### **15.4 Notice of Work Schedules**

- (a) Work schedules for employees shall be posted at least 14 days in advance of the starting day of a new schedule.

### **15.6 Exchanging Shifts**

Employees may, by mutual agreement between the employee and the Employer, exchange shifts within a workweek (Sunday to Saturday) provided that the employees involved in the exchange work the exchanged shifts have the ability to perform the work required and that no overtime or other penalties would be payable by the Employer to the employee 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. Employees will be required to give 24 hours' notice and work in the same department.

### **15.7 Maximization of Shifts**

- (a) 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 classification seniority order to employees scheduled to work a shorter shift on the same day, provided such an offer will not result in overtime.
- (b) Employees may maximize their hours in accordance with Clause 27.1.
- (c) Employees may maximize their hours by working in other classifications when there are no hours available in their own classification, provided they are qualified to do the work.
- (d) Subject to Clause 16.6 – Overtime Compensation – Regular employees who do not have a schedule of 40 hours per week may inform the Employer, by completing an availability form upon completion of the yearly scheduling process, which additional days of the week they are available to work.

### **15.9 Yearly Shift Pick**

The Employer has the right to schedule hours of operation and employee hours of work to meet the changing needs of the business. The shift pick as set out below will be in June of each year, except for table games, which will be in May. If the shift pick cannot be implemented in September, revised availability sheets will be accepted until such time as the shift pick is implemented.

Vacation selection pursuant to Article 18.3 will occur at the same time as the yearly shift pick.

#### ***Vacation Selection Process***

At the yearly shift pick pursuant to Article 15.9, employees in each classification will select, by classification seniority, days of rest, vacation days up to the limit of their annual entitlement pursuant to Article 18 and available shifts to compose a work schedule. Employees may schedule vacation time in an unbroken period or single days.

#### **15.10 Shift Pick Preparation**

- (a) Prior to the yearly shift pick (but no later than April) and including any re-picks scheduled, the Employer and the Union agree to discuss the various scheduling considerations in each classification. The parties acknowledge the Employer's right to schedule employees to ensure the efficient and productive operations of its business. The parties also acknowledge the right of the employees to maintain a family life.
- (b) Classification seniority order list pursuant to 11.5 must be posted for 30 days prior shift pick.
- (c) The Employer will post the shifts for selection on the department bulletin board 14 days prior to the yearly shift pick date. A hard copy of the shifts for the selection process shall be made available to employees during the scheduled pick time.
- (d) Employees with known accommodations related to work schedules must present documentation no later than seven days prior to their scheduled shift pick.

#### **15.11 Shift Pick Process**

- (a) In each classification, regular and casual employees will select available shifts to determine their work schedule, in classification seniority order pursuant to Article 11.4. The selection of shifts within a work schedule will be limited to a break of at least eight hours from the end of one shift and the start of the next shift. Once the selection of shifts within the schedule selection process is complete, these schedules shall remain in place from September to August each year.
- (b) Schedule selection will take place on an assigned time and date with a designated manager and the designated union representative. In order for the schedule selection to be administered, whenever possible, employees should make themselves available in person, or by phone (and phone apps such as Skype and Viber) and where that is not possible be prepared to make their selection in writing.
- (c) Upon completion of the schedule selection process, employees must be available to work all shifts within the work schedule selected;
- (d) Non-Supervisory shifts within work schedules that become available between yearly scheduling will be offered in accordance with Clause 27.1 until the next schedule selection process;
- (e) Employees on approved leaves of absence are permitted to participate in the selection process in order of classification seniority. The Employer will attempt to make contact with the employee at least two weeks prior to the scheduled selection date;
- (f) By mutual agreement between the Union and the Employer, the parties may incorporate a shift selection process at a time other than the dates identified above.
- (g) New availability forms and yearly vacation picks pursuant to Article 18.3 will be completed during shift pick.

#### **15.4 15.13 Floor Server Schedules**

The Employer agrees that Floor Servers shall select schedules during the schedule selection process yearly shift pick that are identified as either a rotational location (such as main gaming floors, coffee carts and poker room) or the a fixed location (Maple Room and Cypress Room – VIP). The schedules will identify the rotational and fixed locations and levels worked.

#### **15.14 Guaranteed Minimum Call In Pay**

- (a) Where an employee is called to work, but upon arrival is not required to work, they shall be compensated two hours pay.
- (b) Where an employee is called to work and is required to work, they shall be paid for hours worked with a minimum of four hours pay.

