

PROPOSAL FOR A COLLECTIVE AGREEMENT

BETWEEN

**Elbow River Casino
(Elbow Grease Management Ltd.)**

- and the -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL 401**

The proposals contained herein are presented with the following caveats:

- The Union's proposals are advanced without prejudice to the Union's interpretation of the Collective Bargaining Agreement and the law.
- The Union reserves the right to add, delete, and/or modify its proposals.
- Agreement on any one matter is subject to agreement on an overall Collective Bargaining Agreement.
- The Union's disadvantage of not receiving all documents requested in the notice to bargain have hindered the Union's ability to provide all proposals for the initial exchange. The Union is presenting the current document in the spirit of compliance with the Alberta Labour Relations Code, and is bargaining under disadvantage. We reserve the right to react to this.
- Some of these proposals have more specificity than others; the Union arrives with an open mind and prefers to engage in an interest-based/mutual gains style of bargaining.
- Some of our proposals may involve specific contract language, others are stated more in the form of a proposed goal or principle. We encourage full and frank discussion.
- This is obviously not our final position but a set of proposals that is fully subject to negotiations.
- Errors and Omissions Excepted (E&OE).

Article 1 – Purpose of the Agreement

- 1.01 The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Employer (Elbow River Casino, Elbow Grease Management Ltd.) 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.

Article 2 – Duration and Application of the Agreement

- 2.01 This Agreement shall be effective from the date of ratification (XX-XX-XXXX) and shall continue in effect until XX-XX-2021. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the *Alberta Labour Relations Code*.
- 2.02 Letters of Understanding may be mutually agreed to as appropriate.
- 2.03 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:
- a) the Union commences a legal strike; or
 - b) the Employer commences a legal lockout ; or
 - c) the parties enter into a new or further Agreement.
- 2.04 This Collective Agreement shall apply to all Employees covered by this Collective Agreement.
- 2.05 In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 2.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement, and ratified by the membership. Such changes shall be in writing and duly signed by the authorized agents of the parties.
- 2.07 Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

Article 3 – Seniority and Employment Date

- 3.01 Seniority for employees shall be the length of continuous service with the Employer.
- 3.02 Employment date for all employees is defined as their start date with the Employer.

3.03

Initial Seniority Lists

- a) The Employer shall prepare seniority lists, immediately after ratification, and post them in an area accessible to all employees, and furnish a copy to the Union. The seniority lists shall commence with the employee with the most service seniority and carry on downward to the employee with the least service seniority. Information on the seniority list shall include the employee name by classification and service seniority start date and classification seniority date within their classification.
- b) An employee may dispute either seniority date by notifying the Union in writing within sixty (60) days of the posting of the seniority lists.
- c) The Casino Manager and the Union Representative will forthwith meet and discuss the seniority date(s) in an attempt to make every effort to resolve the seniority dispute.
- d) Failing a resolution on a dispute in (c) above, the matter will be subject to the grievance and arbitration procedure. Once the grievance is resolved the employee will be slotted, in the seniority list, accordingly.
- e) Employees' seniority dates shall be posted a second time fifteen (15) days after all disputes have been received and resolved in (d) above. This list shall be deemed final and binding with no changes allowed.

Ongoing Seniority Lists

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

Article 4 – Union Recognition

- Discussion The Union wishes to discuss and come to a conclusion regarding an appropriate bargaining unit for the Collective Agreement. We would also like to discuss the connection between this and the outstanding unfair labour practices. We believe that if it wasn't for the employer's conduct we would have representational rights for a much broader bargaining unit.
- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees within the bargaining unit of the Union, Local 401.
 - 4.02 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
 - 4.03 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.
 - 4.04 The Employer and the Union will meet quarterly, unless otherwise agreed to by the parties, to discuss issues and share information arising from the Management of the Casino which impacts the staff.

- 4.05 The Employer and the Union will hold a joint orientation session to present and discuss the introduction of the Collective Bargaining Agreement, within sixty (60) days of the ratification of the Agreement. The Union and the Company will send their bargaining teams to the session(s). The Company will ensure that Managers, and others who will work with the administration of the Agreement, are present. The purpose of the session(s) will be to educate those present regarding the purpose of the Collective Agreement and amendments to it and to foster a positive working relationship between the Company and the Union. It is also understood that the Company will bear the cost of the session(s). The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 4.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment. The printing of the Collective Agreement will be processed at a place determined by the Union.
- 4.07 Management Training
- The Employer shall ensure that management staff are appropriately trained in labour relations, all applicable workplace legislation, gaming/rule consistency and the provisions of this Collective Agreement.

