

COLLECTIVE AGREEMENT

BETWEEN

ELBOW RIVER CASINO
(ELBOW GREASE MANAGEMENT LTD.)

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

Renewal: ***February 19th, 2030***

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Article 1 – Purpose of the Agreement

- 1.01 The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Employer (Elbow River Casino, Elbow Grease Management Ltd.) is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation, and negotiation.

Article 2 – Duration and Application of the Agreement

- 2.01 This Agreement shall be effective from the date of ratification (**February 20th, 2025**) and shall continue in effect until **February 19th, 2030**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Alberta Labour Relations Code.
- 2.02 Letters of Understanding may be mutually agreed to as appropriate.
- 2.03 When notice to commence collective bargaining has been served pursuant to the Labour Relations Code, this Collective Agreement shall continue to apply to the Employer and the Union notwithstanding its termination date, and shall continue in full force and effect until:
- (a) the Union commences a legal strike; or
 - (b) the Employer commences a legal lockout; or

(c) the parties enter into a new or further Agreement.

2.04 This Collective Agreement shall apply to all employees covered by this Collective Agreement.

2.05 In the event that any word, phrase, sentence, section, or article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, section or article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

2.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement and ratified by the membership. Such changes shall be in writing and duly signed by the authorized agents of the parties.

2.07 Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

Article 3 – Seniority and Employment Date

3.01 Seniority for employees shall be the length of continuous service with the Employer from the last date of permanent hire.

3.02 Employment date for all employees is defined as their first shift worked with the Employer.

3.03 Initial Seniority Lists

- (a) The Employer shall prepare seniority lists, immediately after ratification, and post them in an area accessible to all employees and furnish a copy to the Union. The seniority lists shall commence with the employee with the most service seniority and carry on downward to the employee with the least service seniority. Information on the seniority list shall include the employee name by classification and service seniority start date and classification seniority date within their classification.
- (b) An employee may dispute either seniority date by notifying the Union in writing within sixty (60) days of the posting of the seniority lists.
- (c) The Operations Manager or designate and the Union Representative will forthwith meet and discuss the seniority date(s) in an attempt to make every effort to resolve the seniority dispute.
- (d) Failing a resolution on a dispute in (c) above, the matter will be subject to the grievance and arbitration procedure. Once the grievance is resolved the employee will be slotted, in the seniority list, accordingly.
- (e) Employees' seniority dates shall be posted a second time fifteen (15) days after all disputes have been received and resolved in (d) above. This list shall be deemed final and binding with no changes allowed.

3.04 Ongoing Seniority Lists

The Employer shall prepare and post seniority lists every semi annually (on April 1st, and October 1st) provided to the Union Representative.

Article 4 – Union Recognition

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees (Dealers and Slot Attendants/Slot Count Room, Bankers, Part-time Pitbosses/Dealers) within the bargaining unit of the Union, Local 401, Alberta Labour Relations Board Certificate 146-2018.

4.02 No employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.

4.03 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union.

Within thirty (30) days from date of ratification, the Employer shall require each employee to fill out all necessary documentation to secure Union membership.

4.04 The Employer and the Union will meet semi-annually, unless otherwise agreed to by the parties, to discuss issues and share information arising from the Management of the Casino which impacts the staff.

4.05 The Union will hold up to six (6) one (1) hour orientation sessions in a mutually agreed location on location to present

and discuss the introduction of the Collective Bargaining Agreement, within sixty (60) days of the ratification of the Agreement. Employees will be paid to attend the session.

- 4.06 The Employer shall advise new employees of the fact that a Collective Agreement is in effect.
- 4.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each employee with one (1) copy. A copy of the Collective Agreement shall be provided to each employee on commencement of employment. The printing of the Collective Agreement will be processed at a unionized environment. The Union will receive two (2) quotes, which will be shared with the Employer, and the lowest quote will be selected.

Article 5 – Union Membership, Security, and Check-off

- 5.01 As a condition of continued employment, all employees hired, rehired, reinstated, or transferred (someone returning to the bargaining unit), shall be required to complete and sign an application for Union membership and authorization of a payroll deduction of monthly Union dues and initiation fees. The Employer will give this application to an employee and it will be completed on their start date.
- 5.02 During the orientation offered to new employees and within two (2) weeks of any newly hired employee's first (1st) day of work, the Employer will provide to the Union thirty (30) minutes for a meeting between the newly hired employee and the Union representative for a Union orientation on time paid for by the Employer. The Union membership application will be provided by the Employer, and must be completed on their first (1st) day of work.

5.03 During the life of this Agreement, after receiving written authorization from the employee, the Employer will deduct from the earnings of each employee covered by this Agreement, Union dues prescribed by the constitution and by-laws of the Union. On the last pay period of each month and prior to the fifteenth (15th) day of the following month, the Employer shall remit to the Union the total of the deductions made and provide a list of those members who have had Union dues deducted. The Employer will provide details to the Union in situations where no or where incorrect deductions have been made. In the unlikely event of any error, the Employer shall make corrections immediately and to the satisfaction of the Union.

5.04 The Employer will supply a list of employees covered by this Agreement upon written request ***within seven (7) calendar days of notice. If mutually agreed upon by both parties a shorter period is acceptable, a request will be reasonable.***

Seniority list – employee name, employee number, department, classification, seniority date.

5.05 The Employer agrees to forward to the Union office, on a ***quarterly*** basis, information relating to employees, including:

- (i) Name
- (ii) Addresses
- (iii) Phone Numbers
- (iv) Email Addresses (if available)
- (v) ***Social Insurance Number***
- (vi) Date of Hire
- (vii) ***Date of termination***
- (viii) Classification
- (ix) Rate of Pay

5.06 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.

5.07 Employees shall be allowed to wear Union pin(s), button(s), and insignia in accordance with Article 9.

It is understood that the Union will provide the HR Manager the proposed pin, button, or insignia forty-eight (48) business hours before it goes into use.

Should the Employer have an objection, it will so notify the Union in writing before the end of the forty-eight (48) business hours. The notice will advise that the Employer is moving the matter to expedited arbitration.

Expedited arbitration for the purposes of this Article means the matter will be put before a single, pre-determined arbitrator for a decision.

The parties will, prior to ratification, agree on three (3) arbitrators who have confirmed they are willing and able to hear the matter, and render a decision, within forty-eight (48) business hours of receiving the notice of objection from the Employer.

The parties agree that the arbitrator may conduct the hearing in person, by teleconference, in writing, or in any manner suitable to meet the timeline.

The Union will delay putting the pin, button, or insignia into use subject to the decision of the arbitrator.

Article 6 – Union Stewards and Representatives

6.01 Union Stewards

- (a) The Employer recognizes the Union's right to select Union Stewards to represent employees. The Employer and the Union will agree on the number of Union Stewards, taking into account the operational needs of the Employer and the administrative needs of the Agreement. The duties of the Union Steward shall be to assist in the reporting, investigation, and resolution of all grievances as well as disseminating bona fide information of the Union to the employees and the Employer.
- (b) The Employer agrees to recognize duly appointed Union Stewards provided that the Union has first advised the Employer in writing of the names of the Union Stewards so appointed.
- (c) The Union Steward shall not be discriminated against or disciplined for performing the duties as a Union Steward.
- (d) Both parties recognize that all employees including the Union Stewards have regular duties to perform for the Employer. Union Stewards shall be allowed, during their working hours, without loss of time or pay to leave their regular duties for a reasonable length of time to investigate, adjust, write, and present grievances or complaints, subject to the fact that this procedure shall not be abused by either party. Prior to leaving their regular duties, Union Stewards must first obtain permission from their Supervisor. Such permission will not be unreasonably withheld providing the Alberta

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

6.02 Under no circumstances shall a Union Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the direction of the work force.

