

**COLLECTIVE
AGREEMENT**

BETWEEN

**GATEWAY CASINOS
CANADA INC.**

&

PCSA

100-10100-10100-10100-10100
1111 NEW YORK ST.

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 COMMISSION TERMS AND CONDITIONS AND OPERATING GUIDELINES	4
ARTICLE 10	LAYOFFS AND RECALL	4
ARTICLE 11	NEW CLASSIFICATIONS	4
ARTICLE 12	(A) FULL TIME FLOOR SUPERVISOR JOB POSTING	5
ARTICLE 12	(B) PART TIME FLOOR SUPERVISOR JOB POSTING	5
ARTICLE 12	(C) ACTING FLOOR SUPERVISOR JOB POSTING	6
ARTICLE 13	PROBATIONARY PERIOD/EVALUATION	7
ARTICLE 14	GRIEVANCE PROCEDURE	8
ARTICLE 15	TECHNOLOGICAL CHANGE	9
ARTICLE 16	EQUIPMENT AND TOOLS	10
ARTICLE 17	NAME TAGS	10
ARTICLE 18	LUNCHROOM AND CHANGEROOM	10
ARTICLE 19	SUBSTANCE ABUSE AND ADDICTIONS	10
ARTICLE 20	HARASSMENT ASSOCIATED WITHIN THE WORKPLACE	10
ARTICLE 21	LEAVE OF ABSENCE	11
ARTICLE 22	PREGNANCY, PARENTAL AND ADOPTION LEAVE	11
ARTICLE 23	INJURY ALLOWANCE	12

ARTICLE 24	JURY DUTY	12
ARTICLE 25	BEREAVEMENT	12
ARTICLE 26	TRAVELLING ALLOWANCE	13
ARTICLE 27	PAYMENT OF WAGES	13
ARTICLE 28	CESSATION OF OPERATIONS	13
ARTICLE 29	CONTRACTING OUT	13
ARTICLE 30	EQUAL OPPORTUNITY EMPLOYMENT	13
ARTICLE 31	HOURS OF WORK	14
ARTICLE 32	SCHEDULING CLAUSE	14
ARTICLE 33	SHIFT START TIME/END TIME	14
ARTICLE 34	OVERTIME ALLOCATION	15
ARTICLE 35	OVERTIME PAY	15
ARTICLE 36	TEMPORARY ASSIGNMENTS	16
ARTICLE 37	TRANSFERS OUT OF THE BARGAINING UNIT	16
ARTICLE 38	TRAINING	16
ARTICLE 39	HEALTH AND SAFETY	16
ARTICLE 40	BENEFITS	16
ARTICLE 41	VACATIONS	17
ARTICLE 42	PAID HOLIDAYS	18
ARTICLE 43	CLASSIFICATIONS AND WAGES	19
ARTICLE 44	GRATUITIES	24
ARTICLE 45	STRIKES AND LOCKOUTS	24

LETTERS OF UNDERSTANDING

INDEX

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

ARTICLE 1 DURATION

- 1.01 **This** agreement shall be effective Sunday after ratification and shall continue in effect for three (3) years up to and including October 31, 2002 and shall remain in force and effect from year to year hereafter unless written notice to negotiate 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.
- 2.06 "Technological Change" is defined **as** a substantial change in technology to the process, equipment or methods of operation that differs significantly from those previously utilized by the Employer.
- 2.07 "Proprietary Game" means a privately owned game that is protected by patent, copyright or trademark for which the company pays a user fee for the right to operate it

ARTICLE 3 SENIORITY/ EMPLOYMENT DATE

- 3.01 Seniority, for a full-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

- 5.01 As a condition of continued employment, all employees hired, rehired, reinstated or transferred (someone returning to the bargaining unit), will be required to complete and sign an application for 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. On 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.
- 5.03 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,
- 5.04 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 recognizes the significant commitment of being a representative of the Association. The Company will recognize the five Association representatives that form the Executive Committee. A list of the Executive Committee must be provided, in writing, to Management twice a year. These five persons will be authorized to deal with Association business (including, but not limited to, grievances, health and safety and **equity** issues). Both parties recognize that all employees including the Association Executive have regular duties to perform for the Employer. Association Executives 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 Executive members must first obtain permission from their supervisor. Such permission will not be unreasonably withheld providing the Alberta **Gaming** Commission's Terms and Conditions of the casino license are not violated.
- 6.02 For the purpose of negotiations, the Company agrees to recognize five **(5)** Association Representatives that form the Negotiating Committee, This Committee will consist of a **minimum** of three (3) full time employees who must be members of the Association. The Negotiating Committee will be paid a total of 100 hours per calendar year for planning and preparing for negotiations. These hours will be distributed to pay recognized members of the negotiating committee their regular hourly rate of pay plus tips, if applicable. These members **must** provide Management one (1) weeks written notice prior to these preparatory meetings.
- Representatives will be reimbursed for any lost scheduled hours of work for negotiating meetings with Management. All hours for negotiating will be paid at the regular hourly rate of pay plus tips, if applicable.
- 6.03 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 **rark** insubordination, dishonesty, obvious disloyalty, theft, 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 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 full time position ceases due to work shortage or contracting ~~out~~, management will make **every** reasonable effort to place the affected 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 scheduling date.
- 10.04 Should a layoff occur in any department, the laid ~~off~~ employees will not be eligible to displace employees in other **areas** of the Casino.

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.
- 11.02 Vacancies **within** new classifications ~~shall~~ be posted ~~within thirty~~ (30) calendar days of startup. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

ARTICLE 12(A) FULL TIME FLOOR SUPERVISOR JOB POSTING (GAMING ONLY)

- 12.01** In the event a full time floor supervisor position becomes vacant or is created, the employer will post such vacancies for a period of seven (7) working days in order to allow acting and part time floor supervisors to apply.
- 12.02** The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the **posting**.
- 12.03** A reasonable effort will be made to contact **an** employee who is absent.
- 12.04** If there **are** no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05** If the position is discontinued, or the employee's performance is unsatisfactory during the probationary period, the employee shall return to their former position as if they had never left.
- 12.06** Within 60 calendar days of the appointment, a promoted employee may request to return to their previous position as if they had never left.
- 12.07** If Management deems it is necessary to fill a vacancy within sixty (60) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after sixty (60) calendar days, Management will be required to post.
- 12.08** Upon request by an applicant, the applicant will receive an interview and an explanation will be provided **as** to why they did not receive the position.

