

Multi-generation  
 **Agreement**

Between

Great Blue Heron Charity casino

and

**CAW Local 1090**

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## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
Article 1	Purpose .....	1
Article 2	Advancement Of First Nation's People .....	1
Article 3	Recognition.....	2
Article 4	Strikes And Lockouts.....	2
Article 5	Copy Of Agreement.....	3
Article 6	Union Security And Dues .....	3
Article 7	Management Rights.....	4
Article 8	New Employee Orientation.....	5
Article 9	Union Representation .....	5
Article 10	Management/Committee Conferences.....	8
Article 11	Seniority.....	8
Article 12	Layoff And Recall.....	11
Article 13	No Discrimination .....	15
Article 14	Respectful Workplace.....	15
Article 15	Hours Of Work.....	17
Article 16	Paid Rest Period.....	18
Article 17	Overtime Pay .....	19
Article 18	Part-Time Employees.....	21
Article 19	Shift Bids .....	22
Article 20	Job Posting.....	23
Article 21	Temporary Full-Time Postings (Contract Positions).....	24
Article 22	Temporary Transfers.....	25
Article 23	Transfers Out Of The Bargaining Unit .....	25
Article 24	Work Of Supervisors .....	26
Article 25	New Classifications.....	26
Article 26	Dealer Training And Classification.....	27
Article 27	Training.....	30
Article 28	Leave Of Absence.....	31
Article 29	Pregnancy, Parental And Adoption Leave.....	34
Article 30	Jury Duty .....	35
Article 31	Bereavement Leave.....	36
Article 32	Vacation Time And Vacation Pay.....	37
Article 33	Paid Holidays.....	40
Article 34	Health And Safety.....	41
Article 35	Discipline.....	42

**TABLE OF CONTENTS (continued)**

<b>Article</b>		<b>Page</b>
Article 36	Grievance Procedure & Arbitration.....	44
Article 37	Cessation Or Expansion Of Operation .....	48
Article 38	Contracting Out .....	48
Article 39	Technological Change.....	48
Article 40	Union Pens, Pins.....	49
Article 41	National Day Of Mourning, Remembrance Day, Day Of Remembrance For Women Victims Of Violence .....	49
Article 42	Travel Allowance.....	50
Article 43	Gaming Regulations .....	50
Article 44	Classifications And Wages.....	50
Article 45	Payment Of Wages.....	50
Article 46	Reporting Pay .....	51
Article 47	Emergency Call Back Pay .....	51
Article 48	Sick Leave.....	51
Article 49	Health, Dental, Life And LTD .....	52
Article 50	Registered Retirement Savings Benefit .....	57
Article 51	Gratuities/Gifts .....	57
Article 52	Gaming License .....	58
Article 53	Equipment And Tools .....	58
Article 54	Uniforms .....	58
Article 55	Personal Protective Equipment.....	59
Article 56	Bulletin Boards.....	59
Article 57	Parking.....	60
Article 58	Staff Cafeteria.....	60
Article 59	Union Resources .....	60
Article 60	Personnel File .....	61
Article 61	Attendance/Reporting Absence .....	61
Article 62	Substance Abuse.....	62
Article 63	Injury Allowance.....	62
Article 64	Early Outs.....	62
Article 65	Lockers.....	63
Article 66	Civil Liability.....	63
Article 67	Violence Against Women.....	64
Article 68	Woman's Advocate .....	64
Article 69	Tuition Reimbursement Program.....	64

## TABLE OF CONTENTS (continued)

Article		Page
Article 70	Time Off Request Forms.....	66
Article 71	Duration.....	66

### LETTERS OF UNDERSTANDING

#1	- Patron Behaviour And Workplace Safety .....	67
#2	- Virtual Roster .....	67
#3	- Tournament Play .....	67
#4	- Part-Time Vacation .....	67
#5	- Maintenance Skilled Trades .....	68
#6	- Safety Footwear.....	68
#7	- FT/PT Ratio.....	68
#8	- Union PEL.....	69
#9	- Inspectors .....	69
#10	- Expansion Bonus.....	69
#11	- Benefit Costs .....	69
#12	- Dealer Development.....	70
#13	- Inspectors .....	70
#14	- Committee And Chair Pay.....	70
#15	- Part-Time Benefits.....	70
#16	- Memorandum Of Agreement/Lump Sum .....	71
	Schedule A – Wage Scale.....	72

## **ARTICLE 1 PURPOSE**

- 1.01 The purposes of this Agreement are:
- (a) To establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein;
  - (b) To define and regulate a working relationship that will provide the highest level of service and value to customers; and
  - (c) To recognize, promote and uphold the paramount importance of integrity and security in an industry where all involved must be regulated, licensed or registered;
  - (d) To establish and maintain working terms and conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

1.02 This Agreement **sets** forth *the* entire Agreement on pay, hours of work and other terms and conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations or practices made arising prior to this Collective Agreement that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

## **ARTICLE 2 ADVANCEMENT OF FIRST NATION'S PEOPLE**

2.01 The Charity Casino was created **by** the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Charity Casino and the charitable purposes of the Casino.

2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.

2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.

2.04 Participation in these programs will be voluntary and the existence of programs, and the participation or lack of participation, are not grievable.

### **ARTICLE 3 RECOGNITION**

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in Schedule A hereto, including any new classifications created, of the Great Blue Heron Gaming Company in the lands of the Mississaugas of Scugog Island First Nation, as established by the Ontario Labour Relations Board Certificate, including any new employee classifications created, save and except Supervisors and those above the rank of Supervisors, summer students, Surveillance, Security and office and clerical staff.

3.02 For clarity, employees holding positions at the rank of Supervisor or above, employees of the Human Resources department, Legal department, Internal Audit department, Payroll department, Information Technology department, and those employed in the execution of duties confidential to the Employer, shall be excluded. Positions similar in kind or class to the foregoing, which may be created during the term of this Agreement, shall also be excluded.

#### **3.03 Registration and Licensing**

No Individual Registered National Representative or Local Union Representative of the Union providing services at Great Blue Heron Charity Casino will conduct any further representation activities at Great Blue Heron if he or she has suffered a loss or suspension of registration.

### **ARTICLE 4 STRIKES AND LOCKOUTS**

4.01 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.

4.02 The Employer shall not call or authorize, or threaten to call or authorize a lockout, and no officer, official, or agent of the Employer shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.

4.03 The meaning of the words “strike” and ”lockout“ shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 5 COPY OF AGREEMENT**

5.01 The Employer will print a copy of the Collective Agreement to be provided to all seniority employees. As well, the Employer will provide the Union with a .pdf format (with signatures) and an MS Word format (with typed names of signatories) of the final Agreement. The Collective Agreement will be finalized and printed within three (3) months following ratification. The cost of printing will be shared equally between the Parties. The Employer will also provide a benefit brochure outlining the benefits when such is printed during the term of the Collective Agreement.

## **ARTICLE 6 UNION SECURITY AND DUES**

6.01 All new employees will be required to become a member of the Union upon commencing employment. During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. For each calendar month, the Employer shall remit by cheque or a mutually acceptable method to the Financial Secretary of the Union, the total of the deductions made, which shall be remitted by the twentieth (20th) day of the following month. This shall be accompanied by a list of all employees in the bargaining unit identifying what, **if** any, dues have been deducted. The list will also contain those employees who have had no dues deducted and, by reference to the criteria in 6.05 below, the reasons no deductions have made.

6.02 The Financial Secretary of the Union will advise the Employer in writing of the amount of its initiation fees and dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer. Any altered deduction amount will be applicable thirty (30) calendar days after the date of notice of change.

6.03 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article, when initiation fees and dues are deducted from employees and have been remitted to the Union.

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

6.05 The Employer will supply to the Union once per month, as it relates to the bargaining unit, (at least twenty [20] days into the following month, or per quarter where so stated) a list of

- (a) All employees, with their hours worked and status;
- (b) Employees who acquired seniority during the month;
- (c) Employees transferred into or out of the bargaining unit during the month;
- (d) Employees on leave of absence at the end of the month;
- (e) Employees on sickness and accident and/or Workplace Safety and Insurance Compensation (in excess of five [5] calendar days) during the month;
- (f) Employees on layoff during the month;
- (g) Employees who have lost seniority;
- (h) Employees who have been discharged during the month;
- (i) The names, addresses, postal codes and home telephone numbers of all employees, as requested and only once during any quarter;
- (j) An alphabetical listing, by classification showing all full-time and part-time employees, as requested and only once during any quarter.

## **ARTICLE 7 MANAGEMENT RIGHTS**

7.01 The Union acknowledges that, except as limited by the express language of the Agreement, it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, transfer, classify, assign, appoint, promote, demote, evaluate, train, develop, lay off and recall employees, discipline, suspend and discharge seniority



rated employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided. Probationary employees may be disciplined or discharged subject only to the limitations expressly provided in this Agreement;

- (c) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time-to-time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement; and
- (d) Make, enforce, and alter from time-to-time policies, reasonable rules and regulations to be observed by the employees. These shall not be inconsistent with the express terms of this Agreement. The Employer will provide the Union with copies of all new policies and changes to existing policies prior to implementation where reasonably practicable.

## **ARTICLE 8 NEW EMPLOYEE ORIENTATION**

8.01 Where orientation sessions are being held by the Employer for new employees, the Employer will arrange for **up** to one (1) hour for an employee member of the Union executive to present on the Collective Agreement.

8.02 New employees will have access and may receive either an electronic or hard copy of the Collective Agreement.

## **ARTICLE 9 UNION REPRESENTATION**

9.01 The Union shall have the right to elect or appoint and the Employer shall recognize a Committee of up to four (**4**) members, consisting of a Chairperson, Health & Safety/WSIB Representative, and two (2) Committee Persons.

9.02 The Union shall have the right to elect or appoint bargaining unit members to the following Union positions which the Company shall recognize:

- (a) Chairperson
- (b) Health, Safety and WSIB Representative
- (c) up to 2 Committee Persons

Upon receipt of notice from the Union, the Employer will relieve the individuals holding these positions from all regular duties. The union will establish full-time hours of work for these four (4) Committee Persons. The Employer will maintain their benefits, vacation, holiday pay and sick pay, and their RRSP contribution, and they will continue to accrue seniority as if they were working in their home position(s).

Save and except in the case of a closure, the four (4) persons holding these positions will not be laid off notwithstanding their seniority status. They will be the final persons in the bargaining unit to be laid off.

9.03 For the purposes of Union representation, the Employer shall also recognize nine (9) Union Stewards.

9.04 The Union Stewards, and the Committee Persons to whom they report, will be authorized to deal with Union business including, but not limited to grievances and health & safety issues. Stewards will be utilized when a Committee Person is not working.

9.05 Union Stewards have a responsibility to the Employer for his or her regular duties. A Steward will request permission from his or her Supervisor before leaving his or her work to attend to investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, where it can reasonably be done without interfering with the operations of the Employer. The Steward must report back to his or her Supervisor when any union business is completed, and will take no more time than is absolutely necessary during regular working hours to conduct any union business.

9.06 Representatives recognized by the Employer shall be employees with seniority. A list of these representatives and their assignments by the Union shall be provided to the Employer and the Employer will be advised by the Union, in writing, following any changes to this list.

9.07 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Em-

ployer of upcoming elections. The Employer upon request, will provide the Union with an updated seniority list. There will be no posting of posters or campaigning save and except on the Union bulletin board. The Union may request and, if it is available, the Employer will provide a room on site for the vote.

9.08 A National Union Representative and/or Local Union Representative may be present and participate in any meeting between the Union Committee and the Employer upon advance notice.

Union Representatives registered with the AGCO may provide assistance to employees subject to any limitation imposed by the registration, but will not interfere with the Employer's operation. Union Representatives will not visit with employees in the bargaining unit nor attend non-public areas during working hours without appropriate arrangements being made with the Human Resources Manager. The Union Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.

9.09 The Employer will recognize an alternate Representative to replace the Chairperson, Health and Safety/WSIB Representative and Committee persons when they are absent for in excess of six (6) working days due to vacation, sickness, or approved leave of absence/union leave, provided this does not adversely affect the efficient operation of the alternate's department.

9.10 Effective **January** 2009, the Employer will recognize and pay for a fifth Union Committee Person pursuant to 9.01.

**9.11 Work Away from Great Blue Heron Charity Casino Location.**

Both parties recognize the requirement for the full-time Committee Persons herein to leave work during working hours to attend to union business away from Great Blue Heron Charity Casino without loss of pay. Such privilege shall be provided, subject to the following conditions:

- (a) The time is devoted to the prompt handling of matters, which are proper pursuant to this Article;
- (b) The privilege not be abused;
- (c) The Manager of Human Resources or designate will be apprised of such absences in advance. Such absences will be verified by the Chairperson with a brief explanation of the reason for the Representative to be absent.

## 9.12 **Union Representatives**

Employees elected or appointed as full-time Union Representatives shall be paid hourly rates as follows (highest in Unit less \$1.50, except skilled papers, trades or gaming Inspector positions):

Effective September 1, 2007 – \$22.11

Effective September 1, 2008 – \$22.61

Effective September 1, 2009 – \$23.11

Effective September 1, 2010 – \$23.81

9.13 The Chairperson shall be paid an hourly rate as follows (highest in Unit, except skilled papers, trades or gaming Inspector positions):

Effective September 1, 2007 – \$23.61

Effective September 1, 2008 – \$24.11

Effective September 1, 2009 – \$24.61

Effective September 1, 2010 – \$25.31

## **ARTICLE 10 MANAGEMENT/COMMITTEE CONFERENCES**

10.01 Regular Management/Committee Conferences will be arranged between the Employer and the Union designates to occur not less than every three (3) months on a mutually agreeable date and time.

10.02 An agenda or items to be discussed at a Management/Committee Conference will be exchanged three (3) days preceding the meeting.

10.03 It is specifically understood that individual grievances shall not be the proper subject matter to be discussed at such a meeting unless agreed upon by both Parties in advance.

10.04 Those attending a Management/Committee Conference will suffer no loss of pay as a result of attending at such meetings.

## **ARTICLE 11 SENIORITY**

11.01 The rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.

11.02 New employees will be probationary employees for the first sixty (60) days worked within the bargaining unit in any period of

eighteen (18) consecutive months. Probation may be extended to such greater period as is agreed upon by the parties. Once probation has been completed, seniority will be awarded back to the last date of hire.

11.03 The Employer may not terminate a probationary employee in an arbitrary, discriminatory or bad faith manner. It may otherwise terminate the employment of a probationary employee and this shall constitute a lesser standard for the purpose of the Labour Relations Act. While complaints and concerns may be raised and will be discussed, no grievance or arbitration will be filed arising out of the discipline or dismissal of a probationary employee, save and except where the termination is alleged to have been based on arbitrary, discriminatory or bad faith considerations. It is understood that the words arbitrary, discriminatory or bad faith will be interpreted using the tests developed for unfair representation complaints under the Ontario Labour Relations Act.

11.04 Employees shall have thirty (30) calendar days from the date of posting of any revised seniority lists to advise the Union Chairperson or designate of any errors with respect to their respective seniority dates. At the completion of the posting period, all seniority dates will be confirmed and employees will be deemed to have accepted subject to the Chairperson presenting any issues to the Employer in the ten (10) days following.

11.05 Where two or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted in the presence of a Union Committee Person.

11.06 "Seniority" as referred to in this Agreement shall mean length of service within the bargaining unit. An employee transferring between department or classifications will maintain his or her seniority.

11.07 "Service" as referred to in this Agreement shall mean length of continuous employment with the Employer from the date of last hire (the "service date").

11.08 Seniority under this Collective Agreement has no application at the Employer outside of its uses under this Agreement.

11.09 The Employer will maintain one seniority list of all non probationary part-time employees and non probationary full-time employees. The list shall be in seniority sequence and will indicate

name, classification, status, service date, and seniority accrued. The list shall be updated and posted bi-annually and an electronic copy of the list shall be supplied to the Union at the time of posting.

11.10 Seniority will be maintained and seniority will continue to accrue during any pregnancy or parental leave, WSIB, vacation or disability leave and other approved leaves of absence under this Agreement.

11.11 Seniority will be lost and employment terminated where an employee:

- (a) Quits; or
- (b) Retires; or
- (c) Is dismissed for just cause and is not reinstated pursuant to the provisions of the grievance procedure; or
- (d) Overstays a leave of absence except where a satisfactory reason is provided in advance of the expiration of the leave, or where a satisfactory reason is provided for both the inability to seek an extension in advance and for the extension; or
- (e) works for another employer (in excess of any hours regularly worked elsewhere) without authorization while on a leave of absence; or
- (f) Is recalled and refuses the recall, foregoes recall rights or is recalled and does not return to work within seven (7) calendar days of the notice of recall being sent by courier to his or her last provided address. An employee who provides a satisfactory reason for unavailability within the seven (7) days will be given an extension of up to three (3) additional days to report; or
- (g) Is absent from work for more than three (3) consecutive scheduled working days except where a satisfactory reason is provided for the absence; or
- (h) Is laid off for a period of in excess of twenty four (24) months.
- (i) Is on a leave of absence or LTD for in excess of twenty four (24) months and does not demonstrate to the Employer, when requested in writing following the expiry of the twenty four (24) months, a reasonable prognosis for a return to regular full duties in the near future.

- (j) Is absent from work for three (3) working days in a rolling twelve month period without speaking in advance with their immediate supervisor (“no call – no show”) except where a reason satisfactory to the Employer is provided both for the absence and for the inability to have the Employer contacted. The Employer will ensure the employee will be informed after the second incident about this Article.

## **ARTICLE 12 LAYOFF AND RECALL**

12.01 Where possible, the Employer will give seventy-two (72) hours’ notice of layoff to the affected employee(s), and will notify the Union twenty-four (24) hours prior to providing notice to the affected employees.

12.02 Whenever it becomes necessary to reduce the workforce by layoff, the following procedure will apply:

- (a) Probationary employees within any affected classification will have their employment ended,
- (b) Seniority rated employees will be laid off as set out below:

### **Part-time Employees**

In the event one or more part-time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- a) The classification which is required to be reduced will be identified.
- b) The part-time employee(s) with the lowest Seniority Date in the classification will use his or her Seniority Date to return to his or her previous position occupied in the previous six (6) months, if one exists and seniority permitting.
- c) If there was no previous position, the junior part-time employee in the classification affected will use his or her Seniority Date, if he or she has the skill and ability with a brief familiarization to satisfactorily perform the job and is willing, to bump the most junior part-time employee in the department, seniority permitting, or may accept layoff.

- d) The most junior part-time employee in the department by Seniority Date will, if he or she has the skill and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior part-time employee Casino wide, seniority permitting, or may accept layoff.
- e) The most junior part-time employee Casino wide will be laid off. Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.

### **Full-time Employees**

In the event one or more full-time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- a) The classification which is required to be reduced will be identified.
- b) Any full-time employee in the classification affected may use his or her Seniority Date to bump the junior part-time employee in the classification.
- c) The full-time employee with the lowest Seniority Date in the classification affected will use his or her Seniority Date to return to his or her previous position occupied within the previous six (6) months, if one exists and seniority permitting.
- d) If there is no previous position, the junior full-time employee in the classification affected may bump the most junior part-time employee in the classification, or
- e) If there was no previous position, the junior full-time employee in the classification affected will, if he or she has the skill and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior full-time employee in the department, seniority permitting, or may accept layoff.
- f) If the most junior full-time employee in the department is affected, he or she will, if he or she has the skill and ability with a brief familiarization to satisfactorily perform the job and is willing, bump



the most junior full-time employee Casino wide, seniority permitting, or may accept layoff.

- g) If the most junior full-time employee in the Casino is bumped, he or she will, if he or she has the skill and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior part-time employee Casino wide or may accept layoff.
- h) Any most junior part-time employee impacted by (d) above, will have the rights in the part-time provisions above.
- i) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.
- j) All impacted employees (who have been displaced but not actually laid off) will be granted a one-time right to use his or her seniority to return to the position and status that they were displaced from when there is next availability.

### 12.03 **Voluntary Layoff**

An employee who has not received a notice of layoff may make an offer of voluntary layoff where there is another employee who has received notice of layoff. If such request is made before the layoff has become effective and is acceptable to the Employer, the Employer will substitute this employee for the employee on notice of layoff

### 12.04 **Recall**

- (a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of twenty-four (24) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled in reverse order of layoff. Notwithstanding the foregoing,
  - (i) A full-time employee must accept a recall to a full-time position and/or a part-time position, as required, although recall to a part-time position will not extinguish the right to recall to a full-time position should one become available during the layoff. A full-time employee may decline recall to a part-

time position without abandoning his or her recall rights where there is a part-time employee or more junior full-time employee on recall who is available to do the work required and otherwise must return or waive his or her rights;

- (ii) A part-time employee must accept a recall to a part-time position, as required, and
  - (iii) A part-time employee may not be recalled to a full-time position; and
  - (iv) Employees must indicate within forty-eight (48) hours of the recall notice that he or she is willing and able to return to work or the employee shall be deemed to have refused recall and seniority rights.
- (c) An employee and the Employer may agree during the recall period to elect to terminate the employment relationship, and the employee would receive any severance to which he or she is entitled under the Employment Standards Act. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) Notice of recall shall be by telephone and, if the employee cannot be reached, shall be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 AM on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of his/her current telephone number and address at all times.
- (e) In the event of recall the Union shall be notified.

12.05 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) days required for filing of all grievances.

12.06 The Employer shall maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of layoff or such longer period as is required under the Employment Standards Act.

12.07 After backfilling any job where there is estimated to be a temporary vacancy of more than thirty (30) work days, the Employer will recall the senior laid off employee who is able to perform the job which has been vacated by the backfilling employee.

## **ARTICLE 13**

### **NO DISCRIMINATION**

13.01 The Employer, the Union and the employees each agree that there will be no intimidation, discrimination or coercion exercised or practiced by any of them because of an employee's membership or non-membership in the Union, or because of his or her activity or lack of activity in the Union.

13.02 The Employer, Union and employees agree not to discriminate or harass in accordance with the Ontario Human Rights Code.

13.03 The Employer, employees and the Union agree they all have rights and obligations under the Ontario Human Rights Code to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

13.04 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. The Union may establish its own policy for doing so, although nothing in this policy will detract from the Employer's ability to address such an issue if a complaint is made to it, or if the behaviour is having an impact on the management of the workplace. Where the Employer receives a complaint amongst bargaining unit members, it will inform the Union.

13.05 The Great Blue Heron Human Rights policy will be made available to all employees, and the Employer agrees that it will conduct training around this policy, including offering training to the Union Committee Persons.

13.06 Where a complaint of discrimination or harassment is made by one member of the bargaining unit against another member of the bargaining unit, the Union will be informed and may request the Employer allow it the opportunity for resolution or investigation.

## **ARTICLE 14**

### **RESPECTFUL WORKPLACE**

14.01 Every employee has the right to work in an environment free of discrimination and harassment under the Ontario Human Rights Commission. This right includes the responsibility to eliminate harassment in our workplace either as a participant or as an observer.

14.02 In conjunction with the Company's HR Policy 6.15 and as may be amended from time-to-time (wherever it appears in this Article), this Article outlines the commitment of the Company to maintain a harassment free workplace, as required under the Ontario Human Rights Code.

14.03 Employees who feel that they are being harassed are encouraged to seek protection under the Company Policy and/or these guidelines.

14.04 Throughout the period of this Collective Agreement, the Company will ensure that at all times the Intranet provides access to pages containing a definition of Workplace Harassment, the Workplace and providing examples of what workplace harassment includes and what is not harassment.

#### 14.05 **Filing a Complaint**

If an employee believes that they have been harassed, that employee should:

- (a) Tell the alleged harasser(s) to stop (with or without support from Human Resources or the Union);
- (b) Document the event(s) complete with the time, date, location, names of witnesses and details for each event;
- (c) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report the harassment to the employee's Supervisor/Manager, Union Representative, or if this is not appropriate to the Human Resources Manager;
- (d) The Complaint will be referred to the Human Resources Department to be dealt with in accordance with the Respectful Workplace Policy.
- (e) The CAW and the Great Blue Heron Casino will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally, or is of an extremely serious nature, then other steps may be required including the intervention of the CAW National Representative and/or Representative of the Great Blue Heron Casino senior management.

#### 14.06 **Resolution of a Complaint**

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee.

14.07 No grievance may be filed or pursued on resolutions agreed to by the parties without written agreement of the CAW National Representative and the Director of Human Resources.

14.08 If it is determined that the complaint has no validity, and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to disciplinary action.

## **ARTICLE 15 HOURS OF WORK**

15.01 The normal hours of work for all full-time employees shall be an eight hour shift (inclusive of lunch and breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. Unless otherwise agreed by the employee, all employees (part-time and full-time) shall receive two (2) consecutive days off, per week.

15.02 Should the Employer and the Union agree to establish a shift schedule for any Department requiring regular shifts longer than eight (8) hours worked per day, the agreement, if so stated will become an appendix to this agreement and will be enforceable as part of this agreement.

15.03 The Employer will establish a full-time schedule for each department with shift schedules and there will be a discussion with the Union prior to implementing changes to the schedules currently in place, and will provide the schedule, and meet for a discussion with the Union to review any concerns prior.

### **Scheduling**

15.04 A shift schedule for full-time employees will be posted for a one (1) month duration at least fourteen (14) days prior to the commencement of the shift, and changes to the posted schedule shall be made forty eight (48) hours in advance except in emergencies or where circumstances outside the control of the Employer dictate.

15.05 When an employee returns from a medical leave of absence, he/she will be returned to work the day after the Employer has received appropriate medical documentation. Where another employee has to be removed from the schedule as the result of this, it will be considered as an emergency.

### **Switching Shifts/Giveaways**

15.06 If an employee wishes to switch a shift with a co-worker in the

same classification and within the same pay period, the employees involved must request this of the Employer in writing on a form to be supplied a minimum of forty-eight (48) hours prior to the shift. Both employees must sign the form setting out the shifts that are being exchanged. Approval of such requests will not be unreasonably denied. In the case of an emergency, the time for notice may be abridged.

