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BETWEEN
THE
PALACE CASINO

&

PCSA

TABLE OF CONTENTS

ARTICLE 1 DURATION	1
ARTICLE 2 DEFINITIONS	1
ARTICLE 3 SENIORITY/EMPLOYMENT DATE	2
ARTICLE 4 RECOGNITION	2
ARTICLE 5 ASSOCIATION MEMBERSHIP	2
ARTICLE 6 ASSOCIATION REPRESENTATION	3
ARTICLE 7 STAFF ASSOCIATION RECOGNITION OF MANAGEMENT RIGHTS	3
ARTICLE 8 DISCIPLINE AND DISCHARGE	3
ARTICLE 9 ALBERTA GAMING AND LIQUOR COMISSION TERMS	
AND OPERATING GUIDELINES	4
ARTICLE 10 LAYOFFS AND RECALL	
ARTICLE 11 NEW CLASSIFICATIONS	4
ARTICLE 12 FULL TIME/PART TIME PIT BOSS JOB POSTING	5
ARTICLE 13 PROBATION PERIOD/EVALUATION	5
ARTICLE 14 GRIEVANCE PROCEDURE	7
ARTICLE 15 TECHNOLOGICAL CHANGE	3
ARTICLE 16 EQUIPMENT AND TOOLS9)
ARTICLE 17 NAME TAGS9)
ARTICLE 18 LUNCHROOM AND CHANGEROOM9)
ARTICLE 19 SUBSTANCE ABUSE & ADDICTIONS9)
ARTICLE 20 HARASSMENT ASSOCIATED WITHIN THE WORKPLACE9)
ARTICLE 21 LEAVE OF PENALTY1	0
ARTICLE 22 PREGNANCY, PARENTAL AND ADOPTION LEAVE1	0
ARTICLE 23 INJURY ALLOWANCE1	1

ARTICLE 24 JURY DUTY11
ARTICLE 25 BEREAVEMENT12
ARTICLE 26 TRAVELING ALLOWANCE12
ARTICLE 27 PAYMENT OF WAGES12
ARTICLE 28 CESSATION OF OPERATIONS12
ARTICLE 29 CONTRACTING OUT12
ARTICLE 30 EQUAL OPPORTUNITY EMPLOYMENT12
ARTICLE 31 HOURS OF WORK12
ARTICLE 32 SCHEDULING CLAUSE13
ARTICLE 33 SHIFT START TIME / END TIME13
ARTICLE 34 OVERTIME EQUALIZATION 14
ARTICLE 35 OVERTIME PAY14
ARTICLE 36 TEMPORARY ASSIGNMENTS
ARTICLE 37 TRANSFERS OUT OF BARGAINING UNIT14
ARTICLE 38 TRAINING14
ARTICLE 39 HEALTH AND SAFETY15
ARTICLE 40 BENEFITS15
ARTICLE 41 VACATIONS15
ARTICLE 42 PAID HOLIDAYS16
ARTICLE 43 CLASSIFICATIONS AND WAGES17
ARTICLE 44 GRATUITIES21
ARTICLE 45 STRIKES AND LOCKOUTS21
LETTERS OF UNDERSTANDING#123
LETTERS OF LINDERSTANDING #2



The purpose of the Collective Agreement between the Palace Casino Staff Association and the Employer is to maintain a mutually satisfactory working relations between the Employer and its Employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation.

ARTICLE 1 DURATION

- 1.01 This Agreement shall be effective Monday <u>after ratification</u> and shall continue in effect for two (2) years up to and including October 6th, 1999 and shall remain in force and effect from year to year hereafter unless written notice to he gotiate a renewal, or revision and renewal is given by either party at least sixty (60) days prior to the expiration date hereof. During the period required to negotiate a new Agreement, this Agreement shall remain in full force and effect without change.
- 1.02 The party giving notice shall include its written proposals for amendments to the agreement.
- 1.03 Letters of understanding may be mutually agreed to as appropriate.
- 1.04 Both parties agree to meet at least once every three months or **as** needed.

ARTICLE 2 DEFINITIONS

- 2.01 The word "Association" means the Palace Casino Staff Association (PCSA).
- 2.02 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 2.03 The word "employee" shall mean a person covered by this Agreement as defined by PCSA bylaws.
- 2.04 "Full time employee" means an employee who is scheduled for and normally works the full normal daily or weekly hours on average. The average will be calculated exclusive of overtime, any approved leave of absence and any hours lost for being sent home early.
- 2.05 "Part time employee" means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime,

ARTICLE 3 SENIORITY/EMPLOYMENT DATE

- 3.01 Seniority, for a fill-time employee, shall be defined as the length of continuous service as a full-time employee with the employer.
- **3.02** Seniority, for a part-time employee, shall be defined **as** the length of continuous service with the employer.
- **3.03** Employment date for all employees is defined **as** their start date with the Palace Casino.

ARTICLE 4 RECOGNITION

- 4.01 The Employer recognizes the Palace Casino Staff Association as the sole bargaining agent for all employees of the Palace Casino excluding, Directors, Managers, Assistant Managers, Supervisors, the Controller, Office Administration Staff, Chefs and those employees exercising managerial functions.
- 4.02 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Association and to participate in the lawful activities thereof.
- 4.03 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in this Agreement.

