
Collective Agreement

between

Casino Calgary

and

CUPE Sub-local 40

Begins:
05/04/2003

Terminates:
05/04/2005

13111 (01)

INDEX

DEFINITIONS.....	1
ARTICLE 1 - TERM OF AGREEMENT	2
1.01 Duration	2
1.02 Commencement of Collective Bargaining.....	2
1.03 Strikes and Lockouts.....	2
ARTICLE 2 - UNION SECURITY.....	3
ARTICLE 3 – UNION REPRESENTATION.....	3
ARTICLE 4 - HUMAN RIGHTS.....	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
ARTICLE 6 - DISCIPLINE.....	5
ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS	6
ARTICLE 8 - GRIEVANCE PROCEDURE	7
8.01 Definition of a Grievance.....	7
8.02 Settling of Disputes and Grievances.....	7
8.03 Union Assistance	7
8.04 Grievance Handling	7
8.05 Filing Procedure.....	7
8.06 Grievance Process.....	7
8.07 Optional Mediation.....	8
8.08 Step 4 (Arbitration)	8
8.09 Time Limits.....	9
8.10 Management Officers.....	10
8.11 Dismissal or Suspension Grievance.....	10
8.12 Policy or Group Grievances.....	10
ARTICLE 9 - PROBATIONARY PERIOD.....	10
ARTICLE 10 - DEFINITIONS OF EMPLOYEES.....	11
ARTICLE 11 - SENIORITY	11

ARTICLE 12 - HOURS OF WORK	14
12.02 Employee Attendance at Staff Meetings.....	15
ARTICLE 13 - SCHEDULING.....	15
13.01 General.....	15
13.02 Dealers, Floor Supervisors and Boxpersons	16
13.03 Compressed Dealer's Schedule.....	17
13.04 All Other Departments.....	18
13.05 Posting of Schedules.....	18
13.06 Changes to Schedules	18
13.07 Employee Initiated Changes	19
13.08 Employee Availability	19
13.09 Extra Shifts.....	20
13.10 Call Ins.....	20
13.11 Overtime	21
13.12 Early Out.....	21
ARTICLE 14 - JOB POSTINGS	21
ARTICLE 15 - TRIAL PERIOD.....	22
ARTICLE 16 - TECHNOLOGICAL CHANGE.....	23
ARTICLE 17 - HEALTH AND SAFETY.....	23
ARTICLE 18 - LEGISLATION.....	24
ARTICLE 19 - DRESS CODE.....	24
ARTICLE 20 – LAYOFF AND RECALL.....	24
ARTICLE 21 - WORK PERFORMED BY MANAGEMENT.....	26
ARTICLE 22 - TRANSPORTATION.....	26
ARTICLE 23 - TRANSFERRED EMPLOYEES.....	26
ARTICLE 24 - EMPLOYEE APPRAISALS.....	27
ARTICLE 25 - CONFLICTING AGREEMENT.....	27
ARTICLE 26 - PAYMENT OF WAGES.....	27

ARTICLE 27 - OVERTIME PAY.....	28
ARTICLE 28 - STATUTORY HOLIDAYS.....	29
28.02 Eligibility	29
28.03 Holiday Pay.....	29
28.04 Statutory Holiday During Employee Vacation	30
ARTICLE 29 - ANNUAL VACATION.....	30
ARTICLE 30 - LEAVES OF ABSENCE.....	31
30.01 Bereavement Leave.....	31
30.02 Funeral Leave.....	32
30.03 Employer Or Crown Witness.....	32
30.04 Maternity And Parental Leave	32
30.05 Personal Leave	33
30.06 General Criteria.....	33
ARTICLE 31 - SEVERANCE PAY.....	33
ARTICLE 32 - NEW CLASSIFICATIONS.....	34
ARTICLE 33 - WORK IN OTHER CLASSIFICATION	34
ARTICLE 34 - PAY FOR DAY OF INJURY.....	34
ARTICLE 35 - REST PERIODS.....	35
35.01 Dealers	35
35.02 Floor Supervisors And Boxmen.....	35
35.03 All Other Employees.....	35
ARTICLE 36 - TRAINING COURSES.....	35
36.01 General Employee Training	35
36.02 Table Game Training Courses	36
ARTICLU 37 - UNIFORMS.....	36
37.01 General.....	36

ARTICLE 38 - PARKING.....	37
ARTICLE 39 - MEALS AND DISCOUNTS.....	38
ARTICLE 40 - CASH SHORTAGES.....	38
ARTICLE 41 - PRINTING OF AGREEMENT.....	38
ARTICLE 42 - WORKING CONDITIONS.....	39
ARTICLE 43 - HEALTH BENEFITS.....	39
43.01 Alberta Health Care Group Policy.....	39
43.02 Group Insurance Plan.....	39
ARTICLE 44 - WAGE RATES.....	40
44.01 Table Games Wage Rates.....	40
44.02 Dealer Game Increments.....	40
44.03 Slots Wage Rates.....	41
44.04 Food & Beverage Wage Rates.....	41
44.05 Security Wage Rates.....	41
44.06 Maintenance and Custodial Wage Rates.....	41
 LETTERS OF UNDERSTANDING	
RECOGNITION OF ADDITIONAL MANAGEMENT POSITIONS.....	42
SCHEDULING FOR DEALERS, FLOOR SUPERVISORS AND BOXMEN.....	43
DETERMINATION OF EMPLOYEE STATUS AND SENIORITY.....	44
SUBCONTRACTING WORK.....	47
GRIEVANCE PROCEDURE - (INFORMAL) STEP 1.....	48
REDUCTION IN WORK HOURS.....	49
WAGE GRID - TABLE GAMES.....	51
WAGE GRID - SLOTS.....	52
WAGE GRID - FOOD AND BEVERAGE.....	53

WAGE GRID - MAINTENANCE AND CUSTODIAL..... 54

WAGE GRID - SECURITY 55

DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (a) a word used in the masculine gender applies also to the feminine
- (b) a word used in the singular applies also to the plural
- (c) “Employer“, means Alberta Bingo Supplies Ltd., operating as Casino Calgary
- (d) “Union”, means the Canadian Union of Public Employees (C.U.P.E.) Sub-Local 40
- (e) “Department”, means a specific division of the Employer’s business at Casino Calgary
- (f) “Employee”, means a person employed **by** the Employer who is in the bargaining unit covered by this Collective Agreement
- (g) “Wage rate’., means the basic hourly rate of pay paid to an employee for regular hours of **work**
- (h) “Wages”, includes pay for regular hours of work, but does not include:
 - 1) overtime pay, vacation pay, statutory holiday pay or termination pay
 - 2) **a** payment made as a **gift** or bonus that is dependent on the discretion of the Employer and is not related to hours of work, production or efficiency
 - 3) expenses or allowances
 - 4) tips or gratuities

ARTICLE 1 - TERM OF AGREEMENT

1.01 Duration

This Agreement shall be binding and remain in force and effect from May 4, 2003 up to and including May 4, 2005 and shall continue from year to year thereafter subject to the right of either party to serve notice in writing to the other party to commence collective bargaining. Such notice shall be given not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of this Agreement.

1.02 Commencement of Collective Bargaining

- (a) Collective bargaining shall commence within thirty (30) days of receipt of the Notice to Commence by either party, unless it is mutually agreed by the parties to extend the time limit.
- (b) The parties shall exchange bargaining proposals at the first meeting for the purpose of commencing collective bargaining.
- (c) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - i) the Union commences a legal strike; or
 - ii) the Employer commences a legal lockout; or
 - iii) the parties enter into a new or amended Agreement; or
 - iv) the right of the bargaining agent to represent employees is terminated.

1.03 Strikes and Lockouts

- (a) The Union agrees that during the term of this Agreement there shall be no slowdown or strike, stoppage of work or refusal to work.
- (b) The Employer agrees that during the term of this Agreement there shall be no lockout.
- (c) **An** employee who engages in a slowdown, strike, stoppage of work or refusal to work during the term of this Agreement, shall be subject to disciplinary action up to and including dismissal.
- (d) Employees who refuse to work or report for work due to a strike or picket of another union, union local or sub-local, shall be subject to disciplinary action up to and including dismissal.

ARTICLE 2 - UNION SECURITY

- 2.01 The Employer recognizes the Union **as** the exclusive bargaining agent for all employees within the bargaining unit for which the Union is certified under the Labour Relations Code of Alberta.
- 2.02 No employee shall be required to cross a legal picket line arising from a strike by or lockout of the Union at the Employer's place of business. For the purposes of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under the Alberta Labour Relations Code. The Union agrees to give the Employer advance notice of the probable implementation of picket lines by the Union which might affect the Employer's operation.

ARTICLE 3 – UNION REPRESENTATION

- 3.01 **Union Stewards:** The Employer agrees to recognize Union stewards elected or appointed from the Union membership, employed by the Employer, provided the Union has first advised the Employer in writing.
- 3.02 The Union steward(s) shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 3.03 The Union shall advise the Employer, in writing, of the composition of, and any changes to, the Union stewards.
- 3.04 The Union steward(s) shall, within reason, investigate and process grievances during regular working hours without loss of pay.
- 3.05 The Union steward(s) shall first obtain permission from his/her manager before leaving his/her work area for such purpose. Such permission shall not be unreasonably withheld, but shall be subject to the operational requirements of the Union steward(s) work area.
- 3.06 **Union Participation:** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union, as per the Alberta Labour Relations Code, for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 3.07 Leave of absence with pay and with accrual of seniority shall be granted:
- (a) to employees called by the Employer to appear as witnesses before an Arbitration Board pursuant to the Grievance Procedure of this Agreement;
 - (b) to employees who are members of the Health and Safety Committee when attending Committee meetings;

ARTICLE 3 – UNION REPRESENTATION - cont'd

- (c) to a Union steward when attending meetings with the General Manager of Casino Calgary.
- 3.08 Leave of absence without pay and with accrual of seniority shall be granted:
- (a) to employees who are elected or appointed to represent the Union at a conference, convention or seminar;
 - (b) to representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
 - (c) to representatives of the Union on the Grievance Committee when attending meetings of such committee.
- 3.09 Leave of absence without pay and with no accrual of seniority shall be granted:
- (a) to employees appointed or elected to Union office;
 - (b) to employees elected to public office.
- 3.10 The Employer shall supply the Union with a glass enclosed and locked bulletin board in the staff break room. The Union shall have the right to post notice of meetings, conferences, conventions, education seminars, list of Union officers and stewards. The Union agrees to obtain approval from the Employer for all other postings.
- 3.11 **Personnel Files:** Employees shall, upon one (1) day's notification (excluding Saturday, Sunday and statutory holidays) to the Employer be permitted to view their **personnel** file in the presence of an Employer representative. The employee may make this request only once per calendar year and/or in the event of a grievance by the employee.