If an employee wishes to give away a shift to a co-worker in the same classification with equal qualifications, the employees involved must notify the Great Blue Heron Charity Casino in writing on a form to be supplied a minimum of forty-eight (48) hours prior to the shift, except in cases of emergency. Both employees must sign the form setting out when this will occur. Approval of such requests will not be unreasonably denied. No employee can give away more than two (2) shifts per month up to a maximum of twelve (12) shifts per year. Dealers may give away shifts to other Dealers in an equal or higher classification.

15.07 The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange.

15.08 No employee shall accept or solicit any monetary or other type of gain as the result of a shift switch. Any infraction of this Article will result in appropriate disciplinary action.

## **ARTICLE 16 PAID REST PERIOD**

16.01 Employees (except those classified as Table Game Dealers) will be provided with two (2) fifteen (15) minute paid rest periods during each eight (8) hour shift with an additional paid break if an employee is required to work beyond ten (10) hours. The rest period cannot commence before the end of the first hour of an employee's shift nor shall the rest period be given before one (1) hour has elapsed after an employee's lunch period.

16.02 Unless otherwise provided in this Agreement, employees shall receive a thirty minute unpaid lunch time provided the employee is working a shift in excess of five (5) hours. Notwithstanding the above, and in recognition of the continuous operation and the time spent in changeover of employees in a continuous operation, and having regard to the fact that no overtime will be incurred for any extended stay of less than ten (10) minutes at the end of a shift, all employees will receive fifteen (15) minutes paid time as **part** of the first lunch break of any shift.

16.03 Slot Technicians and Maintenance are on call during their lunches. When they are called from break or lunch, they will be allowed to continue after completion of the work assignment. In cases where they are unable to complete their meal a second meal will be supplied at no additional cost to the employee.

16.04 Notwithstanding the provisions of this Article, Table Game Dealers shall work on a schedule whereby during the course of a full shift, they will be entitled to one twenty (20) minute paid break (on a 80-20 basis) for every eighty minutes worked. In negotiations the additional Dealer requirements to move to 60-20 breaks (one [1] twenty [20] minute paid break for every sixty minutes worked) was discussed. It was agreed that this standard cannot be achieved without time to recruit and train Dealers on a variety of games. The Charity Casino will move to 60-20 Dealer breaks by no later than one year following the ratification of this Agreement.

16.05 Dealers shall be paid for all time spent on breaks, less fifteen (15) minutes per shift.

16.06 Notwithstanding the provisions of this Article, the Employer and the Union may agree to have rest periods at different times and in a different manner than specified in this Article.

## **ARTICLE 17 OVERTIME PAY**

17.01 For Dealers, overtime pay shall be paid in quarter-hour increments, for all authorized work commencing ten (10) minutes after the scheduled end of the shift (where an employee is required to stay at the end of his or her shift for any period in excess of the ten (10) minutes of tap out time it is understood that such time will be paid at the rate of time and one half in quarter hour increments (paid in full after the seven (7) minute mark of any increments), at the rate of one and one-half (1½) times the employee's regular hourly rate in respect of all pre-authorized hours worked:

- (a) in excess of eight (8) hours per shift; or
- (b) in excess of forty (40) hours worked per week; or
- (c) in excess of such averaged hours as agreed pursuant to a negotiated work week agreement.
- (d) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.

- (e) Tap out only occurs once in the case where overtime runs continuously with a scheduled shift.

17.02 For all non-Dealer classifications, overtime shall be paid in quarter hour increments (paid in full after the seven [7] minute mark of any increments) for all authorized work after the scheduled end of the shift at the rate of time and one half.

17.03 Where an employee is absent due to bereavement, vacation leave, paid sick days or a paid lieu day such hours not worked will count towards calculating the hours referred to herein.

17.04 For the purpose of this Article, the “week” commences at 12:01 a.m. Friday morning. For the purpose of this Article, a “day” means a calendar day commencing at 12:01 a.m.

17.05 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.

17.06 An employee working in excess of forty (40) hours in a work week (inclusive of hours worked on a Paid Holiday as provided for in Article 33 of the Collective Agreement during the same work week), shall qualify for overtime pay for all hours worked in excess of forty (40) hours in such work week and this shall not be considered a duplication or pyramiding of premium compensation.

### 17.07 **Overtime Equalization**

Scheduled overtime will be evenly distributed when reasonably possible among those employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned. If an employee is contacted about scheduled overtime by telephone and there is no answering machine or they do not respond to a message/call display within ten (10) minutes of the call, he or she will be noted as having declined.

17.08 Employees may sign a waiver of overtime opportunity statement indicating that they do not wish to be considered for overtime and will thereafter only be offered overtime when they are the most junior available employee. An Employee may, on two (2) weeks of notice, revoke such a statement.

17.09 When the Employer requires employees to work overtime that is not scheduled more than forty eight (48) hours in advance,



the Employer will invite employees to work overtime in accordance with the following procedure:

- (a) The classification in which the overtime is required will be identified;
- (b) Employees in that classification who are presently at work and who express interest will be invited to work the overtime starting with the full-time employee(s) who has the most seniority;
- (c) If insufficient employees volunteer to work overtime, the Employer will advise the most junior qualified worker in the classification to perform such work;
- (d) The union and the employer have agreed that they will meet and discuss overtime equalization for non-scheduled overtime. By no later than the end of June 2008, non-scheduled overtime in (b) above, will be distributed using equalization rather than by seniority.

17.10 New hires and employees transferred from one classification to another or those who had signed a waiver of overtime opportunities will be credited *with* the average number of overtime hours of the employees in that classification.

17.11 Any verified claim of improper distribution in a classification shall result in the employee being given an opportunity to work overtime in his/her classification within seven (7) days of verification or if overtime is unavailable, the employee will be paid the missed overtime. Such overtime will not displace another employee.

## **ARTICLE 18 PART-TIME EMPLOYEES**

18.01 Part-time employees are employees who have committed to being available for work up to 24 hours per week and understand that this requires a flexible schedule.

18.02 Part-time employees may work in excess of 24 hours per week without being considered full-time in the following circumstances:

- (a) When replacing employees absent due to illness or injury;

- (b) When replacing employees absent due to pregnancy and/or parental leave;
- (c) When replacing employees absent due to vacation leave or Union leave;
- (d) When replacing employees on a shift give away; or
- (e) Where such hours are required to be performed by the Employer for less than seven (7) weeks in a row.

18.03 A shift schedule for part-time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting (“core schedule”). Part-time employees will have preference for the core shift schedules they work by classification in order of seniority. It is understood that the posted core schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule part-time employees shall review the schedule and other shifts that become available for work will be assigned as required. There will be reference to seniority in contacting employees, where practical.

18.04 Where a part-time employee is not at work on the day a new shift for him or her is posted nor is scheduled again prior to the newly assigned shift, he or she will be called by the Employer.

18.05 Part-time employees will receive seventy-five cents (\$0.75) per hour worked in lieu of benefits effective ratification. It is agreed that some modified benefit plan will be made to part-time employees effective September 2010.

18.06 The Employer will use its best efforts not to erode full-time employment as at the date of ratification through the use of part-time employees. The Employer will discuss this and provide a workforce breakdown at the regular labour management meetings.

## **ARTICLE 19 SHIFT BIDS**

19.01 Where a full-time shift becomes available, the employer will post the availability for three (3) days and will assign the shift to the most senior full-time employee in the classification who expresses a desire by placing his or her name on the notice.

19.02 Up to the next two (2) subsequent shifts, which become available as a result of this initial posting, will be subject to the

same process and within fourteen (14) days after all three (3) postings have been completed, the reassignments will commence.

19.03 An employee, who is not scheduled to be at work during the bid process, may contact union representative to have the request submitted on their behalf. Where an employee bids for a shift and that shift is awarded to them, they must move to the new shift.

19.04 All employees including those on WSIB, pregnancy and parental leave will be eligible to participate in shift bids. An employee who is absent on any other leave that has or is scheduled to exceed three (3) months will not participate in the shift bid process until they have returned to active work.

19.05 Any further shift will be posted in accordance with Article 20 and no full-time employee in the classification posted will be considered for such vacancy.

## **ARTICLE 20 JOB POSTING**

20.01 In the event new jobs are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the Employer will post such new jobs or vacancies in order to allow any employees in another classification or status to apply (excluding part-time employees posting to a full-time position who are at or beyond Step 2 – Phase 2 of the Attendance Management Program). The job posting will include the classification, department, and may include the starting shift and days off. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift bid process in Article 19.

20.02 Postings will be placed on the Employer's bulletin boards, and will clearly indicate the deadline date for the applications and the location or persons to whom applications will be made. The posting period will be for not less than five (5) calendar days from the date of the posting.

20.03 The successful applicant will be placed in their new positions as soon as possible once their previous position has been filled (or such earlier time at the Employer's discretion) and it is understood that subsequent vacancies arising from a posting also will be posted for three (3) calendar days.

20.04 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bar-

gaining unit applicant was selected. If no applications are received from seniority employees, or if none of the applicants is awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.

20.05 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the most senior applicant with the skill and ability to perform the job, save and accept where there are overriding reasons to select another candidate.

20.06 It is agreed and understood that applicants for postings from First Nations will be given first priority, regardless of seniority, for positions over other applicants where they possess the skill, knowledge and ability.

20.07 If an employee does not successfully complete a thirty (30) day working trial period in the new position, either by resigning or being unsuccessful, the employee will be returned to his/her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis. Thereafter, the original vacancy will be filled by the next eligible applicant on the original posting, if any, in accordance with the posting provisions of this Agreement.

20.08 Where an employee bids or posts to a new schedule, his or her approved and scheduled vacation will only be honoured where it can be accommodated in the schedule of the new shift.

20.09 Employees on an approved leave of absence who have a foreseeable date for return to work within three (3) months shall be entitled to post on positions during their leaves of absence. Should such employees be the successful applicant, the position will be filled pursuant to the provisions of Article 21, until such time as the person on leave returns to work.

## **ARTICLE 21**

### **TEMPORARY FULL-TIME POSTINGS**

#### **(Contract Positions)**

21.01 A “temporary vacancy” (contract position) is defined as a vacancy in a full-time position that is known to be in excess of three (3) months, which the Company intends to fill.

21.02 Fulltime employees in the same classification (different shift) within the same department may apply for the contract. The employee with the most seniority will be awarded the position.

21.03 Any subsequent shifts, which become available as a result of the first posting, will be posted Casino wide in accordance with sub articles 20.01 and 20.02 and no fulltime employee in the classification posted will be considered for such vacancy. The senior part-time employee in the classification who applies (who is not at or beyond Step 2 – Phase 2 of the Attendance Management Program) will be appointed to the temporary vacancy. If there is no eligible part-time applicant then the temporary vacancy will be awarded in accordance with Article 20.05. The successful candidate will remain in the classification for the duration of the contract unless he or she is successful in obtaining a permanent position during the life of their temporary contract posting.

21.04 Upon completion of the contract the employee will be returned to his/her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis.

21.05 New employees hired to fill a temporary vacancy can apply for a permanent position within their department at any time while they are in the contract position; however, must complete their probationary period before applying outside of their department.

## **ARTICLE 22 TEMPORARY TRANSFERS**

22.01 An employee who has the skill and ability and is, by seniority, temporarily transferred by the Employer to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification.

22.02 An employee who is transferred by the Employer to a lower rated classification in the bargaining unit will be red circled at his/her rate of pay in effect at the time of such transfer for the duration of the transfer.

22.03 An employee exercising seniority rights to access a lower rated position in the bargaining unit will receive the rate of the lower classification based on their service credits. An employee will return to his or her original rate when he or she is recalled to the original position.

## **ARTICLE 23 TRANSFERS OUT OF THE BARGAINING UNIT**

23.01 Employees who are or have been appointed to a permanent supervisory position, or to any position not subject to the provi-

sions of this Agreement, will not be covered by the provisions of this Agreement and upon the permanent appointment will lose all seniority accumulated.

23.02 An employee temporarily transferred out of a bargaining unit for a period of up to six (6) months (or one (1) year in the case of a disability, pregnancy or parental leave replacement) and who is later transferred by the Employer back to a position which is covered by this Agreement will maintain the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit and will, upon return, be granted seniority as if he or she had accrued it during the temporary absence from the unit. Upon return to his or her bargaining unit position the employee will assume the previous schedule if it still exists.

## **ARTICLE 24 WORK OF SUPERVISORS**

24.01 Supervisors and other employees excluded from the bargaining unit will not perform the core functions of the work regularly done by bargaining unit employees except with the following exceptions:

- (a) During emergency situations;
- (b) To avoid interruptions;
- (c) To respond to guest requests;
- (d) Incidentally to their supervisory duties; or
- (e) For the purposes of instruction or training as may be necessary in the discharge of supervisory duties.

The above exceptions will not be used to deprive any bargaining unit employee of work time.

## **ARTICLE 25 NEW CLASSIFICATIONS**

25.01 When a new classification is created within the bargaining unit, the Employer will establish a wage rate and classification for such a new job and agrees to discuss with the Union its rationale for the rate. Vacancies within new classifications shall be posted with sufficient description of the work to be performed within thirty (30) calendar days of the start-up of the new position and any experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement

25.02 If the Employer and the Union fail to agree on the new rate or a classification for such new position, a policy grievance may be filed by the union. The arbitrator will have authority to set the new wage rate and grant any retroactive wage increases to the date work commenced in the classification.

25.03 The Employer will provide the Union with copies of its job descriptions for all bargaining unit classifications. In the event that new job classifications are created, the Union will be notified and will receive a job description when such is prepared.

## **ARTICLE 26**

### **DEALER TRAINING AND CLASSIFICATION**

26.01 There are six Dealer Classifications with different rates of pay on the number of table games the dealer is and remains capable of performing at a proficient and smooth level and service except in circumstances of disabilities as a result of workplace injuries. The Dealer Classifications are as follows:

D1 Big Six, Blackjack, and all its variations

D2 D1 and all "Carnival" games and all variations (i.e. games that require four [4] hours or less of training),

D3 D2 and

a) Mini-Bac and Pai-Gow (training to be offered simultaneously); or

b) Texas Hold'em and Omaha and all poker games and variations, or

c) Roulette and its variations.

D4 D2 and any 2 out of 3 of the Dealer 3 gaming combinations.

D5 All Dealer 3 gaming combinations

D6 D5 plus 3,400 hours actively worked on table games at GBH from September 1, 2007 and successful completion of all mandatory Dealer training offered by the Employer

26.02 When a dealer satisfies the table test requirements for any game (s) in the next level he/she then advances to that level and the onus is then on the employer to provide training for the remaining variations in that level and the employee cannot refuse the training.

26.03 Employees are expected to train and develop through to the Dealer 5 level within thirty (30) months of their hire date. Given the Casino's need to ensure fair rotation, adequate game mix and availability on all shifts, it is understood that the Employer will offer training based on seniority per shift. A copy of the training schedule will be provided to the Union Chairperson.

26.04 Where the Employer determines that additional dealers are required for any new or existing game, the Employer will offer training on **the** following basis:

The Training opportunities will be posted containing the following information:

Game offered

Shift Availability (where Game is required)

Duration of Training

Number of training position

- (a) The Senior Dealers who express interest will be provided with the training opportunity (understanding that this may impact on their shift schedule during training). In the event an insufficient number of employees post for such training, the Company may elect to fill the training vacancy from those junior employees on the shift where the game is required.
- (b) Training opportunities will be offered in priority according to the demands of the business and according to the requirements of shifts. The Company will make efforts to plan and provide training opportunities in such a manner that it may be available to employees on all shifts.
- (c) All internal dealer training offered by the Casino will be paid at the employee's current rate of pay.

26.05 Should an employee elect to learn any game outside the Casino's training opportunities, he/she must still satisfy a GBH table test in order to be credited with that game. This can be done when there is testing of Casino trained staff occurring or at another mutually agreeable time.

26.06 In the event any new games are introduced, the employer agrees to discuss with the Union as to which level it will be assigned.



26.07 Fair game rotation will be provided by the Company, wherever possible.

26.08 For the purpose of shift switches and shift giveaways it is agreed that Dealers may switch and/or giveaway with each other as follows:

- D1 with D1 or D2
- D2 with D1 or D2
- D3 with D3
- D4 with D4, D5 and D6
- D5 with D4, D5 and D6
- D6 with D4, D5 and D6

26.09 Subject to training opportunities being provided, Dealers are expected to proceed through the progression so as to be a Dealer 5 no later than 30 months after commencing as a D1. After thirty (30) months a Dealer who is not capable as a Dealer 5 with the standard training will be deemed unfit and may, at the employee's option, either choose to displace the most junior employee in any non-Dealer classification where he or she has previously worked or be severed from employment with notice paid in accordance with the Employment Standards Act. At or around eighteen (18) months after commencing as a Dealer, **all D1 to D4's will be given notice of this Article with a copy to the Union Chairperson. If requested a training program will be established which will allow the employee to complete all necessary training for games in the twelve (12) month period.**

Where an employee is not offered the required training or has been absent for in excess of six (6) months on an approved leave and yet has otherwise shown an intention to train during the thirty (30) month period, the Employer and the Union will meet and will set an extension which in no case shall exceed a further twelve (12) months.

Where an employee has failed to progress to the next Dealer level despite taking the training three (3) times, then he or she will be disentitled from further training and will be given notice of Article 26.09 and the deemed unfit provisions therein. If the employee chooses to train on his or her own, she or he may request a test under Article 26.05 and, if successful, may continue to train and progress.

26.10 In the transition to the new Dealer Classification system above, it is understood there will need to be ongoing communication with the union.

26.11 All Dealers in the former classification 3A or 3B at the time of ratification of this Collective Agreement who have signed a waiver of training prior to August 31, 2007 will be provided with a one time opportunity following the ratification to agree to be excluded from the operation of Article 26.09 and may elect to remain with his or her current game mix. In such a case these individuals will not be offered or provided further training.

26.12 All other existing Dealers will be expected to progress and the period of thirty (30) months for these employees will commence effective the date of ratification of this collective agreement.

## **ARTICLE 27 TRAINING**

27.01 Should the Employer elect to train employees to be able to work outside their classification in the event of emergencies or unexpected fluctuations in business, such training may be offered as paid or voluntary training.

27.02 Training opportunities will be offered to employees (other than for Dealers which training will be in accordance with Article 26) within a classification by seniority.

27.03 Employees who are called in for mandatory training or departmental meetings outside their regular shift will be paid at their regular rate for the time spent at the meeting or for a minimum of four hours, whichever is more. Time spent at meetings that extend a shift will be added to the total shift time.

27.04 Employees who participate in any voluntary training or departmental meetings will not be paid.

### **27.05 Dealer Training for Non-Dealers**

The Employer agrees to provide opportunities for seniority rated non-dealer employees to cross-train as Dealers. Such training will be based on business demands and management's discretion. In order to be eligible for consideration for participating in this training program, an applicant must meet the following requirements:

- (a) Minimum of six (6) months in current position
- (b) Not enrolled in the Attendance Management Program or has any corrective actions relating to insubordination or sub-standard customer service for the last 12 months
- (c) Suspension free record for twelve (12) months

(d) Pass the Pre-screening test

Pre-screening testing must be taken during non-working hours and can be taken up to a maximum of once every 6 months. Once an employee has met the above requirement they will be given the opportunity to participate in the training based on seniority. Training will be unpaid and the Employee may access lieu time, vacation and/or the Employer will work with the employee to determine if there is any available work around the time of the training so as to prevent interruption of earnings. Once the employee has completed the training course successfully, they will be able to apply for any dealer positions as per Article 20. If the employee fails the training course, he/she will be given one more opportunity to attend.

## **ARTICLE 28 LEAVE OF ABSENCE**

28.01 The Employer may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on a leave of absence, unless agreed otherwise by the Union. An employee requesting a leave of absence shall do so in writing at least three (3) weeks prior to the commencement of the requested leave, except in cases of emergency. The Employer will respond to such request in writing within one (1) week. Approval of requests for leave of absence shall not be unreasonably denied.

An employee on a leave of absence will be provided the opportunity to make appropriate arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to six (6) months of continued absence. Benefit coverage will be maintained by the Employer for those employees who are absent on an approved medical leave of absence. In those cases where an employee absent on a medical leave does not qualify for Long Term Disability and yet does not return to work, the employee will be provided the opportunity to make appropriate arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to one (1) year of continued absence

### **28.02 Union Leave**

The Employer will grant a leave of absence without pay but without loss of benefits or seniority to up to three (3) members of the Union at any one time to attend Union business outside the facil-

ity for up to a total of sixty (60) cumulative days per year, provided proper advance notice was given to the Employer. The Employer will continue the wages of an employee on such leave and will bill the Union monthly for reimbursement.

### **28.03 Local/National Union Position Leave**

Any seniority employee elected or appointed to a full-time position in the local Union or National Union will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits and RRSP contributions to someone elected to a full-time position in the local Union and will bill the Union monthly for reimbursement.

### **28.04 Military Leave**

Any employee who is an active member of a Canadian Reserve Status Militia Unit will be granted an unconditional leave of absence to fulfil his/her military obligation if he/she is called into Active Military Status, providing a copy of the official deployment standing order accompanies the Leave of Absence Application Form. The employee's seniority will accrue during such leave of absences.

### **28.05 Political Office Leave**

Any seniority employee who is elected to the Federal, Provincial or Municipal Government will be granted a leave of absence without pay or benefits to fulfil his/her term of office. A written request for such leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue during such leave of absence. An employee returning to work from such leave of absence will inform his/her employer at least three (3) weeks in advance.

### **28.06 First Nation Leave**

Any seniority employee elected or appointed to a full-time position of the Mississaugas of Scugog Island First Nation will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in

cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits where a reimbursement arrangement is made with the First Nation.

#### **28.07 Family and Emergency Leave**

- (a) Employees will be entitled to take up to an eight (8) week unpaid family medical leave in accordance with the Employment Standards Act to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks. The Employer will continue benefit coverage. The employee will continue to accumulate seniority while on a Family Medical Leave of Absence. An employee may requesting a Family Medical Leave of absence will notify the Employer as soon in advance as is possible except in cases of emergency. An employee may return to work before the end of the leave. The employee will give two (2) weeks notice to the Employer of the date on which they intend to return.
- (b) The employer will grant to employees ten (10) days of unpaid emergency leave each calendar year. Emergency leave may be taken in case of A personal illness, injury or medical emergency, the death, illness, injury, medical emergency of an immediate family member or other urgent matter that concerns an immediate family member. An Emergency leave of Absence may be taken consecutively or as one (1) day at a time. An employee will inform the Employer he or she will be taking an emergency leave of absence and if an employee has to begin an emergency leave before notifying the Employer, he/she must notify the Employer as soon as possible after starting the leave. Once an employee has been granted an emergency day or leave, the Employer will not call the employee to try to get them to come to work.

#### **28.08 Medical Leave**

Benefit coverage will be maintained for employees who are absent on an approved medical leave of absence. An employee re-

requesting a Medical Leave of absence will submit medical documentation as far in advance of the date of commencement of the requested leave as is possible except in cases of emergency. An employee returning to work from a medical leave of absence will submit medical documentation stating the employee is fit to return to work at last two (2) weeks in advance. Where an employee does not qualify for Long Term Disability and yet does not return to work, the employee will be provided the opportunity to make appropriate arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to one (1) year of continued absence.

28.09 An employee returning from an approved leave of absence shall be returned to his/her former position with shift and days off, if available, seniority permitting. If an employee does not have the seniority to return to their regular position, or if the position no longer exists, the employee will displace the junior employee in the classification, seniority permitting, or will be laid off and the layoff and recall provisions of the collective agreement will apply.

## **ARTICLE 29**

### **PREGNANCY, PARENTAL AND ADOPTION LEAVE**

29.01 The Employer will grant the employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.

29.02 An employee who qualifies for pregnancy, parental or adoption leave and wishes to take such a leave shall give the Employer at least two (2) weeks notice in writing of the day upon which the employee intends to commence the leave.

29.03 An employee who intends to resume employment on the expiration of a leave of absence granted pursuant to this Article shall so advise the Employer at least four (4) weeks in advance.

29.04 At the end of the leave, the Employer shall reinstate the employee to the same position with the same or similar shift and days off, displacing others with less seniority as necessary. If this opportunity is now unavailable, the Employer will provide the employee with alternative work of a comparable nature. The employee will be reinstated without loss of seniority.

29.05 Employees on pregnancy, parental or adoption leave will receive health and welfare benefits provided in this Agreement.

29.06 Where a seniority rated employee is off work on an approved pregnancy or parental leave and he or she qualifies for and is in receipt of Employment Insurance benefits, the Employer will re-pay both the weeks of lost earnings that were incurred during the waiting period. In no event will the employee receive a supplement which is greater than 100% of the employee's normal gross weekly earnings.

29.07 The Employer will provide a Supplemental Employment Benefits Plan which will pay a weekly gross payment of the lesser of \$100.00 or his or her average weekly earnings for an employee who is on an approved pregnancy or parental leave and is in receipt of Employment Insurance Benefits. In no event will the employee receive a supplement which, when added to the employee's Employment Insurance benefit, is greater than 100% of the employee's normal gross weekly earnings.

## **ARTICLE 30 JURY DUTY**

30.01 An employee who has completed his or her probationary period called for **jury** duty or subpoenaed as a Crown witness shall receive for each day absent from regular scheduled working hours, the difference between hourly earnings lost and the amount of **jury** or witness fee received.

30.02 Employees shall furnish evidence (Certificate of Service signed by the Clerk of the Court) 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 payments.

30.03 Employees are required to report for work on days when they are not required on **jury** duty or to testify as a subpoenaed witness under 30.04 below in a court of law. Employees on **jury** duty who work in classifications that operate seven (7) days per week will, if they are on **jury** duty for more than three (3) days, be notionally placed on a Monday - Friday schedule matching the **jury** duty until the end of the week the **jury** duty or testifying as a subpoenaed witness concludes so as to minimize any disruption with their normal earnings and time at home while still meeting the employer's operational requirements. The purpose of this Article is to ensure that employees shall receive consistent hourly earnings from the Casino despite the **Jury/Crown Witness** duty.

