

COLLECTIVE AGREEMENT

BETWEEN

The "Employer"
(Gateway Casinos G.P. Inc.)
operating as Palace Casino

AND

The "Union"
(The United Food and Commercial Workers **Canada**, Local 401)

Expiry: November 1st, 2009 11292 (04)

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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*, Local 401 (UFCW) and the Employer (Gateway Casinos G. P. Inc.) is to maintain mutually satisfactory working relations 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.

Duration

1.02 This Agreement shall be effective *from the date of ratification (July 10th, 2007) by both parties* and shall continue in effect *until November 1st, 2009. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Alberta Labour Relations Code.*

1.03 Letters of Understanding may be mutually agreed to as appropriate.

1.04 *When notice to commence collective bargaining has been served pursuant to the Labour Relations Code, this Collective Agreement shall continue to apply to the Company and the Union notwithstanding its termination date, and shall continue in full force and effect until:*

- i. the Union commence a legal strike; or*
- ii. the Employer commences a legal lockout, or*
- iii. the parties enter into a new or further Agreement.*

Article 2 - Definitions

2.01 The word "Union" means The United Food and Commercial Workers *Canada*, Local 401 (UFCW).

- 2.02 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 2.03 The word "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**) hrs per week on average **over a three (3) month period**. The average will be calculated exclusive of overtime, any approved leave of absence and any hours lost for being sent home early.
- 2.05 "Part-time employee" means an employee who **is scheduled less** than the full normal daily or weekly hours on average, exclusive of overtime.
- 2.06 "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.
- 2.07 "Proprietary Game" means a privately owned game that is protected by patent, copyright or trademark for which the Company pays a user fee for the right to operate it.
- 2.08 "Continuous service" shall mean the period of the unbroken employment with the Employer, inclusive of all approved leaves of absence.

Article 3 - Seniority/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 full-time 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.

Article 4 - Recognition

- 4.01 The Employer recognizes ***the Union*** as the sole bargaining agent for all employees of the Palace Casino: excluding Directors, Managers, Assistant Managers, ***Security, Slot, and Food and Beverage*** Supervisors, the Controller, Office Administration Staff, Chef/Kitchen Supervisor, ***Poker Houseman***, Surveillance 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 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.
- 4.04 The Employer and the Union will meet ***quarterly***, unless otherwise agreed to by the parties.
- 4.05 ***It is understood that, for the term of this Agreement the positions of Pit Boss/Floor Supervisor, and Boxman, 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.

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 (10th) 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 changes 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 will indicate on employees' T4 slips a statement of the annual Union dues, which have been deducted.

5.05 *The employee may wear a single Union identification pin/button and/or one (1) of the following: Shop Steward pin, Women’s pin, Health and Safety pin that is not to exceed one (1”) inch in size as per the pins in Schedule “A”. Disagreement between the parties as to the content of the pin or button, outside of Schedule “A”, shall be subject to Article 14.*

**Picture of Union Pins to be Inserted
Here as Agreed to in Bargaining**

Article 6 - Union Representation

6.01 The Company recognizes the significant commitment of being a representative of the Union. The Company will recognize a *maximum of five (5) Shop Stewards*. A *current* list of the *Shop Stewards* must be provided in writing to *the Employer and updated as required*. These *five (5) Shop Stewards* will be authorized to deal with Union business (including, but not limited to, grievances, health and safety and equity issues). Both parties recognize that all employees including *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 *The Employer agrees that the Union shall have the sole and exclusive use of the current slot room office in the former non-smoking area in order to conduct Union business.*

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 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 overbroad. Reasonable notice will be provided to the Games Manager before the Union representatives gain access to the gaming floor.*

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

i) 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.

ii) 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 (\$0.78) cents per page for documents produced pursuant to this section, or pursuant to any other request.

Article 7 – Management And Employee Rights Clause

7.01 *The Management and control of the Employer'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 rights 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 Palace 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.*

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 The Employer will advise the employee of *his or her* right to Union representation *by either a Shop Steward or Union*

Representative if readily available prior to disciplinary action being taken.

It is recognized that "Readily Available" means that a Union representative can be contacted and can be available to be on site within a reasonable period of time in the totality of the circumstances.

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, the Employer will give twenty-four (24) hours notice of layoff to employees. This does not include instances where the charity's license has been suspended or cancelled.

- 10.02 In the event of a permanent layoff, the Employer will provide notice to affected employees in accordance with the provisions of the Employment Standards Code.
- 10.03 When the Employer identifies that a layoff is required, they shall indicate the classification in which the layoff is to occur, the required game skills necessary to be maintained and the number of positions to be eliminated.
- 10.04 Prior to eliminating any full-time positions, the Employer shall endeavour to adjust 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 to place 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 10.03.
- 10.07 An employee to be laid off shall be allowed to displace any employee with less overall seniority within their department, in an equal or lower paid classification, provided that the senior employee is qualified to fill the position of the displaced employee.
- 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.

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 11.01. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

Article 12(A) – Full-Time Floor Supervisor Job Posting (Gaming Only)

- 12.01 In the event a full-time floor supervisor position becomes vacant or is created, the Employer will post such vacancies for a period of seven (7) working days in order to allow acting and part-time floor supervisors to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 If there are no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05 If the position is discontinued, or the employee's performance is unsatisfactory during the probationary period, the employee shall return to their former position as if they had never left.

- 12.06 Within ninety (90) calendar days, a promoted employee may request to return to their previous position as if they had never left.
- 12.07 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they did not receive the position.

Article 12(B) – Part-Time Floor Supervisor Job Posting (Gaming Only)

- 12.01 In the event a part-time floor supervisor position becomes vacant or is created, the Employer will post such vacancies for a period of seven (7) working days in order to allow acting and full-time floor supervisors to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 If there are no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05 If the position is discontinued, or the employee's performance is unsatisfactory during the probationary period, the employee shall return to their former position as if they had never left.

- 12.06 Within ninety (90) calendar days, a promoted employee may request to return to their previous position as if they had never left.
- 12.07 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they did not receive the position.

