

COLLECTIVE AGREEMENT



GREAT BLUE HERON
CASINO & HOTEL

Between

GREAT BLUE HERON CASINO & HOTEL

Operated by

Ontario Gaming GTA LP
(Hereinafter referred to as the Employer)

And



UNIFOR

UNIFOR AND ITS LOCAL 1090
(Hereinafter referred to as the Union)

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**ARTICLE 1
PURPOSE**

- 1.01 The purposes of this Agreement are:
- (a) To establish and maintain a collective bargaining relationship between the Parties in accordance with the provisions herein;
 - (b) To define and regulate a working relationship that will provide the highest level of service and value to customers;
 - (c) To recognize, promote and uphold the paramount importance of integrity and security in an industry where all involved must be regulated, licensed or registered;
 - (d) To establish and maintain working terms and conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.02 This Agreement sets forth the entire Agreement on pay, hours of work and other terms and conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations or practices made arising prior to this Collective Agreement that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

**ARTICLE 2
ADVANCEMENT OF FIRST NATION'S PEOPLE**

- 2.01 The Casino was created by the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Casino and the charitable purposes of the Casino.
- 2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.
- 2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.
- 2.04 Participation in these programs will be voluntary and the existence of programs, and the participation or lack of participation, are not grievable.

ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Ontario Gaming GTA LP in the Lands of the Mississaugas of Scugog Island First Nation, Ontario, that comprise Gaming Zone CB as defined in the Ontario Lottery and Gaming Corporation's Modernization Project, including any new employee classification created and save and except Supervisors and those above the rank of supervisors, surveillance, security and office and clerical staff.
- 3.02 For clarity, employees holding positions at the rank of Supervisor or above, employees of the Human Resources department, Legal department, Internal Audit department, Payroll department, Information Technology department, and those employed in the execution of duties confidential to the Employer, shall be excluded. Positions similar in kind or class to the foregoing, which may be created during the term of this Agreement, shall also be excluded.
- 3.03 Registration and Licensing
No Individual Registered National Representative or Local Union Representative of the Union providing services at Great Blue Heron Casino & Hotel will conduct any further representation activities at Great Blue Heron Casino & Hotel if he or she has suffered a loss or suspension of registration.

ARTICLE 4 STRIKES AND LOCKOUTS

- 4.01 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 slowdown 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.
- 4.02 The Employer shall not call or authorize, or threaten to call or authorize a lockout, and no officer, official, or agent of the Employer shall counsel, procure, support or encourage a lockout or threaten a lockout during the term of this Agreement.
- 4.03 The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

**ARTICLE 5
COPY OF AGREEMENT**

- 5.01 The Employer will provide the Union a .pdf format (with signatures) and MS Word format (with typed names of signatures) of the final Agreement. The Collective Agreement will be finalized and printed within six (6) weeks following ratification. In addition, the Employer will make a benefit booklet available online. Upon request, a copy of the benefit booklet can be printed for an employee by Human Resources. The Company and the Union will agree to the colour of the cover of the Collective Agreement. The cost of printing will be shared equally between the Parties. The Employer will also provide a printed benefit brochure to all seniority employees outlining the benefits within six (6) weeks of ratification of this agreement.

**ARTICLE 6
UNION SECURITY AND DUES**

- 6.01 All new employees will be required to become a member of the Union upon commencing employment. During the life of this Agreement, the Employer will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues prescribed by the constitution and by-laws of the Union. Union dues will be deducted on a bi-weekly basis. For each calendar month, the Employer shall remit by cheque or a mutually acceptable method to the Financial Secretary of the Union, the total of the deductions made, which shall be remitted by the twentieth (20th) day of the following month. This shall be accompanied by a list of all employees in the bargaining unit identifying what, if any, dues have been deducted. The list will also contain those employees who have had no dues deducted and, by reference to the criteria in 6.05 below, the reasons no deductions have made.
- 6.02 The Financial Secretary of the Union will advise the Employer in writing of the amount of its initiation fees and dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer. Any altered deduction amount will be applicable thirty (30) calendar days after the date of notice of change.
- 6.03 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article, when initiation fees and dues are deducted from employees and have been remitted to the Union.
- 6.04 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.

6.05 The Employer will supply to the Union once per month, as it relates to the bargaining unit, (at least twenty [20] days into the following month) a list, in Excel format, of:

- (a) All employees, with their schedules, hours worked and status;
- (b) Employees who acquired seniority during the month;
- (c) Name of employee transferred into or out of the bargaining unit on each day an employee is transferred;
- (d) Employees on leave of absence at the end of the month;
- (e) Employees on sickness and accident and/or Workplace Safety and Insurance Compensation (in excess of five [5] calendar days) during the month;
- (f) Employees on layoff during the month;
- (g) Employees who have lost seniority;
- (h) Employees who have been discharged during the month;
- (i) The names, addresses, email address, postal codes, cell (where available) and home telephone numbers of all employees on a monthly basis.
- (j) An alphabetical listing, by classification showing all full-time and part- time employees on a monthly basis.

