

# COLLECTIVE AGREEMENT

BETWEEN

The “Employer”  
(Gateway Casinos & Entertainment Limited)  
Operating as Baccarat Casino

AND

The “Union”  
(The United Food and Commercial Workers Canada Union,  
Local No. 401)

Renewal: March 2015

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## Article 1 – Duration and Purpose

- 1.01 The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and Gateway Casinos & Entertainment Limited (the Employer) is to maintain mutually satisfactory working relations and promote a harmonious relationship between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation.
- 1.02 This Agreement shall be effective from the date of ratification (October 12<sup>th</sup>, 2012) by both parties and shall continue in effect until March 31<sup>st</sup>, 2015. 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 Alberta Labour Relations Code.
- 1.03 Letters of Understanding may be mutually agreed to as appropriate.
- 1.04 When notice to bargain has been served, pursuant to the Labour Relations Code, this Agreement shall continue to apply to the Company and the Union notwithstanding its termination date, and shall continue in full effect until:
- (i) The Union commences a legal strike; or
  - (ii) The Employer commences a legal lockout; or
  - (iii) The parties enter into a new or further Agreement.
- 1.05 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in this Agreement.

- 1.06 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slow down in any premises of the Employer, or any curtailment of work or restriction of or interference of the operations of the Employer. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket any of the Employer's facilities or premises during the term of this Agreement.

## Article 2 - Definitions

- 2.01 "Union" means the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW).
- 2.02 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 2.03 "Employee" shall mean a person covered by this Agreement.
- 2.04 "Full-time Employee" means an employee who is scheduled for and normally works thirty-five (35) to forty-four (44) hours per week on average over a three (3) month period. The average will be calculated exclusive of overtime or any approved leave of absence.
- 2.05 "Part-time Employee" means an employee who is scheduled less than the normal daily or weekly hours on average, exclusive of overtime.
- 2.06 "Proprietary Game" means a privately owned game that is protected by patent, copy right or trademark for which the Company pays a user fee to operate.
- 2.07 "Continuous Service" shall mean the period of unbroken employment with the Employer, inclusive of all approved leaves of absence.

- 2.08 “Temporary Layoff” means up to a six (6) month period, in which the employee maintains recall rights.
- 2.09 “Permanent Layoff” means if the employee has not been recalled within the six (6) month period, after which time the recall rights are no longer effective.

### Article 3 - Seniority and Employment Date

- 3.01 Seniority for full-time employees shall be the length of continuous service in a full-time position.
- 3.02 Seniority for part-time employees shall mean all hours worked.
- 3.03 When a part-time employee is promoted to full-time they will be credited with the number of hours converted to full-time equivalent (number of hours in the position/2080) in order to establish their seniority date.
- 3.04 When a full-time employee becomes part-time, their seniority will be converted to hours to establish their part-time seniority.
- 3.05 Employment date for all employees is defined as their start date with the Employer.
- 3.06 Initial Seniority Lists
- (a) The Employer shall prepare seniority lists, immediately after ratification, and post them in an area accessible to all employees, and furnish a copy to the Union. The seniority lists shall commence with the employee with the most service seniority and carry on downward to the employee with the least service seniority. Information on the seniority list shall include the employee name by classification and service seniority start date and classification seniority date within their classification.

- (b) An employee may dispute either seniority date by notifying the Union in writing within sixty (60) days of the posting of the seniority lists.
- (c) The Casino Manager and the Union Representative will forthwith meet and discuss the seniority date(s) in an attempt to make every effort to resolve the seniority dispute.
- (d) Failing a resolution on a dispute in (c) above, the matter will be subject to the grievance and arbitration procedure. Once the grievance is resolved the employee will be slotted, in the seniority list, accordingly.
- (e) Employee's seniority dates shall be posted a second time fifteen (15) days after all disputes have been received and resolved in (d) above. This list shall be deemed final and binding with no changes allowed.

#### Ongoing Seniority Lists

- (a) The Employer shall prepare and post seniority lists every three (3) months (on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) in an area accessible to all employees, with a copy to the Shop Stewards.

#### Article 4 - Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Baccarat Casino: excluding Directors, Managers, Assistant Managers, Slot and Food & Beverage Supervisors, the Controller, Office Administration Staff, Chef/Kitchen Supervisor, Poker Houseman, Surveillance, Security and those employees exercising managerial functions.
- 4.02 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union.

- 4.03 It is understood that for the term of this Agreement, the positions of Pit Boss/Floor Supervisor, and Boxman (Floor Supervisor W – Craps), will continue to perform lead hand functions but will not have their lead hand duties expanded to include the direct imposition of discipline. Nothing in this clause is intended to limit or otherwise interfere with the operation of Article 37.
- 4.04 The Employer and the Union will meet quarterly, unless otherwise agreed to by the parties, to discuss issues and share information arising from the Management of the Casino which impacts the staff.
- 4.05 The Employer and the Union will hold a joint orientation session to present and discuss the introduction of the Collective Bargaining Agreement, within sixty (60) days of the ratification of the Agreement. The Union and the Company will send their bargaining teams to the session(s). The Company will ensure that Managers, and others who will work with the administration of the Agreement, are present. The purpose of the session(s) will be to educate those present regarding the purpose of the Collective Agreement and amendments to it and to foster a positive working relationship between the Company and the Union. It is also understood that the Company will bear the cost of the session(s).

## Article 5 - Union Membership

- 5.01 As a condition of continued employment, all employees hired, rehired, reinstated or transferred (someone returning to the bargaining unit), will be required to complete and sign an application for Union membership and authorization of a payroll deduction of monthly Union dues and initiation fees. The Employer will give this application to an employee on their start date. In the membership application, the Union will provide a list of the membership dues and initiation fees.



5.02 During the life of this Agreement, after receiving written authorization from the employee, the Employer will deduct from the earnings of each employee covered by this Agreement, Union dues prescribed by the constitution and by-laws of the Union. On the last pay period of each month and prior to the tenth (10<sup>th</sup>) day of the following month, the Employer shall remit to the Union the total of the deductions made and provide a list of those members who have had Union dues deducted. Upon request, the Employer will provide detail to the Union in situations where no deductions have been made.

The Union will notify the Employer of any change in the amount of dues and/or initiation fees to be deducted with sufficient notice (two (2) months) to effect the change.

5.03 The Employer will supply a list of employees covered by this Agreement upon written request with a minimum of seven (7) working days notice.

5.04 The Employer agrees to forward to the Union office, on a quarterly basis, information relating to employees, including:

1. Name
2. Addresses
3. Phone Numbers
4. Date of Hire
5. Classification
6. Rate of pay
7. And any other information as may be requested by the Union from time to time.

5.05 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.

5.06 Employees shall be allowed to wear Union identification pin(s) or Union message button(s) to a maximum of two (2) in any combination of their choice. It is understood that Union buttons may include messages that are reasonable and in furtherance of

the Union's need to represent its members and the Labour movement as long as the wearing of the buttons is not unreasonably detrimental to the Employer's reputation and does not unreasonably disrupt work operations.

The Union will meet with the Employer if readily available, prior to the introduction of a button with messaging, to advise the Employer of its content. If the Employer is not readily available, the Union will contact the Employer, prior to the introduction of a button with messaging, to advise the Employer of its content.

It is understood that Shop Stewards may wear a Shop Steward identification button or pin plus two (2) other Union pins or buttons in any number or combination of their choice.

It is understood that in the event there is a disagreement over this article, employees will continue to be allowed to wear the Union pins and buttons pending the resolution through grievance or arbitration procedure.

It is further understood that in the event of a grievance of this nature, the parties agree to engage in an expedited arbitration process where the arbitrator selected will commit to make their determination in a ten (10) calendar day period.

## Article 6 – Union Representation

### 6.01 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.
- (c) The Shop Steward shall not be discriminated against or disciplined for performing the duties as a Shop Steward.
- (d) 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. Such leaves shall be subject to operational requirements and will not be unreasonably denied.
- (e) The Union and the Shop Steward or elected representative 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 (d) 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 wage and benefit costs.
- (f) Both parties recognize that all employees including the Shop Stewards have regular duties to perform for the Employer. Shop Stewards shall be allowed, during their working hours, without loss of time or pay to leave their regular duties for a reasonable length of time to investigate, adjust, write and present grievances or complaints, subject to the fact that this procedure shall not be abused by either party. Prior to leaving their regular duties, Shop Stewards must first obtain permission from their Supervisor. Such permission will not be unreasonably withheld providing the Alberta Gaming and Liquor Commission's Terms & Conditions and Operating Guidelines of the casino license are not violated.

The Employer shall make every reasonable attempt to provide the Shop Stewards with time during working hours requested for Union business. If the request cannot be granted immediately, time will be provided during the same day at an alternate time as soon as possible. Terms and Conditions of the Casino Facility License must take precedence.

6.02 Under no circumstances shall a Shop Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the direction of the work force.

6.03 At its current location, the Employer agrees to provide the Union with its boardroom, or alternative space, for private meetings with employees.

If the business moves to a temporary location, the Employer will provide the Union with space for private meetings with employees.

If the business moves to a permanent location, the Employer shall provide the Union with an onsite office, of reasonable size, for the sole, private and exclusive use of the Union.

6.04 An authorized representative of the Union shall have the right to interview an employee at his or her place of employment during breaks on matters respecting the Collective Agreement or its administration.

6.05 It is agreed that Union Representatives shall have access to the employee's lunch room for the purpose of carrying on legitimate Union business but the Union recognizes that the lunch room will not be used as a second office.

6.06 It is recognized that certain circumstances \*may necessitate the presence of Union Representatives on the casino floor but that the Employer is entitled to impose reasonable restrictions providing these restrictions are connected to a legitimate

operational goal: and that such restrictions are proportionate and not overboard. Reasonable notice will be provided to the Games Manager before Union Representatives gain access to the gaming floor.

\* These include the recognition that two (2) legitimate operational considerations warrant restrictions:

- (a) That gaming is a service industry and rules designed to remove competing demands on employee's time and attention in order to keep their focus on customer needs will be justified.
- (b) Rules necessary to comply with government regulations and to make the casino secure from criminal activity are justified.

6.07 The Employer will provide the Union with a copy of any policy or restrictions relating to the casino floor.

6.08 Both parties are in agreement that Union Representatives will attend a briefing on gaming floor AGLC rules and regulations and applicable house policies pertaining to security standards on the casino floor.

6.09 Subject to establishing relevancy, the Employer agrees to cooperate with the Union when employment related documents are requested. The Employer recognizes the need to provide such documents to the Union in a timely manner so that the Union may exercise its representational rights and obligations.

When making a request for documents in excess of twenty-five (25) pages, the Union agrees to reimburse the Employer eighteen (\$0.18) cents per page for documents produced pursuant to this section or pursuant to any other request.