30.04 Employees required to testify on behalf of the Employer or

the Crown with respect to workplace incidents will be considered as working for all time spent in this regard. The Employer will pay employees the difference between the amount of money the employee receives from the summons and his or her regular hourly pay, reasonable expenses for meals, parking, out of town travel expenses or accommodations, upon presentation of receipts.

## **ARTICLE 31 BEREAVEMENT LEAVE**

31.01 In the event of the death of a seniority employee's immediate family member, the employee shall be granted an excused absence of three (3) normally scheduled consecutive and complete work-days (irrespective of regular days off and holidays). It is agreed and understood that "days leave" in the case of part-time employees, means the next three (3) days commencing with the date of death (or the day of the funeral if outside those three [3] days), whether scheduled or not, and in the case of full-time employees, means the next three scheduled shifts (irrespective of regular days off and holidays).

31.02 Immediate family for the purposes of this Article shall mean the employee's spouse including common-law or same sex partner, and the employee and their spouse's parent, step-parent, child, step-child, spouse of child, grandparent, step-grandparent, grandchild, step-grandchild, brother or sister, brother-in-law, sister-in-law, legal guardian, step-brother or step-sister. The Employer reserves the right to request proof of the bereavement and proof of the relationship.

31.03 One day of bereavement leave with pay will be provided on the same basis as a leave in 31.02 in the case of the death of an aunt, uncle, niece or nephew of the Employee to attend the funeral. Unlike 31.02 this does not apply to in-laws and step family of a spouse or same sex partner.

31.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.

31.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight hundred (800) kilometres away from Great Blue Heron Charity Casino and where sufficient proof of need is provided.



**ARTICLE 32**  
**VACATION TIME AND VACATION PAY**

32.01 All employees shall earn vacation credits based upon their service. Employees earn vacation pay as a percentage of hourly gross earnings. Vacation time is an entitlement and is based on service with the Employer.

32.02 For the purpose of this Article, "gross wages" is defined as an employee's regular hourly earnings, overtime earnings, paid leave of absence earnings and holiday pay.

32.03 The vacation time and pay for regular full-time employees is listed below. As full-time schedules may vary daily, the vacation entitlement is expressed in total hours rather than days.

<b>Years of Service</b>	<b>Hours Per Calendar</b>	<b>Vacation Pay</b>
First five years	80 hours	4%
After five years	120 hours	6%
After ten years	160 hours	8%

32.04 On each January 1st, full-time employees will be advanced the full year's vacation time and pay for their service. The advanced pay will be based on expected regular full-time hours.

32.05 If an employee commences, terminates or changes employment status (ie. part-time to full-time) during the year, their credits will be advanced at that time pro-rated for the calendar year. Vacation may not be taken, except in exceptional circumstances, in the first six (6) months following a change to full-time status.

32.06 Vacation time for all employees must be taken during the calendar year in which it was earned, except for exceptional circumstances. Each department will designate when vacation can be taken and how many employees may be off at any one time.

32.07 If a full-time employee terminates his/her employment and has been paid more vacation than the year's entitlement, the extra vacation paid will be deducted from their final pay. If a full-time employee is absent from work for more than three (3) months of the year, his or her vacation pay advance for the following year will be adjusted on a prorated basis.

32.08 An employee who has earned vacation credits under the terms of this article and retires, quits or is terminated, shall receive

payment in lieu of vacation due such employee. In the case of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.

### 32.09 **Vacation Entitlement for Part-Time Employees**

Part-time employees will receive vacation payment instead of vacation days, on the following basis. The vacation entitlement is based on years of continuous service with the Employer.

<b>Years of Service</b>	<b>Vacation Payment/Unpaid Time</b>
First year	4% / 1 day per month up to 10 day max
After first year	4% / 1 Week and 5 days
After fifth year	6% / 2 weeks and 5 days
After tenth year	8% / 2 weeks and 10 days

For part-time employees, vacation is paid out bi-weekly and calculated on total earnings for the bi-weekly pay period. Part-time employees may book their corresponding weeks and days of unpaid vacation time each year. Weeks above must be taken as calendar week blocks of time away from work while days may be used individually.

Part-time employees will have the option of banking vacation pay which can be paid out on written request of the employee. All banked vacation pay will be paid out at the end of the calendar year.

### 32.10 **Vacation Scheduling**

Employees will be informed of their vacation entitlement at the beginning of each year. A vacation selection window will open no later than October 15 and will close on November 30 annually. The selected vacation will be reviewed and the Employer will post the approved vacation in each Department by no later than **January 1**.

Vacations will be selected and scheduled each year based on seniority, with full-time employees selecting first. Vacations will be selected by seniority on a rotational basis with the most senior employee in each classification being able to select a maximum of 80 hours before the next senior employee gets the opportunity to select his/her 80 hours until the vacation dates have been selected. Employees must review the vacation availability and be in a position to use seniority rights to make vacation selection when the rotation reaches them.

- Pick 1 Full-time employees by seniority may pick either a one (1) week or a two (2) week block (40 hrs or 80 hrs)
- Pick 2 Full-time employees by seniority may pick either a one (1) week or a two (2) week block (40 hrs or 80 hrs)

Note: A full-time employee may only select a two (2) week block in one of the two first picks.

- Pick 3 Part-time employees by seniority may pick their first one (1) week block.
- Pick 4 Eligible part-time employees by seniority may pick their second one (1) week block.
- Pick 5 Full-time employees by seniority may pick the remainder of their eligible vacation time.
- Pick 6 Part-time employees by seniority may pick the remainder of their eligible vacation time.

Any vacation that is not scheduled in the scheduling period will be taken at the discretion or as directed by the Employer and is subject to operational requirements.

### **32.11 Death in Family During Vacation**

An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

32.12 Where an employee becomes ill and eligible for sick leave prior to his/her vacation commencing, he or she shall have the right to temporarily terminate his or her vacation and when he or she becomes fit it will be rescheduled on mutually agreeable dates. If the employee recovers prior to the completion of the scheduled vacation, he or she will take vacation on those dates.

## **LETTER OF UNDERSTANDING – TRANSITION**

In accordance with Sub-Article 32.04 above, the transition from an earned pay vacation system to an annual advanced grant vacation system will take place with the first advance on January 1, 2008.

Between the date of ratification and December 31, employees will continue to earn vacation pay as a percentage of hourly gross earnings based on the vacation pay percentages above.

All current vacation banks and banks earned prior to December 31, 2007, paid and unpaid, may be maintained by employees and may be carried forward into calendar year 2008. Given the transition to the new vacation system, employees may also cash out these current 2007 vacation banks, recognizing that where vacation pay is taken as a cash pay out then the matching vacation time will be erased.

### **ARTICLE 33 PAID HOLIDAYS**

33.01 The paid holidays recognized by the Employer will be as follows:

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Aboriginal Day
Victoria Day	Canada Day	Family Day
Civic Holiday	Boxing Day	

33.02 Commencing January 1, 2008 each employee will receive one (1) personal paid holiday that may be scheduled in discussion with his or her manager or designate.

33.03 It is agreed and understood that given the nature of the Employer's operation, employees may be required to work on a holiday. Where an employee is scheduled to work on any one of the 'above-mentioned holidays, then in addition to any holiday pay he or she may qualify for, he or she shall be paid at the rate of time and one-half (1½) his or her base hourly rate, for all hours worked on any shift that commences on the holiday and not for any hours from any other shift that runs into the holiday.

33.04 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:

- (a) Absent on vacation;
- (b) Absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician which is submitted to the Employer on the day the employee returns to work.
- (c) Absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of work-

ing hours and provides evidence of this and cooperates fully into an investigation into such absence.

- (d) Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 33.03 (b) or (c) above, to work their entire shift (unless an early out is authorized) on the paid holiday, will not be eligible for premium pay or holiday pay.

33.05 Holiday pay for Part-time employees will be calculated in accordance with the Employment Standards Act and its regulations governing continuous operations. Full-time employees will receive pay based upon his or her regular scheduled hours rather than on an averaging. Full-time employees who are absent on short term, long term or WSIB will have lien time and pay calculated based upon an average. Where a holiday falls on a day when an employee is not scheduled to work or during an employee's vacation, and that employee otherwise qualifies for a paid holiday, then that employee shall be granted banked paid lieu time.

33.06 All employees who qualify for holiday pay will have his or her holiday pay and corresponding lieu time banked automatically, unless he or she provides a request form to be paid in advance to his or her supervisor. It is agreed that no more than six (6) months of lieu time may be carried at any one time by an employee or will be paid out. In order to schedule a lieu day, the employee must request the lieu time at least two (2) weeks in advance of the requested day off and prior to the schedule being posted. Lieu time will only be granted subject to the operational needs of the department.

## **ARTICLE 34**

### **HEALTH AND SAFETY**

34.01 The Employer and Supervisors all have responsibilities under the Occupational Health and Safety Act and will take all reasonable precautions for the safety of all employees.

34.02 The practice of safe working habits is the responsibility of each employee.

34.03 The Employer and the Union will have a Joint Health and Safety Committee ("JHSC") with three (3) members appointed by the Union and a matching membership appointed by the Employer. The Employer and the Union will jointly share responsibility for chairing such meetings.

34.04 The JHSC shall create terms of reference and duties, including establishing a schedule for workplace inspections under section 9 (28), to ensure due diligence and compliance with the Occupational Health and Safety Act.

34.05 All minutes and reports of the JHSC and all Form 7's under the WSIA will be provided to the union Health and Safety/WSIB Representative, (who will have sole responsibility to provide these to the CAW National Health and Safety Representative).

34.06 Time spent on JHSC workplace inspections and JHSC meetings shall be considered time worked and the members of the JHSC shall be compensated at their regular rate of pay for this time and also for up to one (1) hour of prep time in advance of JHSC meetings.

34.07 With proper advance notice to the Employer, a CAW National Health and Safety Representative may be present and participate in any meetings of the Joint Health and Safety Committee. The Representative may also investigate any critical injury or fatality, where this investigation is done openly and in conjunction with the Employer and the JHSC.

## **ARTICLE 35 DISCIPLINE**

35.01 When the Employer calls an employee to a meeting where discipline will be imposed, the employee will be informed of the right to have a Union steward present. The interview will not proceed until a Union representative is present and this provision is mandatory except where an employee expressly waives this right in writing in the presence of the steward.

35.02 Where an employee maintains a discipline free record for a period of twenty four (24) months, all records of discipline will not be relied upon in future discipline.

35.03 Where a dismissal is for theft or attempted theft, embezzlement, or any other fraudulent actions (whether involving the Employer, co-workers, customers), the Employer shall be required to establish that the employee committed the offence and will need to do so on the basis of there being clear and cogent evidence. If it is established that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.

35.04 In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence in 35.03 in light of the specific circumstances of the case and such penalty shall also not be subject to an Arbitrator's discretion. The imposition of such lesser penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

35.05 All discipline will be accompanied by a written record of discipline or discharge issued to an employee. Coach and counsels and other daily supervisory corrections, which may or may not result in notes being maintained and/or placed in an employee's file, are not disciplinary and may not be grieved. These will be admissible at hearings to demonstrate an awareness and understanding of the Employer's expectations and for no other purpose.

35.06 In circumstances where discipline is being grieved, the Employer will permit the affected employee to review, at Step 2, any video recording which the employer intends to rely upon as evidence. This will be subject to any AGCO approvals or requirements as to the procedure to be followed for such review. The Committee Person or Union Steward will be provided with the Surveillance Report so as to discuss the video content and will then return the Report. Videos and Reports will only otherwise be disclosed when subject to a "Raymond Order" by an Arbitrator properly seized with a grievance.

35.07 It is understood that given the nature of the workplace, suspensions pending investigation may be required for potential regulatory, law enforcement or statutory violations. Where such a situation occurs, the Employer will act to quickly conclude the investigation. Employer initiated investigatory regulatory suspensions shall not exceed seven (7) days, after which time the employee will be paid even if he or she is requested to remain away from work. If a suspension is extended because of the investigation of a regulatory or law enforcement agency, such longer period shall be without pay. An Arbitrator may order that the employee receive pay for this period where appropriate.

35.08 In order to ensure that discipline is issued in a timely manner, it is to be given within ten (10) calendar days of when the incident was first brought to the attention of the Employer, unless it is resulting from an incident being investigated by a law enforcement or regulatory agency or unless otherwise agreed.

## **ARTICLE 36**

### **GRIEVANCE PROCEDURE & ARBITRATION**

36.01 A grievance is defined as any difference or dispute arising between the Union and the Company relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

36.02 There are three types of grievance under this collective agreement:

- (a) An Individual Grievance, which is an unresolved complaint of an individual employee wherein he or she believes that the collective agreement has been improperly interpreted, applied or administered to his or her detriment.

An Individual Grievance may be submitted at Step 1 of the grievance procedure following the attempt to try to resolve the matter as per 36.04.

- (b) A Group Grievance, which is an unresolved complaint of a group of employees wherein they believe that the collective agreement has been improperly interpreted, applied or administered to their collective detriment. A group grievance may be submitted at Step 1 of the grievance procedure within ten (10) days of when the employees became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

- (c) A Policy Grievance which is an unresolved issue arising between the Union and the Employer around the interpretation, application or administration of the collective agreement but does not include matters which could be pursued either as an Individual or Group Grievance.

A policy grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure within ten (10) days of when the party became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

36.03 For the purpose of this Article, reference to “days” relating to Steps in the grievance and arbitration procedure shall mean calendar days.



36.04 Employees who have a complaint shall first take the matter up with their supervisor/Manager within five (5) days when the cause of the complainant occurred or ought to have reasonably come to the attention of the employee. The employee may be accompanied by a Steward and the Steward may also discuss the matter with the Supervisor/Manager before the grievance is committed to writing. If the grievance is not resolved within four (4) days of its first being raised, it may be taken in the following manner and sequence:

### 36.05 **Step One**

If the decision of the Supervisor or Manager is not satisfactory to the Steward, the Steward/Committee Person may appeal the decision in writing to the Department Head or designate within five (5) days after the Steward has received the decision. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. The Department Head or above and the Human Resources Department shall convene a meeting with the Committee Person within five (5) days of the appeal. A steward may also attend. The decision of the Employer shall be delivered in writing within five (5) days following the date of the meeting and, failing a satisfactory response in that five (5) day period, the union may proceed to the next step.

### 36.06 **Step Two**

If the decision at Step One is not satisfactory to the union, the union may appeal the decision in writing to the Human Resources Director or his/her designate within five (5) days after the union has received the decision. The General Manager and the Human Resources Director and/or their designates shall convene a meeting with the Chairperson, Committee person and/or a union representative from the Local or National Union within ten (10) days after receipt of the appeal. The decision of the Employer shall be delivered in writing to the chairperson within ten (10) days of the meeting.

36.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration. If no written request for arbitration is received within twenty (20) days after the decision under Step Two is given, the grievance shall be deemed to have been abandoned.

36.08 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step Two of the grievance procedure within ten (10) days after the date the discipline or discharge is effected.

36.09 A termination grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
- (b) reinstating the employee with or without compensation for time lost,
- (c) awarding a sum of money for loss of employment based on common law principles; or
- (d) by any other arrangement which may be deemed just and equitable by the parties or the Arbitrator.

36.10 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was first formally discussed or presented to the employer.

36.11 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

36.12 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

36.13 Each of the parties hereto will share equally the expenses of the arbitrator.

36.14 Time limits may be extended by mutual agreement where there is a basis for the request to extend time limits and where it is made in writing in advance of the expiry of the time limits. Consent to a brief extension requested under this article will not be unreasonably withheld. Notwithstanding the provisions of subsection 48(16), no Arbitrator shall have the jurisdiction to hear any grievance which has not been referred to arbitration within the twenty (20) days in strict compliance with the time limits on this Article or where the grievance was filed with the Employer later than twenty (20) days after the issue was known or ought to have been known

to the grievor. Failure to issue a notice to arbitrate within this time limit will result in the grievance being deemed to have been abandoned.

36.15 The parties agree that during the grievance procedure either party upon request is entitled to receive from the other disclosure of all relevant documents including any notes.

36.16 An employee who has a grievance and is required by the Union and notice provided to the Company to attend any Step meetings under the grievance procedure shall suffer no loss of regular pay to attend such meetings. It is understood, however, that such meetings will be scheduled by the Employer and may not be during regular working hours. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.

36.17 Upon two (2) weeks notice, an employee (other than a grievor) who is required at an Arbitration and is summonsed as a witness may attend the day or days of arbitration without loss of regular pay for such day or days if he or she was otherwise scheduled. Any conduct and travel money paid with a summons must be provided to the Employer.

### 36.18 **Grievance Commissioners**

As an alternative to the regular arbitration process the parties may agree in writing to the appointment of a person as a Grievance Commissioner who will act as a mediator/arbitrator under section 50 of the Labour Relations Act. The parties will establish a procedure providing for written briefs, timely and limited hearings and timelines for any decisions.

At the beginning of each year of the collective agreement the Union and the Employer will each write to the other with three names of Grievance Commissioners. Each party will pick two of the names off of the other party's list and these four individuals will be the Grievance Commissioners, sitting in rotation, for the next year.

Grievance Commissioners will have the same powers and be subject to the same limitations as an arbitrator under this agreement.

The Union and the Employer will review existing systems of expedited arbitration, grievance resolution, existing in other sectors and developing models for early resolutions. By no later than June 2009, the parties will establish a trial program for expedited arbitration and will select some appropriate grievances for processing.

## **ARTICLE 37 CESSATION OR EXPANSION OF OPERATION**

37.01 Where possible, the Employer shall advise the Union and the employees at least one hundred and fifteen (115) days in advance of any planned permanent shutdown of its Casino. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.

37.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss the closure with a view to ensuring an orderly closure, to consider available public resources to support employees for a labour adjustment program and to negotiate a closure agreement.

37.03 If the casino arranges to move to a new location, the Company agrees to advise the Union of the planned date for the move as soon as practical after the date is set, and will also promptly advise the Union of any changes to the planned moving date. The company agrees to meet with the union to discuss any impact the move may have on the bargaining unit with respect to the planned relocation.

## **ARTICLE 38 CONTRACTING OUT**

38.01 The Employer and the Union have discussed the impact of contracting out or contracting in of work on guest services and on current employees. The Employer will not contract out bargaining unit work where this results in the layoff of one or more employee(s).

38.02 If contracting is being considered within the core functions of the work of the classifications represented by the union, the Company will meet with the Union to notify and discuss the nature, scope and approximate duration work to be contracted out and to discuss alternatives.

## **ARTICLE 39 TECHNOLOGICAL CHANGE**

### **39.01 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.

### **39.02 Advance Notice**

If the Employer anticipates that a technological change will likely result in the direct loss of employment of any employee(s) in the bargaining unit the Employer undertakes to notify the Union at least forty-five (45) days in advance. The Employer will then meet with the Union in advance of the implementation to discuss the nature of the changes and to identify the positions eliminated.

### **39.03 Training**

Where a technological change results in a reduction to a classification and there exist a need for employees in another classification, such employees shall at the expense of the Employer, be provided with a reasonable period of training. Employees displaced from their jobs; as a result of a technological change will have the right to displace junior employees pursuant to the layoff provisions of the Collective Agreement.

### **39.04 New Positions**

Any new position created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

## **ARTICLE 40 UNION PENS, PINS**

40.01 Employees will be permitted by the Employer to use pens, pins and lanyards bearing the name of the union. It is agreed that these will not make any other statement and will be consistent with any reasonable policy under 40.02 below.

40.02 The Employer provides uniforms to present a professional clean and consistent image to its patrons and, as such, the Employer may establish policies regarding appearance and including the wearing of any pins, lanyards or other labels. Employees are entitled to wear a poppy or pin in early November.

## **ARTICLE 41 NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE**

41.01 While it is understood by both the Employer and the Union that many areas of the Employer's operation cannot be abruptly ceased (including but not limited to slots, and any employees han-

dling money and/or chips), where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the Day of Remembrance for Women Victims of Violence. To mark the observance, any flags shall be lowered to half-staff.

## **ARTICLE 42 TRAVEL ALLOWANCE**

42.01 Where an employee is required to use his or her own automobile for Employer authorized business and where such use and expense is approved in advance of being incurred, he or she will be reimbursed at the same rate per kilometre in accordance with the Employers policies for other hourly staff.

## **ARTICLE 43 GAMING REGULATIONS**

43.01 The operations of the Employer and the employment of its employees are governed by gaming laws, acts and codes, regulations and directives. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of any valid laws, acts and codes, regulations and directives and subject to the authority and directives of any authorized Gaming Authority and will be interpreted as necessary to ensure compliance.

## **ARTICLE 44 CLASSIFICATIONS AND WAGES**

44.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule "A" and forming part of this Collective Agreement.

## **ARTICLE 45 PAYMENT OF WAGES**

45.01 The payment of wages will be made biweekly on Thursday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.

45.02 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows:

- (a) Pay shortages of less than six (6) hours, pay shortages that arise out of employee error and pay overages will be adjusted on the next pay cheque.
- (b) Pay shortages of six (6) hours or more will be adjusted within three (3) business days of the shortage being identified to the supervisor.

45.03 Employees to be notified by Payroll of the garnishment of their wages, with a copy of the documentation to be provided to the employee, by the employer.

45.04 Where requested, a printout of paid hours will be made available for review to the employee within a reasonable time.

## **ARTICLE 46 REPORTING PAY**

46.01 Any employee reporting for work on their regular scheduled shift, and who has not been notified not to report to work, will receive a minimum of four (4) hours pay at the applicable hourly rate, except when the circumstances are beyond the control of the Employer.

46.02 **As** a condition of payment pursuant to 41.01 above, the employee must perform such work as is assigned by the Employer.

## **ARTICLE 47 EMERGENCY CALL BACK PAY**

47.01 Employees will receive four (4) hours' pay at the applicable hourly rate of pay for all hours worked, if called in outside of their scheduled hours. This minimum does not apply when employees work into their regularly scheduled work day.

## **ARTICLE 48 SICK LEAVE**

48.01 Employees will accumulate Sick Leave Payments based upon two (2%) percent of their actual hours worked to a maximum of forty (40) hours.

48.02 Employees may utilise this Sick Leave payment for time away from work missed due to sickness. There are no advances or payouts of sick time.

48.03 Sick leave benefits paid to an employee pursuant to this article will be paid at the employees' regular straight time hourly rate of pay at the time of absence.

48.04 Where a seniority rated employee is off work on a non-work related illness or injury and he or she qualifies for and is in receipt of Employment Insurance sick benefits, the Employer will repay up to one (1) week of lost earnings that were incurred during the waiting period. In no event will the employee receive a SUB benefit which is greater than 95% of the employee's normal gross weekly earnings.

48.05 The Employer will provide a Supplemental Employment Benefits Plan which will pay a weekly gross payment of the lesser of \$100.00 or his or her average weekly earnings for an employee who is on an approved sick leave and is in receipt of Employment Insurance Benefits. In no event will the employee receive a SUB benefit which, when added to the employee's Employment Insurance benefit, is greater than 95% of the employee's normal weekly earnings.

## **ARTICLE 49 HEALTH, DENTAL, LIFE AND LTD**

49.01 The Employer will provide the union with a copy of the full text of the benefit plans. It is understood that the Employer may at any time substitute another carrier for any Plan provided the health, dental and life insurance benefits conferred by this collective agreement are not substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain and discuss the proposed change and will provide a full copy of the proposed plan.

49.02 It is understood that the employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. Where requested by an employee the Employer will, in good faith, support them in their communications with the carrier and in ensuring that the carrier considers and responds to the employee's concerns. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this agreement.

49.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. The Employer will inform employees of the ability to enrol and make all forms available.



49.04 The Union and the Employer will discuss methods of ensuring that benefit costs are managed in a cost effective and yet beneficial manner.

49.05 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums for these Plans are 100% paid by the employer except where outlined below.

49.06 The Employer will move to reduce the waiting period to three (3) months and would have the Plans structured, where possible, so as to allow for part-time employment to count towards the waiting period.

49.07 Subject to any limitations below, the Life, Long Term Disability, Prescription Drug & Health, and Dental insured plans will provide the following benefits for eligible full-time employees and as outlined for their spouse and/or eligible dependents as provided in the existing plans except as specifically amended by this article.

#### 49.08 **Long Term Disability**

The Employer will maintain its current or a substantially similar Long Term Disability Plan which provides no lesser benefit for any qualified full-time employee who is totally disabled for a period of longer than one hundred and nineteen days. Participation for full-time employees is mandatory.

The Employer will discuss with the union the possibility of an independent medical assessment dispute resolution system.

#### 49.09 **Dental**

- (a) Basic routine service, covered at one hundred percent (100%) for twice annual (calendar year) oral examinations, twice annual polishing and fluoride treatments, twice annual X-Rays (except full mouth and panorex which are every two years), extractions, fillings, space maintainers, denture adjustments and periodontics. All of this paid at the current ODA fee schedule.
- (b) A complete examination once every three (3) calendar years and an oral examination or recall examination every calendar year.
- (c) Major dental services covered at eighty percent (80%), gold inlays and onlays (every five calendar years), reten-

tive pins in inlays, onlays and crowns (every calendar year), jackets, crowns and bridges to rebuild and replace missing teeth (once every 5 calendar year), prosthetics (once every 5 calendar year).

- (d) All basic and major services combined are subject to a calendar year maximum of \$1500.00. Effective January 1, 2009, this maximum will be increased to \$2000.00.
- (e) Dentures covered at eighty percent (80%) to a three thousand dollar (\$3000) lifetime maximum.
- (f) Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of one thousand and live hundred dollars (\$1500) for dependent children aged six (6) to eighteen (18). Effective January 1, 2009, this maximum will be increased to \$2000.00. A treatment plan must be submitted in advance and the initial payment will be no more than 33.33% of the total treatment cost.
- (g) Expenses in excess of five hundred (\$500.00) dollars will be subject to a pre-approval of a treatment plan.

#### 49.10 **Prescription Drug & Health**

- (a) reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. This does not include over the counter drugs and the maximum one time payment will be for a ninety (90) day supply.
- (b) employee to be provided with a drug card
- (c) semi private hospital care (where available and excluding chronic care)
- (d) vision care is 100% reimbursement to a maximum of three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses or Laser Eye Surgery and up to sixty dollars (\$60.00) for an eye examination every two (2) years.
- (e) Paramedical services including chiropractor, chiropract, massage therapist, audiologist, naturopath, osteopath, podiatrist, psychologist, acupuncturist and speech therapist reimbursed subject to a yearly maximum of five hundred dollars (\$500) per practitioner/specialty once any OHIP maximum is satisfied.