Article 5 – Union Membership, Security and Check-off

- 5.01 As a condition of continued employment, all employees hired, rehired, reinstated, or transferred (someone returning to the bargaining unit), shall 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 and it will be completed on their start date.
- Within two (2) weeks of ratification the Employer shall schedule meetings with current Employees on company time. The Employer, at these meetings, shall require each employee to fill out all necessary documentation to secure Union membership. A Union representative shall be present at the meetings and will be scheduled with the Union's availability in mind.
- 5.02 During the orientation offered to new Employees and within two (2) weeks of any newly hired employee's first day of work, the Employer will provide to the Union sixty (60) minutes for a meeting between the newly hired Employee and the Union representative for a Union orientation on time paid for by the Employer. The Union membership application will be provided by the Employer, and must be completed on their first day of work.
- 5.03 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. The Employer will provide details to the Union in situations where no or

where incorrect deductions have been made. In the unlikely event of any error, corrections shall be made immediately and to the satisfaction of the Union. If, for example, appropriate deductions are not made from an employee's paycheque, the employee shall not be required to compensate the Union. That shall be the Employer's responsibility.

- 5.04 The Employer will supply a list of employees covered by this Agreement upon written request with a minimum of seven (7) working days' notice.
- 5.05 The Employer agrees to forward to the Union office, on a quarterly basis, information relating to employees, including:
- i. Name
 - ii. Addresses
 - iii. Phone Numbers
 - iv. Email Addresses
 - v. Date of Hire
 - vi. Classification
 - vii. Rate of Pay
 - viii. And any other information as may be requested by the Union from time to time.
- 5.06 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.
- 5.07 Employees shall be allowed to wear Union pin(s), button(s), and insignia.

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

Article 6 – Union Stewards and Representatives

6.01 Shop Stewards

- a) The Employer recognizes the Union's right to select Shop Stewards to represent employees. The Employer and the Union will agree on the number of Shop Stewards, taking into account the operational needs of the Employer and the administrative needs of the Agreement. The duties of the Shop Steward shall be to assist in the reporting, investigation, and resolution of all grievances as well as disseminating bona fide information of the Union to the employees and the Employer.
- b) The Employer agrees to recognize duly appointed Shop Stewards provided that the Union has first advised the Employer in writing of the names of the Shop Stewards so appointed.
- c) The Shop Steward shall not be discriminated against or disciplined for performing the duties as a Shop Steward.

- d) Leave of absence without pay and with seniority shall be granted to Shop Stewards and elected representatives to attend to Union business which requires them to leave their premises of employment. Such leaves shall be subject to operational requirements and will not be unreasonably denied.
- e) The Union and the Shop Steward or elected representative will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. To facilitate the administration of (d) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for appropriate wage and benefit costs.
- f) Both parties recognize that all employees including the Shop Stewards have regular duties to perform for the Employer. Shop Stewards shall be allowed, during their working hours, without loss of time or pay to leave their regular duties for a reasonable length of time to investigate, adjust, write, and present grievances or complaints, subject to the fact that this procedure shall not be abused by either party. Prior to leaving their regular duties, Shop Stewards must first obtain permission from their Supervisor. Such permission will not be unreasonably withheld providing the Alberta Gaming and Liquor Commission's Terms & Conditions and Operating Guidelines of the casino license are not violated.

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 Within one (1) month of ratification, the Employer shall provide the Union with a private on site office for its exclusive use. The office shall be of sufficient size to accommodate a desk, two chairs and a filing cabinet, and shall be of a size that is reasonably workable in all sense.

6.04 Representatives

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 all areas of the Employer's business where work is performed by members of the bargaining unit. This shall include, without limitation, the employee's lunch and break rooms for the purpose of carrying on legitimate Union business but the Union recognizes that either room will not be used as a second office.

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

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

Walking Stewards

The Employer shall grant time off to an employee selected by the Union to act in the role of a "Walking Steward". The Union will notify the Employer of the named Walking Steward no later than two (2) weeks prior to their start date. The Walking Steward will maintain their benefits while on leave and the Casino will be responsible for Employer paid benefits.

Pursuant to this Collective Bargaining Agreement, the Walking Steward wage rate will be based on an amount equal to the top rate of the highest classification.

The Walking Steward shall be selected by, report to, and be responsible to the Union.

The employee designated as the Walking Steward shall continue to accrue seniority during the time they act as the Walking Steward and shall retain the other rights and privileges afforded to them under the Collective Bargaining Agreement.

Accountabilities of the Walking Steward shall include, but not be limited to the following:

- a) Union Co-Chair for joint committees such as the Joint Health & Safety Committee and the Labour Management Committee;
- b) Provide training for employees, Shop Stewards, and Management representatives on matters pertaining to the Collective Bargaining Agreement and labour relations generally;
- c) Make efforts to ensure that there are sufficiently trained Shop Stewards to address issues and grievances in the Casino;
- d) Participate as a Union Representative as provided for elsewhere in the Collective Bargaining Agreement (e.g. new employee orientations);
- e) Participate as a Union Representative for investigation, grievance resolution meetings, and to facilitate/mediate resolution of issues;
- f) Visit the Employers Edmonton workplaces, observe working conditions, and enforce the Collective Bargaining Agreement ensuring that their own conduct complies with the Collective Bargaining Agreement.

The parties agree that new Walking Stewards shall have a reasonable period of time to learn their role and familiarize themselves with the position.