ARTICLE 4 - HUMAN RIGHTS

- 4.01 The Employer and the Union agree to abide by the terms of the Alberta Human Rights, Citizenship and Multiculturalism Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes the exclusive right of the Employer to;
- (a) maintain order at the worksite;
 - (b) manage all aspects of the business including but not limited to buildings, machinery and equipment;
 - (c) use improved methods, machinery and equipment;

ARTICLE 5 - MANAGEMENT RIGHTS - cont'd

- (d) enforce legislation, regulations, rules, policies and procedures to be adhered to by the employees;
 - (e) implement, supplement and/or alter any rule, policy or procedure at any time;
 - (f) direct the workforce in all aspects, including but not limited to:
 - i) hiring;
 - ii) scheduling;
 - iii) promotions; and
 - iv) discipline;
 - (g) have volunteers associated with the charitable organization and third party facility users hired by the charitable organization to perform duties that might otherwise be performed by the bargaining unit.
 - (h) subcontract work.
- 5.02 The Union agrees that the Employer shall be entitled to make any changes which may be necessary or desirable to comply with the requirements of the **Alberta** Gaming & Liquor Commission, or any other legislation, policies, directives, or regulations of any level of government which apply to any aspect of the Employer's business.
- 5.03 In the event of an omission or lack of specificity in this Article, the Employer retains all rights and entitlements not expressly limited by a specified Article or clause of this Collective Agreement and further, that all matters not specifically covered by this Collective Agreement will be dealt with at the sole discretion of management.
- 5.04 The Union recognizes that the Employer's business is to provide a facility for charitable organizations to hold their licensed casino events for the purpose of fund raising and further that a contract with a licensed charitable organization is required for the Employer to conduct business.

ARTICLE 6 - DISCIPLINE

- 6.01 The Employer shall have the right to discipline employees for cause.
- 6.02 An employee who has been given a written warning, suspension, disciplinary demotion or is discharged shall be informed in writing as to the reason(s) for such action. The employee will be provided with a copy of all correspondence or written notices pertaining to the action taken which are placed in their personnel file.

ARTICLE 6 - DISCIPLINE - cont'd

- 6.03 The Union recognizes that there are occasions when the actions or conduct of an employee require the Employer to take immediate disciplinary action, up to and including discharge.
- 6.04 Nothing in this Article shall take away the employee's right to access the Grievance Procedure for any disciplinary action taken unless such right has been restricted elsewhere in this Agreement.
- 6.05 The Employer shall advise an employee of their right to be accompanied by a Union steward, who shall *act* in the capacity of an observer only, during any disciplinary action. No disciplinary action shall be considered null and void merely by the fact that an employee did not exercise this right.
- 6.06 All employees who have a disciplinary record placed on their personnel file may request in writing removal of the said record if thirty-six (36) months have passed since the disciplinary record was issued and no other subsequent disciplinary record has been issued. If all the above conditions have been met, said disciplinary record will be cleared.

ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS

- 7.01 Union dues as set by the Union and applicable to all employees covered by this Agreement shall be deducted on a pay period basis. All dues shall be forwarded to the Union no later than the fifteenth (15th) of each month, following the month for which the dues have been deducted and be accompanied by a list of the names of the employees from whose wages the deductions have been made and the amount.
- 7.02 Should the Union change the Union dues to be deducted, the Union shall notify the Employer in writing sixty (60) days prior to the first of the month in which the revised dues are to be effective.
- 7.03 The monthly deduction for Union dues shall apply in the month that an employee commences or terminates employment.
- 7.04 All casual employees shall be required to pay Union dues.
- 7.05 The Employer agrees that a Union representative shall be given the opportunity during the orientation period of newly hired employees to make a presentation of up to thirty (30) minutes during the orientation of the employee(s), for the purpose of advising the employee of his or her rights and obligations under this Agreement without loss of pay for the Union representative.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

A grievance shall be defined as any difference between the parties to this Agreement concerning its' interpretation, application, administration or any alleged violation of this Collective Agreement.

8.02 Settling of Disputes and Grievances

The alleged difference must be dealt with progressively in the following manner without stoppage of work or refusal to perform work.

8.03 Union Assistance

An employee or Union Steward may request the attendance of a C.U.P.E. Representative to provide assistance at any meeting held with the Employer to attempt resolution of a formal grievance.

8.04 Grievance Handling

No grievance handling shall take place on the Employer's property, or work sites, or during working hours without the required express permission of the Employer's representative or their designate that is responsible for the work area. Such permission shall not be unreasonably withheld but shall be subject to the operational requirements.

8.05 Filing Procedure

No grievance shall be considered except under the following procedure including the condition that a grievance at Step 2 and/or Step 3 must be submitted in writing and must contain a complete and full statement of the grievance pursuant to a specific clause of this Agreement and the redress sought. Copies of all written grievances shall be forwarded to the Personnel Administrator of the Employer.

8.06 Grievance Process

Step I (Department Manager)

An employee who has a grievance shall, within seven (7) calendar days of the date they become aware of, or reasonably should have become aware of, the occurrence prompting the difference, first discuss the matter with their Department Manager and attempt to resolve the grievance informally. In the event that it is not resolved, it may become a formal grievance at Step 2, provided it is submitted in writing in accordance with the following provisions.

ARTICLE 8 - GRIEVANCE PROCEDURE - cont'd

Step 2 (Operations Manager)

Within fourteen (14) calendar days of the meeting at Step 1, a formal grievance shall be submitted, in writing to the Operations Manager. At the request of either party, a meeting shall be held at this Step. The Operations Manager shall reply in writing within fourteen (14) days of receiving the grievance. **If** the grievance is not settled at this stage, it may be advanced to Step 3.

Step 3 (General Manager)

Within fourteen (14) calendar days of receipt of the Step 2 response, the Union shall submit the grievance in writing to the General Manager. At the request of either party, a meeting shall be held at this Step. An Employer grievance shall be initiated at this step directly to the Union, in writing. A written response shall be provided to the presenter within fourteen (14) calendar days of receipt of the grievance.

8.07 Optional Mediation

When notice is given of the desire to submit a grievance to Arbitration, either party may request of the other party that the difference be referred to non-binding Mediation. If both parties agree to Mediation, they shall appoint a mutually agreed upon Mediator to facilitate a resolution. The expenses of the Mediator shall be equally borne by both parties.

8.08 Step 4 (Arbitration)

- (a) If a settlement is not reached through the above proceedings, the Union (in the case of a Union grievance) or the Employer (in the case of an Employer grievance) may refer the grievance to an Arbitration Board by providing the other party notice in writing within twenty-one (21) calendar days of receiving the written response at Step 3.
- (b) Either of the parties shall notify the other party **in** writing of its desire to submit the grievance to Arbitration, and the notice shall contain a statement of that grievance and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within fourteen (14) calendar days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

ARTICLE 8 - GRIEVANCE PROCEDURE - cont'd

- (c) If the recipient of the notice in (a) and (b) above fails to appoint a nominee within the time limit indicated, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.
- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Arbitration Board.
- (e) The parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.
- (f) Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.
- (g) The Arbitration Board or Arbitrator shall expressly confine itself in its award to the precise issue submitted to it and shall have no authority to make a decision on any other issue not submitted to it.
- (h) The power and decisions of the Arbitration Board or Arbitrator shall be in accordance with the applicable provisions of the Alberta Labour Relations Code.
- (i) Procedures as stipulated in this Article may be varied only by written agreement of the parties.

8.09 Time Limits

- (a) In the event the initiator of the grievance (Union or Employer) fails to follow the procedure and time limits prescribed in the Grievance Procedure, the grievance shall be deemed to be abandoned.
- (b) Should the recipient of the grievance (Union or Employer) fail to comply with the procedure and time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.
- (c) The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE - cont'd

8.10 **Management Officers**

In the event any management officers as named in the grievance procedure steps are one and the same, the previous steps will be deemed to have been complied with.

8.11 **Dismissal or Suspension Grievance**

In the event a non-probationary employee alleges dismissal or suspension without cause, the employee's grievance may commence at Step 3, within fourteen (14) calendar days of the occurrence.

8.12 **Policy or Group Grievances**

- (a) Both the Union and the Employer shall have the right to process as Policy grievances items which arise regarding the interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step 3, provided that the grievance is submitted in writing, within fourteen (14) calendar days of the date they first became aware of or reasonably should have become aware of the occurrence.
- (b) The Union shall have the right to process Group grievances. **A** Group Grievance is initiated by more than one (1) employee providing that all employees who are a party to the grievance are grieving the identical issue and have signed the initial grievance form.
- (c) Any matter submitted as either a Policy Grievance or a Group Grievance shall not also be subject to a grievance by an individual.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 Newly hired employees shall be considered probationary for the first three hundred and fifty (350) hours or three (3) months, whichever is greater. The probationary period is to assess performance and ascertain long term suitability.
- 9.02 An employee may be discharged at any time during the probationary period and the employee shall have access to Step 1 of the Grievance Procedure only.
- 9.03 The Employer shall have the right to extend an employee's probationary period by **up** to three hundred and fifty (350) hours or three (3) months.

ARTICLE 10 - DEFINITIONS OF EMPLOYEES

- 10.01 **Probationary:** Is an employee who during their initial period of employment is serving a probationary period **as** outlined in Article 9.
- 10.02 **Regular Full-Time:** Is an employee who is required to work not less than twenty-eight (28) hours per week on a year round basis, exclusive of vacation and any other approved leaves of absence,
- 10.03 **Regular Part-Time:** Is an employee who is not scheduled for full-time work but works at least fourteen (14) hours per week and less than twenty-eight (28) hours per week on a year round basis, exclusive of vacation and any other approved leaves of absence.
- 10.04 **Casual:** A casual employee works less than fourteen (14) hours per week on a year round basis.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined **as** the length of an employee's continuous employment within the following categories:
- a) within the classification (classification seniority)
 - b) within the department (departmental seniority)
 - c) within the bargaining unit (start date seniority)
 - d) within the sub-classification for dealers only (sub-classification seniority)
- 11.02 Seniority shall be established in each of the categories provided for in 11.01, once an employee successfully completes the probationary period or the trial period, whichever is applicable, after which the employee's seniority in the category shall be retroactive to the employee's start date or date of transfer, whichever applies.
- 11.03 No seniority shall be accrued by probationary employees. Upon the successful completion of the probationary period, an employee's seniority shall be made retroactive to the employee's start date.
- 11.04 No seniority shall be accrued by a casual employee. When a casual employee becomes a regular full-time or regular part-time employee and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a casual employee since the date of certification of the Union (August 29, 2001). The seniority date shall be adjusted by one (1) day for every seven (7) hours of work.

