

Gateway Casinos Canada Inc.

PCSA

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

ARTICLE 1 DURATION

Ratification – The collective agreement will take effect on the date the new Memorandum of Agreement is ratified by the membership.

- 1.01 This agreement shall be effective Sunday after ratification and shall continue in effect for three (3) years up to and including November 1, 2005 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 Letters of understanding may be mutually agreed to as appropriate.

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 thirty-five to forty-four (35-44) hrs per week 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 comp any pays a user fee for the right to operate it.
- 2.08 "Continuous service" shall mean the period of the unbroken employment with the Employer, inclusive of all approved leaves of absence.

ARTICLE 3 SENIORITY/ EMPLOYMENT DATE

- 3.01 Seniority for full-time employees shall be the length of continuous service in a full-time position.
- 3.02 Seniority for part-time employees shall mean all hours worked.
- 3.03 When a part-time employee is promoted to full-time they will be credited with the number of hours converted to full-time equivalent (number of hours in the position / 2080) in order to establish their full-time seniority date.
- 3.04 When a full-time employee becomes part-time, their seniority will be converted to hours to establish their part-time seniority.
- 3.05 Employment date for all employees is defined as their start date with the Employer.

ARTICLE 4 RECOGNITION

- 4.01 The Employer recognizes the 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, Chef/Kitchen Supervisor, Surveillance and those employees exercising managerial functions.
- 4.02 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Association.
- 4.03 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in this Agreement.
- 4.04 The Employer and the Association will meet monthly, unless otherwise agreed to by the parties.

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 deductions made and provide a list of those members who have had association dues deducted. Upon request, the Employer will provide detail to the Association in situations where no deductions have been made.
- 5.03 The Employer will supply a list of employees covered by this Agreement upon written request with a minimum of two (2) business days' notice.

- 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. These dues will be reflected as Union dues in accordance with Canada Customs and Revenue Agency.

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 and Liquor Commission's Terms & Conditions and Operating Guidelines of the casino license are not violated.

The Employer shall make every reasonable attempt to provide the Association with time during working hours requested for Association business. If the request cannot be granted immediately, time will be provided during the same day at an alternate time as soon as possible. Terms and Conditions of the Casino Facility License must take precedence.

- 6.02 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 one hundred (100) hours per year of the contract to be used cumulatively for preparation 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 with one (1) week's 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 rank 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.
- 8.04 The Employer will advise the employee of the right to Association representation prior to disciplinary action being taken.

ARTICLE 9 ALBERTA GAMING AND LIQUOR COMMISSIONS' 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 In the event of a temporary layoff, the Employer will give twenty-four (24) hours notice of layoff to employees. This does not include instances where the charity's license has been suspended or cancelled.
- 10.02 In the event of a permanent layoff, the Employer will provide notice to affected employees in accordance with the provisions of the Employment Standards Code.
- 10.03 When the Employer identifies that a layoff is required, they shall indicate the classification in which the layoff is to occur, the required game skills necessary to be maintained and the number of positions to be eliminated.
- 10.04 Prior to eliminating any full-time positions, the Employer shall endeavor to adjust part-time, temporary or acting hours of work prior to affecting any full-time employees.
- 10.05 The Employer agrees to make every reasonable effort to place any affected employees within the bargaining unit and give preference to any employees affected by layoff for any vacancy for which they are qualified.
- 10.06 In the event that a layoff is required, the employee with the least seniority within the classification shall be the first displaced from the classification, having consideration for the skills required as per 10.03.

- 10.07 An employee to be laid off shall be allowed to displace any employee with less overall seniority within their department, in an equal or lower paid classification, provided that the senior employee is qualified to fill the position of the displaced employee.
- 10.08 If the number of full-time positions in the department affected by layoff is to be increased, employees shall be entitled to be recalled to their previous positions.

ARTICLE 11 NEW CLASSIFICATIONS

- 11.01 When a new classification is created, the Employer may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Employer to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Employer agrees to discuss with the 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 the Employer establishing the wage rate and classification as per 11.01. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

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

- 12.01 In the event a full time floor supervisor position becomes vacant or is created, the employer will post such vacancies for a period of seven (7) working days in order to allow acting and part time floor supervisors to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 If there are no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05 If the position is discontinued, or the employee's performance is unsatisfactory during the probationary period, the employee shall return to their former position as if they had never left.
- 12.06 Within ninety (90) calendar days, a promoted employee may request to return to their previous position as if they had never left.
- 12.07 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they did not receive the position.

