

COLLECTIVE AGREEMENT

BETWEEN

**SASKATCHEWAN GAMING CORPORATION
(CASINO REGINA)**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA
(UNION OF SASKATCHEWAN GAMING EMPLOYEES LOCAL 40005)**

Expiry Date – December 31, 2005

13396 (01)¹

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The parties to this Agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this Agreement are to:
- 1) settle the conditions of employment between the parties;
 - 2) recognize the value of joint discussion relating to service delivery to clients and terms and conditions of employment not covered by this Agreement.
 - 3) promote job satisfaction and security of employees in the bargaining unit.
- 1.03 The provisions of this Agreement apply to the Union and the Employer.

ARTICLE 2 – DEFINITIONS

- (a) Bargaining Unit – all employees employed by the Saskatchewan Gaming Corporation in or in connection with the operation of Casino Regina except Corporate Head Office Staff, Guest Services Coordinator, Gift Shop Manager, Manager Gaming Security, Parking Services Coordinator, Manager of Central Stores, Central Stores Coordinator, Security Co-ordinator, Assistant Building Manager, Technical Manager, General Manager of Casino Services, General Manager of Entertainment Services, Entertainment Coordinator, Tournament Coordinator, Events Coordinator, Box Office Manager, Light and Sound Technical Coordinator, Schedule Coordinator, Assistant Schedulers, Table Games Trainer/Auditor, Slots Trainer/Auditor, Slot Shift Managers, Bank Shift Managers, Gaming Control Officers, Director of Slots, Director of Table Games, Manager of Slot Development, Casino Managers, Manager of Access and Control, Access and Control Assistant, Gaming Monitors, Security/Surveillance Technical Manager, Pit Managers, Bank Manager, Assistant Bank Manager, and any employees employed in Food and/or Beverage Services.

- (b) Bargaining unit work – **work** done by a member of the bargaining unit on a regular basis.
- (c) Casual – an employee who is called to work as needed,
- (d) Classification – the level assigned to a position or job as a result of the application of the job evaluation plan, carrying with it a specified rate of pay.
- (e) Date of signing – January 3, 2005
- (f) Day – a calendar day, 00:00 – 24:00, unless otherwise specified.
- (g) Employee – a member of the bargaining unit.
- (h) Employer – Saskatchewan Gaming Corporation.
- (i) Fiscal Year – the period from April 1 to March 31, inclusive, of any given year.
- (j) Full-time employee – an employee who works a regularly scheduled, 152 hour, four (4) week shift, year round.
- (k) Full-time Equivalent (FTE) – a budgetary term referring to the dollar amount needed to employ the equivalent of one (1) employee for one (1) year at 152 hours every twenty-eight (28) day period.
- (l) Gender – where the feminine gender is used it shall be considered to include the masculine gender unless any provision of the Agreement states otherwise.
- (m) Hours worked – hours during which the employee is paid.
- (n) Job – a group of positions sufficiently similar in respect to their duties and responsibilities that they share the same descriptive title, the same staffing requirements, the same classification and the same rate of pay.
- (o) Partner – the person with whom the employee lives in a conjugal relationship regardless of whether the person is of the same or opposite sex.
- (p) Part-time – an employee who works a regularly scheduled four week shift – less than 152 hours, year round.

- (q) Position – a group of duties and responsibilities assigned or delegated and identifiable by title which may be occupied on a full-time equivalent basis by one full-time or several part-time employees.
- (r) Rating – the sum of the values assigned to the appropriate degree levels of the job evaluation plan factors for a particular job.
- (s) Schedule – is the number of individual sets of shifts, posted by the employer, normally required to operate the Casino Regina for a twenty-eight (28) day period.
- (t) Seasonal – an employee who works a regularly scheduled full-time or part-time shift for a defined period of time.
- (u) Shift – means the scheduled hours of work performed by a full-time, part-time or seasonal employee on any one day.
- (v) Union – The Public Service Alliance of Canada/Union of Saskatchewan Gaming Employees Local 40005.
- (w) Union Representative – an employee appointed by the union pursuant to Article 5.
- (x) JUMRWC – Joint Union Management Representative Workforce Committee.

ARTICLE 3 – RECOGNITION

- 3.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02 All work within the bargaining unit shall be performed only by bargaining unit employees and no one from outside the scope of the union shall perform any bargaining work except in case of an emergency or unforeseen circumstances.
- 3.03 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee or the employer.
- 3.04 The employer agrees that, given reasonable notice by the union, an authorized representative or executive officer of the union shall be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union

- 3.05 Where the authorized representative or executive officer enters the workplace and wishes to meet with an employee she shall first obtain the express permission of the supervisor of the employee, which permission shall not be unreasonably withheld.
- 3.06 The employer shall not enter into any written or verbal agreement' with any employee, which may conflict with the terms of this agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 All new employees, upon the completion of their probationary period, shall become and remain a member in good standing of the Union.
- 4.02 The employer shall deduct from the wages of each employee in the bargaining unit covered by the Collective Agreement, the amount of union dues, and remit to the union in accordance with article 4.07.
- 4.03 Membership in the union shall be a condition of employment for all employees who are hired by the employer.
- 4.04 The union shall inform the employer in writing of the authorized deduction to be checked off for each employee defined in article 4.02.
- 4.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the employer shall not make such deductions from subsequent salary.
- 4.06 No trade union, other than the union, shall be permitted to have membership dues and/or other amounts deducted by the employer from the pay of employees in the bargaining unit while the union remains the certified bargaining agent for the employees in the bargaining unit.
- 4.07 The amounts deducted in accordance with article 4.02 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by a written list providing:
- (a) names of all employees from whom deductions have been made;
 - (b) the deductions made on his/her behalf.
- 4.08 The employer agrees to set out the amount of union dues paid by each union member on her/his T-4 slip.

ARTICLE 5 – APPOINTMENT OF UNION REPRESENTATIVES

- 5.01 The employer acknowledges the right of the union to appoint employees as union representatives.
- 5.02 The union shall determine the jurisdiction of each union representative having regard to the organization plan of the employer, the distribution of employees at the workplace and the employer's administrative structure.
- 5.03 The union shall provide the employer with a list of names of union representatives and will inform the employer of any revision to the list that may be made from time to time. The employer shall provide the union, upon request, with a list of employer designates for the various levels of the grievance process, as outline in article 24.

ARTICLE 6 – TIME OFF FOR UNION BUSINESS

- 6.01 A union representative appointed under article 5 and whose name has previously been remitted to the employer shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during his/her regularly scheduled work hours:
- (a) investigating a grievance or complaint of an urgent nature;
 - (b) meeting with management to deal with a grievance;
 - (c) attending a meeting of the Labour Management Relations Committee under article 38, or any other meeting called by Management.
- 6.02 A union representative shall obtain permission of her/his immediate supervisor before leaving his/her work area to carry out any of the responsibilities listed in article 6.01, which permission shall not be unreasonably withheld.
- 6.03 An employee shall not suffer any loss of pay as a result of a meeting with management to deal with a grievance during her/his regularly scheduled hours.
- 6.04 With three (3) days notice, in writing, the employer will grant leave without pay for union business providing the leave does not unreasonably interfere with the operation of the employer. It shall not be unreasonably

- withheld. The three (3) day requirement may be waived, by the employer, in emergent circumstances.
- 6.05 The employer will grant leave without pay to a maximum of five (5) employees for the purpose of attending contract negotiation meetings on behalf of the union. The times and dates of these meetings will be mutually agreed upon and article 6.04 will not apply in those instances where the parties agree to waive it.
- 6.06 For leaves of thirty (30) consecutive calendar days or less, employees will continue to earn all service credits.
- 6.07 The employer agrees to grant leave without pay to an employee who is elected or appointed to a full-time position in any of the bodies to which the union is affiliated or accepts a paid staff position with the union, for a period of up to three (3) years. The parties agree to negotiate a Letter of Understanding to cover each employee as the situation arises.
- 6.08 The following provisions shall apply to approved leave of absence with pay for union business:
- (a) Provided the employee was scheduled to work during the leave, the employer will provide the regular earnings and make all the normal deductions during such leave. Regular earnings include the employee portion of tips.
 - (b) For the purpose of determining overtime entitlement for employees working on an averaging period basis, approved leave of absence with pay for union business shall be credited as averaging period hours to the extent the employee was scheduled to work, had the leave not been taken.
 - (c) The union will reimburse the employer for the full cost of such earnings (less tips) as well as the employer cost of the following benefits: CPP, EI, Capital Pension Plan, Life Insurance and Long Term Disability.
 - (d) The total amount owing the Employer from (c) above will be invoiced on a quarterly basis to the union. The union agrees that the Corporation will be reimbursed within 60 days of invoicing.
- 6.09 With seven (7) days notice, in writing, the Employer may grant leave without pay, to a reasonable number of employees, not to exceed eight (8), to undertake Union training, to attend as delegates to the Prairie Region Council meetings, conventions of the Alliance and the Canadian Labour Congress and the Saskatchewan Federation of Labour.

ARTICLE 7 – INFORMATION

- 7.01 The employer shall provide the union with a quarterly report which sets out the following information:
- (a) the name, address and telephone number (unless unlisted) of each employee hired since the last report;
 - (b) the department and classification of each employee;
 - (c) the name and new classification or any employee who has changed classification since the last report;
 - (d) the employees terminated, resigned or laid-off.
- 7.02 The union will be provided copies of both the Employee's Initial Report of Injury and the Employer's Initial Report of Injury forms when a Workers Compensation claim is filed.
- 7.03 The employer will inform all new employees hired that joining the union is a condition of employment. The employer further agrees to provide all employees with a collective agreement, appropriate union information, and a union membership application at the time of hiring. Such forms and information shall be provided to the employer by the union. Completed membership applications shall be submitted by the employer with each remittance as per article 4.07.
- 7.04 The employer shall pay all costs associated with the printing of new collective agreements and agrees to supply each employee with a copy within one (1) month after receipt from the printer.
- 7.05 Letters of Understanding will be handled as per article 7.04 upon signing.