ARTICLE 5 ASSOCIATION MEMBERSHIP

- As a condition of continued employment, all employees hired, rehired, reinstated or transferred (someone returning to the bargaining unit), will be required to complete and sign an application for membership and authorization for payroll deduction of dues and initiation fees. The employer will give this application to an employee on their start date, along with copies of bylaws, constitution, executive list and The Collective Agreement.
- **5.02** During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this agreement, association initiation fees and dues prescribed by the constitution and by-laws of the association. **a** the last pay period of each month and prior to the tenth day of the following month, the Employer shall remit to the association the total of the deduction made.
- The Employer will also supply a list of those members who did not have association dues deducted. The list will include the employees full name and the reason why no deductions were made.
- The PCSA will notify the Employer of any change in the amount of dues and/or initiation fees to be deducted with sufficient notice (one month) to effect the change.
- **5.05** The Employer will indicate on employees' T4 slips a statement of the annual association dues which have been deducted.

ARTICLE 6 ASSOCIATION REPRESENTATION

- 6.01 The Company will recognize five **full** time Association representatives. These five persons will be elected from the membership of the Association. These five persons will be authorized to deal with Association business (including, but not limited to, grievances, health and safety and equity issues).
- 6.02 Both parties recognize that all employees including Association representatives have regular duties to perform for the Employer. **An** Association representative shall be allowed, during their working hours, without loss of time or pay **to** leave their regular duties for a reasonable length of time to investigate, adjust, write and present grievances or complaints, subject to the fact that this procedure shall not be abused by either party. Prior to leaving their regular duties, Association members must first obtain permission from their supervisor. Such permission will not be unreasonably withheld providing the Alberta Gaming and Liquor Commission's Terms and Conditions of the casino license are not violated.
- 6.03 The Association Executive will be paid their regular hourly rate of pay, plus tips if applicable, for planning meetings up to a maximum of 16 hours per executive member (to a maximum of five members per calendar year). The executive must provide Management one (1) weeks written notice prior to the meeting
- 6.04 The Association Executive will be reimbursed for any lost scheduled hours of work at their regular rate of pay, plus tips if applicable, for negotiating meetings, and business meetings with Management.
- 6.05 The Employer will contribute furnished, private office space to the Association in order to conduct Association business on Company premises.

ARTICLE 7 STAFF ASSOCIATION RECOGNITION OF MANAGEMENT RIGHTS

- 7.01 The parties agree that all the functions, rights, personnel pay practices, powers and authority which the employer has not specifically abridged, delegated or modified by this Agreement are recognized by the PCSA as being retained by the management of the company.
- 7.02 In administering this Agreement, the employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

ARTICLE 8 DISCIPLINE AND DISCHARGE

- **8.01** The employer has the right to discipline and discharge an employee for "just cause."
- 8.02 The employer shall not be obligated to give any notice, whatsoever, or to give any pay in lieu thereof, to any employee who is discharged for rank insubordination, dishonesty, obvious disloyalty, or the use of alcohol or illegal drugs during working hours.
- **8.03** The company agrees that when the "Policies and Procedures" manual is rewritten the company will provide examples of these violations.

ARTICLE 9 ALBERTA GAMING AND LIQUOR COMMISSION TERMS AND CONDITIONS AND OPERATING GUIDELINES

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

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

ARTICLE 10 LAYOFFS AND RECALL

- 10.01 If a position ceases due to work shortage or contracting out, management will make every reasonable effort to place the laid off employee within the bargaining unit.
- 10.02 Where possible, the Employer will give twenty four (24) hours' notice of layoff to employees. This does not include instances where the charity's license has been canceled.
- 10.03 Layoffs and the recall of employees will be based on the required skills to maintain the business. Competency and skill level being equal, layoffs and recall will be based on seniority. For the purpose of layoff, seniority will be defined as length of continuous service in the position.
- 10.04 Should a layoff occur in the Food and Beverage area, the affected Food and Beverage employees will not be eligible to displace other employees in other areas of the casino. Should layoffs occur in other parts of the casino, the affected employees will not be able to displace the Food and Beverage employees

ARTICLE 11 NEW CLASSIFICATIONS

- 11.01 When a new classification is created, the Employer may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Employer to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Employer agrees to discuss with the Association its rationale for the rate of pay it establishes for the new classification. If the Employer and the Association fail to agree on the new rate or a classification for such new position, a grievance may be filed by the Association. The Association may file a grievance as outlined in this agreement.
- II.02 Vacancies within new classifications shall be posted within thirty (30) calendar days of startup. The posting will be filled in a accordance with the job posting provisions of the Collective Agreement.

ARTICLE 12 FULL TIME/PART TIME PIT BOSS JOB POSTING

- 12.01 In the event a full time or part time pit boss job(s) is created or a full time/part time pit boss vacancy is determined, the employer will post such new jobs or vacancies for a period of seven (7) working days in order to allow employees to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable.
- **12.03** A reasonable effort will be made to contact, in writing, an employee who is absent.
- **12.04** If there are no applications from the employees, or no applicant is found to be qualified for the position the Employer may fill the vacancy in such manner as it determines.
- **12.05 An** ad hoc selection committee will be established for the purpose of reviewing applications to the posting and interviewing qualified applicants. The committee will recommend a short list of candidate(s) for the position, to EXECUTIVE MANAGEMENT. Providing the candidate(s) have the experience, qualifications, education requirement and general abilities to fill the position, the candidate(s) will be chosen from the short list.
- 12.06 If experience, qualifications, education requirement and general abilities are equal the applicant from the short list with the most seniority will be awarded the position. EXECUTIVE MANAGEMENT's decision is final
- **12.07** During the probation period, if the position is discontinued or the employee's performance is not satisfactory, the employee shall be put back in their old position as if they had never left. Thereafter, the vacancy will be filled from the original short list first.
- 12.08 During the first thirty (30) days the promoted employee may return to their previous position as if they had never left, and the original vacancy will be filled from the original short list first.
- 12.09 Upon request by an applicant, the association will receive a rationale in writing, why one applicant was selected over another, provided the selected applicant was not the employee with the most seniority.