6.03 Representatives

An authorized Union Representative shall have the right to interview an employee at their place of employment during breaks on matters respecting the Collective Agreement or its administration. The Employer will commit to providing the Union with a mutually agreed private space to conduct Union business when needed. The Union will provide as much notice as reasonable in the situation.

6.04 It is agreed that Union Representatives shall have access to all areas of the Employer's business where work is performed by members of the bargaining unit. This shall include, without limitation, the employee's lunch and break rooms for the purpose of carrying on legitimate Union business.

The Union Representative shall notify the Operations Manager or designate if the Union Representative requires access to restricted, non-public areas of the Casino.

6.05 The Employer agrees to cooperate with the Union when employment related documents are requested. The Employer recognizes the need to provide such documents to the Union in a timely manner so that the Union may exercise its representational rights and obligations.

When making a request for documents in excess of twenty-five (25) pages, the Union agrees to reimburse the Employer eighteen (\$0.18) cents per page for documents produced pursuant to this **article** or pursuant to any other request.

Article 7 – Employee and Management Rights

- 7.01 The Management and control of the Employer's operations and the direction of the work force, including, but not limited to, the right to hire, direct, schedule, supervise, promote, demote, lay-off, suspend, or otherwise discipline or discharge any employee for just cause, are the exclusive right of the Employer.
- 7.02 The parties agree that all the functions, rights, personnel pay practices, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Management of the Employer.
- 7.03 Subject to its duty to act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole, the Elbow River Casino may exercise Management rights which are not expressly limited by this Collective Agreement.
- 7.04 The Employer recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Employer recognizes the following employee rights:
- (a) The right to translation if necessary.
- 7.05 Investigations of a serious nature shall have a Union Representative present.

In addition, and because serious misconduct is at issue, employees whose behaviour is being investigated shall be advised of their right to counsel at the earliest stages of any investigation.

Employees who accuse other bargaining unit members of serious misconduct shall provide written statements. These statements shall be provided to the Union early during the course of the investigation.

Article 8 – Discipline and Discharge

8.01 No employee shall be disciplined or discharged except with just cause including violations of Alberta Gaming and Liquor Commission Regulations.

8.02 A Union Steward or a Union Representative shall be present at the time of discipline and in disciplinary meetings. For meetings that relate to serious discipline in excess of a warning the Union Representative shall be present.

Union Representatives and Stewards shall be readily available. Readily available means the appropriate representative as above can be contacted to be on site within one **(1)** calendar day. A Union Steward called in to attend a disciplinary meeting shall be paid the greater of all time worked or three (3) hours at their regular hourly rate.

Any employee who wishes to be unrepresented by a Shop Steward or Union Representative may only do so after consultation with a Shop Steward or Union Representative.

8.03 Where an employee is disciplined or discharged and the Employer wishes to rely in whole or in part on surveillance

evidence in asserting just cause in an arbitration, the Union Representative, its counsel, or Director, upon request, shall be allowed to view, hear, or scrutinize that evidence.

8.04 Employee reprimands or suspensions shall remain in the employee's confidential file as follows:

Verbal and Written Discipline – six (6) months

Suspension – twelve (12) months

Should an employee commit any further action of the same nature resulting in discipline while under active discipline, the time limits will reset.

8.05 Employees may request to see their file once per year or in the event the contents are required for grievance or legal proceedings.

Requests to view their file must be made in writing to the Human Resource Manager or designate at least two (2) business days prior to the date on which the employee wishes to see their file.

The file may be viewed in the Human Resource office and may not be removed from the premises. The Employer will provide a copy of the documents requested by the employee. If the number of copies requested exceeds twenty (20) pages, the employee may be charged eighteen (\$0.18) cents/page for any pages in excess of that number.

The employee may have a Union Steward or Union Representative present to view the file.

Article 9 – Alberta Gaming and Liquor Commission Terms and Conditions and Operating Guidelines

- 9.01 It is understood that the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines form the basis of license by which the Corporation must operate.
- 9.02 The parties agree that the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines will be followed and adhered to. Employees violating these guidelines may be subject to discipline up to and including termination.
- 9.03 The Employer shall not discipline or invoke a penalty of any kind in respect of employees who have reported, in good faith, legitimate improprieties and/or breaches arising from the Alberta Gaming and Liquor Commissions' Terms and Conditions and Operating Guidelines and/or other obligations.

Article 10 – Layoffs and Recall

- 10.01 In the event of a temporary layoff, the Employer will advise the employees of necessity of layoffs.
- The eligible employee will be entitled for all benefits until the end of the month in which the layoff occurred. Such benefits shall be provided at no cost to the employee from the date of layoff.
- 10.02 In the event of a permanent layoff, the Employer will provide termination pay in accordance with the Employment Standards Code.

10.03 When the Employer identifies that a layoff is required, the Employer will meet with the Union to discuss and make every reasonable effort to lessen disruption to the employees. The Employer will identify departments in which the layoffs are to occur, the required skills reasonably necessary to be maintained, and the number of positions to be eliminated.

The Employer will then meet with each affected employee with a readily available Union Representative, as defined in Article 8, and present the options available to the employee. The employee will be required to elect their option within forty-eight (48) hours.

The Union recognizes the Employer's responsibility to maintain the best possible workforce to ensure the efficient and productive operation of its business, subject to the provisions of the Collective Agreement.

10.04 In the event that a layoff is required, the employee with the least seniority within the department shall be the first displaced having consideration for the skills required as per Article 10.03.

10.05 If the number of positions in the department affected by layoff is to be increased, employees shall be entitled to be recalled to their previous positions. Employees will be recalled to their previous position by order of their department seniority. Upon refusal, the next most senior employee on the recall list will be contacted. The method of contact will be by double registered mail.

An employee being recalled must return to work within seven (7) days of receipt of the double registered mail, except in the cases of illness/injury (evidence of illness or injury will be required) or vacation (as long as the employee has notified

the Employer of the absence). Employees with medical evidence will be given the seven (7) days notice period upon clearance for return to work. Employees on vacation will be given the seven (7) days notice period upon the previously provided date of return from vacation. If the employee refuses the recall they will no longer have recall rights. The mandatory recall period will be effective for six (6) months following the layoff.

10.06 Postings During Layoffs

- (a) New employees shall not be hired into a department while employees are on layoff from that department.
- (b) Laid off employees will have the opportunity to also apply for any posted positions for which they are qualified.
- (c) Notwithstanding the Union's natural right to such information, the Employer explicitly agrees to provide all information on the posting and filling of vacancies to the Union, including without limitation, the following:
 - (i) A copy of the posted vacancy;
 - (ii) The names, seniority dates, and qualifications of all applicants; and
 - (iii) The names, seniority dates, and qualifications of the successful applicant.

Article 11 – New Classification

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

Article 12 – Job Posting

- 12.01 In the event a vacancy occurs, the Employer will post such vacancies for a minimum period of ten (10) days in order to allow employees to apply.
- 12.02 Job postings shall identify the nature of the work to be performed, the hours of work, the shifts being offered, and the requirements of the position. Job postings shall be posted on the bulletin board directly outside of the lunchroom. The Employer has the right to establish the experience and educational requirements, and general abilities, provided these criteria are reasonable.

- 12.03 An employee who is absent and interested in potential vacancies must notify the Human Resource Manager before the absence commences and include updated information on experience and qualification and contact information.
- 12.04 If there are no applications from the employees, or no applicant is found that meets the requirements in Article 12.05, the Employer will fill the vacancy in such a manner as it determines.
- 12.05 Vacancies shall be filled on the basis of seniority, provided skills, qualifications, ability, and performance are sufficient to meet the Employer's needs for the position.
- 12.06 If the employee's performance is not sufficient during their trial period, they will be returned to their previous position as per Article 13.02 Trial Period.
- 12.07 If Management deems it is necessary to fill a vacancy in the same classification within sixty (60) calendar days of the appointment, Management may either select a candidate from the applicants from the initial posting or post. If Management deems it is necessary to fill a vacancy after sixty (60) calendar days, Management will be required to post.
- 12.08 Upon request by an applicant, the applicant will receive a meeting and an explanation will be provided as to why they were unsuccessful.