ARTICLE 8 – USE OF EMPLOYER FACILITIES

- 8.01 The employer shall provide bulletin boards in staff rooms and in both locker rooms, for the exclusive use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.
- 8.02 Any material posted on the union bulletin boards must be authorized by the union.

- 8.03 A duly accredited representative of the Alliance shall be permitted access to the employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Access to areas which are restricted to "employees only" will require an employee who has routine access to that area to accompany the individual(s). For access to high security areas which include the Bank, Surveillance Room, Slot Manager Office, Slot Technician Workshop, Computer Room, the Manager of that area must be present or have given consent. Such consent will not be unreasonably withheld.
- 8.04 The Alliance shall provide the employer a list of such representatives and shall advise promptly of any change made to the list.

ARTICLE 9 – KO DISCRIMINATION

- 9.01 All employees and the employer are entitled to work in an environment free from discrimination on the basis of their:
- (a) ancestry, including colour and race;
 - (b) national origin;
 - (c) ethnic or linguistic background or origin;
 - (d) religion or creed, or religious belief, religious association, or religious activity;
 - (e) age;
 - (f) gender;
 - (g) sexual orientation;
 - (h) physical or mental disability;
 - (i) criminal charges or criminal record;
 - (j) political belief, political association, or political activity;
 - (k) marital or family status;
 - (l) receipt of public assistance;

- (m) union activity or membership;
 - (n) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed above.
- 9.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above unless for a bonafide occupational requirement.
- 9.03 The employer accepts that it has a primary responsibility to prevent and to stop discrimination on the basis of the grounds set out in article 9.01 in the workplace. However, each of the union, the employer and the employees recognize that it is their responsibility not to behave in a discriminatory manner toward fellow employees, customers of the employer or the employer.
- 9.04 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and as confidentially as possible. Any level of the grievance procedure may be waived by the employee or the person hearing the grievance subject to the complaint.

ARTICLE 10 – WORKPLACE HARASSMENT

- 10.01 The union and the employer recognize the right of employees to work in an environment free from sexual, racial or personal harassment, and the employer undertakes to discipline any person employed by the employer engaging in the sexual, racial or personal harassment of another employee.
- 10.02
- (a) Sexual Harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, unsolicited or unwelcome. The incidents or series of incidents need not be deliberate.
 - (b) Racial Harassment shall be defined as, but not limited to, any incident or series of incidents related to race, that may be verbal, physical, unsolicited or unwelcome. The incidents or series of incidents need not be deliberate.
- 10.03
- (a) The parties agree that the Harassment Free Workplace Process attached as Appendix “B” to this agreement shall apply when a complaint is filed under this article.
 - (b) The parties further agree that either party, may request, a joint review(s) of the policy during the term of the collective agreement.

The parties must mutually agree to any changes or amendments deemed necessary.

ARTICLE 11 – CLASSIFICATION

- 11.01 The parties agree *not* to amend the classification plan without first consulting meaningfully on said changes at the joint classification committee.
- 11.02 The employer shall develop and maintain up to date and current written job descriptions for each job classification, and shall provide copies of those job descriptions to employees upon hiring, and after any significant change in the job duties. Where the employer changes the duties of a job it shall promptly notify the union of the change.
- 11.03 The parties agree to establish a joint classification committee. The role of the joint committee shall be to rate new jobs, and to review the rating of jobs where the duties of that job have substantially changed. The committee will also deal with appeals of job rating allocations arising from the initial job rating.
- 11.04 The committee will consist of up to four (4) representatives from each party (the committee will consist of equal numbers of union and employer representatives). The principles of job representation and gender balance will be foremost considerations of the parties in the selection of their representatives.
- 11.05 Time spent by an employee on the joint classification committee shall be considered time worked.
- 11.06 An employee whose job has been re-rated because job duties have been substantially changed, may appeal the allocation to the joint committee. The committee will review the appeal and make a decision within thirty (30) days from the date of the appeal. The committee will also deal with appeals of the allocation of a position to a job classification.
- 11.07 Where the joint committee's decision on an appeal is not unanimous the issue may be submitted, by the union, to a mutually agreed upon arbitrator. The arbitrator will hear evidence as soon as possible and render a written decision within thirty (30) days of the hearing. The arbitrator's jurisdiction will be limited to placing the employee within the existing plan.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 Full-time employees:
- (a) shall work 152 hours in a twenty-eight (28) day period (38 hour week on average).
 - (b) Shall receive a minimum of nine (9) days of rest in each twenty-eight (28) day period.
- 12.02 The employer will post the twenty eight (28) day schedule two (2) weeks in advance.
- 12.03 The employer shall discuss any changes to the schedule with the union prior to posting the schedule. Every effort will be made to post changes fourteen (13) days in advance of taking effect, but in any event posting will occur no less that seven (7) days prior to the schedule taking effect.
- 12.04 Overtime:
- (a) full-time employees shall receive pay at overtime for all authorized hours worked in excess of daily scheduled hours of work or hours worked in excess of 152 hours in the twenty eight (28) day schedule.
 - (b) Part-time employees will receive overtime for hours worked in excess of daily scheduled hours of work or after eight (8) hours, whichever is greater at the rate of time and one half (1 ½) of regular rates.
 - (c) Part-time employees will receive overtime for hours in excess of 152 hours in a twenty eight (28) day period at the rate of time and one half (1 ½) of regular rates.
 - (d) **All** full-time employees shall receive overtime for all hours worked on their days of rest, when directed to do so by the employer, at the rate of time and one half (1 ½) for the first day of rest and double time on all subsequent days of rest, if employee has worked on her first day of rest, otherwise overtime will be at the rate of time and one half (1 ½).

- (e) Overtime worked on a regular work day shall be compensated at a rate equal to one and one half (1 ½) times the employees hourly rate, for the first three (3) hours worked and at a rate equal to double times (2) the employees hourly rate for all hours worked beyond three (3) consecutive hours.
- (f) Employees working overtime on a designated holiday shall be paid at the rate equal to double (2X) the employee's hourly rate of pay for all overtime hours worked.
- (g) Full-time employees reporting for work on their days of rest will be guaranteed three (3) hours at the applicable overtime rate.
- (h) Emergent or unforeseen overtime requested during a scheduled shift shall be offered to employees, on duty, within the job title in order of seniority.
- (i) Overtime hours will be offered to employees on duty, in the job classification, by seniority. The Employer will offer the overtime to the most senior person and subsequently in order until someone accepts. Once an employee has accepted, declined or is unavailable, they will move to the bottom of the list. The next overtime opportunity will be offered to the next person on the list where the previous overtime opportunity ended.
- (ii) Time in Lieu:
 - (a) upon employee request, the employer will grant the accumulation of time in lieu of pay for overtime worked.
 - (b) The accumulation in (a) above shall not exceed seventy-six (76) hours. The accumulation will be carried over to the next fiscal year, unless the employee requests a payout.

12.05 The employer will provide part-time employees with, at least, three (3) hours notice when a scheduled shift is not needed.

12.06 There will be no split shifts unless mutually agreed upon by the manager, local union representative and employee(s).

- 12.07 Providing there is no resulting increase in cost to the employer, employees may change shifts with each other after approval has been granted by their manager responsible for scheduling.
- 12.0s Part-time employees who report for work on a scheduled shift or on a call-in, shall be paid a minimum of three (3) hours pay at their regular rate or for the actual hours worked, whichever is greater.
- 12.09 Where part-time employees are required to work vacant shifts, call-ins will be offered to employees in the job classification required by seniority and on an availability basis. The Employer will offer the shift to the most senior person and subsequently in order until someone accepts. Once an employee has accepted, declined or is unavailable, they will move to the bottom of the list. The subsequent call-in opportunity will be offered to the next person on the list from where the previous call-in ended.
- The call-in list will be prominently displayed in each Department.

ARTICLE 13 – TRANSPORTATION AND MEALS

- 13.01 Where an employee is requested by the employer to use her/his personal vehicle for job-related purposes, the employer will pay his/her mileage at the current SGEU/PSC Collective Agreement rates.
- 13.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 13.03 Time spent in employer requested travel shall be considered time worked.
- 13.04 Where an employee is required to travel beyond the Regina city limits for job related purposes and where accommodations and/or meals are not provided, the employer will pay for meals and accommodations in accordance with the SGEU/PSC Collective Agreement rates.

ARTICLE 14 – PAY ADMINISTRATION

- 14.01 The wage schedule covering all employees occupying positions covered by this Collective Agreement shall be set out in Schedule "A" and shall form part of this agreement.

The employer shall pay wages bi-weekly, by payroll deposit, in accordance with Schedule "A".

- 14.02 Each employee who works in a month shall receive once in each month:
- (a) a statement in writing setting out the period for which the payment of wages was made;
 - (b) the number of hours for which payment is made;
 - (c) the rate of wages;
 - (d) details of the deductions made from the wages;
 - (e) the actual sum being received by the employee.

ARTICLE 15 – EMPLOYEE PARKING

- 15.01 Employees will be supplied parking in the Casino Regina parking facility. Employers who make use of this benefit will be subject to Federal Government Income Tax provisions.

ARTICLE 16 – DESIGNATED HOLIDAYS

- 16.01 The following days are designated holidays:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Victoria Day
 - (d) Canada Day
 - (e) Saskatchewan Day
 - (f) Labour Day
 - (g) Thanksgiving Day
 - (h) Reimembrance Day
 - (i) Christmas Day
 - (j) Boxing Day
 - (k) Christmas Eve (floating holiday for this agreement)

The parties agree that other religious or culturally significant days may be substituted for any of the above.

- 16.02 **An** employee who works on a designated holiday shall be paid pay at time and one half (1 ½) for all hours worked on that day.
- 16.03 In each pay period the employer will pay each non full-time employee an amount equal to 4.23% of her/his salary for that period.