When the employee returns from their leave of absence, they will be provided a position the same as their pre-leave of absence in accordance with their new seniority.

Any issues in meeting the above accountabilities, or other issues with the Walking Steward position, will be raised by the Employer for the Union to address through Article 14 – Grievance Procedure, but the Walking Steward, its related costs, and

its related provisions cannot be changed or eliminated for the period of the Collective Bargaining Agreement.

Article 7 –Employee Rights

Discussion The Union would like to discuss the conditions of the provided break rooms and a commitment to providing the workers with a clean and safe break room.

7.01 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 working conditions that are comfortable;
- iii. The right to be free from discrimination, intimidation, retaliation, and harassment;
- iv. The right to be compensated for work performed;
- v. The right to be informed of all workplace rights, obligations, policies, and rules;
- vi. The right to translation and/or interpretation if necessary;
- vii. The right to safe and necessary equipment;
- viii. The right to necessary training for work performed;
- ix. The right to participate in lawful Union activity;
- x. The right to a clean and safe break room that is respectful of employees' need for comfort at work, including while on breaks;
- xi. The right to any and all statutory benefits, rights, and other privileges.

7.02 The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening, or violent. The Employer understands the need to remove patrons from the Casino who behave in an unacceptable, abusive, threatening, or violent fashion.

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

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

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

Article 8 – Discipline and Discharge

8.01 No employee shall be disciplined or discharged except with just and proper cause.

8.02 A Union Steward or a Union Representative shall be present at the time of discipline, in disciplinary meetings, at meetings when discipline might occur, and during investigatory meetings. For meetings that relate to serious discipline in excess of a warning the Union Representative shall be present.

Union Representatives and Stewards shall be readily available. Readily available means one of them can be contacted to be on site within a reasonable period of time in the totality of the circumstances. A Shop Steward called in to attend a disciplinary meeting shall be paid the greater of all time worked or four (4) hours at their regular hourly rate.

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

8.04 No employee reprimands or suspensions shall be used in any disciplinary action or for any purpose after six (6) months.

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

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

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

9.03 The Employer shall not discipline or invoke a penalty of any kind in respect of 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

DISCUSSION: The Union proposes discussion around a proposal that would allow employees affected by a layoff situation to be granted preference for any and all openings at other casinos of the Employer.

10.01 In the event of a temporary layoff, the Employer will advise the employees of necessity of layoffs.

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

10.02 In the event of a permanent layoff, the Employer will provide termination pay, in the amount of one month per year of service.

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

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

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

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

10.05 The Employer agrees to make every reasonable effort, including offering part-time hours to full-time employees, where possible, to maintain any affected employees within the bargaining unit and give preference to any employees affected by layoff for any vacancy for which they are qualified.

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

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

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

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

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

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

10.09 Postings during layoffs

- a) New employees shall not be hired into a classification while employees are on layoff from that classification.
- b) Laid off employees will have the opportunity to also apply for any posted positions for which they are qualified.
- c) A laid off employee who successfully applies for a position in another classification will be placed into the new classification until they are recalled to their previous classification as per Article 10.08. Upon refusal, the next most senior employee on the recall list will be contacted.
- d) Notwithstanding the Union's natural right to such information, the Employer explicitly agrees to provide all information on the posting and filling of vacancies to the Union, including without limitation, the following:
 - a. A copy of the posted vacancy
 - b. The names, seniority dates, and qualifications of all applicants; and
 - c. The names, seniority dates, and qualifications of the successful applicant.

10.10 Seniority

Employees electing to apply for another classification will be dovetailed into the classification and will have their classification seniority adjusted to reflect the time spent in the classification they are joining. If the employee has no prior experience in the new department, they will have no classification seniority to be dovetailed, and will be moved to the bottom of the classification seniority list.

Article 11 – New Classification

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

Article 12 – Job Posting

- Discussion The Union would like to discuss the potential of transfers to other locations during bargaining with the company and in accordance with Letter of Understanding #2 – Voluntary Recognition of Cash Casino.
- 12.01 In the event a vacancy occurs, the Employer will post such vacancies for a minimum period of ten (10) days in order to allow full-time and part-time employees to apply.
- 12.02 Job postings shall identify the nature of the work to be performed, the hours of work, the shifts being offered, and the requirements of the position. Job postings shall be posted on the bulletin board directly outside of the lunchroom. The Employer has the right to establish the experience and educational requirements, and general abilities, provided these criteria are reasonable.
- 12.03 A reasonable effort will be made to contact an employee who is absent from work, by phone and by e-mail (if available), to inform them of the vacancy.
- 12.04 Employees wishing to step down from a position or classification may do so by notifying Management in writing. When the next position in their department becomes available they will be given the opportunity to step down. The employee will go to the new position with an equal placement on the wage scale (hours and level) and take all of their seniority with them.
- 12.05 If there are no applications from the employees, or no applicant is found that meets the requirements in Article 12.06, the Employer will fill the vacancy in such a manner as it determines.
- 12.06 Vacancies shall be filled on the basis of seniority, skills, qualifications, ability, and performance being sufficient.
- 12.07 If the employee's performance is not sufficient during their trial period, they will be returned to their previous position as per Article 13.02 Trial Period.
- 12.08 If Management deems it is necessary to fill a vacancy in the same classification within sixty (60) calendar days of the appointment, Management may either

select a candidate from the applicants from the initial posting or post. If Management deems it is necessary to fill a vacancy after sixty (60) calendar days, Management will be required to post.