ARTICLE 11 - SENIORITY - cont'd

11.05 Classification seniority shall apply to:

- (a) Scheduling of vacation
- (b) Job Postings
- (c) Training
- (d) Layoff and Recall (except for dealers where sub-classification applies)
- (e) Extra shifts, overtime, early out and call in
- (f) Scheduling of shifts as per Article 13.02

11.06 Departmental seniority shall apply only when all other factors in the classification seniority are the same.

11.07 Start date seniority shall apply only when all factors are the same as outlined in 11.06.

11.08 When all factors are the same as outlined in 11.07, then regular full-time employees shall have seniority over regular part-time employees.

11.09 When all factors are the same as outlined in 11.08, then seniority shall be determined based on a simple draw of numbers. The outcome of the draw is determined in order from the lowest number drawn to the highest number drawn. The total number of employees affected determines the total number to be drawn. The draw shall take place in the presence of a Union representative.

11.10 Sub-classifications are for dealers only and shall apply exclusively to layoff and recall as per Article 20. Dealers will be sub-classified into four groups in the following manner and order:

Sub-classification 1 – dealers with one (1) game

Sub-classification 2 – dealers with two (2) games

Sub-classification 3 – dealers with three (3) and four (4) games

Sub-classification 4 – dealers with five (5) and six (6) games

11.11 For the purposes of defining “games” in the application of 11.10, only the following shall be considered games:

- (a) Blackjack
- (b) Baccarat
- (c) Roulette
- (d) Pai Gow Tiles
- (e) Poker
- (f) Craps

ARTICLE 11 - SENIORITY - cont'd

- 11.12 Seniority shall continue to accrue during the absence of **an** employee for a maximum of one (1) year for combined maternity/parental leave.
- 11.13 Seniority shall continue to accrue during the absence of an employee who is off work as a result of non-occupational illness or injury up to a maximum of one (1) year.
- 11.14 Seniority shall continue to accrue during the absence of an employee who is off work as a result of an occupational injury, from the date of injury until the employee's Workers' Compensation Board benefits expire.
- 11.15 Seniority of an employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when an employee:
- a) resigns or otherwise terminates his/her service by voluntary act, or
 - b) is discharged for cause, or
 - c) fails to return to work upon the expiration of a leave of absence, or
 - d) is absent without leave, or
 - e) is laid off for a period in excess of one hundred and twenty (120) calendar days, or
 - f) fails to respond to the Employer within twenty-four (34) hours immediately following the stated recall date and time.

The provisions of (c), (d), and (f) above shall not apply if the Employer deems the cause to be justified.

- 11.16 Seniority shall not accrue during periods of layoff or during unpaid leaves of absence in excess of thirty (30) days, except as provided for in 11.12, 11.13 and 11.14 above. An employee's seniority in all categories shall be adjusted to reflect any period during which seniority is not accumulated.
- 11.17 Seniority shall continue to accrue:
- (a) for employees called by the Employer to appear as witnesses before an Arbitration Board pursuant to the Grievance Procedure of this Agreement,
 - (b) for employees who are members of the Health and Safety Committee when attending Committee meetings, and
 - (c) for a Union steward when attending meetings with the General Manager of Casino Calgary.
- 11.18 Seniority shall continue to accrue on an approved leave of absence without pay:
- (a) for employees who are elected or appointed to represent the Union at a conference, convention or seminar,

ARTICLE 11 - SENIORITY - cont'd

- (b) for representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer, and
- (c) for representatives of the Union on the Grievance Committee when attending meetings of such committee.

11.19 Seniority shall not accrue on an approved leave of absence without pay:

- (a) to employees appointed or elected to Union office, and
- (b) to employees elected to public office.

11.20 If an employee who is promoted to a position outside the bargaining unit returns to their former position within the trial period, the employee shall do so without loss of seniority in their former position. However, the employee shall cease to accrue seniority during the trial period in the promoted position and once confirmed in the position, the employee's seniority shall be lost.

11.21 If an employee who is promoted or transferred to a position within the bargaining unit returns to their former position within the trial period, the employee shall do so without loss of seniority in their former position. However, the employee shall cease to accrue seniority during the trial period in the promoted position and once confirmed in the position, the employee's seniority in their former classification shall be lost.

11.22 Within thirty (30) days of the ratification of this Agreement by the parties, the Employer shall post a list of employees showing the date on which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards in April and October of each year.

11.23 Any objection to the accuracy of a posted seniority list must be filed in writing to the Employer within fourteen (14) calendar days of the posting. Thereafter the posted seniority list will be deemed to be valid for all purposes of this Agreement.

ARTICLE 12 - HOURS OF WORK

12.01 Regular straight time hours shall conform to the following guidelines:

- (a) **Regular shifts**
 - (i) not more than eight (8) hours in any single shift, exclusive of any unpaid meal breaks;
 - (ii) not more than forty-four (44) hours in six (6) working days in any seven (7) consecutive day period beginning on Sunday, exclusive of any unpaid meal breaks.

ARTICLE 12 - HOURS OF WORK - cont'd

(b) **Compressed shifts**

- (i) not more than twelve (12) hours in any single shift, exclusive of any unpaid meal breaks;
- (ii) not more than eighty-eight (**88**) hours in fourteen (**14**) consecutive days beginning on Sunday, exclusive of any unpaid meal breaks.

12.02 **Employee Attendance at Staff Meetings**

- (a) Where **an** employee is directed by the Employer to attend a staff meeting, the employee shall be compensated at their regular hourly rate for the time spent in such attendance. The time at such meetings shall not be counted towards the employee's regular shift, that is, no overtime.
- (b) Where the attendance of an employee at **a** staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

ARTICLE 13 - SCHEDULING

13.01 **General**

- (a) The Employer has the right to determine schedules for employees to meet the ongoing operational requirements of all departments.
- (b) The right to schedule employees includes the determination of:
 - i) the number of employees required on a shift at any time;
 - ii) the hours of operation for any department;
 - iii) the number of days and hours that an employee is to **work in** a seven (7) day period;
 - iv) the starting times and ending time of all shifts of all employees;
 - v) the scheduling period and scheduling system of any department or classification which has not been expressly outlined in this Article.
- (c) Shifts which commence on one calendar day and extend past midnight to the next calendar day are considered to be shifts worked only on the calendar day on which the shifts commenced.

ARTICLE 13 - SCHEDULING - cont'd

- (d) Employees will be provided with a minimum of nine (9) hours off between shifts. When an employee is not provided with nine (9) hours off, they shall be paid at time and one-half (1 ½) for time worked prior to their next shift that is within this nine (9) hour period.

13.02 Dealers, Floor Supervisors and Boxpersons

- (a) The Employer shall establish schedules for all positions based on operational requirements for a four (4) week, twenty-eight (28) day period.
- (b) The schedules referred to in (a) above shall repeat for two (2) additional periods resulting in an overall schedule period of twelve (12) weeks or eighty-four (84) days.
- (c) The Employer shall post a roster of all available schedules five (5) weeks in advance of the effective date of the initial schedule period.
- (d) For dealers the available schedules shall be coded to indicate the requirement for specific qualifications.
- (e) All employees shall submit a schedule selection form, indicating three (3) schedules in order of preference, according to a Scheduling Time Table to be posted in the staff rooms.
- (f) Schedules shall be awarded according to schedule preference based on classification seniority or sub-classification seniority when the schedule has a specific game requirement for Pai Gow Tiles or Craps. In this situation, employees with these game qualifications will be required to bid on the specific schedules allocated for Pai Gow Tile or Craps.
- (g) In the event that two (2) or more employees are equal in (f) above the schedule will be awarded according to the seniority provisions outlined in 11.06 through 11.09.
- (h) The Employer shall update the posted rosters on a daily basis to indicate those schedules which have been awarded and are no longer available.
- (i) Fourteen (14) calendar days prior to the commencement of the schedule period, those employees who have not been successful in their schedule selections will be given an additional two (2) calendar days to submit a final schedule selection form. The Employer shall continue to update the posted roster as in (h) above during this additional period.

ARTICLE 13 - SCHEDULING - cont'd

- (j) Twelve (12) calendar days prior to the commencement of the next schedule period employees without an assigned schedule, shall be required to select one of the remaining schedules on a one by one basis beginning with the most senior employee remaining.
- (k) In the event an employee refuses to select a schedule in (j) above, they shall be assigned one of the remaining schedules by the Employer.
- (l) When an employee refuses to work a schedule that has been assigned in (k) above they will be deemed to have resigned without notice at the conclusion of the current schedule period.

13.03 Compressed Dealer's Schedule

- (a) Dealers on a compressed schedule at the date of ratification of this Agreement shall retain their compressed schedule.
- (b) The Employer shall maintain a waiting list of employees that have indicated their desire for compressed scheduling.
- (c) The initial list shall be limited to the existing waiting list in the order that the employees were put on the list. Any vacancies on the list shall be filled in order by a random draw **of all** interested employees.
- (d) The compressed waiting list shall be allowed to diminish from a maximum of ten (10) down to a minimum of five (5) before a draw will be conducted to fill the list to ten (10) names.
- (e) When a compressed schedule becomes available, the Employer shall go to the top of the list to fill the vacancy.
- (f) In the event an employee declines the compressed schedule, they shall be removed from the list.
- (g) In the event the Employer reduces the number of compressed schedules, employees will be required to return to a regular schedule in reverse order of going on a compressed schedule.
- (h) Compressed schedules shall only be available *to* employees with three (3) or more of the games defined in 11.11.

ARTICLE 13 - SCHEDULING - cont'd

13.04 All Other Departments

- (a) The Employer shall determine schedules for all employees to meet the ongoing operational requirements of the department.
- (b) Where possible and practical, existing scheduling practices will be maintained taking into account the rights of the Employer under 13.01 (a) and 13.01 (b). The intent of this clause shall not be construed as guaranteeing any employee a specific schedule or shift preference.