Article 12(C) - Acting Floor Supervisor Job Posting (Gaming Only)

- 12.01 In the event dealers acting as floor supervisor are required, the Employer will post such vacancies for a period of seven (7) working days in order to allow qualified full-time and part-time dealers to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 An ad hoc selection committee consisting of three (3) members: 1 Dealer, 1 Floor Supervisor, and 1 Pit Manager will be established for the purpose of interviewing qualified applicants. The Union will appoint the Dealer and Floor Supervisor and the Employer will appoint the Pit Manager. Human Resources will provide guidelines for this committee to follow. The committee will recommend a short list of candidate(s), in alphabetical order, to the EXECUTIVE MANAGEMENT. Providing the candidate(s) has

the experience, qualifications, educational requirements and general abilities, the candidate(s) will be chosen from the short list.

- 12.05 If there are no applications from the employees, or no applicant is found to be qualified, the Employer may fill the vacancy in such a manner as it determines.
- 12.06 If experience, qualifications, educational requirements and general abilities are equal the applicant from the short list with the most seniority will be chosen. EXECUTIVE MANAGEMENT'S decision will be final.
- 12.07 If the employee's performance is unsatisfactory during their probationary period, they may be relieved of their acting floor supervisor duties.
- 12.08 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.09 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they were unsuccessful.

Article 13 - Probationary Period/Trial Period/Evaluation

- 13.01 Probation Period - All new employees of the Palace 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 Palace 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 The Palace Casino is concerned about its employees' satisfaction on the job. Any problems or concerns affecting an employees' treatment or working conditions should be discussed as soon as possible after an aggravating situation occurs, so that ones' work is not adversely affected. Any differences between the parties to, or the persons bound by this Agreement, as to the interpretation, application, administration, or alleged violation, shall follow the procedure outlined below.

14.02 Step 1: ***Within twenty-one (21) days of becoming aware of or reasonably should have been aware of a grievable issue, an employee(s) shall*** first discuss the subject with ***his or her immediate Supervisor*** in an attempt to resolve the matter. All attempts to solve the difference by the employee(s) should be made on their allotted breaks, but if this is not possible then prior to, or after, their allotted shift. At the request of the employee(s),

a *Shop Steward* or Union Representative may accompany and assist the employee(s) at this stage, and all subsequent stages of this procedure. *Where an employee is uncomfortable meeting with the Supervisor, a Shop Steward or Union Representative will discuss the subject matter on behalf of the employee.* This may result in Management covering for the person or persons involved. Alberta Gaming and Liquor Commission Terms & Conditions and Operating Guidelines of the casino license must take precedence.

- 14.03 Step 2: If the difference has not been resolved *within fourteen (14) days of the above referenced meeting*, the employee, *Shop Steward or Union Representative shall discuss the matter with his or her Department Manager within fourteen (14) days.*
- 14.04 Step 3: If the difference cannot be resolved at STEP 2, the *grievance will be reduced to writing and presented to the Human Resources Manager within fourteen (14) calendar days following the meeting at STEP 2.* In the event of a termination, the grievance must be presented *in writing*, within fourteen (14) calendar days from the date of termination or be forfeited and waived by the aggrieved party.
- 14.05 Step 4: *The Human Resources Manager shall within fourteen (14) calendar days following the presentation of the written grievance at STEP 3, submit a written response.*
- 14.06 Step 5: If the written response from *the Human Resources Manager* is unsatisfactory and the grievance has not been settled, a formal meeting will be arranged within thirty (30) calendar days from STEP 4 in an attempt to settle the grievance.
- 14.07 Default Clause - Should either party fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded upon redress and shall be abandoned unless the parties have mutually agreed in writing to extend the time limits.

14.08 **Step 6: Arbitration** – If the grievance is not resolved after STEP 5, a mutually agreed upon ***single arbitrator shall be appointed within thirty (30) days. 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 Palace Casino and The United Food and Commercial Workers Union, Local 401.

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

14.09 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 the 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

- a) Employees are required to purchase initial uniforms set(s) as per *departmental* requirements.
- b) *The cost to the employee, of any required uniform item, shall not be higher than the cost incurred by the Employer.*
- c) The Employer will provide fifty (50%) percent of the cost of one (1) new, full uniform set per *contract* year to replace worn and/or faded uniform items *on the basis of the earned credits set out in sub-section (d) herein.* This sum can be used towards the purchase of any uniform or uniform item *within eighteen (18) months of the start of the contract year which triggered the entitlement*
- d) *From date of ratification (July 10th, 2007), a pro-rated monthly credit will be available to each employee for purchasing of uniforms or uniform items.* There is no cash value and any accumulated value *can only* be carried forward *six (6) months into the next contract year.*
- e) *Employee uniform purchases may be processed via payroll deduction per pay period to a maximum term of six (6) months. Nothing herein precludes an employee from purchasing his or her uniform or uniform item, in a single lump sum amount.*

Article 17 - Name Tags

- 17.01 The Employer is responsible for the cost of the name tags required by the employees.
- 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 passed probation.*

Article 18 – Lunchroom, Change Room And Bulletin Board

18.01 The Employer shall provide a smoking and a separate non-smoking staff lounge facility *subject to applicable municipal bylaws.*

18.02 *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.

18.03 *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 - Substance Abuse & Addictions

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 counseling services or treatment and rehabilitation facilities.*

Article 20 - Harassment Associated Within 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**.

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.

Article 22 - Maternity And Parental 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 birth of a child.

22.01 Employer and the Union agree to the principle of granting leaves 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 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 the requirement.
- 22.06 An employee who intends to resume employment on the expiration of a 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 re-instate 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 Allowance

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 stepchild), mother, father, *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.*

Employees who have not completed their probation will be granted the time off specified herein, but shall be eligible to receive two (2) paid days at their regular straight time hourly rate of pay.

- 25.02 *In the event of the death of an employee's sister, brother, (including current step-sister or step-brother), grandparent, current father-in-law, mother-in-law, son-in-law, daughter-in-law, current brother-in-law or sister-in-law, current step-parent, legal guardian, grandparent of a spouse, aunt, uncle, niece, nephew and grandchildren, 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.

Add one extra bereavement day for required travel to attend a funeral four hundred (400) kilometres (km) outside of Edmonton *at the employee's regular straight time hourly rate of pay.*

Employees who have not completed their probation will be eligible for the bereavement benefit set out herein.