- (f) Physiotherapist services reimbursed up to a yearly maximum of one thousand dollars (\$1000) for each covered person once any OHIP maximum is satisfied.
- (g) Defined room and board charges (excluding chronic care) in a convalescent home or physical rehabilitation facility where certified as medically necessary, where residence occurs within 48 hours of a hospital stay of at least five days and where it is due to the same sickness or accidental bodily injury which was the reason for the hospital stay. The maximum benefit period is 180 days and the charges are limited to the difference between the Provincial Medical Allowance and the institution's semi private room charge.
- (h) the purchase, repair or replacement (excluding replacement batteries and routine maintenance) for hearing aids are covered up to five hundred dollars (\$500) every five (5) year period for each insured individual.
- (i) orthopedic shoe coverage is one pair per calendar year up to a maximum of one hundred dollars (\$100) for an insured individual as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and custom constructed.
- (j) orthotics are covered at five hundred dollars (\$500) for an insured individual per calendar year, which are specifically designed and custom constructed and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (k) The cost of a wig where hair loss is due to accidental injury or illness when prescribed by a physician up to a lifetime maximum of \$1000.00.
- (l) Nursing care by an RN, RPN or **RNA** up to \$5,000.00 maximum every twelve consecutive months excluding care rendered in a hospital, by a relative or person sharing an address with the insured or for care which does not require the specific skills of an RN, RPN or RNA.
- (m) out-of-country medical coverage for emergency medical services up to the difference between reasonable and customary charges and the respective Provincial Medical Allowance. To be eligible the insured must be insured for OUT of Canada coverage by a Provincial

Medical Plan and the treatment must be one which could not be delayed without medical risk until the return to residence.

- (n) Out of country travel assistance including emergency evacuation, repatriation of body of deceased and return of automobile subject to existing terms, limits and conditions.
- (o) coverage for smoking cessation products up to a lifetime maximum of \$350.00.
- (p) coverage for prescription drugs for the treatment of infertility are limited to a lifetime maximum of \$15,000.00.
- (q) Reasonable and medically necessary medical supplies such as artificial limbs, eyes, splints, trusses, oxygen, IUDs, crutches, surgical supplies, wheel chair or hospital bed.
- (r) Coverage for diabetes supplies
- (s) Reasonable and customary ambulance services within the Province.

#### 49.11 **Life Insurance**

##### **Full-time**

- (a) Basic Life Insurance of two times (2X) the employee's annual base salary with a non evidence maximum of \$150,000 and a maximum of \$300,000. The maximum after age 65 until termination of the benefit at age 70 is reduced 50% and subject to a maximum of \$150,000. Premiums are 100% paid by the Employer.
- (b) Accidental Death and Dismemberment with a principal sum equal to the employee's life insurance.
- (c) Dependant Life Insurance of ten thousand dollars (\$10,000) for each dependant child or twenty thousand dollars (\$20,000) for the employee's dependant spouse subject to the existing terms, conditions and limitations.

##### **Part-Time**

Effective January 1, 2008, Basic Life Insurance of twenty thousand dollars (\$20,000). Premiums are 50% paid by the Employer and 50% paid by the employee.

49.12 The benefit plans, save and except Long Term Disability coverage, will continue upon lay off of an employee until the last day of the month following the month of lay off.

## **ARTICLE 50 REGISTERED RETIREMENT SAVINGS BENEFIT**

50.01 All employees, after six months of service, qualify for an Registered Retirement Savings Benefit. A similar non Registered Retirement Plan will be arranged for Status employees.

50.02 The Charity Casino will pay a contribution of two percent (2%) of each employee's gross hourly wages if he or she enrolls in the Plan. A further matching contribution of up to two percent (2%) of each employee's gross hourly wages will be made by the Employer if the Employee commits to making contributions in the Plan through payroll deduction.

50.03 Effective September 1, 2010, the Great Blue Heron Charity Casino will pay a contribution of two (2) percent of each employee's gross hourly wages if he or she enrolls into the Plan. A further matching contribution of up to three (3) percent will be made if the employee commits to making contributions through payroll deduction.

50.04 The RRSP is provided for retirement savings and the Union and the Employer recommend any withdrawal be carefully considered. The employee who makes any deductions from his /her account will be responsible for all tax consequences and any administrative fees levied by the account manager.

## **ARTICLE 51 GRATUITIES/GIFTS**

51.01 Employees will not accept gifts or gratuities except as expressly provided by the Employer's policies. There can be no individual or group grievances around entitlement to/or process for distribution of gifts and gratuities. Where required by law the Employer will administer the tips through payroll and make deductions. The division of the tips will be as determined by the Union or a Tip Committee established by the Union.

51.02 The Employer agrees to recognize tip committees for each department or classification which shall be selected by the employees and which shall create by-laws with the assistance of the Union Chairperson.

## **ARTICLE 52 GAMING LICENSE**

52.01 The Employer will reimburse the Gaming License fee paid by the employee on his or her first pay cheque after successful completion of the probationary period. If the employee resigns or is dismissed for cause prior to sixty (60) days worked following successful completion of probation then the fees paid will be owed to the Employer and will be withheld from any wages owing.

52.02 The Employer will pay the subsequent AGCO fees for renewal of the license and will pay mileage expenses where such are incurred.

52.03 When an employee is required to attend at the AGCO for his or her four year renewal and is scheduled to work on that day, he or she will be provided with an additional shift giveaway to be used for that day or may arrange a shift switch.

## **ARTICLE 53 EQUIPMENT AND TOOLS**

53.01 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 this property and may be required to sign out certain equipment and tools. Employees will be held responsible for the cost of a tool or equipment under their car where it is lost or damaged as a result of their negligence or deliberate actions.

## **ARTICLE 54 UNIFORMS**

54.01 Uniforms shall be determined by, provided by and replaced by the Employer, as it requires on an as-needed basis.

54.02 Employees are responsible for caring for this or her uniform and maintaining it in a clean and useable state.

54.03 Upon leaving employment, an employee is required to return all uniforms provided and any and all keys, cards and other Employer material. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two (2) weeks of pay being withheld until such time as the employee has made contact with the Employer.

Thereafter up to \$250.00 may still be withheld unless the uniform and Employer material is returned or alternative arrangements suitable to the Employer and the employee are agreed upon.

54.04 Any uniform provided in a two (2) year period and not accounted for or returned upon request will be deducted from wages up to one hundred and fifty dollars (\$150.00).

54.05 The Employer will provide three (3) new jackets of varying sizes for the use of employees who have to go outside in the performance of their duties.

## ARTICLE 55 PERSONAL PROTECTIVE EQUIPMENT

55.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed in the provisions of the Occupational Health and Safety Act.

55.02 The Employer will also provide employees with such protective equipment, devices and safety clothing as it deems necessary, at no cost to the employees.

55.03 Employees shall be responsible for the safekeeping of the items. Such equipment, devices and clothing shall be replaced at no cost to the employee if required as a result of normal wear and tear.

55.04 Where an employee is required as a condition of employment to wear safety footwear, the Employer will provide each seniority employee with reimbursement up to one hundred and ten dollars (\$110) following the completion of the probationary period and once each calendar year thereafter upon provision of an original receipt and proof of purchase and use. This amount will be increased by five dollars (\$5.00) on the anniversary date of each year that this agreement is in effect.

55.05 Where a Physician indicates in writing that an employee requires an external appliance (eg. wrist, elbow or knee brace), this will be recorded in the employee's medical file and accommodated where possible.

## ARTICLE 56 BULLETIN BOARDS

56.01 The Employer will provide the Union with access to two (2) locked bulletin boards accessible to both the union and the Employer for the posting of the following notices:

- (a) Notices of union elections
- (b) Union election results
- (c) Notices of union meetings
- (d) Notices of union recreational and social events
- (e) Names of Stewards and Executive
- (f) Local union by-laws
- (g) Minutes of Union meetings

56.02 Notices shall be endorsed by the Chairperson or designate and must be provided to the Human Resources Director or designate prior to posting.

56.03 The bulletin board is provided solely and exclusively for the purposes identified above. It shall not be used to demean or make derogatory comments about employees, the Union, the Employer or management of the Employer.

## **ARTICLE 57 PARKING**

57.01 Employees must only park in designated areas at the Casino. The Casino will provide this area for parking without charge and is not responsible for any loss, theft or damage suffered by a user of the parking area.

## **ARTICLE 58 STAFF CAFETERIA**

58.01 The Employer shall provide for all employees a staff cafeteria including a microwave oven, toaster and providing, hot and cold food, refrigerated milk and soft drinks. The Employer will continue to provide bread, bread spreads, coffee, tea, pop, juice, and condiments or similar items at its discretion at no charge to the employee.

58.02 The staff cafeteria will be operated on a "break-even" basis, with prices set to recover the operating costs of the cafeteria.

## **ARTICLE 59 UNION RESOURCES**

59.01 The Employer agrees to provide the union with:

- (a) a telephone voice mail box;
- (b) up to five (5) mail slots;



- (c) use of a meeting or training room for meetings where it is not otherwise required by the Employer;
- (d) a locking file cabinet;
- (e) a union office, with a desk, chair and telephone line;
- (f) a computer and printer, and
- (g) use of the boardroom when it is available.

## **ARTICLE 60 PERSONNEL FILE**

60.01 The Employer will permit an active employee, upon the employee's reasonable request, to inspect his/her personnel file and/or his medical file, at a mutually acceptable time. The employee and/or union representative with written consent from the employee has the right to obtain copies of documents in his/her personnel file and the Employer, upon the employee's request, will furnish the requested copies. The review will take place in the presence of a management representative and there will be no right to remove items from the file.

## **ARTICLE 61 ATTENDANCE/REPORTING ABSENCE**

61.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Manager or his/her designate as far in advance as possible of his/her scheduled starting time, giving the reason she/he is unable to attend work, the date of expected return, and the details as to where she/he can be contacted during the absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where this is not medically possible or is otherwise demonstrably impossible.

### **61.02 Attendance Management**

Employees are required to cooperate with any reasonable Attendance Management Program including providing medical evidence where requested for an absence exceeding three (3) days in duration or otherwise where the Employer has reasonable cause for concern.

### **61.03 Modified Work**

The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based

upon medical limitations to ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation.

#### **61.04 Medical Evidence**

The Employer will pay for obtaining any medical evidence where the employee is sent for an independent medical examination to an Employer appointed physician. The cost otherwise of obtaining medical evidence shall be borne by the employee.

61.05 Medical evidence is required to justify absences and to determine fitness for work; however the Employer has no right to know the employee's diagnosis.

### **ARTICLE 62 SUBSTANCE ABUSE**

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

62.02 The Employer will continue to provide a comprehensive approach toward dealing with substance abuse and its related problems. Employer assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

62.03 The Employer will provide all normal group insurance benefits while an employee is under a medically prescribed course of substance abuse treatment.

### **ARTICLE 63 INJURY ALLOWANCE**

63.01 An employee who suffers from a compensable injury on the job and is medically required to lose time shall be paid for the balance of the shift. The Employee shall provide a doctor's note certifying the medical requirement. The Employer will arrange transportation for the injured employee to the Hospital if required and if the employee is not able to make arrangements on his or her own.

### **ARTICLE 64 EARLY OUTS**

#### **64.01 Voluntary Early Out**

The Employer will post a daily early out list for employees

at the beginning of each day. Employees may sign this list in order to be considered first for voluntary early outs.

Voluntary early outs will be distributed based on a first come first serve basis, full-time or part-time, except that those individuals who have taken a voluntary early out in the past two week period will be bypassed. If there are still available early outs, the bypassed employee will then be offered.

#### **64.02 Mandatory Early Out**

When there are insufficient volunteers for an Early Out opportunity, the part-time employees in the classification will be sent home starting with the least seniority and if there is no part-time employees then full-time employees will be sent home by reverse seniority. Affected employees will always receive the minimum call in pay regardless of mandatory early out.

64.03 There will be no mandatory early outs for full-time Count Team employees.

### **ARTICLE 65 LOCKERS**

65.01 The Employer will provide individual lockers with locks for all active employees and shall maintain in a sanitary condition dressing areas with washrooms. No representative of the employer shall open an employee's locker unless a union representative is present.

### **ARTICLE 66 CIVIL LIABILITY**

66.01 If any civil action or proceeding is commenced against an employee for an alleged tort committed by that employee in the performance of his or her assigned duties, the employee shall immediately notify the Director of Human Resources and shall provide a copy of the claim.

66.02 The Employer will maintain insurance for claims of negligence and the insurance carrier or its agent will meet with the Employer and the affected employee to determine the course of action and to establish legal counsel, where required. The employer will be responsible for the conduct of the action and the employee will cooperate fully. If the employee chooses to retain his or her own counsel, this article will cease to have application.

66.03 The insurance will provide that the employee is indemnified for any and all legal costs and any damages provided that the employee's actions were within his or her scope of authority and assigned duties and/or the conduct of the employee was neither illegal or grossly negligent.

## **ARTICLE 67 VIOLENCE AGAINST WOMEN**

67.01 The parties discussed the issue of violence and abusive situations that sometimes exist in employee's personal lives. The parties agreed that such aggressive and abuse behaviour is unacceptable. The parties further agreed that an employee in a verified or abusive or violent personal situation will be given full consideration prior to discipline for attendance or performance.

## **ARTICLE 68 WOMAN'S ADVOCATE**

68.01 The Employer provides an Employee Assistance Program to support employees with issues that may arise outside the workplace. The Union has stated that it believes that there is also a need for a Women's Advocate to support female employees in matters such as violence or abuse at home. The parties will meet to discuss this role and the possibility of the creation of this role within the Union structure at the Great Blue Heron Charity Casino.

68.02 The Employer will allow for up to eight (8) hours a month of paid leave time at the current rate for this Advocate, following the development of this role. This will commence no earlier than March 2008.

## **ARTICLE 69 TUITION REIMBURSEMENT PROGRAM**

69.01 The Employer agrees to provide full-time seniority rated employees with twelve (12) months continuous service at the time classes begin a tuition-fee subsidy program. The purpose of the tuition-sharing program is to assist employees in continuing their education in a way that increases job performance and efficiency or equips the employee for specific tasks.

69.02 In order to be deemed eligible, courses of study must be pre-approved as complying with 69.01 and must be in a degree certificate or diploma-seeking program at a recognized College, University, or Trade/Technical.

69.03 Employees who satisfactorily complete an approved course of study will receive a refund towards the cost of the approved course. Each specific course must be approved in advance to qualify under the program. A maximum of three (3) courses in a calendar year may be approved. The maximum repayment in a calendar year for all courses is \$1500 per employee.

69.04 Steps to be followed in making application under the tuition-sharing program:

1. Once the employee has determined their possible course of study, the employee may obtain an Education Assistance form. This must be completed and submitted to the Human Resources department for consideration in accordance with the conditions in this Article. A copy of this form will be returned to the employee.
2. If the application is approved, the employee may then register for the course with the school indicated in the application.
3. Upon successful completion of the course, the employee must provide the Employer with an official statement of the employee's positive standing in the course and official receipts to support the cost of tuition.
4. The refunded portion of the cost of the course will be declared as employee income for taxation purposes. All receipts will be returned to the employee along with the employee's refund.
5. In the event a participating employee leaves the employ of the Employer for any reason after the course approval date, no refund will be made for any costs incurred in taking the course. If an employee is laid off before completing an approved course, a refund will be made upon successful completion of the course. The Employer will approve no new courses initiated by an employee while on layoff.

69.05 This article does not apply to tuition fees for any course related to learning a table game.

69.06 The Employer will pay the cost to maintain any association or professional licensing fees that individual employees are required to maintain by the Employer as a requirement of his or her position.

**ARTICLE 70**  
**TIME OFF REQUEST FORMS**

70.01 The employee will have up to two (2) weeks prior to the schedule being posted to request time off. The employee will submit a Time Off Request form to their supervisor or manager or designate in their department.

70.02 Time Off Request will be returned to the employee indicating authorization approved or denied signed off and dated by a supervisor or manager or designate within five (5) days of receipt of the Time Off Request form.


**ARTICLE 71**  
**DURATION**

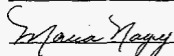
71.01 The parties agree that the stated term of this collective agreement shall be from the date of ratification until August 31, 2011.

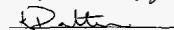
71.02 The effective date of all provisions or terms of this collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification.

71.03 It is agreed that this agreement commences a new legal relationship between the Union and the Employer and the contract terms govern that relationship.

71.04 Either party shall be entitled to give notice in writing to the other party as provided in the Ontario labour Relations Act, 1995, of its desire to bargain with a view to the renewal of the ninety (90) days before the expiry of the date of the Agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

  
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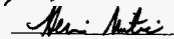
  
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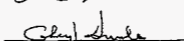
  
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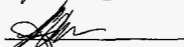
  
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**For the Union**

  
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**For the Employer**

## **LETTER OF UNDERSTANDING #1 PATRON BEHAVIOUR AND WORKPLACE SAFETY**

The Casino has an obligation to take all reasonable precautions for the safety of its employees and where any patron's actions are abusive, threatening or violent, the employee should immediately raise this with his or her supervisor. The Casino will draw the Patron's attention to its policy on respectful behaviour and will counsel them to change behaviour. If the behaviour is extreme *or* if the patron does not cease and desist when requested, the Casino will remove the Patron from the game and/or the Casino.

## **LETTER OF UNDERSTANDING #2 VIRTUAL ROSTER**

The Union committee will be provided with an introduction on the Virtual Roster software when it is being implemented by the Casino and may meet to discuss any problems that may arise during implementation.

## **LETTER OF UNDERSTANDING #3 TOURNAMENT PLAY**

The Casino hosts Poker and other tournaments as a means of generating patrons and providing an enhanced customer experience. It is understood that where there are tournaments and gaming occurs with non-valued chips then, depending upon the actions of the winner and the play level of those who are eliminated from the tournament, there may be an impact upon Dealer tokens.

The Casino will investigate ways in which those patrons who attend at the Casino for such Tournaments may be provided an opportunity to provide tokens to the Tournament Dealers if they so wish.

## **LETTER OF UNDERSTANDING #4 PART-TIME VACATION**

When a part-time employee books a week of vacation above (*a* consecutive 5-day block as opposed to using individual days) they may receive two (2) days off on either end to make for a total of 9 days away from work. This will be scheduled unless the employee indicates otherwise at the time of booking the vacation and does not deplete any further vacation time from them.

## **LETTER OF UNDERSTANDING #5 MAINTENANCE SKILLED TRADES**

In the event that the Casino determines that it wishes to employ persons possessing certified Journeyman's papers (Carpenter, Millwright, Plumber, etc) to perform the work of his or her respective trade then it will meet with the Union Chairperson and CAW Director of Skill Trades to discuss the issues of wages, work jurisdiction and other related implementation issues.

## **LETTER OF UNDERSTANDING #6 SAFETY FOOTWEAR**

The parties have had discussion on Safety Footwear and while the Employer has no obligation under the Collective Agreement, the parties have agreed:

- The Employer will make available CSA approved winter boots and rubber boots at no cost to the Maintenance Technicians in the Maintenance Department
- Such footwear will remain the property of the Employer and the Maintenance Technicians will be required to take reasonable care of this footwear and may be required to sign out these items
- Employees will be held responsible for the cost of the footwear where it is not returned upon request, lost or damaged as a result of their negligence or deliberate actions.
- This Letter of Understanding does not replace or change Article 55.
- The provision of this footwear does not create a binding practice. The Employer, at any time, has the right to rescind this letter.

## **LETTER OF UNDERSTANDING #7 FT/PT RATIO**

In negotiations, the parties discussed the operational needs of the Casino and the difficulties of scheduling and managing in an operation with a changing patron counts. It was discussed that full-time employment and part-time employment should each be used where appropriate and the Union noted that there should be a preference for the creation of full-time employment where there is a regular and consistent schedule of full-time work available to be performed.



During the life of this Agreement, the Employer and the Union will meet every six (6) months and will review, by department, the full-time and part-time complement, the schedules, ratios and hours of work. All information reviewed at the meeting will be provided to the Union.

### **LETTER OF UNDERSTANDING#8 UNION PEL**

The Employer will contribute three (\$0.03)per hour worked, up to an annual maximum of \$25,000 for the purpose of providing paid education leave. Such leave will be for upgrading the employee **skills in all** aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union and sent by the Company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. HI, Port Elgin, Ontario, NOH 2C5.

### **LETTER OF UNDERSTANDING#9 INSPECTORS**

Further to the Letter of Understanding signed between the parties on June 16, 2005, the CAW indicated in negotiations that it now wishes to represent the Table Games Inspectors; therefore, it is agreed that current Inspectors will be offered the individual choice of being represented by the Union or not in their employment. All future Inspectors will be hired as members of the Union under the posting process of this Agreement.

### **LETTER OF UNDERSTANDING#10 EXPANSION BONUS**

The Employer will pay an additional bonus in the gross amount of \$500 per employee as of September 1, 2009 for all employees employed on that date.

### **LETTER OF UNDERSTANDING#11 BENEFIT COSTS**

The parties have agreed to meet and look for ways to manage increasing benefit costs through management processes which do not affect employee availability to benefits (i.e. Managed dispensing fees, formulary review, generics, etc).

## **LETTER OF UNDERSTANDING #12 DEALER DEVELOPMENT**

Effective the date of ratification, all existing Dealers will have their Dealer levels reviewed.

All current Dealer 2's who have Pai Gow training will immediately be placed on the new Dealer 3 pay scale.

All Dealer 3's will be moved to the new Dealer 4 pay scale. This includes Dealer 3's who, in accordance with the Article of the agreement, elect not to change their game **mix**.

All Dealer 4's will be moved immediately to the new Dealer 5 pay scale.

Those Dealers who are already dealing all games will immediately begin accumulating hours towards his or her Dealer 6 rating.

## **LETTER OF UNDERSTANDING #13 INSPECTORS**

Given the transition of the Inspectors into a bargaining unit position, it is agreed that all Inspectors who are covered by this agreement will continue to maintain their existing vacation and RRSP credits notwithstanding the terms of this agreement, save and except where this agreement provides a greater right or benefit.

Given the transition of these positions, it is further agreed that for the duration of this collective agreement any posted Inspector positions (which will be posted as positions within the bargaining unit) will, notwithstanding the posting provisions in the agreement, be filled by the senior applicant where knowledge, skill and ability are otherwise relatively equal.

## **LETTER OF UNDERSTANDING #14 COMMITTEE AND CHAIR PAY**

Bargaining unit members who are elected to Committee roles will receive the greater of their current hourly base rate of pay or the pay rates established in Article 9 of the Collective Agreement.

## **LETTER OF UNDERSTANDING #15 PART-TIME BENEFITS**

Effective the date of ratification, all part-time employees will receive \$0.75 per hour worked in lieu of benefits rather than the cur-

rent \$0.50 per hour. In addition to this increase, part-time employees will also become eligible immediately to participate on a co-pay basis for life insurance coverage of up to twenty thousand (\$20,000) dollars.

The Union and the Employer will immediately establish a Committee that includes up to three (3) Part-time Employees and this group will then conduct a review to determine the level of benefits which could be made available to part-time employees using these same resources and the appeal of such benefits to the part-time employee group. This Committee will make a recommendation by no later than one (1) year following ratification and every effort will be made to implement any recommended plan in calendar year 2009.

### **LETTER OF UNDERSTANDING#16 MEMORANDUM OF AGREEMENT/LUMP SUM**

In determining the hours worked for the purposes of the one time payment, it is understood that all full-time employees who have worked at the Charity Casino for at least one (1) full year prior to September 1, will receive the maximum payment regardless of actual hours worked. All other employees will have the payment based on their actual hours worked with the minimum payment being seven hundred and fifty dollars (\$750.00) and for this purpose the employer will include vacation time, paid lieu time used and statutory holidays.

## SCHEDULE A WAGE SCALE

Employees will progress through a Wage Scale in the following manner:

From hire to completion of six (6) months	80% of the Job Rate
After six (6) months until 12 months	85% of the Job Rate
After twelve (12) months until 18 months	90% of the Job Rate
After (18) eighteen months until 24 months	95% of the Job Rate
After twenty four (24) months	Full Job Rate.

Where an employee posts to a higher rated position, he or she will move to the first place on the new classification salary scale where there **is** at least a \$0.25 increase in hourly wage rate or to the top rate. He or she will then increase up the scale in six (6) month increments from the anniversary of the start date in the new position.

Where an employee posts to a classification with the same pay scale or a lower rated position, he or she will be placed on the new classification salary scale at the same progression point as he or she was in his or her old position and will progress in six (6) month increments from the anniversary of the **start** date of the old position.