13.05 Posting of Schedules

- (a) All scheduled days of work and hours of work shall be posted seven (7) calendar days in advance of the schedule period commencing on a Sunday.
- (b) Schedules shall be posted in areas accessible to the affected employees.
- (c) Schedules shall include the employee's name, starting and ending time for each day of work and days off.
- (d) The Employer is responsible for keeping the work schedule up to date and to ensure that all changes are clearly noted and legible.

13.06 Changes to Schedules

- (a) Other than emergencies, a scheduled employee is entitled to forty-eight (48) hours notice prior to the start time of any shift being postponed or the start time of an advanced shift.
- (b) Notice is not required when an employee is required to work past the end of a scheduled or unscheduled shift.
- (c) Notice is not required when an employee voluntarily reports for work on a call in.
- (d) Provided the employee has received the advance notice required in (a) above, the employee is required to comply with the **change**, unless the Employer is satisfied that the reason for not complying is valid.
- (e) When the employee has not been provided with the advance notice required in (a) above, they will not be required to comply with the change but may agree to the change if they so desire.
- (f) It is the responsibility of the Employer to advise the employee of any change in their work schedule.

ARTICLE 13 - SCHEDULING - cont'd

- (g) When an employee has not been provided with any notice and reports for work as originally scheduled, the employee will be provided with work ~~for~~ their scheduled hours.

13.07 Employee Initiated Changes

- (a) An employee may, with the approval of the Employer, change shifts with another employee of the same classification and equivalent qualifications.
- (b) A request to change shifts must be received by the Employer seven (7) calendar days in advance of the first day or days to be changed, when the posted schedule affected is for two (2) weeks or longer and four (4) days in advance of the first day or days to be changed when the posted schedule affected is for one (1) week.
- (c) A shift change request sheet, supplied by the Employer and signed by both employees must accompany the request to change shifts.
- (d) The change shall not be approved until signed by the Department Manager.
- (e) The employee who takes the shift(s) assumes all the obligations and requirements of the shift as if the employee originally scheduled worked the shift.
- (f) No overtime will be paid by the Employer that results from the exchange of shifts except for those hours which would have been paid at overtime rates had the exchange of shifts not occurred.
- (g) An employee who becomes aware that they are going to be late or unable to report for work as scheduled because of illness, injury or emergency, is obligated to notify the Employer at the earliest possible time, prior to the commencement of their shift, to allow the Employer sufficient time to arrange coverage for the absence.

13.08 Employee Availability

- (a) All regular employees must be available to work the shifts required by the Employer to effectively operate. This includes day shifts, swing shifts, night shifts, late night shifts and weekends.
- (b) All regular employees must establish their availability with the Department Manager at the time of hire or at the time the employee converts from full-time to part-time or vice versa.

ARTICLE 13 - SCHEDULING - cont'd

- (c) The Employer is not obligated to make up time lost by an employee when the employee is not available to work the shifts required by the Employer and posted on the schedule.
- (d) A swing shift shall be defined as a shift commencing during one shift and ending during another shift.

13.09 Extra Shifts

- (a) The Employer shall establish an "Extra Shifts" request list on a quarterly basis for each department for employees to sign **up** for extra shifts and/or hours.
- (b) When extra shifts and/or hours become available, the Employer shall offer the extra shifts/hours to employees on the Extra Shifts list in order of classification seniority provided that:
 - i) the employee has the skills required, and
 - ii) the employee will not be put in an overtime situation.
- (c) **An** employee from the Extra Shifts list that refuses the offer of extra time on three (3) occasions in a quarter shall be removed from the list for the remainder of the current quarter or thirty (30) days, whichever is greater. The onus shall be on the employee to advise the Employer to be put back on the Extra Shifts list.
- (d) The Employer shall not be required to offer overtime hours to any employee for the period of time that employee has been removed from the Extra Shifts list.
- (e) **A** shift shall be defined as four (4) consecutive hours of work, exclusive of any unpaid meal periods.

13.10 Call Ins

- (a) In the event the Extra Shifts list as provided for in 13.09 is unable to meet the operational requirements of the Employer, the Employer shall call in casual employees before calling employees who have not expressed an interest in extra shifts/hours.
- (b) Subject to 13.10 (a) above, the Employer shall call in employees in order of classification seniority provided that:
 - i) the employee has the skills required, and
 - ii) the employee will not be put in an overtime situation.

ARTICLE 13 - SCHEDULING - cont'd

- (c) Employees shall be paid for a minimum of four (4) hours on a call in unless the call in is contiguous to a scheduled shift.

13.11 Overtime

- (a) From time to time employees shall be required to work overtime.
- (b) The Employer shall provide a voluntary overtime sign-up sheet each day. Overtime shall be allocated to those employees on the list based on classification seniority provided the employee has the skills required.
- (c) In the event there are insufficient volunteers pursuant to 13.11 (b) above, the Employer may require employees to work overtime in reverse order of classification seniority based on skills required.

13.12 Early Out

- (a) Early out shall be voluntary.
- (b) The Employer shall provide a voluntary early out sign-up sheet each day. Early out shall be allocated based on classification seniority provided the employee's skills are not required.
- (c) The release from work of employees on overtime shall *not* be considered as an early out.
- (d) The release from work of employees who are unprepared to commence work or are incapable of performing work, shall not be considered as an early out.

ARTICLE 14 - JOB POSTINGS

- 14.01 (a) All vacant positions within the bargaining unit shall be posted for seven (7) calendar days in the employee staff room(s).
- (b) All applications for posted positions shall be in writing and where practical on an application form provided by the Employer.
- (c) The Employer shall consider qualified internal applicants prior to advertising the position externally.

ARTICLE 14 - JOB POSTINGS - cont'd

- (d) In the case of applications from experienced dealers it is agreed that the Employer can hire these individuals without a job posting into dealer positions. It is further agreed that postings for blackjack training schools shall be done internally and externally at the same time.
- (e) In the event that two or more employees meet the requirements of the posting and are considered by the Employer to be relatively equal in skills, ability, experience and aptitude, the Employer shall consider seniority as the final determining factor. In this determination, seniority shall be considered in the following order, and if applicable:
 - i. classification seniority
 - ii. departmental seniority
 - iii. start date seniority
- (f) An employee may apply for a lower paid as well as a higher paid position.
- (g) An employee appointed to a position by the application of this Article shall be governed by Article 15, Trial Period.

ARTICLE 15 - TRIAL PERIOD

- 15.01 In filling a position under Article 14, Job Postings, the successful applicant shall be given a trial period of three hundred and fifty (350) hours or three (3) months, whichever is greater.
- 15.02 The purpose of the trial period is to provide the successful applicant the opportunity to demonstrate the ability to perform satisfactorily in the new position.
- 15.03 The Employer has the right to determine the level of training required for an employee to satisfactorily perform in the new position.
- 15.04 During the trial period, the employee may elect to return, or the Employer may require the employee to return, to his/her former position and rate of pay, without loss of seniority. The Employer shall, in writing, inform the employee of the reasons for returning him/her to his/her previous position. Any other employees thereby affected shall be returned to his/ her former position and rate of pay, without loss of seniority or laid off as per Article 20.
- 15.05 In the event that the former position has been eliminated, then the Layoff and Recall provisions apply as per Article 20.

ARTICLE 16 - TECHNOLOGICAL CHANGE

- 16.01 Technological change refers to the introduction by the Employer of any new equipment not previously used.
- 16.02 Technological change does not refer to:
- (a) the upgrading of existing equipment; or
 - (b) the replacement of existing equipment with a newer model; or
 - (c) the introduction of new equipment by the Alberta Gaming and Liquor Commission.
- 16.03 When the Employer is planning to introduce any technological change that results in a reduction in the work force within the bargaining unit, the Employer shall provide the Union with thirty (**30**) calendar days notice prior to the implementation of the change.
- 16.04 The Employer shall provide training to employees directly affected by the introduction of the new equipment.
- 16.05 In the event that technological change or 16.02 (c) above results in a reduction in the workforce, layoffs and recalls shall be in accordance with the provisions of Article 20, Layoff and Recall.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Union and the Employer agree to cooperate in the matter of occupational health, safety and accident prevention.
- 17.02 An employee's rights shall be respected in accordance with the Occupational Health and Safety Act.
- 17.03 The Employer and the Union agree to the establishment of a joint Health and Safety Committee. The Union shall have the right to designate two (2) members from the bargaining unit on the committee. The number of Employer members shall be two (2).
- 17.04 The Committee shall prepare a draft Terms of Reference which must be approved by the General Manager of Casino Calgary.
- 17.05 The Committee shall meet a least twice per year at a mutually acceptable time and date. A special meeting of the Committee may be called by a consensus of the members.
- 17.06 The Employer shall assist the Committee by providing available information, when required, pertaining to accidents, incidents or occupational diseases that occur at the work site.

ARTICLE 17 - HEALTH AND SAFETY - cont'd

17.07 The Committee shall assist the Employer:

- (a) in identifying situations that may be unsafe or unhealthy in respect of the work site;
- (b) by making positive and realistic recommendations for the improvement of health and safety at the work site.

17.08 Health and Safety Committee meeting minutes shall be posted on the bulletin board in the staff room.

ARTICLE 18 - LEGISLATION

18.01 It is agreed that the Employer is bound by all policies implemented by the Alberta Gaming and Liquor Commission relating to the management and operation of casinos and licensed premises.

18.02 In the event that Federal or Provincial legislation, Orders in Council, regulations or Alberta Gaming and Liquor Commission policies makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision(s) to be substituted for the provision(s) so altered or invalidated, but failing mutual agreement on a substituted provision(s), the matter shall be resolved through mediation/arbitration.

ARTICLE 19 - DRESS CODE

19.01 Dress Code shall be as outlined in the Casino Calgary Policies and Procedures Manual.

ARTICLE 20 – LAYOFF AND RECALL

20.01 A layoff shall be defined as a temporary reduction in the work force with anticipated future recall.

20.02 The Union and the Employer recognize that job security shall increase in proportion to seniority therefore, in the event of a layoff, employees shall be laid off in reverse order of classification seniority, or sub-classification in the case of dealer seniority.