## Article 7 – Management and Employee Rights

- 7.01 The Management and control of the employee's operations and the direction of the work force, including, but not limited to, the right to hire, direct, schedule, supervise, promote, demote, lay-off, suspend or otherwise discipline or discharge any employee for just and sufficient cause, shall remain the exclusive right of the Employer.
- 7.02 The parties agree that all the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Management of the Company.
- 7.03 Subject to its duty to act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole, the Baccarat Casino may exercise Management rights which are not expressly limited by this Collective Agreement.
- 7.04 The Company recognizes the vital role that employees play in the success of the business. Both the Union and the Company agree that all employees, both Management and bargaining unit, should treat each other with fairness, dignity, and respect. Without restricting the generality of the foregoing, the Company recognizes the following employee rights:
- (i) The right to a safer workplace.
  - (ii) The right to be free from discrimination, intimidation, retaliation and harassment.
  - (iii) The right to be compensated for work performed.
  - (iv) The right to be informed of all workplace rights, obligations, policies and rules.
  - (v) The right to translation if necessary.
  - (vi) The right to safe and necessary equipment.
  - (vii) The right to necessary training for work performed.
  - (viii) The right to participate in lawful Union activity.
  - (ix) The right to statutory benefits, rights and other privileges.

7.05 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.

7.06 Security investigations shall be conducted with full deference to due and fair process, with Union Representation ensured at all critical stages.

In addition, and because serious misconduct is at issue, employees whose behaviour is being investigated shall be advised of their right to counsel at the earliest stages of any investigation.

Employees who accuse other bargaining unit members of serious misconduct shall provide written statements. These statements shall be provided to the Union and the accused early during the course of the investigation.

## Article 8 – Discipline and Discharge

8.01 The Employer has the right to discipline and discharge an employee for “just cause”.

8.02 The Employer shall not be obligated to give any notice, whatsoever, or to give any pay in lieu thereof, to any employee who is discharged for rank insubordination, dishonesty, obvious disloyalty, theft, or the use of alcohol or use, possession of illegal drugs on site during working hours.

8.03 Notwithstanding Article 8.04, the parties agreed that the direction and supervision of employees in the day-to-day operations are within the rights of the Employer.

8.04 A Union Steward or a Union Representative shall be present at the time of discipline, in disciplinary meetings, at meetings when discipline might occur, and during investigatory meetings.

Union Representatives and Stewards shall be readily available. Readily available means one of them can be contacted to be on site within a reasonable period of time in the totality of the circumstances.

8.05 Where an employee faces actual or possible discipline or discharge and the Employer wishes to rely in whole or in part on surveillance evidence in asserting just cause, the Union or its counsel, upon request, shall be allowed to view, hear or scrutinize that evidence.

8.06 No employee reprimands shall be used in any disciplinary action after twelve (12) months. No suspension shall be used in any disciplinary action after twenty-four (24) months.

Article 9 - Alberta Gaming and Liquor Commission Terms and Conditions and Operating Guidelines

9.01 It is understood that the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines form the basis of license by which the Corporation must operate.

9.02 The parties agree that the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines will be followed and adhered to. Employees violating these guidelines may be subject to discipline up to and including termination.

9.03 The Employer shall not discipline or invoke a penalty of any kind in respect to employees who have reported, in good faith, legitimate improprieties and/or breaches arising from the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines and/or other obligations.



## Article 10 - Layoffs and Recall

10.01 In the event of a temporary layoff, as per Article 2.09, the Employer will advise the employees of necessity of layoffs. This does not include instances where the charity's license has been suspended or cancelled.

The eligible employee will be entitled for all benefits until the end of the month, in which the layoff occurred, at no cost to the employee from the date of layoff.

10.02 In the event of a permanent layoff, as per Article 2.10, the Employer will provide termination pay, as per Article 27.05 and an ROE will be mailed to the employee's address on file.

10.03 When the Employer identifies that a layoff is required, the Employer will meet with the Union to discuss and make every reasonable effort to lessen disruption to the employees. The Employer will identify classifications in which the layoffs are to occur, the required skills reasonably necessary to be maintained and the number of positions to be eliminated.

The Employer will then meet with each affected employee with a readily available Union Representative, as defined in Article 8, and present the options available to the employee. The employee will be required to elect their option within forty-eight (48) hours.

The Union recognizes the Employer's responsibility to maintain the best possible workforce to ensure the efficient and productive operation of its business, subject to the provisions of the Collective Agreement.

10.04 Prior to eliminating any full-time positions, the Employer shall adjust or eliminate part-time, temporary or acting hours of work prior to affecting any full-time employees.

10.05 The Employer agrees to make every reasonable effort, including offering part-time hours to full-time employees, where possible, to

maintain any affected employees within the bargaining unit and give preference to any employees affected by layoff for any vacancy for which they are qualified.

10.06 In the event that a layoff is required, the employee with the least seniority within the classification shall be the first displaced from the classification, having consideration for the skills required as per Article 10.03.

10.07 An employee to be laid off shall be allowed to displace any employee with less service seniority, as per Article 3, within their department, in another classification, provided that the senior employee is qualified to fill the position of the displaced employee. A part-time employee displacing into a lower classification will not be able to displace a full-time employee. An employee who elects to displace another employee shall make his/her election within forty-eight (48) hours of receipt of layoff notice, and if the employee has not elected to displace within that time, he/she will be deemed to have accepted the layoff. Employees exercising displacement rights shall be given a fair trial period, of four hundred eighty (480) hours, in the new classification. If the employee fails to complete the trial period, or elects to not complete the trial period, they will be laid off if there is no position within the department to which they can bump.

An employee on disability, WCB, leaves of absence of any nature (including jury duty and bereavement), or vacation, who is identified for layoff, will be considered laid off immediately, however, the layoff will not be affected until such time that they return to work.

Employees electing to displace an employee in another classification will be dovetailed into the classification and will have their classification seniority adjusted to reflect the time spent in the classification they are joining.

10.08 If the number of full-time positions in the department affected by layoff is to be increased, employees shall be entitled to be

recalled to their previous positions. Employees will be recalled to their previous position by order of their classification seniority, including any employees who elected to take a part-time position to avoid a layoff. Upon refusal, the next most senior employee on the recall list will be contacted. The method of contact will be by double registered mail.

An employee being recalled must return to work within seven (7) days of receipt of the double registered mail, except in the cases of illness/injury (evidence of illness or injury will be required) or vacation (as long as the employee has notified the Employer of the absence). Employees with medical evidence will be given the seven (7) days notice period upon clearance for return to work. Employees on vacation will be given the seven (7) days notice period upon the previously provided date of return from vacation. If the employee refuses the recall they will no longer have recall rights. The mandatory recall period will be effective for six (6) months following the layoff.

#### 10.09 Postings during layoffs

- (a) New employees shall not be hired into a classification while employees are on layoff from that classification.
- (b) Laid off employees will have the opportunity to also apply for any posted positions for which they are qualified.
- (c) A laid off employee who successfully applies for a position in another classification will be placed into the new classification until they are recalled to their previous classification as per Article 10.08. Upon refusal, the next most senior employee on the recall list will be contacted.

#### 10.10 Seniority

Employees electing to apply for another classification will be dovetailed into the classification and will have their classification seniority adjusted to reflect the time spent in the classification

they are joining. If the employee has no prior experience in the new department, they will have no classification seniority to be dovetailed, and will be moved to the bottom of the classification seniority list.

## Article 11 – New Classifications

- 11.01 When a new classification is created, the Employer may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Employer to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Employer agrees to discuss with the Union its' rationale for the rate of pay it establishes for the new classification. If the Employer and the Union fail to agree on the new rate or a classification for such new position, a grievance may be filed by the Union. The Union may file a grievance as outlined in this Agreement.
- 11.02 Vacancies within new classifications shall be posted within thirty (30) calendar days of the Employer establishing the wage rate and classification as per Article 11.01. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

## Article 12 – Job Posting

- 12.01 In the event a vacancy occurs, the Employer will post such vacancies for a minimum period of ten (10) days in order to allow full-time and part-time employees to apply.
- 12.02 Job postings shall identify the nature of the work to be performed, the hours of work, the shifts being offered and the requirements of the position. Job postings shall be posted on the bulletin board in the lunchroom. The Employer has the right to establish the experience and educational requirements, and general abilities, provided these criteria are reasonable.

- 12.03 A reasonable effort will be made to contact an employee who is absent from work, by phone and by e-mail (if available), to inform them of the vacancy.
- 12.04 Employees wishing to step down from a position or classification may do so by notifying Management in writing. When the next position in their department becomes available they will be given the opportunity to step down. The employee will go to the new position with an equal placement on the wage scale (hours and level) and take all of their seniority with them.
- 12.05 If there are no applications from the employees, or no applicant is found that meets the requirements in Article 12.06, the Employer will fill the vacancy in such a manner as it determines.
- 12.06 Vacancies shall be filled on the basis of seniority, skills, qualifications, ability and performance being sufficient.
- 12.07 If the employee's performance is not sufficient during their trial period, they will be returned to their previous position as per Article 13.02 Trial Period.
- 12.08 If Management deems it is necessary to fill a vacancy in the same classification within sixty (60) calendar days of the appointment, Management may either select a candidate from the applicants from the initial posting or post. If Management deems it is necessary to fill a vacancy after sixty (60) calendar days, Management will be required to post.
- 12.09 Upon request by an applicant, the applicant will receive a meeting and an explanation will be provided as to why they were unsuccessful.
- 12.10 Transfers

Employees will be afforded the opportunity to transfer between the Palace Casino and Baccarat Casinos as follows:

- (a) Vacant positions will be posted in both locations at the same time. Priority will be given to internal applicants from the posting casino, pursuant to the provisions of the Collective Agreement. Once all internal efforts have been exhausted, the position will then be opened up to applicants from the other location;.
- (b) The selection process, as identified in Article 12 – Job Posting, will then be used to fill the vacancy;
- (c) Employment start date with Gateway, Palace or Baccarat, whichever is greater, will be used to determine length of service and for vacation entitlement;
- (d) The transferring employee will start at the bottom of the seniority list within the classification to which they have transferred; and
- (e) Employees accessing the transfer language will be subject to a trial period as identified in Article 13.02.

### Article 13 - Probation Period/Trial Period/Evaluation

13.01 Probation Period - All new employees of the Baccarat Casino shall have a probationary period as follows:

New Dealers – Seven hundred twenty (720) hours, with an evaluation at three hundred sixty (360) hours to determine progress and identify areas that need improvement.

All other staff – Four hundred eighty (480) hours, with an evaluation at two hundred forty (240) hours to determine progress and identify areas that need improvement. This probationary period will be credited towards hours worked on the pay scale.