12.09 Upon request by an applicant, the applicant will receive a meeting and an explanation will be provided as to why they were unsuccessful.

Article 13 – Probation Period/Trial Period/Evaluation

Discussion: The Union would like to discuss the introduction of a shadow shift personnel to assist with training when learning new games.

13.01 Probation Period

All employees of the Elbow River Casino from the date of ratification of this Agreement shall be deemed to have passed their probation period. All new employees of the Elbow River Casino shall have a probationary period as follows:

Two hundred forty (240) hours or three (3) calendar months, whichever is sooner. 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.

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

13.02 Trial Period

All current employees of the Elbow River 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 – Learning New Games

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

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

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

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

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

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

13.04 Training and Gaming Excellence

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

The Employer also understands the need for growth in dealer game knowledge to accommodate staffing needs, as well as a desire for staff to improve their own game knowledge, and will provide training for staff. The Employer commits to offering a minimum of one (1) training course in every available table game during the lifetime of the Agreement.

The Employer further commits to offer Craps training and training on one additional game within the first year after ratification.

In the event that there are more applicants than space available for the scheduled training:

- a) The Employer will post the notice of a training opportunity and the location of the training thirty (30) days prior to its scheduled start date.
- b) When an employee signs up for the training they will receive a pamphlet to study from for the entrance exam.

- c) In the event there are more applicants than openings for the training the opening will be filled as follows:
 - 1. The Employer will look at all passing marks for the entrance exam.
 - 2. Of the employees with the passing marks – seniority (beginning with employees of the casino offering the training) will be used to determine how the opening slots are filled.

Training Model:

- a) Employees will be expected to devote up to forty (40) hours a week to training until training is completed.
- b) While in training, employees will be removed from the rotation and not scheduled to work.
- c) All hours spent in training will continue to count towards seniority.
- d) The Employer will pay employees their regular wage while they are participating in training.
- e) An employee is expected to attend all required/scheduled training sessions required.

Article 14 – Grievance Procedure

- 14.01 Any difference between the parties to, or the persons bound by this Agreement as to its interpretation, application, administration or alleged violation shall be considered to be a grievance.
- 14.02 Grievances shall be brought within thirty (30) calendar days of an employee knowing or reasonably knowing about the matter giving rise to the grievance.
- 14.03 Grievances can be brought by employees (through Union Stewards or Union Representatives), Union Stewards, Union Representatives, or the Employer. They may be brought directly to a Department Supervisor/Manager. A grievance may also be brought to the attention of the Union Representative and then provided directly to the Department Manager.

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

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

In the event the Company fails to respond to a written grievance within twenty-one (21) calendar days, it shall be deemed to have been settled in accordance with the remedy set out in the written grievance.

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

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

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

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

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

Article 15 – Technological Change

15.01 Definition

“Technological change” is defined as a substantial change in technology to the process, equipment, or methods of operation that differs significantly from those previously utilized by the Employer.

15.02 Advanced 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, Uniforms, and Security Clearance

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

16.02 Uniforms

Where the Employer requires uniforms to be worn, such uniforms will be supplied to the employee at no cost. Uniforms will be repaired, or replaced when no longer serviceable, at no cost to the employee

16.03 Sit Stand Stools

The Employer agree to the following, in regards to Sit-Stand Stools:

a) Pit Areas

Dealers, including Roulette Dealers, will be permitted to utilize sit-stand stools at times when their table is dead.

b) Training and Education

Annual training will be provided by a technical expert who will provide a four (4) hour training session on ergonomics in the workplace. Participants for this annual session will come from the Health & Safety committee, from Supervisors, and from Managers. Union Representatives shall also be present. This training will be on Employer paid time.

Education will be provided to employees who are identified to have access to sit-stand stools in the course of their employment. This education will be provided by the Supervisor or Manager and will include:

- i. the ergonomic process and benefits of the sit-stand stools;
- ii. details on the sit-stand stools being provided and how to use it;

- iii. encouragement for employees to properly use the sit-stand stool(s) and that there will be no repercussion for their proper use;
- iv. expectations on the job performance and the expectation that use of the sit-stand stool will not negatively impact on the ability to perform the expectations of the job;
- v. expectations that feedback on the sit-stand stool(s) will be completed quickly.

c) Other Areas

1. Anti-fatigue mats that are damaged or worn to the point of disrepair, as identified through this process, shall be replaced. The areas should include:
 - At the games table for Dealers; and
 - In the slot bank, at Cashiers' and Head
 - Cashiers' work stations; and
 - Any other area where an employee works for protracted periods of time in a fixed spot or area.
2. Annual Ergonomic Review – The Employer and the Union will equally share the costs of an annual ergonomic review of the facility.
3. Minimum Number of Sit-Stand Stools – The Employer will normally make available to employees a minimum of ten (10) sit-stand stools at the facility.
4. Other Items – The Health & Safety Committee and the Union Representative will investigate other identified areas for the ergonomic improvements, and make recommendations for the Employer to implement reasonable actions to address those areas.