- 16.04 Full-time employees will be paid their regular straight hourly rate of pay for designated holidays.
- 16.05 When a full-time employee is required to work on a designated holiday, she will elect one of the following options:
- (i) payment as per article 16.02 and 16.04
 - (ii) payment as per article 16.02 for all hours worked and assigning the pay resulting from article 16.04 as per article 12.04 (ii).
- 16.06 When a designated holiday falls on a day(s) of rest, full-time employees may elect payment as per article 16.04 or assign the pay as per article 12.04 (ii).

ARTICLE 17 – LAYOFF AND RECALL

- 17.01 Employees may be laid off due to lack of work.
- 17.02 The Joint Union Management Representative Workforce Committee (JUMRWC) will be assembled prior to any lay off proceedings to determine what impact, if any, these proceeding will have on the units' representative workforce. When the (JUMRWC) determines that the proceedings will impact the units' representative workforce in a negative manner, the parties agree to negotiate alternate workforce adjustment plans to ensure a representative workforce is maintained.
- 17.03 Employees who are laid off may exercise their seniority to retain employment by bumping junior employees providing they have the necessary knowledge, skills and ability to do the job being bumped into and providing Article 17.02 has not been enacted. Employees will have a time period of two (2) days to decide whether they want to exercise this right.
- 17.04 Employees so displaced may exercise their seniority to retain employment by bumping junior employees providing they have the necessary knowledge, skills and ability to do the job being bumped into and providing Article 17.02 has not been enacted. Employees will have a time period of two (2) days to decide whether they want to exercise this right.
- 17.05 Where an employee has been in the continuous service of the employer for at least three (3) consecutive months, the employer shall not layoff the employee without giving the employee at least the following notice or pay in lieu thereof:

- (a) one week's written notice where his/her period of employment is more than three months but less than one year;
- (b) two weeks' written notice where her/his period of employment is one year; or more but less than three years;
- (c) four weeks' written notice where his/her period of employment is three years or more but less than five;
- (d) six weeks' written notice where his/her period of employment is five years or more but less than ten years;
- (e) eight weeks' written notice where her/his period is ten years plus.

- 17.06
- (a) When recalling employees, the same shall be done on the basis of seniority within an employee's classification.
 - (b) If the employer recalls all available employees within the classification and still has vacancies, the employer shall recall laid off employees from other classifications if they possess the necessary knowledge, skills and ability to do the job.

17.06 When the employer recalls an employee who has been laid off; the employer shall attempt to notify the employee by phone. If contact cannot be made by telephone, the employer shall notify the employee by registered letter addressed to that employee's last known address. Employees recalled shall report to the Casino and submit availability information, as required. It is the employee's responsibility to keep telephone and address information current. Failure to respond to a recall within seven (7) calendar days will constitute an end to the employer – employee relationship and the employee will be removed from the recall list.

ARTICLE 18 – SEVERANCE PAY

18.01 **An** employee(s) who has been laid off, or who has been informed in writing that her Job has been abolished and who elects to retire, or resign, shall be entitled to severance pay. They shall be paid (1) week's pay for each year of service, or portion thereof, commencing with the second year.

- 18.02 In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year of service. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this agreement.
- 18.03 For permanent part-time employees, severance will be based on percentage of time employee worked over the last calendar year.
- 18.04 Pay will be calculated on the basis of the employee's rate of pay at the time of resignation and/or retirement.

ARTICLE 19 – PROBATIONARY EMPLOYEES

- 19.01 Newly hired employees shall be on probation for a period of six (6) months, except for Supervisor of Table Games, Senior Slot Attendants and Count Supervisors whose probation period shall be twelve (12) months. During the probation period employees shall be entitled to all rights and benefits of this agreement.
- 19.02 Probation begins once the employee has fully met the employment requirements of the position and has been placed in the shift rotation and/or 2s-day schedule.
- 19.03 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 19.04 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.

ARTICLE 20 – SENIORITY

- 20.01 All employees shall accumulate one (1) hour seniority for each hour worked or while on approved leave with pay or maternity, parental, or adoption leave without pay or while in receipt of worker compensation benefits for a period of up to two (2) years or while in receipt of long term disability benefits for up to two (2) years. The employee shall not accumulate more than 152 hours of seniority for each twenty eight (28) day cycle that he/she is employed by the employer. Less than full-time employees shall have their seniority hours calculated based on the average of the six month period immediately worked prior to the leave.

- 20.02 Overtime hours worked shall not be counted for the purposes of determining seniority.
- 20.03 **An** employee will not accrue seniority for any period of time she/he was in receipt of a training allowance prior to their appointment to a position in the employ of the employer, nor for any periods of unauthorized absences.
- 20.04 In circumstances where two (2) or more employees have accumulated the identical amount of seniority, or in the case of full-time employees with the same start date, their order of seniority shall be determined by lottery.
- a) the lottery shall be conducted by two (2) representatives of the employer, and two (2) representatives of the union, in a location that is open and available to all affected employees.
- 20.05 Seniority terminates when an employee:
- a) is dismissed for cause and is not reinstated;
- b) is laid off for a period in excess of twelve (12) calendar months; or fails to respond to a call back within seven (7) days;
- c) resigns;
- d) accepts a management position and is confirmed as a permanent appointment;
- e) retires in accordance with Employer policy.
- 20.06 A seniority list of employees shall include all employees in the bargaining unit.
- a) **A** updated seniority list will be provided to the union January 1 and July 1 of each year.
- b) The employer will prominently display the current up-to-date seniority list in each locker room and the employee cafeteria.

ARTICLE 21 – JOBPFORMANCE EVALUATION

(Full-time and Part-time Employees)

- 21.01 When a formal evaluation of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form. The employee performance evaluation shall allow the employee to attach his/her written comments regarding the evaluation to the evaluation form.
- 21.02 The employee performance evaluation shall allow the employee to state her/his comments regarding the evaluation and any training needs.
- 21.03 The employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the employer will point out the employee's strengths and weaknesses in each area of evaluation.
- 21.04 (a) a final copy of the employee's performance evaluation shall be placed on the employee's personnel file.
- (b) an employee who disagrees with his/her performance evaluation may grieve it.

ARTICLE 22 – STAFFING

(In-Scope Positions)

A. Employment Equity

- 22.01 The union and the employer are committed to developing and implementing a Representative Workforce Plan.
- 22.02 To this end the parties will establish a Joint Union Management Representative Workforce Committee (JUMRWC). The union will appoint one person from each of the four departments (Casino Services, Operations, Support Services and Security) to serve on the JUMRWC. There will be an equal number of union and employer representatives.
- 22.03 Time spent on the JUMRWC by employees shall be considered time worked.

- 22.04 The JUMRWC will have the responsibility of developing a comprehensive representative workforce plan including qualitative measures and strategies to maintain representation, remove barriers as well as for corrective measures to achieve a representative work force.
- 22.05 Upon the achievement of 50% aboriginal employment for all in scope levels, the JUMRWC will maintain that level.
- 22.06 The JUMRWC will address the representation of the other equity groups parallel to the requirement of 21.05.
- 22.07 All expenses related to the development, implementation and monitoring of the Representative Workforce plan shall be the responsibility of the employer, save and except the salaries of people in the employ of the union.

B. Promotions, Transfers, and Demotions
(For positions in excess of 60 days)

- 22.0s Where the employer creates and wishes to fill a new position, or to fill a vacancy in an existing position, the employer will post a notice of vacancy in the workplace and on the bulletin boards for a minimum of six (6) calendar days. The Employer may advertise to the general public simultaneously.
- 22.09 The notice shall specify the position, the knowledge, skills and ability required to do the job and the hours of work. The qualifications as determined by management must be relevant to the position. A job description will be made available on request.
- 22.10 (a) The employer agrees to fill positions within the bargaining unit from employees in the bargaining unit by seniority, if such employees apply, provided that the applicants have the necessary knowledge, skills and ability to perform the job.
- (b) In those instances where there are more qualified candidates than available positions, an eligibility list will be created and used to fill subsequent vacancies for a 150-day period.
- 22.11 When the JUMRWC determines vacancies are to be filled to comply with article 21.05 or 21.06, article 21.10 will be suspended.
- 22.12 Appointments under the article will be posted by the employer bi-weekly on an appointment bulletin board.

- 22.13 (a) Employees appointed to a position under this article shall serve a probation period of six (6) months.
- (b) During their probationary period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of short comings in order to correct deficiencies.
- (a) Employees who fail their probationary period will be reverted to their former position.
- (b) An employee may request to be reverted anytime during the probationary period.
- 22.14 A member of the bargaining unit who accepts a term position shall be returned to the position she occupied prior to taking the tertii position.
- 22.15 When an employee, who has fulfilled the requirements of initial probation, accepts a job with the employer, but outside of this agreement, they will be allowed to revert to their former in-scope position if:
1. They fail their probation period; or
 2. They request to be reverted.
 3. Their seniority is maintained but shall not accrue for the period in question.

Under no circumstances will these rights extend beyond one calendar year from the date of employment.

ARTICLE 23 – ACTING ASSIGNMENTS

- 23.01 An acting assignment means the assignment of an employee to a position on a temporary basis. To be acting in a position, it is not necessary that the employee perform all of the duties of that position, it is sufficient if he/she substantially performs the duties of the position.
- 23.02 The employer will try to fill vacancies as quickly as possible, so that acting assignments are kept to a minimum. Acting assignments will be filled by rotating through eligibility lists established as per Article 21. Short term or emergent acting assignments will be filled by employees (on the list) at work at the time the assignment becomes necessary. Eligibility lists will be established every twelve (12) months or when exhausted which ever comes first.
- 23.03 An employee who is acting in a position shall receive the salary for that position if it is higher than his/her current salary.

ARTICLE 24 – DISCIPLINE

- 24.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause.
- 24.02 Should the employer dismiss or suspend or otherwise discipline an employee, the union and the employee shall be advised promptly in writing by the employer of the reason for said disciplinary action.
- 24.03 When the employer wishes to meet with an employee for the purpose of discussing unsatisfactory work performance or conduct by the employee for the purpose of discipline, the employer will advise the employee that she/he has the right to have a union representative present.
- 24.04 Disciplinary documents shall be removed from an employee file after a period of one (1) year providing there are no other disciplinary documents placed on the file within that one (1) year period.
- 24.05 An employee shall have access to her/his personnel file upon request and in the presence of an employer representative, and may receive a copy of any documents he/she wishes which relates to her/him. If an employee consents in writing the union representative may have the same right as the employee.