25.03 *The Employer reserves the right to request proof of death and relationship. The Employer agrees this provision will not be abused.*

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 *Palace 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.*

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, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, 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 handicap, 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, Citizenship and Multiculturalism 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 Palace 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 1/2X) 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 breaks during the course of the work day. *The Employer agrees to continue with its current practice and policy with respect to rest breaks.*

31.05 Employees shall not be scheduled for split shifts.

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 make every effort to 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. The Employer will not abuse the provisions of this Article.*

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 *Employees shall not be scheduled for split shifts.*

32.08 *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.

32.09 *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.

Article 33 - Shift Start Time/End Time

- 33.01 Employees are required to check in prior to their shift start time. This check-in time is unpaid. Employees who do not check in at the required time are deemed to be late.
- 33.02 There will be an unpaid leeway time for each employee's shift for preparation/cleanup and opening/closing procedures.
- 33.03 Check-in and leeway time combined will not exceed twenty (20) minutes. Any time in excess of this will be paid at the employee's regular or overtime rate of pay, whichever is applicable.

Article 34 - Overtime Allocation

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 don't 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 (1½X) 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

- 36.01 An employee temporarily assigned by the Employer to a higher rated job classification will receive the higher rate of pay for work performed in the higher rated classification.
- 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 - ***Transferring*** Out Of The Bargaining Unit

- 37.01 Employees who are or have been appointed or selected for an acting, relief or a full-time supervisor or/managerial position (temporary or permanent), or for any position not subject to the provisions of this Agreement shall be credited with the seniority for all the time worked in this position upon returning to a position covered by this Agreement. Employees may be reverted or choose to revert to their former position within a period of twelve (12) months.

Article 38 – ***Dealer*** Training

- 38.01 Training classes 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 two hundred forty (240) 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 the rate of *eight* (~~\$8.00~~) dollars per hour for the following games: Roulette, Pai Gow Tiles*, Poker and Craps.

Floor Supervisors

The Employer will pay all hours spent training at the rate of twelve (\$12.00) dollars per hour 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 Casino Manager/Games Manager.*

*It is understood and agreed that the above provisions respecting games training remuneration will be **applicable** prospectively from the date of ratification (July **10th**, 2007) and shall have no retroactive application.*

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

**It is understood that Pai Gow Tiles is not a game that is currently offered by the Palace Casino therefore training will only occur if the game is resurrected.*

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 six (6) 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 meeting at straight time rates.*
- 39.03** *Meetings will be held quarterly or more frequently should the need arise. Committee members will be paid for actual time spent at meetings at straight time rates. The meeting will be co-chaired by a member of Management and an employee from the bargaining unit.*
- 39.04** *It is agreed that joint minutes will be produced after each meeting that summarizes issues and any agreed course of action or resolution pertaining to the same.*
- 39.05** *Provided both parties have approved the accuracy of the minutes by signing them off, they will be posted in the workplace.*

Article 40 – Benefit Plan and Sick Day Entitlement

Employee Benefit Plan

- 40.01 The following summarizes the *employee* benefit plan. Included in the package are basic term life, accidental death & dismemberment, dependent life, long term disability, extended health care, dental and vision.
- 40.02 All employees *who have worked an average thirty-five (35) 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 fifty (50%) 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 Company funded and administered. Each part-time employee is entitled to a maximum three hundred (\$300.00) dollars each year of the Collective Agreement to be used for eye exams, prescription glasses, prescription drugs, dental procedures or prescribed medical therapy. The part-time benefit program does not allow for dependant coverage, and it shall be prorated for a partial year of employment. Part-time employees will receive an allowance of one hundred (\$100.00) dollars for the remainder of the current contract year.*
- 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 six (6) 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.

- 40.07** *Forms for claiming benefits will be provided by the Company. Receipts must be submitted with the employee's claim. Reimbursement will be provided on the next pay cheque after approval by the Human Resources department. There will be no cash value or yearly carry over associated with this part-time benefit program.*

Employee Sick Pay Entitlement

- 40.08** *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.*

- 40.09** *Eligible employees will be entitled to three (3) sick days from April 1st to March 31st in each calendar year, commencing in years three (3) and four (4) of this Collective Agreement, to be consistent with the vacation year. Employees will receive two (2) sick days for the period between ratification and March 31st, 2008.*

- 40.10** *In determining entitlement, a year will be determined as April 1st to March 31st.*

- 40.11** *The sick pay entitlement will be based on the employee's regular average wage rate of the previous twelve (12) months to a maximum of eight (8) hours per scheduled shift missed, including those shifts missed during Statutory Holidays.*

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.

40.12 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 pro-rated accordingly.

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

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 on the pay period closest to December 15th (and prior to December 25th). This pay will include earnings up to but not including that pay period.
- 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

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

42.02 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 ½X) times their regular rate of pay.

42.03 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.

42.04 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.

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

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

**Statutory Holiday*

Article 43 - Classifications And Wages

Dealing Staff/Floor Supervisors/Boxman

Games

43.01 *Within six (6) months of the date of ratification (July 10th, 2007) of this Agreement, all current Dealers, Floor Supervisors and Boxman will be required to have learned how to deal all the current proprietary games.*

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

It is the requirement for all Floor Supervisors and Boxman to achieve and maintain skills required for all games in the Casino so they can supervise and 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 Palace Casino House Rules

Mini Baccarat = one (1) game
Roulette = one (1) game
Poker = one (1) game

Pai Gow Tiles = one (1) game

Craps = one (1) game

Dealer Grids have been reduced from 8 to 6. Dealers 1, 2 and 3 in the previous grid structure are now Dealer 1. Dealers will be placed accordingly in the grids.

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

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

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

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

*Dealer 5 – Level 1-5 *Includes Dealer 4 skills plus one 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.*

Dealers in Dealer 1 Grid who have less than the required numbers of games will be required to make up the deficiency of the (1) other game within six (6) months of ratification of the new Collective Agreement. Any exceptions to this requirement must be approved by the Games Manager.

43.02 The new wage rates will be effective *November 1st, 2005*. All employees covered by this Agreement will receive full retroactive pay *from November 1st, 2005, to September 8th, 2006, inclusive*.