### **ARTICLE 16 - OVERTIME**

#### **16.5 Early-Out**

- (a) The application of this clause shall be conducted in the following order:
  - ~~(a)~~ (1) 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 and offered in order of classification seniority, for each of the shift start times.
  - (2) Employees can add their name to the early-out list at any time during their shift. These names will be added, on a first come first served basis, at the end of the list created in classification seniority order before the shift started (1) above. After the early-out list is exhausted, then if required, the Employer may refer to (b) below.
- (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 for volunteers. The early out will granted on a first canvassed, first granted basis. After the canvass has been exhausted, then, if required, the Employer may refer to (c) below.
- (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, in reverse classification seniority regardless of start times. Employees will not be required to leave their shift less than one hour prior to the end of that shift.
- (d) Notwithstanding (c) above, where the Employer determines that the operational requirements of the Table Games Department (Dealer Supervisor or a Dealer) can be met with less staff after these employees have begun working; and after (a) and (b) above have been exhausted, the Employer agrees that the employee or employees affected and required to end their shifts shall be the Dealer or Dealers with the lowest classification seniority. An employee who is required to end a shift shall not be forced to end that shifts until at least four hours have been completed.
- (e) To administer (d) above for Dealer Supervisors, the Dealer Supervisor or Dealer Supervisors with the least classification seniority working at the time, will be offered the opportunity to work as a Dealer for the rest of their shift or accept the Early Out. In the event the Dealer Supervisor or Dealer Supervisors with the least classification seniority have not dealt within the previous two years, the affected Dealer

Supervisor must have taken a table test in order to confirm their ability to perform the respective duties. Such table test will have been taken on the employee's own time.

## ARTICLE 18 - ANNUAL VACATIONS

### 18.3 Vacation Scheduling Preference by Classification Seniority

(a) The primary method for scheduling employee vacation is the process identified in Clause 15.9 – Shift Pick. Vacation not scheduled through Clause 15.9 will be scheduled in accordance with Clause 18.3(b) through (f) below.

~~(a)~~(b) Employees shall have preference in respect to scheduling annual vacations days according to their classification seniority within their classification, if they file applications after July 1<sup>st</sup> and before July 31<sup>st</sup> of each year for vacations to be taken the following vacation year. After August ~~From July~~ 1<sup>st</sup> all applications will be treated on a first come first served basis. It is agreed that vacation schedules will be established so there are sufficient employees remaining at the casino in each position to meet the operating requirements of the casino. The Employer shall respond in writing to vacation requests by August 14<sup>th</sup> ~~July 15<sup>th</sup>~~ with an approval or a denial. Vacation requests shall not be unreasonably denied. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. The Employer shall make available an updated vacation time calendar. The vacation year shall be from September 1<sup>st</sup> to August 31<sup>st</sup>.

~~(b)~~(c) Where ~~Subject to (b), where~~ vacation requests are submitted after July 1<sup>st</sup> to the Employer, the Employer shall respond in writing within two weeks of receiving the request from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

~~(c)~~(d) For the purposes of scheduling vacation pursuant to Clause 18.3(a) scheduled vacations will be recorded on a yearly calendar and made available to assist members vacation scheduling.

~~(d)~~(e) 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 for the year in which the vacation commences.

~~(e)~~(f) All employees are required to schedule a minimum of 10 vacation days ~~(or the prorated equivalent)~~ per vacation year. Vacation days that are required to be scheduled, and additional vacation days an employee is entitled to take as per (a) above, which remain unscheduled by April 30<sup>th</sup> of each year, in accordance with (a) above, shall be scheduled by the Employer, to be taken prior to August 31<sup>st</sup>.

~~(f)~~(g) Employees may schedule vacation days singularly or consecutively. ~~Employees may schedule a minimum of 10 days of vacation time (or the prorated equivalent) in an unbroken period (i.e. consecutively).~~ Vacation days may be taken in conjunction with paid holiday bank days, subject to the operational requirements noted in ~~(a)~~(b) above.

~~(g)~~(h) Unscheduled vacation days may, at the discretion of the employee, be used for sick days or any unpaid leaves as follows: ~~Clause 19.1 – Bereavement Leave – for additional unpaid bereavement leave or unpaid out of province leave; Clause 19.2 – Family Responsibility Leave – to cover up to five unpaid leave days; Clause 19.10 – Special Leave – to cover any of the listed unpaid leave days.~~ ~~Or employees may either carry over the unused entitlement or may opt to be paid out for vacation time any portion of the unused entitlement.~~



#### 18.4 Vacation Scheduling for Casual Employees

Casual employees may schedule their vacation days singularly or consecutively. Each vacation day will be credited against their annual entitlement pursuant to 18.1 above. Vacation days will be counted as days of work for the purposes of Clause 14.1.

### ARTICLE 19 - SPECIAL AND OTHER LEAVE

#### 19.5 Educational Leave

(a) Upon the completion of one year of employment an employee may be granted a leave of up to ~~four~~ **eight** months, without pay and without loss of seniority, for educational purposes. This leave shall be restricted to ~~the four~~ **eight** month maximum once per 12 month period beginning on the first day of the education leave.

(b) Upon the completion of one year of employment an employee may be granted leave to write exams that fall on their scheduled work day.

(c) To facilitate time off to write exams, the Employer will adjust schedules for workers who need to temporarily drop a shift.