ARTICLE 13 PROBATIONARY PERIOD / EVALUATION

13.01 New dealers will be placed on a probationary period of 720 hours. During this probation the dealer may be terminated at any time without cause and without notice or pay in lieu of notice. *An* evaluation will be completed after 360 hours to determine progress and identify areas that need improvement. This probationary period of 720 hours at the PALACE CASINO will be included as part of the first 1440 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.

- 13.02 Pit bosses will be placed on a probationary period of 720 hours. An evaluation will be done after 360 hours to determine progress and identify areas that need improvement. At any time during this probationary period the pit boss may be returned to his former dealing position. This probationary period of 720 hours at the PALACE CASINO will be included as part of the first 1440 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.03 New security staff will be placed on a probationary period of 360 hours. During this probation the security staff member may be terminated at any time without cause and without notice or pay in lieu of notice. *An* evaluation will be completed after 180 hours to determine progress and identify areas that need improvement. This probationary period of 360 hours at the PALACE CASINO will be included as part of the first 1920 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.04 New slot cashier and slot attendant staff will be placed on a probationary period of 360 hours. During this probation the slot staff member may be terminated at any time without cause and without notice or pay in lieu of notice. An evaluation will be completed after 180 hours to determine progress and identify areas that need improvement. This probationary period of 360 hours at the PALACE CASINO will be included as part of the first 1440 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.05 New cleaning staff will be placed on a probationary period of 360 hours. During this probation the cleaning staff member may be terminated at any time without cause and without notice or pay in lieu of notice. *An* evaluation will be completed after 180 hours to determine progress and identify areas that need improvement. This probationary period of 360 hours at the PALACE CASINO will be included as part of the first 1440 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.06 New food and beverages staff and coat check staff will be placed on a probationary period of 360 hours. During this probation the food and beverages or coat check staff member may be terminated at any time without cause and without notice or pay in lieu of notice. An evaluation will be completed after 180 hours to determine progress and identify areas that need improvement. This probationary period of 360 hours at the PALACE CASINO will be included as part of the first 1440 hours of LEVEL 1. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.07 New Baccarat dealers will have a probationary period of 10 working shifts. Upon completion of 5 working shifts the employee must notify the Employer in order to receive an interim evaluation. After 10 working shifts the employee will be notified as to whether he/she has successfully passed the probation.
- 13.08 New Roulette dealers will have a probationary period of 16 working shifts. Upon completion of 8 working shifts the employee must notify the Employer in order to receive an interim evaluation. After 16 working shifts the employee will be notified as to whether he/she has successfully passed the probation.

- 13.09 New Poker dealers will have a probationary period of 10 working shifts. Upon completion of 5 working shifts for each game the employee must notify the Employer in order to receive an interim evaluation. After 10 working shifts the employee will be notified as to whether he/she has successfully passed the probation for each game.
- 13.10 New Caribbean Poker (Stud and Draw) dealers will have a probationary period of 10 working shifts. Upon completion of 5 working shifts the Employee must notify the Employee in order to receive an interim evaluation. After 10 working shifts the Employee will be notified **as** to whether they have successfully passed the probation for the game.
- 13.11 New Pai Gow with Tiles dealers will have a probationary period of 16 working shifts. Upon completion of 8 working shifts the Employee must notify the Employer in order to receive an interim evaluation. After 16 working shifts the Employee will be notified as to whether they have successfully passed the probation for the game.
- 13.12 All probationary dealers on new games shall be scheduled as consecutively as possible on that game. When the probationary period has been successfully passed the new rate of pay for the classification will be implemented at the beginning of the next full pay period.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.01 The Palace Casino is concerned about its employees' satisfaction on the job. Any problems or concerns affecting an employees' treatment or working conditions should be discussed **as** soon as possible after an aggravating situation occurs, so that ones' work is not adversely affected. Any differences between the parties to or the persons bound by the "Policies& Procedures" (written or unwritten), **as** to the interpretation, application, administration, or alleged violation, shall follow the procedure outlined below.
- 14.02 **An** employee(s) should first discuss the subject with the parties involved in **an** attempt to resolve the matter. At the request of the employee(s), **an** Association Representative may accompany and assist the employee(s) at this stage, and all subsequent stages of this procedure.
- 14.03 All attempts to solve the difference by the employee(s) should be made on their allotted breaks, but if this is not possible then prior to or after their allotted shift. When required, an attempt to include a Association Representative (at staff request), should be made by the Supervisor, which may result in management covering for the person or persons involved. Terms & Conditions of the casino license must take precedence.
- 14.04 STEP 1: If the difference cannot be settled informally, the employee(s) may file the grievance, through the association, in writing to EXECUTIVE MANAGEMENT within six (6) working days of the informal meeting, setting out the nature of the grievance.
- 14.05 STEP 2: EXECUTIVE MANAGEMENT shall within ten (10) working days, submit a written response to the parties concerned.

- 14.06 STEP 3: If the written response of EXECUTIVE MANAGEMENT is unsatisfactory to the employee(s) and the grievance has not been settled, the employee(s) may submit a written appeal with a formal statement of the grievance within six (6) working days to the Board of Directors.
- 14.07 STEP 4: The Board of Directors or the majority of the board if all cannot be present shall call a meeting between all concerned parties and attempt to resolve the grievance. The Board will submit a written decision to the parties concerned within six (6) working days. If the grievance is not resolved after step 4, then either party should initiate step 5 within thirty (30) working days.
- 14.08 STEP 5: MEDIATION If the grievance is not resolved after step 4, a single, mutually agreed upon, outside mediator will be appointed. The cost of this mediator will be shared equally by the Palace Casino and The Palace Casino Staff Association. The mediator shall provide a written recommendation to both parties with a view of settling the grievance.
- 14.09 STEP 6: ARBITRATION ~ If a grievance is not resolved after step 5, a single, mutually agreed upon, outside arbitrator will be appointed. The arbitrators decision will be legally binding on both parties. The cost will be shared equally by the Palace Casino and The Palace Casino Staff Association.
- 14.10 The arbitrator shall hear the circumstances of the grievance and shall issue a decision that shall be final and binding upon the employer, the association and the employee(s) affected by the decision.
- **14.11** The arbitrator shall not have jurisdiction to alter, add to, subtract **from,** modify, amend or change any provision of this agreement or to deal with any matter not covered by this agreement.
- 14.12 Default Clause: Should either party fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded upon redress and shall be abandoned unless the parties have mutually agreed in writing, to extend the time limits.