ARTICLE 12(B) PART TIME FLOOR SUPERVISOR JOB POSTING (GAMING ONLY)

- 12.01** In the event a part time floor supervisor position becomes vacant or is created, the Employer will post such vacancies for a period of seven (7) working days in order to allow acting and full time floor supervisors to apply.
- 12.02** The Employer **has** the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03** A reasonable effort will be made to contact an employee who is absent.
- 12.04** If there are no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05** If the position is discontinued, or the employee's performance is **unsatisfactory** during the probationary period, the employee shall return to their former position as if they had never left.
- 12.06** Within sixty (60) calendar **days**, a promoted employee may request to return to their previous position **as** if they had never left.

- 12.07 If Management deems it is necessary to fill a vacancy within sixty (60) calendar days of the appointment, Management may select a replacement **from** the short list or post. If Management deems it is necessary to fill a vacancy after sixty (60) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they did not receive the position.

ARTICLE 12(C) ACTING FLOOR SUPERVISOR JOB POSTING (GAMING ONLY)

- 12.01 In the event dealers acting **as** floor supervisor are required, the employer will post such vacancies for a period of seven (7) working days in order to allow qualified full time and part time dealers to apply.
- 12.02 The Employer **has** the right to establish the educational requirements, relevant experience and general abilities, provided these criteria **are** reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 An ad hoc selection committee consisting of three (3) members: 1 Dealer, 1 Floor Supervisor, and 1 Pit Manager will be established for the purpose of interviewing qualified applicants. **Human** Resources will provide guidelines for **this** committee to follow. The committee will recommend a short list of candidate(s), in alphabetical order, to the **EXECUTIVE** MANAGEMENT. Providing the candidate(s) have the experience, **qualifications**, educational requirements and general abilities, the candidate(s) will be chosen from the short list.
- 12.05 If there are no applications from the employees, or no applicant is found to be qualified, the Employer may fill the vacancy in such a manner **as** it determines.
- 12.06 If experience, qualifications, educational requirements and general abilities are equal the applicant from the short list with the most seniority will be chosen. **EXECUTIVE** MANagements decision will be **final**.
- 12.07 If the employee's performance is unsatisfactory during their probationary period, they may be relieved of their acting floor supervisor duties.
- 12.08 If Management deems it is necessary to fill a vacancy within sixty (60) calendar days of the appointment, Management may select **a** replacement from the short list or post. If Management deems it is necessary to fill a vacancy after **sixty** (60) calendar days, Management will be required to post.
- 12.09 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they were unsuccessful.

ARTICLE 13 PROBATIONARY PERIOD / 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 Dealers acting as Floor Supervisors will be placed on a probationary period of 480 hours. **An** evaluation will be done after 240 hours to determine progress and identify areas that need improvement. At any time during this probationary period, dealers acting **as** Floor Supervisors may be relieved of his/her acting duties. This probationary period of 480 hours at the PALACE CASINO will be credited towards the Floor Supervisor pay scale when promoted to Floor Supervisor. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.03 New Floor Supervisors will be placed on a probationary period of 480 hours. An evaluation will be done after 240 hours to determine progress and identify areas that need improvement. At any time during **this** probationary period the Floor Supervisor may be returned to, or placed in, a dealing position. This probationary period of 480 hours at the PALACE CASINO will be credited towards the Floor Supervisor pay scale. Any exceptions require the approval of EXECUTIVE MANAGEMENT.
- 13.04 New security *staff* will be placed on a probationary period of 480 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 240 hours to determine progress and identify **areas** that need improvement. **This** probationary period of 480 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 slot staff will be placed on a probationary period of 480 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 240 hours to determine progress and identify areas that need improvement. This probationary period of 480 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 maintenance *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.
- 13.07 New **food** and beverages *staff* **and** coat check *staff* will be placed on a probationary period of 480 hours. During **this** probation the food **and** beverage 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 240 hours to determine progress and identify areas **that** need improvement. This probationary period of 480 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.

- 13.08 New Baccarat dealers will have a probationary period of 70 hours. Upon completion of 35 hours, the employee will receive an interim evaluation. After 70 hours the employee will receive a final evaluation and be notified as to whether he/she has successfully passed the probation.
- 13.09 New Roulette dealers will have a probationary period of 112 hours. Upon completion of 56 hours, the employee will receive an interim evaluation. After 112 hours the employee will receive a final evaluation and be notified as to whether he/she has successfully passed the probation.
- 13.10 New Poker dealers will have a probationary period of 70 hours. Upon completion of 35 hours for each game, the employee will receive an interim evaluation. After 70 hours the employee will receive a final evaluation and be notified as to whether he/she has successfully passed the probation.
- 13.11 New Pai Gow with Tiles dealers will have a probationary period of 112 hours. Upon completion of 56 hours, the Employee will receive an interim evaluation. After 112 hours the Employee will receive a final evaluation and be notified as to whether they have successfully passed the probation for the game.
- 13.12 New Craps dealers will have a probationary period of 126 hours. Upon completion of 63 hours, the Employee will receive an interim evaluation. After 126 hours the Employee will receive a final evaluation and be notified as to whether they have successfully passed the probation for the game.
- 13.13 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 this agreement, as to the interpretation, application, administration, or alleged violation, shall follow the procedure outlined below.
- 14.02 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 an 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.
- 14.03 STEP 1: 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.
- 14.04 STEP 2: If the difference has not been resolved, the employee should discuss the matter with their department Manager.