## Schedule A

Classification	Date of Ratification	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
1st cook	\$18.32	\$18.82	\$19.32	\$20.02
2nd cook	\$16.48	\$16.98	\$17.48	\$18.18
3rd cook	\$14.32	\$14.82	\$15.32	\$16.02
Bartender	\$13.39	\$13.89	\$14.39	\$15.09
Cafeteria Attendant	\$13.67	\$14.17	\$14.67	\$15.37
Cage Cashier	\$17.42	\$17.92	\$18.42	\$19.12
Coin Cage Cashier	\$17.42	\$17.92	\$18.42	\$19.12
Coin Cage Impresment	\$16.81	\$17.31	\$17.81	\$18.51
Count Team Member	\$17.71	\$18.21	\$18.71	\$19.41
Dealer-1	\$12.90	\$13.40	\$13.90	\$14.60
Dealer-2	\$13.10	\$13.60	\$14.10	\$14.80
Dealer-3	\$13.40	\$13.90	\$14.40	\$15.10
Dealer-4	\$13.70	\$14.20	\$14.70	\$15.40
Dealer-5	\$14.00	\$14.50	\$15.00	\$15.70
Dealer-6	\$14.60	\$15.10	\$15.60	\$16.30
Gaming Maintenance Technician	\$23.61	\$24.11	\$24.61	\$25.31
General Maintenance Technician	\$23.61	\$24.11	\$24.61	\$25.31
Groundskeeper	\$19.73	\$20.23	\$20.73	\$21.43
Guest Services Officer	\$14.59	\$15.09	\$15.59	\$16.29
Hostess	\$13.67	\$14.17	\$14.67	\$15.37
Housekeeper	\$15.99	\$16.49	\$16.99	\$17.69
Kitchen Receiver	\$16.65	\$17.15	\$17.65	\$18.35
Maintenance Assistant	\$19.60	\$20.10	\$20.60	\$21.30
MBC Cashier	\$17.42	\$17.92	\$18.42	\$19.12
Nevada Seller	\$15.58	\$16.08	\$16.58	\$17.28
Players Club Host	\$16.73	\$17.23	\$17.73	\$18.43
Porter	\$13.42	\$13.92	\$14.42	\$15.12
Prep Cook	\$13.42	\$13.92	\$14.42	\$15.12
Server	\$12.49	\$12.99	\$13.49	\$14.19
Slot Attendant	\$16.20	\$16.70	\$17.20	\$17.90
Slot Technician	\$23.61	\$24.11	\$24.61	\$25.31
Steward	\$13.42	\$13.92	\$14.42	\$15.12
Washroom Attendant	\$15.99	\$16.49	\$16.99	\$17.69

## September 1, 2007

Title	0.8 Start	0.85 6 mths	0.9 1 Year	0.95 18 mths	1 2 Year
1st cook	\$14.66	\$15.57	\$16.49	\$17.40	\$18.32
2nd cook	\$13.18	\$14.01	\$14.83	\$15.66	\$16.48
3rd cook	\$11.46	\$12.17	\$12.89	\$13.60	\$14.32
Bartender	\$10.71	\$11.38	\$12.05	\$12.72	\$13.39
Cafeteria Attendant	\$10.94	\$11.62	\$12.30	\$12.99	\$13.67
Cage Cashier	\$13.94	\$14.81	\$15.68	\$16.55	\$17.42
Coin Cage Cashier	\$13.94	\$14.81	\$15.68	\$16.55	\$17.42
Coin Cage Impressment	\$13.45	\$14.29	\$15.13	\$15.97	\$16.81
Count Team Member	\$14.17	\$15.05	\$15.94	\$16.82	\$17.71
Dealer-1	\$10.32	\$10.97	\$11.61	\$12.26	\$12.90
Dealer-2	\$10.48	\$11.14	\$11.79	\$12.45	\$13.10
Dealer-3	\$10.72	\$11.39	\$12.06	\$12.73	\$13.40
Dealer-4	\$10.96	\$11.65	\$12.33	\$13.02	\$13.70
Dealer-5	\$11.20	\$11.90	\$12.60	\$13.30	\$14.00
Dealer-6	\$11.68	\$12.41	\$13.14	\$13.87	\$14.60
Gaming Maintenance Technician	\$18.89	\$20.07	\$21.25	\$22.43	\$23.61
General Maintenance Technician	\$18.89	\$20.07	\$21.25	\$22.43	\$23.61
Groundskeeper	\$15.78	\$16.77	\$17.76	\$18.74	\$19.73
Guest Services Officer	\$11.67	\$12.40	\$13.13	\$13.86	\$14.59
Hostess	\$10.94	\$11.62	\$12.30	\$12.99	\$13.67
Housekeeper	\$12.79	\$13.59	\$14.39	\$15.19	\$15.99
Kitchen Receiver	\$13.32	\$14.15	\$14.99	\$15.82	\$16.65
Maintenance Assistant	\$15.68	\$16.66	\$17.64	\$18.62	\$19.60
MBC Cashier	\$13.94	\$14.81	\$15.68	\$16.55	\$17.42
Nevada Seller	\$12.46	\$13.24	\$14.02	\$14.80	\$15.58
Players Club Host	\$13.38	\$14.22	\$15.06	\$15.89	\$16.73
Porter	\$10.74	\$11.41	\$12.08	\$12.75	\$13.42
Prep Cook	\$10.74	\$11.41	\$12.08	\$12.75	\$13.42
Server	\$ 9.99	\$10.62	\$11.24	\$11.87	\$12.49
Slot Attendant	\$12.96	\$13.77	\$14.58	\$15.39	\$16.20
Slot Technician	\$18.89	\$20.07	\$21.25	\$22.43	\$23.61
Steward	\$10.74	\$11.41	\$12.08	\$12.75	\$13.42
Washroom Attendant	\$12.79	\$13.59	\$14.39	\$15.19	\$15.99

## September 1, 2008

Title	0.8 Start	0.85 6 mths	0.9 1 Year	0.95 18 mths	1 2 Year
1st cook	\$15.06	\$16.00	\$16.94	\$17.88	\$18.82
2nd cook	\$13.58	\$14.43	\$15.28	\$16.13	\$16.98
3rd cook	\$11.86	\$12.60	\$13.34	\$14.08	\$14.82
Bartender	\$11.11	\$11.81	\$12.50	\$13.20	\$13.89
Cafeteria Attendant	\$11.34	\$12.04	\$12.75	\$13.46	\$14.17
Cage Cashier	\$14.34	\$15.23	\$16.13	\$17.02	\$17.92
Coin Cage Cashier	\$14.34	\$15.23	\$16.13	\$17.02	\$17.92
Coin Cage Impressment	\$13.85	\$14.71	\$15.58	\$16.44	\$17.31
Count Team Member	\$14.57	\$15.48	\$16.39	\$17.30	\$18.21
Dealer-1	\$10.72	\$11.39	\$12.06	\$12.73	\$13.40
Dealer-2	\$10.88	\$11.56	\$12.24	\$12.92	\$13.60
Dealer-3	\$11.12	\$11.82	\$12.51	\$13.21	\$13.90
Dealer-4	\$11.36	\$12.07	\$12.78	\$13.49	\$14.20
Dealer-5	\$11.60	\$12.33	\$13.05	\$13.78	\$14.50
Dealer-6	\$12.08	\$12.84	\$13.59	\$14.35	\$15.10
Gaming Maintenance Technician	\$19.29	\$20.49	\$21.70	\$22.90	\$24.11
General Maintenance Technician	\$19.29	\$20.49	\$21.70	\$22.90	\$24.11
Groundskeeper	\$16.18	\$17.20	\$18.21	\$19.22	\$20.23
Guest Services Officer	\$12.07	\$12.83	\$13.58	\$14.34	\$15.09
Hostess	\$11.34	\$12.04	\$12.75	\$13.46	\$14.17
Housekeeper	\$13.19	\$14.02	\$14.84	\$15.67	\$16.49
Kitchen Receiver	\$13.72	\$14.58	\$15.44	\$16.29	\$17.15
Maintenance Assistant	\$16.08	\$17.09	\$18.09	\$19.10	\$20.10
MBC Cashier	\$14.34	\$15.23	\$16.13	\$17.02	\$17.92
Nevada Seller	\$12.86	\$13.67	\$14.47	\$15.28	\$16.08
Players Club Host	\$13.78	\$14.65	\$15.51	\$16.37	\$17.23
Porter	\$11.14	\$11.83	\$12.53	\$13.22	\$13.92
Prep Cook	\$11.14	\$11.83	\$12.53	\$13.22	\$13.92
Server	\$10.39	\$11.04	\$11.69	\$12.34	\$12.99
Slot Attendant	\$13.36	\$14.20	\$15.03	\$15.87	\$16.70
Slot Technician	\$19.29	\$20.49	\$21.70	\$22.90	\$24.11
Steward	\$11.14	\$11.83	\$12.53	\$13.22	\$13.92
Washroom Attendant	\$13.19	\$14.02	\$14.84	\$15.67	\$16.49

## September 1, 2009

Title	0.8 Start	0.85 6 mths	0.9 1 Year	0.95 18 mths	1 2 Year
1st cook	\$15.46	\$16.42	\$17.39	\$18.35	\$19.32
2nd cook	\$13.98	\$14.86	\$15.73	\$16.61	\$17.48
3rd cook	\$12.26	\$13.02	\$13.79	\$14.55	\$15.32
Bartender	\$11.51	\$12.23	\$12.95	\$13.67	\$14.39
Cafeteria Attendant	\$11.74	\$12.47	\$13.20	\$13.94	\$14.67
Cage Cashier	\$14.74	\$15.66	\$16.58	\$17.50	\$18.42
Coin Cage Cashier	\$14.74	\$15.66	\$16.58	\$17.50	\$18.42
Coin Cage Impressment	\$14.25	\$15.14	\$16.03	\$16.92	\$17.81
Count Team Member	\$14.97	\$15.90	\$16.84	\$17.77	\$18.71
Dealer-1	\$11.12	\$11.82	\$12.51	\$13.21	\$13.90
Dealer-2	\$11.28	\$11.99	\$12.69	\$13.40	\$14.10
Dealer-3	\$11.52	\$12.24	\$12.96	\$13.68	\$14.40
Dealer-4	\$11.76	\$12.50	\$13.23	\$13.97	\$14.70
Dealer-5	\$12.00	\$12.75	\$13.50	\$14.25	\$15.00
Dealer-6	\$12.48	\$13.26	\$14.04	\$14.82	\$15.60
Gaming Maintenance Technician	\$19.69	\$20.92	\$22.15	\$23.38	\$24.61
General Mainenance Technician	\$19.69	\$20.92	\$22.15	\$23.38	\$24.61
Groundskeeper	\$16.58	\$17.62	\$18.66	\$19.69	\$20.73
Guest Services Officer	\$12.47	\$13.25	\$14.03	\$14.81	\$15.59
Hostess	\$11.74	\$12.47	\$13.20	\$13.94	\$14.67
Housekeeper	\$13.59	\$14.44	\$15.29	\$16.14	\$16.99
Kitchen Receiver	\$14.12	\$15.00	\$15.89	\$16.77	\$17.65
Maintenance Assistant	\$16.48	\$17.51	\$18.54	\$19.57	\$20.60
MBC Cashier	\$14.74	\$15.66	\$16.58	\$17.50	\$18.42
Nevada Seller	\$13.26	\$14.09	\$14.92	\$15.75	\$16.58
Players Club Host	\$14.18	\$15.07	\$15.96	\$16.84	\$17.73
Porter	\$11.54	\$12.26	\$12.98	\$13.70	\$14.42
Prep Cook	\$11.54	\$12.26	\$12.98	\$13.70	\$14.42
Server	\$10.79	\$11.47	\$12.14	\$12.82	\$13.49
Slot Attendant	\$13.76	\$14.62	\$15.48	\$16.34	\$17.20
Slot Technician	\$19.69	\$20.92	\$22.15	\$23.38	\$24.61
Steward	\$11.54	\$12.26	\$12.98	\$13.70	\$14.42
Washroom Attendant	\$13.59	\$14.44	\$15.29	\$16.14	\$16.99



## September 1, 2010

Title	0.8 Start	0.85 6 mths	0.9 1 Year	0.95 18 mths	1 2 Year
1st cook	\$16.02	\$17.02	\$18.02	\$19.02	\$20.02
2nd cook	\$14.54	\$15.45	\$16.36	\$17.27	\$18.18
3rd cook	\$12.82	\$13.62	\$14.42	\$15.22	\$16.02
Bartender	\$12.07	\$12.83	\$13.58	\$14.34	\$15.09
Cafeteria Attendant	\$12.30	\$13.06	\$13.83	\$14.60	\$15.37
Cage Cashier	\$15.30	\$16.25	\$17.21	\$18.16	\$19.12
Coin Cage Cashier	\$15.30	\$16.25	\$17.21	\$18.16	\$19.12
Coin Cage Impressment	\$14.81	\$15.73	\$16.66	\$17.58	\$18.51
Count Team Member	\$15.53	\$16.50	\$17.47	\$18.44	\$19.41
Dealer-1	\$11.68	\$12.41	\$13.14	\$13.87	\$14.60
Dealer-2	\$11.84	\$12.58	\$13.32	\$14.06	\$14.80
Dealer-3	\$12.08	\$12.84	\$13.59	\$14.35	\$15.10
Dealer-4	\$12.32	\$13.09	\$13.86	\$14.63	\$15.40
Dealer-5	\$12.56	\$13.35	\$14.13	\$14.92	\$15.70
Dealer-6	\$13.04	\$13.86	\$14.67	\$15.49	\$16.30
Gaming Maintenance Technician	\$20.25	\$21.51	\$22.78	\$24.04	\$25.31
General Mainenance Technician	\$20.25	\$21.51	\$22.78	\$24.04	\$25.31
Groundskeeper	\$17.14	\$18.22	\$19.29	\$20.36	\$21.43
Guest Services Officer	\$13.03	\$13.85	\$14.66	\$15.48	\$16.29
Hostess	\$12.30	\$13.06	\$13.83	\$14.60	\$15.37
Housekeeper	\$14.15	\$15.04	\$15.92	\$16.81	\$17.69
Kitchen Receiver	\$14.68	\$15.60	\$16.52	\$17.43	\$18.35
Maintenance Assistant	\$17.04	\$18.11	\$19.17	\$20.24	\$21.30
MBC Cashier	\$15.30	\$16.25	\$17.21	\$18.16	\$19.12
Nevada Seller	\$13.82	\$14.69	\$15.55	\$16.42	\$17.28
Players Club Host	\$14.74	\$15.67	\$16.59	\$17.51	\$18.43
Porter	\$12.10	\$12.85	\$13.61	\$14.36	\$15.12
Prep Cook	\$12.10	\$12.85	\$13.61	\$14.36	\$15.12
Server	\$11.35	\$12.06	\$12.77	\$13.48	\$14.19
Slot Attendant	\$14.32	\$15.22	\$16.11	\$17.01	\$17.90
Slot Technician	\$20.25	\$21.51	\$22.78	\$24.04	\$25.31
Steward	\$12.10	\$12.85	\$13.61	\$14.36	\$15.12
Washroom Attendant	\$14.15	\$15.04	\$15.92	\$16.81	\$17.69

**NOTES**

Reference  
purposes  
only

FIRST  
COLLECTIVE AGREEMENT

*Between*

**GREAT BLUE HERON CHARITY CASINO**  
Operated by  
Great Blue Heron Gaming Company

and

**CAW-CANADA LOCAL 444**  
National Automobile, Aerospace,  
Transportation and General Workers Union  
of Canada

Effective: July 17, 2004

Expires: August 31, 2007

SEP 10 2004  
COLLECTIVE BARGAINING  
INFORMATION SERVICES

19435

FILE No.	859-209	
CERT. FILE	2874-02-R	
CERT. DATE	23-JAN-2003	
TOTAL EMPS	720 900	
EFF. DATE	July 17/04	
EXP. DATE	August 3/07	
CODING CONTROL	DATE	CODER
IDENT CODED		
RECEIVED -	SEP 27 2004	
UNION	<input checked="" type="checkbox"/>	EMPLOYER
OTHER		

## TABLE OF CONTENTS

Article 1. PURPOSE _____	5
Article 2. ADVANCEMENT OF FIRST NATION'S PEOPLE _____	5
Article 3. RECOGNITION _____	6
Article 4. STRIKES AND LOCKOUTS _____	7
Article 5. COPY OF AGREEMENT _____	7
Article 6. UNION SECURITY AND DUES _____	8
Article 7. MANAGEMENT RIGHTS _____	9
Article 8. NEW EMPLOYEE ORIENTATION _____	10
Article 9. UNION REPRESENTATION _____	10
Article 10. MANAGEMENT/ COMMITTEE CONFERENCES _____	13
Article 11. SENIORITY _____	14
Article 12. LAYOFF AND RECALL _____	17
Article 13. NO DISCRIMINATION _____	20
Article 14. HOURS OF WORK _____	21
Article 15. OVERTIME _____	23
Article 16. PART TIME EMPLOYEES _____	25
Article 17. SHIFT BIDS AND JOB POSTING _____	26
Article 18. TEMPORARY TRANSFERS _____	28
Article 19. TRANSFERS OUT OF THE BARGAINING UNIT _____	28
Article 20. WORK OF SUPERVISORS _____	29
Article 21. NEW CLASSIFICATIONS _____	30
Article 22. DEALER CLASSIFICATIONS AND DEVELOPMENT _____	30
Article 23. TRAINING _____	33
Article 24. LEAVE OF ABSENCE _____	33
Article 25. PREGNANCY, PARENTAL AND ADOPTION LEAVE _____	35
Article 26. JURY DUTY _____	36
Article 27. BEREAVEMENT LEAVE _____	36
Article 28. VACATION TIME AND VACATION PAY _____	38
Article 29. PAID HOLIDAYS _____	39
Article 30. HEALTH AND SAFETY _____	41

<i>Article 31.</i>	<i>DISCIPLINE</i>	<i>42</i>
<i>Article 32.</i>	<i>GRIEVANCE PROCEDURE &amp; ARBITRATION</i>	<i>44</i>
<i>Article 33.</i>	<i>CESSATION OF OPERATION</i>	<i>49</i>
<i>Article 34.</i>	<i>CONTRACTING OUT</i>	<i>49</i>
<i>Article 35.</i>	<i>TECHNOLOGICAL CHANGE</i>	<i>50</i>
<i>Article 36.</i>	<i>UNION PENS, PINS</i>	<i>50</i>
<i>Article 37.</i>	<i>REMEMBRANCES</i>	<i>51</i>
<i>Article 38.</i>	<i>TRAVEL ALLOWANCE</i>	<i>51</i>
<i>Article 39.</i>	<i>GAMING REGULATIONS</i>	<i>51</i>
<i>Article 40.</i>	<i>CLASSIFICATIONS AND WAGES</i>	<i>52</i>
<i>Article 41.</i>	<i>REPORTING PAY</i>	<i>52</i>
<i>Article 42.</i>	<i>EMERGENCY CALL BACK PAY</i>	<i>52</i>
<i>Article 43.</i>	<i>SICK LEAVE</i>	<i>53</i>
<i>Article 44.</i>	<i>HEALTH, DENTAL, LIFE AND LONG TERM DISABILITY</i>	<i>53</i>
<i>Article 45.</i>	<i>REGISTERED RETIREMENT SAVINGS BENEFIT</i>	<i>58</i>
<i>Article 46.</i>	<i>GRATUITIES/ GIFTS</i>	<i>59</i>
<i>Article 47.</i>	<i>GAMING LICENCES</i>	<i>59</i>
<i>Article 48.</i>	<i>EQUIPMENT AND TOOLS</i>	<i>59</i>
<i>Article 49.</i>	<i>UNIFORMS AND SAFETY EQUIPMENT</i>	<i>60</i>
<i>Article 50.</i>	<i>BULLETIN BOARDS</i>	<i>61</i>
<i>Article 51.</i>	<i>PARKING</i>	<i>61</i>
<i>Article 52.</i>	<i>STAFF CAFETERIA</i>	<i>62</i>
<i>Article 53.</i>	<i>UNION RESOURCES</i>	<i>62</i>
<i>Article 54.</i>	<i>PERSONNEL FILE</i>	<i>62</i>
<i>Article 55.</i>	<i>ATTENDANCE/ REPORTING ABSENCE</i>	<i>63</i>
<i>Article 56.</i>	<i>INJURY ALLOWANCE</i>	<i>64</i>
<i>Article 57.</i>	<i>DURATION</i>	<i>64</i>

*Schedule A - Wages*

*Letter of Understanding1 - Employees on Transfer at Time of First Contract*

*Letter of Understanding2 - Tipping*

*Letter of Understanding3 - Early Outs*

*Letter of Understanding4 - Lockers*

*Letter of Understanding5 - Education Leave*

*Letter of Understanding6 - Civil Liability*

*Letter of Understanding7 - Schedules*

*Letter of Understanding8 - Extended Hour Schedules*

*Letter of Understanding9 - Union PEL*

*Letter of Understanding10 - Credits of Bargaining*

## **Article 1. PURPOSE**

1.01 The purposes of this Agreement are:

- (a) to establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein;
- (b) to define and regulate a working relationship that will provide the highest level of service and value to customers;
- (c) to recognize, promote and uphold the paramount importance of integrity and security in an industry where all involved must be regulated, licensed or registered;
- (d) to establish and maintain working terms and conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

1.02 This Agreement sets forth the entire Agreement on pay, hours of work and other terms and conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations or practices made arising prior to the first collective agreement that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

## **Article 2. ADVANCEMENT OF FIRST NATION'S PEOPLE**

2.01 The Charity Casino was created by the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Charity Casino

and the charitable purposes of the Casino.

- 2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.
- 2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.
- 2.04 Participation in these programs will be voluntary and the existence of programs and the participation or lack of participation are not grievable.

### **Article 3. RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in Schedule A hereto, including any new classifications created, of the Great Blue Heron Gaming Company in the lands of the Mississaugas of Scugog Island First Nation, as established by the Ontario Labour Relations Board Certificate, including any new employee classifications created, save and except supervisors and those above the rank of supervisors, summer students, surveillance, security and office and clerical staff.
- 3.02 For clarity, employees holding positions at the rank of supervisor or above, employees of the Human Resources department, Legal department, Internal Audit department, Payroll department, MIS Department, and those employed in the execution of duties confidential to the Employer shall be excluded. Positions similar in kind or class to the foregoing which may be created during the term of this agreement shall also be excluded.

The Employer and the Union will discuss and create a list of positions excluded from the agreement following ratification. Following ratification on a one time basis all current dual rated employees will be placed on the initial seniority list within their



bargaining unit classification and there will no longer be a classification of dual rate. The seniority of these individuals will be calculated based on all service.

### 3.03 Registration and Licensing

No Individual Registered National Representative or Local Union Representative of the Union providing services at Great Blue Heron Charity Casino will conduct any further representation activities at Great Blue Heron if he or she has suffered a loss or suspension of registration.

## **Article 4. STRIKES AND LOCKOUTS**

4.01 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.

4.02 The Employer shall not call or authorize or threaten to call or authorize a lockout and no officer, official, or agent of the Employer shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.

4.03 The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

## **Article 5. COPY OF AGREEMENT**

5.01 The parties will share the cost of printing a copy of the collective agreement for each current employee following ratification. This printing will be undertaken by the Union on a cost basis and they will also print such additional copies as

may be requested by the Employer at that time. The parties shall print sufficient copies of this Agreement for their own respective use. The Employer will provide a single agreement for each new employee during orientation.

## Article 6. UNION SECURITY AND DUES

- 6.01 All new employees will be required to become a member of the union upon commencing employment. During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. For each calendar month the Employer shall remit by cheque or a mutually acceptable method to the financial secretary of the Union, the total of the deductions made, which shall be remitted by the twentieth (20<sup>th</sup>) day of the following month. This shall be accompanied by a list of all employees in the bargaining unit identifying what, if any, dues have been deducted. The list will also contain those employees who have had no dues deducted and, by reference to the criteria in 6.05 below, the reasons no deductions have made.
- 6.02 The financial secretary of the Union will advise the Employer in writing of the amount of its initiation fees and dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer. Any altered deduction amount will be applicable thirty (30) calendar days after the date of notice of change.
- 6.03 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article when initiation fees and dues are deducted from employees and have been remitted to the Union.
- 6.04 The Employer will indicate on employees' T4 **slips** a statement of the annual Union dues which have been deducted.
- 6.05 The Employer will supply to the Union once per month, as it relates to the bargaining unit, (at least twenty (20) days into the following month (or per quarter where **so** stated) a list of:

- (a) All employees, with their hours worked and status;
- (b) Employees who acquired seniority during the month;
- (c) Employees transferred into or out of the bargaining unit during the month;
- (d) Employees on leave of absence at the end of the month;
- (e) Employees on sickness and accident and/or Workplace Safety and Insurance Compensation (in excess of five (5) calendar days) during the month;
- (f) Employees on layoff during the month;
- (g) Employees who have lost seniority;
- (h) Employees who have been discharged during the month;
- (i) The names, addresses, postal codes and home telephone numbers of all employees, as requested and only once during any quarter;
- (j) an alphabetical listing, by classification, showing all full time and part time employees, as requested and only once during any quarter.

**Article 7. MANAGEMENT RIGHTS**

7.01 The Union acknowledges that, except as limited by the express language of the agreement, it is the exclusive right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, transfer, classify, assign, appoint, promote, demote, evaluate, train, develop, lay off and recall employees, discipline, suspend and discharge seniority rated employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided. Probationary employees may be disciplined or discharged subject only to the limitations expressly provided in this Agreement;

- (c) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and **all** other rights and responsibilities not specifically modified elsewhere in this Agreement; and
- (d) make, enforce, and alter from time to time policies, reasonable rules and regulations to **be** observed by the employees. These shall not be inconsistent with the express terms of this agreement and will only be in force after they have been posted and made available to the Union.

## **Article 8. NEW EMPLOYEE ORIENTATION**

- 8.01 Where orientation sessions are being held by the Employer for new employees, the Employer will schedule a fifteen (15) minute opportunity for an employee member of the union executive to present on the collective agreement.
- 8.02 New employees will receive a copy of the collective agreement.

## **Article 9. UNION REPRESENTATION**

- 9.01 The Employer shall recognize a bargaining committee of up to five. (5) members which shall be composed of the Chairperson, the Union Health and Safety and WSIB Representative, ~~two~~ (2) Committee Persons and 1 (one) other Representative to be appointed by the Union.
- 9.02 The Union shall have the right to elect or appoint bargaining unit members to the following Union positions which the Company shall recognize:

- (a) Chairperson;
- (b) Health, Safety and WSIB Representative;
- (c) up to 2 Committee Persons.

Upon receiving notice from the Union, the Employer will relieve the individuals holding these positions from all regular duties. The Employer will maintain their benefits, vacation, holiday pay and sick pay and their RRSP contribution and they will continue to accrue seniority as if they were working in their home position(s). The Employer will continue to pay these representatives at their wage rate of their home position based on the hours worked over the previous thirteen (13) weeks at the time of election.

Save and except in the case of a closure, the four (4) persons holding these positions will not be laid off notwithstanding their seniority status. They will be the final persons in the bargaining unit to be laid off.