ARTICLE 15 TECHNOLOGICAL CHANGE

15.01 DEFINITION

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

15.02 ADVANCE NOTICE

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

15.03 **NEW** POSITIONS

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

15.04 **TRAINING**

Where the employer requires new or greater skills, such employees **as** approved by the employer shall, at the expense of the Employer, be provided with appropriate training. Should an employee be displaced by technological change, the displaced employee shall be given every opportunity to be placed in a position within the bargaining unit.

ARTICLE 16 EQUIPMENT AND TOOLS

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

ARTICLE 17 NAME TAGS

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

ARTICLE 18 LUNCHROOM AND CHANGEROOM

- **18.01** The Employer shall provide for all employees a lunchroom facility.
- **18.02** A Bulletin Board for Association business will be provided.

ARTICLE 19 SUBSTANCE ABUSE & ADDICTIONS

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

ARTICLE 20 HARASSMENT ASSOCIATED WITHIN THE WORKPLACE

- 20.01 The Employer and the PCSA recognize the problem of all types of harassment in the workplace as defined in the Alberta Human Rights Code and are committed to ending it. The employer agrees to investigate allegations of harassment and shall endeavor to resolve them in an expeditious manner.
- 20.02 Harassment is not a joke. It is cruel and destructive behavior against others that can have devastating effects. It is an expression of perceived power and superiority by the harasser(s)over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin. Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by

management or a coworker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

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

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

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

ARTICLE 21 LEAVE OF ABSENCE

21.01 A full time employee with approval of management may be granted a leave of absence, not to exceed three months. An employee requesting a leave, must do so in writing two weeks prior to commencement and indicate their intention to return two weeks prior to the end of the approved leave. The Employer will respond in writing within one week. A request for an extension of leave, must be made two weeks prior to returning, and may be granted by the Employer if request is reasonable. Request for leave of absence shall not be unreasonably denied. An employee who wishes to remain covered by the Benefit Plan prescribed in this agreement may do so by paying the full cost of the premiums monthly, in advance and the cost of these benefits and association dues must be paid prior to the start of the leave. Any exceptions require the approval of EXECUTIVE MANAGEMENT.

ARTICLE 22 PREGNANCY, PARENTAL AND ADOPTION LEAVE

22.01 The Employer and the Association agree to the principle of granting leave of absence to employees for the birth or adoption of a child. The Employer will grant employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.

- 22.02 **An** employee who qualifies for pregnancy leave pursuant to the Employment Standards Act is entitled, upon application, to an unpaid leave of absence totaling up to 26 weeks for pregnancy and parental leave. The employee shall give the Employer two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence and shall furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and estimating the day upon which the delivery will occur.
- 22.03 An employee who intends to resume her employment on the expiration of leave of absence granted to her pursuant to this Article shall so advise the Employer at least two (2)weeks in advance of the end of the approved leave period. The Employer shall reinstate the employee to her position without loss of seniority.

ARTICLE 23 INJURY ALLOWANCE

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

ARTICLE 24 JURY DUTY

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

ARTICLE 25 BEREAVEMENT

25.01 In the event of the death of an employee's spouse, partner, child, (including current stepchild), mother, father, sister, brother, (including current step-sister or step-brother), grandparent, current father-in-law, mother-in-law, son-in-law, daughter-in-law, current brother- in-law or sister-in-law, current stepparent or a current spouse, legal guardian, grandparent of a spouse and grandchildren the employee shall be granted an excused absence of one day (excluding regular days off and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time hourly rate of pay. Add one extra bereavement day to second year of contract (effective October 6th 1998).

ARTICLE 26 TRAVELING ALLOWANCE

26.01 The Employer will pay thirty-one cents (31 cents) per kilometer for all authorized kilometers driven by an employee in his/her own automobile **on** prior approved Employer's business.

ARTICLE 27 PAYMENT OF WAGES

27.01 The payment of wages will normally be made bi-weekly on Thursday by direct deposit. Banking closures may occasionally necessitate payment one day later.

ARTICLE 28 CESSATION OF OPERATIONS

- 28.01 The Employer shall advise the Association at least sixty days in advance of any planned permanent shut-down of it's Casino. This clause shall not apply to the transfer of operations from the current Casino to a new Casino location. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.
- 28.02 In the event of a planned permanent shut-down, the Employer will meet with the Association to discuss the contemplated closure with **a** view to providing **a** solution to the problem or jobs for the employees involved.

ARTICLE 29 CONTRACTING OUT

29.01 Prior to subcontracting out management will notify the Association and discuss this with them.

ARTICLE 30 EQUAL OPPORTUNITY EMPLOYMENT

30.01 The Employer and the Palace Casino Staff Association (PCSA) agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses except for those listed by the gaming commission which preclude a person qualifying for a license for which a pardon has not been granted, marital status or handicap, nor by reason of association membership or activity. It is agreed that the prohibited grounds of discrimination shall be as defined by the Alberta Human Rights Code and that the Code shall apply to the terms of this collective Agreement.