Article 13 – Probation Period/Trial Period/Evaluation

13.01 Probation Period

All new employees of the Elbow River Casino shall have a probationary period of ninety (90) days.

This probationary period will be credited towards continuous service on the pay scale.

During this probationary period employees may be terminated at any time without recourse to the grievance procedure or any other remedy.

Any extensions of the probationary period shall require the approval of the Employer and the Union.

The Employer will have termination pay available for the employee within ten (10) days of the date of termination.

13.02 Trial Period

All current employees of the Elbow River Casino shall have a trial period when promoted to a position within the bargaining unit. The trial periods shall be as follows:

Part-time Pit Bosses – Seven hundred twenty (720) hours, with an evaluation at three hundred sixty (360) hours to determine progress and identify areas that need improvement.

During this trial period employees may be reverted to their previous position or may choose to revert. They will be credited for their seniority upon their return.

Any extensions of the trial require the approval of the Employer and the Union.

13.03 Dealers – Learning New Games

Training is offered on an as need basis. For dealers learning new games the following trial periods shall apply:

Baccarat – Up to eighty (80) active hours, with an evaluation after forty (40) active hours;

Roulette – Up to one hundred twenty (120) active hours, with an evaluation after sixty (60) active hours;

Poker – Up to eighty (80) active hours, with an evaluation after forty (40) active hours;

Pai Gow with Tiles – Up to one hundred twenty (120) active hours, with an evaluation after sixty (60) active hours;

Craps – Two hundred (200) active hours, with an evaluation after one hundred (100) active hours.

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

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

Article 14 – Grievance Procedure

14.01 Any difference between the parties to, or the persons bound by this Agreement as to its interpretation, application, administration, or alleged violation shall be considered to be a grievance.

Step 1

Grievances shall be brought within fifteen (15) calendar days of an employee knowing or reasonably knowing about the matter giving rise to the grievance.

Grievances can be brought by employees (through Union Stewards or Union Representatives), Union Stewards, Union Representatives, or the Employer. They may be brought directly to their Supervisor (Pit Boss for Gaming bargaining unit employees; Slot Supervisor for Slot bargaining unit employees). The employee may choose to have a Union Steward present.

The parties shall make reasonable efforts to discuss and resolve grievances.

Step 2

If unresolved within fifteen (15) calendar days of being brought to the attention of the responding party, the grievance shall be put in writing. Within fifteen (15) calendar days of the grievance having been put in writing, the Games Manager or designate in the case of Gaming employees; or Slot Manager or designate in the case of Slot employees and Union Representative shall meet and make efforts to resolve the matter. During this time frame the Employer's response to the grievance shall be put in writing and provided to the Union

Representative. If a meeting is arranged, the written response shall be fifteen (15) calendar days from the date of the meeting.

Step 3 - Arbitration

If a settlement is not reached at Step 2, the Union may refer the grievance to an Arbitration Board by notifying the Employer in writing within twenty-one (21) calendar days of receipt of the written response at Step 2.

Written notice of moving a grievance to arbitration shall be directed to the Operations Manager or designate and include the name, address, and business phone number of the referring parties' appointed member of the **Arbitration Board**.

The recipient of the notice shall, within twenty-one (21) calendar days, advise the other party of the name, address and business phone number of its appointed member of the **Arbitration Board**.

The two (2) appointees shall, within twenty-one (21) calendar days of the appointment of the second of them appoint a third person who shall be the Chairman.

If the appointees fail to agree upon a Chairman within the time limits (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.

The Arbitration Board shall hear the circumstances of the grievance and shall issue a decision. The Arbitration Board shall not have jurisdiction to alter, add to, subtract from, modify, amend, or change any provision of this Agreement or

to deal with any matter not covered by this Agreement, but may, however, interpret its provisions.

The decision of the majority of an Arbitration Board shall be the decision of the Board, but if there is no majority decision, the decision of the **Chairman** shall govern. The decision shall be final and binding upon both parties.

Each party shall bear the expenses their appointee and the expenses of the Chair shall be shared equally by the parties.

14.02 Policy Grievance

The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of the Agreement which seeks to enforce an obligation to the Employer to the Union or the Union to the Employer.

A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within twenty-one (21) calendar days of the date they became aware of, or **reasonably** should have become aware of, the occurrence prompting the difference, notice of the act causing the grievance.

14.03 A grievance concerning the discharge of an employee shall be brought and submitted directly at Step 2 within fifteen (15) calendar days from the termination date.

14.04 Time limits at any step of the procedure may be extended by mutual agreement in writing between the parties.

14.05 The Union may, by notice in writing, withdraw the grievance at any stage of this grievance procedure.

Article 15 – Technological Change

15.01 Definition

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

15.02 Advanced Notice

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

15.03 New Classifications

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

15.04 Training

Where the Employer requires new or greater skills, such employees as approved by the Employer shall, at the expense of the Employer, be provided with appropriate training.

15.05 Employment Security

Employees displaced by technological change shall fall under the conditions of Article 10.

Employees displaced who are unable to perform any other role within the casino will receive notice in accordance with the provisions of the Employment Standards Code as identified in Article 10.02.

Article 16 – Equipment and Tools

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

16.02 Sit Stand Stools

The Employer agrees to purchase three (3) Sit Stand Stools to be used in the Pits for a trial period of three (3) months from the date Stools are put into use.

Sit Stand Stools are to be used only when there are no players at the table.

Employees will be advised on use of Sit Stand Stools after the signing of the Collective Agreement.

New employees will be advised on use of Sit Stand Stools as part of the orientation process.

During the trial period the use of the stools will be evaluated for:

- Amount of time appropriately utilized by employees;
- Optimum location of stools when in use and when not in use;
- Ease of storage of stools when not in use and access to them when needed;
- Hazards such as tripping etc.;
- Opinion of staff using them;
- Impact on performance.

The evaluation will be conducted by the Games Manager with input from the staff.

A written evaluation will be prepared at the end of the trial period and submitted to the Health and Safety Committee.

The Health and Safety Committee will make a recommendation to Management on the continuation or discontinuation of the use of the Sit Stand Stools.

(a) Other Areas

1. Anti-fatigue mats that are damaged or worn to the point of disrepair, as identified through this process, shall be replaced. The areas should include:
 - At the games table for Dealers; and
 - In the slot bank, **slot count room**, and slot/poker cage work stations.

2. The Health & Safety Committee will investigate other identified areas for the ergonomic improvements, and make recommendations for the Employer to implement reasonable actions to address those areas.

Article 17 – Name Tags and Key Cards

- 17.01 The Employer is responsible for the cost of name tags and key cards required by the Employer.
- 17.02 Employees will be charged for replacement name tags and key cards on a cost recovery basis.

Article 18 – Bulletin Board

- 18.01 The Employer acknowledges the right of the Union to have a bulletin board at the Employer's facility for its exclusive use. The Union bulletin board already in use shall remain at its current location. Only the Union shall have a key to the bulletin board. The Union shall be allowed to post any matter relating to legitimate Union business.

Article 19 – Substance Abuse

- 19.01 Substance abuse is recognized as a serious medical and social problem that can affect employees and may indicate a condition that requires accommodation. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees with recovery from addictions.

19.02 The Employer will provide appropriate referrals to employees for counselling services or treatment and rehabilitation facilities.

Article 20 – Respect, Dignity, and Non-Discrimination

20.01 The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, or sexual orientation.

Neither the Employer nor the Union or its members will discriminate in any manner against any employee because of support or non-support of the Union.

20.02 The Employer and the Union recognize the requirement for respect, dignity, and fairness for all employees and the right of the employees to work in an environment free from harassment.