16.04 The Employer agrees to pay all security clearance costs for each employee except as set out below.

With respect to probationary employees, the Employer will refund the security clearance cost once the employee has successfully past probation.

Article 17 – Name Tags

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

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

Article 18 – Bulletin Board

DISCUSSION: It is understood that depending on the discussions that happen surrounding proposal 4.02 there may be a need for multiple bulletin board locations. The Union would like to have discussions around other potential

locations and the need for those locations. This includes a bulletin board for the count room and slot break area.

- 18.01 The Employer acknowledges the right of the Union to have a bulletin board at the Employer's facility for its exclusive use. The Union bulletin board already in use shall remain at its current location. Only the Union shall have a key to the bulletin board. The Union shall be allowed to post any matter relating to legitimate Union business.

Article 19 – Substance Abuse

- 19.01 Substance abuse is recognized as a serious medical and social problem that can affect employees and may indicate a condition that requires accommodation. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees with recovery from addictions.
- 19.02 The Employer will provide appropriate referrals to employees for counselling 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 – Leave of Absence

Unless otherwise stated in this Article, the following shall apply to all Leaves of Absence:

21.01 General Provisions Governing Leaves of Absence

- a) At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement.
- b) Unless otherwise stated in this Article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) may be granted at the Employer's discretion.
- c) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances
- d) Unless otherwise stated in this Article, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:
 - i. returned to the position they held prior to taking the Leave; or
 - ii. provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the Leave.

21.02 Bereavement Leave

- a) Employees shall be entitled to five (5) days' paid Bereavement Leave on the death of a family member. The definition of "family member" shall include the following:
 - Spouse, adult interdependent partner or common-law partner;
 - Children (and their partner/spouse)
 - Current or former foster children (and their partner/spouse)
 - Current or former wards

- Parents, step-parents and/or current or former guardians (and their partner/spouse)
- Current or former foster parents
- Siblings, half-siblings, step-siblings (and their partner/spouse)
- Grandchildren, step-grandchildren (and their partner/spouse)
- Grandparents, step-grandparents
- Aunts, uncles, step-aunts, step-uncles (and their partner/spouse)
- Nieces, nephews (and their partner/spouse)
- A person the employee is not related to but considers to be like a close relative

Family members of employee's spouse, common-law or adult interdependent partner:

- Children (and their partner/spouse)
- Current or former wards
- Parents, step-parents, foster parents
- Sibling, half-sibling, step-sibling
- Grandparents
- Grandchildren
- Aunts, uncles
- Nieces, nephews

- b) Additional unpaid leave for bereavement purposes may be granted with consideration given to concerns such as, including without limitation, travel time to attend a ceremony, funeral, or memorial service.

21.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a half-day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

21.04 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.

21.05 Critical Illness Leave

Employees shall be entitled to Critical Illness Leave as follows:

- a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of 18; and/or
- b) up to sixteen (16) weeks' leave to provide care or support to an adult family member.

21.06 Death or Disappearance of a Child Leave

Employees shall be entitled to this Leave as follows:

- a) a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or
- b) a period of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

21.07 Domestic Violence Leave

- a) An employee who is a victim of domestic violence is entitled to paid domestic violence leave of up to 10 days in a calendar year. To accommodate the circumstances that may arise pursuant to a domestic violence situations, an additional seventeen (17) weeks of unpaid leave may be taken during a calendar year, and such time may be broken up.
- b) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:
 - i. is or has been married to the employee, is or has been an adult interdependent partner of the employee or is residing or has resided together with the employee in an intimate relationship;
 - ii. is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
 - iii. is the biological or adoptive parent of one or more children with the employee, regardless of their marital status or whether they have lived together at any time;
 - iv. is related to the employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or
 - v. resides with the employee and has care and custody over the employee pursuant to an order of a court.
- c) The following acts and omissions constitute domestic violence for the purposes of this Article:
 - i. any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
 - ii. any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
 - iii. conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
 - iv. forced confinement;
 - v. sexual contact of any kind that is coerced by force or threat of force;
 - vi. stalking.
- d) An employee may take domestic violence leave for one or more of the following purposes:

- i. to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
- ii. to obtain services from a victim services organization;
- iii. to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- iv. to relocate temporarily or permanently;
- v. to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- vi. any other purpose provided for in the Alberta Employment Standards Regulation.

21.08 Long-term Illness and Injury Leave

Employees shall be entitled to unpaid leave due to illness, injury, or quarantine. Such Leaves shall not exceed sixteen (16) weeks in a calendar year.