(d) The Employer reserves the right to request proof of enrolment **and exam dates prior to granting education leave**. Such leave request shall not be unreasonably denied.

(e) The employee agrees to use any unscheduled vacation and lieu days as part of the education leave.

#### 19.12 Employee Medical Leave

The Employer may require an employee who is unable to work due to illness or injury to provide a Gateway Employee Medical Form, from:

- (a) a medical practitioner qualified to practise medicine;
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing and the employee has been formally advised of the issue;
  - (2) where the employee has been absent for five or more consecutive shifts or work;
  - (3) where at least 30 days of illness or injury time have elapsed since the last Gateway Employee Medical Form was obtained; or
  - (4) where, as indicated on a Gateway Employee Medical Leave Form, the employee is anticipated to be unable to work for an extended period, 30 days prior to the anticipated date of return to work. If the Gateway Employee Medical Leave Form states that the Employee will be on a medical leave greater than 90 days, then the Employer may request another Gateway Employee Medical Leave Form to be filled out by the medical practitioner every three months until the employee returns to his full duties and hours.
  - (5) Where the employee is unable to perform the requirements of the position, the Employer will request a Gateway Employee Medical Leave Form to be filled out by the medical practitioner when the Gradual Return to Work (GRTW) plan needs to be updated, revised or if the employee is returning to his full duties and hours.

In order to maintain legislated privacy requirements, such documents shall be maintained in a secure location and administered by Human Resources.

The cost for the Gateway Medical Form will be borne by the Employer to a maximum of \$70 per incident.

## 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 four weeks' 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 Maternity Leave

- (a) The employee shall will 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 of the termination of the pregnancy where a qualified medical practitioner's certificate is presented.

### 20.2 Parental Leave

An employee shall be granted parental leave as per the British Columbia *Employment Standards Act* 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.

- ~~(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.~~

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.2 Health and Safety Committee**

(a) A health and safety committee shall be established which is composed of up to eight 12 members. ~~Four~~ Six of the members shall be appointed by the Employer and ~~four~~ six members shall be appointed by the Union.

(b) The members of the Health and Safety Committee shall select two co-chairpersons as follows: one from the employer appointed members and one from the union appointed members.

(c) A copy of all minutes of the monthly Health and Safety Committee meeting will be posted within seven days of the meeting.

(d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.

(e) Committee members will be paid a flat rate of \$75 for attendance at the monthly health and safety meeting. All other time spent outside regularly scheduled working hours by an employee covered by this agreement, in the course of her duties as a committee member, shall be paid at the employee's regular rate of pay.

### **21.6 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.~~

## **ARTICLE 24 - WORK CLOTHING**

### **24.1 Uniforms**

(a) Where the Employer requires uniforms to be worn, such uniforms will be supplied to the employee at no cost. Lost articles will be replaced at the expense of the employee. Uniforms will be dry cleaned, altered, repaired or replaced when no longer serviceable at no cost to the employee. ~~Uniforms going out and returning from being dry cleaned shall be audited.~~

(b) The Employer will provide a secure locking system for employee uniforms.

## **24.2 24.3 Personal Effects**

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

## **ARTICLE 27 - CALL-IN PROCEDURE FOR ADDITIONAL WORK**

### **27.1 Maximization of Work**

(a) ~~Availability for work shall be as follows:~~

~~(1) Probationary employees will submit their days and shifts (morning, afternoon, graveyard) of availability prior to the commencement of employment. Such availability will include at least one day of each Friday, Saturday or Sunday or two days of each Friday, Saturday and Sunday, subject to (a)(2) below. Changes in availability are not permitted during the probationary period.~~

~~(2) Availability of casual employees hired after March 1, 2012, will include at least two days of each Friday, Saturday and Sunday and once availability is selected, these casual employees may not change the availability during their first year of employment. Availability for casual employees hired after December 17, 2009 and before March 1, 2012 will include at least one day of each Friday, Saturday or Sunday.~~

~~Upon the completion of the yearly scheduling, regular employees with less than 40 scheduled hours per week and casual employees can only change their availability once yearly (June to be effective September). Regular employees with less than 40 hours per week and casual employees who wish to increase their availability may do so by giving the Employer two weeks written notice. A change in availability pursuant to this clause will not permit one employee to displace another employee from a shift that has already been assigned.~~

~~(3) Notwithstanding (a)(1) and (a)(2) above, regular employees with less than 40 scheduled hours per week and casual employees who are 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 classifications for which an employee meets the qualifications, 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 or assign those shifts for which the employee has indicated unavailability for.~~

~~(d) If a probationary or a casual employee refuses to work on nine callouts for which availability was given in any continuous 90 day period, they will be deemed to have resigned. In the event of a non-response pursuant to Clause 27(i)(1) below, such non-response will be considered a refusal.~~

(e)(a) Qualified regular and casual employees who have not maximized through Article 15.9 Shift Pick shall be offered additional work by classification seniority in the following order;

(1) Employees within the classification who have not maximized their hours in accordance with Clause 15.2- 15.7;

(2) Probationary employees in the same classification;

~~(2)~~(3) Employees in other classifications who have not maximized their hours in accordance with Clause ~~15.2~~ 15.7;

(4) Qualified probationary employees in other classifications.