Positions receiving an equity adjustment *in year 1 of the* attached grid structure will *only* receive *that* increase in the first year of the contract.

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".

In year 2, 3 and year 4, Dealer positions will receive an increase equal to the percentage increase that is identified in the wage grids.

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

The Palace Casino will pay all dealing, Floor Supervisor, *boxman* security, maintenance, slot, food and beverage, coat check 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 Place 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.
- 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 **Boxman** 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 Palace Casino.

43.09 ***It is a requirement for all Floor Supervisors and Boxman to achieve and maintain skills required for all games in the Casino.***

43.10 Security Staffs placement on the grid 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 security staff will be placed at Level 1 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 at the Palace Casino ***in the position.***

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

43.12 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 Palace 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.

43.13 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 Palace 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.

POKER BANKER/CASHIERS – Tips are accepted at the Poker Banker stand and exclusively for the Poker Banker on shift.

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.

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

FLOOR SUPERVISORS and SECURITY Staff 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.*

The Union
(The United Food and Commercial Workers **Canada**, Local 401)

and

The Employer
(Gateway Casinos G. P. Inc.)

IN WITNESS WHEREOF the parties have executed this agreement by affixing hereto the signatures of their negotiators in that behalf.

On Behalf of the Employer:

On Behalf of the Union:

Date: _____

Date: _____

This Agreement was ratified July 10th, 2007.

Signing Bonus

1. *All persons who are employees as of the date of ratification (July 10th, 2007) of the Memorandum of Agreement, and in the bargaining unit and Union members, will receive a signing bonus in the amount set out below provided they meet the eligibility criteria specified.*
2. *The Employer agrees that all monies paid out shall be paid out on a separate cheque within thirty (30) days of the membership ratifying the Memorandum of Agreement.*

Eligibility criteria for this bonus is as follows:

- a) *Employees that worked an average of thirty-five (35) hours per week or greater over the twelve (12) weeks immediately prior to September 9th, 2006, will receive a bonus in the amount of three thousand (\$3,000.00) dollars.*
- b) *Employees that worked less than thirty-five (35) hours per week immediately prior to September 9th, 2006, will receive a bonus in the amount of twelve hundred (\$1,200.00) dollars.*

Schedule "A" Wages

DEALER 1

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$7.62	\$ -	3.0%	\$7.85	3.5%	\$8.12	3.5%	\$8.40	3.5%	\$8.69
Level 2	1,441	3,400	\$7.93	\$ -	3.0%	\$8.15	3.5%	\$8.46	3.5%	\$8.76	3.5%	\$9.07
Level 3	3,401	5,400	\$8.29	\$ -	3.0%	\$8.54	4%	\$8.88	4%	\$9.24	4%	\$9.61
Level 4	5,401	7,400	\$8.61	\$ -	3.0%	\$8.85	4.5%	\$9.27	4.5%	\$9.69	4.5%	\$10.13
Level 5	7,401		\$9.62	\$ -	3.0%	\$9.91	4.5%	\$10.36	5%	\$10.88	5%	\$11.42

DEALER 2

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$7.88	\$ -	3.0%	\$8.12	3.5%	\$8.40	3.5%	\$8.69	3.5%	\$8.99
Level 2	1,441	3,400	\$8.20	0 -	3.0%	\$8.45	3.5%	\$8.75	3.5%	\$9.06	3.5%	\$9.38
Level 3	3,401	5,400	\$8.55	\$ -	3.0%	\$8.81	4%	\$9.16	4%	\$9.53	4%	\$9.91
Level 4	5,401	7,400	\$8.87	0 -	3.0%	\$9.14	4.5%	\$9.55	4.5%	\$9.98	4.5%	\$10.43
Level 5	7,401		\$9.90	\$ -	3.0%	\$10.20	4.5%	\$10.66	5%	\$11.19	5%	\$11.75

DEALCR 3

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$8.14	\$ -	3.0%	\$8.38	3.5%	\$8.67	3.5%	\$8.97	3.5%	\$9.28
Level 2	1,441	3,400	\$8.46	\$ -	3.0%	\$8.71	3.5%	\$9.01	3.5%	\$9.33	3.5%	\$9.66
Level 3	3,401	5,400	\$8.82	\$ -	3.0%	\$9.08	4%	\$9.44	4%	\$9.82	4%	\$10.21
Level 4	5,401	7,400	\$9.24	\$ -	3.0%	\$9.52	4.5%	\$9.95	4.5%	\$10.40	4.5%	\$10.87
Level 5	7,401		\$10.18	\$ -	3.0%	\$10.49	4.5%	\$10.96	5%	\$11.51	5%	\$12.09

DEALER 4

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,000	\$8.41	\$ -	3.0%	\$8.66	3.5%	\$8.96	3.5%	\$9.25	3.5%	\$9.54
Level 2	1,441	3,400	\$8.72	\$ -	3.0%	\$8.98	3.5%	\$9.29	3.5%	\$9.62	3.5%	\$9.96
Level 3	3,401	5,400	\$9.08	\$ -	3.0%	\$9.35	4%	\$9.72	4%	\$10.11	4%	\$10.51
Level 4	5,401	7,400	\$9.50	\$ -	3.0%	\$9.79	4.5%	\$10.28	4.5%	\$10.69	4.5%	\$11.17
Level 5	7,401		\$10.46	\$ -	3.0%	\$10.77	4.5%	\$11.25	5%	\$11.80	5%	\$12.40

DEALER 5

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$8.67	\$ -	3.0%	\$8.93	3.5%	\$9.24	3.5%	\$9.56	3.5%	\$9.88
Level 2	1,441	3,400	\$8.98	\$ -	3.0%	\$9.25	3.5%	\$9.57	3.5%	\$9.90	3.5%	\$10.25
Level 3	3,001	5,000	\$9.35	\$ -	3.0%	\$9.63	4%	\$10.02	4%	\$10.42	4%	\$10.84
Level 4	5,401	7,400	\$9.77	\$ -	3.0%	\$10.06	4.5%	\$10.51	4.5%	\$10.98	4.5%	\$11.47
Level 5	7,401		\$10.74	\$ -	3.0%	\$11.06	4.5%	\$11.56	5%	\$12.14	5%	\$12.75