During this probationary period employees may be terminated at any time without recourse to the grievance procedure or any other

remedy. Any exceptions require the approval of the Employer. The Union shall be notified of any such exceptions within five (5) days.

13.02 Trial Period - All current employees of the Baccarat Casino shall have a trial period when promoted or transferred to a position within the bargaining unit. The trial periods shall be as follows:

New Dealers – Seven hundred twenty (720) hours, with an evaluation at three hundred sixty (360) hours to determine progress and identify areas that need improvement.

All other staff – Four hundred eighty (480) hours, with an evaluation at two hundred forty (240) hours to determine progress and identify areas that need improvement. This trial period will be credited towards hours worked on the new pay scale.

During this trial period employees may be reverted to their previous position or may choose to revert. They will be credited for their seniority upon their return. Any exceptions require the approval of the Employer. The Union shall be notified of any such exceptions within five (5) days.

13.03 Dealers - For dealers learning new games the following trial periods shall apply:

Baccarat – Seventy (70) hours, with an evaluation after thirty-five (35) hours,

Roulette – One hundred twelve (112) hours, with an evaluation after fifty-six (56) hours,

Poker – Seventy (70) hours, with an evaluation after thirty-five (35) hours,

Pai Gow with Tiles – One hundred twelve (112) hours, with an evaluation after fifty-six (56) hours,

Craps – One hundred twenty-six (126) hours, with an evaluation after sixty-three (63) hours.

After completion of the trial period, the employee shall receive a final evaluation and be notified as to whether they have successfully passed the probation for the game.

All dealers on a trial period for a new game shall be scheduled as consecutively as possible on that game. When the trial period has been successfully passed, the new rate of pay for the classification will be implemented at the beginning of the next full pay period.

#### Article 14 – Grievance Procedure

14.01 Any difference between the parties to, or the persons bound by this Agreement as to its interpretation, application, administration or alleged violation shall be considered to be a grievance.

14.02 Grievances shall be brought within twenty-one (21) calendar days of knowing or reasonably knowing about the matter giving rise to the grievance.

14.03 Grievance can be brought by employees, Union Stewards, Union Representative or Employer. They may be brought directly to a Department Supervisor/Manager. A grievance may also be brought to the attention of the Union Representative and then provided directly to the Department Manager.

The parties shall make reasonable efforts to discuss and resolve grievances.

14.04 If unresolved within twenty-one (21) calendar days of being brought, the grievance shall be put in writing. Within twenty-one (21) calendar days of the grievance having been put in writing, the Human Resources Manager and Union Representative shall meet and make efforts to resolve the matter. During this time frame the



Human Resources Manager shall put the Company's response to the grievance in writing and provide it to the Union Representative.

14.05 A grievance concerning the discharge of an employee shall be brought and submitted directly to Human Resources within twenty-one (21) calendar days from the termination date.

14.06 If the Union Representative and the Human Resources Manager do not resolve the matter, a mutually agreed upon single arbitrator shall be appointed within thirty (30) calendar days. The parties will make every reasonable effort to develop a mutually agreed list within thirty (30) calendar days following the ratification of this Agreement.

In the event the parties cannot agree on a single arbitrator, the Director of Mediation Services will be asked to appoint one. The cost of the arbitrator will be shared equally by the Baccarat Casino and The United Food and Commercial Workers Canada Union, Local No. 401.

All other costs will be the responsibility of each party involved.

The arbitrator shall hear the circumstances of the grievance and shall issue a decision. The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provision of this Agreement or to deal with any matter not covered by this Agreement, but may, however, interpret its provisions. Findings and decisions of the arbitrator shall be binding and enforceable on all parties.

## Article 15 – Technological Change

### 15.01 Definition

“Technological change” is defined as a substantial change in technology to the process, equipment or methods of operation

that differs significantly from those previously utilized by the Employer.

15.02 Advance Notice

If the Employer anticipates that a technological change may have an impact on the work performed by employees, the Employer will, as early as possible, so advise the Union. At that time, the Employer will discuss the nature of the change, the approximate number of employees, new or otherwise, likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment.

15.03 New Classifications

Any new classifications created as a result of a technological change will be discussed with the Union and will be posted in accordance with the terms of the Agreement.

15.04 Training

Where the Employer requires new or greater skills, such employees as approved by the Employer shall, at the expense of the Employer, be provided with appropriate training.

15.05 Employment Security

Employees displaced by technological change shall fall under the conditions of Article 10.

Employees displaced who are unable to perform any other role within the casino will receive notice in accordance with the provisions of the Employment Standards Code as identified in Article 10.02.

## Article 16 – Equipment, Tools, and Uniforms

16.01 The Employer will make available all necessary tools and equipment at no cost to the employees. Such tools and equipment will remain property of the Employer and the employees will be required to take reasonable care of the property and may be required to sign out certain equipment and tools.

### 16.02 Uniforms

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 repaired, or replaced when no longer serviceable, at no cost to the employee.

## Article 17 – Name Tags

17.01 The Employer is responsible for the cost of name tags required by the employee.

17.02 Employees will be charged for replacement name tags on a cost recovery basis.

17.03 (i) The Employer agrees to pay all security clearance costs for each employee except as set out below.  
(ii) With respect to probationary employees, the Employer will refund the security clearance cost once the employee has successfully past probation.

## Article 18 – Lunchroom, Change Room and Bulletin Board

18.01 It is recognized that although the Employer has an obligation to provide proper maintenance for employee common areas, employees have a reciprocal responsibility to ensure that the

lunchroom is maintained to an acceptable standard after use. The employee common areas will be cleaned on a daily basis.

Without restricting the generality of the foregoing, the Employer:

- (i) Shall ensure that exterminators continue to be contracted to ensure continuous pest control.
- (ii) Shall ensure that staff room furniture is functioning and clean.
- (iii) Shall ensure that clean water is available to staff in lunchrooms, and adjacent to the gaming floor.
- (iv) Shall ensure that the working environment including air quality is safe and appropriate.
- (v) Shall ensure that entrances to staff lounge washrooms have doors.
- (vi) Shall make every effort to adjust its HVAC equipment to ensure that temperatures in all areas are reasonable.

The Union recognizes that these are ongoing concerns and agrees to be reasonable in working with the Employer so that its obligations can be met. When issues arise, they will be addressed by the Company and the Union will give the Company a fair opportunity to meet its obligations in a reasonable period of time.

18.02 The Employer will provide the Union with a bulletin board for the purpose of posting Union notices relevant to communicating with its members. Such bulletin board will remain in the present location. Bulletins may only be posted by a person authorized by the Union.

Union notices will be restricted to:

- Notice of Union elections or appointments
- Notice of results of Union elections
- Notices of Union recreational and social activities
- Notices relating to Union Business

If the Employer has concerns about notices, they will arrange to meet with the Union President to resolve the matter. Either party may submit the issue to arbitration.

## Article 19 - Human Rights and Harassment in the Workplace

19.01 Substance abuse is recognized as a serious medical and social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation.

19.02 The Employer will provide appropriate referrals to employees for counselling services or treatment and rehabilitation facilities.

## Article 20 - Harassment in the Workplace

20.01 The Employer and the Union recognize the problem of all types of harassment in the workplace as defined in the Alberta Human Rights Code and are committed to ending it. The Employer agrees to investigate and resolve allegations of harassment in a timely manner.

20.02 Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin. Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions. Harassment can be defined as any unwelcome action by any person, in particular by the Employer or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome" or "unwanted" in this context means any actions

which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual material like graffiti or degrading pictures, physical contact of any kind, or sexual demands. Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive material, jokes or unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore the victim of harassment may not always feel comfortable going through normal channels for resolving such problems.

Because of the sensitive, personal nature of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. This could be a Supervisor/Manager, any person, professional organization or member of the Union who will in turn bring their complaint to the Employer. The Employer agrees to investigate allegations of harassment and will endeavour to resolve the issue in ten (10) days. Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated. This also applies to any and all harassment in the workplace.

## Article 21 - Leaves of Absence

### General Limitations on Leaves of Absence

All leaves of absence provided for in the Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the leave of absence is to be granted with pay.

21.01 An employee, with approval of the Employer, may be granted a leave of absence not to exceed three (3) months. An employee requesting a leave must do so in writing two (2) weeks prior to commencement and indicate their intention to return two (2) weeks prior to the end of the approved leave. The Employer will respond in writing within one (1) week. A request for an extension of leave must be made two (2) weeks prior to returning, and may be granted by the Employer if request is reasonable. Request for leave of absence shall not be unreasonably denied. A full-time employee who wishes to remain covered by the Benefit Plan prescribed in this Agreement must make provisions to pay the full cost of the monthly premiums in advance. Any exceptions require the approval of the Employer. Where an employee utilizes this clause for compassionate reasons, not otherwise defined in the Agreement, less notice will be accepted in emergent circumstances.

21.02 The Employer agrees to allow time off work, without pay, to not more than five (5) employees for delegates selected to attend seminars and Union conventions. The Union will give the Employer two (2) weeks' notice in regard to conventions and seminars and reasonable notice for other matters.

It is recognized that operational demands during the period of July, August and December may limit this to two (2) employees.

The Employer agrees to grant time off, without pay, and without discrimination, to not more than one (1) employee designated by the Union, for a maximum of three (3) months, or a longer period as may mutually be agreeable, to serve in the capacity of official Union business; providing that, notification is given to the Employer in sufficient time to procure a relief person for the job involved.

### 21.03 Compassionate Leave

An employee is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to the

provision of care to a gravely ill or dying immediate family member. Additional time off for these purposes shall not be unreasonably denied.

“Immediate Family” will be defined as spouse, partner, child (including current step-child), mother, father, sister, brother (including step-sister or step-brother), grandparent or grandchild.

This clause may be utilized for the care of a gravely ill person who considers the claimant to be like a family member.

An employee requesting a leave must do so in writing two (2) weeks prior to the commencement of the leave start date, less notice will be accepted in emergent circumstances.

#### 21.04 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to the care, health or education of a child in the employee’s care, or the care or health of any other member of the employee’s immediate family. Additional time off for these purposes shall not be unreasonably denied.

Immediate family will be defined as spouse, partner, child (including current step-child), mother, father, sister, brother (including step-sister or step-brother), grandparent or grandchild.

### Article 22 - Maternity and Paternity Leave

An employee who is about to become a father or co-parent shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth of a child.

22.01 The Employer and the Union agree to the principle of granting leave of absences to employees who have had fifty-two (52) consecutive weeks of employment, for the birth or adoption of a



child. The Employer will grant employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Code and the Human Rights, Citizenship and Multiculturalism Act.