ARTICLE 25 – GRIEVANCE PROCEDURE

- 25.01 The parties of this Agreement recognize the desirability for the prompt resolution of complaints through the grievance process.
- 25.02 The union may file a grievance alleging a violation of this agreement.
- 25.03 A grievance is filed when delivered in writing to the employer by the union. No particular form is necessary as long as the document indicates it is a grievance under this article, or in some other manner indicates it is a formal grievance.
- 25.04 Excluded supervisory staff as per article 24.06 are authorized to receive grievances on behalf of the employer. He/she shall provide a receipt to the person delivering the grievance stating the date it was received.
- 25.05 Unless otherwise provided for in this agreement, a grievance shall be filed within thirty (30) calendar days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time

is extended to seven (7) calendar days after he/she returns to work. In no case will the time limit be more than sixty (60) days.

25.06

Unless otherwise provided for in this agreement, the steps of the grievance procedure shall be as follows:

- (a) (i) at the first level of the procedure the grievance shall be heard by the Director of Floor Operations, Bank Manager, Manager of Gaming Security, General Manager of Entertainment Services, Manager of Central Stores, Facilities Manager or the General Manager of Casino Services, providing he/she has managerial responsibility over the area in which the grievor was employed at the time the grievance arose. A hearing, with the authorized union representative, shall be held within seven (7) days of the employers' receipt of the grievance. The appropriate manager will have seven (7) days after the hearing in which to reply.
- (ii) the union shall have seven (7) days from receipt of the level 1 decision, or from the date on which the decision ought to have been received, to transmit the grievance to the next level.
- (b) (i) at the second level of the grievance procedure, the grievance shall be heard by the appropriate Vice President. A hearing with the authorized union representative shall be held within seven (7) days of the grievance being transmitted to the second level. The Vice President will have seven (7) days after the hearing in which to reply.
- (ii) the union shall have seven (7) days from receipt of the level 2 decision, or from the date on which the decision ought to have been received, to transmit the grievance to the next level.
- (iii) should the schedule of the Vice President be such that he/she is unable to meet the deadlines outlined in this article, she/he may appoint another manager to act as his/her designate.
- (c) (i) at the third level of the grievance procedure the grievance shall be heard by the President and CEO of the Corporation. A hearing with the authorized union representative shall be held within ten (10) days of the grievance being transmitted to the third level. The

President and CEO will have ten (10) days after the hearing in which to reply.

(ii) should the schedule of the President and CEO be such that he/she is unable to meet the deadlines outlined in this article, she/he may appoint another officer of the Corporation to act as his/her designate.

(d) If a satisfactory resolution to the grievance is not achieved at the third level, the union may refer the matter to arbitration.

(c) The parties may, if they agree, refer a matter to mediation prior to arbitration pursuant to article 24.11.

25.07 The union may consult with the employer concerning any grievance at any level of the grievance procedure.

25.08 (a) any time limits in the grievance procedure may be extended by the mutual consent of the parties.

(a) grievances arising from a decision of a particular representative of the employer shall, if requested by the union, commence at the level following the manager, except in the case of the President and CEO, where the grievance shall, if requested by the union, be presented at the third level.

(b) in the case of dismissal the grievance shall be presented at the second level.

25.09 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this clause.

25.10 **A** decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision maker, and delivered to the parties.

25.11 (i) either party may make a written request for mediation within ten (10) calendar days of receiving the decision of the President and CEO at article 24.06(c).

(ii) the union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting

the mediation. If the parties fail to agree, either party may invoke the arbitration procedure.

- (iii) the parties to this agreement may establish a list of local mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- (iv) The parties shall provide the mediator with a time frame. If settlement is not reached within the time frame, and the parties do not agree to an extension of the time frame, then the mediator shall withdraw and either party may invoke the arbitration provisions.

If at any time during the mediation procedure either party informs the mediator that it no longer wishes to participate in the process, then the mediation shall be terminated.

Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing. This does not include statements of fact.

25.12 Reference to Arbitration

- (i) either the employer or the union may request arbitration by letter to the other party within sixty (60) calendar days of the failure of the mediation or sixty (60) calendar days from the decision of the employer if mediation does not take place.
- (ii) the employer or the union as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- (iii) either party to this agreement may refer any grievance to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an Arbitrator either party may request the Minister of Labour for Saskatchewan to make an appointment.
- (iv) in addition to any powers contained in this agreement, the Arbitrator has all the powers granted to Arbitrators under the "Trade Union Act" except the Arbitrator shall have no authority in any way to alter, modify or extend this agreement or to make any decision inconsistent with its terms and provisions. The Arbitrator may dispose of any discharge or discipline grievance in any manner which he/she considers just or equitable.

- (v) the Arbitrator shall hear the grievance as soon as possible, and render a decision within thirty (30) calendar days of the conclusion of the hearing. The decision, once forwarded to the parties in accordance with article 24.12 is final and binding on each party and any employee affected by it.
- (vi) the Arbitrator may amend a grievance, modify penalties, or make a ruling concerning any procedural irregularity.
- (vii) each party shall pay one half of the fees and expenses of the Arbitrator. The grievor will be allowed leave with pay to attend the arbitration hearing provided he/she was scheduled to work.

ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY

PREAMBLE

The parties recognize the importance of Occupational Health and Safety in the work place. In addition to the articles contained in this agreement, the employee has the full protection of The Occupational Health and Safety Act, including the right to refuse work the employee has reasonable grounds to believe is unusually dangerous and access to information that may impact on the health and safety of the employee, as well as the duty to conduct himself at work in a safe and responsible manner.

- 26.01 A joint employer/employee Occupational Health and Safety Committee shall be established to represent the workplace as agreed between the parties. At least one half (½) of the committee members shall be employees elected or appointed by the union members and the committee shall have an employer and employee co-chairperson as appointed by their respective parties.
- 26.02 The Occupational Health and Safety Committee shall have a continuing concern with respect to the health and safety at the work place. The Committee shall meet no less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns, Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the employer, the union and the Occupational Health and Safety Branch.
- 26.03 The Occupational Health and Safety Committee shall exhaust their procedures before any matter is referred to the employer and the union for negotiation or before the matter is dealt with under the grievance procedure.

- 26.04 Wherever possible, committee meetings shall be scheduled by mutual agreement. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings.
- 26.05 The joint Occupational Health and Safety Committee may recommend reasonably practicable training measures designed to prevent occurrences of occupational health and safety problems related to the work place.
- 26.06 Training for Joint Committee Members – Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days' leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Department of Labour, or jointly by the union and employer, employees exercising such leave shall suffer no loss of pay or benefits.
- 26.07 Health and Safety A Shared Concern – As a matter of principle, both the union and employer recognize that occupational health and safety is a shared concern of the parties. Both parties will endeavour co-operatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations which threaten health and safety at the work place.

ARTICLE 27 – VACATION LEAVE

- 27.01 Vacation Leave Entitlement:
- (i) upon initial appointment to the Corporation, employees shall be entitled from that day to the following March 31, to vacation leave of 1 ¼ days for each completed calendar month of service. Leave will be pro-rated for partial months of service.
 - (ii) employees shall be entitled to take 15 days vacation leave during the first complete fiscal year following the date of employment and thereafter up to but not including the fiscal year in which they complete 5 years of service. Such leave shall be earned at the rate of 1 ¼ days for each completed calendar month.
 - (iii) employees shall be entitled to take 20 days vacation leave during the fiscal year in which they complete 5 or more years of service with the Saskatchewan Gaming Corporation and thereafter up to, but not including, the fiscal year in which they complete 15 years of service. Such leave shall be earned at the rate of 1 2/3 days for each completed calendar month.

- (iv) employees shall be entitled to take 25 days vacation leave during the fiscal year in which they complete 15 years of service with the Saskatchewan Gaming Corporation and thereafter and up to, but not including the fiscal year in which they complete 22 years of service. Such leave shall be earned at the rate of 2 1/12 days for each completed calendar month of service.
- (v) employees shall be entitled to take 30 days vacation leave during the fiscal year in which they complete 22 years of service with the Saskatchewan Gaming Corporation . Such leave shall be earned at the rate of 2 ½ days for each completed calendar month of service.

Note: Part-time, seasonal and casual employees entitlement will be pro-rated.

27.02 Vacation Pay:

- (i) employees shall be entitled to leave with pay to the extent of their earned entitlement but an employee who has completed twelve (13) months of service shall receive an advance of credits, where requested (subject to article 26.04), up to the maximum available credits to be earned for that fiscal year. Part-time employees will have their maximum available credits approximated using relevant data.

Note: Advancing of vacation credits does not apply to seasonal and casual employees.

- (ii) part-time employees shall accumulate vacation leave credits on a pro-rated basis.
- (iii)
 - (a) seasonal and casual employees with less than nine (9) years of service with the employer will receive vacation pay equal to 6.36% of all straight time hours worked, with each pay.
 - (b) seasonal and casual employees with more than nine (9) years of service will receive vacation pay equal to 8.64% of straight time hours worked, with each pay, until she/he has fifteen (15) years of service.
 - (c) seasonal and casual employees with fifteen (15) years of service will receive vacation pay equal to 11% of all straight time hours worked, with each pay, until he/she has twenty-five (25) years of service.

- (d) seasonal and casual employees with twenty-five (25) years of service, or longer will receive vacation pay equal to 13.44% of all straight time hours worked, with each pay.

27.03 Scheduling of Vacation Leave:

The employer shall, subject to the operational requirements of the Casino, make every effort to:

- (a) schedule an employee's vacation leave in the year in which it is earned.
- (b) schedule the employee's vacation during the period requested, providing written notice of the period requested is given by the employee at least twenty-one (21) days in advance of the next schedule posting. The employer shall respond in writing, with as much notice as is practicable and reasonable, but the notice shall not be less than seven (7) days prior to the commencement of the period requested.
- (c) schedule periods of vacation of less than five (5) days on reasonable notice by the employee.
- (d) where in respect of any period of vacation leave:
 - (i) an employee or her partner, or her child (providing they are permanently residing in the employee's household) is hospitalized for two (2) or more consecutive days resulting in the employees attendance there to; or,
 - (ii) an employee is granted bereavement leave under article 28.04.