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

- 12.01 In the event a part time floor supervisor position becomes vacant or is created, the Employer will post such vacancies for a period of seven (7) working days in order to allow acting and full time floor supervisors to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 If there are no applications from the employees, or no applicant is found to be qualified for the position, the Employer may fill the vacancy in such a manner as it determines.
- 12.05 If the position is discontinued, or the employee's performance is unsatisfactory during the probationary period, the employee shall return to their former position as if they had never left.
- 12.06 Within ninety (90) calendar days, a promoted employee may request to return to their previous position as if they had never left.
- 12.07 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they did not receive the position.

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

- 12.01 In the event dealers acting as floor supervisor are required, the employer will post such vacancies for a period of seven (7) working days in order to allow qualified full time and part time dealers to apply.
- 12.02 The Employer has the right to establish the educational requirements, relevant experience and general abilities, provided these criteria are reasonable, which will be listed on the posting.
- 12.03 A reasonable effort will be made to contact an employee who is absent.
- 12.04 An ad hoc selection committee consisting of three (3) members: 1 Dealer, 1 Floor Supervisor, and 1 Pit Manager will be established for the purpose of interviewing qualified applicants. The Association will appoint the Dealer and Floor Supervisor and the Employer will appoint the Pit Manager. Human Resources will provide guidelines for this committee to follow. The committee will recommend a short list of candidate(s), in alphabetical order, to the EXECUTIVE MANAGEMENT. Providing the candidate(s) 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 MANAGEMENT'S decision will be final.
- 12.07 If the employee's performance is unsatisfactory during their probationary period, they may be relieved of their acting floor supervisor duties.
- 12.08 If Management deems it is necessary to fill a vacancy within ninety (90) calendar days of the appointment, Management may select a replacement from the short list or post. If Management deems it is necessary to fill a vacancy after ninety (90) calendar days, Management will be required to post.
- 12.09 Upon request by an applicant, the applicant will receive an interview and an explanation will be provided as to why they were unsuccessful.

Article 13 PROBATION PERIOD/TRIAL PERIOD/EVALUATION

- 13.01 Probation Period - All new employees of the Palace Casino shall have a probationary period as follows:

New Dealers – Seven hundred and twenty (720) hours, with an evaluation at three hundred and sixty (360) hours to determine progress and identify areas that need improvement.

All other staff – Four hundred and eighty (480) hours, with an evaluation at two hundred and forty (240) hours to determine progress and identify areas that need improvement. This probationary period will be credited towards hours worked on the pay scale.

During this probationary period employees may be terminated at any time without recourse to the grievance procedure or any other remedy. Any exceptions require the approval of Executive Management. The Palace Casino Staff Association shall be notified of any such exceptions within five (5) days.

- 13.02 Trial Period - All current employees of the Palace Casino shall have a trial period when promoted or transferred to a position within the bargaining unit. The trial periods shall be as follows:

New Dealers – Seven hundred and twenty (720) hours, with an evaluation at three hundred and sixty (360) hours to determine progress and identify areas that need improvement.

All other staff – Four hundred and eighty (480) hours, with an evaluation at two hundred and forty (240) hours to determine progress and identify areas that need improvement. This trial period will be credited towards hours worked on the new pay scale.

During this trial period employees may be reverted to their previous position or may choose to revert. They will be credited for their seniority upon their return. Any exceptions require the approval of Executive Management. The Palace Casino Staff Association shall be notified of any such exceptions within five (5) days.

- 13.03 Dealers - For dealers learning new games the following trial periods shall apply:
 Baccarat – Seventy (70) hours, with an evaluation after thirty-five (35) hours,
 Roulette – One hundred and twelve (112) hours, with an evaluation after fifty-six (56) hours,
 Poker – Seventy (70) hours, with an evaluation after thirty-five (35) hours,

Pai Gow with Tiles – One hundred and twelve (112) hours, with an evaluation after fifty-six (56) hours,
Craps – One hundred and twenty-six (126) hours, with an evaluation after sixty-three (63) hours.

After completion of the trial period, the employee shall receive a final evaluation and be notified as to whether they have successfully passed the probation for the game.