Where the circumstances reasonably permit, the employee shall give written notice to the Employer in advance of the Leave and provide a medical certificate stating the estimated duration of the Leave and the estimated date of the employee's return to work.

21.09 Maternity and Parental Leave

Maternity Leave

Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Division.

An employee who takes maternity leave must take a period of leave of at least 6 weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Employer and provided a medical certificate indicates that resumption of work will not endanger her health.

Parental Leave

Employees shall be entitled to either:

- i. standard parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or
- ii. extended parental leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case

of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one of the employees or shared by the employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to both to more than one employee at a time if so requested.

Notwithstanding the cessation or suspension of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave or because the employee is entitled to Maternity or Parental Leave.

21.10 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:

- a) the health of the employee; or
- b) the meeting of family responsibilities in relation to a family member.

21.11 Reservist Leave

Employees who have completed at least twenty-six (26) consecutive weeks of employment and who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

21.12 Jury and Material Witness Leave

Employees summoned to jury duty or subpoenaed as a material witness for the Crown shall be paid wages amounting to the difference between the amount they will have been paid for such services and the amount they would have earned had they worked for the Employer on such days. Employees on jury duty or service as a material witness for the Crown shall furnish the Company with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day off, or while on other paid or unpaid Leave of Absence; however, if an employee is summoned during their vacation, they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as a material witness for the Crown and actual work on the job in one (1) day shall not exceed a regular maximum shift for the purposes of computing overtime.

21.13 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process.

21.14 Union Leave

The Employer agrees to pay employees for the following Union Leaves requested in writing by the Union and bill the Union accordingly for the wage and benefit cost. Employees on Union Leave of absence shall be credited for seniority based on what they would have received had they been at work. Time on Union Leaves shall be considered as time worked for all purposes under this Agreement.

Union Office

The Employer agrees to grant time off, without pay and without discrimination, to an employee for Union Leave as designated by the Union. Such Leave shall be for a maximum of one (1) year to serve in an official capacity with the Union. As much notice as possible shall be provided.

Negotiations Leave

The Employer agrees to grant time off, without pay and without discrimination, to employees appointed by the Union to participate in collective bargaining.

Union Participation Leave

The Employer agrees to grant time off, without pay and without discrimination, to employees designated by the Union to attend Union-related education courses, training, seminars, meetings, conventions, conferences, and member engagement initiatives. As much notice as possible shall be provided.

21.15 General Leave of Absence

Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. The duration of the Leave of Absence shall be granted based on the need expressed by the employee.

Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement.

Article 22 – Travel Allowance

22.01 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 23 – Payment of Wages

Discussion The payment of wages are now normally made bi-weekly, the Union would like to discuss the possibility of changing the system to be a weekly payment subject to discussions and surveys with the membership. Payment of wages shall be via electronic funds transferred directly to the employee's bank account.

- 23.02 Elbow River 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.
- 23.03 Should there be major problems with an employee's cheque; i.e. cheque not issued or vacation pay missing, the Employer will, as soon as possible and using best efforts, issue a cheque to remedy the problem. The payment shall be made no less than forty-eight (48) hours from the time the employer was made aware.
- 23.04 In the event that an employees is not paid the correct amount of pay as a result of an error made by the Employer, the employee shall be compensated at addition ten (10%) percent of any shorted amount. If the error is not corrected by the next payroll, a further ten (10%) percent of the original shorted amount will be paid and this process will continue until the payroll issue is corrected.

Termination Pay

- 23.05 An employee is entitled to termination pay if their employment terminates because of a receivership or closure.
- 23.06 The Employer must give written termination notice of at least no less than the Employment Standards Code and "Common Law" rights.
- 23.07 The Employer must provide termination pay in the amount of one month per year of service.
- 23.08 The Employer will have termination pay available for the employee within ten (10) days of the date of termination.

Vacation Pay

- Discussion The Union would like to discuss returning vacation pay to an accrual payment, rather than vacation paid out on each paycheque. The discussions will include the time that it will be taken into effect, how employees can notify the employer of their change, and how employees will be able to request and be provided with their vacation pay.

Article 24 – Cessation or Sale of Operations

- 24.01 The Employer shall advise the Union at least sixty (60) days in advance of any planned permanent shut-down or sale of its Casino. This article 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.
- 24.02 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 25 – Human Rights

- 25.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, religious beliefs, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, family status, political activity or affiliation, record of offences except for those listed by the gaming commission which preclude a person qualifying for a license for which a pardon has not been granted, marital status, or physical disability, mental disability, nor by reason of Union membership or activity.
- 25.02 Alberta Human Rights Act and that the Act shall apply to the terms of this Collective Agreement.
- 25.03 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 26 – Hours of Work

- 26.01 The Casino operates twenty-four (24) hours per day and each employee may have a different start time. Each department will establish a workday for each employee. Any exceptions require the approval of the Employer. There shall be an interval of not less than eight (8) hours between shifts for the employee. An employee who is not allowed an eight (8) hour interval between shifts shall be paid at the rate of time and one half (1 ½ X) for the time worked prior to the ending of the eight (8) hour intervals. Shifts which commence on one (1) calendar day and extend past midnight on the next calendar day are considered to be shifts worked only on the calendar day on which the shifts commence.
- 26.02 The normal hours of work for a full-time employee shall be forty (40) hours per week as scheduled by the Employer.
- 26.03 Rest Periods
- Discussion The Union would like to discuss issues surrounding the current health and safety concerns of the break and rest areas.