The Employer agrees to investigate and resolve all allegations in a timely manner.

20.03 Sexual Harassment

The Employer has zero tolerance for Sexual Harassment. Sexual Harassment can be expressed in many ways from very subtle to very obvious, through any of the following:

- Suggestive remarks, sexual jokes, or compromising invitations;
- Verbal abuse;

- Visual display of suggestive sexual images;
- Leering or whistling;
- Patting, rubbing, or other unwanted physical contact;
- Outright demands for sexual favours; and
- Physical assault.

Article 21 – Leave of Absence

Unless otherwise stated in this **Article**, the following Leaves of Absences shall be unpaid:

21.01 General Provisions Governing Leaves of Absence

The Leaves of Absence in this **Article** will be in accordance with the Employment Standards Code provisions effective June 11th, 2018 and will not be reduced due to a legislative change for the life of this Collective Agreement.

Unless otherwise stated in this **Article**, the following shall apply to all Leaves of Absences:

At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement.

Unless otherwise stated in this **Article**, employees with at least ninety (90) days of employment shall be entitled to all legislated Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) may be granted at the Employer's discretion.

Before taking a Leave of Absence, an employee must give the Employer as much notice as required by the Code or, if it is not defined in the Code, as much notice, as is reasonable and practicable in the circumstances.

Unless otherwise stated in this **Article**, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:

- Returned to the position they held prior to taking the Leave; or
- Provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the Leave.

21.02 Bereavement Leave

- (a) In the event of the death of an employee's spouse, partner, child (including current step-child), mother, father (including mother-in-law, father-in-law, current step-parents), sister, brother (including step-sister or step-brother), grandparent, grandchild, the employee shall be granted an excused absence of up to five (5) days without loss of pay for scheduled shifts during that time for the period commencing with the date of death, at the employee's regular straight time hourly rate of pay.
- (b) In the event of the death of an employee's current son-in-law, daughter-in-law, current brother-in-law or sister-in-law, legal guardian, grandparent of a spouse, aunt, uncle, niece, or nephew, the employee shall be granted an excused absence of one (1) day without loss of pay

for scheduled shifts during that time for the time period commencing with the date of death and ending with the second calendar day after the day of the funeral, at the employee's regular straight time hourly rate of pay.

- (c) Additional time may be granted without pay and such time will not be unreasonably denied.
- (d) The Employer reserves the right to request proof of death and relationship.

21.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a half (1/2) day of Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

21.04 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' Compassionate Care Leave.

21.05 Critical Illness Leave

Employees shall be entitled to up to thirty-six (36) weeks' Critical Illness Leave for a child and up to sixteen (16) weeks' Critical Illness Leave for an adult.

21.06 Death or Disappearance of a Child Leave

Employees shall be entitled to up to fifty-two (52) weeks' Death or Disappearance of a Child Leave and up to one hundred four (104) weeks' Death or Disappearance of a Child Leave if the child has died as a probable result of a crime.

21.07 Domestic Violence Leave

Employees shall be entitled to up to ten (10) days' of Domestic Violence Leave.

21.08 Long-term Illness and Injury Leave

Employees shall be entitled to up to sixteen (16) weeks' Long Term Illness and Injury Leave.

21.09 Maternity and Parental Leave

Maternity Leave

Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery. A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Division.

An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Employer and provided a medical certificate indicates that resumption of work will not endanger ***their*** health.

Parental Leave

Employees shall be entitled to either:

- (i) Standard parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after

the child is placed with the adoptive parent for the purpose of adoption; or

- (ii) Extended parental leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one (1) of the employees or shared by the employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to both or more than one (1) employee at a time if so requested.

Notwithstanding the cessation or suspension of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave or because the employee is entitled to Maternity or Parental Leave.

21.10 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) days' Personal and Family Responsibility Leave.

21.11 Reservist Leave

Employees shall be entitled to up to twenty-six (26) weeks' Reservist Leave.

21.12 Jury and Material Witness Leave

An employee called for jury duty must immediately provide written proof of the days for which they serve on the jury. The employee will be paid the wages they would have earned if

they were scheduled to work less any money received from the Court. Proof of the amount paid to the employee by the Court must be provided to the Employer and the equivalent amount will be deducted from the employee's regular wages.

If there are three (3) or more hours remaining in the workday the employee is required to attend work unless the jury on which they are serving is sequestered.

Witness Duty – an employee summoned to appear as a witness must immediately provide written proof of the notice to serve and the dates on which they are required to attend Court. They must also provide proof of the period served. The employee is not eligible for payment of wages for time lost to serve as a witness.

If there are three (3) or more hours remaining in the workday the employee is required to attend work.

21.13 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process.

21.14 Union Leave

The Employer agrees to pay employees for the following Union Leaves requested in writing by the Union and bill the Union accordingly for the wage and benefit cost. Employees on Union Leave of Absence shall be credited for seniority based on what they would have received had they been at work. Time on Union Leaves shall be considered as time worked for all purposes under this Agreement.

(i) Union Office

To an employee for Union Leave as designated by the Union. Such Leave shall be for a maximum of one (1) year to serve in an official capacity with the Union. As much written notice as possible shall be provided, provided that it is not less than thirty (30) days' notice.

(ii) Negotiations Leave

To employees appointed by the Union to participate in collective bargaining to a maximum of eight (8) employees with the following breakdown:

Gaming

- Two (2) employees on day shift;
- Two (2) employees on night shift;
- One (1) employee on graveyard shift.

Slots

- One (1) slots employees on day shift;
- One (1) slots employee on night shift;
- One (1) slots employee from the count room.

(iii) Union Participation Leave

To employees designated by the Union to attend Union-related education courses, training, seminars, meetings, conventions, conferences, and member engagement initiatives.

Depending on the demands of the operations, time off work without pay may be granted to up to two (2) members at any one time in Gaming and up to one (1) member in Slots at any one time for Union business.

Requests for Union Leave must be made in writing and the start and end dates of the leave to the Operations Manager or designate at least seven (7) days in advance of the desired start date of the leave.

Requests for Union Leave will not be unreasonably denied.

21.15 General Leave of Absence

Employees shall be considered for **Leaves of Absence** without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. The duration of the Leave of Absence shall be granted based on the need expressed by the employee, subject to operational requirements. Requests will not be unreasonably denied.

Article 22 – Travel Allowance

22.01 The Employer will pay at the appropriate Corporate rate for all authorized kilometres driven by an employee in their own automobile on prior approved Employer's business.

Article 23 – Payment of Wages

23.01 The payment of wages is bi-weekly via electronic funds transferred directly to the employee's bank account.

23.02 Elbow River Casino is committed to the early resolution of payroll discrepancies. Employees are encouraged to bring forward any payroll concerns to their Games Manager or Slots Manager.

23.03 Should there be major problems with an employee's cheque; i.e. cheque not issued or vacation pay missing, the Employer will, as soon as possible and using best efforts, issue a cheque to remedy the problem. The payment shall be made no less than forty-eight (48) business (Monday through Friday exclusive of recognized holidays) hours from the time the Employer was made aware.

23.04 Termination Pay

An employee is entitled to termination pay in accordance with the Employment Standards Code if their employment terminates because of a receivership or closure.

23.05 The Employer will have termination pay available for the employee within ten (10) days of the date of termination.

Article 24 – Cessation or Sale of Operations

24.01 In the event of a planned permanent shut-down, the Employer will meet with the Union thirty (30) days prior to the shutdown to discuss the contemplated closure and the potential effect of bargaining employees.

Article 25 – Hours of Work

25.01 Employees must be available to work day and night shifts and weekends as required by the Employer.

Each department will establish a workday for each employee. Any exceptions require the approval of the Employer.

There shall be an interval of not less than eight (8) hours between scheduled shifts for the employee. An employee who is not allowed an eight (8) hour interval between scheduled shifts shall be paid at the rate of time and one half (1 ½ X) for the time worked prior to the ending of the eight (8) hour intervals.