All dealers on a trial period for a new game shall be scheduled as consecutively as possible on that game. When the trial period has been successfully passed, the new rate of pay for the classification will be implemented at the beginning of the next full pay period.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.01 The Palace Casino is concerned about its employees' satisfaction on the job. Any problems or concerns affecting an employees' treatment or working conditions should be discussed as soon as possible after an aggravating situation occurs, so that ones' work is not adversely affected. Any differences between the parties to, or the persons bound by this agreement, as to the interpretation, application, administration, or alleged violation, shall follow the procedure outlined below.
- 14.02 STEP 1: An employee(s) should first discuss the subject with the parties involved in an attempt to resolve the matter. All attempts to solve the difference by the employee(s) should be made on their allotted breaks, but if this is not possible then prior to, or after, their allotted shift. At the request of the employee(s), an Association Representative may accompany and assist the employee(s) at this stage, and all subsequent stages of this procedure. This may result in management covering for the person or persons involved. Alberta Gaming and Liquor Commission Terms & Conditions and Operating Guidelines of the casino license must take precedence.
- 14.03 STEP 2: If the difference has not been resolved, the employee should discuss the matter with their department Manager.
- 14.04 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 presented within fourteen (14) calendar days from the date of termination or be forfeited and waived by the aggrieved party.
- 14.05 STEP 4: EXECUTIVE MANAGEMENT shall within fourteen (14) calendar days following STEP 3, submit a written response to the parties involved.
- 14.06 STEP 5: If the written response from EXECUTIVE MANAGMENT is unsatisfactory and the grievance has not been settled, a formal meeting will be arranged within thirty (30) calendar days from STEP 4 in an attempt to settle the grievance.
- 14.07 Default Clause- Should either party fail to comply with any time limit in the Grievance procedure, the grievance will be considered conceded upon redress and shall be abandoned unless the parties have mutually agreed in writing to extend the time limits.
- 14.08 STEP 6: MEDIATION – If the grievance is not resolved after STEP 5, a single, mutually agreed upon, outside mediator will be appointed. The parties shall agree on a mediator within thirty (30) days or if no agreement is reached, shall request a mediator be

appointed by the Director of Mediation Services. 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 unless the parties agree to waive this requirement.

- 14.09 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. The parties shall agree on an arbitrator within sixty (60) days. 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.
- 14.10 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 an 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. Employees displaced by technological change shall be entitled to access the layoff provisions in Article 10.

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.

16.02 UNIFORMS

Employees are required to purchase initial uniform set(s) as per department requirements.

The employer will provide fifty percent (50%) of the cost of one new, full uniform set per year to replace worn and/or faded uniform items. This sum can be used towards the purchase of any uniform item.

Over the thirty-six (36) month period from date of ratification, a pro-rated amount will be placed monthly in a separate uniform account set up by the Employer. There is no cash value and any accumulated value cannot be carried forward from contract year to year.

Employees hired after the date of ratification will receive a uniform entitlement upon completion of probation. The value will be pro-rated over the remainder of the Agreement. This pro-rated amount will be placed monthly in a separate uniform account set up by the Employer. There is no cash value and any accumulated value cannot be carried forward from contract year to year.

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 a smoking and a separate non-smoking staff lounge facility. Management will support the Association in facilitating the proper cleanup and upkeep of this area.

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 a Supervisor/Manager, any person, professional organization or member of the PCSA who will in turn bring their complaint to Executive Management. Executive Management agrees to investigate allegations of harassment and 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: MATERNITY AND PARENTAL LEAVE

- 22.01 The Employer and the Association agree to the principle of granting leave of absences to employees who have had fifty-two (52) consecutive weeks of employment, for the birth or adoption of a child. The Employer will grant employees maternity, parental and adoption leave in accordance with the provisions of the *Employment Standards Code*.
- 22.02 Maternity leave is the unpaid, voluntary leave relating to the birth of a child and shall be for a maximum period of fifteen (15) weeks. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child and shall be for a maximum period of thirty-seven (37) weeks within fifty-two (52) weeks of the child's birth or the adopted child's placement with the parent. A birth mother is eligible to combine both maternity and

parental leave to a maximum of fifty-two (52) weeks and must take the leaves consecutively.