## 27.2 Work In Other Classifications

Employees who have not been able to maximize in their primary classification during the scheduled selection process pursuant to 15.9 may select shifts after shift pick within another classification in which they have classification seniority.

~~(f)~~(a) Employees shall be entitled to register eligible for work in any classification in which they are qualified and have passed probation. ~~Employees work at least one shift in a six month period in each classification they are registered for in order to remain on the classification seniority order list as a qualified employee in that classification.~~

(1) When an employee commences work in a different classification ~~other than their home classification~~, the employee shall be placed at the bottom of the classification seniority order list in the new classification at that time.

(2) From the day they first work in the new classification, the employee will be credited with placement into the classification seniority order list. ~~Employees who have not been able to acquire a full 40 hour shift in their home classification during the schedule selection, may select shifts within another classification in which they have classification seniority in order pursuant to Clause 15.2 Yearly Scheduling.~~

## 27.3 Call-in Procedures for Additional Work

(a) Qualified employees will be called in order of seniority and availability for the classifications for which an employee meets the qualifications. The Employer is not obligated to call the employee for shifts or assign those shifts for which the employee has indicated unavailability for on the availability form.

~~(i)~~(b) The procedure for calling employees to work shall be as follows:

(1) ~~If an answering machine or pager~~ voicemail is reached, the caller will leave a message, if possible, 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.~~

(3) When contacted by telephone or a voicemail message is left, the Employer shall inform the employee of the work required and the shift that is to be filled including start and finish times.

~~(d)~~(c) If a probationary or a casual employee refuses to work on ~~nine~~ six callouts for which availability was given in any continuous 90 day period, they will be deemed to have resigned. In the event of a non-response pursuant to Clause ~~27(i)(1) below~~ 27.1, such non-response will be considered a refusal.

~~(j)~~(d) Probationary and casual Employees who decline work in the following circumstances will not have the decline counted as an occurrence for the purpose of ~~(d) above~~ Clause 27.3(c).

(1) Maternity, parental or adoption leave;

- (2) Bereavement leave;
- (3) Leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or provincial emergency program, or fire or police training seminars;
- (4) Illness or injury (proof of illness or injury 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);
- (5) Illness or injury of a dependent child or spouse of an employee (proof of illness or injury may be required if a pattern of consistent absence is developing);
- (6) Union leave;
- (7) Jury duty;
- (8) Medical or dental appointments;
- (9) Approved leaves of absence without pay.

For the application of (a)(1) and (a)(2) above, shifts are defined as follows:

Morning Shift: \_\_\_\_\_ All hours worked on any shift which starts at 4:00 a.m. or later;  
 Afternoon Shift: \_\_\_\_\_ All hours worked on any shift that starts at 12:00 p.m. or later;  
 Graveyard Shift: \_\_\_\_\_ All hours worked on any shift that starts at 8:00 p.m. or later.

~~(k) Where an employee is called to work, but upon arrival is not required to work, she shall be compensated two hours pay. Where an employee is called to work and is required to work, she shall be paid for hours worked with a minimum of four hours pay.~~

## 27.4 Logbook

~~(g)~~ **(a)** When contacted by telephone or a voicemail message is left, the Employer shall inform the employee of the work required and the shift that is to be filled including start and finish times. 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 or refused.
- (5) Signature of the caller.

~~(h)~~ **(b)** The Labour Management Committee may review the Logbook.

## 27.5 Availability

**(a)** Employees who choose two or less shifts during the Clause 15.9 Shift Pick will not be able to further maximize unless they provide availability for one shift that starts between 6:00 p.m. and 11:59 p.m. on a Friday or Saturday.

~~(1) Probationary employees will submit their days and shifts (morning, afternoon, graveyard) of availability prior to the commencement of employment. Such availability will include at least one day of each Friday, Saturday or Sunday or two days of each Friday, Saturday and Sunday, subject to (a)(2) below. Changes in availability are not permitted during the probationary period.~~

**(2) (b)** Availability of **Casual and probationary** employees hired after March 1, 2012, will include at least **must have availability to work a minimum of two consecutive** days of each **on a** Friday, Saturday and **/or** **a** Sunday **that start between 6:00 p.m. and 11:59 p.m.** and once availability is selected, these casual

employees may not change the availability during their first year of employment. Availability for casual employees hired after December 17, 2009 and before March 1, 2012 will include at least one day of each Friday, Saturday or Sunday.

## 27.6 Changes to Availability

(2)(a) Changes in availability are not permitted during probationary or trial periods. Upon the completion of the yearly scheduling, regular employees with less than 40 scheduled hours per week and casual employees can only change their availability once yearly (in June to be effective September to coincide with the yearly shift pick and in February to be effective in March).