- 14.05** STEP 3: If the difference cannot be resolved at STEP 2, the employee(s) may file a grievance ~~through~~ the Association, in writing, to EXECUTIVE MANAGEMENT. ~~This~~ grievance must be presented to the Employer within fourteen (14) calendar days following STEP 2. In the event of a termination, the grievance must be presented within fourteen (14) calendar days from the date of termination or be forfeited and waived by the aggrieved party.
- 14.06** STEP 4: EXECUTIVE MANAGEMENT shall within fourteen (14) calendar days following STEP 3, submit a written response to the parties involved.
- 14.07** STEP 5: If the written response from EXECUTIVE MANAGEMENT is unsatisfactory and the grievance has not been settled, a formal meeting will be arranged within ~~thirty~~ (30) calendar days from STEP 4 in an attempt to settle the grievance.
- 14.08** Default Clause - Should either party fail to comply with any time limit in the Grievance procedure, the grievance ~~will~~ be considered conceded upon redress and shall be abandoned ~~unless~~ the parties have mutually agreed in writing to extend the time limits.
- 14.09** STEP 6: MEDIATION – If the grievance is not resolved after STEP 5, 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.
- 14.10** STEP 7: ARBITRATION - If a grievance is not resolved after STEP 6, a mutually agreed upon single Arbitrator or Board of Arbitration will be established. In the event the parties cannot agree on a single Arbitrator, then the Board of Arbitration shall be composed of three members and shall be established as follows: The Employer and the Association each shall select a representative to serve on the Board of Arbitration. The Employer and the Association will select a mutually agreed upon Chairperson of the Arbitration Board. In the event of failure of the Employer and the Association to agree on a Chairperson, the Minister of Labor will be asked to appoint one. The cost of the Arbitrator or Board Chairperson will be shared equally by the Palace Casino and The Palace Casino ~~Staff~~ Association. All other costs will be the responsibility of each party involved.
- 14.11** The Arbitrator/Arbitration Board shall hear the circumstances of the grievance and shall issue a decision. The Arbitrator/Arbitration Board shall not have jurisdiction to alter, add to, subtract ~~from~~, modify, amend or change any provision of ~~this~~ agreement or to deal with any matter not covered by this agreement, but may however, interpret its provisions. Findings and decisions of the Arbitrator/Board of Arbitration shall be binding and enforceable on all parties.

ARTICLE 15 TECHNOLOGICAL CHANGE

15.01 DEFINITION

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

15.02 **ADVANCE NOTICE**

If the Employer anticipates that a technological change may have 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 CLASSIFICATIONS**

Any new classifications 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 as 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 is any action, whether verbal or physical that expresses or promotes racial hatred in the Workplace such **as** racial slurs, written or visually offensive material, jokes or unwanted comments or acts.

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

Because of the sensitive, personal nature of harassment **complaints**, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. **This** could be 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 **An** employee, with approval of Management, may be granted a leave of absence not to exceed **three** (3) months. **An** employee requesting a leave must do **so** in writing two (2) weeks prior to commencement and indicate their intention to return two (2) weeks prior to the end of the approved leave. The Employer **will** respond in writing within one (1) week. A request for an extension of leave must be made two (2) weeks prior to returning, and may be granted by the Employer if request is reasonable. Request for leave of absence shall not be unreasonably denied. A **full** time employee who wishes to **remain** covered by the Benefit Plan prescribed in **this** agreement must make provisions to pay the full **cost** of the monthly premiums in advance. **All** employees must pay association dues 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 absences 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 twenty-six (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 employment on the expiration of a leave of absence granted 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 re-instate the employee to his/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 for jury duty or **as** a witness for each day lost, if the employee would have otherwise been scheduled to work for the Employer on that workday.
- 24.02 Employees **shall** furnish evidence to the Employer that they reported for or performed jury duty or appeared as a **Crown** witness in a **court** of law on the days for which they claim payment.
- 24.03 Employees required to testify on behalf of the Employer or the Crown with respect to workplace incidents will be considered **as** working for time spent in **this** regard. The Employer will pay the employees the difference between the amount of money the employee receives from the summons and the 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, aunt, uncle and grandchildren the employee shall be granted **an** excused absence of two (2) days (excluding regular days **of** and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time hourly rate of pay. **Add** one extra bereavement day for required travel to attend a **funeral 400 kilometers (km)** outside of **Edmonton**.

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 Friday by **direct** deposit. Banking closures may occasionally necessitate payment one day earlier.

ARTICLE 28 CESSATION OF OPERATIONS

- 28.01 The Employer **shall** advise the Association at least sixty (60) days in advance of any planned permanent shutdown of its **Casino**. **This** clause shall not apply to the transfer of operations from the current Casino to a new **Casino** location. The period of notice set out in **this** Article may be **increased** if required by the provisions of the Employment Standards Act.
- 28.02 In the event of a planned permanent shut-down, the Employer will meet with the 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 Human Right, Citizenship and Multiculturalism Act and that the Act shall apply to the terms of **this** Collective Agreement.
- 30.02 It is agreed that the Employment Standards Code shall be the MINIMUM requirement incorporated within. However, where the Agreement provides **higher** remuneration, benefits and/or **rights,** the Agreement **shall** prevail.

ARTICLE 31 HOURS OF WORK

- 31.01 The Palace Casino operates 24 hours per day and each employee may have a different start time. Each department will establish a workday for each employee. Any exceptions require the approval of Executive Management. There *shall* be an interval of not less than eight (8) hours between **shifts** for the employee. An employee who is not allowed an 8-hour interval between shifts shall be paid at the rate of time and one-half (1 1/2) for time worked prior to the ending of the eight (8) hour interval.
- 31.02 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.
- 31.03 Part-time employees will be scheduled **as** required on a regular basis.
- 31.04 The Employer will make every effort to post the various working schedules in appropriate locations at least two (2) weeks in advance. The Employer will give at least two (2) working days notice of its intent to change an employee's schedule except in cases of emergency. The Employer will not abuse the provisions of *this* Article.
- 31.05 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 (24) 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**.
- 31.06 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.
- 32.02 A scheduling date will be established for each employee. The scheduling date is defined as the date the employee **started** in a classification. A new scheduling date will be established for an employee moving from part time to full time. When an employee changes **status from full** time to part time, the employee will be assigned their original date in **that** classification.
- 32.03 It is agreed however, that for the purpose of scheduling employee's hours of work, the following order will apply providing they have the required skills:
- a) **All** employees **are** scheduled by scheduling date.
 - b) All part time employees are scheduled after full time employees **are** scheduled.