- 22.03 An employee who qualifies for maternity/parental leave pursuant to the *Employment Standards Code* is entitled to, upon written application to their manager, an unpaid leave of absence totaling up to fifty-two (52) weeks. If no application is made, the employee will be deemed to have resigned and the Employer will be under no obligation to provide future employment.
- 22.04 Application for maternity leave must be made in writing at the earliest possible date, no less than six (6) weeks prior to commencement. The employee shall furnish the Employer with a medical certificate certifying that she is pregnant and giving the estimated time of delivery. The employee will still be eligible for the leave if medical circumstances prevent her from giving this notice. If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Employer may give the employee written notice requiring her to start maternity leave.
- 22.05 Application for parental leave must be made in writing at the earliest possible date, no less than six (6) weeks prior to commencement unless the medical condition of the birth mother or child or the date of the child's placement with the adoptive parent makes it impossible to comply with this requirement.
- 22.06 An employee who intends to resume employment on the expiration of a leave of absence granted pursuant to this Article shall give written notice to the Employer four (4) weeks prior to the end of the approved leave period. The Employer will re-instate the employee to the same position and wage scale. Where an employee fails to provide this notice, or fails to report for work the day after the leave ends, the Employer is under no obligation to reinstate the employee unless the failure is the result of unforeseen or unpreventable circumstances.

ARTICLE 23 INJURY ALLOWANCE

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

ARTICLE 24 JURY DUTY

- 24.01 Any employee who is called to and reports for jury duty, or is subpoenaed to testify as a Crown witness in a court of law in a criminal proceeding, shall be paid the difference between his/her regular hourly rate and the amount he or she receives for jury duty or as a witness for each day lost, if the employee would have otherwise been scheduled to work for the Employer on that workday.
- 24.02 Employees shall furnish evidence to the Employer that they reported for or performed jury duty or appeared as a Crown witness in a court of law on the days for which they claim payment.

- 24.03 Employees required to testify on behalf of the Employer or the Crown with respect to workplace incidents will be considered as working for time spent in this regard. The Employer will pay the employees the difference between the amount of money the employee receives from the summons and the employee's actual rate of pay and reasonable expenses for meals, parking, out of town travel expenses or accommodations upon presentation of receipts.

ARTICLE 25 BEREAVEMENT

- 25.01 In the event of the death of an employee's spouse, partner, child, (including current stepchild), mother, father, 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, niece, nephew and grandchildren the employee shall be granted an excused absence of two (2) days (excluding regular days off and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time hourly rate of pay. Add one extra bereavement day for required travel to attend a funeral four hundred (400) kilometers (km) outside of Edmonton.

ARTICLE 26 TRAVELING ALLOWANCE

- 26.01 The Employer will pay thirty-one cents (31 cents) per kilometer (km) 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 shut-down of its' Casino. This clause shall not apply to the transfer of operations from the current Casino to a new Casino location. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.
- 28.02 In the event of a planned permanent shut -down, the Employer will meet with the 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 contracting 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 twenty-four (24) hours per day and each employee may have a different start time. Each department will establish a workday for each employee. Any exceptions require the approval of 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 eight (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 thirty-five to forty-four (35-44) hours per week as scheduled by the Employer.
- 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. It is the responsibility of the employee requesting the switch to confirm it was approved. 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.
- 31.07 Employees shall not be scheduled for split shifts.

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 For the purpose of scheduling employee's hours of work, the following order will apply providing they have the required skills:

- a) All employees are scheduled by seniority within the classification.
- b) All part time employees are scheduled after full time employees are scheduled.

ARTICLE 33 SHIFT START TIME/END TIME

33.01 Employees are required to check in prior to their shift start time. This check-in time is unpaid. Employees who do not check in at the required time are deemed to be late.

33.02 There will be an unpaid leeway time for each employee's shift for preparation/cleanup and opening/closing procedures.

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

ARTICLE 34 OVERTIME ALLOCATION

34.01 Scheduled Overtime

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

Overtime will be scheduled based on the following:

- a) The classification in which the overtime is required.
- b) Skill level required.
- c) Seniority within the classification.

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

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

These employees will resume eligibility for scheduled overtime based on seniority within the classification, four (4) weeks from the date of the initial scheduled overtime shift.

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

34.02 Non Scheduled Overtime

Non scheduled overtime will be allocated based on the following:

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

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

- 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 (8) hours in a day or forty four (44) hours in a week will be paid at the rate of time and one-half (1 ½) 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 or/managerial position (temporary or permanent), or for any position not subject to the provisions of this Agreement shall be credited with the seniority for all the time worked in this position upon returning to a position covered by this Agreement. Employees may be reverted or choose to revert to their former position within a period of twelve (12) months.