ARTICLE 31 HOURS OF WORK

- 31.01 The normal hours of work for a full time employee shall be 35-44 hours per week as scheduled by the employer. There shall be no split shifts for gaming staff.
- 31.02 Part-time employees will be scheduled as required on a regular basis.
- 31.03 The Employer will make every effort to post the various working schedules in appropriate locations at least two weeks in advance. The Employer will give at least two working days notice of its intent to change an employee's schedule except in cases of emergency. The Employer will not abuse the provisions of this Article.
- Any employee who wishes to switch a shift with a coworker in the same classification must notify the Employer in writing on a form to be supplied a minimum of twenty four hours prior to the shift, except in cases of emergency. Approval of such requests will not be unreasonably denied. The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts.
- 31.05 Employees will be provided with regular rest breaks during the course of the work day. Any substantial changes to the regular rest break will be discussed with the PCSA prior to implementation.

ARTICLE 32 SCHEDULING CLAUSE

- 32.01 The Employer reserves the right to schedule hours of casino operations, employee hours of work, rest periods, meal periods and overtime work.
- A scheduling date will be established for each employee. The scheduling date is defined as the date the employee started in the scheduling group (i.e. dealer, pit boss, cleaning, slot people, security, food and beverage, coat check). A new scheduling date will be established when an employee changes position (i.e. dealer to pit boss, coat check to dealer, cleaning to dealer, part time to full time, etc.).
- 32.03 It is agreed however, that for the purpose of scheduling dealer's hours of work, the following order will apply providing they have the required skills to deal the game.
- **32.04** Dealers are scheduled by scheduling date.
- 32.05 Part-time dealers are scheduled after full-time dealers are scheduled.

- 32.06 Pit Bosses are scheduled by scheduling date.
- 32.07 Part-time Pit Bosses are scheduled after full-time Pit Bosses are scheduled.
- **32.08** Acting Pit Bosses are scheduled after full-time Pit Bosses and part-time Pit Bosses are scheduled.

ARTICLE 33 SHIFT START TIME/END TIME

- 33.01 Employees are required to check in and be ready to start their shift 15 minutes prior to scheduled **start** time. This leeway time is unpaid. Employees who do not check in at the required time, are deemed to be late.
- There will be a 15 minute unpaid leeway time at the end of the employees scheduled shift for cleanup and table closing procedures.
- There will only be one 15 minute unpaid leeway time per employee per shift, any time in excess of this 15 minutes will be paid at the employees regular or overtime rate of pay, whichever is applicable.

ARTICLE 34 OVERTIME EQUALIZATION

- 34.01 If overtime is required the employees who are interested in working overtime that day, will be eligible to place their name on the posted overtime request sheet.
- When the Employer requires employees to work overtime, the Employer will ask 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 whose name is on the list will be scheduled to work the overtime by their scheduling date.
- 34.03 If no one has put their name on the list, the employer can schedule overtime in reverse scheduling date order.
- 34.04 The employer, upon request by an employee, will make available the list **of** overtime hours in each classification to the PCSA.

ARTICLE 35 OVERTIME PAY

35.01 All time worked by **an** employee in excess of eight hours in a day or forty four hours in a week will be paid at the rate of time and one-half the employee's regular straight time rate.

ARTICLE 36 TEMPORARY ASSIGNMENTS

An employee temporarily assigned by the Employer to a higher rated job classification will receive the higher rate of pay for work performed in the higher rated classification.

- 36.02 An employee who is temporarily assigned by the Employer to a lower rated classification will maintain his/her rate of pay in effect at the time of such assignment for the duration of the assignment.
- **An** employee requesting a temporary assignment to a lower rated position will receive the rate of the lower classification.

ARTICLE 37 TRANSFERS OUT OF THE BARGAINING UNIT

- 37.01 Employees who are or have been appointed or selected for an acting, relief or a full time supervisor position, or for any position not subject to the provisions of this Agreement, shall be credited with the seniority for all the time worked in this position upon returning to a position covered by this Agreement.
- 37.02 Employees having been employed in positions outside the bargaining unit shall, if subsequently transferred to a bargaining unit position will maintain their seniority.

ARTICLE 38 TRAINING

The training classes will be left open to employees who have passed probation.

Employees wishing to take training to improve their skills and learn new games will do so at their own expense. If the Employer requires an employee to take courses, the employee will be compensated for all approved costs.

ARTICLE 39 HEALTH AND SAFETY

39.01 A mutually agreed upon committee will be struck with at least three (3) members from the bargaining unit to monitor health and safety issues on an ongoing basis and report **their** findings monthly to the Association.

ARTICLE 40 BENEFITS

- 40.01 The following summarizes the benefit plan. Included in the package are basic term life, accidental death & dismemberment, dependent life, long term disability, extended health care, dental and vision.
- 40.02 All employees working on average 35 hours or more per week are eligible and must participate in the benefit plan. Before an employee is eligible for benefits, they must have worked full time (minimum 35 hours per week) for three (3) months. All currently covered employees will not have their benefits revoked unless they fall below their old average of 30 hours per week averaged over 3 months. To re-qualify they must attain the new average of 35 hours per week averaged over 3 months.
- 40.03 The Employer will pay 50% of the premium cost for each staff member who participates in the plan.
- **40.04** Eligibility is in accordance with the agreement with the insurer.