(b) Regular employees with less than 40 hours per week and casual employees who wish to increase their availability may do so by giving the Employer two weeks' written notice. A change in availability pursuant to this clause will not permit one employee to displace another employee from a shift that has already been assigned.

(3)(c) Notwithstanding (a)(1) and (a)(2) above Clause 27.6(a) and 27.5(b), regular employees with less than 40 scheduled hours per week and casual employees who are 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 temporary adjustment of availability is to allow for the employee to pick up additional work while in attendance on the course or program. The Employer may require proof of enrolment.

## 27.7 Availability Form

(i)(a) For the application of (a)(1) and (a)(2) above, shifts are defined as follows: The availability form will include a definition of shifts as noted below. The definition of shifts under this clause are for the purposes of availability only.

Early Morning Shift: All hours worked on any shift which that starts at between 4:00 a.m. or later to 7:59 a.m.;

Morning Shift: All hours worked on any shift that starts between 8:00 a.m. to 11:59 a.m.;

Early Afternoon Shift: All hours worked on any shift that starts between 12:00 p.m. to 3:59 p.m.;

Afternoon Shift: All hours worked on any shift that starts at between 12:00 4:00 p.m. or later to 7:59 p.m.;

Night Shift: All hours worked on any shift that starts between 8:00 p.m. to 11:59 p.m.;

Graveyard Shift: All hours worked on any shift that starts at between 8:00 p.m. 12:00 a.m. or later and 3:59 a.m.

(b) The availability form will include classifications for which an employee meets the qualifications, It will contain a maximum of two contact numbers, the employee's signature and the Employer's signature along with the date on which the form was received.

(c) It is the responsibility of the employee to advise the Employer of changes in contact information.

(d) The availability form should include a preference in start times.

(e) Regular employees who see a reduction in work as a result of operational reasons shall be entitled to complete a new availability form in order to access work through (a) above and Clause 27.6.

(f) Any changes to the availability form will be discussed with the Union.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.6 Incoming Professionals

New hires who have previously worked in the casino industry and have been qualified by Gateway training/standards, will be paid at the equivalent rate of pay for each complete year of experience in that classification to a maximum of three years (Step 3) as defined in Appendix A – Wage Grid. Progression through Appendix A will then follow in accordance with the agreement.

### 28.7 Copies of Agreement

The Union shall print and distribute sufficient copies of the agreement in booklet form to the stewards for distribution to employees on staff.

The cost of printing and distribution shall be shared equally between the Employer and the Union. The Union will invoice the Employer.

The agreement will be produced within two months of the completion of proofing by the parties.

## ARTICLE 29 - DOMESTIC ABUSE *NEW*

### 29.1 Definitions

*“domestic violence”* means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
- (b) a threat or attempt to do an act described in (a) above.

*“intimate partner”* includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

*“sexual violence”* means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

### 29.2 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

### 29.3 Place of Work Accommodation

- (g) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.



(h) The Employer may require an employee who needs accommodation under Clause 29.2(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

#### **29.4 Hours of Work Accommodation**

(a) If an employee or the employee's child has experience domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 29.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

#### **29.5 Domestic Violence Leave**

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 29.4(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(e) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

### **APPENDIX B Classifications**

The parties agree that the following positions are the Classifications wherever the term is referenced within the agreement:

Boxman  
 Cashier Supervisor  
 Count Team Supervisor  
 Dealer Supervisor  
 Guest Services Supervisor  
 Security Supervisor  
 Slot Supervisor  
 VIP Host Supervisor  
 VIP Host Supervisor

Cashier  
 Count Team Member  
 Dealer  
 Guest Services Representative  
 Security Officer  
 Slot Attendant  
 VIP Host (Cypress)  
 VIP Host (Maple)

Bartender  
 Busser/Porter  
 Café Associate  
 Floor Server  
 Lounge Bartender  
 Lounge Host  
 Lounge Server

1st Cook  
 2nd Cook  
 3rd Cook  
 Dishwasher  
 Staff Kitchen Attendant

#### **APPENDIX C (RENEW)**

##### **Hours Excluded from Group Health Benefits**

*The table identified in Appendix C – Hours Excluded from Group Health Benefits (shown below) demonstrates the benefit eligibility calculations are hours not considered hours worked in the calculations to qualify for benefits pursuant to Article 23.3.*

<b>Excluded Absence</b>	<b>Description</b>
Authorized Absence	Unscheduled day off work
Requested Time 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

## **INFORMATION APPENDIX A D**

### **Anti-Bullying**

The Employer and the Union support the rights of all people to work in environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours;
- Gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Treating people like they are invisible;
- Rude interruptions;
- Sarcastic jokes;
- Invading one's personal territory;
- Giving limited information, then blaming;
- Cyber bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up an individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Underwork – creating a feeling of uselessness;
- Criticizing a person persistently or consistently;
- Belittling a person's opinions;
- Unwarranted or undeserved discipline;
- Blocking applications for training, leaves or promotions;
- Tampering with a person's personal belongings or work equipment.