ARTICLE 33 SHIFT START TIME/END TIME

- 33.01 Employees **are** required to check in prior to their **shift** start time. **This** check-in time is unpaid. Employees who do not check in at the required time are deemed to be late.
- 33.02 There will be an unpaid leeway time for each employee's **shift** for preparation/cleanup and opening/closing procedures.

- 33.03 Check-in and leeway time combined will not exceed **20** minutes. Any time in excess of **this** will be paid at the employee's regular or overtime rate of pay, whichever is applicable.

ARTICLE 34 OVERTIME ALLOCATION

34.01 Scheduled Overtime

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

Overtime will be scheduled based on the following:

- A) The classification in which the overtime is required
- B) Skill level required.
- C) Scheduling date.

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

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

These employees will resume eligibility for scheduled overtime based on their scheduling date, four (**4**) weeks from the date of the initial scheduled overtime shift.

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

34.02 Non Scheduled Overtime

Non scheduled overtime will be allocated based on the following:

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

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

- 34.03 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

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

ARTICLE 37 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 maintain their seniority.

ARTICLE 38 TRAINING

- 38.01 Training classes will be available to all employees who have passed probation. Newly hired experienced multi-game dealers will be eligible for other game training **after** 240 hours of employment. 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**.
- 38.02 The Company will provide new hires with **training** and an orientation program that will include information regarding their employment with the Palace Casino. **This** will include fire and general safety procedures.

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 hourly 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 who have completed more than ten (10) years of continuous service will be paid 8% of their previous years (from the common adjusted date of April 1st to March 31st) regular hourly wages.
- 41.06 Full-time employees may request and receive their vacation pay either prior to, during, or immediately following their vacation.
- 41.07 Part-time employees will receive their vacation pay entitlement the first full pay period in April.
- 41.08 Vacations shall be **scheduled** from April 1st to September 30th, unless otherwise mutually agreed by the employer and the employee. **So** far as is practical and consistent with the employer **maintaining an** efficient operation, vacations **shall** be granted during the period of time requested by the employees. Vacation shall be scheduled from Sunday to Saturday. Any exceptions **require** the approval of Executive Management. The employment date will be used for granting applications in selection of vacation dates, however the **final** determination of vacation dates shall be made by the employer in line with existing conditions.
- 41.09 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
More than ten (10) years	four (4) weeks vacation (* full time only)

- 41.10** Part-time vacation schedules will be completed following the selection of vacation time by full-time employees.
- 41.11** 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** ~~Statutory~~ Holidays will be paid in accordance with the qualifications set forth in the current Alberta Employment Standards Code.
- 42.02** If ~~an~~ employee works on a 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.
- 42.03** 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.
- 42.04** In the event a paid holiday is observed within ~~an~~ employee's vacation period, the employee will be paid for that holiday, provided they qualify for the pay.
- 42.05** The parties recognize the following ten **(10)** paid holidays:
- | | | |
|--------------------------|-----------------|-------------|
| New Year's Day | Labour Day | Good Friday |
| Thanksgiving Day | Victoria Day | Family Day |
| Christmas Day | Remembrance Day | Canada Day |
| Boxing Day | | |

ARTICLE 43 CLASSIFICATIONS AND WAGES

43.01 When new games have been approved by the Alberta Gaming and Liquor Commission (AGLC) and prior to the training, Management shall **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, Sic Bo
*All Dealer I are required to learn all proprietary games. **Three (3)** of any active proprietary games will **equal** a new game used to advance to the next dealer category.
- Dealer II – Level **1-5** Blackjack, Sic Bo plus one (1) other game.
- Dealer III – Level 1-5 Blackjack, Sic Bo, plus two (2) other games.
- Dealer IV –Level **1-5** Blackjack, Sic Bo, plus three **(3)** other games.
- Dealer - Pai Gow with Tiles Dealers who are qualified to deal Pai Gow with Tiles, will be paid an additional \$0.25 per hour after probation is completed.
- Dealer - Craps* Dealers who are qualified to deal craps will be paid an additional \$0.25 per hour after probation is completed.
- Dealer - All Games Dealers who are qualified to deal all games, including all active proprietary games, will be paid an additional \$0.25 per hour after all probation periods are complete.

In order to maintain **this** rate, dealers will be required to train and deal all new casino games.

Note: Should Red Dog **return** to active **status**, all dealers will be required to **train** on the game.

* A Box Person will receive a premium of **\$0.30 per hour** for all hours worked in that position.

43.03 All employees who **are** employed Sunday **after** Ratification **will** receive the following across the board increases:

Sunday after Ratification 1999	October 31, 2000	October 31, 2001	Expires October 31, 2002
\$0.10	\$0.15	\$0.15	

Should any of the across-the-board increases result in **an** employee receiving an off-scale rate within his/her classification then the employee **shall** remain at the off-scale rate until his/her experience qualifies him/her for the next higher rate on the wage scale.

The across-the-board increase is included in those positions that have received **an equity** adjustment.