20.03 No notice will be required or will apply where the layoff is the result of a fire, flood, earthquake, or other act of God, or in the event of a circumstance requiring *the* immediate closure of the facility

ARTICLE 20 - LAYOFF AND RECALL - cont'd

- 20.04 For table games, a layoff of dealers shall commence at the lowest sub-classification, that is Dealer 1.
- 20.05 The Employer shall provide the Union and regular full-time and regular part-time employees with fourteen (14) calendar days notice of the effective date of layoff.
- 20.06 No notice of layoff shall be required to be given to probationary or casual employees.
- 20.07 No new employees shall be hired in a classification or sub-classification while there are other employees from that classification or sub-classification on layoff and who are eligible for recall, as long as the laid off employees have the skills, knowledge and ability to perform the work required and are available to do so.
- 20.08 An employee shall be recalled only to the classification or sub-classification from which the employee was laid off.
- 20.09 Other than the retention of seniority held at time of layoff, an employee's rights while on layoff shall be limited to the right of recall only as specified in Article 20.12.
- 20.10 Employees on layoff are responsible for informing the Employer, in writing, delivered to the Personnel Administrator:
- i) if they will be away or otherwise unavailable to be contacted in the event of a recall;
 - ii) if they have a change in address or telephone number to be used to contact them for recall.
- 20.11 If an employee is unavailable when a recall is conducted, the Employer shall recall the next most senior employee in the affected classification or sub-classification. The employee who was unavailable shall be placed at the top of the recall list upon their availability.
- 20.12 When increasing the work force, the Employer shall recall the most senior employee in the affected classification or sub-classification, provided the employee being recalled is available, qualified and able to perform the work available.
- 20.13 The method of recall shall be by telephone and if such is not possible, by registered letter sent to the employees' last known place of residence. Employees so notified must be available to report to work within twenty-four (24) hours after notice of recall has been received.

ARTICLE 20 - LAYOFF AND RECALL - cont'd

- 20.14 If, after seven (7) calendar days from the date of mailing of the registered letter, the employee has not responded, the Employer shall consider the employee to be absent without leave and to have forfeited his/her recall rights and the Employer shall go to the next employee eligible for recall.
20. 5 An employee who has not reported within twenty-four (24) hours immediately following the stated recall date and time, shall he considered absent without leave and shall forfeit their recall rights and the Employer shall go to the next employee eligible for recall.
20. 6 The Employer retains the right to fill a position temporarily while awaiting a response from a recalled employee.

ARTICLE 21 - WORK PERFORMED BY MANAGEMENT

- 21.01 The Employer recognizes that it is improper for management or excluded employees to do work which is presently performed by employees covered by this Agreement.
- 21.02 The Union recognizes that for practical and efficient operation of the casino, there are occasions when a management employee must help. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of employees covered by this Agreement.
- 21.03 The Union further recognizes that management coverage for the purpose of providing a rest period for an employee covered by this Agreement is acceptable and is not in conflict with the intent of 21.01 above.
- 21.04 The Union agrees to recognize the following exceptions to 21.01 above:
- (a) Security Manager
 - (b) Surveillance Manager
 - (c) Assistant Food and Beverage Managers
 - (d) Assistant Kitchen Managers
 - (e) Kitchen Manager

ARTICLE 22 - TRANSPORTATION

- 22.01 No employee shall use his/her car on Employer business.

ARTICLE 23 - TRANSFERRED EMPLOYEES

- 23.01 Employees within the bargaining unit cannot and will not be transferred by the Employer to another site of the Employer unless requested by the employee.

ARTICLE 24 - EMPLOYEE APPRAISALS

- 24.01 An appraisal is an assessment of an employee's work performance completed by a management representative of the Employer.
- 24.02 All formal appraisals shall be completed on a form prescribed by the Employer.
- 24.03 An employee shall receive a signed copy of each appraisal completed.
- 24.04 The employee is required to acknowledge receipt of the appraisal by signing and dating the original.
- 24.05 An employee who refuses to acknowledge receipt of the appraisal will be deemed to have received their copy on the date it was presented to them.
- 24.06 Appraisal interviews shall be conducted in private.

ARTICLE 25 - CONFLICTING AGREEMENT

- 25.01 The Employer shall not enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any statute of the Province of Alberta or Canada.

ARTICLE 26 - PAYMENT OF WAGES

- 26.01 Wages shall be paid by direct deposit not less frequently than every other Friday and shall be for time worked in the two (2) calendar weeks ending the Saturday prior to the Friday pay day. When a statutory holiday lands on a Friday pay day, the payment of wages shall be on the day before the statutory holiday.
- 26.02 It shall be the responsibility of all new employees to provide the Employer with all necessary banking information prior to the Saturday cut-off for the following pay day.
- 26.03 In the event **an** employee does not comply with 26.02 above, all time worked in the pay period shall be carried forward to the next pay period. Any such carried forward time shall not impact on the calculation of overtime in the next pay period.
- 26.04 A detailed statement of earnings shall normally be available for pick-up on the day before pay day. The statement shall show regular hours worked and rate of pay, overtime hours and overtime rate of pay, the date of the pay period and an itemized list of deductions. It is understood that statutory holiday pay shall be included in the period total regular and/or overtime hours where applicable.

ARTICLE 26 - PAYMENT OF WAGES - cont'd

- 26.05 Payment of wages upon termination of employment shall be in accordance with the Alberta Employment Standards Code.
- 26.06 The Employer shall record on each employee's annual T-4 slip the total amount of Union dues deducted and submitted to the Union on the employee's behalf.
- 26.07 If an employee is underpaid due to an Employer error and the amount of the error is equal to or greater than an average day's earnings, the Employer shall be sensitive to claims of hardship and shall endeavor to correct the error as soon as possible, but not later than seventy-two (72) hours, exclusive of Saturdays, Sundays or statutory holidays, of the employee's claim.

ARTICLE 27 - OVERTIME PAY

- 27.01 Consistent with Article 13.11 the Employer may require employees to work overtime.
- 27.02 Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's straight time pay rate and shall conform to the following:
- (a) Regular shifts
 - i) Employees shall be paid at overtime rates after eight (8) hours of work, exclusive of any unpaid meal breaks, in a single shift.
 - ii) Employees shall be paid at overtime rates after forty-four (44) hours in six (6) days of work, exclusive of any unpaid meal breaks, in a seven (7) day period commencing on Sunday.
 - (b) Compressed shifts
 - i) Employees shall be paid at overtime rates for time worked, exclusive of any unpaid meal breaks, beyond their scheduled shift length.
 - ii) Employees shall be paid at overtime rates after eighty-eight (88) hours of work, exclusive of any unpaid meal breaks, in a fourteen (14) day period commencing on Sunday.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 The following days shall be recognized as statutory holidays:

New Year's Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
any other additional day which may be proclaimed to be a statutory holiday by
the Lieutenant Governor.

28.02 Eligibility

- a) To be eligible for statutory holiday pay an employee must:
- i) have worked thirty (30) days in the twelve (12) months prior to the holiday; and
 - ii) have worked the same day of the week as the holiday on at least five (5) of the previous nine (9) weeks before the week of the statutory holiday.
- b) **An** employee is not eligible for statutory holiday pay when the employee:
- i) does not work on the statutory holiday when required or scheduled to do so; or
 - ii) does not work their scheduled shift immediately before or immediately after the statutory holiday.

28.03 Holiday Pay

- (a) Eligible employees that do not work the statutory holiday shall receive holiday pay based on their average daily hours of work, exclusive of overtime, on the most recent five (5) days of work pursuant to 28.02 a) ii) above.
- (b) Eligible employees that work on the day of the statutory holiday shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked in addition to their entitlement for holiday pay.
- (c) Employees who have satisfied the requirement pursuant to 28.02 a) i) shall be paid at one and one-half (1 ½) times their regular rate for all hours worked.

ARTICLE 28 - STATUTORY HOLIDAYS - cont'd

- (d) Employees that are not eligible for holiday pay pursuant to 28.02 a) i) but work the day of the holiday shall be paid at their regular rate of pay.
- (e) Holiday pay, if applicable, shall be paid in the applicable pay period.
- (f) Employees on layoff or an approved leave of absence are not entitled to holiday pay.

28.04 **Statutory Holiday During Employee Vacation**

- (a) Should any statutory holiday occur during an employee's vacation, they shall be entitled to holiday pay only if they would have been eligible had the statutory holiday occurred in the week immediately prior to the commencement of their vacation.
- (b) An employee determined to be eligible for a statutory holiday while on vacation shall be required to take the holiday on what would have been their first day back at work following their vacation.

ARTICLE 29 - ANNUAL VACATION

29.01 An employee becomes entitled to an annual vacation of:

- (a) Ten (10) working days after each of the first four (4) years of continuous employment, calculated from their hire date.
- (b) Fifteen (15) working days after five (5) years of continuous employment and each year of employment after that, calculated *From* their hire date.

29.02 Vacation pay will be calculated as follows:

- (a) For an employee entitled to ten (10) working days or less, four percent (4%) of their *wages*.
- (b) For an employee who is entitled to fifteen (15) working days vacation, six percent (6%) of their wages.

ARTICLE 29 - ANNUAL VACATION - cont'd

- 29.03 An employee may request to be paid their accumulated vacation pay a maximum of twice per calendar year when such request is not in conjunction with a scheduled vacation. The Personnel Administrator of the Employer must receive all employee requests in writing, a minimum of two (2) weeks in advance of the cut-off date for the payroll period in which they wish to receive their vacation pay.
- 29.04 “Wages” for the purpose of this Article shall mean regular straight time earnings and regular time statutory holiday pay only and shall not include overtime pay, overtime statutory holiday pay, termination pay or gratuities.
- 29.05 Annual vacations shall be scheduled according to the following:
- (a) All employees, with the exception of dealers, must submit their requests for vacation leave, in writing, prior to February 1st of each year, for vacations to be taken during that year. Requests submitted after February 1st will be allocated on a first come, first served basis and shall be conditional on the operational requirements of the Employer.
 - (b) Dealers must submit their requests for vacation leave a minimum of twenty-eight (28) calendar days prior to the commencement of the schedule period in which they wish to take their vacation.
 - (c) The allocation and granting of vacation requests received prior to February 1st, will be based on classification seniority and shall be conditional on the operational requirements of the Employer.
 - (d) Vacation requests for December 26, December 31 and January 1 will only be allocated to an employee every other year and will be based on classification seniority and operational requirements.

ARTICLE 30 - LEAVES OF ABSENCE

30.01 Bereavement Leave

- (a) A regular full-time employee will be granted three (3) days off without pay in the event of the death of an immediate family member within two (2) weeks of the death occurring. These days shall not be considered cancellations for the purpose of attendance.