Shifts which commence on one (1) calendar day and extend past midnight on the next calendar day are considered to be shifts worked only on the calendar day on which the shifts commence.

25.02 Rest Periods

Employees will be provided with regular rest periods during the course of the work day. Rest periods shall be as follows:

Effective Date of Ratification:

- (a) Dealers will not work more than sixty (60) minutes without a minimum fifteen (15) minute rest period unless there are extenuating circumstances. Thirty (30) minutes of rest periods are allowed for periods exceeding five (5) hours and are unpaid.
- (b) Slots employees are allowed two (2) fifteen (15) minute unpaid rest periods or one (1) thirty (30) minute unpaid rest period per shift.
- (c) For the "Graveyard shift," the employees will receive no fewer rest periods than what is currently offered. Thirty (30) minutes of rest periods are allowed for periods

exceeding five (5) hours and are unpaid. The employee and the Pit Boss will arrange employee breaks on a per shift basis.

Effective 1st Anniversary of Date of Ratification:

- (a) Dealers will not work more than sixty (60) minutes without a minimum fifteen (15) minute break unless there are extenuating circumstances. One (1) fifteen (15) minute rest period will be unpaid.
- (b) Slots employees are allowed one (1) fifteen (15) minute paid rest period and one (1) fifteen (15) minute unpaid rest period. Employees may take their rest periods in two (2) periods or in one (1) period per shift.
- (c) For the “Graveyard shift,” the employees will receive rest periods as was the custom on date of ratification. One (1) fifteen (15) minute rest period is unpaid. The employee and the Pit Boss will arrange employee rest periods on a per shift basis.

Effective 2nd Anniversary of Date of Ratification:

- (a) Dealers will not work more than sixty (60) minutes without a minimum fifteen (15) minute paid rest period unless there are extenuating circumstances.
- (b) Slots employees are allowed two (2) fifteen (15) minute paid rest periods or one (1) thirty (30) minute paid rest period per eight (8) hour shift.
- (c) For the “Graveyard shift,” the employees will receive rest periods as was the custom on date of ratification.

All rest periods are paid. The employee and the Pit Boss will arrange employee rest periods on a per shift basis.

Rest period times noted above may be adjusted in length, by mutual agreement between an employee and **their** Supervisor, as long as the total rest period time in a shift does not exceed the rest period time for that shift.

25.03 Employees shall not work split shifts.

25.04 Dealers may request extra shifts by advising the Supervisor of their availability on specific days or by calling the Supervisor prior to the shift they are available to work. Such requests do not guarantee access to extra shifts.

25.05 Dealers may switch shifts with another Dealer by making such requests to the Supervisor. The Supervisor will advise if the trade is approved or not. If the trade is approved, the employees will sign the Shift Change Notebook.

Slot employees must complete a Shift Change Request Form no less than forty-eight (48) hours before the desired shift trade and submit it to the Supervisor.

25.06 Early Out

Employees requesting **Early Out** can add their name to the **Early Out** list at check in time or any time during their shift. The current practice and location of the list will continue.

The Employer will then use the **Early Out** list to determine which employee(s) will go home.

Employees will go home on first come, first serve basis according to the list, subject to the remaining employees

having the skill and ability to fulfil the remaining duties. In case of disputes, selection will be done by seniority.

Exceptions to first come, first serve may be made in some circumstances such as:

- If the employee request would put the Employer into an overtime situation.
- If the request is made due to illness or personal emergency that can only be dealt with by the employee, the employee will default to the top of the list.
- If two (2) employees wish to take **Early Out** together, the request may be granted to one (1) or the other depending on operational needs or may be delayed until such time as both employees can leave together.

If insufficient numbers of employees take Early Out, the Employer may require employees to take Early Out starting with the lowest seniority person subject to the remaining employees having the required skills and ability to meet the needs of the operation.

25.07 Extra Time Double Shifts – Days

Employees requesting a double shift can add their name to the double shift list before 5:00 p.m. of their shift. The current practice and location of the list will continue.

The Employer will then use the double shift list to determine which employee(s) will be asked to stay.

The Employer will continue the practice of offering shifts on a first come, first serve basis according to the list.

Such determination shall be made subject to the employees having the skill and ability to fulfil the duties.

In the case of a dispute, all things being equal, the opportunity will go to the most senior employee.

Double shifts requests that put the Employer into an overtime situation will be allocated taking into account the need to minimize overtime for the Employer.

Early Call In – Night Shift, Graveyard Shift

The Employer will first call employees already scheduled for that shift to come in earlier.

The employees interested in being called if they are not scheduled to work will put their names on a list maintained by the Employer. The Employer will call the most senior person on the list that has the required skills and abilities.

The Employer will not be obligated to utilize a person if, by doing so, the Employer would incur overtime.

Night Shift Staying for Graveyard Shift

Employees interested in staying for Graveyard shift may sign up by putting their names on the list in the Poker Room.

If more employees are interested than are required, the interested employees will draw cards to determine who can work the shift.

If there are more employees than needed, and more employees are to be released than the Employer can let **go**, the decision will be made by the employees drawing cards.

Pickup Shifts

Employees who wish to pick up shifts may do so by advising their Supervisor of their interest in, and availability for, extra shifts.

If the Employer is short staffed, the employee may only pick up shifts from the Casino.

If the Employer is fully staffed, employees may pick up shifts from other employees provided it does not create an overtime situation for the Employer.

25.08 Overtime

Overtime is paid at one and one half (1 ½ X) times the employee's regular rate of pay for time in excess of eight (8) hours/day or forty-four (44) hours per week.

All overtime must be authorized by the Employer prior to it being worked.

Article 26 – Scheduling

26.01 General Provisions

At hire, employees identify the number of shifts or days per week they prefer to work. The Employer advises the potential employee of shifts available. Employees work shifts as determined by their preference and Employer needs at the time.

All games need to be covered for all shifts which may require changes to days of work to meet the fluid nature of operational needs.

'Black out' times are those periods during which vacation will not be scheduled.

'Prime time' refers to preferred periods of time during which many people request time off such as summer and Christmas time.

Seniority applies within **each department** for scheduling purposes.

Approved Vacation is a block of time during which the employee is not available to work. Employees submit request for vacation during the annual vacation planning process.

Requests for time off outside of approved vacation are dealt with on a case by case basis.

Request for vacation time and other absences must be **completed on the Employee Self-Serve (ESS) portal program.**

26.02 Scheduling Process

The Gaming department will assign blocked shifts to the employee at the time of hire. The employee will work the same blocked shifts every week unless the shifts are changed for operational needs. Three (3) times a year the employees will bid on the blocked shifts pending the employee's seniority.

The Employer determines the shift blocks taking into consideration operational needs. The Employer will post the new shift blocks three (3) weeks prior to when the bidding process occurs.

The Employer can change requested days off (not pre-approved vacation leaves) to meet but not increase or decrease the employee's hours normally worked. The employee with the lowest seniority with the game(s) required will be the first to be moved.

Slots employees are told at hire the days of the week and the start and end time of their shifts. They work the same schedule every week.

Slots employees work a set schedule which is posted two (2) weeks in advance.

26.03 Employer Initiated Changes to Regularly Scheduled Shifts

Should the Employer need to alter the employee's shift(s) after the schedule is posted it does so by notifying the employee verbally at least forty-eight (48) hours in advance, except in cases of emergencies, and noting the change on the published schedule.

For Slots employees: When the Employer needs a shift covered, ***they will*** ask employees who are not already scheduled to work that day.

26.04 Employee Initiated Changes to Regularly Scheduled Shift

Gaming Employees

An employee may request a specific day off, or combination of two (2) consecutive days off, in advance of the schedule being completed, **and approved by the Games Manager and/or Supervisor**. Granting of request is subject to operational requirements as determined by the Employer but requests will not be unreasonably withheld.