43.04 **REGULAR PAY SCHEDULES**

The Palace Casino will pay all dealing, floor supervisor, security, maintenance, 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	6.45	6.75	7.05	7.35	7.75
Dealer 2	6.70	7.00	7.30	7.60	8.00
Dealer 3	6.95	7.25	7.55	7.85	8.25
Dealer 4	7.20	7.50	7.80	8.10	8.50

YEAR 2

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320	Level 5 >5760
Dealer 1	6.60	6.90	7.20	7.50	7.90
Dealer 2	6.85	7.15	7.45	7.75	8.15
Dealer 3	7.10	7.40	7.70	8.00	8.40
Dealer 4	7.35	7.65	7.95	8.25	8.65

YEAR 3

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320	Level 5 >5760
Dealer 1	6.75	7.05	7.35	7.65	8.05
Dealer 2	7.00	7.30	7.60	7.90	8.30
Dealer 3	7.25	7.55	7.85	8.15	8.55
Dealer 4	7.50	7.80	8.10	8.40	8.80

FLOOR SUPERVISORS

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320	Level 5 >5760
YEAR 1	15.75	16.15	16.55	16.95	17.35
YEAR 2	15.90	16.30	16.70	17.10	17.50
YEAR 3	16.05	16.45	16.85	17.25	17.65

SECURITY

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 1	9.00	9.50	10.00	10.50
YEAR2	9.25	9.75	10.25	10.75
YEAR 3	9.40	9.90	10.40	10.90

MAINTENANCE

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 1	7.00	7.20	7.40	7.60
YEAR2	7.25	7.45	7.65	7.85
YEAR 3	7.40	7.60	7.80	8.00

SLOT ATTENDANT

	Level 1 <1440	level 2 >1440	Level 3 > 2880	Level 4 >4320
YEAR 1	7.25	7.40	7.50	7.60
YEAR 2	7.40	7.55	7.65	7.75
YEAR 3	7.55	7.70	7.80	7.90

SLOT FLOOR PERSON

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 1	8.00	8.35	8.70	9.10
YEAR2	8.15	8.50	8.85	9.25
YEAR3	8.30	8.65	9.00	9.40

SLOT CASHIER

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 1	9.00	9.30	9.60	10.00
YEAR 2	9.25	9.55	9.85	10.25
YEAR 3	9.40	9.70	10.00	10.40

FOOD AND BEVERAGE

YEAR 1

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
Servers	5.90	6.05	6.20	6.35
Coat Check	6.45	6.60	6.75	7.00
	Level 1 <1920	Level 2 >1920	Level 3 >3840	Level 4 >5760
Bartenders	6.75	7.25	7.75	8.25
Head Bartender	7.25	7.75	8.25	8.75
Dishwasher/Bus Person	5.90	6.35	6.60	6.85
Hot/Cold Line Cook	6.75	7.25	7.75	8.10
1 st Cook	8.25	8.85	9.10	9.35

YEAR 2

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
Servers	6.05	6.20	6.35	6.50
Coat Check	6.60	6.75	6.90	7.15
	Level 1 <1920	Level 2 >1920	Level 3 >3840	Level 4 >5760
Bartenders	6.90	7.40	7.90	8.40
Head Bartender	7.40	7.90	8.40	8.90
Dishwasher/Bus Person	6.05	6.50	6.75	7.00
Hot/Cold Line Cook	6.90	7.40	7.90	8.25
1 st Cook	8.40	9.00	9.25	9.50

YEAR 3

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
Servers	6.20	6.35	6.50	6.65
Coat Check	6.75	6.90	7.05	7.30
	Level 1 <1920	Level 2 >1920	Level 3 >3840	Level 4 >5760
Bartenders	7.05	7.55	8.05	8.55
Head Bartender	7.55	8.05	8.55	9.05
Dishwasher/Bus Person	6.20	6.65	6.90	7.15
Hot/Cold Line Cook	7.05	7.55	8.05	8.40
1 st Cook	8.55	9.15	9.40	9.65

43.05 A dealer's 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 the probationary period. Any exceptions require the approval of Executive Management. Movement from level to level is based on hours of employment at the Palace Casino. Staff move across 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.

To maintain a dealer placement on the grid, all games at that level must be dealt. Any dealer that refuses to deal a game they are paid for will have their rate of pay reduced accordingly. Any exceptions require the approval of Executive Management.

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

43.07 Should a part time Floor Supervisor be promoted to a full time position **all** of the hours worked **as** a part time Floor Supervisor will be credited to the Floor Supervisor level of the pay scale.

Full time Floor Supervisors who become part time Floor Supervisors shall retain their existing hourly rate of pay.

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

43.09 Security Staff's 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 **1440** hours worked in a **security** position. Normally all new **security staff** will be placed at Level 1 and will be required to complete the probationary period. Any exceptions require the approval of Executive Management. Movement from level to level is based on hours of employment at the Palace Casino.

43.10 Maintenance Staff will be placed on the grid based on the position that the employee is qualified for and the hours the employee **has** worked at the Palace Casino. **Staff** will move to the next level after **1440** hours worked in a maintenance position. Normally **all** new **staff** to the Palace Casino will be placed at Level 1 and required to complete a probationary period. Any exceptions require the approval of Executive Management.

- 43.11** Slot Attendants, Floor Persons and Slot Cashiers will be placed on the grids according to position and hours of employment at the Palace Casino. Staff will move to the next level **after 1440** hours worked in a slot position. Normally all new staff to the Palace Casino will be placed at Level **1** and required to complete a probationary period. Any exceptions require the approval of Executive Management.
- 43.12** Food and Beverage **staff** will placed on the grids according to position and hours of employment at the Palace Casino. **Staff** will move to the next level after completing the required number of hours in a food and beverage position. Normally all new staff to the Palace Casino will be placed at Level **1** and required to complete a probationary period. Any exceptions require the approval of 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, FLOOR PERSONS and 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.