- 22.02 Maternity leave is the unpaid, voluntary leave relating to the birth of a child and shall be for a maximum period of fifteen (15) weeks. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child and shall be for a maximum period of thirty-seven (37) weeks within fifty-two (52) weeks of the child's birth or the adopted child's placement with the parent. A birth mother is eligible to combine both maternity and parental leave to a maximum of fifty-two (52) weeks and must take the leaves consecutively.
- 22.03 An employee who qualifies for maternity/parental leave pursuant to the Employment Standards Code is entitled to, upon written application to their Manager, an unpaid leave of absence totalling up to fifty-two (52) weeks. If no application is made, except in the case of a medical certificate provided within two (2) weeks after she ceases work, the employee will be deemed to have resigned and the Employer will be under no obligation to provide future employment.
- 22.04 Application for maternity leave must be made in writing at the earliest possible date, no less than six (6) weeks prior to commencement. The employee shall furnish the Employer with a medical certificate certifying that she is pregnant and giving the estimated time of delivery. The employee will still be eligible for the leave if medical circumstances prevent her from giving this notice. If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Employer may give the employee written notice requiring her to start maternity leave.
- 22.05 Application for parental leave must be made in writing at the earliest possible date, no less than six (6) weeks prior to the

commencement unless the medical condition of the birth mother or child or the date of the child's placement with the adoptive parent makes it impossible to comply with this requirement.

22.06 An employee who intends to resume employment on the expiration of leave of absence granted pursuant to this article shall give written notice to the Employer four (4) weeks prior to the end of the approved leave period. The Employer will reinstate the employee to the same position and wage scale. Where an employee fails to provide this notice, or fails to report for work the day after the leave ends, the Employer is under no obligation to reinstate the employee unless the failure is the result of unforeseen or unpreventable circumstances.

22.07 Nothing in this article shall be interpreted so as to deny any additional; entitlements or benefits available or pursuant to the Human Rights, Citizenship and Multiculturalism Act.

22.08 Nothing in this article shall be interpreted so as to deny any benefits available for an employee who has a health related reason related to pregnancy or maternity for absence from work. Where the employee has qualified for group benefits, she may apply for sick benefits or group insurance benefits as per the Collective Agreement

### Article 23 - Injury

23.01 An employee injured or taken seriously ill on the job shall be paid for the balance of his/her shift on which the injury/illness occurred if, as a result of such an injury or illness, the employee is sent home or for medical attention by the Employer or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work.

23.02 The Employer will make available transportation for such injured or ill employee.

## Article 24 - Jury Duty

- 24.01 Any employee who is called to and reports for jury duty, or is subpoenaed to testify as a Crown witness in a court of law in a criminal proceeding, shall be paid the difference between his/her regular hourly rate and the amount he or she receives for jury duty or as a witness for each day lost, if the employee would have otherwise been scheduled to work for the Employer on that workday.
- 24.02 Employees shall furnish evidence to the Employer that they reported for or performed jury duty or appeared as a Crown witness in a court of law on the days for which they claim payment.
- 24.03 Employees required to testify on behalf of the Employer or the Crown with respect to workplace incidents will be considered as working for time spent in this regard. The Employer will pay the employees the difference between the amount of money the employee receives from the summons and the employee's actual rate of pay and reasonable expenses for meals, parking, out of town travel expenses or accommodations upon presentation of receipts.

## Article 25 - Bereavement

- 25.01 In the event of the death of an employee's spouse, partner, child (including current step-child), mother, father, sister, brother (including mother-in-law, father-in-law, step-parents, step-sister or step-brother), grandparent, grandchild, the employee shall be granted an excused absence of five (5) days (excluding regular days off and holidays) during the period commencing with the date of death, at the employee's regular straight time hourly rate of pay.
- 25.02 In the event of the death of an employee's current son-in-law, daughter-in-law, current brother-in-law or sister-in-law, legal

guardian, grandparent of a spouse, aunt, uncle, niece and nephew, the employee shall be granted an excused absence of one (1) day (excluding regular days off and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time hourly rate of pay.

25.03 Add one (1) extra bereavement day for required travel to attend a funeral two hundred fifty (250) kilometres (km) outside of Edmonton at the employee's regular straight time hourly rate of pay.

Additional time may be granted without pay and such time will not be unreasonably denied as follows: in province one (1) extra day, out of province two (2) extra days, and out of country will be managed under Leave of Absence language in Article 21.

25.04 The Employer reserves the right to request proof of death and relationship if there is reasonable suspicion of employee dishonesty.

#### Article 26 – Travel Allowance

26.01 The Employer will pay at the appropriate Corporate rate for all authorized kilometres driven by an employee in his or her own automobile on prior approved Employer's business.

#### Article 27 - Payment of Wages

27.01 The payment of wages will normally be made bi-weekly. Payment of wages shall be via electronic funds transferred directly to the employee's bank account.

27.02 Baccarat Casino is committed to the early resolution of payroll discrepancies. Employees are encouraged to bring forward any payroll concerns to their immediate Supervisor and/or Manager.

27.03 Should there be major problems with an employee's cheque; i.e. cheque not issued or vacation pay missing, the Company will, as soon as possible and using best efforts, issue a cheque to remedy the problem.

### Termination Pay

27.04 An employee is entitled to termination pay if their employment terminates because of a receivership or closure.

27.05 The Employer must give written termination notice of at least:

- One (1) week for employment of more than three (3) months, but less than two (2) years;
- Two (2) weeks for employment of two (2) years or more, but less than four (4) years;
- Four (4) weeks for employment of four (4) years or more, but less than six (6) years;
- Five (5) weeks for employment of six (6) years or more, but less than eight (8) years;
- Six (6) weeks for employment of eight (8) years or more, but less than ten (10) years;
- Eight (8) weeks for employment of ten (10) years or more.

The Employer may provide termination pay for the appropriate period or a combination of termination notice and termination pay.

27.06 Employees wishing to terminate their employment must give the Employer a written termination notice of at least:

- One (1) week, if employed more than three (3) months, but less than two (2) years;
- Two (2) weeks, if employed two (2) years or more

27.07 The Employer will have termination pay available for the employee within ten (10) days of the date of termination.

### Article 28 – Cessation of Operations

28.01 The Employer shall advise the Union at least sixty (60) days in advance of any planned permanent shut-down of its Casino. This clause shall not apply to the transfer of operations from the current Casino to a new Casino location. The period of notice set out in this article may be increased if required by the provisions of the Employment Standards Act.

28.02 In the event of a planned permanent shut-down, the Employer will meet with the Union to discuss the contemplated closure with a view to providing a solution to the problem or jobs for the employees involved.

### Article 29 - Contracting Out

29.01 Prior to contracting out, the Employer will notify the Union and discuss this with them.

### Article 30 – Human Rights

30.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, religious beliefs, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, family status, political activity or affiliation, record

of offences except for those listed by the gaming commission which preclude a person qualifying for a license for which a pardon has not been granted, marital status or physical disability, mental disability, nor by reason of Union membership or activity.

30.02 The Employer and the Union agree to abide by the terms of the Alberta Human Rights Act and that the Act shall apply to the terms of this Collective Agreement.

30.03 It is agreed that the Employment Standards Code shall be the MINIMUM requirement incorporated within. However, where the Agreement provides higher remuneration, benefits and/or rights, the Agreement shall prevail.

### Article 31 - Hours of Work

31.01 The Baccarat Casino operates twenty-four (24) hours per day and each employee may have a different start time. Each department will establish a workday for each employee. Any exceptions require the approval of the Employer. There shall be an interval of not less than eight (8) hours between shifts for the employee. An employee who is not allowed an eight (8) hour interval between shifts shall be paid at the rate of time and one half (1 ½ X) for the time worked prior to the ending of the eight (8) hour intervals. Shifts which commence on one (1) calendar day and extend past midnight on the next calendar day are considered to be shifts worked only on the calendar day on which the shifts commence.

31.02 The normal hours of work for a full-time employee shall be thirty-five (35) to forty-four (44) hours per week as scheduled by the Employer.

31.03 Some employees may be required to work a compressed work week as part of a regular, recurring schedule in accordance with hours of work provided for in the Employment Standards Act.

These hours will be paid at straight time to a maximum of twelve (12) hours in a day.

Employees may choose to opt out of a compressed work week schedule. It is recognized that the operating scheduling in an area may preclude this option.

31.04 Employees will be provided with regular rest periods during the course of the work day.

Rest periods shall be as follows:

For the Table Games department, the employees shall receive a paid fifteen (15) minute rest period for each forty-five (45) minutes of work.

For the Food and Beverage, Guest Services, Housekeeping and Slots departments, employees working shifts of eight (8) hours or more shall receive sixty (60) minutes in paid rest period time.

Except for employees in the Table Games department, the Employer will make every effort to allow rest period breaks to be taken every two (2) to three (3) hours.

Rest period times noted above may be adjusted in length, by mutual agreement between an employee and his or her Supervisor, as long as the total rest period time in a shift does not exceed the rest period time for that shift.

31.05 Employees shall not work split shifts.

31.06 Early Out

(a) Employees requesting early out can add their name to the early out list at any time during their shift.

(b) Where the Employer determines that the operational requirements can be met with less staff, the Employer will



first send home employees, in that classification working overtime, in order of reverse seniority. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties.

- (c) The Employer will then use the early out list to determine which employee(s) will go home. Employees will go home on an equitable basis, within each prior seven (7) day period (Sunday to Saturday), in order of classification seniority. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties.
- (d) 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 order of seniority to ask volunteers. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties.

## Article 32 - Scheduling Clause

32.01 The Employer reserves the right to and direct casino operations including but not limited to; employee hours of work, shift rotations, daily work schedules, rest periods, meal periods and overtime work.

32.02 For the purpose of scheduling employee's hours of work, the following order will apply providing they have the required skills:

- (a) All employees are scheduled by seniority within the classification.

(b) All part-time employees are scheduled after full-time employees are scheduled.

32.03 Part-time employees will be scheduled as required.

32.04 The Employer will post the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least two (2) working days notice of its' intent to change an employee's schedule except in cases of emergency.

32.05 All full-time employees must be available to work the shifts required by the Employer to effectively operate. This includes day shifts, swing shifts, night shifts, late night shifts, Statutory Holidays and weekends.

32.06 Any employee may, with the approval of the Employer, change shifts with another employee of the same classification and equivalent qualifications.

(a) A request to change shifts must be received by the Employer on a request form supplied by the Employer, a minimum of twenty-four (24) hours prior to the start of the shift, except in cases of emergency.

(b) The shift change request form, supplied by the Employer, and signed by both employees must accompany the request to change shifts.

(c) The shift change shall not be approved until signed by the Department Manager or his or her designate.

(d) No overtime will be paid by the Employer that results from the exchange of shifts except for those shifts which would have been paid at overtime rates had the shifts not occurred. The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts.