Changes of this nature may result in changes in days off to accommodate the employee request.

Employees can trade shifts (per Article 25.05 Hours of Work) as long as there is the required games coverage and it does not result in overtime for the Employer.

Employees who wish to take vacation must indicate the requested time during the annual vacation planning process.

Employees who wish to take time off for any reason other than vacation must indicate the requested time and reason on the **Employee Self-Serve (ESS) portal**.

Slots Employees:

Slots employees who wish to switch shifts must both complete the appropriate form and give it to the **Slots Manager**. Switches need to be done in the same week.

Employees who wish to take time off for any reason other than vacation must indicate the requested time and reason on the **Employee Self-Serve (ESS) portal**.

Cancellations

Employees calling to cancel a scheduled shift must do so on the following basis:

- Day Shift – employee must call at least one (1) hour prior to the beginning of day shift.
- Night Shift – must call at least three (3) hours prior to the beginning of the evening shift.
- Graveyard Shift – must call at least three (3) hours prior to graveyard shift.

26.05 Days of Work for Sick Leave, Personal Days

Sick days and other types of leave are counted as the scheduled days not worked in the month in which the time off occurred.

Article 27 – Temporary Assignments Within the Bargaining Unit

27.01 An employee temporarily assigned by the Employer to a job classification will receive the higher of the two (2) rates of pay in accordance with the wage provisions of the Collective Agreement.

27.02 An employee who is temporarily assigned by the Employer to a lower rated classification will maintain their rate of pay in effect at the time of such assignment for the duration of the assignment.

Article 28 – Work Outside the Bargaining Unit

28.01 An employee who takes a permanent excluded position may be returned or choose to return to their former included position within **three (3)** months. The employee shall not have Collective Agreement coverage, or pay Union dues, for the **three (3)** month period and shall not accrue but shall maintain their seniority during that time.

28.02 An employee who agrees to take an excluded position on a temporary basis shall continue to be covered by the Collective Agreement and shall accrue their seniority. If a temporary position is for more than thirty (30) consecutive days the employee shall be given the option of returning to the bargaining unit on the thirtieth (30th) day. After the thirtieth (30th) day of a temporary excluded assignment the employee shall not be covered by the Collective Agreement, or pay Union dues, but the employee shall be allowed to return to the bargaining unit at the end of the assignment with their seniority maintained. No temporary position shall exceed twelve (12) months without the permission of the Union.

28.03 Employees who are asked to take a permanent excluded position, or a temporary excluded position, shall be apprised of the above provisions before they accept any such arrangement. The full-time Union Representative or their designate, responsible for the administration of the Collective Agreement, if readily available (as defined in Article 8), shall be present.

Article 29 – Advanced Games Training

29.01 Dealer Training

Training classes as may be required for business purposes will be available to all dealers who have been employed a minimum of three (3) months. Newly hired experienced multi-game dealers will be eligible for other game training after one hundred eighty (180) hours of employment. If the Employer requires an employee to take courses, the employee will be compensated for all approved costs.

29.02 Advanced Games Training

The Employer will pay all hours spent training at their regular rate of pay for the following games: Roulette, Pai Gow Tiles, Poker, and Craps.

Hours spent training shall be credited towards seniority or accrued as time worked on the pay grids. An employee shall receive overtime pay in the event training and hours worked combined exceed eight (8) hours a day and/or forty-four (44) hours a week.

29.03 When a game is removed, employees that are on probation for that game will not be required to complete the probationary period for the game to receive the games rate increase provided their last performance appraisal for that game had a rating of satisfactory or higher. If the employee had not yet received a performance appraisal, they will be evaluated and given the rate increase based on the outcome of the performance appraisal for the game as indicated above.

29.04 Gaming Excellence

The Employer is committed to maintaining a standard level of competency for its staff and will provide training to maintain that standard where required.

The Employer also understands the need for growth in dealer game knowledge to accommodate staffing needs, as well as a desire for staff to improve their own game knowledge, and will provide training for staff on an as-needed basis.

If there are more applicants than space available for the scheduled training:

- (a) The Employer will post the notice of a training opportunity and the location of the training thirty (30) days prior to its scheduled start date.
- (b) When an employee signs up for the training they will receive a pamphlet to study from for the entrance exam.
- (c) The Employer reserves the right to designate up to three (3) employees in a class of ten (10) to take the training with the balance of spots available to interested applicants.

In the event there are more applicants than openings for non-Employer designated applicants, the openings will be filled as follows:

1. The Employer will look at all passing marks for the entrance exam.
2. Of the employees with the passing marks – seniority will be used to determine how the open slots are filled.

Training Model:

The Employer will set training, taking into account operational needs, in alignment with Article 26 – Scheduling.

- (a) Employees will be expected to devote up to forty (40) hours a week to training until training is completed.
- (b) All hours spent in training will continue to count towards seniority.

- (c) The Employer will pay employees their regular wage while they are participating in training.
- (d) An employee is expected to attend all required/scheduled training sessions required.
- (e) If there are more applicants than non-Employer designated spots, up to two (2) additional employees may voluntarily attend the class provided they have passed the entrance exam. Such attendance will not be paid and they will attend on their own time.

Article 30 – Health and Safety Committee

- 30.01 An operational Health and Safety Committee will be maintained to monitor health and safety issues on an ongoing basis and make constructive recommendations for change to the Employer.
- 30.02 A committee of a minimum of four (4) will be struck with equal representation from both the bargaining unit and the Employer. Employee representatives shall be selected by the employees themselves through a democratic process conducted by their Union. Committee members will be paid for the actual time spent at meetings at straight time rates.
- 30.03 Committee meetings will be held quarterly and co-chaired by Management and the Union. The committee meetings will be scheduled and noted on the posted schedule per Article 26 – Scheduling. There will be no reduction in weekly hours of work as a result of any shift re-scheduling. Committee members will be paid at straight time plus tips. ***Employees attending the committee meeting will be scheduled for a shift on that day.***

- 30.04 It is agreed that joint minutes will be produced after each meeting that summarizes the issues and any course of action or resolution pertaining to the same. Follow-up items will be identified and reported on at the next meeting. Items will remain on the follow-up list until such a time as the item is resolved or completed.
- 30.05 Provided both parties have approved the accuracy of the minutes by signing them off, they will be posted in the workplace.
- 30.06 The Union staff representative may attend committee meetings at their discretion provided reasonable notice.
- 30.07 The Employer recognizes the need to take all reasonable precautions for the protection of employees from patrons who are abusive, threatening, or violent. The Employer will deal immediately with such patrons. For its part, the Union understands that perceptions of patron behaviour can differ and that employees' behaviour can contribute either directly or indirectly to the problem.

Article 31 – Benefits Plan and Sick Day Entitlement

31.01 Benefits

Bargaining Unit employees who work ***thirty-two (32)*** hours per week averaged over three (3) months history are eligible to participate in the benefit plan.

Employees are eligible to participate after completing six (6) months employment. Premiums split between the Employer and employee on a 50/50 basis. Employees have access to EI benefits for short term illness.

The Employer shall provide a five hundred (\$500.00) dollars for all categories combined of paramedicals with the current benefit provider for all 'Class A' employees.

Paramedicals covered under SunLife:

- ***Psychologists;***
- ***Social Workers;***
- ***Massage Therapists;***
- ***Speech Therapists;***
- ***Physiotherapists;***
- ***Naturopaths;***
- ***Acupuncturists;***
- ***Audiologists;***
- ***Dieticians;***
- ***Occupational Therapists;***
- ***Osteopaths or Osteopathic Practitioners;***
- ***Chiropractors;***
- ***Podiatrists or Chiropodists.***

31.02 Sick Days

Employees are entitled to up to eight (8) days for illness per year. ***Four (4)*** days are paid sick days and ***four (4)*** days are unpaid personal leave.