### **LETTER OF UNDERSTANDING 1 (RENEW)**

#### **Workforce Changes**

Any question regarding technological change within the scope of this collective agreement shall be resolved by the procedures as outlined in the BC *Labour Code*.

In these circumstances the parties agree to meet as per Section 54 of the Labour Relations Code –of British Columbia or its successor to develop an adjustment plan.

**LETTER OF UNDERSTANDING 2 (RENEW)**  
**Games Training**

Employees shall have the option, based on operational needs, of switching shifts or reducing hours in order to accommodate training and to ensure that the employee gets adequate rest. The Employer shall not unreasonably deny such requests. This time shall not be considered as a shift change pursuant to Clause 15.2(b) 15.5(b).

**LETTER OF UNDERSTANDING 3 (RENEW)**  
**Benefits Continuation**

The Employer agrees to maintain the Health and Welfare benefits at the same level as identified at the time of the collective agreement ratification for the period of this collective agreement.

**MEMORANDUM OF AGREEMENT 1 (RENEW)**  
**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) 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 2**

### **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~~ 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. **The Employer will respond to the employee within 7 days.**

When an employee who has reported suspected misconduct is notified by the Employer that is **the** investigation into the suspected ~~Misconduct~~ misconduct is complete, the employee may choose at that point, but not before, to report the suspected ~~Misconduct~~ 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 3 (RENEW)**

#### **Substitution and Promotion Pay**

The Employer (Gateway Casinos & Entertainment Limited) and the Union (B.C. Government and Service Employees' Union) agree to attach the below pay structure to the agreed to provisions within Appendix A of the collective agreement at the Grand Villa Casino:

##### *Substitution*

All employees who are presently assigned by the Employer to substitute into a Supervisory position in a relief capacity will continue to be paid in the same manner (This means that relief supervisor work for those who had been assigned to that work at the time of ratification will be paid as they were in the past except that the Steps for Supervisors will be used).

Employees who are assigned to substitute into a supervisory position, for the first time, in a relief capacity, shall be placed, as their initial placement for the substitution wage, into the first respective step where the wage rate is above their regular step, and where the substitution step is at least 75¢ per hours greater than their regular step. Once the initial step is established, the substitution rate of pay for relief work will move through the step progression annually.

##### *Promotion*

~~Employees who are promoted into regular supervisory positions shall be placed, as their initial placement for the supervisory wage, into the first respective step where the wage rate is above their regular step, and where that promotional step is at least 50¢ per hour greater than their regular step. Once the initial promotional step is established, the promotional pay will move through the step progression annually.~~

~~Dated: June 15, 2010~~

When a relief supervisor accepts a promotion to a full time supervisor, the placement on the wage grid has already been established as per substitution above.

### **MEMORANDUM OF AGREEMENT 4**

#### **Classification Seniority Placement into a New Position**

~~Classification seniority will be credited to employees who have been placed into a new position as follows:~~

~~(a) — Where a single employee is successful in the placement into a new classification, they shall receive a classification seniority date in the new classification on the day they begin work in that new classification;~~

~~(b) — Where more than one successful applicant begins work in a new classification as a result of a single posting in Clause 12.1 and 12.3 of the agreement, those employees will receive classification seniority order as follows:~~

~~(1) — Grand Villa employees at the time of the posting. Where there is more than one Grand Villa employee, the order will be determined by service seniority;~~

~~(2) — Employees who have been successful who were employed at another Gateway Casinos and Entertainment Limited Casino;~~

~~i) — If these employees all came from the same classification, their classification seniority order from their previous classification will determine their seniority order; then,~~

- ii) ~~—— If these employees are coming to the Grand Villa from a classification other than the one in which they have been placed, their classification seniority order will be by service seniority with Gateway Casinos and Entertainment Limited;~~
- (3) ~~—— Former employees of Grand Villa who have been rehired by the Employer;~~
- (4) ~~—— Incoming professionals where their respective classification seniority placement will be done by chance;~~
- (5) ~~—— New employees to the Employer where more than one new employee has been hired, their respective seniority placement will be by chance.~~
- (c) ~~—— In summary; where a single employee is placed into a new position, their classification will be as per (1) above; where more than one employee has been hired, as per (2) above, classification seniority is applied as follows:~~
- (1) ~~—— Grand Villa employees — service seniority;~~
- (2) ~~—— Gateway Casinos and Entertainment Limited — first, employees from any other Gateway Casinos and Entertainment Limited casino who are being placed from the same classification will be placed by that classification seniority order; second, if from a different classification, then by service seniority order with Gateway Casinos and Entertainment Limited;~~
- (3) ~~—— Where there is more than one former employee of Grand Villa, then by previous service seniority earned at Grand Villa;~~
- (4) ~~—— Where there is more than one incoming professional, then by chance;~~
- (5) ~~—— Where there is more than one new employee, then by chance.~~