DEALER 6

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$8.93	\$ -	3.0%	\$9.20	3.5%	\$9.52	3.5%	\$9.85	3.5%	\$10.18
Level 2	1,441	3,400	\$9.25	\$ -	3.0%	\$9.50	3.5%	\$9.86	3.5%	\$10.21	3.5%	\$10.57
Level 3	3,401	5,400	\$9.61	\$ -	3.0%	\$9.90	4%	\$10.30	4%	\$10.71	4%	\$11.14
Level 4	5,401	7,400	\$10.03	\$ -	3.0%	\$10.33	4.5%	\$10.79	4.5%	\$11.28	4.5%	\$11.79
Level 5	7,401		\$11.02	\$ -	3.0%	\$11.35	4.5%	\$11.86	5%	\$12.45	5%	\$13.07

FLOOR SUPERVISOR

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$16.87	\$ -	3.0%	\$17.38	3.5%	\$17.99	3.5%	\$18.62	3.5%	\$19.27
Level 2	1,441	3,400	\$17.29	\$ -	3.0%	\$18.32	4%	\$18.43	3.5%	\$19.08	3.5%	\$19.75
Level 3	3,401	5,400	\$17.79	\$ -	3.0%	\$18.77	4.5%	\$19.05	4%	\$19.81	4%	\$20.60
Level 4	5,401	7,400	\$18.22	\$ -	3.0%	\$18.77	4.5%	\$19.61	4.5%	\$20.49	4.5%	\$21.41
Level 5	7,401		\$18.91	\$ -	3.0%	\$19.48	4.5%	\$20.36	5%	\$21.38	5%	\$22.45

ACTING FLOOR SUPERVISOR

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year 4
Level 1	0	1,440	\$16.44	\$ -	3.0%	\$16.93	3.5%	\$17.52	3.5%	\$18.13	3.5%	\$18.76
Level 2	1,441	3,400	\$16.89	\$ -	3.0%	\$17.40	3.5%	\$18.01	3.5%	\$18.64	3.5%	\$19.29
Level 3	3,401	5,400	\$17.08	\$ -	3.0%	\$17.59	4%	\$18.29	4%	\$19.02	4%	\$19.78
Level 4	5,401	7,400	\$17.18	\$ -	3.0%	\$17.70	4.5%	\$18.50	4.5%	\$19.33	4.5%	\$20.20
Level 5	7,401		\$17.54	\$ -	3.0%	\$18.07	4.5%	\$18.88	5%	\$19.82	5%	\$20.81
Level 5	7,401		\$17.54	\$ -	3.0%	\$18.07	4.5%	\$18.88	5%	\$19.82	5%	\$20.81

BOXMAN

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$17.18	\$ -	3.0%	\$17.70	3.5%	\$18.32	3.5%	\$18.96	3.5%	\$19.62
Level 2	1,441	3,400	\$17.60	\$ -	3.0%	\$18.13	3.5%	\$18.76	3.5%	\$19.42	3.5%	\$20.10
Level 3	3,401	5,400	\$18.11	\$ -	3.0%	\$18.65	4%	\$19.40	4%	\$20.18	4%	\$20.99
Level 4	5,401	7,400	\$18.53	\$ -	3.0%	\$19.09	4.5%	\$19.95	4.5%	\$20.85	4.5%	\$21.79
Level5	7,401		\$19.24	\$ -	3.0%	\$19.82	4.5%	\$20.71	5%	\$21.75	5%	\$22.84

POKER BANKER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year3	% Yr 4	Year 4
Level 1	0	1,440	\$12.77	\$ -	3.0%	\$13.15	3.5%	\$13.61	3.5%	\$14.09	3.5%	\$14.58
Level2	1,441	3,400	\$13.08	\$ -	3.0%	\$13.47	3.5%	\$13.94	3.5%	\$14.43	3.5%	\$14.94
Level3	3,401	5,400	\$13.46	\$ -	3.0%	\$13.86	4%	\$14.41	4%	\$14.99	4%	\$15.59
Level4	5,401	7,400	\$13.89	\$ -	3.0%	\$14.31	4.5%	\$14.95	4.5%	\$15.62	4.5%	\$16.32
Level5	7,400		\$14.32		3.0%	\$14.75	4.5%	\$15.41	5%	\$16.18	5%	\$16.99

SLOT FLOOR PERSON

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
			Current	Equity								
Level 1	0	1,440	\$8.85	\$0.40	4.5%	\$9.25	3.5%	\$9.57	3.5%	\$9.90	3.5%	\$10.25
			\$8.85	\$0.40								
			\$9.32	\$0.55	5.9%	\$9.87	3.5%	\$10.22	3.5%	\$10.58	3.5%	\$10.95
			\$9.84	\$0.55	5.6%	\$10.39	4.5%	\$10.86	4.5%	\$11.35	4.5%	\$11.86
			\$10.09	\$0.91	9.0%	\$11.00	4.5%	\$11.50	5%	\$12.08	5%	\$12.68

CASHIER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$10.04	\$ -	3.0%	\$10.34	3.5%	\$10.70	3.5%	\$11.07	3.5%	\$11.46
Level 2	1,441	3,400	\$10.56	\$ -	3.0%	\$10.88	3.5%	\$11.26	3.5%	\$11.65	3.5%	\$12.06
Level 3	3,401	5,400	\$10.82	\$ -	3.0%	\$11.14	4%	\$11.59	4%	\$12.05	4%	\$12.53
Level 4	5,401	7,400	\$11.33	\$ -	3.0%	\$11.67	4.5%	\$12.20	4.5%	\$12.75	4.5%	\$13.32
Level 5	7,401		\$11.65	\$ -	3.0%	\$12.00	4.5%	\$12.54	5%	\$13.17	5%	\$13.83

HEAD CASHIER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$11.33	\$1.77	15.6%	\$13.10	3.5%	\$13.56	3.5%	\$14.03	3.5%	\$14.52
Level2	1,441	3,400	\$11.59	\$1.90	16.4%	\$13.49	3.5%	\$13.96	3.5%	\$14.45	3.5%	\$14.96
Level 3	3,401	5,400	\$12.00	\$2.04	17%	\$14.04	4%	\$14.60	4%	\$15.18	4%	\$15.79
Level 4	5,401	7,400	\$12.36	\$2.18	17.6%	\$14.54	4.5%	\$15.19	4.5%	\$15.87	4.5%	\$16.58
Level 5	7,401		\$12.69	\$2.31	18.2%	\$15.00	4.5%	\$15.68	5%	\$16.46	5%	\$17.28