6.06 The Employer will supply to the Union within one (1) week:

- (a) A list of all employees that have posted to a new job posting and the successful applicant,
- (b) The successful applicant to every shift bid
- (c) Any temporary contract as defined by Article 21, including but not limited to the name of the member who is on the vacancy,
- (d) Any part-time contract as defined by Article 18, including but not limited to the name of the member who is on the vacancy,
- (e) Any memo addressed to any unionized member(s).

6.07 The Employer agrees to send the Union committee a copy of all rosters (in PDF and Excel) on the day that they are published in the Employee Self-Serve kiosks (ESS).

ARTICLE 7 MANAGEMENT RIGHTS

7.01 The Union acknowledges that, except as limited by the express language of the Agreement, it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, transfer, classify, assign, appoint, promote, demote, evaluate, train, develop, lay off and recall employees, discipline, suspend and discharge seniority rated employees for just cause subject to the right of any employee to lodge a grievance in the

manner and to the extent as herein provided. Probationary employees may be disciplined or discharged subject only to the limitations expressly provided in this Agreement;

- (c) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time-to-time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement; and
- (d) Make, enforce, and alter from time-to-time policies, reasonable rules and regulations to be observed by the employees. These shall not be inconsistent with the express terms of this Agreement. The Employer will provide copies of any memos addressed to the bargaining unit employees to the Union Committee. The Employer will provide the Union with copies of all new policies and changes to existing policies prior to implementation where reasonably practicable.

ARTICLE 8 NEW EMPLOYEE ORIENTATION

- 8.01 Where orientation sessions are being held by the Employer for new employees, the Employer will arrange for up to one (1) hour for an employee member of the Union executive to present on the Collective Agreement.
- 8.02 New employees will have access and may receive either an electronic or hard copy of the Collective Agreement.

ARTICLE 9 UNION REPRESENTATION

- 9.01 The Union shall have the right to elect or appoint and the Employer shall recognize a Committee of up to three (3) members, consisting of a Chairperson, Health & Safety/WSIB Representative, and one (1) Committee Person.
- 9.02 The Union shall have the right to elect or appoint bargaining unit members to the following Union positions which the Company shall recognize:
 - (a) Chairperson

(b) Health, Safety and WSIB Representative

(c) One (1) Committee Person

Upon receipt of notice from the Union, the Employer will relieve the individuals holding these positions from all regular duties within five (5) working days. In the event that it is not possible to release an individual within the five (5) working days, the Company will provide the Union with the reason in advance of the five (5) days and will make every effort to release the individual as soon as possible. The Union will establish full-time hours of work for these three (3) Committee Persons. The Employer will maintain their benefits, vacation, holiday pay and sick pay, and their RRSP contribution, and they will continue to accrue seniority as if they were working in their home position(s).

Save and except in the case of a closure, the three (3) persons holding these positions will not be laid off notwithstanding their seniority status. They will be the final persons in the bargaining unit to be laid off.

It is understood the Union will maintain its current complement of five (5) full-time committee representatives until December 1st, 2022. At which point, the number of full-time committee representatives shall be reduced to up to a total of three (3), as per Article 9.01 and 9.02.

9.03 For the purposes of Union representation, the Employer shall also recognize twelve (12) Union Stewards.

9.04 The Union Stewards, and the Committee Persons to whom they report, will be authorized to deal with Union business including, but not limited to grievances and health & safety issues. Stewards will be utilized when a Committee Person is not working.

9.05 Union Stewards have a responsibility to the Employer for his or her regular duties. A Steward will request permission from his or her Supervisor before leaving his or her work to attend to investigate, write or present a grievance or complaint. Such leave will not be unreasonably denied, where it can reasonably be done without interfering with the operations of the Employer. The Steward must report back to his or her Supervisor when any Union business is completed and will take no more time than is absolutely necessary during regular working hours to conduct any Union business.

9.06 Representatives recognized by the Employer shall be employees with seniority. A list of these representatives and their assignments by the Union shall be provided to the Employer and the Employer will be advised by the Union, in writing, following any changes to this list.

9.07 It is understood that periodically the Union holds elections within the Union structure. The Chairperson will notify the Employer of upcoming elections.

The Employer, upon request, will provide the Union with an updated seniority list. There will be no posting of posters or campaigning, save and except on the Union bulletin board and in the hallways immediately outside of the staff cafeteria, where space exists. The Employer will provide space onsite for the vote.

9.08 A National Union Representative and/or Local Union Representative may be present and participate in any meeting between the Union Committee and the Employer upon advance notice. Union Representatives registered with the AGCO may provide assistance to employees subject to any limitation imposed by the registration, but will not interfere with the Employer's operation. Union Representatives will not visit with employees in the bargaining unit nor attend non- public areas during working hours without appropriate arrangements being made with the Human Resources Manager. The Union Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.

9.09 The Employer will recognize an alternate Representative to replace the Chairperson, Health and Safety/WSIB Representative and Committee persons when they are absent for 5 or more consecutive working days due to vacation, sickness, or approved leave of absence/Union leave, provided this does not adversely affect the efficient operation of the alternate's department.