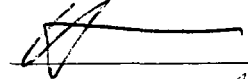
**AGREEMENT
BETWEEN THE
PALACE CASINO
STAFF ASSOCIATION**

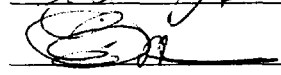
and

**The Employer
(Gateway Casinos Canada Inc.)**

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

ON BEHALF OF THE EMPLOYER





M. Letendre


P. Alou-Konkani

Date: DEC 13/99

ON BEHALF OF THE ASSOCIATION



M. Blathan


S. Blathan

Date: _____

LETTER OF UNDERSTANDING

Number 1998-04

Between

The Palace Casino Staff Association

And

The Palace Casino

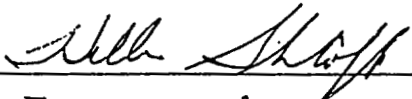

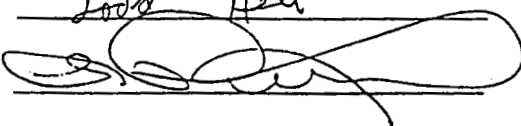
Date: September 2, 1998

Subject: Customer Service Agent/Host (Marketing)

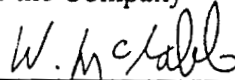
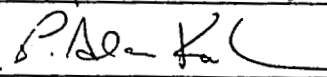

It is agreed by both parties that the classification of "Agent/Host" will be added to the current Collective Bargaining Agreement. Wages will be administered as follows:

	Level 1 < 1440	Level 2 > 1440	Level 3 > 2880	Level 4 > 4320
YEAR 1	7.00	7.25	7.50	8.00
YEAR 2	7.15	7.40	7.65	8.15

For the PCSA

For the Company

LETTER OF UNDERSTANDING

Number 1998-06

Between

The Palace Casino Staff Association

And

The Palace Casino

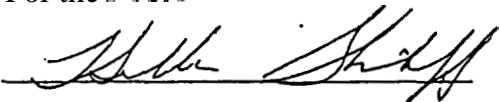
Date: September 23, 1998

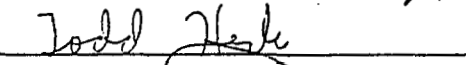
Subject: Porter (Food and Beverage)


It is agreed by both parties that the classification of "Porter" will be added to the current Collective Bargaining Agreement. Wages will be administered as follows:

	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

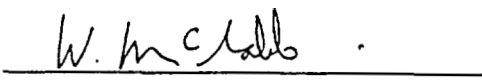
For the PCSA

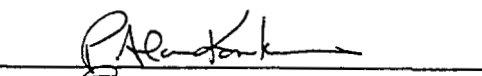


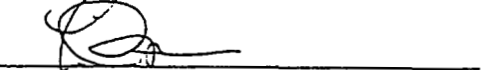




For the Company







LETTER OF UNDERSTANDING

Number 1999-04

Between

The Palace Casino Staff Association

And

The Palace Casino

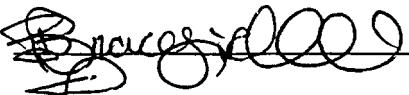
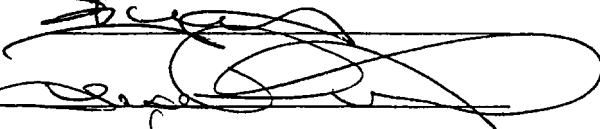
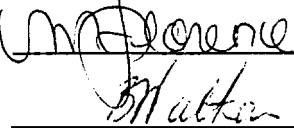
Effective: June 1, 1999

Subject: Sean Bennett



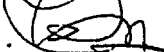
Due to the unusual circumstances surrounding the implementation of Craps, including the short time frame, lack of internal experience, and the need for qualified trainers, it is agreed by both parties that the following will apply:

1. Sean was hired for the purposes of training and implementation of the game of Craps.
2. Sean Bennett will be hired into the position of full-time Floor Supervisor with a **start** date of June 1, 1999 and a full-time scheduling date of June 1, 1999.
3. Sean's rate of pay is \$15.65 per hour.
4. Once the game of Craps is open to the public, Sean will be required to complete a 500 hour probationary period. If unsuccessful, Sean's employment will be terminated.

For the PCSA

For the Company

LETTER OF UNDERSTANDING

Number 1999-05

Between

The Palace Casino Staff Association

And

Gateway Casinos Canada Inc.


Effective: October 31, 1999

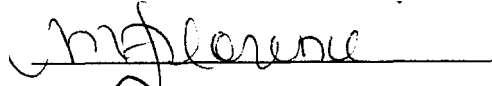
Subject: Lunchroom and Changeroom

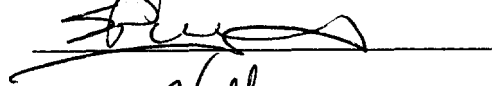
The following has been agreed to by both parties:

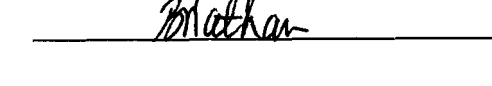
The employer shall consider providing a smoking and a separate non-smoking staff lounge facility in any new or renovated expansion plans. In the event a new facility is provided, Management will support the Association in facilitating the proper cleaning and upkeep of this new area.

For the PCSA




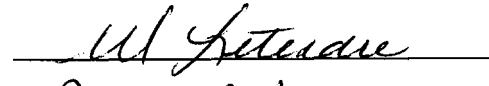


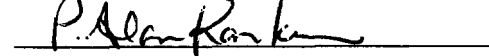




For the Company







LETTER OF UNDERSTANDING

Number 1999-06

Between

The Palace Casino Staff Association

And

Gateway Casinos Canada Inc.


Effective: October 31, 1999
Subject: Scheduling Committee

The following has been agreed to by both parties:

"In order to maintain excellent customer service and facilitate efficient operations, the company **has** established a scheduling review committee. This committee will continue to review current scheduling processes, practice, policy and procedures".

Recommendations from this committee will be provided to management for consideration.

For the PCSA




Influence

Spa

Bolton

For the Company



M. Gistard

P. Alan Kark

LETTER OF UNDERSTANDING

Number 1999-07

Between

The Palace Casino Staff Association

And

Gateway Casinos Canada Inc.


Effective: October 31, 1999

Subject: Paid Holidays

The following has been agreed to by both parties:

Paid holidays for full time employees will be paid at the rate of 4.0 % for all regular hours worked. This amount will be paid bi-weekly in accordance with the regular pay periods.