ARTICLE 38 TRAINING

- 38.01 Training classes will be available to all dealers who have been employed a minimum of three (3) months. Newly hired experienced multi-game dealers will be eligible for other game training after two hundred and forty (240) hours of employment. If the Employer requires an employee to take courses, the employee will be compensated for all approved costs.

- 38.02 Game Training

The Employer will pay all hours spent training once an employee completes game specific probation at the rate of seven dollars (\$7.00) per hour for the following games: *Roulette, Pai Gow Tiles, Poker and Craps.*

Hours spent training will not be credited towards seniority or accrued as time worked on the pay grids. An employee will not receive overtime pay in the event training and hours worked combined exceed eight (8) hours a day and/or forty-four (44) hours a week.

Employees will receive four (4) equal payments for the training value earned. Upon completion of game specific probation, employees will receive twenty-five percent (25%)

of the total training value earned in advance. The three (3) remaining payments will be paid quarterly until paid in full or the employee resigns and/or is terminated.

In the event an employee resigns and/or is terminated, they will be paid a pro-rated share up to and including the date of separation.

- 38.03 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 COMMITTEES

- 39.01 Scheduling Committee - In order to maintain excellent customer service and facilitate efficient operations, the Employer agrees to establish a Scheduling Review Committee by September 1, 2003. This Committee will review current scheduling processes, practice, policy and procedures in all departments. Recommendations from this Committee will be provided to Management for consideration.
- 39.02 Health and Safety Committee – 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 thirty-five (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 thirty-five (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 thirty (30) hours per week averaged over three (3) months. To re-qualify they must attain the new average of thirty-five (35) hours per week averaged over three (3) months.
- 40.03 The Employer will pay fifty percent (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 who have completed less than five (5) years of continuous service will be paid four percent (4%) of their previous years regular hourly wages.
- 41.02 Employees who have completed more than five (5) years of continuous service will be paid six percent (6%) of their previous years regular hourly wages.
- 41.03 Full time employees who have completed more than ten (10) years of continuous service will be paid eight percent (8%) of their previous years regular hourly wages.
- 41.04 Full-time employees may request and receive their vacation pay either prior to, during,

or immediately following their vacation.

- 41.05 Part-time employees will receive their vacation pay entitlement on the pay period closest to December 15th (and prior to December 25th). This pay will include earnings up to but not including that pay period.
- 41.06 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. Requests for exceptions will not be unreasonably denied. Seniority will be used for granting applications in selection of vacation dates, however the final determination of vacation dates shall be made by the Employer in line with existing conditions.
- 41.07 Employees will have the opportunity to schedule time off for the purpose of vacation based on the following consecutive years of service:
- | | |
|--------------------------|--|
| Less than five (5) years | two (2) weeks vacation |
| More than five (5) years | three (3) weeks vacation |
| More than ten (10) years | four (4) weeks vacation (* full time only) |
- 41.08 Part-time vacation schedules will be completed following the selection of vacation time by full-time employees.
- 41.09 All other issues not covered by this article shall be determined by the current Employment Standards Code of Alberta.

ARTICLE 42 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 (1 ½) 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 |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas 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

Games:

*All Dealer I are required to learn three (3) proprietary games. With the exception of the proprietary game requirement at Dealer I, three (3) of any active proprietary games will equal a new game used to advance to the next dealer category.

Mini Baccarat = one (1) game

Roulette = one (1) game

Poker = one (1) game

Pai Gow Tiles = one (1) game

Craps = one (1) game

Dealer I – Level 1-5	Blackjack, Sic Bo plus three (3) proprietary games.
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 V – Level 1-5	Blackjack, Sic Bo, plus four (4) other games.
Dealer VI – Level 1-5	Blackjack, Sic Bo, plus five (5) other games.
Dealer VII – Level 1-5	Blackjack, Sic Bo, plus six (6) other games.
Dealer VIII (All Games*)	Dealers qualified to deal all games, including all active proprietary games.

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

To maintain a Dealer rate, dealers will be required to deal all games in their category.

43.03 The new wage rates will be effective November 1, 2002. All employees covered by this agreement will receive full retroactive pay to November 1, 2002.

Positions receiving an equity adjustment as noted in attached grid structures will not receive an increase in the first year of the contract.

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 within a classification.