The period of vacation so displaced shall be charged to sick leave and either be added to the vacation leave if requested by the employee and approved by the employer or reinstated for use at a later date, upon the production of appropriate written proof, if requested by the employer.

- (e) Part-time employees will be paid vacation pay for the period of leave requested or up to the amount of their earned vacation credits, if less than amount of vacation requested.

- 27.04 Carryover:
- (a) employees are expected to take all their vacation credits during the year in which they are earned.
 - (b) where an employee has not used all of their vacation leave with pay credits, the employee shall be entitled to carry over **up** to fifteen (15) days to the following fiscal year. Carry over beyond the fifteen (15) days shall be by mutual consent.

- 27.05 Vacation Entitlement on Termination of Employment:
- (a) a full-time employee leaving the service who has vacation leave due, will have all monies owed paid to him/her calculated on the basis of salary in effect at the date of termination. In the event of death monies will be paid to the estate.
 - (b) an employee leaving the service who has been granted more vacation leave than is due to her/him shall have such overpayment deducted from any monies owing him by the Corporation calculated on the basis of salary in effect at the date of termination. Notwithstanding the employer reserves the right to recover other debts the employee may have incurred.

27.06 Where the employer finds it necessary to restrict approved vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu (at straight time) or to take the leave at another time. Upon the submission of satisfactory documentary evidence, any non-recoverable or non-transferable financial commitments, made after the approval, will be reimbursed to the employee.

ARTICLE 28 – SICK LEAVE

28.01 Earning of Sick Leave:

Employees earn sick leave credits at the rate of 1 ¼ days for each full month of employment or a pro-rated amount for partial months worked. Full-time employees can earn **up** to a maximum of 15 days sick leave credit per year. Unused sick leave credits accumulate from year to year. Management may advance up to 5 days sick leave for those situations involving hospitalization. Sick leave credits are not available until they are earned.

28.02 Use of Sick Leave Credits:

- (a) An employee absent from duty because of illness shall notify their supervisor/manager or designated official of any absence;
 - (i) for shifts that begin prior to 3:00 P.M., at least two (2) hours prior to their scheduled start time, and;
 - (ii) for shifts that begin at 3:00 P.M., or later, at least three (3) hours prior to their scheduled start time.
- (b) Request for physician's report/medical examination – the Corporation may request a report from the employee's physician regarding any absence from work for reasons of illness.

The Corporation may call for an examination by a physician selected by the employer if such action is considered advisable. In both cases the Corporation will pay any costs associated with the above.

28.03 In the event an employee's sick leave is exhausted she/he may be granted leave of absence without pay, subject to article 27.02 above and the provisions of the Labour Standards Act Section 44.2.

ARTICLE 29 – LEAVE WITH PAY OTHER THAN SICK LEAVE AND VACATION

29.01 Military leave – leave of absence may be granted to an employee planning to attend military sponsored activities during normal working hours. Any pay received may be kept in lieu of salary or remitted to the employer upon receipt of salary.

29.02 Court Leave:

- (i) an employee shall not suffer a loss of pay if her/his absence from work is due to attending court in response to a summons as a juror or witness for Crown.
- (ii) where an employee is required to attend court at the request of the employer in connection with her job duties, he/she shall have such time considered as time worked and the provisions of this Collective Agreement apply at that time.

- (iii) an employee who is called as a witness by the employer at an arbitration hearing shall have such time considered as time worked and all provisions of this Collective Agreement apply to her/his attendance.
- (iv) an employee who collects pay under this article shall pay to the employer all witness fees or jury duty fees received exclusive of any meal, mileage or incidental allowances.

29.03 Pressing necessity – the employer recognizes that employees may encounter emergency or unforeseen circumstances that require their absence from work.

Leave may be approved with or without pay. When leave with pay is granted, the time approved is charged against the employee's sick leave credits.

29.04 Bereavement Leave:

- (i) the employer recognizes that employees have personal relationships that need to be attended to at the time of death or imminent death to family or extended family members.
- (ii) in order that the worry of work be removed from these situations, the employer will grant (if employee is scheduled to work) **up** to three days leave with pay per fiscal year. Further leave without pay may be granted on a case by case basis.
- (iii) immediate family means a partner, parent, child, including a child whom the employee stands in the place of a parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and any relative permanently residing in the employee's household or with whom the employee resides or any other person on approval of the employer.
- (iv) extended family shall be defined as the employee's cousins, aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, and grandparents-in-law.
- (v) bereavement leave may be taken by the employee at one or more of the following times:
 - (a) during the period of imminent death;
 - (b) immediately following the date of death;

- (c) within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional event related to the death.

ARTICLE 30 – MATERNITY LEAVE WITHOUT PAY

- 30.01 The Corporation shall grant maternity leave to every female employee who:
- (a) is currently employed and has been in the employment of the corporation for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately proceeding the day on which the requested leave is to commence.
 - (b) submits to the Corporation in writing for leave at least four weeks prior to the day on which she intends to commence the leave, and;
 - (c) provides the Corporation with a certificate of a qualified practitioner certifying that she is pregnant and specifying the estimated date of birth.
- 30.02 The Corporation will also grant maternity leave benefits to any employee who meets the requirements of clause (a) above and provides the Corporation with a certificate of a qualified medical practitioner:
- (a) certifying that the employee is pregnant, specifying the estimated date of birth and certifying that there are medical reasons that require the employee to cease work immediately, or;
 - (b) certifying that the employee was pregnant and that her pregnancy terminated on a specified date, not more than fourteen (14) days prior to the date of the certificate to a miscarriage or a stillbirth.
- 30.03
- (a) the maternity leave to which an employee is entitled shall consist of a period not exceeding twelve (12) months commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of birth.
 - (b) where the actual date of birth is later than the estimated date of birth the employee is entitled to not less than six (6) weeks leave after the actual date of birth.

- (c) where the pregnancy of an employee would unreasonably interfere with the performance of the employee's duties, the Corporation may, if no opportunity exists to modify her duties or reassign her to another job with no loss of wages or benefits, require her to commence maternity leave not more than thirteen (13) weeks prior to the estimated date of birth.
- (d) at the expiration of leave, the Corporation will reinstate the employee in the position occupied by the employee at the time the leave commenced. Or in a comparable position, with no loss of benefits or reduction in wages.
- (e) an employee granted maternity leave may make application for further leave under parental leave or indefinite leave provisions.

- 30.04 In relation to maternity leave any pregnant employee who has a medically substantiated need to be absent from work for health reasons related to pregnancy, either before, on, or after the date of delivery, shall be allowed to access earned sick leave credits. A medical certificate will be required in all cases.
- 30.05 Leave under this article shall be counted as service for the purposes of calculating vacation leave.
- 30.06 The employer shall provide maternity allowance and benefits in accordance with the Saskatchewan Gaining Corporation policy 603.3.

ARTICLE 31 – PARENTAL LEAVE WITHOUT PAY

- 31.01 Parental leave is defined as leave for employees which is preceding or following the birth of a child or a child coming into the employee's care. The Corporation shall grant parental leave to every employee who:
- (a) is currently employed and has been in the employment of the Corporation for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and
 - (b) submits to the Corporation a written application for parental leave:
 - (i) at least four (4) weeks prior to the day the employee intends to commence parental leave; or

- (ii) in the case of an employee who is taking maternity leave, at least four (4) weeks prior to the day on which the employee was scheduled to return from maternity leave.

31.02 The Corporation shall grant parental leave for a period of not less than two (2) weeks and not more than one (1) year.

31.03 An employee who wishes to take parental leave in combination with maternity leave shall take the two leaves consecutively.

At the expiration of the leave, the Corporation will reinstate the employee in the position occupied by the employee at the time leave commenced or in a comparable position, with no loss of benefits or reduction in wages.

31.04 Leave under this article of more than six (6) months shall not be counted as service for the purposes of calculating vacation leave.

ARTICLE 32 – ADOPTION LEAVE WITHOUT PAY

32.01 The Corporation shall grant adoption leave to an employee who:

- (a) is currently employed and has been in the employment of the Corporation for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence.
- (b) submits to the Corporation a written application for leave at least four (4) weeks prior to the day on which the child comes into the employee's care; and
- (c) is the primary caregiver of the adopted child during the period of the leave.

32.02 The Corporation shall approve leave for a period of not more than eighteen (18) weeks commencing on the day the child becomes available for adoption.

32.03 At the expiration of the leave, the Corporation will reinstate the employee in the position occupied by the employee at the time the leave commenced or in a comparable position, with no loss of benefits or reduction in wages.

32.04 Leave granted under this article shall count as service for the purpose of calculating vacation leave.

32.05 The employer shall provide adoption allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy 603.5.

ARTICLE 33 – LEAVE WITHOUT PAY (GENERAL)

- 33.01 **An** employee may, for valid reasons, be granted an indefinite leave of absence without pay by the Vice President of Human Resources and Aboriginal Affairs or designate.
- 33.02 Employees on indefinite leave shall be required to apply for extensions annually giving proof that original conditions under which leave was granted still prevail.
- 33.03 **An** employee, upon conclusion of the leave, shall be considered for re-employment for vacant positions for which the employee is qualified.

ARTICLE 34 – LEAVE WITHOUT PAY FOR POLITICAL INVOLVEMENT

- 34.01 Employees seeking candidacy in provincial or federal elections must take a leave of absence if nominated for the period of the election campaign and if elected for the duration of the term. Vacation leave may be used for all or part of the leave.
- 34.02 Employees taking leave as per 33.01 will be reinstated upon the conclusion of their involvement.

ARTICLE 35 – EARNING OF BENEFITS WHILE ON LEAVE OF ABSENCE WITHOUT PAY OR LAY OFF

- 35.01 Where an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not earn any benefits for the period of such absence, but shall retain his/her accumulative credits, if any, existing at the time of such leave or lay-off.