ARTICLE 41 VACATIONS

- 41.01 Employees will be assigned a common adjusted Vacation eligibility date of April 1st.
- 41.02 Newly hired employees will receive a payout of 4% of their year to date regular hours wages to April 1st.
- 41.03 Employees who have completed less **than** five **(5)** years of continuous service will be paid 4% of their previous years (from common adjusted date of April 1st to March 31st) regular hourly wages.
- 41.04 Employees who have completed more than five (5) years of continuous service will be paid 6% of their previous years (from the common adjusted date of April 1st to March 31st) regular hourly wages.
- 41.05 Full-time employees will receive their vacation pay prior to leaving on vacation. A written request must be submitted two (2) weeks prior to taking the vacation.
- 41.06 Part-time employees will receive their vacation pay entitlement the first full pay period in April.
- 41.07 Vacations shall be scheduled from April 1st to September 30th, unless otherwise mutually agreed by the employer and the employee. So far as practical and consistent with the employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The employment date will be used for granting applications in selection of vacation dates, except the final determination of vacation dates shall be made by the employer in line with existing conditions.
- 41.08 Employees will have the opportunity to schedule time off for the purpose of vacation based on the following consecutive years of service after the adjusted date of April 1st:

 Less than five (5) years two (2) weeks vacation

 More than five (5) years three (3) weeks vacation
- 41.09 Part-time vacation schedules will be completed following the selection of vacation time by full-time employees.
- 41.10 All other issues not covered by this article shall be determined by the current Employment Standards Code of Alberta.

ARTICLE 42 PAID HOLIDAYS

- 42.01 If an employee works on a paid holiday then the employee will be paid for all hours worked on such a day at the rate of one and one-half times their regular rate of pay.
- 42.02 The Employer will pay all employees their regular straight time hourly rate of pay for all paid holidays set out in the Article, provided the employee qualifies for the pay.

- 42.03 In order to qualify for holiday pay, an employee must work on his/her last scheduled work day preceding the day on which the holiday is to be observed and on the employees first scheduled work day after the day on which the holiday is to be observed unless the employee is on vacation.
- **42.04** In the event a paid holiday is observed within an employee's vacation period, the employee will be paid for that holiday.
- **42.05** Statutory Holidays will be paid in accordance with the current Alberta Employment Standards Code.
- **42.06** The parties recognize the following ten (10) paid holidays:

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day

Family Day

Christnes Day

Remembrance Day

Canada Day

Boxing Day

52.22

ARTICLE 43 CLASSIFICATIONSAND WAGES

When new games have been approved by Gaming and prior to the **training**, the Management shall, when possible, inform the Association and will discuss the rationale to determine the implementation of a new dealer's category.

43.02 DEALING STAFF

- Dealer I Level 1-5 Blackjack, Red Dog, Sic Bo and any other proprietary game.
- Dealer II ~ Level 1-5 Blackjack, Red Dog, Sic Bo game plus one (1) other game. Three (3) of any active proprietary games will equal a new game used to advance you to the next level.
- Dealer III Level 1-5 Blackjack, Red Dog, Sic Bo, plus at least two (2) other games. Three (3) of any active proprietary games will equal a new game used to advance you to the next level.
- Dealer IV Level 1-5 Blackjack, Red Dog, Sic Bo, plus at least three (3) other games. Three (3) of any active proprietary games will equal a new game used to advance you to the next level.
- Dealer Pai Gow with Tiles, will be paid **a** premium of \$0.25 per hour after probation is completed.

43.03 **REGULAR PAY SCHEDULES**

The Palace **Casino** will pay all dealing, pit boss, security, cleaning, slot, food and beverage, coat check **staff** wages and salaries on an hourly **basis** in accordance with the following schedules. Increases in levels will be determined by actual hours worked.

DEALERS

YEAR 1

	Level 1 <1440	Level 2 > 1440	Level 3 >2880	Level 4 >4320	Level 5 > 5760
Dealer 1	6.20	6.60	6.95	7.30	7.50
Dealer 2	6.65	6.85	7.20	7.55	7.75
Dealer 3	6.80	7.10	7.45	7.80	8.00
Dealer 4	7.05	7.35	7.70	8.05	8.25

YEAR2

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320	Level 5 > 5760
Dealer 1	6.35	6.75	7.10	7.45	7.65
Dealer 2	6.80	7.00	7.35	7.70	7.90
Dealer 3	6.95	7.25	7.60	7.95	8.15
Dealer 4	7.20	7.50	7.85	8.20	8.40

PIT BOSSES

^{*} Acting/ Part Time Pit Bosses (\$15.00/hr.)

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320	Level 5 > 5760
YEAR 1	15.45	16.05	16.55	16.80	17.05
YEAR 2	15.65	16.25	16.75	17.00	17.25

SECURITY

	Level 1 < 1920	Level 2 > 1920	Level 3 > 3840	Level 4 > 5760
YEAR 1	8.50	9.10	9.60	9.85
YEAR 2	8.65	9.25	9.75	10.00

CLEANING STAFF

	Level 1 < 1440	Level 2 > 1440	Level 3 > 2880	Level 4 > 4320
YEAR 1	5.30	5.65	5.90	6.15
YEAR 2	5.45	5.80	6.05	6.30

SLOT ATTENDANT

NOTE: The current slot attendants will not be affected by these new levels and will advance to level **4** after they work the required **1440** hours.