Sick days are defined as the day(s) an employee is scheduled to work according to the posted schedule but is unable to work due to illness.

Employees absent due to illness must provide the Employer with as much notice as possible but in any case, at least one (1) hour before the start of Day shift and three (3) hours before the start of Night shift and Graveyard shift.

The Employer may require a medical certificate for absences of three (3) days or more where there appears to be a problem of abuse.

Sick days are available January to December in each year.

There is no carry over of unused sick day entitlement from one (1) calendar year to the next calendar year.

Article 32 – Vacations

32.01 General Provisions

The vacation year shall be designated as January 1st through December 31st of each year. Vacation earned shall be taken within the vacation year. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the period requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employees' seniority and selection of vacation dates.

- (a) The Employer shall post a notice by November 1st advising employees seeking vacation time to submit requests to their Supervisor ***on the Employee Self-Serve (ESS) portal*** by December 1st. Vacation schedules will be confirmed by December 15th, after which changes will be by mutual agreement. If the request for vacation time is not made by December 1st, they will be granted at the Employer's discretion.
- (b) Employees seeking to submit vacation time after December 1st, will be submitted ***on the Employee Self-Serve (ESS) portal***, confirmation of the status of their

request shall be available two (2) weeks following the request.

- (c) Vacation days not taken by December 31st will be lost.
- (d) No request shall be unreasonably denied.

32.02 Vacation Earning and Vacation Pay

- (a) Employees who have completed less than five (5) years of continuous service will earn vacation pay at four (4%) percent of their previous years' regular hourly wages.

Employees who have completed more than five (5) years of continuous service will earn vacation pay at six (6%) percent of their previous years' regular hourly wages.

The Employer will bank vacation pay for employees commencing the date of ratification.

In any period where an employee takes vacation days, the employee shall be paid (from that employee's vacation pay bank) vacation pay for those vacation days, and the employee shall not request additional vacation pay in that same pay period, but may request that any remaining vacation pay bank be paid in a preceding or following pay period.

- (b) Vacation pay not requested:

If the employee does not draw out the full amount of the previous year's banked vacation pay by December 31st of the current year, the Employer will pay the balance of

the previous year's vacation pay remaining by January 31st of the following year.

32.03 Vacation Time Off

Employees will have the opportunity to schedule time off for the purpose of vacation based on the following consecutive years of service:

- Less than five (5) years two (2) weeks' vacation
- More than five (5) years three (3) weeks' vacation

32.04 Definition of Vacation Week

A vacation week is defined as ***any period of seven (7) consecutive*** calendar ***days***.

32.05 How Vacation is Used

If an employee asks for a vacation week, the employee will get a full week of their vacation entitlement.

If an employee wants less than one (1) week, the employee cannot request vacation for more regularly scheduled shifts than in the equivalent vacation week for that employee.

Examples:

1. If an employee is regularly scheduled for five (5) shifts per week, the employee can book vacation for no more than five (5) individual shifts.

2. If the employee is regularly scheduled for three (3) shifts per week, the employee can book vacation for no more than three (3) individual shifts.

32.06 An employee who terminates their employment for whatever reason and has not received their vacation pay allowance as provided here in will receive at time of termination a percentage of their earning as stipulated in Article 32.02 above.

32.07 The accrual balance will be included on employees' pay statements.

32.08 All other issues not covered by this Article shall be determined by the current Employment Standards Code of Alberta.

Article 33 – General Holiday Pay

33.01 ***General Holidays shall be paid in accordance to the Alberta Employment Standards Code.***

33.02 ***The Employer recognizes the following General Holidays:***

- ***New Year's Day***
- ***Family Day***
- ***Good Friday***
- ***Victoria Day***
- ***Canada Day***
- ***Labour Day***
- ***Thanksgiving Day***
- ***Remembrance Day***
- ***Christmas Day***

Article 34 – Classifications and Wages

34.01 Classification and Wage Rates

- (i) Classifications are as shown in Schedule “A”. Wage rates will be paid as per the attached wage grid in Schedule “A”.
- (ii) Schedule “A” is effective on the date shown and applicable to all active employees.
- (iii) Active employees are all employees employed on the Date of Ratification, including new hires, employees who have returned from a layoff for at least one (1) shift, and employees on an Employer approved Leave of Absence including medical and WCB.
- (iv) Employees will be placed on the new grid within two (2) pay periods of the date of ratification and will be paid at their grid rate from the Date of Ratification. The principles governing placement on the grid and movement on the grid are:

Dealers

- (a) Dealers will be placed vertically on the grid based on the games they currently deal.
- (b) Once on the grid, dealers will move horizontally across the grid and be placed in the rate reflecting their years of service since their most recent hire date.
- (c) Thereafter, dealers will move on the grid as they acquire more service or deal different games.

Other Employees

- (a) Other employees will be placed vertically on the grid in the named classification describing their duties.
- (b) Once on the grid, other employees will move horizontally across the grid and be placed in the rate reflecting their years of service since their most recent hire date.
- (c) Thereafter, other employees will move on the grid as they acquire more service or change classification.

Over Range Employees

Employees, whose wage rate prior to Date of Ratification is higher than the Schedule "A" applicable wage grid rate, will retain their wage rate while in the respective classification during the term of the Collective Agreement until such time that their wage rate no longer exceeds the Schedule "A" applicable wage grid rate.

- (v) Rates are based on what employees actually deal, not what they have training for. Dealers in higher classifications (Dealer 2, 3, and 4) should be able to deal some or all of the games dealt by the dealers in the lower levels. Once an employee is dealing additional games, the employee will be paid that rate even if they do not always deal those games. The Employer will schedule an employee on all qualified games at least once in each quarter to enable employees to maintain their rates. An employee who refuses to deal a game for

which they are trained or who requests to deal less games than they are trained for may have their wage rate adjusted accordingly.

34.02 Employee Meal Plan

The Employer shall provide a meal plan for employees or meals at discount rates at the casino restaurants. The Employer shall consult the Union on any changes to the meal plan and shall provide the Union sixty (60) days written notice before any changes can be implemented.

Article 35 – Strikes and Lockouts

35.01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slow down in any premises of the Employer, or any curtailment of work or restriction of or interference of the operations of the Employer. The Union will not cause or sanction its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket any of the Employer's facilities or premises during the term of this Agreement.

Article 36 – Cash Shortages

36.01 Employees who have sole access to money and who have shortages of over twenty (\$20.00) dollars but less than two hundred (\$200.00) dollars will be required **to** pay the money back.

36.02 The shortage mistake will be recorded in writing on the employee's personnel file. The record of shortage mistake will

be removed from the employee's record if the employee goes three (3) months without a further mistake. If there is another mistake within that period, the three (3) month time period starts again. Repeated errors may result in further disciplinary action.

Article 37 – Legislated Minimums

37.01 The Employer agrees to abide by all legislation that applies to employment rights of the employees in the workplace.

At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

Article 38 – Part-Time Pit Bosses

38.01 Part-Time Pit Bosses are employees who perform work as Pit Boss and dealer.

- (a) If an employee works as a Pit Boss less than sixty (60%) percent of the time averaged over the prior three (3) months, the employee is included in the bargaining unit and pays Union dues.
- (b) If an employee works as a Pit Boss sixty (60%) percent or more of the time averaged over the prior three (3) months, the employee is excluded from the bargaining unit and does not pay dues but continues to accrue seniority.
- (c) An employee may request to work as a Pit Boss for less than sixty (60%) percent of the time, which request will not be unreasonably denied.

The Employer will provide to the Union a list, within thirty (30) days of ratification, of employees who meet or exceed the sixty (60%) percent threshold averaged over the previous three (3) months. Averaging thereafter will be done quarterly.

Part-Time Pit Bosses will be paid the Pit Boss rate for the hours spent as Pit Boss and the relevant Dealer rate for time they are dealing.