(e) The employee who takes the shift(s) assumes all the obligations and requirements of the shift as if the employee originally scheduled worked the shift.

32.07 Notwithstanding any other provision in this Collective Agreement, the Employer shall make a reasonable effort for special events, to accommodate a full-time employee's request for a day off without pay providing:

- (a) The employee has exhausted every reasonable effort to find an accommodation under Article 32.06;
- (b) The employee has provided at least two (2) weeks' notice in writing;
- (c) The accommodation will not result in any extra expense to the Employer.

It is expressly agreed that this clause can be rescinded by either party on thirty (30) days notice.

32.08 All staff meetings occurring during regularly scheduled shifts must be paid at the applicable rates.

Meetings scheduled otherwise will be paid at appropriate rates with any applicable premiums or overtime.

32.09 Every year, sometime during January, February or March, the Company and the Union will have a Joint Labour Management meeting. The purpose of the meeting will be to review scheduling practices and problems in scheduling that might have arisen during the prior year. The Company will give proper and fair consideration to the Union's input in its further crafting of schedules.

### Article 33 – Shift Start Time/End Time

33.01 Employees are required to be at their work station ready for work for the beginning of their shift. Employees who are not at their work station ready to work will be deemed late for their shift.

33.02 All authorized time worked beyond scheduled hours will be paid time.

## Article 34 – Overtime

### 34.01 Scheduled Overtime

Employees interested in working the scheduled overtime will have the opportunity to place their names on the posted overtime request sheet.

Overtime will be scheduled based on the following:

- a) The classification in which the overtime is required.
- b) Skill level required.
- c) Seniority within the classification.

Employees who have been scheduled for overtime will be identified on the posted overtime request sheet for a period of four (4) weeks following their original scheduled overtime shift. These employees will still be permitted to list their names as available to work during this period; however they will not be eligible unless the following situations occur:

- a) No other employees in that classification are on the list.
- b) No other employees on the list have the game skills required.

These employees will resume eligibility for scheduled overtime based on seniority within the classification, four (4) weeks from the date of the initial scheduled overtime shift.

If there are an insufficient number of names on the list and/or the employees on the list do not meet the requirements (i.e. classification, skill level) to fulfill the overtime shift, the Employer will have the right to assign this overtime.

### 34.02 Non-Scheduled Overtime

Non-scheduled overtime will be allocated based on the following:

- a) The classification in which the overtime is required.
- b) Employees in that classification who are presently at work and who have the required skills.

If no one agrees to stay and work the overtime, the Employer has the right, based on classification and skill level, to assign this overtime.

### Article 35 – Overtime Pay

- 35.01 All time worked by an employee in excess of eight (8) hours in a day or forty-four (44) hours in a week will be paid at the rate of time and one half (1 ½ X) the employee's regular straight time rate.
- 35.02 Some employees may be required to work a compressed work week as part of a regular, recurring schedule in accordance with Hours of Work provided for in the Employment Standards Act. These hours will be paid at straight time to a maximum of twelve (12) hours in a day, subject to the provisions in Article 31.03

### Article 36 – Temporary Assignments Within the Bargaining Unit

- 36.01 An employee temporarily assigned by the Employer to a job classification will receive the higher of the two (2) rates of pay in accordance with the wage provisions of the Collective Agreement.
- 36.02 An employee who is temporarily assigned by the Employer to a lower rated classification will maintain his/her rate of pay in effect at the time of such assignment for the duration of the assignment.
- 36.03 An employee requesting a temporary assignment to a lower rated position will receive the rate of the lower classification.

## Article 37 – Work Outside the Bargaining Unit

- 37.01 An employee who takes a permanent excluded position may be returned or choose to return to their former included position within six (6) months. The employee shall not have Collective Agreement coverage, or pay Union dues, for the six (6) month period and shall not accrue but shall maintain their seniority during that time.
- 37.02 An employee who agrees to take an excluded position on a temporary basis shall continue to be covered by the Collective Agreement and shall accrue their seniority. If a temporary position is for more than thirty (30) consecutive days the employee shall be given the option of returning to the bargaining unit on the thirtieth (30<sup>th</sup>) day. After the thirtieth (30<sup>th</sup>) day of a temporary excluded assignment the employee shall not be covered by the Collective Agreement, or pay Union dues, but the employee shall be allowed to return to the bargaining unit at the end of the assignment with their seniority maintained. No temporary position shall exceed twelve (12) months without the permission of the Union.
- 37.03 It is recognised that some employees will act in a “dual role”. A dual role employee is someone who regularly works shifts in both excluded and included positions. Such employees shall continue to be covered by the Collective Agreement at all times and shall accrue seniority while working in an excluded role.
- 37.04 Employees who are asked to take a permanent excluded position, a temporary excluded position, or a dual role position shall be apprised of the above provisions before they accept any such arrangement. The full-time Union Representative or their designate, responsible for the administration of the Collective Agreement, if readily available (as defined in Article 8), shall be present.

## Article 38 – Training

### 38.01 Dealer Training

Training classes as may be required for business purposes will be available to all dealers who have been employed a minimum of three (3) months. Newly hired experienced multi-game dealers will be eligible for other game training after one hundred eighty (180) hours of employment. If the Employer requires an employee to take courses, the employee will be compensated for all approved costs.

### 38.02 Advanced Games Training

#### Dealers

The Employer will pay all hours spent training at their regular rate of pay for the following games: Roulette, Pai Gow Tiles, Poker and Craps.

#### Floor Supervisors

The Employer will pay all hours spent training at their regular rate of pay for the following games: Roulette, Pai Gow Tiles, Poker and Craps.

Hours spent training shall be credited towards seniority or accrued as time worked on the pay grids. An employee shall receive overtime pay in the event training and hours worked combined exceed eight (8) hours a day and/or forty-four (44) hours a week.

38.03 Employees that have received advanced game training and/or accepted payment for training from the Employer (i.e. Poker, Craps, Roulette), and have completed their probationary period, will not be able to refuse their work assignments for those games. Any exceptions require the approval of the Games Manager.

38.04 When a game is removed, employees that are on probation for that game will not be required to complete the probationary period for the game to receive the games rate increase provided their last performance appraisal for that game had a rating of satisfactory or higher. If the employee had not yet received a performance appraisal, they will be evaluated and given the rate increase based on the outcome of the performance appraisal for the game as indicated above.

38.05 Orientation

The Company will provide new hires with training and an orientation program that will include information regarding their employment with the Baccarat Casino. This will include fire and general safety procedures.

Article 39 – Health and Safety Committee

39.01 An operational Health and Safety Committee will be maintained to monitor health and safety issues on an ongoing basis and make constructive recommendations for change to the Employer.

39.02 A committee of eight (8) will be struck with equal representation from both the bargaining unit and the Employer. Employee representatives shall be selected by the employees themselves through a democratic process conducted by their Union. Committee members will be paid for the actual time spent at meetings at straight time rates.

39.03 Committee meetings will be held monthly and co-chaired by Management and the Union. Committee members will be scheduled, at their option, to work on the day shift of the meeting date as well as the day prior, if necessary, to avoid back to back shifts. There will be no reduction in weekly hours of work as a result of any shift re-scheduling. Committee members will be paid at straight time in addition to a stipend of thirty (\$30.00) dollars for their attendance at the meeting. Committee members will receive



no less than seventy-five (\$75.00) dollars for their attendance. Also, any hours worked in excess of daily scheduled hours will be paid at the overtime rate.

- 39.04 It is understood that the parties' intent is to ensure that committee meetings are arranged in such a way so as to attract employees to the role of committee member and to make sure that it is not onerous to participate. Good faith efforts will be made by the parties to deal with individual circumstances to achieve this goal.
- 39.05 It is agreed that joint minutes will be produced after each meeting that summarizes the issues and any course of action or resolution pertaining to the same. Follow-up items will be identified and reported on at the next meeting. Items will remain on the follow-up list until such a time as the item is resolved or completed.
- 39.06 Provided both parties have approved the accuracy of the minutes by signing them off, they will be posted in the workplace.
- 39.07 The Union staff representative may attend committee meetings at their discretion.
- 39.08 It is the Employer's responsibility to ensure that food is safe.
- 39.09 The Employer shall ensure the health and safety of its employees and shall comply with applicable legislation.
- 39.10 The Employer shall prohibit abusive customer behaviour and shall post signs at entrances to the Casino indicating their policy in this regard.

#### Article 40 – Benefit Plan and Sick Day Entitlement

The current employee benefit levels and entitlements will not be reduced during this Agreement.

## Full-Time Employee Benefit Plan

- 40.01 The following summarizes the full-time employee benefit plan. Included in the package are basic term life, accidental death & dismemberment, dependent life, extended health care, dental and vision, until the age of 70, and employee paid long term disability (until the age of 65).
- 40.02 All employees who have worked an average of thirty (30) hours or more per week for three (3) consecutive months are eligible and must participate in the benefit plan.
- 40.03 The Employer will pay one hundred (100%) percent of the premium cost for each staff member who participates in the plan.
- 40.04 Eligibility is in accordance with the agreement with the insurer.

## Part-Time Employees Benefits

- 40.05 The following outlines the part-time employee benefits that are funded and administered as a Health Spending Account through the insurer. Each part-time employee is entitled to a maximum of three hundred (\$300.00) dollars until September 1<sup>st</sup>, 2012, then four hundred (\$400.00) dollars until September 1<sup>st</sup>, 2013 and then five hundred (\$500.00) dollars until September 1<sup>st</sup>, 2014 to be used to assist with expenses relating to the following items, as example: eye exams, prescription glasses, prescription drugs, dental procedures or prescribed medical therapy. Eligible expenses are at the insurer's sole discretion. The part-time benefit program shall be prorated for a partial year of employment.
- 40.06 All part-time employees working an average of sixteen (16) hours per week qualify for the part-time benefit program. Before an employee qualifies for part-time benefits, he or she must have worked three (3) consecutive months and have worked a minimum of two hundred eight (208) hours in the past three (3)

months. Entitlement continues provided the employee maintains an average of sixteen (16) hours of employment per week.

### Employee Sick Pay Entitlement

40.07 All employees, who have worked an average of thirty (30) hours per week for a period of one (1) year, are eligible for sick pay entitlement.

40.08 Eligible employees will be entitled to three (3) sick days from January 1<sup>st</sup> to December 31<sup>st</sup> in each calendar year.

40.09 The sick pay entitlement will be based on the employee's regular wage rate, including those shifts missed during Statutory Holidays.

If the employee works a consistent shift length, the daily hours of work missed for that shift will be paid.

If the employee works an irregular schedule, where shift lengths vary, an averaged hours of work per day will be calculated and paid.

The sick pay entitlement cannot be carried over to the next sick pay qualification period and employees will not be compensated for unused sick days.