For the PCSA

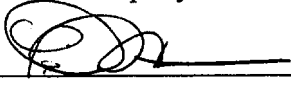


Lorraine

Diana

Nathan

For the Company



M. Gettler

P. Alan Kank

LETTER OF UNDERSTANDING

Number 1999-08

Between

The Palace Casino Staff Association

And

Gateway Casinos Canada Inc.


Effective: October 31, 1999

Subject: Count Team (Slots)

It is agreed by both parties that the classification of "Count Team" will be added to the current Collective Bargaining Agreement. Wages will be administered as follows:

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 1	10.00	10.30	10.60	11.00
YEAR 2	10.25	10.55	10.85	11.25
YEAR 3	10.40	10.70	11.00	11.40

For the PCSA

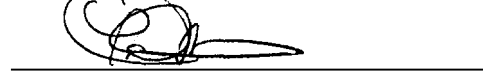


C. M. Lawrence

D. J. ...

B. ...

For the Company



M. J. ...

P. ...

NAME TAGS	10
NEW CLASSIFICATIONS	4
OVERTIME ALLOCATION	15
OVERTIME PAY	15
PAID HOLIDAYS	18
PART TIME FLOOR SUPERVISORJOBPOSTING	5
PAYMENT OF WAGES	13
PREGNANCY, PARENTAL AND ADOPTIONLEAVE	11
PROBATIONARY PERIOD/EVALUATION	7
RECOGNITION	2
SCHEDULING CLAUSE	14
SENIORITY/EMPLOYMENT DATE	2
SHIFT START TIME/END TIME	14
STAFF ASSOCIATIONRECOGNITION OF MANAGEMENT RIGHTS	3
STRIKESAND LOCKOUTS	24
SUBSTANCE ABUSE AND ADDICTIONS	10
TECHNOLOGICAL CHANGE	9
TEMPORARY ASSIGNMENTS	16
TRAINING	16
TRANSFERS OUT OF THE BARGAINING UNIT	16
TRAVELLING ALLOWANCE	13
VACATIONS	17

INDEX

ACTING FLOOR SUPERVISOR JOB POSTING	6
ALBERTA GAMING AND LIQUOR COMMISSION TERMS AND CONDITIONS AND OPERATING GUIDELINES	4
ASSOCIATION MEMBERSHIP	2
ASSOCIATION REPRESENTATION	3
BENEFITS	16
BEREAVEMENT	12
CESSATION OF OPERATIONS	13
CLASSIFICATIONS AND WAGES	19
CONTRACTING OUT	13
DEFINITIONS	1
DISCIPLINE AND DISCHARGE	3
DURATION	1
EQUAL OPPORTUNITY EMPLOYMENT	13
EQUIPMENT AND TOOLS	10
FULL TIME FLOOR SUPERVISOR JOB POSTING	5
GRATUITIES	24
GRIEVANCE PROCEDURE	8
HARASSMENT ASSOCIATED WITHIN THE WORKPLACE	10
HEALTH AND SAFETY	16
HOURS OF WORK	14
INJURY ALLOWANCE	12
JURY DUTY	12
LAYOFFS AND RECALL	4
LEAVE OF ABSENCE	11
LUNCHROOM AND CHANGEROOM	10

Palace Casino Staff Association Bylaws and Constitution

CONSTITUTION:

ARTICLE 1 - NAME

The Name of the Association shall be the Palace Casino Staff Association, hereinafter referred to as the "**Association**" or "**PCSA**".

ARTICLE 2 - OBJECTS

The Objects of the Association are:

- A)** To create an atmosphere of unity and equality; to promote the interests and well-being of workers, as members of a common association and to uphold the rights of all those members employed by **Palace Casino (409808 Alberta Ltd.)**.

- B)** To consider and adopt methods of promoting and regulating sound labour relations and on behalf of its members and with their employers; to bargain collectively for; and to enter into and carry out and administer collective agreements and other related undertakings and agreements containing provisions as to rates of pay, hours of work, all terms and conditions of employment of labour and on behalf of **its** members to negotiate the adjustment **of** or otherwise resolve disputes with their employers arising out of interpretation, application, administration or alleged violation of such agreements.

BY-LAWS

ARTICLE 3 - MEMBERSHIP AND ELIGIBILITY

3.1 Eligibility

Any person employed either Full-time or Part-time by the Palace Casino is eligible from date of commencement. Inclusive of: Pit Bosses, Dealers, Security, Food & Beverage, Slot staff, Coat Check and Cleaning staff. Except persons who exercise Managerial functions or are employed in matters of a confidential capacity in matters related to Labour Relations on a **fulltime** basis.

3.2 Member Entitlement

Members shall be entitled to the rights and privileges of membership in the Association; the right to stand for elections as **an** Officer of the Association in accordance with the By-laws; and the right to representation with the Employer in accordance with any Collective Agreement agreed to **from** time to time with the Palace Casino.

3.3 Payment of Dues and Assessments

The Executive Committee shall establish such initial dues and assessments deemed necessary for the Association, prior to entering into a Collective Agreement with the Palace Casino, and members shall be required to pay such assessed dues. Each member shall pay dues and assessments as set by the membership of the Association at a General Meeting, after a Collective Agreement has been entered into with the Palace Casino. Persons under the age of Eighteen (18) may be admitted as members of the Association and stand for any office therein and shall be liable for the payment of the subscription as if they were the full age of majority.

3.4 Waiver of Dues

A Member on long term disability shall remain a member and shall not be required to pay dues.

3.5 Withdrawal From Active Membership

The Executive shall permit any member to withdraw from active membership in the Association on receipt of a written request. Where a person withdraws from active membership, the person shall continue to pay to the Association a monthly sum equal to normal dues for as long as the person remains employed by the Palace Casino.

3.6 Loss of Membership

Any member may lose privileges as a member for any cause which the Association may deem reasonable, upon the passing of a resolution at a General Meeting which is supported by the majority of those present and voting. And such member is denied all rights and privileges accorded Members.

3.7 Honourary Membership

Any honorary membership may be conferred if the Executive Committee considers it warranted. Honourary members shall be permitted to attend meetings and special functions upon presentation of an appropriate membership card. An honorary member shall not be eligible to vote, stand for office and pay dues.