**~~MEMORANDUM OF AGREEMENT 5~~**  
**~~Dealer Supervisor Scheduling Adjustments~~**

The employee's listed below, having had their classification of Dealer Supervisor impacted to the point where they lost their position as Dealer Supervisors, will be offered the following:

- (a) ~~—— Should a Regular Dealer Supervisor vacancy occur over the period of this agreement, and notwithstanding Article 27 — Call-in Procedure for Additional Work, the schedule vacated will be offered to the employees listed below in the numerical order:~~

- (1) ~~—— Shirley Ni~~
- (2) ~~—— Tipini Cash~~
- (3) ~~—— Allen Mah~~
- (4) ~~—— Milena Terziyski~~
- (5) ~~—— Cielito Montano~~
- (6) ~~—— Julie Truong~~
- (7) ~~—— Anthea Cheung~~
- (8) ~~—— Joseph Chung~~
- (9) ~~—— Quin Ma~~
- (10) ~~—— Rod Anderson~~

- (b) ~~—— Where an employee identified in this memorandum refuses a Regular Dealer Supervisor Vacancy in accordance with (a) above, that employee will no longer be protected by this memorandum.~~

~~(c) — Effective July 12, 2012, the parties further agree that for the purposes of Clause 15.2 — Yearly Scheduling only, the above employees will be placed at the bottom of the Dealer Supervisor staff list, in the above numerical order.~~

~~(1) — The above employees may pick any remaining dealer supervisor shifts still available after all the dealer supervisors have chosen their schedules.~~

~~(2) — Where these employees seek additional shifts to make up a schedule, beyond those available shifts in Dealer Supervisor, they may choose available shifts from the dealer schedule based on their classification seniority as a dealer pursuant to Clause 15.2.~~

#### **~~MEMORANDUM OF AGREEMENT 6~~** **~~Slot Attendants Qualified as Slot Supervisors~~**

~~In accordance with Clause 15.2 — Yearly Scheduling — the following employees will be permitted to choose available shifts at the bottom of the Slot Supervisor staff list, in the numerical order listed, once the Slot Supervisor employees have completed their yearly shift selection.~~

~~This placement in selection order will be used for accessing work pursuant to Clause 15.2 — Yearly Selection, and Article 27 — Call-in Procedure for Additional Work.~~

- ~~1) — Freeman Yang~~
- ~~2) — Terry Vilorio~~
- ~~3) — Kim Snyder~~

#### **MEMORANDUM OF AGREEMENT 7 4 - REVISED** **F&B Gratuity (Tips) Policy**

The company agrees that the Gratuity (Tips) Policy and any procedures or practices for gratuity distribution as they existed at the time of ratification of this agreement shall not be changed for the life of this agreement unless as agreed to by the F&B tip working group described below.

##### **F&B tip working group**

Within 30 days from ratification, a F&B tip working group will convene to discuss tip industry standards for the tip out for the F & B classifications under this collective agreement for the term of the agreement. The working group representatives **will be elected by the departments and** will include representation from:

- Back of House
- Front of house
- Lounge
- Busser/porter

The current policies and procedures for gratuity distribution will only change based on the agreement of the F&B working group.

~~Non compliance of the tip policy created by the tip committee F&B tip working group may result in discipline.~~



### **Gross Sales**

The Employer will provide total gross sales for each employee for the purposes of tip out at the end of each shift, after the blind drop is complete.

### **Complimentary Food and Beverage Sales**

Employee sales detailed report (cashout report) will differentiate between net and gross sales. Tips will be paid out as per the agreed upon tip policy by the tip working group.

### **Kitchen and porter staff**

Kitchen and porter staff will be tipped out on all sales as per the agreed upon tip policy by the tip working group.

## **MEMORANDUM OF AGREEMENT 5** **Abusive Patron Incident Review Committee**

The Employer and the Union acknowledge that every report and incident of abusive patrons must be responded to and addressed.

Within 30 days of ratification of the agreement, the parties will convene a committee made up of members of the bargaining committee, to review the current policy/process for abusive patrons and to make recommendations to the LM committee to ensure that all employees are aware of the process to report.

The committee will review:

- Current practices
- Reporting process
- The bargaining notes related to this memorandum

Patron abuse will be a standing item at LM and all report of patron abuse will be reviewed and if further action is required, recommendations will be made for implementation.

## **MEMORANDUM OF AGREEMENT 6** **Emergency Evacuation Review Committee**

The parties agree to review at the Joint Health and Safety meetings, the current policy/process for Emergency Evacuation and ensure that the process is clearly communicated to all workers.

## **MEMORANDUM OF AGREEMENT 8** **Schedule Selection Process**

For the timely administration of the Schedule Selection Process, the parties agree to schedule an arbitrator no later than March 31<sup>st</sup> of each year for an arbitration date to be held on the first Tuesday on or after June 20<sup>th</sup> of each year. The arbitration date will be honoured and a hearing will take place if the Employer has not commenced the Schedule Selection Process by June 15<sup>th</sup> of each year.