Sick pay entitlement paid will be identified separately on the employee's pay cheque stub.

### 40.10 Details

The sick pay entitlement may be applied to an approved non-WCB related medical leave of absence; where the employee has contacted the appropriate Department Manager as required by Company Policy and if requested, where the employee has provided a satisfactory medical certificate.

The sick pay entitlement can be approved/booked in advance to replace a full shift in conjunction with an approved medical leave of absence and/or for hospitalization, surgery or out-patient treatment. A medical certificate may be required.

When an employee is required to be absent for a full shift in order to attend medical, dental or other medical specialist appointment that cannot be booked outside of work hours, the sick pay benefit can be approved/booked in advance. Proof of attendance at the appointment(s) may be required.

The sick pay entitlement will not apply to partial shifts missed. Where the employee is not able to complete a shift due to a serious illness or injury, the employee will be paid for the remainder of the uncompleted shift as outlined in Article 23.

The sick pay entitlement will not be used during or to extend a vacation period or a regular unpaid leave of absence unless specifically approved by the Department Manager. The Department Manager may require the employee to provide a medical certificate confirming that the employee was ill or injured during the vacation or leave of absence.

An employee commencing pregnancy leave is not entitled to the sick pay benefit unless the employee has provided a satisfactory medical certificate. If an employee accumulates more than one hundred twenty (120) calendar days of non-medical leave of absences (in any qualifying period), he or she will have his or her remaining sick pay benefit entitlement prorated accordingly.

The sick pay entitlement policy will allow employees to call in sick when a day off is required due to illness, illness of an immediate family member, or an emergent situation.

The sick pay entitlement will be subject to Company policies and practices as issued from time to time.

## Full-time Employee Group RRSP

40.11 To assist in providing for an employee's retirement, the Employer has established a Registered Retirement Savings Plan (RRSP), administered through an external vendor. Participation is strictly voluntary.

The Employer will match contributions of full-time employees, eligible for the full-time group benefit plan at a rate of thirty (\$0.30) cents for every hour worked, up to a maximum of two thousand eighty (2080) hours per calendar year.

## Part-time Employee Group RRSP

40.12 To assist in providing for an employee's retirement, the Employer has established a Registered Retirement Savings Plan (RRSP), administered through an external vendor. Participation is strictly voluntary.

The Employer will match contributions of full-time employees, eligible for the part-time group benefit plan at a rate of fifteen (\$0.15) cents for every hour worked, up to a maximum of forty (40) hours per week.

## Article 41 - Vacations

41.01 Employees who have completed less than five (5) years of continuous service will be paid four (4%) percent of their previous years' regular hourly wages.

41.02 Employees who have completed more than five (5) years of continuous service will be paid six (6%) percent of their previous years' regular hourly wages.

41.03 Full-time employees who have completed more than ten (10) years of continuous service will be paid eight (8%) percent of their previous years' regular hourly wages.

- 41.04 Full-time employees may request and receive their vacation pay either prior to, during or immediately following their vacation.
- 41.05 Part-time employees will receive their vacation pay entitlement each pay period at four (4%) percent, six (6%) percent, or eight (8%) percent based on their years of service.
- 41.06 As far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. Vacation shall be scheduled from Sunday to Saturday. Any exceptions require the approval of the Employer. Requests for exceptions will not be unreasonably denied. Seniority will be used for granting applications in selection of vacation dates; however, the final determination of vacation dates shall be made by the Employer in line with existing conditions.
- 41.07 Employees will have the opportunity to schedule time off for the purpose of vacation based on the following consecutive years of service:
- |                          |                           |
|--------------------------|---------------------------|
| Less than five (5) years | two (2) weeks' vacation   |
| More than five (5) years | three (3) weeks' vacation |
| More than ten (10) years | four (4) weeks' vacation  |
|                          | (* full-time only)        |
- 41.08 Part-time vacation schedules will be completed following the selection of vacation time by full-time employees.
- 41.09 All other issues not covered by this article shall be determined by the current Employment Standards Code of Alberta.

## Article 42 – Statutory/Paid Holidays

### Full-Time Employees

42.01 Statutory/paid holidays for full-time employees will be paid on the Statutory/paid holiday for all hours worked plus one and one half (1 ½ X) times their regular rate of pay.

An employee is not entitled to Statutory/paid holiday pay when the employee:

Does not work on a Statutory/paid holiday when required or scheduled to do so, or is absent from employment, without consent of the Employer. On the employee's last regular working day preceding or first regular working day following the Statutory Holiday.

Full-time employee's entitled for Statutory/paid holidays that do not work on the holiday will receive eight (8) hours pay at their primary rate.

This amount will be paid bi-weekly in accordance with the regular pay periods.

### Part-Time Employees

42.02 Statutory Holidays will be paid in accordance with the qualifications set forth in the current Alberta Employment Standards Code.

42.03 If an employee works on a Statutory/paid holiday then the employee will be paid for all hours worked on such a day at the rate of one and one half (1 ½ X) times their regular rate of pay.

42.04 The Employer will pay all employees their regular straight time hourly rate of pay for all Statutory/paid holidays set out in the article, provided the employee qualifies for the pay.

42.05 In the event a Statutory/paid holiday is observed within an employee's vacation period, the employee will be paid for that holiday, provided they qualify for the pay.

42.06 The parties recognize the following ten (10) Statutory/paid holidays:

New Year's Day\*

Good Friday\*

Canada Day\*

Thanksgiving Day\*

Christmas Day\*

Family Day\*

Victoria Day\*

Labour Day\*

Remembrance Day\*

Boxing Day

\*Statutory Holiday

## Article 43 - Classifications and Wages

### Dealing Staff/Floor Supervisors

#### Games

43.01 All Dealers and Floor Supervisors will be required to learn all new proprietary table games that may be introduced in the future.

It is the requirement for all Floor Supervisors to achieve and maintain skills required for all games a Floor Supervisor classification is required to monitor the activity of each table game. This is to ensure that the conduct of the table game(s) is proper and complies with the AGLC Terms and Conditions and Operating Guidelines and Baccarat Casino House Rules. Floor Supervisors with Craps will have the same requirement with the addition of craps.

All current Floor Supervisors/Floor Supervisors with Craps that do not have all games will be trained to meet the all game requirement and will maintain that classification. Current Floor Supervisors/Floor Supervisors with Craps that do not pass their



training will continue to be trained, as required, and will be paid at their current rate.

Roulette = one (1) game

Poker = one (1) game

Pai Gow Tiles = one (1) game

Craps = one (1) game

Mini/EZ Baccarat = one (1) game

\*Dealer 1 – Level 1-5 Includes Blackjack, Sic Bo, all proprietary games plus one (1) game.

\*Dealer 2 – Level 1-5 Includes Dealer 1 skills plus one (1) game.

\*Dealer 3 – Level 1-5 Includes Dealer 2 skills plus one (1) game.

\*Dealer 4 – Level 1-5 Includes Dealer 3 skills plus one (1) game.

\*Dealer 5 – Level 1-5 Includes Dealer 4 skills plus one (1) game.

\*Dealer 6 – Level 1-5 (All Games Dealer) In order to maintain this rate, dealers will be required to train and deal all existing casino games and any new casino games and proprietary games introduced to the Casino in the future.

\*To maintain a Dealer rate, dealers will be required to learn and to be scheduled for and deal all games in their category and any new and existing proprietary games.

If there is a reduction in non-proprietary games to five (5) or less, employees will automatically advance to an All Games Dealer, as per the definition under Dealer 6 above, once they have been trained on all available games.

If there is an increase in non-proprietary games to six (6) or more, all Dealers in the Dealer 6 classification will be grandfathered into the classification and trained first, in order to maintain the All Games Dealer level of pay. Dealers are required to be available to be scheduled for and deal all games in order to maintain this classification. All other Dealer classifications will advance through the classifications as listed above.

43.02 The new wage rates will be effective upon ratification (October 12<sup>th</sup>, 2012).

Employees who were on vacation, absent for health related reasons, or who were in attendance at negotiations will have these hours credited as working hours for the purpose of Wage Schedule "A".

43.03 Regular Pay Schedules (See Schedule "A" – Wages)

The Baccarat Casino will pay all dealing, Floor Supervisor, housekeeping, slot, food and beverage, guest services staff wages and salaries on an hourly basis in accordance with Schedule "A". Increases in levels will be determined by actual hours worked within a classification.

43.04 A dealer's placement on the grid and classification will be based on the position that the employee is qualified for and the hours the employee has worked at the Baccarat Casino.

Normally all new dealing staff will be placed at Level 1 of the appropriate position and will be required to complete the probationary period. Any exceptions require the approval of the Employer.

Movement from level to level is based on hours of employment in the position. Position changes will be based on the number of games the employee is qualified to deal. Dealers changing positions will remain at the same level, however, the number of

hours accumulated at that level in the previous position will be applied to the new position.

43.05 To maintain a dealer placement on the grid or classification, all games at that level must be dealt. Employees that have received advanced game training and/or accepted payment for training from the Employer (i.e. Poker, Craps, Roulette), and have completed their probationary period, will not be able to refuse their work assignments or schedules for those games. Any exceptions require the approval of the Employer.

43.06 An Acting Floor Supervisor is appointed specifically to fill in when there is a shift open which cannot be filled by a Floor Supervisor. Dealers may be appointed as acting Floor Supervisors from time to time. All hours accumulated in an acting position will be applied to the individual's current position and should an acting Floor Supervisor be promoted to a full-time position, all of the hours worked as an acting Floor Supervisor will be credited to the Floor Supervisor levels of the pay scale.

Preference in the distribution of Acting Floor Supervisor shifts shall be given to full-time employees on a fair rotation basis.

In the event that such shifts must be distributed to part-time employees for operational reasons, they shall be distributed among those part-timers on a fair rotation basis.

Acting Pit Manager shift distribution will be rotated fairly; availability, qualifications, skill and ability being sufficient.

43.07 Should a part-time Floor Supervisor be promoted to a full-time position, all of the hours worked as a part-time Floor Supervisor will be credited to the Floor Supervisor level of the pay scale. Full-time Floor Supervisors who become part-time Floor Supervisors shall retain their existing hourly rate of pay.

43.08 A Floor Supervisor's placement on the grid or classification will be based on the position that the employee is qualified for and the hours the employee has worked in the position. Normally all new

or promoted Floor Supervisors will be placed at Level 1 unless they have accumulated the required hours for the next level of the grid. All new Floor Supervisors are required to complete the probationary period. Any exceptions require the approval of the Employer. Movement from level to level is based on hours of employment as a Floor Supervisor at the Baccarat Casino.