ARTICLE 4 - OFFICERS AND RESPECTIVE

4.1 Executive Committee

The Officers of the Association, as elected from the membership, shall be Chairperson, Vice-Chairpersons, Secretary and Treasurer. The elected officers shall collectively form the Executive Committee of the Association.

The Executive Committee shall have full control and management of the Association. The Executive Committee shall meet no less than once a month and more frequently as required, to direct the affairs of the Association.

4.2 The Chairperson

The Chairperson will preside over all General Meeting, and Executive Committee Meetings; to preserve order and enforce the Constitution and By-laws of the Association; sign minutes and Treasurer reports after approval by membership and be an authorized signing officer of the Association. As Chairperson of a meeting, refrain from voting unless a vote is required to resolve a tie vote, and be entitled to vote on questions voted on by secret ballot.

4.3 Vice-Chairperson

There will be two (2) Vice-Chairpersons who shall; Assist the Chairperson in the performance of Chairperson duties and act in the Chairperson's absence, resignation or death and be an authorized signing officer of the Association.

4.4 Secretary

The secretary shall record minutes of the proceedings of all General and Executive committee meetings, conduct the correspondence of the association and keep complete and accurate files of all matters pertaining to the business affairs of the Association and ~~turn~~ over all records and files in good order at the end of the term of office. The secretary will also be an authorized signing officer of the Association.

4.5 Treasurer

The treasurer shall receive and receipt all monies of the Association; depositing monies or cheques received within six working days of receipt. Pay all bills authorized by the Association Executive Committee, be responsible for keeping accurate records and reporting on all receipts, expenditures and balances to the Executive Committee. ~~Turn~~ over all records, monies and property in good order at the end of the term of office. The treasurer will also be an authorized signing officer of the Association.

ARTICLE 5 - ELECTIONS

5.1 Eligibility

Any member in good standing, shall be eligible for election to the Executive Committee.

5.2 Nomination

Any member may nominate candidates for office. Nominations shall be made in writing and be received by the Secretary prior to the closing date for nominations.

5.3 Notice of Elections

Notices as to the date and close of nominations and election of Officers shall be provided to all members thirty (30) days prior to the day of the election. A reasonable effort shall be made to notify all members.

5.4 Conduct of Elections

The Conduct of Elections shall be established by the Executive Committee with written rules of the selected method and contingency procedures.

5.5 Term of Office

Term of Office shall be one year. However, in the founding year, 1995, the term shall be eighteen months for Chairperson, Secretary, and Treasurer.

5.6 Election Dates

The election dates are March 1 and September 1, and or as required by passing of a special resolution for that purpose.

ARTICLE 6 - MEETINGS

6.1 Meetings

The Executive shall meet a minimum of once a month or more often as required. An Annual General Meeting will be held once a year and special meetings as deemed necessary by the Executive or petitioned by a minimum of ten (10) members.

6.2 Notice of Meeting

The time and place of **all** General Meetings, Annual Meetings, and Special Meetings shall be properly posted in all places of employment so all members may attend, with notice posted at least six (**6**) working days prior to the date of the meeting.

6.3 Quorum for Meetings

Any three (**3**) members of the Association Executive Committee shall constitute a quorum at meetings of the Executive. At Annual General Meetings and Special Meetings any three (**3**) members of the Association Executive Committee plus ten percent (10%) of the entire membership at such a meeting shall be considered a quorum.

6.4 Form of Voting

Voting at the General Meetings, and Special Meetings shall be decided by a show of hands or a standing vote on the basis of one (1) vote per member, or by secret ballot, if a simple majority in attendance so agree.

6.5 Secret Ballot Elections

Notwithstanding the above, voting for election of the Executive Committee shall be **by** secret ballot which shall be counted by scrutineers appointed by the chairperson **from** the members present at the election meeting.

ARTICLE 7 - EXPENDITURES AND BANKING

7.1 Administration Expenses

No money shall be paid from the Association funds unless approved by a majority vote of members at a general meeting. Notwithstanding, the Association Executive Committee may approve, by Executive Committee resolution, the payment of administration expenses which are regularly incurred in routine operations of the Association's business. Any payments and withdrawal of funds shall be jointly signed by two authorized signing officers of the Association.

7.2 Authority of Indebt

No Officer of the Association shall have the power to incur indebtedness on its behalf or appropriate any money without authority from the By-laws of the Association, as evidenced by resolution of members at the constituted meeting or by a unanimous resolution adopted by the Executive Committee.

7.3 Deposit of Funds

All Association funds shall be deposited and invested in either a government insured bank, trust company that is federally insured or in a federally or provincially chartered credit union, in the name of the Association.

7.4 Borrowing Funds

For the purpose of carrying out its objects, the Executive Committee may borrow or raise funds but this power shall only be exercised under the authority of special resolution approved by a majority vote of such members present and entitled to vote at a general meeting of the Association.

ARTICLE 8 - AFFILIATIONS

8.1 Affiliations with Trade Unions

The Association may affiliate with any organization, association, provincial or national trade union, in order to further the fulfilment of its objects, under terms acceptable to its members. Affiliation must be by resolution adopted by majority vote of the members present and entitled to vote at a General Meeting of the Association convened to vote on the affiliation.

8.2 Right to Rescind

The Executive Committee shall ensure the membership of the Association retains the right to review and rescind any affiliation at the Annual Meetings of the Association, should such affiliation be judged not beneficial to the Association and its objects, or if the local autonomy of the Association is jeopardized.

ARTICLE 9 - AMENDMENTS

9.1 Amendment Procedures

The by-laws may be rescinded, altered, or added to by a Special Resolution passed by a majority vote of such members present and entitled to vote at a Special Meeting called for that purpose.

ARTICLE 10 - DISSOLUTION

10.1 Dissolution Resolution

The Association may dissolve and wind-up its affairs by a special resolution, with notice and acceptance in a manner identical to the provisions of Article 9.1 of these By-Laws.