9.03 For the purposes of Union representation, the Employer shall also recognize one (1) elected or appointed Union Steward on each shift for each of three (3) areas:

- (a) Slots
- (b) Table Games
- (c) Support and Shared Services

9.04 The Union Stewards, and the Committee Persons to whom they report, will be authorized to deal with Union business including, but not limited to grievances and health & safety issues. Stewards will be utilized when a full time union representative is not working.

9.05 Union Stewards have a responsibility to the Employer for his or her regular duties. A Steward will request permission from his or her supervisor before leaving his or her work to attend to investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, will be granted without loss of pay where it can reasonably be done without interfering with the operations of the Employer. The Steward

must report back to his or her Supervisor when any union business is completed and will take no more time than is absolutely necessary during regular working hours.

9.06 These representatives shall all be casino employees with seniority and shall be elected or appointed by those other Casino employees with seniority. A list of these Representatives and their areas of assignment shall be supplied to the Employer and the Employer shall only be required to recognize those whose names have been provided. The Employer shall be advised immediately by the Union in writing of any change in this list.

9.07 Where the Union is holding an election, the Chairperson will notify the Employer of the upcoming elections and position(s) to be filled. The Employer will provide the Union with an updated seniority list to facilitate the vote.

9.08 Having provided at least twenty four (**24**) hours of notice of attendance, a National Union Representative may be present and participate in any meeting between the Union Committee and the Employer.

9.09 When an employee wants Union representation, he/she will call on a break, unless it is an issue of occupational health and safety.

9.10 The Employer will recognize an alternate representative to replace the Chairperson, the Health and Safety / WSIB Representative or the Committee Persons when they are absent for in excess of six (6) working days due to vacation, sickness, or approved leave of absence, provided this does not adversely affect the efficient operation of the alternate's department.

9.11 Responsibilities

(a) The Chairperson will meet with the Employer and its representatives and have overall responsibility for all bargaining and/or collective agreement issues.

- (b) The Health and Safety / WSIB Representative will meet with the Employer and / or the Employer Co-chair of the Joint Health and Safety Committee on issues related to health and safety and on all issues related to employee health and welfare benefits as provided for in this agreement.
- (c) The Health and Safety / WSIB Representative will meet with the Employer and representatives from its Human Resources Department on issues related to employees performing modified duties. The Representative will use best efforts to work with the Employer to ensure that costs are contained to those that are required. This person may represent employees with respect to WSIB claims, hearings and adjudication.
- (d) Committee Persons and Union Stewards will meet with the Employer's supervisors and the Human Resources Department and will represent bargaining unit employees in their respective areas on grievances, and other collective agreement and workplace issues.
- (e) The hours of work for the Committee Persons, the union chairperson and the health and safety /WSIB representative will be as scheduled by the union.

**Article 10. MANAGEMENT / COMMITTEE CONFERENCES**

- 10.01 Management / Committee Conferences will be arranged between the Employer and the Chairperson, Health and Safety / WSIB Representative and the Committee Persons not less than four (4) times per year.
- 10.02 The parties will each submit items for the Agenda to the other at least (7) calendar days preceding the meeting.
- 10.03 Either party may request a Management / Committee Conference at other times although such meetings are discretionary.
- 10.04 It is specifically understood that individual grievances shall not be the proper subject matter to be discussed at such a

meeting unless agreed upon by both parties in advance.

- 10.05 Those attending a Management / Committee Conference will suffer no loss of pay as a result of attending at such meetings.
- 10.06 Meetings shall be designed as to last no longer than four (4) hours in duration unless otherwise agreed to by both parties.

## **Article 11. SENIORITY**

- 11.01 The rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.
- 11.02 New employees will be probationary employees for the first sixty (60) days worked within the bargaining unit in any period of eighteen (18) consecutive months. Probation may be extended to such greater period as is agreed upon by the parties. Once probation has been completed, seniority will be awarded back to the last date of hire.
- 11.03 The Employer may not terminate a probationary employee in an arbitrary, discriminatory or bad faith manner. It may otherwise terminate the employment of a probationary employee and this shall constitute a lesser standard for the purpose of the Labour Relations Act. While complaints and concerns may be raised and will be discussed, no grievance or arbitration will be filed arising out of the discipline or dismissal of a probationary employee save and except where the termination is alleged to have been based on arbitrary, discriminatory or bad faith considerations. It is understood that the words arbitrary, discriminatory or bad faith will be interpreted using the tests developed for unfair representation complaints under the Ontario Labour Relations Act.
- 11.04 Subsequent to the ratification of this Agreement the Employer will post a first seniority list. Employees shall have sixty (60) calendar days from the date of posting of this to sign the list confirming their placement or to advise the Union Chairperson



or designate of any errors with respect to their respective seniority dates. At the completion of the posting period all seniority dates will be confirmed and employees will be deemed to have accepted subject to the Chairperson presenting any issues to the Employer in the ten (10) days following.

- 11.05 Where two or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted in the presence of the Chairperson. **All** lotteries after the collective agreement remain binding.
- 11.06 "Seniority" as referred to in this agreement shall mean length of service within the bargaining unit. An employee transferring between department or classifications will maintain his or her seniority.
- 11.07 "Service" as referred to in this agreement shall mean length of continuous employment with the Employer from the date of last hire (the "service date").
- 11.08 Seniority under this collective agreement has no application at the Employer outside of its uses under this agreement.
- 11.09 The Employer will maintain one seniority list of all non probationary part time employees and non probationary full time employees. The list shall be in Seniority sequence and will indicate name, classification, status, service date, and seniority accrued. The list shall be updated and posted bi-annually and a copy of the list shall be supplied to the Union at the time of posting.
- 11.10 Seniority will be maintained and seniority will continue to accrue during any pregnancy or parental leave, WSIB, vacation or disability leave and other approved leaves of absence under this Agreement.
- 11.11 Seniority will be lost and employment terminated where an employee:

- (a) quits; or
- (b) retires; or
- (c) is dismissed for just cause and is not reinstated pursuant to the provisions of the grievance procedure; or
- (d) overstays a leave of absence except where a satisfactory reason is provided in advance of the expiration of the leave or where a satisfactory reason is provided for both the inability to seek an extension in advance and for the extension; or
- (e) works for another employer (in excess of any hours regularly worked elsewhere) without authorization while on a leave of absence; or
- (f) is recalled and refuses the recall, foregoes recall rights or is recalled and does not return to work within seven **(7)** calendar days of the notice of recall being sent by courier to his or her last provided address. An employee who provides a satisfactory reason for unavailability within the seven (7) days will be given an extension of up to three (3) additional days to report; or
- (g) is absent from work for more than three (3) consecutive scheduled working days except where a satisfactory reason is provided for the absence; or
- (h) is laid off for a period of in excess of twenty four (24) months.
- (i) is on a leave of absence or LTD for in excess of twenty four **(24)** months and does not demonstrate to the Employer, when requested in writing following the expiry of the twenty four **(24)** months, a reasonable prognosis for a return to regular full duties in the near future.
- (j) is absent from work for three (3) working days in a rolling twelve month period without speaking in advance with their immediate supervisor (“no call – no show”) except where a reason satisfactory to the Employer is provided both for the absence and for the inability to have the Employer contacted.

## Article 12. LAYOFF AND RECALL

12.01 Where possible, the Employer will give seventy-two (72) hours' notice of layoff to the affected employee(s) and the Union.

12.02 Whenever it becomes necessary to reduce the work force, the following procedure will apply:

- (a) Summer Student employees will be laid-off first and no summer students will be employed during the layoff
- (b) probationary employees will be laid off next
- (c) seniority employees will be laid off in the classification in reverse order of seniority as set out below.

12.03 Part-Time Employees

In the event one or more part-time employees are identified for a layoff of in excess of fourteen (14) days, the following procedure will apply:

- (a) The junior part time employee in the classification affected will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the junior part time employee in the department, seniority permitting;
- (b) The junior part time employee in the department will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the junior part-time employee casino-wide, seniority permitting;
- (c) The most junior part-time employee casino-wide will be laid off and provided with a Record Of Employment and will await recall. Any notice to the first employee in this process will be deemed notice to this individual.

## 12.04 Full-Time Employees

In the event one or more full-time employees with seniority in a classification are identified for lay off of in excess of fourteen (14) days, the following procedure will apply:

- (a) Junior full-time in the classification will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the junior full-time employee in the department;
- (b) If the most junior full-time employee in the department is bumped, he/she will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the junior full-time employee casino-wide, seniority permitting;
- (c) If the junior full-time employee casino-wide is bumped, he/she will bump the junior part-time in their classification, seniority permitting;
- (d) If the junior part-time employee in the classification is bumped, he/she will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the junior part-time person in the department, seniority permitting;
- (e) If the junior part-time employee in the department is bumped, he/she will, if he or she has the skill and ability to satisfactorily perform the job with a brief familiarization and is willing, bump the most junior part-time employee casino-wide, seniority permitting;
- (f) The most junior part-time employee casino-wide will be laid off and provided with a Record Of Employment and will await recall. Any notice to the first employee will be deemed notice to this individual.

12.05 A part time employee may only exercise his/her seniority under the provisions above to displace a junior full time employee if his/her layoff would otherwise be permanent.

12.06

Recall

If there is an increase in the workforce and there are employees on layoff, employees will be recalled in accordance with the following procedure, before any positions are posted:

- (a) Employees on layoff, or who have been displaced and are working in another classification, or whose hours have been reduced to part-time as a result of the layoff, will be recalled to available positions in order of seniority provided they have the ability to perform the required work;
- (b) A full-time employee must accept recall to any position (full-time or part-time) they have the ability to perform.
- (c) A part-time employee must accept recall to any part-time position they have the ability to perform.
- (d) A part-time employee will not be recalled to a full-time position. In the event a full-time position remains vacant after all full-time employees have been recalled, the full time position will be posted in accordance with Article 17.

12.07

An employee laid off or displaced through the application of this Article will retain recall rights to the job classification and/or employment status as a full-time or part-time employee for twelve (12) months from the date of the employee being laid off or displaced, seniority permitting. Thereafter, if the position becomes vacant, it will be posted pursuant to the provisions of Article 17.

12.08

If more than one employee is recalled to the same job classification and employment status as a full-time or part-time employee at the same time, preference will be given by order of seniority for available shifts and days off.

12.09

In the event of a recall, the Union shall be notified.

12.10

After backfilling any job where there is estimated to be a temporary vacancy of more than thirty (30) work days, the Employer will recall the senior laid off employee who is able to perform the job which has been vacated by the backfilling

employee.

**Article 13. NO DISCRIMINATION**

- 13.01 The Employer, the Union and the employees each agree that there will be no intimidation, discrimination or coercion exercised or practiced by any of them because of an employees membership or non-membership in the Union or because of his or her activity or lack of activity in the Union.
- 13.02 The Employer, Union and employees agree not to discriminate or harass in accordance with the Ontario Human Rights Code.
- 13.03 The Employer will meet with the Union to discuss maintaining a harassment free environment and to discuss the Union's own investigation and appeal procedure.
- 13.04 The Employer will establish a Human Rights Code based harassment policy designed to ensure all incidents of harassment are resolved at the lowest possible level. This policy will be developed in discussions with the union and having reference to the Union Policy. The new policy will be prepared prior to August 31, 2005 and will include a process for joint investigation of complaints that is acceptable to both parties.
- 13.05 Upon completing the new policy, the Employer will provide training to its managers or supervisors on this policy, it will make available up to a total of four (4) spaces for persons appointed by the Union Chairperson to attend.
- 13.06 Where a complaint of discrimination or harassment is made by one member of the bargaining unit against another member of the bargaining unit, the Union will be informed and may request the Employer allow it the opportunity for resolution or investigation.

## Article 14. HOURS OF WORK

- 14.01 The normal hours of work for full time employees shall be an eight hour shift (inclusive of lunch and breaks), and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. Unless otherwise agreed by the employee, all employees shall receive two (2) consecutive days off, per week.
- 14.02 Should the Employer and the Union agree to establish a shift schedule for any Department requiring regular shifts longer than eight (8) hours worked per day, the agreement, if so stated will become an appendix to this agreement and will be enforceable as part of this agreement.
- 14.03 The Employer will establish a full time schedule for each department with shift schedules. Following approval of a first seniority list, full time employees will be offered a one time shift bid. At the time of this shift bid, full time employees will have preference for the shift schedule they work by classification in order of seniority. A similar shift bid will be held for part time employees.
- 14.04 Scheduling
- (a) A shift schedule for full-time employees will be posted for a one (1) month duration at least fourteen (14) days prior to the commencement of the shift, and changes to the posted schedule shall be made forty eight (48) hours in advance except in emergencies or where circumstances outside the control of the Employer dictate.
- (b) When an employee returns from a medical leave of absence, he/she will be returned to work the day after the Employer has received appropriate medical documentation. Where another employee has to be removed from the schedule as the result of this, it will be considered as an emergency.

#### 14.05 Switching Shifts

- (a) If an employee wishes to switch a shift with a co-worker in the same classification and within the same pay period, the employees involved must request this of the Employer in writing on a form to be supplied a minimum of forty-eight (48) hours prior to the shift. Both employees must sign the form setting out the shifts that are being exchanged. Approval of such requests will not be unreasonably denied. In the case of an emergency, the time for notice may be abridged.
- (b) The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange.
- (c) No employee shall accept or solicit any monetary or other type of gain as the result of a shift switch. Any infraction of this Article will result in appropriate disciplinary action.

#### 14.06 Breaks, Lunch

- (a) Unless otherwise provided in this Agreement, employees shall receive a thirty minute unpaid lunch time provided the employee is working a shift in excess of five (5) hours. Notwithstanding the above, and in recognition of the continuous operation and the time spent in changeover of employees in a continuous operation, and having regard to the fact that no overtime will be incurred for any extended stay of less than ten (10) minutes at the end of a shift, all employees will receive fifteen (15) minutes paid time as part of the first lunch break of any shift.
- (b) Full time employees (except Dealers) will be provided with a fifteen (15) minute paid rest period during each half of an eight (8) hour shift. This rest period cannot commence before the end of the first hour of an employee's shift nor shall the rest period be given before one (1) hour has elapsed after an employee's lunch period. One (1) paid break will be provided in every shift of less than eight hours.
- (c) Table game dealers shall work on a schedule whereby during the course of a full shift they will receive five (5), twenty (20) minute breaks (on a 80/20 basis, not to exceed a 100/20 basis).



(d) Dealers shall be paid for all time spent on breaks, less fifteen (15) minutes per shift.

14.07 The employer agrees that Slot Technicians and Maintenance are on-call during their lunches for emergencies. When they are called from break or lunch, they will be allowed to continue the break or lunch after completion of the work assignment. In cases where they are unable to complete their meal, a second meal of equal value and type will be provided at no additional cost to the employee.

14.08 Notwithstanding the provisions of this Article, the Employer and the union may agree to have rest periods at different times and in a different manner than specified in this Article.

## **Article 15. OVERTIME**

### **Distribution**

15.01 The parties to this Agreement recognize that the needs of the business require the performance of overtime work from time to time. All overtime will be approved in advance by the Manager or designate.

15.02 Overtime opportunities will be distributed using seniority among those employees in the same classification provided they are available and able to satisfactorily perform the work to be done.

15.03 Employees will be asked to indicate on a daily list if they wish to be considered for overtime and if they do not indicate an interest they will be by-passed in any voluntary offer of overtime opportunities.

15.04 When the Employer requires employees to work overtime, the Employer will invite employees to work overtime in accordance with the following procedure:

- (a) The classification in which the overtime is required will be identified;
- (b) Employees in that classification who are presently at work will be invited to work overtime by seniority, starting with the most senior;
- (c) If insufficient employees volunteer to work overtime, the most junior qualified and available employee(s) will be assigned (part time first and then full time).

15.05 Any claim of improper distribution in a classification shall result in an employee having an entitlement to the next opportunity to perform scheduled overtime that s/he is qualified and available to perform.

### **Overtime Pay**

15.06 Overtime pay shall be paid in quarter-hour increments, for all authorized work commencing ten (10) minutes after the scheduled end of the shift, at the rate of one and one-half (1 ½) times the employee's regular hourly rate in respect of all pre-authorized hours worked:

- (a) in excess of the regularly scheduled hours worked per day, in the case of a full time employee, or in excess of such longer shift as the part-time employee may agree (up to a maximum of a regular full time shift) or a full-time employee may have pursuant to a negotiated work week agreement; or
- (b) in excess of forty (40) hours worked per week or in excess of such averaged hours as agreed pursuant to a negotiated work week agreement.
- (c) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.
- (d) Where an employee is absent due to bereavement, vacation leave, paid sick days or a paid lieu day such hours not worked will count towards calculating the hours referred to herein.

## Article 16. PART TIME EMPLOYEES

- 16.01 Part time employees are employees who have committed to being available for work up to 24 hours per week and understand that this requires a flexible schedule.
- 16.02 Part time employees may work in excess of 24 hours per week without being considered full time in the following circumstances:
- (a) when replacing employees absent due to illness or injury;
  - (b) when replacing employees absent due to pregnancy and/or parental leave;
  - (c) when replacing employees absent due to vacation leave or Union leave;
  - (d) when replacing employees on a shift give away; or
  - (e) where such hours are required to be performed by the Employer for less than seven (7) weeks in a row.
- 16.03 A shift schedule for part time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting ("core schedule"). Part time employees will have preference for the core shift schedules they work by classification in order of seniority. It is understood that the posted core schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the core schedule part time employees shall review the schedule and other shifts that become available for work will be assigned as required. There will be reference to seniority in contacting employees, where practical.
- 16.04 Where a part time employee is not at work on the day a new shift for him or her is posted nor is scheduled again prior to the newly assigned shift, he or she will be called by the Employer.

16.05 Part time employees will receive fifty cents (0.50) per hour worked in lieu of benefits.

16.06 The Employer will use its best efforts not to erode full time employment as at the date of ratification through the use of part time employees. The Employer will discuss this and provide a workforce breakdown at the regular labour management meetings.

## **Article 17. SHIFT BIDS AND JOB POSTING**

17.01 Where a full time shift becomes available, the employer will post the availability for three (3) days and will assign the shift to the most senior full time employee in the classification who expresses a desire by placing his or her name on the notice.

17.02 Up to the next two (2) subsequent shifts which become available as a result of this initial posting will be subject to the same process and within fourteen (14) days after all three (3) postings have been completed, the reassignments will commence.

17.03 Any further shift will be posted in accordance with subarticles 17.04 and 17.05 and no full time employee in the classification posted will be considered for such vacancy.

17.04 In the event new jobs are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the Employer will post such new jobs or vacancies in order to allow employees to apply. The job posting will include the classification, department, starting shift and days off. Temporary full time absence replacements expected to exceed three (3) months in duration will be subject to this posting procedure.

17.05 Postings shall be placed on the Employer's bulletin boards, and shall clearly indicate the deadline date for the application and the location or persons to whom applications shall be made. The posting period shall be for not less than five (5)

calendar days from the date of posting. The successful applicant will be placed in the new position as soon as possible once their previous position has been filled (or such earlier time at the Employer's discretion) and it is understood that subsequent vacancies arising from a posting need only be posted for three (3) calendar days.

- 17.06 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bargaining unit applicant was selected.
- 17.07 After the deadline for applications has passed, the Employer may schedule and arrange any tests and interviews.
- 17.08 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the senior applicant in accordance with this Article. Employees will be considered for the vacancy based upon the following criteria:
- (a) Skill, knowledge and ability, including a review of work performance, training, education and disciplinary record.
  - (b) Should several candidates be relatively equal, seniority will be the governing factor.
- 17.09 It is agreed and understood that applicants for postings from First Nations will be given first priority, regardless of seniority, for positions over other applicants where they possess the skill, knowledge and ability.
- 17.10 If an employee does not successfully complete a thirty (30) day working trial period in the new position, either by resigning or being unsuccessful, the employee will be returned to his/her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis. Thereafter, the original vacancy will be filled by the next eligible applicant on the original posting, if any, in accordance with the posting provisions of this Agreement.

- 17.11 If no applications are received from seniority employees, or if none of the applicants is awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.
- 17.12 Where an employee bids or posts to a new schedule, his or her approved and scheduled vacation will only be honoured where it can be accommodated in the schedule of the new shift.

**Article 18. TEMPORARY TRANSFERS**

- 18.01 An employee temporarily transferred by the Employer to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification.
- 18.02 An employee who is transferred by the Employer to a lower rated classification in the bargaining unit will be red circled at his/her rate of pay in effect at the time of such transfer for the duration of the transfer.
- 18.03 An employee exercising seniority rights to access a lower rated position in the bargaining unit will receive the rate of the lower classification. An employee will return to his or her original rate when he or she is recalled to the original position.

**Article 19. TRANSFERS OUT OF THE BARGAINING UNIT**

- 19.01 Employees who are or have been appointed to a permanent supervisory position, or to any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement and upon the permanent appointment will lose all seniority accumulated.

19.02 An employee temporarily transferred out of a bargaining unit for a period of up to six (6) months (or one (1) year in the case of a disability, pregnancy or parental leave replacement) and who is later transferred by the Employer back to a position which is covered by this Agreement will maintain the seniority the employee had accumulated immediately prior to transfer out of the bargaining unit and will, upon return, be granted seniority as if he or she had accrued it during the temporary absence from the unit. Upon return to his or her bargaining unit position the employee will assume the previous schedule if it still exists.

19.03 Temporary Supervisor

Where an employees is asked and agrees, he or she may act outside of the bargaining unit and scope of this Agreement as a temporary supervisor. No such appointment will be for less than one (1) shift. An employee who is acting as a temporary supervisor will be identifiable as such while performing in that role.

19.04 If the transfer of an employee back into a bargaining unit necessitates an employee with less seniority being displaced, the employee in the classification with the same status and with the least seniority shall be displaced.

19.05 Employees having been employed only in positions outside the bargaining unit, if subsequently transferred to a bargaining unit position, will be considered new employees for the purpose of seniority.

**Article 20. WORK OF SUPERVISORS**

20.01 Supervisors and other employees excluded from the bargaining unit will not perform the core functions of the work regularly done by bargaining unit employees except with the following exceptions:

- (a) During emergency situations;

- (b) to avoid interruptions;
- (c) to respond to guest requests;
- (d) incidentally to their supervisory duties; or
- (e) for the purpose of instructions or training as may be necessary in the discharge of supervisory duties.

The above exceptions will not be used to deprive any employee of scheduled working time.

## **Article 21. NEW CLASSIFICATIONS**

21.01 When a new classification in the bargaining unit is created, the Employer will establish a wage rate and classification for the new job within twenty (20) calendar days of any employee commencing in the new job. The Employer agrees to discuss its rationale for the rate with the union and negotiate a wage rate. If there is no agreement on a wage rate, and the Employer continues to wish to maintain the classification, then the matter will be placed before a Vice Chair of the Ontario Labour Relations Board requested jointly by the parties to sit as a final offer selector. New classifications will be filled in accordance with the job posting provisions of the Collective Agreement.

## **Article 22. DEALER CLASSIFICATIONS AND DEVELOPMENT**

22.01 There are four Dealer Classifications with different rates of pay based on the number of table games the dealer is and remains capable of performing at a proficient and smooth level. The Dealer Classifications are as follows:

DEALER 1-Money Wheel or Big 6 and Blackjack, including all variations. Without limiting this, some of those variations are multi-action blackjack, triple action blackjack, fast action blackjack and super seven blackjack, Spanish 21.

DEALER 2-Dealer 1 games and Let it ride, 3 Card Poker and Mini Baccarat, including all variations and derivatives.



DEALER 3A-Dealer 2 games, Pai Gow and Roulette including all variations on these games.

DEALER 3B-Dealer 2 games, Pai Gow and Open Poker, including all variations on these games.

DEALER 4-All games.

- 22.02 Subject to training opportunities being provided, Dealers are expected to proceed through the progression so as to be a Dealer 2 no later than eighteen (18) months after commencing as a Dealer at the Charity Casino. After eighteen (18) months a Dealer who is not capable as a Dealer 2 with the standard training will be deemed unfit and may, at the employee's option, either choose to displace the most junior employee in any classification where he or she has previously worked or be severed from employment with notice paid in accordance with the *Employment Standards Act*.
- 22.03 Any Dealer may request an assessment by the Employer on his or her ability to advance a Dealer classification after six (6) months of employment. An employee may be table tested on his or her current classification to determine existing competencies are sufficient before being permitted to be assessed for advancement.
- 22.04 For the purposes of planning training, a Dealer 2 will indicate in writing to the Employer at the time of commencement as a Dealer 2 whether they wish to train for poker, roulette or either game in progression to Dealer 3. A Dealer 2 will not be bound to this decision although it may impact on the availability of training.
- 22.05 A Dealer is expected to proceed through the progression so as to be a Dealer 3 no later than thirty (30) months after commencing as a Dealer at the Charity Casino. Any Dealer 2 may request an assessment by the Employer on his or her ability to advance to a Dealer 3 classification after six (6) months of employment as a Dealer 2. After thirty (30) months a Dealer who is not capable as a Dealer 3 with the standard training will be deemed unfit and may, at the employee's

option, either choose to displace the most junior employee in any classification where he or she has previously worked or be severed from employment with notice paid in accordance with the *Employment Standards Act*. At or around twenty four (24) months after commencing as a Dealer, all Dealer 2's will be given notice of this Article with a copy to the Union Chairperson.

- 22.06 The Employer will not limit the number of employees who may proceed to Dealer 3. It will, however, establish a limit on the required number of employees who may train and / or post to the different Dealer 3A or 3B classifications. A Dealer may not be able to move to a Dealer 3 Classification on his or her own timetable where his or her game of choice is currently fully staffed. If no training is made available or if no postings are made in the employee's chosen progression, the employee's thirty (30) month window in 22.05 will be extended in six (6) month increments.
- 22.07 The Employer will also not limit the number of employees who may advance to the Dealer 4 classification. There is no timetable for the progression or training save and except that the progression may occur following twelve (12) months as a Dealer 3. It is understood that the provision of training to support progression to the Dealer 4 classification will be established by the Employer in accordance with its business needs and other training priorities.
- 22.08 Fair game rotation **will** be provided by the Company, wherever possible.
- 22.09 For the purpose of this Agreement, the Games that requires less than four (4) hours of training, **do** not constitute additional games.
- 22.10 In the event new games are added, the employer agrees to discuss with the union which level they will be assigned.
- 22.11 In the transition to the new Dealer Classification system above in this first agreement it is understood there will need to be

ongoing communication with the union. The Employer will utilize the training centre and create training programs to support the transition.