43.09 Housekeeping staff will be placed on the grid based on the position that the employee is qualified for and the hours the employee has worked in the position. Normally all new staff to the Baccarat Casino will be placed at Level 1 and required to complete a probationary period. Any exceptions require the approval of the Employer.

43.10 Slot Floor staff, Slot Cashiers, Head Cashiers and Slot Count Room Team will be placed on the grids and classifications according to position and hours of employment in the position. Normally all new staff to the Baccarat Casino will be placed at Level 1 and required to complete a probationary period. Any exceptions require the approval of the Employer.

An acting position is used to fill in when there is a shift open which cannot be filled by someone in the classification in which there is an available shift. All hours accumulated in an acting position will be applied to the individual's current position and should an acting be promoted to a full-time position, all of the hours worked as an acting in the classification to which they were promoted will be credited towards the levels of the pay scale.

43.11 Food and Beverage staff will be placed on the grids according to classification and hours of employment in the position. Normally all new staff to the Baccarat Casino will be placed at Level 1 and required to complete a probationary period. Any exceptions require the approval of the Employer.

43.12 Guest Services staff will be placed on the grid based on the position that the employee is qualified for and the hours the employee has worked in the position. Normally, all new staff to

the Baccarat Casino will be placed at Level 1 and required to complete a probationary period. Any exceptions require the approval of the Employer.

#### Article 44 - Gratuities

44.01 For the purpose of this Agreement, gratuity means a tip in the form of cash, including VLT/TITO slips and/or gaming chips. All other forms of gratuities will be discouraged.

DEALERS – Tips are pooled and distributed equally among dealers as defined in Alberta Gaming and Liquor Commission's Terms and Conditions and Operating Guidelines. Dealers' tips can be in the form of gaming chips only. NO CASH TIPS ARE ALLOWED.

As an exception to the above, POKER DEALERS assigned to the late night (graveyard) shift will continue with the pooled tips being distributed equally among those dealers.

SLOT ATTENDANTS, FLOOR PERSONS and SLOT CASHIERS - Are allowed to accept tips in cash, including VLT/TITO slips and gaming chips. Tips are pooled and distributed equally. COUNT ROOM receives five (5%) percent of the total tips collected in the SLOT TIP POOL divided by the number of hours worked for each count room staff member.

BARTENDERS, GUEST SERVICES, SERVERS and HOUSEKEEPING - Are allowed to accept tips in cash, including VLT/TITO slips and gaming chips.

FLOOR SUPERVISORS are not allowed to accept gratuities of any kind.

## Article 45 – Strikes and Lockouts

45.01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slow down in any premises of the Employer, or any curtailment of work or restriction of or interference of the operations of the Employer. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket any of the Employer's facilities or premises during the term of this Agreement.

## Article 46 – Savings Clause

46.01 All provisions of this Agreement shall be subject to the laws of Alberta. If any part or provision of this Agreement should be held invalid by operation of law or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

## Article 47 – Cash Shortages

47.01 No employee will be required to make up cash shortages.

Servers will not be required to make up any losses arising out of customers not paying or partially paying their bills.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

For the Employer:

For the Union:

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Company Committee:

Bargaining Committee:

This Agreement was ratified October 12<sup>th</sup>, 2012.

Baccarat Casino – Settlement Offer #4

Item	Year 1	Year 2	Year 3
Term	April 1 <sup>st</sup> , 2012 to March 31 <sup>st</sup> , 2013	April 1 <sup>st</sup> , 2013 to March 31 <sup>st</sup> , 2014	April 1 <sup>st</sup> , 2014 to March 31 <sup>st</sup> , 2015
Uniforms	100% employer cost*		
Leeway Time	Not required*		
Group Benefits	Plan A – no change	Plan A – no change	Plan A – no change
Wage Increases	Current Palace Wage Grid	3%	3.5%
Retro Pay	To April 1 <sup>st</sup> , 2012*		
Union Recognition Bonus to bridge the period from October 2011 to April 2012	\$500 Full-time* \$250 Part-time*		
RRSP for Palace Part-Time Staff	\$0.15/hour same as Baccarat*		
Fresh Start Language	Upon Ratification with a three (3) year term at the above rates and amounts – Discussion Required		

\* Upon Ratification



## Schedule "A" Wages

Change percentage here →

3.0%

3.5%

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 1

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$9.16	8.0%	\$9.89	3.0%	\$10.19	3.5%	\$10.55
2	1,441	3,400	\$9.48	7.1%	\$10.15	3.0%	\$10.45	3.5%	\$10.82
3	3,401	5,400	\$10.00	4.0%	\$10.40	3.0%	\$10.71	3.5%	\$11.08
4	5,401	7,400	\$10.49	3.0%	\$10.80	3.0%	\$11.12	3.5%	\$11.51
5	7,401		\$11.78	3.3%	\$12.17	3.0%	\$12.54	3.5%	\$12.98

Change percentage here →

3.0%

3.5%

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 2

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$9.41	6.8%	\$10.05	3.0%	\$10.35	3.5%	\$10.71
2	1,441	3,400	\$9.80	5.1%	\$10.30	3.0%	\$10.61	3.5%	\$10.98
3	3,401	5,400	\$10.31	2.4%	\$10.56	3.0%	\$10.88	3.5%	\$11.26
4	5,401	7,400	\$10.80	3.0%	\$11.12	3.0%	\$11.45	3.5%	\$11.85
5	7,401		\$12.11	3.5%	\$12.53	3.0%	\$12.91	3.5%	\$13.36

Change percentage here →

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 3

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$9.71	4.80%	\$10.20	3.0%	\$10.51	3.5%	\$10.88
2	1,441	3,400	\$10.09	3.44%	\$10.45	3.0%	\$10.76	3.5%	\$11.14
3	3,401	5,400	\$10.62	2.48%	\$10.89	3.0%	\$11.22	3.5%	\$11.61
4	5,401	7,400	\$11.26	2.85%	\$11.59	3.0%	\$11.94	3.5%	\$12.36
5	7,401		\$12.45	3.41%	\$12.89	3.0%	\$13.28	3.5%	\$13.74

Change percentage here →

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 4

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$10.03	3.2%	\$10.35	3.0%	\$10.66	3.5%	\$11.03
2	1,441	3,400	\$10.40	2.1%	\$10.62	3.0%	\$10.94	3.5%	\$11.32
3	3,401	5,400	\$10.93	2.5%	\$11.20	3.0%	\$11.54	3.5%	\$11.94
4	5,401	7,400	\$11.57	2.9%	\$11.91	3.0%	\$12.27	3.5%	\$12.70
5	7,401		\$12.78	3.4%	\$13.22	3.0%	\$13.62	3.5%	\$14.10

Change percentage here →

3.0%

3.5%

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 5

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$10.34	2.0%	\$10.55	3.0%	\$10.87	3.5%	\$11.25
2	1,441	3,400	\$10.72	2.0%	\$10.93	3.0%	\$11.26	3.5%	\$11.65
3	3,401	5,400	\$11.28	2.4%	\$11.55	3.0%	\$11.90	3.5%	\$12.32
4	5,401	7,400	\$11.88	2.9%	\$12.23	3.0%	\$12.60	3.5%	\$13.04
5	7,401		\$13.14	3.4%	\$13.59	3.0%	\$14.00	3.5%	\$14.49

Change percentage here →

3.0%

3.5%

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Dealer 6

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$10.65	2.0%	\$10.86	3.0%	\$11.19	3.5%	\$11.58
2	1,441	3,400	\$11.05	1.9%	\$11.26	3.0%	\$11.60	3.5%	\$12.01
3	3,401	5,400	\$11.59	2.5%	\$11.88	3.0%	\$12.24	3.5%	\$12.67
4	5,401	7,400	\$12.20	3.0%	\$12.57	3.0%	\$12.95	3.5%	\$13.40
5	7,401		\$13.47	3.4%	\$13.93	3.0%	\$14.35	3.5%	\$14.85

Change percentage here →

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Floor Supervisor 1

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$20.14	2.0%	\$20.54	3.0%	\$21.16	3.5%	\$21.90
2	1,441	3,400	\$20.64	2.0%	\$21.05	3.0%	\$21.68	3.5%	\$22.44
3	3,401	5,400	\$21.43	2.5%	\$21.96	3.0%	\$22.62	3.5%	\$23.41
4	5,401	7,400	\$22.17	3.0%	\$22.83	3.0%	\$23.51	3.5%	\$24.34
5	7,401		\$23.14	3.4%	\$23.93	3.0%	\$24.65	3.5%	\$25.51

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Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Floor Supervisor W - Craps

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$20.52	1.87%	\$20.91	3.0%	\$21.54	3.5%	\$22.29
2	1,441	3,400	\$21.02	1.87%	\$21.42	3.0%	\$22.06	3.5%	\$22.83
3	3,401	5,400	\$21.84	2.41%	\$22.38	3.0%	\$23.05	3.5%	\$23.86
4	5,401	7,400	\$22.56	2.84%	\$23.22	3.0%	\$23.92	3.5%	\$24.76
5	7,401		\$23.53	3.33%	\$24.34	3.0%	\$25.07	3.5%	\$25.94

Change percentage here →

Apr  
1/2012

Apr  
1/2013

Apr  
1/2014

Acting Floor Supervisor

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$19.62	1.9%	\$20.00	3.0%	\$20.60	3.5%	\$21.32
2	1,441	3,400	\$20.17	1.9%	\$20.56	3.0%	\$21.18	3.5%	\$21.92
3	3,401	5,400	\$20.58	2.4%	\$21.08	3.0%	\$21.71	3.5%	\$22.47
4	5,401	7,400	\$20.91	3.0%	\$21.54	3.0%	\$22.19	3.5%	\$22.97
5	7,401		\$21.44	3.5%	\$22.18	3.0%	\$22.85	3.5%	\$23.65

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Slot Floor Person

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$10.72	2.0%	\$10.93	3.0%	\$11.26	3.5%	\$11.65
2	1,441	3,400	\$11.44	2.0%	\$11.67	3.0%	\$12.02	3.5%	\$12.44
3	3,401	5,400	\$12.28	2.9%	\$12.64	3.0%	\$13.02	3.5%	\$13.48
4	5,401		\$13.07	3.4%	\$13.52	3.0%	\$13.93	3.5%	\$14.42

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Cashier

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$11.98	2.0%	\$12.22	3.0%	\$12.59	3.5%	\$13.03
2	1,441	3,400	\$12.61	1.9%	\$12.85	3.0%	\$13.24	3.5%	\$13.70
3	3,401	5,400	\$13.04	2.5%	\$13.36	3.0%	\$13.76	3.5%	\$14.24
4	5,401	7,400	\$13.80	2.9%	\$14.20	3.0%	\$14.63	3.5%	\$15.14
5	7,401		\$14.25	3.4%	\$14.74	3.0%	\$15.18	3.5%	\$15.71