Employees will be provided with regular rest periods during the course of the work day. Rest periods shall be as follows:

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

For the Slots department, employees working shifts of eight (8) hours or more shall receive sixty (60) minutes in paid rest period time. The Employer will make every effort to allow rest period breaks to be taken every two (2) to three (3) hours.

For the “Graveyard shift,” the employees will received no less than what is currently offered, and shall be discussed at the bargaining table.

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

26.04 Employees shall not work split shifts.

26.05 Early Out

- a) Employees requesting early out can add their name to the early out list at any time during their shift. The current practice and location of the list will continue.
- b) The Employer will then use the early out list to determine which employee(s) will go home. Employees will go home on first come first serve basis dependant on the list. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties. In case of disputes, selection will be done by seniority.

26.06 Double Shift

- a) Employees requesting a double shift can add their name to the double shift list at any time during their shift. The current practice and location of the list will continue.
- b) The Employer will then use the double shift list to determine which employee(s) will be asked to stay. The Employer will continue the practice of a first come first serve basis dependant on the list. Such determination shall be within each classification, subject to the remaining employees having the skill and ability to fulfil the remaining duties. In case of disputes, selection will be done by seniority.
- c) An early in shift procedure will be discussed to ensure that all employees are given a fair and equal opportunity to receive a double shift.

Article 27 – Scheduling

Discussion The Union wishes to discuss the current practice of scheduling and job selection. The Union is not interested in less than what the employees currently receive.

Topics will include but are not limited to:

- how employees are scheduled
- where seniority applies
- difference in scheduling full time and part time
- timelines relating to RTO's, vacation requests, shift changes, call ins, shift coverage, schedules
- overtime/overtime pay
- meetings on company time
- start and end times
- A modified work week option wherein employees may opt to work ten (10) hour shifts
- Fair rotation of table games
- "Poker helper" (fairly rotated, guaranteed breaks)

Article 28 – Temporary Assignments Within the Bargaining Unit

- 28.01 An employee temporarily assigned by the Employer to a job classification will receive the higher of the two (2) rates of pay in accordance with the wage provisions of the Collective Agreement.
- 28.02 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.

Article 29 – Work Outside the Bargaining Unit

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

Article 30 – Advanced Games Training

30.01 Dealer Training

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

employee to take courses, the employee will be compensated for all approved costs.

30.02 Advanced Games Training

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

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

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

Article 31 – Health and Safety Committee

31.01 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.

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

Each committee member shall be entitled to eight (8) hours of health and safety training, paid by the Employer and held on Employer time, in each calendar year. Courses shall be determined by mutual agreement between the Union and the Employer.

31.03 Committee meetings will be held monthly and co-chaired by Management and the Union. Committee members will be scheduled, at their option, to work on the day shift of the meeting date as well as the day prior, if necessary, to avoid back to back shifts. There will be no reduction in weekly hours of work as a result of any shift re-scheduling. Committee members will be paid at straight time in addition to a stipend of thirty (\$30.00) dollars for their attendance at the meeting. Committee members will receive no less than seventy-five (\$75.00) dollars for their attendance. Also, any hours worked in excess of daily scheduled hours will be paid at the overtime rate.

31.04 It is understood that the parties' intent is to ensure that committee meetings are arranged in such a way so as to attract employees to the role of committee member and to make sure that it is not onerous to participate. Good faith efforts

will be made by the parties to deal with individual circumstances to achieve this goal.

- 31.05 It is agreed that joint minutes will be produced after each meeting that summarizes the issues and any course of action or resolution pertaining to the same. Follow-up items will be identified and reported on at the next meeting. Items will remain on the follow-up list until such a time as the item is resolved or completed.
- 31.06 Provided both parties have approved the accuracy of the minutes by signing them off, they will be posted in the workplace.
- 31.07 The Union staff representative may attend committee meetings at their discretion.
- 31.08 It is the Employer's responsibility to ensure that food is safe.
- 31.09 The Employer shall ensure the health and safety of its employees and shall comply with applicable legislation.
- 31.10 The Employer shall prohibit abusive customer behaviour and shall post signs at entrances to the Casino indicating their policy in this regard.

Article 32 – Benefit Plan and Sick Day Entitlement

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

The Union still requires the full text, qualifiers, and summaries of each of the employee's benefits. The Union is still unaware of deductions from the employee and employer. These concerns have hindered the ability for the Union to be able to full propose a proposal. Below are some talking points the Employer should be prepared to discuss with the Union.