	Level 1 <1440	level 2 > 1440	Level 3 >2880	Level 4 >4320
YEAR 1	7.00	7.15	7.25	7.35
YEAR 2	7.15	7.30	7.40	7.50

SLOT CASHIER

	Level 1 <1440	Level 2 > 1440	Level 3 >2880	Level 4 >4320
YEAR 1	8.50	8.75	9.10	9.60
YEAR 2	8.65	8.90	9.25	9.75

FOOD AND BEVERAGE

YEAR 1

	Level 1 <1440	Level 2 > 1440	Level 3 >2880	Level 4 >4320
Servers	5.00	5.60	5.90	6.10
Coat Check	5.30	5.65	5.90	6.15
	Level 1<1920	Level 2 > 1920	Level 3 >3840	Level 4 >5760
Bartenders	6.50	7.10	7.60	8.00
Head Bartender	7.00	7.60	8.10	8.50
Dishwasher/Bus person	5.50	6.10	6.35	6.60
Hot/Cold Line Cook	6.50	7.10	7.60	7.85
1 st Cook	8.00	8.60	8.85	9.10

YEAR 2

	Level 1 <1440	Level 2 > 1440	Level 3 >2880	Level 4 >4320
Servers	5.15	5.75	6.05	6.25
Coat Check	5.45	5.80	6.05	6.30
	Level 1<1920	Level 2 > 1920	Level 3 >3840	Level 4 > 5760
Bartenders	6.65	7.25	7.75	8.15
Head Bartender	7.15	7.75	8.25	8.65
Dishwasher/Bus person	5.65	6.25	6.50	6.75
Hot/Cold Line Cook	6.65	7.25	7.75	8.00
1st Cook	8.15	8.75	9.00	9.25

43.04 A dealers placement on the grid will be based on the position that **the** employee **is** qualified for and the hours the employee has worked at the Place Casino.

Normally all new dealing staff will be placed at Level 1 of the appropriate position and will be required to complete a probationary periods of 720 hours at the Palace Casino which is included **as** part of the first 1440 hours of Level 1. Any exceptions require the approval of the Executive Management.

Movement from level to level is based on hours of employment at the Palace Casino. Staff move to the next grid level after 1440 hours at the current grid level. Position changes will be based on the number of games the employee is qualified to deal. Dealers changing positions will remain at the same level, however, the number of hours accumulated at that level in the previous position will be applied to the new position.

- **43.05** Dealers may be appointed **as** acting Pit Bosses from time to time and will be paid \$15.00 per hour. All hours accumulated in an acting position will be applied to the individuals current position and will not accumulate as probationary Pit Boss hours.
- 43.06 A Pit Bosses placement on the grid will be based on the position that the employee is qualified for and the hours the employee has worked at the Palace Casino.

Normally all new promoted Pit Bosses will be placed at Level 1 and are required to complete a probationary period of **720** hours at the Palace Casino which is included **as** part of the first 1440 hours of Level 1. Any exceptions require the approval of the Executive Management

Movement from level to level is based on hours of employment as a Pit Boss at the Palace Casino.

- **43.07 An** Acting Pit Boss is appointed specifically to fill in when there is a shift open which cannot be filled by a Pit Boss. The hours worked **as** an acting Pit Boss will be applied to the individuals current position and not be applied to the hours accumulated as a Pit Boss, either probationary or regular.
- **43.08** A Security Staff placement on the grid will be based on the position that the employee is qualified for and the hours the employee has worked at the Palace Casino. Staff will move to the next level after 1920 hours worked in a security position at the Palace Casino.

Normally all new security staff will be placed at Level 1 and will be required to complete a probationary period of **360** Hours at the Palace Casino which is included **as** part of the first 1920 hours of Level 1. Any exceptions require the approval of the Executive Management.

Movement from level to level is based on hours of employment at the Palace Casino.

- 43.09 Cleaning Staff employees will be placed on the salary grids according to position and hours of employment at the Palace Casino. Normally all new staff to the Palace Casino will be placed at Level 1 of the appropriate position and required to complete a probationary period of 360 hours of employment at the Palace Casino unless approved by the Executive Management.
- 43.10 Slot Attendants and Slot Cashiers will be placed on the grids according to position and

hours of employment at the Palace Casino. Normally all new staff to the Palace Casino will be placed at Level 1 of the appropriate position and required to complete a probationary period of 360 hours of employment unless approved **by** the Executive Management

ARTICLE 44 GRATUITIES

44.01 For the purpose of this agreement, Gratuity, means a tip in the form of cash and/or gaming chips. All other forms of gratuities will be discouraged.

DEALERS - Tips are pooled and distributed equally among dealers **as** defined in Terms and Conditions. Dealers tips can be in the form of gaming chips only. NO CASH TIPS ARE ALLOWED.

SLOT ATTENDANTS, SLOT CASHIERS - Are allowed to accept tips in cash and gaming chips. Tips are pooled and distributed equally.

BARTENDERS, SERVERS and CLEANING STAFF - Are allowed to accept tips in cash and gaming chips.

COAT CHECK - Are allowed to accept tips in cash and gaming chips. Tips are pooled and distributed equally.

44.02 Pit Bosses and Security **Staff** are not allowed to accept gratuities of any kind.

ARTICLE 45 STRIKES AND LOCKOUTS

45.01 The Association will not cause or permit it's members to cause, nor will any member of the Association 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 Association will not cause or sanction it's members to cause, nor will any member of the Association 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.

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LETTER OF UNDERSTANDING

Number 1997-01

Between

The Palace Casino Staff Association

And

The Palace Casino

The Company and The Association agree that Full time status as defined in the CBA will be the criteria in the promotion of staff to any Full time or Acting Pit Boss position.					
For the Company					
·					

LETTER OF UNDERSTANDING

Number 1997-02

Between

The Palace Casino Staff Association

And

The Palace Casino

Date:	October 1 st , 1997					
The Company and The Association agree that:						
1.	The Company will continue to schedule dealers for Acting Pit Boss relief situations and they will receive \$15.00/hr. for all hours worked while performing the Pit Boss duties.					
2.	Part time Pit Bosses will be paid at a rate of \$15.00/hr.					
Should an acting Pit Boss or a Part time Pit Boss be promoted to a Full time position, all of the hours worked as an acting or Part time Pit Boss will be credited to the Pit Boss levels of the pay scale. Should the Company require more than five (5) Part time Pit Bosses, the Company shall discuss and provide reasons for the proposed change to the PCSA.						
For the I	PCSA	For the Company				
						

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AGREEMENT BETWEEN THE PALACE CASINO STAFF ASSOCIATION

and

BOARD DIRECTORS of the PALACE CASINO

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

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE ASSOCIATION
Date:	Date:

CARRELE CARRELES

SUMMARY OF BENEFITS

pages of each benefit. The Summary highlights the benefits provided under your group insurance coverage, according to the class to which you belong. For more detailed information please consult the descriptive

KOUR PERSONAL COVERAGE

YTT EMPLOYEES

Life insurance

10001525

Accidental death and dismemberment benefit

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Optional life insurance

Per unit of \$10,000, maximum of 20 units.