COUNT ROOM TEAM

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year 3	% Yr 4	Year4
Level 1	0	1,440	\$11.07 \$11.07	\$0.43 \$0.43	3.9%	\$11.50	3.5%	\$11.90	3.5%	\$12.32	3.5%	\$12.75
Level 2	1,441	3,400	\$11.59	\$ -	3.0%	\$11.94	3.5%	\$12.36	3.5%	\$12.79	3.5%	\$13.24
Level 3	3,401	5,400	\$12.00	\$ -	3.0%	\$12.36	4.5%	\$12.92	4.5%	\$13.50	4.5%	\$14.11
Level 4	5,401		\$12.36	\$ -	3.0%	\$12.73	4.5%	\$13.30	5%	\$13.97	5%	\$14.67

SECURITY

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$10.30	\$2.85	27.7%	\$13.15	3.5%	\$13.61	3.5%	\$14.09	3.5%	\$14.58
Level 2	1,441	3,400	\$10.82	\$2.66	24.6%	\$13.48	3.5%	\$13.95	3.5%	\$14.44	3.5%	\$14.94
Level3	3,401	5,400	\$11.33	\$2.54	22.4%	\$13.87	4%	\$14.43	4%			
Level4	5,401	7,400	\$11.85	\$2.45	20.7%	\$14.30	4.5%	\$14.94	4.5%	\$15.62	4.5%	\$16.32
Level5	7,401		\$12.48	\$2.31	18.5%	\$14.79	4.5%	\$15.45	5%	\$16.23	5%	\$17.04

MAINTENANCE

	Min Hours	Hours		Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year4
Level 1	0			\$0.76	9.2%	\$9.00	3.5%	\$9.32	3.5%	\$9.65	3.5%	\$9.99
Level 2	1,441	3,400	\$8.45	\$0.70	8.3%	\$9.15	3.5%	\$9.47	3.5%	\$9.80	3.5%	\$10.14
Level 3	3,401	5,400	\$8.65	\$0.80	9.2%	\$9.45	4%	\$9.83	4%	\$10.22	4%	\$10.63
Level 4	5,401	7,400	\$9.01	\$0.90	10.0%	\$9.91	4.5%	\$10.36	4.5%	\$10.83	4.5%	\$11.32
Level 5	7,401		\$9.36	\$1.00	10.7%	\$10.36	4.5%	\$10.83	5%	\$11.37	5%	\$11.94

BARTENDER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$7.41	\$0.64	8.6%	\$8.05	3.5%	\$8.33	3.5%	\$8.62	3.5%	\$8.92
Level 2	1,441	3,400	\$7.93	\$0.47	5.9%	\$8.40	3.5%	\$8.69	3.5%	\$8.99	3.5%	\$9.30
Level 3	3,401	5,400	\$8.50	\$0.30	3.5%	\$8.80	4.5%	\$9.20	4.5%	\$9.61	4.5%	\$10.04
Level 4	5,401		\$9.17	\$0.33	3.6%	\$9.50	4.5%	\$9.93	5%	\$10.43	5%	\$10.95

PORTER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$7.00	\$1.00	14.3%	\$8.00	3.5%	\$8.28	3.5%	\$8.57	3.5%	\$8.87
Level 2	1,441	3,400	\$7.00	\$1.25	17.9%	\$8.25	3.5%	\$8.54	3.5%	\$8.84	3.5%	\$9.15
Level 3	3,401	5,400	\$7.11	\$1.39	19.6%	\$8.50	4.5%	\$8.88	4.5%	\$9.28	4.5%	\$9.70
Level 4	5,401		\$7.26	\$1.74	24.0%	\$9.00	4.5%	\$9.41	5%	\$9.88	5%	\$10.37

KITCHEN PREP/DISH

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$7.73	\$1.77	22.9%	\$9.50	3.5%	\$9.83	3.5%	\$10.17	3.5%	\$10.53
Level 2	1,441	3,400	\$8.14	\$1.56	19.2%	\$9.70	3.5%	\$10.04	3.5%	\$10.39	3.5%	\$10.75
Level 3	3,401	5,400	\$8.45	\$1.45	17.2%	\$9.90	4.5%	\$10.35	4.5%	\$10.82	4.5%	\$11.31
Level 4	5,401		\$8.76	\$1.34	15.3%	\$10.10	4.5%	\$10.55	5%	\$11.08	5%	\$11.63

COLD LINE COOK

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$8.24	\$1.51	18.3%	\$9.75	3.5%	\$10.09	3.5%	\$10.44	3.5%	\$10.81
Level 2	1,441	3,400	\$8.76	\$1.19	13.6%	\$9.95	3.5%	\$10.30	3.5%	\$10.66	3.5%	\$11.03
Level 3	3,401	5,400	\$9.27	\$0.88	9.5%	\$10.15	4.5%	\$10.61	4.5%	\$11.08	4.5%	\$11.58
Level 4	5,401		\$9.79	\$0.56	5.7%	\$10.35	4.5%	\$10.82	5%	\$11.36	5%	\$11.92

HOT LINE COOK

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year2	% Yr 3	Year3	% Yr 4	Year4
Level 1	0	1,440	\$9.79	\$2.71	27.7%	\$12.50	3.5%	\$12.94	3.5%	\$13.39	3.5%	\$13.86
Level 2	1,441	3,400	\$10.30	\$2.40	23.3%	\$12.70	3.5%	\$13.14	3.5%	\$13.60	3.5%	\$14.08
Level 3	3,401	5,400	\$10.82	\$2.08	19.2%	\$12.90	4.5%	\$13.55	4.5%	\$14.15	4.5%	\$14.79
Level4	5,401		\$11.33	\$1.77	15.6%	\$13.10	4.5%	\$13.69	5%	\$14.37	5%	\$15.09