ARTICLE 30 - LEAVES OF ABSENCE - cont'd

- (b) An employee's immediate family shall be defined as an employee's spouse, mother, father, sons and daughters, siblings, stepchildren and grand parents.
- (c) An employee's common-law spouse shall be included in b) above provided they have cohabited at the same address for a minimum of one (1) year or have indicated their relationship on their most recent income tax return.
- (d) The Employer is entitled to require proof of death and/or relationship.

30.02 Funeral Leave

- (a) Upon giving the Employer forty-eight (48) hours notice, an employee may be granted one (1) day off without pay for the purpose of attending a funeral.
- (b) Provided the notice in a) above is received, that day shall not be considered a cancellation for the purpose of attendance.
- (c) The Employer is entitled to limit the number of requests that will be granted for any one (1) funeral.

30.03 Employer Or Crown Witness

- (a) An employee that is required to give evidence on behalf of the Employer at an Arbitration or civil litigation hearing shall be paid at their regular rate of pay for time spent at such proceedings.
- (b) An employee that is required to give evidence on behalf of the Crown in a case in which the Employer has an interest shall be paid at their regular rate of pay for time spent at such proceedings.
- (c) Employees with multiple rates of pay shall be paid at the straight time rate of pay which is applicable to the position from which their testimony is based or shall be paid at their current regular straight time rate when multiple rates do not apply.

30.04 Maternity And Parental Leave

- (a) Maternity and/or parental leave shall be granted in accordance with the Employment Standards Code of Alberta.

ARTICLE 30 - LEAVES OF ABSENCE - cont'd

30.05 Personal Leave

- (a) Leaves of absence other than those specifically provided for in this Agreement may be granted where it is deemed reasonable and appropriate to do so by the Employer.
- (b) Such unpaid leaves of absence will be considered only for those employees who completed a minimum of one (1) year of service with the Employer.
- (c) Approved leaves shall be limited to a cumulative maximum of thirty (30) calendar days during every two (2) years of employment.
- (d) The granting of such leaves shall be in writing and only written approval will be accepted as evidence that the leave was in fact granted.

30.06 General Criteria

- (a) All leaves of absence shall be without pay unless otherwise specifically provided for in this Agreement.
- (b) During all unpaid leaves of absence in excess of thirty (30) calendar days, the employee shall be responsible for one hundred percent (100%) of the premium, if permitted under the policy issued by the insurer, of any applicable benefit coverage.

ARTICLE 31 - SEVERANCE PAY

31.01 Severance pay shall be administered in accordance with the Alberta Employment Standards Code.

31.02 Severance pay will not be applicable in the event of layoff of an employee unless the employee's right of recall expires.

ARTICLE 32 - NEW CLASSIFICATIONS

- 32.01 In the event the Employer creates a new job classification within the scope of the Union's certification, the Employer shall notify the Union within thirty (30) calendar days of the date of implementation of the new classification and proposed pay rate.
- 32.02 The Employer and the Union agree to meet and discuss the proposed pay rate and if the Parties are unable to agree on a wage rate for the new classification, the Employer shall establish an interim wage rate for the classification.
- 32.03 The Union shall have the option to grieve the interim wage rate established by the Employer and have the matter determined by Arbitration.
- 32.04 Pending the decision of the Arbitrator, the interim wage rate established by the Employer shall apply. If the Arbitrator alters the interim wage rate established by the Employer, any increase shall be applied retroactively to the implementation of the new classification.

ARTICLE 33 - WORK IN OTHER CLASSIFICATION

- 33.01 When an employee from a higher rated classification is assigned to work temporarily at a lower rated classification, the employee shall be paid at the higher rated classification.
- 33.02 When an employee from a lower rated classification is assigned to work in a higher rated classification, the employee shall be paid for the period worked *at* the higher rate.
- 33.03 When an employee chooses to work in a lower rated classification, the employee shall be paid at the rate of the lower classification.

ARTICLE 34 - PAY FOR DAY OF INJURY

- 34.01 In the event that an employee suffers a **work** related injury after starting work which incapacitates the employee from carrying on his/her duties, the employee shall be paid their full day's wages for the day of the injury, provided the employee is not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 35 - REST PERIODS

35.01 Dealers

All Dealers shall be entitled to a fifteen (15) minute rest period during each sixty (60) minutes of work.

35.02 Floor Supervisors And Boxmen

Employees shall be entitled to the equivalent of fifteen (15) minutes of rest during each sixty (60) minutes of work which shall be scheduled to meet operational demands, at the discretion of the Employer.

35.03 All Other Employees

Rest periods of all employees with the exception of 35.01 and 35.02, shall be in accordance with the following:

- (a) for shifts of less than five (5) hours, one (1) fifteen (15) minute rest period;
- (b) for shifts of five (5) hours or more but less than eight (8) hours, two (2) fifteen (15) minute rest periods;
- (c) for shifts of eight (8) hours or longer, three (3) fifteen (15) minute rest periods.
- (d) All employees are required to report for work fifteen (15) minutes prior to the commencement of their shift for the purpose of preparation. This is not considered to be paid time.

ARTICLE 36 - TRAINING COURSES

36.01 General Employee Training

- (a) The Employer shall train employees as necessary under the direction of a qualified instructor to provide employees with the knowledge to perform their duties satisfactorily.
- (b) All training requirements shall be at the discretion of the Employer.

ARTICLE 36 - TRAINING COURSES - cont'd

36.02 Table Game Training Courses

- (a) The Employer shall train employees under the direction of a qualified instructor.
- (b) The Employer shall post notices for table game training courses for a minimum of seven (7) calendar days.
- (c) All applicants for posted courses shall be required to sign up on a form provided by the Employer.
- (d) The Employer reserves the right to screen applicants by establishing entrance exams and/or pre-requisite requirements and also to establish minimum passing criteria.
- (e) Provided that training course applicants meet the entrance criteria and are qualitatively equal with respect to skill, ability and experience, the final selection by the Employer will recognize seniority pursuant to 11.05, 11.06, 11.07, 11.08 of this Agreement as the final determining factor.
- (f) The Employer shall pay the cost of a qualified instructor for course offerings to existing employees.
- (g) Courses for table games shall be voluntary and unpaid.
- (h) The Employer shall retain the right to dismiss an employee from a training course.

ARTICLE 37 - UNIFORMS

37.01 General

- (a) Employees are required to report for work properly attired in their respective uniforms.
- (b) Employees are responsible for the maintenance and cleaning of their uniform.
- (c) Except where specifically provided for in the Employer's policies, employees are required to purchase any uniform item that is required by the Employer.
- (d) The cost to the employee, of any required uniform item, shall not be higher than the cost incurred by the Employer.

ARTICLE 37 - UNIFORMS - cont'd

- (e) Employee uniform purchases shall be processed via payroll deduction.
- (f) The Employer retains the right to determine when the condition of any uniform item has fallen below company standards.
- (g) The Employer shall offer regular full-time dealers, regular full-time slot attendants and regular full-time slot cashiers the opportunity to purchase one (1) uniform shirt at fifty percent (50%) off the Employer's cost after each year of continuous employment.

ARTICLE 38 - PARKING

- 38.01 The Employer shall establish designated parking areas on site to be utilized by employees on a first come, first served basis.
- 38.02 The Employer shall designate a minimum of **fifty** (50) stalls which may be used by employees.
- 38.03 Between the hours of 12:00 A.M. (midnight) and 9:00 A.M. employees may park their vehicles in any non-handicapped stall that is available.
- 38.04 After 12:00 A.M. (midnight) employees may move their vehicles to closer proximity to the casino,
- 38.05 Any employee reporting for work prior to 9:00 A.M. and whose shift ends after 10:00 A.M. shall be required to relocate their vehicle to a designated staff area prior to 10:00 A.M. if they are not parked in the designated staff area.
- 38.06 In the event that there are no stalls available in the designated staff areas, employees shall be required to park off site.
- 38.07 The Employer shall take reasonable measures, including periodic video taped surveillance, to protect staff vehicles parked in designated areas but shall not be held liable in any way, for loss or damage to employee vehicles.
- 38.08 Employees that park their vehicles in contravention to this Agreement shall be subject to disciplinary action including, but not limited to, the revocation of on site parking privileges.

ARTICLE 39 - MEALS AND DISCOUNTS

- 39.01 All employees shall receive a twenty percent (20%) discount on food orders for their personal consumption, in the Casino restaurant. This discount shall not apply to any item, which is offered to staff at a set staff price, which has already been discounted twenty percent (20%) or more from the retail price.
- 39.02 Any other discount, on any item, shall be at the sole discretion of the Employer
- 39.03 Any restaurant item that may be provided to any employee, at minimal or no cost. shall be exempt from this Article.
- 39.04 The Employer shall offer employees three (3) restaurant items per day at a set staff price that reflects a discount of thirty to thirty-five percent (30%-35%) off the retail price.

ARTICLE 40 - CASH SHORTAGES

- 40.01 The Employer shall ensure that all employees who are issued a cash float, for which they are responsible, have sole and exclusive access to said float.
- 40.02 Provided that the employee adheres to the procedures established by the Employer, the employee will not be required to make up cash shortages arising from machine error, counterfeit currency, forged cheques or bank drafts.
- 40.03 Employees whose cash floats are consistently out of balance shall be subject to disciplinary action pursuant to Article 6.

ARTICLE 41 - PRINTING OF AGREEMENT

- 41.01 The cost of printing this Agreement with sufficient copies in booklet form for distribution to the Union and its members and to all management personnel shall be shared equally by the Employer and the Union.
- 41.02 The contract to print this Agreement shall be awarded to the lowest bidder. However, should the Union agree to pay the difference between the lowest bidder and any Union shop that the Union may prefer, the Employer shall agree to the Union's choice for the printing of this Agreement.

ARTICLE 42 - WORKING CONDITIONS

- 42.01 The Employer agrees that the provisions of this Agreement shall, to the extent and in the manner specifically provided for herein, establish wages, benefits and/or working conditions of employees.
- 42.02 Notwithstanding Article 42.01 above, the Employer agrees that no employee shall suffer a wage reduction as a result of the ratification of this Agreement.
- 42.03 The Union agrees that any benefit or working condition that is not specifically provided for in this Agreement shall be null and void and of no effect upon the date of signing of this Agreement.