- The Union is interested in a full employer paid benefit plan.
- The Union is interested in talking about the current sick day entitlements, and accumulation.
- The Union is interested in introducing a full employer paid Short Term Disability benefit, and with exploring any current Long Term Disability plan the employees may currently be entitled to.
- The Union is not interested in anything less than the employees currently receive.

Article 33 – Group RRSP

Discussion The Union would like to discuss Employer contributions to the employee's retirement for both part time and full time employees.

Article 34 – Vacations

Discussion: The Union would like to discuss returning vacation pay to an accrual payment, rather than vacation paid out on each paycheque. The discussions will include the time that it will be taken into effect, how employees can notify the employer of their change, and how employees will be able to request and be provided with their vacation pay. The parties should agree to an unambiguous implementation plan.

- 34.01 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.
- 34.02 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.
- 34.03 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.
- 34.04 Full-time employees may request and receive their vacation pay either prior to, during, or immediately following their vacation.
- 34.05 Part-time employees will receive their vacation pay entitlement each pay period at four (4%) percent, six (6%) percent, or eight (8%) percent based on their years of service.
- 34.06 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 |
- 34.07 All other issues not covered by this article shall be determined by the current Employment Standards Code of Alberta.

Article 35 – Statutory/Paid Holidays

- 35.01 Statutory/paid holidays for employees will be paid on the Statutory/paid holiday for all hours worked plus one and one half (1 ½ X) times their regular rate of pay on that day.
- An employee is not entitled to Statutory/paid holiday pay when the employee does not work on a Statutory/paid holiday when required or scheduled to do so, or is absent from employment, without consent of the Employer.
- Employee's entitled for Statutory/paid holidays that do not work on the holiday will receive eight (8) hours pay at their primary rate.
- 35.02 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

35.03 Employees shall receive ten (10) paid floater days per year. The floater days are to be requested in writing at least two (2) weeks in advance and approved in writing by Management without being unreasonably denied.

Article 36 – Classifications and Wages

- Discussion The Union proposes discussion and language that sufficiently satisfies the following criteria:
- A wage progression shall have a start rate and top rate, wherein employees automatically move upward, from one rate to the next, based on service;
 - The wage progression shall emphasize internal consistency and equity among employees;
 - The progression shall have monetary enhancements on each anniversary of the Collective Agreement;
 - Pay increases shall be retroactive to the date of certification;
 - The Christmas bonuses and employee meal plans shall be codified and improved.
 - Shift premiums and responsibility pay
 - Credit for previous experience
 -

Article 37 – Gratuities

Discussion The Union proposes that we discuss and develop a system of an equitable distribution of gratuities.

Article 38 – Strikes and Lockouts

38.01 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 39 – Savings Clause

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

In the event that the negotiation of this First Collective Agreement, by omission or error, has failed to account for any aspect of employees' pre-unionization remuneration, rights, entitlements, privileges, and/or benefits, all relevant information about the issue shall be shared with the Union by the Employer so that it can be fairly and transparently investigated and addressed.

Article 40 – Fresh Start

40.01 The Employer agrees that, effective immediately upon Union ratification of this Collective Agreement, all employees employed at the date of ratification shall have the records of any discipline fully expunged from their personnel files and any other files that may exist. To be clear, employees shall not be affected by any discipline records that may be on their files prior to ratification of this Collective Agreement.

Employees shall have the right to review and take copies of their complete disciplinary and personnel files and records. A duly authorized Full-Time Union Representative shall be provided copies of the complete disciplinary and personnel files and records of each employee upon written request.

Article 41 – Cash Shortages

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

Article 42 – Respect and Dignity

42.01 The Employer agrees that, in all circumstances, employees shall be treated with dignity, respect and fairness. The Employer agrees to hire, maintain, and promote only those managerial officials who demonstrate the importance of safeguarding and promoting the dignity and respect of employees in the workplace.

Article 43 – Legislated Minimums

43.01 The Employer agrees to abide by all legislation that applies to the workplace.

At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- *Alberta Employment Standards Code;*
- *Alberta Labour Relations Code;*
- *Alberta Human Rights Act;*
- *Occupational Health and Safety (OHS) Act;* and
- *Workers' Compensation Act.*

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

Article 44: Root Concerns

As a means for addressing root concerns that led to union certification, the conclusion of a First Collective Agreement shall depend on the satisfactory resolution of the following employee concerns, in no particular order:

- Benefits
- Breaks
- Tips
- Wages
- Pit Bosses
- Progressions
- Paid Training
- Health and Safety
- Vacation Approval
- Shift Coverage
- Scheduling
- Fairness/Respect
- Vacation Pay

Article 45 – Part-time Pit bosses

The Union would like to discuss this important issue.

Article 46 – Voluntary Recognition of Cash Casino Calgary and Cash Casino Red Deer

The Union would like to discuss and ensure for both Cash Casino Calgary, and Cash Casino Red Deer and any other employer operation:

1. Property and information access
2. Neutrality Agreement
3. Voluntary Recognition