22.12 Dealers employed on the day of ratification of the first Collective Agreement will be subject to subarticles 22.02 to 22.06 and in the event they **do** not progress at either the Dealer 2 or 3 level as required, they will also be offered the opportunity to bump the most junior employee in any lower rated classification.

### **Article 23. TRAINING**

23.01 Should the Employer elect to train employees to be able to work outside their classification in the event of emergencies or unexpected fluctuations in business, such training may be offered as paid or voluntary training. This shall not apply in the case of training from the Dealer 1 to Dealer 3 classifications which shall always be paid at the normal hourly rate.

23.02 Training opportunities will be offered to employees within a classification by seniority.

23.03 Any training program which an employee is required to attend by the Employer will be on paid time.

### **Article 24. LEAVE OF ABSENCE**

24.01 The Employer may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on a leave of absence, unless agreed otherwise by the Union. An employee requesting a leave of absence shall do so in writing at least three (3) weeks prior to the commencement of the requested leave, except in cases of emergency. The Employer will respond to such request in writing within one (1) week. Approval of requests for leave of absence shall not be

unreasonably denied.

#### 24.02 Union Leave

The Employer will grant a leave of absence without pay but without **loss** of benefits or seniority to members of the Union Committee to attend Union business outside the facility, provided advance notice of at least seven (**7**) days is given to the Employer and the leave can be covered. Where requested, the Employer will continue the wages, benefits and RRSP contributions of an employee on leave and will bill the Union monthly for reimbursement.

#### 24.03 Local/National Union Position Leave

Any seniority employee elected or appointed to a full-time position in the local Union or National Union will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits and RRSP contributions to someone elected to a full time position in the local Union and will bill the Union monthly for reimbursement.

#### 24.04 Military Leave

Any employee who **is** an active member of a Canadian Reserve Status Militia Unit will be granted an unconditional leave of absence to fulfill his/her military obligation if he/she is called into Active Military Status, providing a copy of the official deployment standing order accompanies the Leave of Absence Application Form. The employee's seniority will accrue during such leave of absences.

#### 24.05 Political Office Leave

Any seniority employee who is elected to the Federal, Provincial, Municipal Government will be granted a leave of absence without pay or benefits to fulfil his/her term of office. A written request for such leave of absence must be presented to the Employer at least four (4) weeks in advance

of when the leave of absence is to commence. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue during such leave of absence. An employee returning to work from such leave of absence will inform his/her employer at least three (3) weeks in advance.

24.06 First Nation Leave

Any seniority employee elected or appointed to a full-time position of the Mississaugas of Scugog Island First Nation will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits where a reimbursement arrangement is made with the First Nation.

24.07 An employee returning from an approved leave of absence shall be returned to his/her former position with shift and days off, if available, seniority permitting. If an employee does not have the seniority to return to their regular position, or if the position no longer exists, the employee will displace the junior employee in the classification, seniority permitting, or will be laid off and the layoff and recall provisions of the collective agreement will apply.

**Article 25. PREGNANCY, PARENTAL AND ADOPTION LEAVE**

25.01 The Employer will grant the employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.

25.02 An employee who qualifies for pregnancy, parental or adoption leave and wishes to take such a leave shall give the Employer at least two (2) weeks notice in writing of the day upon which the employee intends to commence the leave.

25.03 An employee who intends to resume employment on the

expiration of a leave of absence granted pursuant to this Article shall so advise the Employer at least four (4) weeks in advance.

25.04 At the end of the leave, the Employer shall reinstate the employee to the same position with the same or similar shift and days off, displacing others with less seniority as necessary. If this opportunity is now unavailable, the Employer will provide the employee with alternative work of a comparable nature. The employee will be reinstated without loss of seniority.

25.05 Employees on pregnancy, parental or adoption leave will receive health and welfare benefits provided in this Agreement.

#### **Article 26. JURY DUTY**

26.01 An employee called for jury duty or subpoenaed as a Crown witness shall receive a leave of absence. Where, as a result of jury duty, the employee is absent from regularly scheduled working hours, the Employer will pay the difference between hourly wages lost and the amount of jury or witness fee received, providing the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of any monies received.

26.02 Any day of jury duty shall be attributable to a shift of work in the same twenty four hour period and where an employee is reporting for jury duty for a period in excess of two (2) weeks he or she will be relieved of any weekend work obligation.

#### **Article 27. BEREAVEMENT LEAVE**

27.01 In the event of a death in the immediate family, an employee will be granted up to three (3) scheduled and consecutive days leave of absence to be taken within the period commencing with the date of death and until the later of seven

(7) days following or up to the day after the funeral. Such leave shall be without loss of pay in accordance with the employee's scheduled hours of work.

27.02 Immediate family shall mean:

Parent	Sister/Brother	Grandchild
Parent-in-law	Sibling-in-law	Grandparent
Stepparent	Stepparent-in-law	Spouse
Children/stepchild	Soddaughter-in-law	Legal guardian
Parent's spouse	Stepbrother/stepsister	Same sex partner

The Employer reserves the right to request proof of the death and proof of the relationship.

## Article 28. VACATION TIME AND VACATION PAY

28.01 Employees earn vacation pay as a percentage of hourly gross earnings. Vacation time is an entitlement and is based on service with the Employer.

28.02 Vacation Pay

(a) Employees will earn vacation pay based on the following percentages of his or her gross hourly wages:

At the commencement of Service 4%

After completion of 5<sup>th</sup> Year 6%

After completion of 10<sup>th</sup> Year 8%

(b) Employees who are taking vacation time will be paid for that time or up to the maximum of the vacation pay that they have accrued to the time of the vacation.

(c) Employees may accrue and carry forward vacation pay up to a maximum equal to two hundred (200) hours of pay at his or her current rate. If an employee exceeds two hundred

(200) hours, he or she will be paid out an amount equal to forty (40) hours.

- (d) Employees may, once per year, sign the requisite forms with the Employer indicating a desire to cash out up to one half of his or her earned vacation pay.
- (e) For the purpose of this Article, "gross wages" is defined as an employee's regular hourly earnings, overtime earnings, paid leave of absence earnings and holiday pay.

28.03 Vacation Time

Employees will be entitled to the following vacation time away from work based on their service:

In the first year of service      1 day per month up to 10

After completion of 1<sup>st</sup> Year      10 days

After completion of 5<sup>th</sup> Year      15 days

After completion of 10<sup>th</sup> Year      20 days

28.04      In the year when an employee completes his or her fifth (5<sup>th</sup>) year of service, he or she will be granted 15 days if the anniversary of his or her hire is prior to July 1.

28.05      Employees must take their vacation time each year and may have up to two (2) weeks of vacation scheduled for them at the Employer's option and discretion if they do not schedule it themselves.

28.06 Vacation Scheduling

- (a) All vacation requests for the following calendar year must be submitted from the employees to the Employer by November 15. A schedule shall then be finalised by February 28 of each year.



- (b) Vacation scheduling will be addressed one week at a time and employees will be given preference for vacation entitlement on the basis of seniority by classification. In special circumstances at the employer's discretion an employee may be permitted to schedule two **(2)** consecutive weeks of vacation.
- (c) Vacation requests submitted after the November scheduling of each year will be granted on a first come first serve basis.
- (d) Vacation availability will be subject to the Employer's operational needs. The Employer will discuss black out periods and seek cost neutral ways to reduce or limit such periods with the Union.
- (e) Vacation requests shall be in one (1) week blocks.
- (f) So as to prevent cancellation of vacations and the corresponding loss of opportunities for other employees, employees may only schedule vacation that has been accumulated or is expected to be accumulated prior to March 31 of the following year. If an employee does not have the requisite accumulation as of March 31, his or her scheduled vacation will be cancelled or reduced thereby allowing other employees the opportunity.

**Article 29. PAID HOLIDAYS**

29.01 The paid holidays recognized by the Employer will be as follows:

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Aboriginal Day
Victoria Day	Canada Day	
Civic Holiday	Boxing Day	

29.02 If any of the above holidays fall or are observed during an employee's vacation or when the employee is not scheduled to work, and she/he otherwise qualifies for the paid holiday pursuant to this Article, the employee shall receive holiday pay for that day.

29.03 Any employee required to work on any **of** the above

mentioned holidays shall be paid for all hours worked on such day at the regular rate and shall receive another day off with pay in lieu of the holiday ("Lieu Day"), to be scheduled within a period of six (6) months at a time mutually agreeable between the employee and the Employer. At the employee's option or failing mutual agreement on scheduling of the lieu day, the employee shall be paid out for the Lieu Day. Effective September 1, 2006 all hours worked on a paid holiday will be paid at time and one half the employee's regular rate.

29.04 An employee who is not scheduled to work on the holiday will receive holiday pay and time off in lieu. Any lieu day will be scheduled within a period of six (6) months at a time mutually agreeable between the employee and the Employer. At the employee's option or failing mutual agreement on scheduling of the lieu day, the employee shall be paid out.

29.05 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:

(a) absent on vacation;

(b) absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician stating that the employee was unfit and which is submitted to the Employer on the day the employee returns to work.

(c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides evidence of this and cooperates fully into an investigation into such absence.

29.06 Employees who agree to, or are otherwise required to work on the paid holiday and fail, without authorization or meeting the requirements in paragraph 29.05 (b) or (c) above, to work their entire shift on the paid holiday, will not be eligible for holiday pay.

29.07 For the purpose of this Article only, an employee shall be

considered as working on a holiday for all hours on any shift that commences on the holiday and not for any hours from any other shift that runs into the holiday.

29.08 In the event a paid holiday is observed during an employee's vacation period, the employees vacation will be extended an additional working day.

### **Article 30. HEALTH AND SAFETY**

30.01 The Employer and Supervisors all have responsibilities under the Occupational Health and Safety Act and will take all reasonable precautions for the safety of all employees.

30.02 The practice of safe working habits is the responsibility of each employee.

30.03 The Employer and the Union will have a Joint Health and Safety Committee ("JHSC") with three (3) members appointed by the Union and a matching membership appointed by the Employer. The Employer and the Union will jointly share responsibility for chairing such meetings.

30.04 The JHSC shall create terms of reference and duties, including establishing a schedule for workplace inspections under section 9(28), to ensure due diligence and compliance with the Occupational Health and Safety Act.

30.05 All minutes and reports of the JHSC and all Form 7's under the WSIA will be provided to the union Health and Safety / WSIB Representative, (who will have sole responsibility to provide these to the CAW National Health and Safety Representative).

30.06 Time spent on JHSC workplace inspections and JHSC meetings shall be considered time worked and the members of the JHSC shall be compensated at their regular rate of pay for this time and also for up to one (1) hour of prep time in

advance of JHSC meetings.

- 30.07 With proper advance notice to the Employer, a CAW National Health and Safety Representative may be present and participate in any meetings of the Joint Health and Safety Committee. The Representative may also investigate any critical injury or fatality, where this investigation is done openly and in conjunction with the Employer and the JHSC.

**Article 31. DISCIPLINE**

- 31.01 When the Employer calls an employee to a meeting where discipline will be imposed, the employee will be informed of the right to have a Union steward present. The interview will not proceed until a Union representative is present and this provision is mandatory except where an employee expressly waives this right in writing in the presence of the steward.
- 31.02 Where an employee maintains a discipline free record for a period of twenty four (24) months, all records of discipline will not be relied upon in future discipline.
- 31.03 Where a dismissal is for theft or attempted theft, embezzlement, or any other fraudulent actions (whether involving the Employer, co-workers, customers), the Employer shall be required to establish that the employee committed the offence and will need to do so on the basis of there being clear and cogent evidence. If it is established that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.
- 31.04 In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence in 31.03 in light of the specific circumstances of the case and such penalty shall also not be subject to an Arbitrator's discretion. The imposition of such lesser penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

31.05

All discipline will be accompanied by a written record of discipline or discharge issued to an employee. Coach and counsels and other daily supervisory corrections, which may or may not result in notes being maintained and/or placed in an employee's file, are not disciplinary and may not be grieved. These will be admissible at hearings to demonstrate an awareness and understanding of the Employer's expectations and for no other purpose.

31.06

In circumstances where discipline is being grieved, the Employer will permit the affected employee to review, at Step 3, any video recording which the employer intends to rely upon as evidence. This will be subject to any AGCO approvals or requirements as to the procedure to be followed for such review. The Committee Person or Union Steward will be provided with the Surveillance Report so as to discuss the video content and will then return the Report. Videos and Reports will only otherwise be disclosed when subject to a "Raymond Order" by an Arbitrator properly seized with a grievance.

31.07

It is understood that given the nature of the workplace, suspensions pending investigation may be required for potential regulatory, law enforcement or statutory violations. Where such a situation occurs, the Employer will act to quickly conclude the investigation. Employer initiated investigatory regulatory suspensions shall not exceed seven (7) days, after which time the employee will be paid even if he or she is requested to remain away from work. If a suspension is extended because of the investigation of a regulatory or law enforcement agency, such longer period shall be without pay. An Arbitrator may order that the employee receive pay for this period where appropriate.

31.08

In order to ensure that discipline is issued in a timely manner, it is to be given within ten (10) calendar days of when the incident was first brought to the attention of the Employer, unless it is resulting from an incident being investigated by a law enforcement or regulatory agency or unless otherwise agreed.

## Article 32. GRIEVANCE PROCEDURE & ARBITRATION

32.01 A grievance is defined as any difference or dispute arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

32.02 There are three types of grievance under this collective agreement:

- (a) An Individual Grievance, which is an unresolved complaint of an individual employee wherein he or she believes that the collective agreement has been improperly interpreted, applied or administered to his or her detriment.

An Individual Grievance may be submitted at Step 1 of the grievance procedure within five (5) days of when the grievor became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

- (b) A Group Grievance, which is an unresolved complaint of a group of employees wherein they believe that the collective agreement has been improperly interpreted, applied or administered to their collective detriment. A group grievance may be submitted at Step 2 of the grievance procedure within ten (10) days of when the employees became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

- (c) A Policy Grievance which is an unresolved issue arising between the Union and the Employer around the interpretation, application or administration of the collective agreement but does not include matters which could be pursued either as an Individual or Group Grievance.

A policy grievance may be submitted by the Union or the Employer at Step 3 of the grievance procedure within ten (10) days of when the party became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

32.03 For the purpose of this Article, reference to "days" relating to

Steps in the grievance and arbitration procedure shall mean calendar days.

32.04 Employees who have a grievance shall first take the matter up with their supervisor within five (5) days when the cause of the complainant occurred or ought to have reasonably come to the attention of the employee. The employee may be accompanied by a Steward and the Steward may also discuss the matter with the Supervisor before the grievance is committed to writing. If the grievance is not resolved within four (4) days of its first being raised, it may be taken in the following manner and sequence:

32.05 Step One

The Steward shall submit the grievance in writing to the Supervisor or Manager within three (3) days after the date on which the employee received the response from the Supervisor or Manager. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. Failing settlement, the immediate supervisor shall deliver his/her decision in writing to the Steward within five (5) days and, failing a satisfactory response in that five (5) day period, the union may proceed to the next step.

32.06 Step Two

If the decision of the Supervisor or Manager is not satisfactory to the Steward, the Steward may appeal the decision in writing to the Department Head or his/her designate within five (5) days after the Steward has received the decision. The Department Head and/or designate shall convene a meeting with the Chairperson and / or a committee person within five (5) days of the appeal. The decision of the Employer shall be delivered in writing within five (5) days following the date of the meeting and, failing a satisfactory response in that five (5) day period, the union may proceed to the next step.

32.07 Step Three

If the decision of the Employer is not satisfactory to the Union, the Union may appeal the decision in writing to the Director of Human Resources or his/her designate within five (5) days after the Steward has received the decision. The Director and/or designate shall convene a meeting with the Chairperson and a representative of the Local Union within five (5) days of the appeal. The decision of the Employer shall be delivered in writing to the Union within five (5) days following the meeting and, failing a satisfactory response in that five (5) day period, the union may proceed to the next step.

32.08 Step Four

If the decision of the Director of Human Resources or designate is not satisfactory to the Union, the Union may appeal the decision to the General Manager or designate, within five (5) days after the decision. The General Manager or designate will convene a meeting with the Union representative and Chairperson within twenty (20) days after receipt of the Appeal. The General Manager or designate shall deliver a decision in writing to the employee and the union within five (5) days of the meeting.

32.09 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the decision under Step Four is given, the grievance shall be deemed to have been abandoned.

32.10 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step Two of the grievance procedure within ten (10) days after



the date the discipline or discharge is effected.

32.11 A termination grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
- (b) reinstating the employee with or without compensation for time lost,
- (c) awarding a sum of money for **loss** of employment based on common law principles; or
- (d) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board.

32.12 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was first formally discussed or presented to the Employer.

32.13 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

32.14 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

32.15 Each of the parties hereto will share equally the expenses of the arbitrator.

32.16 Time limits may be extended by mutual agreement where there is a basis for the request to extend time limits and where it is made in writing in advance of the expiry of the time limits. Consent to a brief extension requested under this article will not be unreasonably withheld. Effective August 31, 2006, time limits referred to in the grievance and arbitration procedures are mandatory and must be strictly complied with and failure to comply with any time limits in this Article shall result in the

grievance being deemed to have been abandoned notwithstanding the provisions of Section 48(16) of the Labour Relations Act.

32.17 The parties agree that at the during the grievance procedure either party upon request is entitled to receive from the other disclosure of all relevant documents including any notes .

32.18 An employee who has a grievance and is required to attend any Step meetings under the grievance procedure shall suffer no loss of regular pay to attend such meetings. It is understood, however, that such meetings will be scheduled by the Employer and may not be during regular working hours. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.

32.19 Upon two (2) weeks notice, an employee (other than a grievor) who is required at an Arbitration and is summonsed as a witness may attend the day or days of arbitration without loss of regular pay for such day or days if he or she was otherwise scheduled. Any conduct and travel money paid with a summons must be provided to the Employer.

#### 32.20 **Grievance Commissioners**

As an alternative to the regular arbitration process the parties may agree in writing to the appointment of a person as a Grievance Commissioner who will act as a mediator / arbitrator under section 50 of the Labour Relations Act. The parties will establish a procedure providing for written briefs, timely and limited hearings and timelines for any decisions.

32.2 ■ The Grievance Commissioners, who shall sit in rotation, shall be as follows:

(a) Michael Watters

(b) Janice Johnston

(c) Jules Bloch

(d) Frank O'Reilly

32.22 Grievance Commissioners will have the same powers and be subject to the same limitations as an arbitrator under this agreement.

### **Article 33. CESSATION OF OPERATION**

33.01 Where possible, the Employer shall advise the Union and the employees at least one hundred and fifteen (**115**) days in advance of any planned permanent shutdown of its Casino. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.

33.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss the closure with a view to ensuring an orderly closure, to consider available public resources to support employees for a labour adjustment program and to negotiate a closure agreement.

### **Article 34. CONTRACTING OUT**

34.01 The Employer and the Union have discussed the impact of contracting out or contracting in of work on guest services and on current employees. The Employer will not contract out bargaining unit work where this results in the layoff of one or more employee(s).

34.02 If contracting is being considered within the core functions of the work of the classifications represented by the union, the Company will meet with the Union to notify and discuss the nature, scope and approximate duration work to be contracted out and to discuss alternatives.

**Article 35. TECHNOLOGICAL CHANGE**

- 35.01 The Employer undertakes to notify the Union in advance, so far as is practicable, of any technological changes which the Employer has decided to introduce which are likely to result in the direct **loss** of employment of any employee(s) in the bargaining unit and will meet to discuss the nature of the changes and to identify the positions eliminated.
- 35.02 "Technological Change" is defined as a substantial change in technology to the process or equipment that differs significantly from those previously utilized by the Employer.
- 35.03 If the change permanently eliminates a classification, the Employer will review what training would be required for those displaced employees to work in another classification where there exists a need for employees in such other classification. A training plan will then be created if those displaced employees have the skill, ability and the desire. Training under this provision is voluntary and the employee may be required to undertake some or all of it on his or her own time. The Employer may pay for the cost of the training or may negotiate some arrangement with the Union and the employee. If more than ten (10) days of training and familiarization would be required for the Employee to fulfil all of the duties of the other classification then a training plan need not be considered.

**Article 36. UNION PENS, PINS**

- 36.01 Employees will be permitted by the Employer to use pens, pins and lanyards bearing the name of the union. It is agreed that these will not make any other statement and will be consistent with any reasonable policy under 36.02 below.
- 36.02 The Employer provides uniforms to present a professional, clean and consistent image to its patrons and, as such, the Employer may establish policies regarding appearance and including the wearing of any pins, lanyards or other labels.

Employees are entitled to wear a poppy on Remembrance Day and a Friendship Pin on First Nations Day.

## **Article 37. REMEMBRANCES**

37.01 The Employer will fly the flag at half staff and will publicly announce a remembrance at 11:00 A.M. on:

- (a) April 28<sup>th</sup> of each year in observance of those workers killed on the job,
- (b) November 11<sup>th</sup> of each year in observance of Remembrance Day, and
- (c) December 6<sup>th</sup> of each year in observance of the Day of Remembrance for Women Victims of Violence.

37.02 No patron should be inconvenienced as a result of this Article. It is understood that the operation (including but not limited to slots, table games and any employees handling money and/or chips), will continue during this time.

## **Article 38. TRAVEL ALLOWANCE**

38.01 Where an employee is required to use his or her own automobile for Employer authorized business and where such use and expense is approved in advance of being incurred, he or she will be reimbursed at \$0.32 per kilometre.

## **Article 39. GAMING REGULATIONS**

39.01 The operations of the Employer and the employment of its employees are governed by gaming laws, acts and codes, regulations and directives. Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of any valid laws, acts and codes, regulations and directives and subject to the authority and directives of any authorized Gaming Authority.

**Article 40. CLASSIFICATIONS AND WAGES**

- 40.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule "A" and forming part of this Collective Agreement.
- 40.02 Wages will be paid biweekly by direct deposit on Thursdays. Pay stubs will be made available on that day. Where requested time sheets will be made available for review to the employee within a reasonable time.
- 40.03 Once identified a wage shortage or overage will be adjusted no later than the next pay cheque and within four (4) business days if it involves more than six (6) hours of pay. This does not apply where the shortage arose as a result of an employee error.

**Article 41. REPORTING PAY**

- 41.01 Any employee reporting for work on their regular scheduled shift, and who has not been notified not to report to work, will receive a minimum of four (4) hours' pay at the applicable hourly rate, except when the circumstances are beyond the control of the Employer.
- 41.02 **As** a condition of payment pursuant to 41.01 above, the employee must perform such work as is assigned by the Employer.

**Article 42. EMERGENCY CALL BACK PAY**

- 42.01 Employees will receive four (4) hours' pay at the applicable hourly rate of pay for **all** hours worked, if called in outside of their scheduled hours. This minimum does not apply when employees work into their regularly scheduled work day.

**Article 43. SICK LEAVE**

- 43.01 Employees will accumulate Sick Leave Payments based upon two (2%) percent of their actual hours worked to a maximum of forty (40) hours.
- 43.02 Employees may utilise this Sick Leave payment for time away from work missed due to sickness. There are no advances or payouts of sick time.
- 43.03 Sick leave benefits paid to an employee pursuant to this article will be paid at the employees regular straight time hourly rate of pay at the time of absence.

**Article 44. HEALTH, DENTAL, LIFE AND LONG TERM DISABILITY**

- 44.01 The Employer will provide the union with a copy of the full text of the benefit plans. It is understood that the Employer may at any time substitute another carrier for any Plan provided the health, dental and life insurance benefits conferred by this collective agreement are not substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain and discuss the proposed change and will provide a full copy of the proposed plan.
- 44.02 It is understood that the employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. Where requested by an employee the Employer will, in good faith, support them in their communications with the carrier and in ensuring that the carrier considers and responds to the employee's concerns. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this agreement.
- 44.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. The Employer will inform employees

of the ability to enrol and make all forms available.

44.04 The Union and the Employer will discuss methods of ensuring that benefit costs are managed in a cost effective and yet beneficial manner.

44.05 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums for these Plans are 100% paid by the employer except where outlined below.

44.06 The Employer will move to reduce the waiting period to three (3) months and would have the Plans structured, where possible, so as to allow for part time employment to count towards the waiting period.

44.07 Subject to any limitations below, the Life, Long Term Disability, Prescription Drug & Health, and Dental insured plans will provide the following benefits for eligible full time employees and as outlined for their spouse and/or eligible dependents as provided in the existing plans except as specifically amended by this article:

44.08 Long Term Disability

The Employer will maintain its current or a substantially similar Long Term Disability Plan which provides no lesser benefit for any qualified full time employee who is totally disabled for a period of longer than one hundred and nineteen days. Participation for full time employees is mandatory.

The Employer will discuss with the union the possibility of an independent medical assessment dispute resolution system.

44.09 Dental

(a) Basic routine service, covered at one hundred percent (100%) for twice annual (calendar year) oral examinations,



twice annual polishing and fluoride treatments, twice annual X-Rays (except full mouth and panorex which are every two years), extractions, fillings, space maintainers, denture adjustments and periodontics. All of this paid at the current ODA fee schedule.

- (b) A complete examination once every three (3) calendar years and an oral examination or recall examination every calendar year.
- (c) Major dental services covered at eighty percent (80%), gold inlays and onlays (every five calendar years), retentive pins in inlays, onlays and crowns (every calendar year), jackets, crowns and bridges to rebuild and replace missing teeth (once every 5 calendar year), prosthetics (once every 5 calendar year).
- (d) All basic and major services combined are subject to a calendar year maximum of \$1500.00.
- (e) Dentures covered at eighty percent (80%) to a three thousand dollar (\$3000) lifetime maximum.
- (f) Orthodontic services are covered at fifty percent (50%) coverage to a lifetime maximum of one thousand and five hundred dollars (\$1500) for dependent children aged six (6) to eighteen (18). A treatment plan must be submitted in advance and the initial payment will be no more than 33.33% of the total treatment cost.
- (g) Expenses in excess of five hundred (\$500.00) dollars will be subject to a pre-approval of a treatment plan.