DEALERS

DEALER 1

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 6.89	\$ 6.99	\$ 7.09
Level 2 > 1440	\$ 7.19	\$ 7.30	\$ 7.41
Level 3 > 3400	\$ 7.53	\$ 7.65	\$ 7.76
Level 4 > 5400	\$ 7.84	\$ 7.96	\$ 8.08
Level 5 > 5760	\$ 8.37	\$ 8.71	\$ 9.06

DEALER 6

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 8.16	\$ 8.28	\$ 8.41
Level 2 > 1440	\$ 8.47	\$ 8.59	\$ 8.72
Level 3 > 3400	\$ 8.82	\$ 8.95	\$ 9.08
Level 4 > 5400	\$ 9.23	\$ 9.36	\$ 9.50
Level 5 > 5760	\$ 9.67	\$ 10.06	\$ 10.46

DEALER 2

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.14	\$ 7.25	\$ 7.36
Level 2 > 1440	\$ 7.45	\$ 7.56	\$ 7.67
Level 3 > 3400	\$ 7.79	\$ 7.91	\$ 8.03
Level 4 > 5400	\$ 8.10	\$ 8.22	\$ 8.34
Level 5 > 5760	\$ 8.63	\$ 8.98	\$ 9.34

DEALER 7

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 8.42	\$ 8.54	\$ 8.67
Level 2 > 1440	\$ 8.72	\$ 8.85	\$ 8.98
Level 3 > 3400	\$ 9.07	\$ 9.21	\$ 9.35
Level 4 > 5400	\$ 9.48	\$ 9.62	\$ 9.77
Level 5 > 5760	\$ 9.93	\$ 10.33	\$ 10.74

DEALER 3

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.40	\$ 7.51	\$ 7.62
Level 2 > 1440	\$ 7.70	\$ 7.82	\$ 7.93
Level 3 > 3400	\$ 8.05	\$ 8.17	\$ 8.29
Level 4 > 5400	\$ 8.35	\$ 8.48	\$ 8.61
Level 5 > 5760	\$ 8.89	\$ 9.25	\$ 9.62

DEALER 8

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 8.67	\$ 8.80	\$ 8.93
Level 2 > 1440	\$ 8.98	\$ 9.11	\$ 9.25
Level 3 > 3400	\$ 9.33	\$ 9.47	\$ 9.61
Level 4 > 5400	\$ 9.74	\$ 9.88	\$ 10.03
Level 5 > 5760	\$ 10.19	\$ 10.60	\$ 10.74

DEALER 4

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.65	\$ 7.76	\$ 7.88
Level 2 > 1440	\$ 7.96	\$ 8.08	\$ 8.20
Level 3 > 3400	\$ 8.30	\$ 8.43	\$ 8.55
Level 4 > 5400	\$ 8.61	\$ 8.74	\$ 8.87
Level 5 > 5760	\$ 9.15	\$ 9.52	\$ 9.90

FLOOR SUPERVISOR

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 16.37	\$ 16.62	\$ 16.87
Level 2 > 1440	\$ 16.78	\$ 17.03	\$ 17.29
Level 3 > 3400	\$ 17.27	\$ 17.53	\$ 17.79
Level 4 > 5400	\$ 17.68	\$ 17.95	\$ 18.22
Level 5 > 5760	\$ 18.18	\$ 18.54	\$ 18.91

DEALER 5

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.91	\$ 8.02	\$ 8.14
Level 2 > 1440	\$ 8.21	\$ 8.33	\$ 8.46
Level 3 > 3400	\$ 8.56	\$ 8.69	\$ 8.82
Level 4 > 5400	\$ 8.97	\$ 9.10	\$ 9.24
Level 5 > 5760	\$ 9.41	\$ 9.79	\$ 10.18

BOXMAN

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 16.68	\$ 16.93	\$ 17.18
Level 2 > 1440	\$ 17.09	\$ 17.34	\$ 17.60
Level 3 > 3400	\$ 17.58	\$ 17.84	\$ 18.11
Level 4 > 5400	\$ 17.99	\$ 18.26	\$ 18.53
Level 5 > 5760	\$ 18.49	\$ 18.86	\$ 19.24

ACTING FLOOR SUPERVISOR

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 15.96	\$ 16.20	\$16.44
Level 2 > 1440	\$ 16.39	\$ 16.64	\$16.89
Level 3 > 3400	\$ 16.57	\$ 16.82	\$17.08
Level 4 > 5400	\$ 16.68	\$ 16.93	\$17.18
Level 5 > 5760	\$ 16.86	\$ 17.20	\$17.54