**MEMORANDUM OF UNDERSTANDING XX**  
**Scheduling of Shifts Committee**

The parties discussed scheduling of shifts during negotiations and agreed that some departments might benefit from a scheduling process other than the one outlined under Article 15. Therefore, within 120 days of ratification, a committee will be convened with four representatives from the Employer and four representatives appointed by the Union (of which, two will be from the gaming floor and two from food and beverage).

The committee will discuss and plan a scheduling process that may include:

- Departments not participating in Yearly Shift pick
- Shifts to be scheduled based on seniority and availability every 30 days
- A trial period to test the new process

Before implementation of any process that would contravene the language under Article 15, there must be an agreement by 70% of the department to implement the change.

**LETTER OF AGREEMENT 1 (RENEW)**  
**Administration of Clause 19.11~~11~~12 – Employee Medical Leave**

The administration of illness and injury leaves of absence within the Employer's business requires the parties to come to a mutual understanding in how those absences can be properly managed. Illness and injury absences per year can vary, but in many sectors, the average can be approximately nine days per year.

The implementation and administration of Clause 19.11~~11~~12 – Employee Medical Leave, the parties agree that the language needs to be applied in a reasonable manner. To assist the parties in their efforts to administer the language of Clause 19.11~~11~~12, the following principles are to be applied:

- 1) The Gateway Medical Form provided by the Employer is to determine an employee's prognosis; when the Employer may anticipate a possible date of return to work and what restrictions, if any, are to be administered upon the return to work.;
- 2) The Employer can request an employee have a Gateway Medical Form completed by the employee's medical practitioner if:
  - a) *a pattern of consistent or frequent absence from work is developing.* As examples, this means that if an employee appears to be absent from work for illness or injury every second Friday, or the employee is missing work due to a recurring illness or injury; or an employee is suffering from a chronic illness or injury, the Employer may request information relating to (1) above;
  - b) *an employee has been absent for five or more consecutive shifts of work.* This means that where an employee has been off work due to illness or injury for such a period of time, the Employer may ask for information relating to (1) above;
  - c) *an employee is off work and the Employer has not received information relating to (1) above for at least 30 days.* This means that if the Employer has received information that did not indicate a possible return to work date or that an employee may be able to recover under a clinical rehabilitation or medical treatment, the Employer may seek, after 30 days from that last information was provided, an update. This language does not apply to employees who have provided information indicating that the illness or injury they have

is known to be greater than 30 days and has been stated on the Gateway Medical Form. In those cases, the Employer may seek information prior to the anticipated or forecasted return to work;

d) *an employee is unable to perform the requirements of the position.* This means that it has become apparent to the Employer that for illness or injury reasons, an employee has become unable to perform the duties of their position. In seeking information pursuant to (1) above, the Employer may be able to determine if accommodations for that employee can be identified or if the illness or injury requires the employee to be off work in order to recover.

- 3) The parties negotiated this language to insure that privacy is protected for employees.

Because of this, Human Resources will issue and receive the Gateway Medical Forms.

The parties agree that a diagnosis of the illness and injury is not a requirement for the Employer. The Employer requires knowing if (a) an employee is not able to work; and if so, (b) how long they may be unable to work; or (c) if the employee can return to work, what restrictions, if any, may be applicable.

The parties agree to review the implementation of Clause 19.12 through the Labour Management Committee.

#### **LETTER OF AGREEMENT 2 (RENEW)** **Relief Supervisor Assignments**

(1) In all departments except for Table Games, where Supervisor work becomes available on short notice, the Employer will offer the opportunity of Supervisor work to a Relief Supervisor that is already scheduled for one of the three shifts that day, provided the acceptance of this opportunity does not incur overtime.

In the event, the Employer is unable to fill the Supervisor work opportunity as noted in above, the Employer shall call Relief Supervisors, in Relief Supervisor Seniority order that have indicated their availability.

(2) Relief Dealer Supervisors will be offered the relief opportunity for supervisor work based on the order of their numerical position on the Relief Dealer Supervisor list regardless of their start time.

(3) In the administration of Memorandum of Agreement 5 – Dealer Supervisors Scheduling Adjustments, Poker Supervisors who had been placed on the Relief Supervisor list before Poker was identified as a game at the Casino can only supervise on the gaming floor, other than Poker, based on their numerical order on the Relief Dealer Supervisor order list. The only exception is if a Poker Supervisor listed above works as a "Breaker" in which one of the Pits is in the Poker Pit.

(4) Where operational requirements permit, the Dealer Supervisor assigned to Pit 5 will be moved to a different Pit after four hours in one shift.

(5) Where operational requirements permit, Dealers on Fast Action Poker and Ultimate Texas Holdem will be moved to a different game after four hours on a shift.