ARTICLE 36 – NO STRIKES OR LOCKOUTS

- 36.01 The employer agrees that it will not cause or direct any lockout of its employees during *the* term of this agreement.
- 36.02 The union agrees there will be no strike, work stoppage, or slow down during the term of this agreement.

ARTICLE 37 – MANAGEMENT RIGHTS

- 37.01 All the functions, rights, personnel pay practices, powers and authority which the employer has not specifically abridged, delegated or modified by this Agreement are recognized by the union as being retained by the employer.
- 37.02 Management shall exercise its' rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 38 – CIVIL LIABILITY

- 38.01 An employee will be insured by the employer for professional liability for any legal action or proceeding brought against the employee, for acts within the scope of employment, subject to:
- (a) the approval of the insurer; and
 - (b) the terms and conditions specified in the professional liability insurance policy.
- 38.02 The employee shall immediately advise the employer of any legal action brought against the employee or of any notification of a legal process in which the employee is involved.

ARTICLE 39 – LABOUR MANAGEMENT RELATIONS COMMITTEE

- 39.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of reaching agreement on matter of common interest.
- 39.02 A Labour Management Relations Committee shall be appointed consisting of an equal number of representatives of union and management (unless agreed to by the parties). The committee will be as representative as possible of the occupational groupings of the casino operations.
- 39.03 The Committee will have union and management co-chairs.
- 39.04 Upon the request of either chair, the committee will meet. An agenda will be established five (5) days prior to the meeting with agreement that items of an urgent nature can be walked. Quorum will be 50% of committee members.

- 39.05 Non-committee members may attend meetings by mutual agreement of the co-chairs. The committee may appoint working committee's to review specific issues and provide information/recommendations.

ARTICLE 40 -- POST-RESIGNATION MEETING

- 40.01 **An** employee who resigns may request a meeting with an employer representative to state the reasons for his/her resignation. If an employee requests such a meeting, the employer representative shall comply within ten (10) calendar days.

ARTICLE 41 – UNIFORMS

- 41.01 **As** long as the employer requires employees to wear uniforms while at work, the employer will provide and care for said uniforms at no cost to the employee.
- 41.02 Upon request for reimbursement as per the Uniform (Shoe Allowance) policy, the employer will provide to employees a shoe allowance of up to one hundred and fifty (\$150.00) dollars every two (2) years for the purchase of shoes appropriate to the uniform beginning the first of the month following the signing of this agreement.
- 41.03 The employer will permit an employee to wear a Remembrance Day Poppy or a union pin on her/his uniform.

ARTICLE 42 – PENSION PLAN

- 42.01 In addition to the Canada Pension Plan.
- Every eligible employee will as a condition of employment, be enrolled in the Capital Pension Plan Registration #0395622. The employer and the employees shall make contributions in accordance with the provisions of the Plan.
- 42.02 For the purpose of the Pension Plan only, an eligible employee shall be defined as any person who is a full-time employee or any employee who works less than full-time and in each of two consecutive calendar years (1) earns not less than 35% of the Year's Maximum Pensionable Earnings with the respect to that employment or (2) completes 700 hours of employment with the employer.

ARTICLE 43 -- GRATUITIES

- 43.01 For the purpose of this agreement "gratuities" includes tips (which includes cash and SGC issued value chips).
- 43.02 The employer will continue to provide facilities for the collection of gratuities, including provisions of a secure location, that is monitored by camera surveillance, for the counting of gratuities, twice a week. The counting of gratuities shall be done by an Employee Tip Committee and the employer may be present.
- 43.03 The employer, with the Employee Tip Committee present, shall prepare a summary for each twice weekly count referred to in Article 42.02 specifying the gross amount collected and an Employee Tip Committee representative shall be entitled to a copy thereof.
- 43.04 The employer will provide the Employee Tip Committee, on a bi-weekly basis, the hours worked by employees during the two-week period. Effective March 14, 2005, the employer will distribute the tips collected per day, to all employees on duty that day per hour worked, based on the following formula:
- | | |
|------------------------|-----------------------------|
| Table Games Department | 70% of total tips collected |
| Slot Department | 15% of total tips collected |
| All Other Departments | 15% of total tips collected |
- Effective June 1, 2006, the employer will distribute the tips based on the following formula:
- | | |
|------------------------|-----------------------------|
| Table Games Department | 55% of total tips collected |
| Slot Department | 20% of total tips collected |
| All Other Departments | 25% of total tips collected |
- 43.05 Effective March 14, 2005 the Employer shall deduct from the gratuities distributed to the employees, the employee portion of EI, CPP and Pension premiums. The employer will provide a summary of the gratuities payable to employees on a bi-weekly basis, including the source deductions withheld by the employer. A nominal administration fee of 2.5% will be retained by the employer, effective March 14, 2005.
- 43.06 Union dues will not be collected on any tip distribution.

ARTICLE 44 -- STAFF TRAINING AND DEVELOPMENT

- 44.01 The employer recognizes its responsibility to encourage development of staff skills, ability and qualifications.
- 44.02 Developmental opportunities will be posted on the bulletin boards for a minimum of seven (7) days and will invite interested employees to apply.
- 44.03 Attendance at any training “that is required” by the employer after the employee is hired, shall be without cost to the employee and with pay. The training shall be scheduled during the employees working day, whenever possible. When the training is scheduled on the employee’s day of rest, then the employee shall be paid at the applicable overtime rate.
- 44.04 Examination leave with pay may be granted to an employee for the purpose of writing an examination that takes place during the employee’s scheduled hours of work.

ARTICLE 45 – BENEFITS

- 45.01 The employer will provide the following benefit programs:
- (i) Basic Group Life Insurance at 200% of the employee’s salary. The employer will pay any associated premiums for the first \$25,000.00 of salary, employees will pay any remaining premium.
 - (ii) Basic Group accident plan. The associated premiums to be paid by the employer.
 - (iii) Long Term Disability. The employer will pay 50% of all associated premiums and employees will pay 50% of all associated premiums.
 - (iv) Dental plan, the employer will pay all associated premiums.
 - (v) Vision care plan?the employer will pay all associated premiums.
- 45.02
- i) Effective June 1, 2001 the employer will implement the enhanced dental plan and pay the associated premiums.
 - ii) Effective June 1, 2002 the employer will implement the enhanced optical and extended health plans and pay the associated premiums.

- 45.03 The Union shall be consulted on any proposed amendments or changes with respect to benefits.

ARTICLE 46 – DURATION OF AGREEMENT

- 46.01 This agreement shall be effective from June 1, 2003 to December 31, 2005 for implementation of the pay plan and from the date of signing to December 31, 2005 for all other articles unless otherwise stipulated.
- 46.02 Where written notice has been given pursuant to 45.01 the provisions of this agreement will remain in effect until a new agreement is concluded.

ARTICLE 47 – CALL BACK

- 47.01 If an employee is called back to work on a designated holiday or on the employees day of rest or after leaving the workplace subsequent to a normal work day, the employee will be paid a minimum of two (2) hours at the overtime rates in accordance with article 12.04(i) for each call back.
- 47.02 Notwithstanding the above, an employee called out more than once during the two (2) hour period shall not receive any further overtime until the two (2) hour period has elapsed.
- 47.03 An employee called back to work shall be reimbursed at the rate of five dollars (\$5.00) per call for travel expenses.
- 47.04 Travel time is considered time worked.

ARTICLE 48 – WEEKEND NIGHT SHIFT PREMIUM

- 48.01 Employees shall be paid a weekend night shift premium of one (\$1.00) dollar for all hours worked on night shifts commencing between 8:00 p.m. and 6:00 a.m. on Fridays, Saturdays and Sundays (applies until 6:00 a.m. on Mondays).

ARTICLE 49 – STANDBY PREMIUM

- 49.01 When the employer requires an employee to be available on standby during off duty hours, an employee shall be entitled to a standby premium of one (1) hour pay, at the employees regular rate of pay, for each eight and one half (8 ½) hour period or portion thereof; for which the employee has been designated on standby duty.

49.02 **An** employee on standby who reports for work shall be paid, in addition to the standby premium, compensation in accordance with the call back provisions of article 47.

ARTICLE 50 – WORKERS' COMPENSATION

50.01 When an employee is injured in the performance of their duties, or incurs an industrial illness or disease arising out of and in the course of employment and where a claim has been made pursuant to the Saskatchewan Workers' Compensation Act: the following provisions will apply:

- (i) For the period between the occurrence of the injury/illness and the acceptance of the claim by the Saskatchewan Workers' Compensation Board, the employee may access his sick leave credits.
- (ii) Upon receipt of compensation benefits from the Saskatchewan Workers' Compensation Board, the employee will restore the sick leave credits used by repaying the employer. Payment will be completed through a formal agreement between the employee, employer and the Workers' Compensation Board. The Board will forward the amount owed directly to the employer.
- (iii) Should the injury or illness not be accepted as a compensable claim by the Saskatchewan Workers' Compensation Board, the sick leave used will not be repayable.

ARTICLE 51 – COST OF LIVING ALLOWANCE

51.01 **A** general wage increase based on the percentage increase in the Consumer Price Index – Saskatchewan All Items Index, for the period of July 2005-June 2006. The percentage increase will be applied to wage rates effective June 1, 2006, prior to any negotiated wage increases that would become effective June 1, 2006. **All** calculations involved in the application of the COLA shall be rounded to the nearest cents per hour.

APPENDIX A – RATES OF PAY


Red circled rates will receive the economic increase of \$ 0.16 in a lump sum every six months beginning June 1, 2004.


Dated at the City of Regina this the 3rd day of January 2005.