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Head Cashier

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$15.18	2.0%	\$15.48	3.0%	\$15.94	3.5%	\$16.50
2	1,441	3,400	\$15.64	2.0%	\$15.95	3.0%	\$16.43	3.5%	\$17.01
3	3,401	5,400	\$16.43	2.4%	\$16.83	3.0%	\$17.33	3.5%	\$17.94
4	5,401	7,400	\$17.17	2.9%	\$17.67	3.0%	\$18.20	3.5%	\$18.84
5	7,401		\$17.81	3.4%	\$18.42	3.0%	\$18.97	3.5%	\$19.63

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Count Room Team

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$13.33	2.0%	\$13.59	3.0%	\$14.00	3.5%	\$14.49
2	1,441	3,400	\$13.84	2.0%	\$14.11	3.0%	\$14.53	3.5%	\$15.04
3	3,401	5,400	\$14.61	2.9%	\$15.04	3.0%	\$15.49	3.5%	\$16.03
4	5,401		\$15.12	3.4%	\$15.64	3.0%	\$16.11	3.5%	\$16.67

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Maintenance

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	3,400	\$13.37	2.0%	\$13.64	3.0%	\$14.05	3.5%	\$14.54
2	3,401	5,400	\$15.33	2.0%	\$15.64	3.0%	\$16.11	3.5%	\$16.67

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Bartender

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$9.32	5.1%	\$9.80	3.0%	\$10.09	3.5%	\$10.44
2	1,441	3,400	\$9.73	3.3%	\$10.05	3.0%	\$10.35	3.5%	\$10.71
3	3,401	5,400	\$10.39	3.0%	\$10.70	3.0%	\$11.02	3.5%	\$11.41
4	5,401		\$11.29	3.4%	\$11.67	3.0%	\$12.02	3.5%	\$12.44

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Apr  
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1/2014

Bartender, Acting F&B Sup.

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$14.50		\$14.50	3.0%	\$14.94	3.5%	\$15.46



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Apr  
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Kitchen Prep/Dish

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$11.01	1.9%	\$11.22	3.0%	\$11.56	3.5%	\$11.96
2	1,441	3,400	\$11.25	1.9%	\$11.46	3.0%	\$11.80	3.5%	\$12.22
3	3,401	5,400	\$11.70	3.0%	\$12.05	3.0%	\$12.41	3.5%	\$12.85
4	5,401		\$11.99	3.4%	\$12.40	3.0%	\$12.77	3.5%	\$13.22

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1/2014

Cold Line Cook

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$11.30	1.9%	\$11.52	3.0%	\$11.87	3.5%	\$12.29
2	1,441	3,400	\$11.54	1.9%	\$11.76	3.0%	\$12.11	3.5%	\$12.53
3	3,401	5,400	\$11.99	2.9%	\$12.34	3.0%	\$12.71	3.5%	\$13.15
4	5,401		\$12.29	3.4%	\$12.71	3.0%	\$13.09	3.5%	\$13.55

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Apr  
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1/2014

Hot Line Cook

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$14.49	1.9%	\$14.77	3.0%	\$15.21	3.5%	\$15.74
2	1,441	3,400	\$14.71	2.0%	\$15.01	3.0%	\$15.46	3.5%	\$16.00
3	3,401	5,400	\$15.31	2.9%	\$15.76	3.0%	\$16.23	3.5%	\$16.80
4	5,401		\$15.54	3.5%	\$16.08	3.0%	\$16.56	3.5%	\$17.14

Change percentage here →

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First Cook

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$15.65	2.0%	\$15.96	3.0%	\$16.44	3.5%	\$17.02
2	1,441	3,400	\$15.89	1.9%	\$16.19	3.0%	\$16.68	3.5%	\$17.26
3	3,401	5,400	\$16.43	2.9%	\$16.90	3.0%	\$17.41	3.5%	\$18.02
4	5,401		\$16.74	3.4%	\$17.31	3.0%	\$17.83	3.5%	\$18.45

Change percentage here →

Apr  
1/2012

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1/2013

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1/2014

Guest Services

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$13.17	2.0%	\$13.43	3.0%	\$13.83	3.5%	\$14.31
2	1,441	3,400	\$13.83	1.9%	\$14.09	3.0%	\$14.51	3.5%	\$15.02
3	3,401	5,400	\$14.80	2.9%	\$15.23	3.0%	\$15.69	3.5%	\$16.24
4	5,401			0.0%	\$16.15	3.0%	\$16.63	3.5%	\$17.21

Change percentage here →

Apr  
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1/2013

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1/2014

Server

Level	Min Hours	Max Hours	Current	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3
1	0	1,440	\$9.27	5.7%	\$9.80	3.0%	\$10.09	3.5%	\$10.44
2	1,441	3,400	\$9.56	5.1%	\$10.05	3.0%	\$10.35	3.5%	\$10.71
3	3,401	5,400	\$10.04	3.0%	\$10.34	3.0%	\$10.65	3.5%	\$11.02
4	5,401		\$10.47	3.3%	\$10.82	3.0%	\$11.14	3.5%	\$11.53

## LETTERS OF UNDERSTANDING

### Letter of Understanding #1- Fresh Start

The Union and Company are committed to a positive working relationship and agree to work together to ensure that this Collective Agreement meets the needs of both parties.

To facilitate a “fresh start” the Union agrees to withdraw outstanding unfair labour practices filed against the Employer.

The Employer agrees that all employees shall have their disciplinary records fully expunged from their personnel files and any other files that may exist. That is, they shall be given a clean slate and fresh start as though they have never been disciplined.

This letter shall take effect immediately upon Union ratification.

After ratification employees shall have the right, with reasonable notice, to review their disciplinary and personnel files and records. If the employee wishes, their Union Steward or Union Representative shall be present.

### Letter of Understanding #2 - Protection of Pre-Unionization Rights and Privileges

The Employer agrees that the intention of the parties is to ensure that Baccarat employees, in addition to the improvements to their terms and conditions set out in this Collective Agreement, continue to enjoy no less than the remuneration, rights, entitlements, privileges and benefits provided before recognition of the Union.

Letter of Understanding #3 - Dues Deduction - Application of Article 5.01 to Baccarat Employees Employed as of Date of Ratification

Current Baccarat employees, upon ratification, shall become Union members and pay dues as a condition of continued employment. These employees shall, at the direction of the Employer, complete applications for Union membership within thirty (30) days of ratification. They shall also, forthwith, authorize payroll deduction of Union dues. Employees employed as of the date of ratification shall not pay initiation fees. Employees hired after the date of ratification shall pay initiation fees, pay Union dues and be Union members as a condition of employment pursuant to Article 5.

Letter of Understanding #4 – Employee’s Right to Relocate to Temporary or Permanent Locations & Job Guarantee

If the Employer moves the Baccarat Casino business/operation, employees shall have the right to move with it. Employees shall enjoy this right if the operation moves temporarily or permanently and regardless of the number of times it moves. To be clear, unless an employee has otherwise been terminated for just cause, Baccarat employees will be guaranteed their employment if and when the business, in whole or in part moves, transfers or relocates in any way to any other location, temporarily or permanently. The employees have the right to “go” with the business.

This Collective Agreement and the Union, and all related rights and privileges for the bargaining agent and the employees will “move”, transfer and flow as well. Rights and privileges such as seniority shall be uninterrupted.

It is understood that if the Baccarat continues to operate and the Employer opens a new operation in the Greater Edmonton Area, employees shall have the right to stay at the Baccarat or transfer to the new location.

All employees shall be entitled to ninety (90) days’ notice of the expected date of closure and/or opening of a new permanent or temporary casino. They shall also be entitled to ninety (90) days’ notice of the closing of any

part of the casino and the opening of any new facility in addition to the current casino.

Employees who do not wish to move to any new location and do not wish to avail themselves of this guarantee of employment shall be entitled to receive notice or pay in lieu of notice in accordance with the Employment Standards Code of Alberta.

Employees, pursuant to the guarantee of employment, if they choose to relocate to any new facility, shall be entitled to continuous employment in the same position they had at the Baccarat.

The above provisions also apply to the Palace Casino. Also, Letter of Understanding #5 from the Palace Casino is incorporated into this Collective Agreement.

#### Letter of Understanding #5 – Employee Training

The Employer is committed to maintaining a standard level of competency for its staff and will provide training to maintain that standard where required.

The Employer also understands the need for growth in dealer game knowledge to accommodate staffing needs, as well as a desire for staff to improve their own game knowledge, and will provide training for staff.

#### Letter of Understanding #6 - Anti-Fatigue Mats

The following has been agreed to by both parties:

The Company agrees to place anti-fatigue mats in the following areas and to replace them when “wear and tear” require.

The areas shall include:

- At games tables for Dealers and

- In the slot bank, at Cashiers' and Head Cashiers' work stations and
- Any other area where an employee works for protracted periods of time in a fixed spot or area.

It is understood that some areas might require a "runner" style or "reshaped" anti-fatigue mat.

It is understood that the Company shall acquire mats at the "comfort level" sampled during the Palace Casino collective bargaining.

#### Letter of Understanding #7 - Foot Stand Boxes and Sit-Stand Stools

It is understood that the parties shall commence meetings in sixty (60) days from ratification to set in motion the implementation of proper foot stand boxes and sit-stand stools in the casino.

The parties shall participate in good faith negotiations.

If the parties cannot agree, the matter shall be placed in front of Arbitrator Andrew Sims, and if he is not available and we cannot reach agreement on an alternative, go to the Minister for an arbitrator from the list, to make a final determination. The arbitrator can consider cost, configuration, and employee preference, but shall give ergonomic effectiveness in reducing fatigue and strain on the worker the highest priority.

#### Letter of Understanding #8 - Employee Clothing and Uniforms

Within sixty (60) days of ratification the parties shall meet, with interested employees, to discuss and resolve outstanding issues that relate to employee clothing and uniforms.

Topics shall include, but not be limited to:

- The issue of coveralls/overalls in the count room. Is this appropriate clothing? We have had complaints that they are hot and cumbersome. Is there an alternative?
- The issue of uniform and clothing availability.
- The issue of clear communication of Employer policies with respect to uniforms. For example, in food and beverage the Company has said that employees have uniform options. We are not yet comfortable that these options are well known and that employees have been left with the confidence to know that they can exercise their options.
- The issue of so-called “seasonal” dress requirements. For example, the already identified issue of denim shirts, etc. that relate to K-Days and the Canadian Finals Rodeo.
- Any other clothing/uniform issues that reasonably require scrutiny.

The parties agree, in good faith, to meet and resolve these issues to ensure a fair result.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

For the Employer:

For the Union:

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Company Committee:

Bargaining Committee:

This Agreement was ratified October 12<sup>th</sup>, 2012.