Evidence of insurability is required in all cases.

Optional accidental death and dismemberment benefit

Per unit of \$10,000, maximum of 20 units.

roud ferm disability income benefit

66.67% of your basic menthly income limited to a maximum of \$3,000, subject to reductions. However, your overall disability benefit from all sources shall be limited to 85% of your net monthly income, determined at the beginning of the disability.

Maximum benefit period: To your 65th birthday.

Elimination period:

The benefits are non-taxable.

Benefit amounts are rounded to the next highest dollar.

Il weeks.

YOUR DEPENDENTS' LIFE INSURANCE

Sum Insumed

Spouse

\$5,000

Each child:

From birth

\$2,500

YOUR DEPENDENTS' OPTIONAL LIFE INSURANCE

Spouse

Per unit of \$10,000. Maximum of 20 units.

Evidence of insurability is required in all cases.

Child

Per unit of \$5,000 per child. Maximum of 5 units.

Evidence of insurability is required in all cases.

YOUR DEPENDENTS' ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Spouse

40% of your optional accidental death and dismemberment benefit.

Child

 $\$\$, per child, (10%, per child, if there is no surviving spouse) of your optional accidental death and dismemberment benefit.

. HEALTH INSURANCE FOR YOU AND YOUR DEPENDENTS

Hospitalization within Canada

Semi-private room

Without deductible and without any limit as to the number of days.

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Medical expenses

Reimbursement

No deductible.

The covered expenses are reimbursed at 100%.

The maximum amount reimbursed, per insured person, for expenses incurred in Canada is unlimited.

Covered expenses

Services of a registered nurse, up to a maximum of \$10,000 per calendar year.

Paramedical care given by a speech therapist, physiotherapist and audiologist, up to \$500 per calendar year per specialist.

Services of a chiropractor, osteopath and naturopath, limited to one professional visit per day, up to \$500 per calendar year per specialist.

Services of a podiatrist, limited to one professional visit per day, up to \$500 per calendar year.

Services of a psychologist, limited to one professional visit per day, up to \$500 per calendar year.

Hearing aids, up to \$300 per each consecutive three-year period.

Vision Care: prescription eye glasses (frame and lenses) or contact lenses and eye examinations, up to \$200 per each consecutive twenty-four month period.

Hospitalization outside Canada in case of emergency, semi-private room without limit as to the number of days.

For medical and surgical expenses incurred outside the province in case of emergency, the maximum amount reimbursed per insured person and per calendar year is \$5,000,000 (including hospitalization outside Canada). However, if you are on leave of absence, or are not actively at work due to a lay-off, strike or lock-out for a period exceeding three months, the maximum amount is \$50,000, per insured person, per each consecutive five-year period.

PRESCRIBED DRUG PLAN FOR YOU AND YOUR DEPENDENTS

Reimbursement

The deductible per prescription unit is the dispensing fee.

The covered expenses are reimbursed at 100%, after paying the deductible.

Covered expenses

Plan 49

TRAVEL ASSISTANCE FOR YOU AND YOUR DEPENDENTS

This benefit provides medical assistance, in case of emergency, outside your province of residence.

DENTAL CARE FOR YOU AND YOUR DEPENDENTS

The plan provides for the reimbursement of expenses for preventive, basic, major and orthodontic treatments.

No deductible.

The covered expenses are reimbursed at:

- 80% for preventive treatments
- 80% for basic treatments
- 50% for major treatments
- 50% for orthodontic treatments.

The maximum amount reimbursed for preventive, basic and major treatments is limited to \$1,000 per calendar year per insured person.

The maximum amount reimbursed for orthodontic treatments is limited to a lifetime maximum of \$1,500 per insured person.

Covered expenses are reimbursed according to the current fee schedule.

GENERAL INFORMATION

Eligibility

TELESTICAL STREET

New employees are eligible after they have been employed for at least 6 months, in which they have worked a minimum 30 hours per week on a continuous permanent basis during the last 90 days prior to being eligible and provided they are under age 65.

Termination of coverage

Termination of coverage	
Participant's Life Insurance	Earlier of your retirement and age 65.
Participant's Accidental Death and Dismemberment Benefit	Earlier of your retirement and age 65.
Participant's Optional Life Insurance	Earlier of your retirement and age 65,
Participant's Optional Accidental Death and Dismemberment Benefit	Earlier of your retirement and age 65.
Long Term Disability Income Benefit	When you reach age 65 or your normal retirement age under your employer's pension plan, if earlier.
Dependents' Life Insurance	Earlier of your retirement and age 65,
Dependents' Optional Life Insurance	Earlier of your retirement and age 65,
Dependents' Optional Accidental Death and Dismemberment Benefit	Earlier of your retirement and age 65,
Health Insurance	Earlier of your retirement and age 65 ,
Prescribed Drug Plan	Earlier of your retirement and age 65.
Travel Assistance	Earlier of your retirement and age 65.
Dental Care Benefit	Earlier of your retirement and age 65.