Schedule “A” – Classifications and Wage Rates

- Employees to be ***placed*** onto the grid based on their years of service and future progression through the scales to be based on the time in classification.

Effective November 1 st , 2023 – February 20th, 2025 – \$0.25/hr retro pay				
Classification	Start	1 Year	3 Years	5 Years
Dealer 1 Blackjack and/or Baccarat and/or Novelty Games	\$17.25	\$17.50	\$17.75	\$18.00
Dealer 2 Poker	\$17.50	\$17.75	\$18.00	\$18.25
Dealer 3 Roulette and/or Pai Gow	\$18.25	\$18.50	\$18.75	\$19.00
Dealer 4 Craps	\$18.55	\$18.80	\$19.05	\$19.30
Poker Cage Cashier	\$17.50	\$17.75	\$18.00	\$18.25
Part-Time Pit Boss	\$23.15	\$23.15	\$23.15	\$23.15
Slot Employees Slot Attendant Countroom Attendant Slot Cashier	\$17.25	\$17.50	\$17.75	\$18.00
Count Room Banker	\$18.25	\$18.50	\$18.75	\$19.00

Effective <i>February 20th, 2026 – \$0.50 increase</i>				
Classification	Start	1 Year	3 Years	5 Years
Dealer 1 Blackjack and/or Baccarat and/or Novelty Games	\$17.75	\$18.00	\$18.25	\$18.50
Dealer 2 Poker	\$18.00	\$18.25	\$18.50	\$18.75
Dealer 3 Roulette and/or Pai Gow	\$18.75	\$19.00	\$19.25	\$19.50
Dealer 4 Craps	\$18.55	\$18.80	\$19.05	\$19.30
Poker Cage Cashier	\$18.00	\$18.25	\$18.50	\$18.75
Part-Time Pit Boss	\$23.65	\$23.65	\$23.65	\$23.65
Slot Employees Slot Attendant Countroom Attendant Slot Cashier	\$17.75	\$18.00	\$18.25	\$18.50
Count Room Banker	\$18.75	\$19.00	\$19.25	\$19.50

Effective <i>February 20th, 2027 – \$0.50 increase</i>				
Classification	Start	1 Year	3 Years	5 Years
Dealer 1 Blackjack and/or Baccarat and/or Novelty Games	\$18.25	\$18.50	\$18.75	\$19.00
Dealer 2 Poker	\$18.50	\$18.75	\$19.00	\$19.25
Dealer 3 Roulette and/or Pai Gow	\$19.25	\$19.50	\$19.75	\$20.00
Dealer 4 Craps	\$18.55	\$18.80	\$19.05	\$19.30
Poker Cage Cashier	\$18.50	\$18.75	\$19.00	\$19.25
Part-Time Pit Boss	\$24.15	\$24.15	\$24.15	\$24.15
Slot Employees Slot Attendant Countroom Attendant Slot Cashier	\$18.25	\$18.50	\$18.75	\$19.00
Count Room Banker	\$19.25	\$19.50	\$19.75	\$20.00

Effective <i>February 20th, 2028 – \$0.50 increase</i>				
Classification	Start	1 Year	3 Years	5 Years
Dealer 1 Blackjack and/or Baccarat and/or Novelty Games	\$18.75	\$19.00	\$19.25	\$19.50
Dealer 2 Poker	\$19.00	\$19.25	\$19.50	\$19.75
Dealer 3 Roulette and/or Pai Gow	\$19.75	\$20.00	\$20.25	\$20.50
Dealer 4 Craps	\$18.55	\$18.80	\$19.05	\$19.30
Poker Cage Cashier	\$19.00	\$19.25	\$19.50	\$19.75
Part-Time Pit Boss	\$24.65	\$24.65	\$24.65	\$24.65
Slot Employees Slot Attendant Countroom Attendant Slot Cashier	\$18.75	\$19.00	\$19.25	\$19.50
Count Room Banker	\$19.75	\$20.00	\$20.25	\$20.50

Effective <i>February 20th, 2029</i> – <i>\$0.50 increase</i>				
Classification	Start	1 Year	3 Years	5 Years
Dealer 1 Blackjack and/or Baccarat and/or Novelty Games	\$19.25	\$19.50	\$19.75	\$20.00
Dealer 2 Poker	\$19.50	\$19.75	\$20.00	\$20.25
Dealer 3 Roulette and/or Pai Gow	\$20.25	\$20.50	\$20.75	\$21.00
Dealer 4 Craps	\$18.55	\$18.80	\$19.05	\$19.30
Poker Cage Cashier	\$19.50	\$19.75	\$20.00	\$20.25
Part-Time Pit Boss	\$25.15	\$25.15	\$25.15	\$25.15
Slot Employees Slot Attendant Countroom Attendant Slot Cashier	\$19.25	\$19.50	\$19.75	\$20.00
Count Room Banker	\$20.25	\$20.50	\$20.75	\$21.00

Signed this _____ day of _____ **2026.**

Elbow Grease Management
Ltd.:

United Food & Commercial
Workers Canada Union,
Local No. 401:

For the Employer:

For the Union:

Thai Banh
Lynn Madge
Janell Truong

Simo Miric
Jeff Ible
Chris O'Halloran

This Agreement was ratified on **February 20th, 2025.**

Letters of Understanding

Letter of Understanding #1 – Gratuities/Tips

The parties understand and agree that this LOU expires **at the end of the Collective Agreement** unless renewed or amended by the parties in future negotiations.

The parties agree that changes may be made to the Gratuity/Tip LOU by mutual agreement of the parties including to satisfy compliance with the AGLC regulations.

Effective **Date of Ratification (February 20th, 2025)**

Dealer Gratuities

Tips are accepted only by dealers in the form of chips and only at table games. All tips are pooled.

Tips from all table games will be collected in one (1) pool. Tips will be divided daily, proportionally by hour.

Dealers, Pit Bosses, and Supervisors are the only eligible staff to receive tips from table games.

- Dealers receive a full share of tips based on the pooled hourly rate.
- Pit Bosses and Supervisors receive a quarter share of tips based on their hours worked.

At the close of the casino four (4) dealers, designated by the Games Manager, will calculate the total of the tip pool.

The hourly rate of tips will be calculated by the Games Manager at close of the casino, after receiving the total dollar amount of the tip pool for that day.

Tips will be handed out to eligible staff between 6:30 p.m. – 7:30 p.m. the following day.

Graveyards Dealers' Gratuities (3:00 a.m. to 10:00 a.m.)

Tips from Poker tables are calculated and distributed daily. Distribution is based on hours of work during late night hours.

- Dealers receive a full share of tips based on the pooled hourly rate.
- Poker Pit Bosses receive the equivalent of three and one half (3.5) hours tips in a twelve (12) hours shift.

Slots Gratuities

Tips are calculated and distributed daily based on how many hours worked. All slot tips are pooled.

Total tips received for the day are divided by the number of hours to calculate the hourly rate.

Tips will be divided daily, proportionally by hour.

Tips are split to reflect the Pure Casino distribution as follows:

- (i) Slot Attendants and Cage Cashiers receive one hundred (100%) percent of the hourly tip rate.
- (ii) Floor Supervisors, Cage Supervisors, and Slot Managers receive ninety (90%) percent of the hourly tip rate.

- (iii) Count Room Attendants and Bankers receive sixty (60%) percent of the hourly tip rate.
- (iv) Slot Managers shall accrue tips during slot operation hours during which the Manager is on shift.

Signed this _____ day of _____ **2026.**

Elbow Grease Management
Ltd.:

United Food & Commercial
Workers Canada Union,
Local No. 401:

For the Employer:

For the Union:

Thai Banh
Lynn Madge
Janell Truong

Simo Miric
Jeff Ible
Chris O'Halloran

This Agreement was ratified on **February 20th, 2025.**