ARTICLE 43 - HEALTH BENEFITS

43.01 Alberta Health Care Group Policy

- (a) The Employer shall pay fifty percent (50%) of the premium in effect on the date this Agreement is signed, for Alberta Health Care coverage.
- (b) An employee must have been employed for three (3) months.
- (c) An employee must work a minimum of twenty-five (25) hours per week on average, excluding vacations and leaves of absence.
- (d) An employee shall have a three (3) month qualifying period after any break in employment.
- (e) An employee shall be required to prove alternative Alberta Health Care coverage to opt out of coverage.

43.02 Group Insurance Plan

- (a) To be eligible, the employee must be employed with the Employer for a minimum of six (6) months and worked a minimum of twenty (20) hours per week.
- (b) The Employer shall pay fifty percent (50%) of the premium in effect on the date this Agreement is signed, for dental and extended health care benefits. This shall apply for single or family coverage.
- (c) The employee is responsible to pay any applicable deductibles of any coverage.

ARTICLE 43 - HEALTH BENEFITS - cont'd

- (d) The employee is responsible for one hundred percent (100%) of the premium for Group Life Insurance and Long Term Disability.

ARTICLE 44 - WAGE RATES

44.01 Table Games Wage Rates

- (a) As per the attached grid.

44.02 Dealer Game Increments

- (a) Employees will be eligible to receive the applicable game rate increase upon the successful completion of the following probationary periods:
 - i) BACCARAT - one hundred (100) hours of practical live game experience.
 - ii) ROULETTE - one hundred (100) hours of practical live game experience.
 - iii) PAI GOW TILES - one hundred (100) hours of practical live game experience.
 - iv) POKER - one hundred (100) hours of practical live game experience.
 - v) CRAPS - two hundred (200) hours of practical live game experience.
- (b) During the game probationary period, the employee may elect to return, or the Employer may require the employee to return to their former position.
- (c) Dealers of new games must receive a favorable written appraisal of their competence to deal the new game at the conclusion of the applicable probationary period to receive the pay rate, if applicable, for that game.
- (d) The written appraisal referred to in 44.02 (c) above shall be completed by a management representative of the Employer.
- (e) The Employer may require that the written appraisal be supported by a taped video review of the employee on a live game.
- (f) In the case of craps dealers, the employee shall receive their craps pay rate only when they are actually dealing craps.
- (g) In the event that an employee requests to not deal a game for which they have received the applicable game increment, the employee's wage shall be reduced by said increment.

ARTICLE 44 - WAGES RATES - cont'd

44.03 Slots Wage Rates

- (a) As per the attached grid.

44.04 Food & Beverage Wage Rates

- (a) As per the attached grid.

44.05 Security Wage Rates

- (a) As per the attached **grid.**

44.06 Maintenance and Custodial Wage Rates

- (a) As per the attached grid.

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

RECOGNITION OF ADDITIONAL MANAGEMENT POSITIONS

The Employer and the Union recognize the advancement opportunities available for employees through promotion to part-time positions. In the event that the part-time promotion is into a management position, the Employer and the Union agree that the employees will be considered to be in management and will not be included in the bargaining unit.

The promoted positions affected by this recognition are:

1. Floor Supervisor to part-time Pit Manager (maximum of six (6) positions);
2. Slot Supervisor to part-time Shift Manager (maximum of three (3) positions); and
3. Part-time Assistant Food & Beverage Manager (maximum of three (3) positions)

It is agreed that these positions shall be of an ongoing nature and the Employer is not required to reduce the number of positions through attrition.

It is further agreed that the Employer shall not increase the number of positions beyond the maximums above.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Linda A. Wheeler

Roy Bricker

Employee

Tom O'Leary

DATE:

July 8 2003

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

SCHEDULING FOR DEALERS, FLOOR SUPERVISORS AND BOXMEN

The Employer and the Union recognize the scheduling system **for** Dealers, Floor Supervisors and Boxmen is new and may require adjustment.

Twenty-four (24) weeks after implementation of the first schedule under the new system and only with the agreement **of** both Parties, the new system may be reviewed and modified, including any applicable amendments to Article 13.02.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Sid A. Wheeler
Amjaya
Tom O'Leary
DATE: July 8, 03

Ray Brier
P. Burt

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

DETERMINATION OF EMPLOYEE STATUS AND SENIORITY

A. Employee Status

On signing of this Agreement, an employee's status as a regular full-time, regular part-time or casual employee within a classification and sub-classification (for dealers) will be determined. The method to be used will be as follows:

1. The previous twenty-six (26) consecutive pay periods immediately preceding the signing of the Agreement will be utilized (a pay period is the fourteen (14) day cycle used by the Employer that commences on a Sunday and ends on a Saturday).
2. Each employee will have their status determined in the same manner.
3. The Employer will determine the actual number of hours worked by each employee in the preceding twenty-six (26) pay periods within their current classification and sub-classification (for dealers).
4. if the number of hours worked exceeds one thousand four hundred and fifty-six (1456), the employee will be considered regular full-time.
5. If the number of hours worked exceeds seven hundred and twenty-eight (728) but is less than one thousand four hundred and fifty-six (1456), the employee will be considered regular part-time.
6. If the number of hours worked is less than seven hundred and twenty-eight (728) the employee will be considered casual.
7. If the employee has worked less than twenty-six (26) pay periods, their status within the classification and sub-classification (for dealers) will be determined by dividing the total number of hours worked by the number of weeks worked. This figure will provide an average number of hours worked per week. If the average is:
 - (a) twenty-eight (28) hours or greater, the employee will be considered regular full-time;

- (b) fourteen (14) hours or greater but less than twenty-eight (28) hours, the employee will be considered regular part-time;
 - (c) less than fourteen (14) hours, the employee will be considered casual.
8. In determining an employee's status, approved leaves of absence and vacations will be excluded when completing the calculation.

B. Seniority

1. An employee who is determined to be regular full-time pursuant to the procedures in **A.** above will have a seniority date that coincides with their start date in the classification and sub-classification (for dealers). This will be referred to as the "regular full-time seniority date".
2. An employee who is determined to be regular part-time pursuant to the procedures in **A.** above will have a seniority date that coincides with their start date in the classification and sub-classification (for dealers). This will be referred to as the "regular part-time seniority date."
3. Seniority will not be determined for probationary employees. Once the probationary period has been completed, the employee's seniority will be determined for the classification and sub-classification (for dealers) they are in. The seniority will be backdated to the date the probationary period commenced.
4. Seniority will only be determined for the most current classification and sub-classification (for dealers) the employee is in.
5. A casual employee will not accrue seniority.
6. A regular part-time employee who has completed the probationary period may become a regular full-time employee provided there are positions available in their classification (sub-classification is not impacted). Their seniority for a regular full-time position will be determined as follows:
 - (a) if the employee has worked for the previous twenty-six (26) pay periods in the classification, then the number of hours worked (see A.3) will be divided by fifty-two (52) to determine the average number of hours worked per week. The average hours worked will then be divided by twenty-eight (28) to determine a percentage of full-time hours worked. This percentage will be multiplied by the total number of weeks worked in the classification and sub-classification (for dealers) to provide the number of weeks of seniority as a regular full-time employee. The employee's regular full-time seniority date will then be backdated from the current date by the number of weeks determined in the calculation.

(b) if the employee has worked for less than twenty-six (26) pay periods in the classification, then the average number of hours worked per week as determined in A 7 will be divided by twenty-eight (28) to determine a percentage of full-time hours worked. This percentage will be multiplied by the total number of weeks worked in the classification and sub-classification (for dealers) to provide the number of weeks of seniority as a regular full-time employee. The employee's regular full-time seniority date will then be backdated from the current date by the number of weeks determined in the calculation.

7. A regular full-time employee who occupies two or more bargaining unit positions at the same time accrues full-time seniority in the lowest level position. Seniority will also accrue in the one or more higher level positions based on the actual number of hours worked in the other position(s) in accordance with the formula in B.6 above.
8. A regular full-time employee who chooses to become a regular part-time employee will have a seniority date that coincides with their start date in the classification and sub-classification (for dealers).
9. A regular full-time employee who has become a regular part-time employee and wants to return as a regular full-time employee may do so. Their seniority date in the classification and sub-classification (for dealers) will be re-calculated taking into account the period of time that the employee worked part-time in accordance with the formula in B.6 above.

NOTE: The result of a decision by a regular full-time employee to become a regular part-time employee will be the loss of a portion of their seniority only for the period of time they work part-time.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Sid A. Wheeler

Roy Bricker

M Joyce

P. A. Sato

Tom O'Leary

DATE:

July 8, 03

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

SUBCONTRACTING WORK

The Union agrees that, pursuant to Article 5, the Employer has the **right** to subcontract work or contract out **work** that is currently performed by employees in the bargaining unit covered by this Agreement.

Notwithstanding the provisions of Article 5, the Employer agrees to not contract out nor to subcontract **work** that is currently performed by employees in the bargaining unit covered by this Agreement for a period of one hundred-eighty (**180**) calendar days, commencing on the date this Agreement is signed by the Parties.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Sub A. Wheeler

Roy Brien

K. Joyce

A. Bate

Tom O'Leary

DATE: July 8/03

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

GRIEVANCE PROCEDURE - (INFORMAL) STEP 1

During the **first** (1st) year of the term of this Collective Agreement, the Employer agrees that a CUPE Representative may be present at (the informal) Step 1 of the Grievance Procedure.

The Union agrees that the sole intention of the CUPE Representative's participation at this step of the Grievance Procedure is to educate Union Stewards with regards to facilitating practical and reasonable resolutions to differences.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Sub A. Wheeler

Roy Bricker

R. Moyce

P. Bato

Tom O'Leary

DATE:

July 8/03

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, SUB-LOCAL 40

And

CASINO CALGARY

REDUCTION IN WORK HOURS

In the event the Employer has to reduce the total number of work hours available within a classification, an agreed to set of procedures will be followed prior to any layoffs occurring.

The Employer and the Union agree to the following set of procedures:

1. Dealers
 - a) Shifts allocated to casual dealers will be eliminated first.
 - b) Shifts allocated to part-time dealers will be reduced from schedules that have more than eight (8) shifts in a twenty-eight (28) day period.
 - c) Schedules with nine (9) shifts in a twenty-eight (28) day period will first have one (1) shift eliminated. If more shifts need to be eliminated after nine (9) shift schedules have been reduced to eight (8) then schedules with ten (10) shifts in a twenty-eight (28) day period will have one (1) shift eliminated. This process will continue, as necessary, until each of the part-time schedules with ten (10) shifts have been reduced to eight (8) shifts. If more shifts need to be eliminated this process will continue in order up to and including the shift schedules with fifteen (15) shifts in a twenty-eight (28) day period,

NOTE: The next highest set of shift schedules does not have any reduction in shifts until all the lower sets of shifts schedules have been reduced in order to eight (8) shifts.