FIRST COOK

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$11.33	\$2.17	19.1%	\$13.50	3.5%	\$13.97	3.5%	\$14.46	3.5%	\$14.97
Level2	1,441	3,400	\$11.59	\$2.11	18.2%	\$13.70	3.5%	\$14.18	3.5%	\$14.68	3.5%	\$15.19
Level3	3,401	5,400	\$11.85	\$2.05	17.3%	\$13.90	4.5%	\$14.52	4.5%	\$15.18	4.5%	\$15.86
Level 4	5,401		\$12.36	\$1.74	14.1%	\$14.10	4.5%	\$14.73	5%	\$15.47	5%	\$16.24

COAT CHECK

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year1	% Yr 2	Year 2	% Yr 3	Year3	% Yr 4	Year 4
								Year 2	% Yr 3			
Level 1	0	1,440	\$7.46	\$0.54	7.2%	\$8.00	3.5%	\$8.28	3.5%	\$8.57	3.5%	\$8.87
Level 2	1,441	3,400	\$7.72	\$0.38	4.9%	\$8.10	3.5%	\$8.38	3.5%	\$8.67	3.5%	\$8.97
Level 3	3,401	5,400	\$7.98	\$0.52	6.5%	\$8.50	4.5%	\$8.88	4.5%	\$9.28	4.5%	\$9.70
Level 4	5,401		\$8.23	\$0.97	11.8%	\$9.20	4.5%	\$9.61	5%	\$10.09	5%	\$10.59

SERVER

	Min Hours	Max Hours	Current	Equity	% Yr 1	Year 1	% Yr 2	Year 2	% Yr 3	Year 3	% Yr 4	Year 4
Level 1	0	1,440	\$7.00	\$1.00	14.3%	\$8.00	3.5%	\$8.28	3.5%	\$8.57	3.5%	\$8.87
Level 2	1,441	3,400	\$7.00	\$1.25	17.9%	\$8.25	3.5%	\$8.54	3.5%	\$8.84	3.5%	\$9.15
Level 3	3,401	5,400	\$7.00	\$1.50	21.4%	\$8.50	4.5%	\$8.88	4.5%	\$9.28	4.5%	\$9.70
Level 4	5,401		\$7.06	\$1.75	24.8%	\$8.81	4.5%	\$9.21	5%	\$9.67	5%	\$10.15

LETTERS OF UNDERSTANDING

#1. Benefits Coverage

*Between: Gateway Casinos G.P. Inc.
Operating as Palace Casino (“Employer”)*

*And: The United Food and Commercial Workers Canada,
Local 401 (“Union”)*

*Whereas: The Employer provided certain benefit coverage to
individuals during the strike,*

*And whereas the Employer has deducted certain monies
from Shaun Leung to compensate for the coverage;*

*Therefore; In order to resolve this matter to avoid impeding the
current negotiations for a new Collective Agreement, the
Employer agrees to take no further steps to recover any
of the disputed amounts or premiums and waives all
other requests for or actual reimbursement of
overpayment. The Employer will refund the amounts
deducted from Shaun Leung and any other affected
individuals.*

#2. Outstanding Individual and Group Policy Grievances Initiated Prior to September 7th, 2006

*Between: Gateway Casinos G.P. Inc.
Operating as Palace Casino (“Employer”)*

*And: The United Food and Commercial Workers Canada,
Local 401 (“Union”)*

*Re: Resolution of outstanding grievances initiated prior to
September 7th, 2006.*

Whereas: The above parties are desirous of minimizing the number of issues between them which may proceed ultimately to arbitration in order to facilitate and enhance a mutually cooperative spirit upon a return to the workplace and to minimize further expenditures;

*Therefore: It is agreed that within two (2) weeks of a general return to work in the aftermath of the current strike, a committee consisting of Christine McMeckan and **two** (2) members of Management will address each of the outstanding grievances and make every effort to resolve them.*

#3. Wage Grid

*Between: Gateway Casinos G.P. Inc.
Operating as Palace Casino (“Employer”)*

*And: The United Food and Commercial Workers Canada,
Local 401 (“Union”)*

Whereas: Both parties hereto recognize it is in each of their respective interest to resolve the continuing issues arising out of the format of the current wage grid; which entitles staff members to an annual progression increase in addition to an annual bargained increase and skill based wage enhancements.

Therefore: It is agreed that a committee will be formed consisting of three (3) representatives from the Union and three (3) representatives from Management at the Palace Casino whose mandate will be to negotiate a new wage grid format, with such transitional elements as necessary, which will be anchored on a single annual increase without internal wage progression mechanisms based on actual hours worked.

It is further agreed this process will be governed by the following terms and conditions:

- 1. The committee shall be formed no later than three (3) months after the execution of a new Collective Agreement.*
- 2. It shall meet to deliberate at least once monthly.*
- 3. It shall conclude its efforts one (1) year prior to the expiry of the Collective Agreement.*
- 4. The committee will forward their recommendations to the Employer and the Union.*
- 5. If the committee is able to arrive at a satisfactory conclusion, it shall form part of the next Collective Agreement.*

For Palace Casino:

For UFCW Local 401:

This Collective Agreement was ratified on July 10th, 2007.

Return to Work Agreement

Between:

*GATEWAY CASINOS G.P. INC.,
Carrying on business as PALACE CASINO
("GATEWAY" the "Employer")*

- and -

*UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL NO.
401
("UFCW 401" THE "Union")*

Whereas the parties hereto have been engaged in a protracted strike interspersed with numerous attempts to resolve outstanding issues through the auspices of a Mediator;

And whereas the parties have arrived at consensus on the terms and conditions of a new Collective Agreement;

GATEWAY and UFCW Local 401 agree as follows:

1. Effective Date

1.1 The new Collective Agreement comes into force upon the ratification of the Memorandum of Agreement by the Union.

1.2 This Return to Work Agreement forms part of the Collective Agreement attached as Appendix "A".

2. Cessation of Strike Activity

2.1 As soon as this Agreement comes into force, UFCW Local 401 agrees to cease all strike activity, all economic action, remove all picket signs and banners, structures (temporary or otherwise), pamphlets and other anti-Company materials from Palace Casino and/or West Edmonton Mall premises

and other locations of Gateway Casinos G.P, Inc.. The Union will as well cause the related website(s) associated with this dispute to be deactivated and any strike-related advertising to be discontinued.