POKER BANKER

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 12.39	\$ 12.58	\$12.77
Level 2 > 1440	\$ 12.70	\$ 12.89	\$13.08
Level 3 > 3400	\$ 13.07	\$ 13.26	\$13.46
Level 4 > 5400	\$ 13.48	\$ 13.68	\$13.89

CUSTOMER SERVICE AGENT/HOST

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.45	\$ 7.56	\$ 7.67
Level 2 > 1440	\$ 7.70	\$ 7.82	\$ 7.93
Level 3 > 3400	\$ 8.06	\$ 8.18	\$ 8.30
Level 4 > 5400	\$ 8.47	\$ 8.59	\$ 8.72

SECURITY

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$10.00	\$10.15	\$10.30
Level 2 > 1440	\$10.50	\$10.66	\$10.82
Level 3 > 3400	\$11.00	\$11.17	\$11.33
Level 4 > 5400	\$11.50	\$11.67	\$11.85
Level 5 > 5760	\$12.00	\$12.24	\$12.48

MAINTENANCE

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$8.00	\$8.12	\$8.24
Level 2 > 1440	\$8.20	\$8.32	\$8.45
Level 3 > 3400	\$8.40	\$8.53	\$8.65
Level 4 > 5400	\$8.75	\$8.88	\$9.01
Level 5 > 5760	\$9.00	\$9.18	\$9.36

SLOT ATTENDANT

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.65	\$ 7.77	\$ 7.88
Level 2 > 1440	\$ 7.90	\$ 8.02	\$ 8.14
Level 3 > 3400	\$ 8.05	\$ 8.16	\$ 8.29
Level 4 > 5400	\$ 8.35	\$ 8.47	\$ 8.60

SLOT FLOOR PERSON

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 8.60	\$ 8.72	\$ 8.85
Level 2 > 1440	\$ 9.05	\$ 9.19	\$ 9.32
Level 3 > 3400	\$ 9.55	\$ 9.69	\$ 9.84
Level 4 > 5400	\$ 9.80	\$ 9.95	\$10.09

SLOT CASHIER

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 9.75	\$ 9.90	\$10.04
Level 2 > 1440	\$10.25	\$10.40	\$10.56
Level 3 > 3400	\$10.50	\$10.66	\$10.82
Level 4 > 5400	\$11.00	\$11.17	\$11.33
Level 5 > 5760	\$11.20	\$11.42	\$11.65

SLOT HEAD CASHIER

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$11.00	\$11.16	\$11.33
Level 2 > 1440	\$11.25	\$11.42	\$11.59
Level 3 > 3400	\$11.65	\$11.82	\$12.00
Level 4 > 5400	\$12.00	\$12.18	\$12.36
Level 5 > 5760	\$12.20	\$12.44	\$12.69

COUNT TEAM

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$10.75	\$10.91	\$11.07
Level 2 > 1440	\$11.25	\$11.42	\$11.59
Level 3 > 3400	\$11.65	\$11.82	\$12.00
Level 4 > 5400	\$12.00	\$12.18	\$12.36

COAT CHECK

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.25	\$ 7.35	\$ 7.46
Level 2 > 1440	\$ 7.50	\$ 7.61	\$ 7.72
Level 3 > 3400	\$ 7.75	\$ 7.86	\$ 7.98
Level 4 > 5400	\$ 8.00	\$ 8.12	\$ 8.23

PORTER

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 6.60	\$ 6.70	\$ 6.80
Level 2 > 1440	\$ 6.75	\$ 6.85	\$ 6.95
Level 3 > 3400	\$ 6.90	\$ 7.00	\$ 7.11
Level 4 > 5400	\$ 7.05	\$ 7.16	\$ 7.26

SERVERS

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 6.32	\$ 6.42	\$ 6.52
Level 2 > 1440	\$ 6.48	\$ 6.57	\$ 6.67
Level 3 > 3400	\$ 6.66	\$ 6.76	\$ 6.86
Level 4 > 5400	\$ 6.85	\$ 6.95	\$ 7.06

KITCHEN: PREP/DISH

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.50	\$ 7.62	\$ 7.73
Level 2 > 1440	\$ 7.90	\$ 8.02	\$ 8.14
Level 3 > 3400	\$ 8.20	\$ 8.32	\$ 8.45
Level 4 > 5400	\$ 8.50	\$ 8.63	\$ 8.76