- d) Any further reduction in dealer hours shall be achieved through the application of Article 20, Layoff and Recall.
2. Floor Supervisors
 - a) Shifts allocated to part-time Floor Supervisors will be eliminated first.

- b) Schedules for part-time Floor Supervisors will have (1) one shift eliminated starting with the schedule or schedules that have the least number of shifts in a twenty-eight (28) day period. If more Floor Supervisors shifts need to be eliminated, then they will continue to be reduced from the part-time Floor Supervisor schedule or schedules that have the least number of shifts in a twenty-eight (28) day period. This process will continue, as necessary, until all the part-time Floor Supervisor shifts have been eliminated from the schedule or schedules.
- c) The same process as outlined in 2. b) will continue, as necessary, with part-time Floor Supervisor schedules by eliminating Floor Supervisors shifts from the next schedule or schedules that have the least number of shifts in a twenty-eight (28) day period.

NOTE: The next highest set of shift schedules for part-time Floor Supervisors does not have any reduction in shifts until all the lower set or sets of shift schedules have had **all** the part-time Floor Supervisor shifts eliminated.

- d) **Any** further reduction in Floor Supervisor hours shall be achieved through the application of Article 20, Layoff and Recall.

3. All Other Bargaining Unit Employees

- a) Shifts allocated to casual employees will be eliminated first according to the affected classification
- bj) Part-time employees in an affected classification will have their shifts reduced in reverse order of classification seniority. This will continue until the necessary reduction has been achieved or all part-time shifts remaining are at eight (8) in a twenty-eight (28) day period.
- c) Any further reduction in hours shall be achieved through the application of Article 20, Layoff and Recall.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

David A. Wheeler

Ray Bricker

Amoyce

P. Bato

Tom O'Leary

DATE: *July 8/03*

WAGE GRID - TABLE GAMES

NEW DEALER	START	AFTER 600 HRS.	AFTER 1600 HRS.	AFTER 3000 HRS. OR 3 YEARS WHICHEVER IS GREATER
BJ ONLY	\$ 6.50/HR.	\$ 6.80/HR.	\$ 7.20/HR.	\$ 7.40/HR.
WITH 1 ADDITIONAL GAME		\$ 7.00/HR.	\$ 7.40/HR.	\$ 7.60/HR.
WITH 2 ADDITIONAL GAMES		\$ 7.20/HR.	\$ 7.60/HR.	\$ 7.80/HR.
WITH 3 ADDITIONAL GAMES		\$ 7.40/HR.	\$ 7.80/HR.	\$ 8.00/HR.
WITH 4 ADDITIONAL GAMES		\$ 7.60/HR.	\$ 8.00/HR.	\$ 8.20/HR.
EXPERIENCED DEALER	START	WITH 600 HRS.	WITH 1600 HRS.	AFTER 3000 HRS. OR 3 YEARS WHICHEVER IS GREATER
BJ ONLY		\$ 6.80/HR.	\$ 7.20/HR.	\$ 7.40/HR.
WITH 1 ADDITIONAL GAME			\$ 7.40/HR.	\$ 7.60/HR.
WITH 2 ADDITIONAL GAMES			\$ 7.60/HR.	\$ 7.80/HR.
WITH 3 ADDITIONAL GAMES			\$ 7.80/HR.	\$ 8.00/HR.
WITH 4 ADDITIONAL GAMES			\$ 8.00/HR.	\$ 8.20/HR.

	START	AFTER 200 HRS.	AFTER 3 MOS. OR 350 HRS.	AFTER 600 HRS.	AFTER 1 YEAR
DEALER - NEW CRAPS	\$ 8.50/HR.	\$ 9.00/HR.		\$ 9.50/HR.	
DEALER - EXPERIENCED CRAPS	-		\$ 9.00/HR. (A)	\$ 9.50/HR. (B)	
PART-TIME FLOOR SUPERVISOR	\$ 14.10/HR.	\$ 14.70/HR.		-	
PART-TIME HOUSEMAN	\$ 14.60/HR.	\$ 15.20/HR.			
FULL-TIME FLOOR SUPERVISOR	\$ 15.20/HR.				\$ 15.50/HR.
FULL-TIME HOUSEMAN	\$ 15.70/HR.				\$ 16.00/HR.
PART-TIME BOXMAN	\$ 16.00/HR.				-
FULL-TIME BOXMAN	\$ 16.50/HR.				\$ 17.00/HR.

- (A) Requires 200 hours of previous experience.
- (B) Requires 400 hours of additional practical live game experience at Casino Calgary
 1. For dealers, the 100 hour game increment increase of \$0.20 per hour is after the applicable practical live game experience.
 2. The 200 hour game increment increase of \$0.50 per hour for craps is after the applicable practical live game experience..
 3. Experienced craps dealers must have 350 hours or 3 months employment with the Employer before dealing craps.
 4. Experienced craps dealers shall receive the craps increment immediately upon proof of 200 hours experience.
 5. Craps dealers receive the craps rate only when dealing craps,
 6. All increments require a positive evaluation.
 7. Experienced dealers are eligible for game increments after the greater of 3 months or 350 hrs.

WAGE GRID - SLOTS

POSITION	STARTING RATE	3 MONTHS (350 HRS.)	6 MONTHS (600 HRS.)	12 MONTHS (1000 HRS.)	18 MONTHS (1600 HRS.)	24 MONTHS (2000 HRS.)	30 MONTHS (2600 HRS.)
SLOT ATTENDANT	\$ 7.00/HR.		\$ 7.50/HR.				
COUNT ROOM ATTENDANT	\$ 9.00/HR.	\$ 9.50/HR.	\$ 10.00/HR.	\$ 10.50/HR.		\$ 11.00/HR.	
CASHIER	\$ 8.50/HR.		\$ 9.00/HR.	\$ 9.50/HR.			
HEAD CASHIER	\$ 11.00/HR.	\$ 11.50/HR.	\$ 12.00/HR.	\$ 12.50/HR.			
SLOT SUPERVISOR	\$ 11.00/HR.	\$ 11.50/HR.	\$ 12.00/HR.	\$ 12.50/HR.			
BANKER	\$ 14.00/HR.		\$ 14.50/HR.	\$ 15.00/HR.		\$ 15.50/HR.	

1. Employees must have worked the minimum number of hours shown, or the time period, whichever is greater.
2. Employees must receive a positive evaluation for any increase.

WAGE GRID - FOOD AND BEVERAGE

POSITION	STARTING RATE	3 MONTHS (350 HRS.)	6 MONTHS (600 HRS.)	12 MONTHS (1000 HRS.)	18 MONTHS (1600 HRS.)	24 MONTHS (2000 HRS.)	36 MONTHS (3000 HRS.)
COFFEE CART	\$ 6.00/HR.			\$ 6.50/HR.		\$ 7.00/HR.	
COCKTAIL SERVER	\$ 6.00/HR.			\$ 6.50/HR.			\$ 7.00/HR.
SERVER	\$ 6.50/HR.			\$ 7.00/HR.		\$ 7.50/HR.	
PORTER	\$ 6.50/HR.		\$ 7.00/HR.		\$ 7.50/HR.		
CUSTOMER SERVICE	\$ 6.50/HR.	\$ 7.00/HR.	\$ 7.50/HR.	\$ 8.00/HR.			
HOSTESS	\$ 7.50/HR.		\$ 8.00/HR.				
DISHWASHER	\$ 7.00/HR.	\$ 7.50/HR.	\$ 8.00/HR.	\$ 8.50/HR.			
BARTENDER	\$ 7.00/HR.			\$ 7.50/HR.		\$ 8.00/HR.	
PREP COOK	\$ 8.00/HR.	\$ 8.50/HR.	\$ 9.00/HR.	\$ 9.50/HR.	\$ 10.00/HR.		
LINE COOK	\$ 9.00/HR.	\$ 9.50/HR.	\$ 10.00/HR.	\$ 10.50/HR.	\$ 11.00/HR.	\$ 11.50/HR.	\$ 12.00/HR.

1. Employees must have worked the minimum number of hours shown, or the time period, whichever is greater.
2. Employees must receive a positive evaluation for any increase.

WAGE GRID - MAINTENANCE AND CUSTODIAL

POSITION	STARTING RATE	6 MONTHS (600 HRS.)	12 MONTHS (1000 HRS.)	18 MONTHS (1600 HRS.)	24 MONTHS (2000 HRS.)	36 MONTHS (3000 HRS.)
DRIVER	\$ 8.50/HR.	\$ 9.00/HR.	\$ 9.50/HR.		\$ 10.00/HR.	\$ 11.00/HR.
MAINTENANCE WORKER	\$ 9.00/HR.	\$ 9.50/HR.	\$ 10.00/HR.		\$ 10.50/HR.	\$11.00/HR.
SUMMER RELIEF	\$ 8.50/HR.					

1. Employees must have worked the minimum number of hours shown, or the time period, whichever is greater.
2. Employees must receive a positive evaluation for any increase.

WAGE GRID - SECURITY

POSITION	STARTING RATE	6 MONTHS (600 HRS.)	12 MONTHS (1000 HRS.)	24 MONTHS (2000 HRS.)
SECURITY GUARD	\$ 9.00/HR.	\$ 9.50/HR.	\$ 10.00/HR.	\$ 10.50/HR.
SECURITY SUPERVISOR	\$ 11.00/HR.	\$ 11.50/HR.	\$ 12.00/HR.	\$ 12.50/HR.
MONITOR ROOM OPERATOR	\$ 10.00/HR.	\$ 11.00/HR.	\$12.00/HR.	\$ 12.50/HR.

1. Employees must have worked the minimum number of hours shown, or the time period, whichever is greater
2. Employees must receive a positive evaluation for any increase.

Signed this 8th of July

03 at Calgary _____ erta.

ON BEHALF OF CUPE SUB-LOCAL 40

ON BEHALF OF CASINO CALGARY

Louis A. Wheeler

Ray Bricker

R. M. Joyce

J. A. Burt

Tom O'Leary