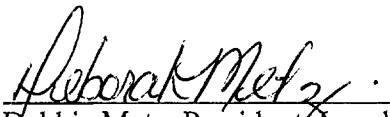
SASKATCHEWAN GAMING
CORPORATION

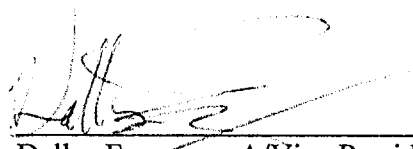
PUBLIC SERVICE ALLIANCE
OF CANADA




Marty Klyne, President and CEO


Robyn Benson, Executive Vice
President, Prairie Region


Larry Deters, Chair
Human Resources and Labour Relations
Committee

Debbie Metz, President, Local 40005


Dallas Ferguson, A/Vice President
Human Resources and Aboriginal Affairs

Dan Dreger, Bargaining Committee
Member

Rita Erickson, Casino Manager

Trent Rich, Bargaining Committee
Member

Ralph Ermel, Labour Relations
Consultant

Matt Schabel, Bargaining Committee
Member

Jim Brohman, Regional
Representative

Memorandum of Understanding

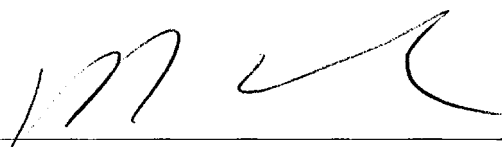
Market Supplement

The parties agree that the market supplement for the job classifications of Maintenance Mechanic, Maintenance Mechanic II, Sound and Lighting Technical positions, Casino Technician II and Casino Technicians III will continue during the term of this collective agreement.

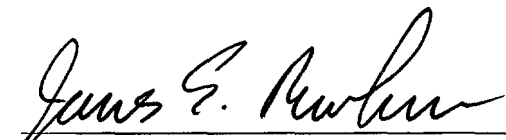
The parties further agree that the Joint Market Supplement Committee will review the jobs in comparison to the labour market on a yearly basis, no less than sixty (60) days, prior to the scheduled economic increase date. The committee will agree and recommend a premium amount for each job that is evaluated in comparison to the labour market. Where such agreement cannot be reached then the matter may be referred to an Arbitrator as per the collective agreement for determination. It is understood that the Saskatchewan Personnel Policy Secretariat must approve the market supplement on a yearly basis.

The labour market supplement will be paid out as an hourly premium and it shall be over and above and separate from the pay rates reflected in the collective agreement.

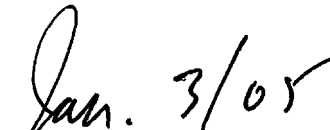
This memorandum will be effective June 1, 2003.



For the Saskatchewan Gaming Corporation



For the Public Service Alliance of Canada



Date

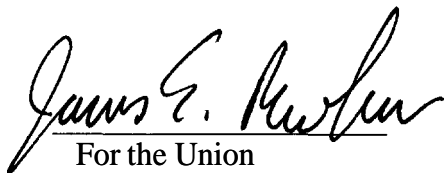
Letter of Understanding

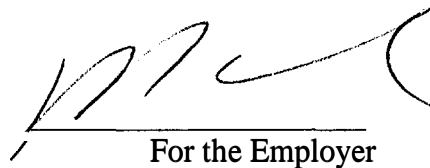
Between: The Saskatchewan Gaming Corporation (Casino Regina)
And: Public Service Alliance of Canada (Local 40005)
Re: Surveillance Systems and Performance Evaluation

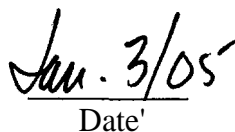
The casino industry as a whole relies strongly on surveillance equipment for internal controls, and the Saskatchewan Gaming Corporation is no exception. Each employee of the casino is well aware of the camera coverage and the control systems that are in place to monitor operations. The internal controls, which have been adopted by the Saskatchewan Gaming Corporation, have been established to ensure that the policies and procedures are being followed by all employees. Strictly ensuring that they are followed, reduces the risk to the Saskatchewan Gaming Corporation, the guests, and equally as important the employees.

Supervisors are in place to monitor most situations, however, the internal controls require the surveillance personnel to conduct regular audits of all aspects of the operation. Part of these observations are recorded in general terms and are reported at the end of the months in a format which will not identify individuals unless there have been individual concerns. When there are concerns involving certain incidents it may be brought to the supervisors attention, but only when it is felt that there is considerable risk to the Saskatchewan Gaming Corporation, the guest, or the employee. Not identifying such incidents could be viewed as neglect, on our part, to protect the assets of the Saskatchewan Gaming Corporation or guests. It also allows for the coaching of employees in areas that may need to be addressed.

It is the undertaking of the Saskatchewan Gaming Corporation to separate security considerations from performance evaluation, and therefore will rely on supervisory personnel to judge the performance of employees.


For the Union


For the Employer


Date'

Letter of Understanding

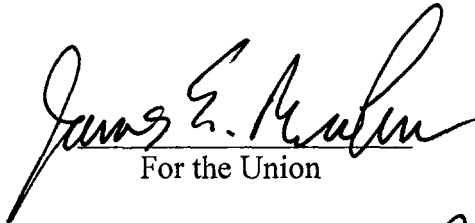
Between: The Saskatchewan Gaming Corporation (Casino Regina)

And: Public Service Alliance of Canada (Local 40005)

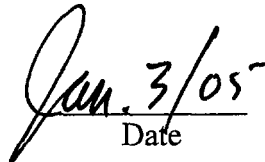
Re: Terms and Conditions of Show Lounge

The parties agree to begin negotiations to review the existing provisions of the collective agreement no later than thirty (30) days after the Saskatchewan Labour Relations Board has issued its decision regarding the application for certification currently before them.

The Parties will be confined to dealing with those issues specific to the Show Lounge Workforce and where the current articles of the collective agreement are not appropriate given the nature of the operation, they may be amended as agreed upon by the parties.


For the Union


For the Employer


Date

Letter of Understanding

Between: The Saskatchewan Gaming Corporation (Casino Regina)

And: Public Service Alliance of Canada (Local 40005)

Re: Article 22 – Acting Assignments

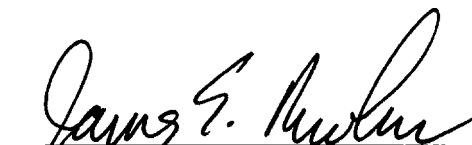
1. The parties agree that the employer policy, consistently applied since the inception of Article 22.03, is that employees will be paid the “next higher” rate from their home job when acting in a job with higher pay. E.g.; a Parking Lot Attendant at the permanent rate as of September 17, 2002, (\$11.30) is appointed to “act” as a Customer Service Representative, the “acting” pay would be the probation rate (\$11.73).
2. The parties further agree that this policy is unfair for Dealer II employees assigned to act as Table Games Supervisors, Cashiers acting as Senior Cashiers.

Therefore, effective August 1, 2002, permanent employees assigned to acting situations as a Dealer II to Table Games Supervisor and as a Cashier to Senior Cashier will be paid the permanent rate of the higher job (\$1.20 increase) and probationary employees will be paid the probationary rate (\$1.20 increase).

-And-

Permanent employees assigned to acting situations as a Slot Attendant to Senior Slot Attendant will be paid the probationary Senior Slot Attendant rate, plus an additional \$0.40/hour. Probationary employees will be paid the probationary rate.

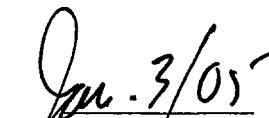
3. Lastly, the parties agree that neither will table proposals to alter Article 22 if revision negotiations take place upon the expiry of this current Collective Agreement (expiry December 31, 2005).



For PSAC



For SGC



Date

Letter of Understanding

Between: The Saskatchewan Gaming Corporation (Casino Regina)

And: Public Service Alliance of Canada (Local 40005)

Re: Scope Review

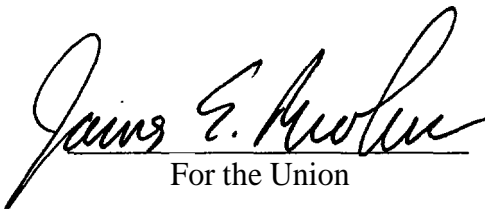
The parties agree that a joint committee shall be established to review the current scope of the bargaining unit.

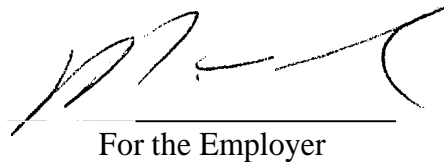
The joint committee shall consist of up to three (3) members from each of the parties. Employees who participate as committee members will receive pay in accordance with Article 6.08.

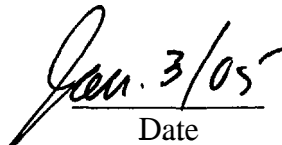
The parties agree that the joint committee shall have the authority to amend Article 2 (a), once the project is completed.

Any matters that cannot be resolved through consultation shall be dealt with as per the Saskatchewan Trade Union Act for determination.

The Committee shall commence its work within one hundred and twenty (120) days following the effective date of this collective agreement.


For the Union


For the Employer


Date

SCHEDULE A

In-Hire Permanent Rates (Incumbent)

Job Grouping	Probation Rate	Permanent Rate	Red-Circled Rate
<225			
225 (to 314) Coat Check Soft Count Assistant Parking Lot Attendant	\$10.30 \$10.30 \$10.30	\$11.30 \$11.30 \$11.30	
315 (to 404) Parking Lot Supervisor Hard Count Assistant Stock Clerk Security I (Floor)	\$11.13 \$11.13 \$11.13 \$11.13	\$12.13 \$12.13 \$12.13 \$12.13	
405 (to 494) Uniform Room Supervisor Security II (Control) Customer Service Rep. Cashier Slot Attendant Dealer I	\$11.73 \$11.73 \$11.73 \$11.73 \$11.73 \$11.73	\$12.73 \$12.73 \$12.73 \$12.73 \$12.73 \$12.73	
495 (to 584) Count Supervisor Dealer II Access & Control Assistant	\$12.33 \$12.33 \$12.33	\$13.33 \$13.33 \$13.33	\$13.59
585 (to 674) Senior Cashier	\$12.93	\$13.93	
675 (to 764) Table Games Supervisor Casino Technician I Senior Slot Attendant Maintenance Mechanic I	\$13.53 \$13.53 \$13.53 \$13.53 (\$16.50)	\$14.53 \$14.53 \$14.53 \$14.53 (\$17.50)	\$14.94 "Reviewed annually
765 (to 854)	\$14.13	\$15.13	
855 (to 934) Casino Technician II Maintenance Mechanic II	\$14.73 (\$16.50) \$18.50	\$15.73 (\$17.50) \$19.50	 *Reviewed annually
945 (to 1034) Casino Technician III	\$15.33 (\$18.50)	\$16.33 (\$19.50)	*Reviewed annually

Note: *Wage rates in bold represent market supplement rate.