BARTENDERS

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.19	\$ 7.30	\$ 7.41
Level 2 > 1440	\$ 7.70	\$ 7.82	\$ 7.93
Level 3 > 3400	\$ 8.25	\$ 8.38	\$ 8.50
Level 4 > 5400	\$ 8.81	\$ 8.99	\$ 9.17

KITCHEN: COLD LINE COOK

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 8.00	\$ 8.12	\$ 8.24
Level 2 > 1440	\$ 8.50	\$ 8.63	\$ 8.76
Level 3 > 3400	\$ 9.00	\$ 9.14	\$ 9.27
Level 4 > 5400	\$ 9.50	\$ 9.64	\$ 9.79

HEAD BARTENDER

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 7.70	\$ 7.82	\$ 7.93
Level 2 > 1440	\$ 8.21	\$ 8.33	\$ 8.46
Level 3 > 3400	\$ 8.72	\$ 8.85	\$ 8.98
Level 4 > 5400	\$ 9.23	\$ 9.37	\$ 9.51

KITCHEN: HOT LINE COOK

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$ 9.50	\$ 9.64	\$ 9.79
Level 2 > 1440	\$10.00	\$10.15	\$10.30
Level 3 > 3400	\$10.50	\$10.66	\$10.82
Level 4 > 5400	\$11.00	\$11.17	\$11.33

KITCHEN: FIRST COOK

Hours Required	Year 1	Year 2	Year 3
Level 1 < 1440	\$11.00	\$11.17	\$11.33
Level 2 > 1440	\$11.25	\$11.42	\$11.59
Level 3 > 3400	\$11.50	\$11.67	\$11.85
Level 4 > 5400	\$12.00	\$12.18	\$12.36

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 Palace 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, Slot 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 will be required to complete a probationary period. Any exceptions require the approval of Executive Management.

An acting position is used to fill in when there is a shift open which cannot be filled by someone in the classification in which there is an available shift. All hours accumulated in an acting position will be applied to the individual's current position and should an acting be promoted to a full-time position, all of the hours worked as an acting in the classification to which they were promoted will be credited towards the levels of the pay scale.

- 43.12 Food and Beverage staff 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 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 will be 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 Alberta Gaming and Liquor Commission's Terms and Conditions and Operating Guidelines. Dealers tips can be in the form of gaming chips only. **NO CASH TIPS ARE ALLOWED.**

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 HOUSEKEEPING/MAINTENANCE - 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 FLOOR SUPERVISORS 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 its' 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 its' 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.

LETTER OF UNDERSTANDING

Number 1999-07

Between

The Palace Casino Staff Association

And

Gateway Casinos G.P. 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

For the Company

LETTER OF UNDERSTANDING

Number 2001 - 04

Between

The Palace Casino Staff Association

And

Gateway Casinos G.P. Inc.

Effective: October 31, 2001

Subject: Poker Banker

It is agreed by both parties that the following will apply:

1. Add to Article 43: Classification and Wages
43.04 – Regular Pay Schedules:

POKER BANKER

	Level 1 <1440	Level 2 >1440	Level 3 >2880	Level 4 >4320
YEAR 3	12.15	12.45	12.75	13.15

2. Add to Article 13: Probationary Period/Evaluation

13.15 – New Poker Bankers 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 Poker Banker may be returned to their former position. Any exceptions require the approval of EXECUTIVE MANAGEMENT.

For the PCSA

For the Company

LETTER OF UNDERSTANDING

Number 2002 - 04

Between

The Palace Casino Staff Association

And

Gateway Casinos G.P. Inc.

Effective: July 11, 2003

Subject: Susan Taylor

It is agreed by both parties that the following will apply:

1. Susan Taylor shall be entitled to return to her former position, (Floor Supervisor) without loss of seniority provided she returns no later than sixty (60) days from date of ratification.

For the PCSA

For the Company

LETTER OF UNDERSTANDING

Number 2003 - 01

Between

The Palace Casino Staff Association

And

Gateway Casinos G.P. Inc.

Effective: July 11, 2003
Subject: Benefits

It is agreed by both parties that the following will apply:

ARTICLE 40: BENEFITS

The parties will commit to review part-time benefit coverage jointly, prior to September 1, 2003.

For the PCSA

For the Company

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**AGREEMENT
BETWEEN THE
PALACE CASINO
STAFF ASSOCIATION**

and

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE PCSA

Date: _____

Date: _____