3. Return to Work

3.1 *Employees who were included in the bargaining unit at the commencement of the strike on September 9th, 2006 (referred to below as “Employee” or the “Employees”) and who have remained employed, not having tendered their lawful resignation, or having been terminated will be recalled to work in accordance with the following provisions:*

- a)** *GATEWAY shall forthwith give notice of recall to all employees of the cessation of the strike and of their entitlement to return to work, in preference to replacement workers, subject only to the availability of work and their relative seniority protection in respect to other bargaining unit members.*
- b)** *The employees shall be returned to the classifications as negotiated and schedules as existed as of September 8th, 2006, prior to the commencement of the strike.*
- c)** *Every employee who intends to return to work shall notify the Employer in writing of his/her intention to return within fourteen (14) days of being notified as per (a) above or within thirty (30) days of the coming into force of this Agreement.*
- d)** *Once the Employer has been notified of an employee’s intention to return, the Employer shall then recall the employee in preference to replacement employees in the bargaining unit, subject only to the availability of work and the employee’s respective seniority and must in any event have been recalled and scheduled to work within*

thirty (30) days of the coming into force of this Agreement.

- e) Notwithstanding (d), recalled employees shall be given a reasonable time to report for work, recognizing that some employees may be required to give notice to employers that have hired them during the period of the strike or may have personal and family commitments that may not permit an immediate return to work, but in any event every employee shall report for work within fourteen (14) days of having been recalled by the Employer unless otherwise agreed by the parties.*
- f) No experience gained during the strike by employees who worked during the strike should be considered so as to give preference to or adversely effect or delay the recall of employees who picketed or did not work during the strike.*
- g) It is recognized that for the express purpose of opening a gaming table, Gateway may have to call on employees who possess the specific game skills required, if there is no alternative.*
- h) Consistent with this obligation to give preference to returning employees, the seniority/employment date for all replacement employees shall be the date the employees are first scheduled after this Agreement has been ratified and the replacement employee has provided return to work notification within the specified period in 3 (c).*

4. No Reprisal or Favour

- 4.1** *There shall be no reprisals, disciplinary proceedings, discipline or termination, recrimination, fines, assessments, levies, deductions, suspensions, expulsions, retaliation or discrimination by either party against any employee and/or*

member of the Union for any conduct during or related to this strike.

4.2 Any such action as described in 4.1 above that was initiated or taken against employees and/or members of the Union during the period of the strike is rescinded; and all records related to such action shall be destroyed. Without limiting the generality of the foregoing, all discipline against those Union members referred to in the Union's complaint to the Board of January 12th, 2007 (Board GE - 05096) will be rescinded, all records related to such action shall be destroyed and those Union members will not be considered terminated under 3.1 above or at all.

4.3 UFCW Local 401 and Gateway agrees that no employee or any other person in the employ of Gateway in the bargaining unit will obtain or be granted any benefit, favor or preference as a result of having done bargaining unit work during the period of the strike which commenced September 9th, 2006.

5. Interruption of Service

5.1 No employee shall be credited with service or time, in respect to the strike, as would impact their respective place on the wage schedule. For purposes of posting and movement on the wage schedule, the period of the strike shall be neutral and not counted for employees. For purposes of vacation period entitlement, the period of the strike shall be considered as time worked for employees whether or not the employee worked. For purposes of entitlement to Statutory Holidays, the period of the strike shall be neutral and not counted for employees. Time worked during the strike shall not be considered for calculation of the probationary period, whether or not the employee worked. For greater clarity, all employees are deemed to have been actively at work or on an approved leave during the strike and until the employee returns to work.

5.2 *An employee who did not receive vacation pay for a vacation which was scheduled to commence after September 9th, 2006, and before the date this Agreement comes into force under 1.1 is entitled to reschedule his or her vacation at a later time subject to the demands of the business, such request will not be unreasonably denied.*

5.3 *An employee whose vacation was determined before September 9th, 2006, and was scheduled to commence after this Agreement comes into force under 1.1 is entitled to take his or her vacation as scheduled subject to the demands of the business.*

6. *Proceedings Before the Labour Relations Board*

6.1 *UFCW Local 401 and GATEWAY agree to notify the Labour Relations Board in writing that they withdraw all applications, complaints or proceedings now before the Labour Relations Board including those in which UFCW Local 401, GATEWAY, Richard Gonzalez, Mark LaRose, Howard Worrell, Keith Dottin, Tom Hesse, Christine McMeckan, or any of them are named as respondents by the close of business on the second business day following notification of ratification of Memorandum of Agreement by the Union.*

7. *Other Proceedings*

7.1 *UFCW Local 401 and GATEWAY will withdraw any outstanding complaints of any nature and not limiting this withdrawal includes the complaints made to the Privacy Commissioner of Alberta. UFCW Local 401 and GATEWAY agree not to file, continue, sponsor or support, in any way, the filing by any individual, organization, or other entity of any applications, complaints or proceedings with the Labour Relations Board, Privacy Commissioner, Edmonton Police Service, or any court actions in the Court of Queen's Bench of Alberta or any other court, or in any other jurisdiction, as against one another or their respective employees, officers*

and members relating to actions arising before the date this Agreement comes into force under 1.1 in respect to any activities, actions, or conduct related to the strike.

7.2 *UFCW Local 401, GATEWAY and their representatives agree they will inform the Edmonton Police Service and Alberta Justice that the strike has been resolved, that they have no interest in pursuing any complaints which may have been made under the Criminal Code of Canada or any other Statute, during the strike.*

8. *Arbitration*

8.1 *Any disagreement concerning the interpretation, application, implementation or alleged violation of this Return to Work Agreement shall be subject to arbitration. Within thirty (30) days the parties must have convened an arbitration hearing before any of Colin Taylor, Vince Ready or Allan Hope who is available as an arbitrator and who has agreed to conduct a hearing on an expedited basis and to issue a decision within fourteen (14) days of the hearing. Should the above arbitrators be unavailable, the parties shall draw from a list of arbitrators from the arbitration roster who have indicated their availability within these parameters or alternatively, the five (5) with the nearest availability until all such disputes are dealt with.*

On Behalf of the Employer:

On Behalf of the Union:

Date: _____

Date: _____