#### 44.10 Prescription Drug & Health

- (a) reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist. This does not include over the counter drugs and the maximum one time payment will be for a ninety (90) day supply.
- (b) employee to be provided with a drug card
- (c) semi private hospital care (where available and excluding chronic care)

- (d) vision care is 100% reimbursement to a maximum of three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses or Laser Eye Surgery and up to sixty dollars (\$60.00) for an eye examination every two (2) years.
- (e) Paramedical services including chiropractor, chiropodist, massage therapist, audiologist, naturopath, osteopath, podiatrist, psychologist, acupuncturist and speech therapist reimbursed subject to a yearly maximum of five hundred dollars (\$500) per practitioner / specialty once any OHIP maximum is satisfied.
- (f) physiotherapist services reimbursed up to a yearly maximum of one thousand dollars (\$1000) for each covered person once any OHIP maximum is satisfied.
- (g) Defined room and board charges (excluding chronic care) in a convalescent home or physical rehabilitation facility where certified as medically necessary, where residence occurs within 48 hours of a hospital stay of at least five days and where it is due to the same sickness or accidental bodily injury which was the reason for the hospital stay. The maximum benefit period is 180 days and the charges are limited to the difference between the Provincial Medical Allowance and the institution's semi private room charge.
- (h) the purchase, repair or replacement (excluding replacement batteries and routine maintenance) for hearing aids are covered up to five hundred dollars (\$500) every five (5) year period for each insured individual.
- (i) orthopedic shoe coverage is one pair per calendar year up to a maximum of one hundred dollars (\$100) for an insured individual as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and custom constructed.
- (j) orthotics are covered at five hundred dollars (\$500) for an insured individual per calendar year, which are specifically designed and custom constructed and prescribed by a chiropractor, podiatrist, chiropodist or physician.

- (k) The cost of a wig where hair loss is due to accidental injury or illness when prescribed by a physician up to a lifetime maximum of \$1000.00.
- (l) Nursing care by an RN, RPN or RNA up to \$5,000.00 maximum every twelve consecutive months excluding care rendered in a hospital, by a relative or person sharing an address with the insured or for care which does not require the specific skills of an RN, RPN or RNA.
- (m) out-of-country medical coverage for emergency medical services up to the difference between reasonable and customary charges and the respective Provincial Medical Allowance. To be eligible the insured must be insured for OUT of Canada coverage by a Provincial Medical Plan and the treatment must be one which could not be delayed without medical risk until the return to residence.
- (n) Out of country travel assistance including emergency evacuation, repatriation of body of deceased and return of automobile subject to existing terms, limits and conditions.
- (o) coverage for smoking cessation products up to a lifetime maximum of \$350.00.
- (p) coverage for prescription drugs for the treatment of infertility are limited to a lifetime maximum of \$15,000.00.
- (q) Reasonable and medically necessary medical supplies such as artificial limbs, eyes, splints, trusses, oxygen, IUDs, crutches, surgical supplies, wheel chair or hospital bed.
- (r) Coverage for diabetes supplies
- (s) Reasonable and customary ambulance services within the Province.

#### 44.11 Life Insurance

##### Full Time

- (a) Basic Life Insurance of two times (2X) the employee's annual base salary with a non evidence maximum of \$150,000 and a maximum of \$300,000. The maximum after age 65 until termination of the benefit at age 70 is reduced

50% and subject to a maximum of \$150,000. Premiums are 100% paid by the Employer.

(b) Accidental Death and Dismemberment with a principal sum equal to the employee's life insurance.

(c) Dependant Life Insurance of ten thousand dollars (\$10,000) for each dependant child or twenty thousand dollars (\$20,000) for the employee's dependant spouse subject to the existing terms, conditions and limitations.

44.12 The Employer agrees to make best efforts so that by the end of September the benefits plans under this agreement will act as first payer when coordinated with programs available to employee's who are status persons, including Health Canada "Non- Insured Health Benefits".

44.13 The benefit plans, save and except Long Term Disability coverage, will continue upon lay off of an employee until the last day of the month following the month of lay off.

#### **Article 45. REGISTERED RETIREMENT SAVINGS BENEFIT**

45.01 All employees, after six months of service, qualify for an Registered Retirement Savings Benefit. A similar non Registered Retirement Plan will be arranged for Status employees.

45.02 The Charity Casino will pay a contribution of two percent (2%) of each employee's gross hourly wages if he or she enrolls in the Plan. A further matching contribution of up to two percent (2%) of each employee's gross hourly wages will be made by the Employer if the Employee commits to making contributions in the Plan through payroll deduction.

45.03 An employee may make changes to his or her personal contribution level once per year.

45.04 The RRSP is provide for retirement savings and the Union and the Employer recommend any withdrawal be carefully

considered. The employee who makes any deductions from his /her account will be responsible for all tax consequences and any administrative fees levied by the account manager.

#### **Article 46. GRATUITIES / GIFTS**

46.01 Employees will not accept gifts or gratuities except as expressly provided by the Employer's policies. There can be no individual or group grievances around entitlement to / or process for distribution of gifts and gratuities. Where required by law the Employer will administer the tips through payroll and make deductions. The division of the tips will be as determined by the Union or a Tip Committee established by the Union.

#### **Article 47. GAMING LICENCES**

47.01 The Employer will reimburse the Gaming Licence fee paid by the employee on his or her first pay cheque after successful completion of the probationary period. If the employee resigns or is dismissed for cause prior to sixty (60) days worked following successful completion of probation then the fees paid will be owed to the Employer and will be withheld from any wages owing.

47.02 The Employer will pay the subsequent AGCO fees for renewal of the licence and will pay mileage expenses where such are incurred.

#### **Article 48. EQUIPMENT AND TOOLS**

48.01 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 this property and may be required to sign out certain equipment and tools. Employees will be held responsible for the cost of a tool or equipment under their care where it is lost or damaged

as a result of their negligence or deliberate actions.

#### **Article 49. UNIFORMS AND SAFETY EQUIPMENT**

49.01 Uniforms shall be determined by, provided by and replaced by the Employer, as it requires on an as-needed basis.

49.02 Employees are responsible for caring for his or her uniform and maintaining it in a clean and useable state.

49.03 Upon leaving employment, an employee is required to return all uniforms provided and any and all keys, cards and other Employer material. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two (2) weeks of pay being withheld until such time as the employee has made contact with the Employer. Thereafter up to \$250.00 may still be withheld unless the uniform and Employer material is returned or alternative arrangements suitable to the Employer and the employee are agreed upon.

49.04 Following the date of ratification of this First Agreement, the Employer will establish a system to record the uniforms provided, returned or decommissioned. A receipt or record will be provided to account for each uniform provided, returned or decommissioned. Thereafter any uniform provided in a two (2) year period and not accounted for or returned upon request will be deducted from wages up to one hundred and twenty five dollars (\$125.00).

#### **Safety Shoes**

49.05 Where employees are required to wear Employer approved safety footwear they will be provided with reimbursement of up to one hundred (\$100.00) dollars following the completion of the probationary period and once each calendar year thereafter upon provision of an original receipt and proof of purchase and use. Effective January 1, 2006, the reimbursement maxima will be increased to one hundred and

ten (\$110.00) dollars.

**Article 50. BULLETIN BOARDS**

50.01 The Employer will provide the Union with access to two(2) locked bulletin boards accessible to both the union and the Employer for the posting of the following notices:

- (a) Notices of union elections
- (b) Union election results
- (c) Notices of union meetings
- (d) Notices of union recreational and social events
- (e) Names of Stewards and Executive
- (f) Local union by-laws
- (g) Minutes of Union meetings

50.02 Notices shall be endorsed by the Chairperson or designate and must be provided to the Human Resources Director or designate prior to posting.

50.03 The bulletin board is provided solely and exclusively for the purposes identified above. It shall not be used to demean or make derogatory comments about employees, the Union, the Employer or management of the Employer.

**Article 51. PARKING**

51.01 Employees must only park in designated areas at the Casino. The Casino will provide this area for parking without charge and is not responsible for any loss, theft or damage suffered by a user of the parking area.

**Article 52. STAFF CAFETERIA**

52.01 The Employer shall provide for all employees a staff cafeteria including a microwave oven, toaster, condiments, vending machines, refrigerated milk and soft drinks.

52.02 The staff cafeteria will make food available for sale for employees on a subsidized basis.

**Article 53. UNION RESOURCES**

53.01 The Employer agrees to provide the union with:

- (a) a telephone voice mail box;
- (b) up to five (5) mail slot drop boxes;
- (c) use of a board room or training room for meetings where it is not otherwise required by the Employer; and
- (d) a locking file cabinet.
- (e) a space to be used as a union office, with a desk, chair and telephone line. It is understood that there may be a temporary arrangement as an office location is identified.

**Article 54. PERSONNEL FILE**

54.01 An active employee, during the course of his or her employment, shall have a right once per year to examine all documents pertaining to him or her in the personnel file. Examination of such a file shall occur at a time convenient to the Employer and the employee and following a written request from the employee in the form required by the Employer's policy. The review will take place in the presence of an Employer's representative and there will be no right to remove items from the file. Where there is dispute concerning a document within a file, a copy of the document will be provided to the employee.



54.02

## Personal Information

It is understood the Employer will seek consents from employees under the Personal Information Protection and Electronic Documents Act. Where an employee refuses to consent or withdraws consent it **is** understood that he or she may not be able to receive all of the benefits and rights under this agreement.

## **Article 55. ATTENDANCE / REPORTING ABSENCE**

55.01

Employees are required to attend work regularly. When unable to attend, the employee must contact the Manager or his/her designate as far in advance as possible of his/her scheduled starting time, giving the reason she/he is unable to attend work, the date of expected return, and the details as to where she/he can be contacted during the absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where this is not medically possible or is otherwise demonstrably impossible.

55.02

### Attendance Management

Employees are required to cooperate with any reasonable Attendance Management Program including providing medical evidence where requested for an absence exceeding three (3) days in duration or otherwise where the Employer has reasonable cause for concern.

55.03

### Modified Work

The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based upon medical limitations **to** ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation.

55.04 Substance Abuse

The Employer will work with the Union Health and Safety / WSIB Representative to address instances of possible substance abuse. Where an employee has an identified substance abuse problem that is a disability, the Employer, the Union and the affected employee will establish a personalized plan including referral to counselling services and treatment. The employee will continue to receive all normal group benefits while being accommodated.

55.05 Medical Evidence

The Employer will pay for obtaining any medical evidence where the employee is sent for an independent medical examination to an Employer appointed physician. The cost otherwise of obtaining medical evidence shall be borne by the employee.

55.06 Medical evidence is required to justify absences and to determine fitness for work. However the Employer has no right to know the employee's diagnosis.

**Article 56. INJURY ALLOWANCE**

56.01 An employee who suffers from a compensable injury on the job and is medically required to lose time shall be paid for the balance of the shift. The Employee shall provide a doctor's note certifying the medical requirement. The Employer will arrange transportation for the injured employee to the Hospital if required and if the employee is not able to make arrangements on his or her own.

**Article 57. DURATION**

57.01 The parties agree that the stated term of this first collective agreement shall be from the date of ratification until August 31, 2007.

57.02

The effective date of all provisions or terms of this first collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification.

57.03

It is agreed that this agreement commences a new legal relationship between the Union and the Employer and the contract terms govern that relationship.

57.04

Either party shall be entitled to give notice in writing to the other party as provided in the Ontario Labour Relations Act, 1995 of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry of the date of the Agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal agreement.

K. Datta [Signature]

Richard Howarth \_\_\_\_\_

[Signature] \_\_\_\_\_

Maureen Nagy \_\_\_\_\_

Ben K. Li Cheryl [Signature]

[Signature] M. [Signature]

[Signature]

[Signature]

**For the Union**

**For the Employer**

## **Letter of Understanding #1 - Employees On Transfer At Time Of First Agreement**

Employees who are currently outside of the unit on a temporary basis and have held a position within the unit within the past one (1) year will be placed on the original seniority list based on all service with the employer. Any movement in or out of the unit after the completion of the initial seniority list will be based upon the language of the collective agreement.

## **Letter of Understanding#2 - Tipping**

The Employer agrees to recognize tip committees for each department or classification which shall be selected by the employees and which shall each create by-laws with the assistance of the Union Chairperson and the Director of Human Resources.

The Employer will administer tips as it is informed to do so by these committees and in accordance with law.

## **Letter of Understanding#3 – Early Outs**

The Employer will maintain and utilize an early out list which will be available to both full time and part time employees.

## **Letter of Understanding#4 - Lockers**

The Employer will provide individual lockers with locks for all active employees and shall maintain in a sanitary condition dressing areas with washrooms. No representative of the employer shall open an employee's locker unless a union representative is present.

## **Letter of Understanding#5 – Education Leave**

The Casino encourages employees to pursue continuing education and will be as accommodating as possible with scheduling to assist within reason.

## **Letter of Understanding#6 – Civil Liability**

If any civil action or proceeding is commenced against an employee for an alleged tort committed by that employee in the performance of his or her assigned duties, the employee shall immediately notify the Director of Human Resources and shall provide a copy of the claim.

The Employer will maintain insurance for claims of negligence and the insurance carrier or its agent will meet with the Employer and the affected employee to determine the course of action and to establish legal counsel, where required. The employer will be responsible for the conduct of the action and the employee will cooperate fully. If the employee chooses to retain his or her own counsel, this letter will cease to have application.

The insurance will provide that the employee is indemnified for any and all legal costs and any damages provided that the employee's actions were within his or her scope of authority and assigned duties and/or the conduct of the employee was neither illegal or grossly negligent.

## **Letter of Understanding#7 - Schedules**

During negotiations the parties had extensive discussions with respect to various scheduling issues throughout the Casino. Following ratification the parties will continue to discuss these complex issues and will establish processes to examine the schedules of each department and to identify concerns.

The Employer will maintain all existing schedules for a period of four **(4)** months after the date of ratification of the agreement save and except where there is agreement to any change.

The Union recognizes the Employer's right to schedule employees to meet the demands of the business. The parties also recognize the needs of the employees to maintain a family and/or personal life.

Thereafter there will be sixty (60) days notice to the employees and a discussion with the Union prior to implementing any changes **to** the schedules that are currently in place.

The Employer agrees that a schedule that is supported by the employees who work it is the best practice. The Union acknowledges that scheduling has many complexities and impacts on individuals in different ways.

## Letter of Understanding #8 - Extended Hour Schedules

In accordance with Article 14.02, the Employer and the Union may agree to extended hour schedules.

Where such a schedule is agreed upon, it will provide the following minimums:

### Ten Hour Shifts

Breaks	two fifteen minute paid breaks
Lunch	1 half hour unpaid lunch
Tap Out	Twenty minutes daily paid time.
Overtime	Paid for all hours worked in excess of ten (10) hours and ten (10) minutes in a day or in excess of forty <b>(40)</b> hours a week.

Rather than the Breaks and Lunch above, Table game dealers on a ten (10) hour shift shall work on a schedule whereby during the course of a full shift they will receive six (6), twenty (20) minute breaks (on a 80/20 basis, **not to exceed a 100/20 basis**).

### Twelve Hour Shifts

Breaks	two fifteen minute paid breaks
Lunch	1 half hour unpaid and 1 half hour paid
Tap Out	Twenty five minutes daily paid time.
Overtime	Paid for all hours worked in excess of twelve <b>(12)</b> hours and ten (10) minutes in a day or an average of forty hours a week over an agreed upon schedule period.

At Negotiations the parties agreed to an extended hour schedule for the existing ten and twelve hour schedules in maintenance, slots and housekeeping.

Any future agreement for an extended hour schedules and those agreements above may only be cancelled with ninety (90) days written notice to the affected employees and to the Union.

In accordance with Letter # 7, the Employer will meet to discuss alternatives and options with the Union prior to implementing any change to the schedule.

## **Letter Of Understanding#9 – Union PEL**

The Employer will contribute \$0.01 per hour worked per employee following ratification and raise this to three cents (\$0.03) effective September 1, 2006, for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union and sent by the Company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. # 1, Port Elgin, Ontario, N0H2C5.

## **Letter of Understanding#10 – Credits for Bargaining**

The Employer will credit the bargaining committee's sick leave, vacation and RRSP for time spent in bargaining with each day treated as a regular day worked.

## **Schedule A – Wage Scale and Transition**

### **Wage Scale**

Employees hired following the date of ratification will progress through a Wage Scale in the following manner.

From hire to completion of six (6) months	80% of the Job Rate
After six (6) months until 12 months	85% of the Job Rate
After twelve (12) months until 18 months	90% of the Job Rate
After (18) eighteen months until 24 months	95% of the Job Rate
After twenty four (24) months	Full Job Rate

Any employee who posts into a higher rated classification will be placed on the Wage Scale at the first Step that will provide him or her with an increase of in excess of ten cents (\$0.10) per hour or at Job Rate if none of the Steps provide such an increase. He or she will then progress at six month intervals.

## Transition for Existing Employees

All existing employees will be placed on the new Wage Scale based upon their years of service. These employees will then progress on the Wage Scale in six month increments and on the anniversary of the date of ratification of this agreement.

Subject to the paragraph below, if an employee's current rate exceeds the applicable rate, an employee will be red circled at his or her current rate until the Scale surpasses his or her rate.

Existing employees on the date of ratification in the following classifications who are at Job Rate within the first year of the collective agreement will be paid an additional one dollar (\$1.00) in lieu of an adjustment to the scale for all hours worked in that year. Similarly those existing employees at Job Rate in the second year of the agreement will receive one dollar and fifty cents (\$1.50) per hour in lieu of an adjustment to the scale for all hours worked in the second (2<sup>nd</sup>) year and two dollars (\$2.00) per hour in lieu of an adjustment to scale in the third (3<sup>rd</sup>) year.

Slot Technician  
General Maintenance Mechanic  
Technician



## Schedule A

Date of Ratification	Date of Ratification	Sept.1, 2005	Sept 1, 2006
<b>1<sup>st</sup> Cook</b>	<b>15.82</b>	16.32	16.82
<b>2<sup>nd</sup> Cook</b>	<b>13.98</b>	14.48	14.98
<b>3<sup>rd</sup> Cook</b>	<b>11.82</b>	12.32	12.82
<b>Bartender</b>	<b>10.46</b>	11.39	11.89
<b>Cafeteria Attendant</b>	<b>12.07</b>	12.57	13.07
<b>Cage Cashier</b>	<b>15.82</b>	16.32	16.82
<b>Coin Cage Cashier</b>	<b>15.82</b>	16.32	16.82
<b>Count Team</b>	<b>15.21</b>	15.71	16.21
<b>D1</b>	<b>11.30</b>	11.80	12.30
<b>D2</b>	<b>11.60</b>	12.10	12.60
<b>D3</b>	<b>11.90</b>	12.40	12.90
<b>D4</b>	<b>12.20</b>	12.70	13.20
<b>General Maint. Mechan</b>	<b>21.01</b>	21.01	21.01
<b>Guest Services Offic</b>	<b>12.99</b>	13.49	13.99
<b>Hostess</b>	<b>12.07</b>	12.57	13.07
<b>Housekeeper</b>	<b>14.39</b>	14.89	15.39
<b>Impressment</b>	<b>15.21</b>	15.71	16.21
<b>Kitchen Receiver</b>	<b>15.05</b>	15.55	16.05
<b>Maintenance Asst.</b>	<b>18.00</b>	18.50	19.00
<b>Maintenance Tech.</b>	<b>21.01</b>	21.01	21.01
<b>Nevada Seller</b>	<b>13.98</b>	14.48	14.98
<b>Players Club Host</b>	<b>14.23</b>	14.73	15.23
<b>Porter</b>	<b>11.82</b>	12.32	12.82
<b>Prep Cook</b>	<b>11.82</b>	12.32	12.82
<b>Server</b>	<b>10.89</b>	11.39	11.89
<b>Slot Attendant</b>	<b>14.60</b>	15.10	15.60
<b>Slot Impress Attend</b>	<b>15.21</b>	15.71	16.21
<b>Slot Tech</b>	<b>21.01</b>	21.01	21.01
<b>Steward</b>	<b>11.82</b>	12.32	12.82
<b>Washroom Attendant</b>	<b>14.39</b>	14.89	15.39
<b>Groundskeeper</b>	<b>18.13</b>	18.63	19.13

Date of Ratification

Sep 1 2005

Sep 1 2006

	0.8			0.9			1					
	Start	6 mths	1 Year	18 mths	1 Year	2 Year	Start	6 mths	1 Year	18 mths	1 Year	2 Year
1st cook	\$12.66	\$13.45	\$14.24	\$15.03	\$15.82	\$16.61	\$13.06	\$13.87	\$14.69	\$15.50	\$16.32	\$17.14
2nd cook	\$11.18	\$11.88	\$12.58	\$13.28	\$13.98	\$14.68	\$11.58	\$12.31	\$13.03	\$13.76	\$14.48	\$15.21
3rd cook	\$9.46	\$10.05	\$10.64	\$11.23	\$11.82	\$12.41	\$9.86	\$10.47	\$11.09	\$11.70	\$12.32	\$12.93
Bartender	\$8.37	\$8.89	\$9.41	\$9.94	\$10.46	\$10.98	\$9.11	\$9.68	\$10.25	\$10.82	\$11.39	\$11.96
Cafeteria Attendant	\$9.66	\$10.26	\$10.86	\$11.47	\$12.07	\$12.67	\$10.06	\$10.68	\$11.31	\$11.94	\$12.57	\$13.19
Cage Cashier	\$12.66	\$13.45	\$14.24	\$15.03	\$15.82	\$16.61	\$13.06	\$13.87	\$14.69	\$15.50	\$16.32	\$17.14
Coin Cage Cashier	\$12.66	\$13.45	\$14.24	\$15.03	\$15.82	\$16.61	\$13.06	\$13.87	\$14.69	\$15.50	\$16.32	\$17.14
Count Team	\$12.17	\$12.93	\$13.69	\$14.45	\$15.21	\$15.97	\$12.57	\$13.35	\$14.14	\$14.92	\$15.71	\$16.50
Dealer 1	\$9.04	\$9.61	\$10.17	\$10.74	\$11.30	\$11.87	\$9.44	\$10.03	\$10.62	\$11.21	\$11.80	\$12.39
Dealer 2	\$9.28	\$9.86	\$10.44	\$11.02	\$11.60	\$12.18	\$9.68	\$10.29	\$10.89	\$11.50	\$12.10	\$12.70
Dealer 3	\$9.52	\$10.12	\$10.71	\$11.31	\$11.90	\$12.50	\$9.92	\$10.54	\$11.16	\$11.78	\$12.40	\$13.02
Dealer 4	\$9.76	\$10.37	\$10.98	\$11.59	\$12.20	\$12.81	\$10.16	\$10.80	\$11.43	\$12.07	\$12.70	\$13.33
General Maint Mechan	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06
Guest Services Office	\$10.39	\$11.04	\$11.69	\$12.34	\$12.99	\$13.64	\$10.79	\$11.47	\$12.14	\$12.82	\$13.49	\$14.17
Groundskeeper	\$14.50	\$15.41	\$16.32	\$17.22	\$18.13	\$19.04	\$14.90	\$15.84	\$16.77	\$17.70	\$18.63	\$19.56
Hostess	\$9.66	\$10.26	\$10.86	\$11.47	\$12.07	\$12.67	\$10.06	\$10.68	\$11.31	\$11.94	\$12.57	\$13.19
Housekeeper	\$11.51	\$12.23	\$12.95	\$13.67	\$14.39	\$15.11	\$11.91	\$12.66	\$13.40	\$14.15	\$14.89	\$15.63
Impressment	\$12.17	\$12.93	\$13.69	\$14.45	\$15.21	\$15.97	\$12.57	\$13.35	\$14.14	\$14.92	\$15.71	\$16.50
Kitchen Receiver	\$12.04	\$12.79	\$13.55	\$14.30	\$15.05	\$15.80	\$12.44	\$13.22	\$14.00	\$14.77	\$15.55	\$16.33
Maintenance Assistant	\$14.40	\$15.30	\$16.20	\$17.10	\$18.00	\$18.90	\$14.80	\$15.73	\$16.65	\$17.58	\$18.50	\$19.42
Maintenance Tech.	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06
Nevada Seller	\$11.18	\$11.88	\$12.58	\$13.28	\$13.98	\$14.68	\$11.58	\$12.31	\$13.03	\$13.76	\$14.48	\$15.21
Players Club Host	\$11.38	\$12.10	\$12.81	\$13.52	\$14.23	\$14.94	\$11.78	\$12.52	\$13.26	\$13.99	\$14.73	\$15.46
Porter	\$9.46	\$10.05	\$10.64	\$11.23	\$11.82	\$12.41	\$9.86	\$10.47	\$11.09	\$11.70	\$12.32	\$12.93
Prep Cook	\$9.46	\$10.05	\$10.64	\$11.23	\$11.82	\$12.41	\$9.86	\$10.47	\$11.09	\$11.70	\$12.32	\$12.93
Server	\$8.71	\$9.26	\$9.80	\$10.35	\$10.89	\$11.44	\$9.11	\$9.68	\$10.25	\$10.82	\$11.39	\$11.96
Slot Attendant	\$11.68	\$12.41	\$13.14	\$13.87	\$14.60	\$15.33	\$12.08	\$12.84	\$13.59	\$14.35	\$15.10	\$15.85
Slot Impress Attend	\$12.17	\$12.93	\$13.69	\$14.45	\$15.21	\$15.97	\$12.57	\$13.35	\$14.14	\$14.92	\$15.71	\$16.50
Slot Tech	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06	\$16.81	\$17.86	\$18.91	\$19.96	\$21.01	\$22.06
Steward	\$9.46	\$10.05	\$10.64	\$11.23	\$11.82	\$12.41	\$9.86	\$10.47	\$11.09	\$11.70	\$12.32	\$12.93
Washroom Attendant	\$11.51	\$12.23	\$12.95	\$13.67	\$14.39	\$15.11	\$11.91	\$12.66	\$13.40	\$14.15	\$14.89	\$15.63