In-Hire Permanent Rates (Incumbent)
\$.16/hr)

Job Grouping	Probation Rate	Permanent Rate	Red-Circled Rate
225 (to 314) Coat Check Soft Count Assistant Parking Lot Attendant	\$10.46 \$10.46 \$10.46	\$11.46 \$11.46 \$11.46	
315 (to 403) Parking Lot Supervisor Hard Count Assistant Stock Clerk Security I (Floor)	\$11.29 \$11.29 \$11.29 \$11.29	\$12.29 \$12.29 \$12.29 \$12.29	
405 (to 493) Uniform Room Supervisor Security II (Control) Customer Service Rep. Cashier Slot Attendant Dealer I	\$11.89 \$11.89 \$11.89 \$11.89 \$11.89 \$11.89	\$12.89 \$12.89 \$12.89 \$12.89 \$12.89 \$12.89	
495 (to 584) Count Supervisor Dealer II Access & Control Assistant	\$12.49 \$12.49 \$12.49	\$13.49 \$13.49 \$13.49	\$13.59
585 (to 674) Senior Cashier	\$13.09	\$14.09	
675 (to 763) Table Games Supervisor Casino Technician I Senior Slot Attendant Maintenance Mechanic I	\$13.69 \$13.69 \$13.69 \$13.69 (\$16.50)	\$14.69 \$14.69 \$14.69 \$14.69 (\$17.50)	\$14.94 *Reviewed annually
765 (to 854)	\$14.29	\$15.29	
855 (to 944) Casino Technician II Maintenance Mechanic II	\$14.89 (\$16.50) \$18.50	\$15.89 (\$17.50) \$19.50	 *Reviewed annually
945 (to 1034) Casino Technician III	\$15.49 (\$18.50)	\$16.49 (\$19.50)	*Reviewed annually

Note: *Wage rates in bold represent market supplement rate.

**In-Hire Permanent Rates (Incumbent)
Effective June 1, 2005 – 1^o (\$16/hr)**

Job Grouping	Probation Rate	Permanent Rate	Red-Circled Rate
<225			
225 (to 314) Coat Check Soft Count Assistant Parking Lot Attendant	\$10.62 \$10.62 \$10.62	\$11.62 \$11.62 \$11.62	
315 (to 404) Parking Lot Supervisor Hard Count Assistant Stock Clerk Security I (Floor)	\$11.45 \$11.45 \$11.45 \$11.45	\$12.45 \$12.45 \$12.45 \$12.45	
405 (to 493) Uniform Room Supervisor Security II (Control) Customer Service Rep. Cashier Slot Attendant Dealer I	\$12.05 \$12.05 \$12.05 \$12.05 \$12.05 \$12.05	\$13.05 \$13.05 \$13.05 \$13.05 \$13.05 \$13.05	
495 (to 584) Count Supervisor Dealer II Access & Control Assistant	\$12.65 \$12.65 \$12.65	\$13.65 \$13.65 \$13.65	
585 (to 674) Senior Cashier	\$13.25	\$14.25	
675 (to 764) Table Games Supervisor Casino Technician I Senior Slot Attendant Maintenance Mechanic I	\$13.85 \$13.85 \$13.85 \$13.85 (\$16.50)	\$14.85 \$14.85 \$14.85 \$14.85 (\$17.50)	\$14.94 *Reviewed annually
765 (to 854)	\$14.45	\$15.45	
855 (to 944) Casino Technician II Maintenance Mechanic II	\$15.05 (\$16.50) \$18.50	\$16.05 (\$17.50) \$19.50	 *Reviewed annually
945 (to 1034) Casino Technician III	\$15.65 (\$18.50)	\$16.65 (\$19.50)	"Reviewed annually

Note: *Wage rates in bold represent market supplement rate.

APPENDIX B

HARASSMENT FREE WORKPLACE

Complaint Process to ensure Zero Tolerance Policy Enforced For Complaints filed Under PSAC & RWDSU Collective Agreements with The Saskatchewan Gaming Corporation

- PURPOSE :** The Employer recognizes its obligation to provides a workplace free of harassment and agrees to work along with the Unions in promoting and educating employees and the patrons of the Employer,
- Employees have the right to be treated fairly, with respect and without harassment. Harassment in the workplace is unacceptable and against the law. It will not be tolerated in any form. Evidence of harassment will lead to appropriate disciplinary action, which may range from a verbal reprimand to suspension or dismissal.
- It is the employer's responsibility to ensure that no employee is subjected to harassment whether it is from a supervisor, co-worker or non-employee such as a client or customer.
- Harassment is illegal under the Saskatchewan Human Rights Code and the Occupational Health and Safety Act.
- DEFINITION:** **Harassment is any unwanted conduct that offends or humiliates.**
- Harassment is prohibited on the following grounds: race?creed, religion, colour, sex, marital status, sexual orientation, family status, mental and physical disability, physical size or weight, age, nationality, ancestry or place of origin, or receipt of public assistance.
- Harassment refers to behaviours that are not welcome, not wanted and that the harasser knew, or should have know were objectionable. When the harassing behaviour is subtle, there is a greater onus on the victim to inform the harasser of his/her objections to the harasser's behaviour.

Harassment may be verbal, physical, visual or psychological. It may include, but is not limited to the following:

- Jokes that cause awkwardness or embarrassment
- Display of racist, sexist or other offensive material
- Sexually suggestive or obscene comment or gestures
- Offensive sexual advances and propositions
- Unwanted physical contact such as touching, patting or pinching
- Verbal abuse, threats or intimidation
- Physical assault, including sexual assault

Lack of intent on the part of the harassers is not a defense. The impact of the behaviour on the recipient is of primary significance.

Harassment is **not** mutually accepted social banter that may occur in the work environment.

Managing and coaching that includes counseling, performance appraisal, work assignment, and disciplinary action is not a form of harassment, but is part of a manager's/supervisor's responsibility in the workplace.

RESPONSIBILITIES:

Employer

The employer will not condone harassment in the workplace and will actively work towards creating and maintaining a working environment free from harassment.

The employer will discipline appropriately any employee who engages in the harassment of another employee. Discipline may range from a verbal reprimand to suspension or dismissal.

Managers/Supervisors

All managers and supervisory staff are obligated to act quickly upon information concerning incidents of harassment. They are to be sensitive to issues relating to harassment and its effects on employees and the work environment.

Employee

Employees have a responsibility to not harass others at the workplace, and to change behaviour when they are informed that actions are considered harassment by another.

An employee who believes he/she is being harassed must tell the offender to stop. As well, the employee must notify an appropriate person in authority (e.g. supervisor, manager, Human Resource officer, senior manager) that he/she objects to this type of behaviour.

STEPS FOR EMPLOYEES TO DEAL WITH HARASSMENT:

1. Make an offender aware that his/her behaviour is unwelcome and offensive and firmly tell him/her to stop.
2. If the employee feels uncomfortable in dealing with the offender or if the harassment continues after the offender has been confronted, then the employee would advise the supervisor or Human Resources or any management personnel with who the employee is comfortable.

NOTE: A mediated resolution may be possible at this point if the complainant and alleged harasser agree to the process. The approach would be encouraged when appropriate.

3. Formal complaints should be made to an appropriate person in authority or someone who could be an advocate for and support the complainant.
4. Formal complaints must be specific and contain details such as:

Name of complainant:
Dates and times of incidents:
Alleged harasser's name:
Detail of the complaint:

PROCESS: All complaints will be investigated by person(s) trained in investigating and mediating complaints of harassment. The parties (joint harassment committees) will determine on a case by case basis whether to complete the investigation themselves or to utilize a mutually agreed upon neutral third party.

In all instances the respondent named in the complaint will be informed of the concern and given an opportunity to respond to the complaint.

Upon completion of the investigation, a written report will be provided to the Vice President of Human Resources and Aboriginal Affairs, who based on the results of the report, will:

- Make a decision regarding whether or not harassment occurred.
- Decide what disciplinary or other action should be taken.

APPEAL PROCESS:

Where either the complainant or the respondent is not in agreement with the findings of the report, or where either the complainant or respondent shows evidence that the investigation was not conducted properly, they must advise the investigator(s), with reason, in writing, within 14 calendar days of receipt of the report.

The investigator(s) shall immediately notify the parties (the employer and the union) who will determine the mechanism by which the appeal will be conducted and by whom.

DISCIPLINE :

An alleged harasser found guilty of harassment will be subject to disciplinary action, which may include termination of services.

If harassment has occurred, it will be documented in the harasser's personnel file along with the disciplinary measures taken.

Disciplinary action will not be taken against an employee who files a bona fide complaint **of** harassment. However, complaints made without fact and maliciously will result in disciplinary action against the complainant and will be documented in the complainant's personnel file.

RETALIATION:

Retaliation against any individual for reporting harassment is an offence under the Saskatchewan Human Rights Code. It will not be tolerated and should be reported immediately.

OTHER:

The investigation, and all information relating to and including the complaint, will be kept as confidential as possible. Discussion of the case will be limited to only those individuals who must be contacted to fulfill the employer's legal duty to investigate and resolve the situation. Notwithstanding the above, information relating to the investigation may be subject to subpoena for court of law or arbitral proceedings.

Nothing in the foregoing affects an employee's right to file a grievance under the terms of their collective agreement, a complaint with the Saskatchewan Human Rights Commission or Occupational Health and Safety Division, Department of Labour, or to seek compensation from Workers' Compensation Board.