9.10 Work Away from Great Blue Heron Casino & Hotel Location

Both parties recognize the requirement for the full-time Committee Persons herein to leave work during working hours to attend to Union business away from Great Blue Heron Casino & Hotel without loss of pay. Such privilege shall be provided, subject to the following conditions:

- (a) The time is devoted to the prompt handling of matters, which are proper pursuant to this Article;
- (b) The privilege not be abused;
- (c) The Manager of Human Resources or designate will be apprised of such absences in advance. Such absences will be verified by the Chairperson with a brief explanation of the reason for the Representative to be absent.

9.11 Union Representatives

Employees elected or appointed as full-time Union Representatives shall be paid hourly rates as follows (highest in Unit less \$1.50, except skilled papers, trades or gaming Inspector positions):

| | |
|-------------------------|---------|
| Effective July 23, 2022 | \$28.72 |
| Effective July 23, 2023 | \$29.78 |
| Effective July 23, 2024 | \$30.87 |
| Effective July 23, 2025 | \$31.68 |

9.12 The Chairperson shall be paid an hourly rate as follows (highest in Unit, except skilled papers, trades or gaming Inspector positions):

| | |
|-------------------------|---------|
| Effective July 23, 2022 | \$30.22 |
| Effective July 23, 2023 | \$31.28 |
| Effective July 23, 2024 | \$32.37 |
| Effective July 23, 2025 | \$33.18 |

ARTICLE 10 MANAGEMENT/ COMMITTEE CONFERENCES

- 10.01 Regular Management/Committee Conferences will be arranged between the Employer and the Union designates to occur not less than every three (3) months on a mutually agreeable date and time.
- 10.02 An agenda or items to be discussed at a Management/Committee Conference will be exchanged three (3) days preceding the meeting. Additional items, if any, which were not submitted for inclusion on the agenda, will not be discussed at the Management Committee Conference unless unanimously approved by all parties present at the meeting.
- 10.03 It is specifically understood that individual grievances shall not be the proper subject matter to be discussed at such a meeting unless agreed upon by both Parties in advance.
- 10.04 Those attending a Management/Committee Conference will suffer no loss of pay as a result of attending at such meetings.

ARTICLE 11 SENIORITY

- 11.01 The rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.
- 11.02 New employees will be probationary employees until they have completed five hundred and twenty (520) actual hours worked in any period of eighteen (18) consecutive months. Probation may be extended to such greater period as is agreed upon by the parties. Once probation has been completed, seniority will be awarded back to the last date of hire.
- 11.03 The Employer may not terminate a probationary employee in an arbitrary, discriminatory or bad faith manner. It may otherwise terminate the employment of a probationary employee and this shall constitute a lesser standard for the purpose of the Labour Relations Act. While complaints and concerns may be raised and will be discussed, no grievance or arbitration will be filed arising out of the discipline or dismissal of a probationary employee, save and except where the termination is alleged

to have been based on arbitrary, discriminatory or bad faith considerations. It is understood that the words arbitrary, discriminatory or bad faith

will be interpreted using the tests developed for unfair representation complaints under the Ontario Labour Relations Act.

- 11.04 Employees shall have thirty (30) calendar days from the date of posting of any revised seniority lists to advise the Union Chairperson or designate of any errors with respect to their respective seniority dates. At the completion of the posting period, all seniority dates will be confirmed and employees will be deemed to have accepted subject to the Chairperson presenting any issues to the Employer in the ten (10) days following.
- 11.05 Where two or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted in the presence of a Union Committee Person.
- 11.06 "Seniority" as referred to in this Agreement shall mean length of service within the bargaining unit. An employee transferring between department or classifications will maintain his or her seniority.
- 11.07 "Service" as referred to in this Agreement shall mean length of continuous employment with the Employer from the date of last hire (the "service date").
- 11.08 Seniority under this Collective Agreement has no application at the Employer outside of its uses under this Agreement.
- 11.09 The Employer will maintain one seniority list of all non-probationary part-time employees and non-probationary full-time employees. The list shall be in seniority sequence and will indicate name, classification, status, service date, and seniority accrued. The list shall be updated and posted every three (3) months and an electronic copy of the list shall be supplied to the Union at the time of posting.
- 11.10 Seniority will be maintained and seniority will continue to accrue during any pregnancy or parental leave, WSIB, vacation or disability leave and other approved leaves of absence under this Agreement.
- 11.11 Seniority will be lost and employment terminated where an employee:
- (a) Quits; or
 - (b) Retires; or
 - (c) Is dismissed for just cause and is not reinstated pursuant to the provisions of the grievance procedure; or
 - (d) Overstays a leave of absence except where a satisfactory reason is provided in advance of the expiration of the leave, or where a satisfactory reason is provided for both the inability to

- seek an extension in advance and for the extension; or
- (e) works for another Employer (in excess of any hours regularly worked elsewhere) without authorization while on a leave of absence; or
 - (f) Is recalled and refuses the recall, foregoes recall rights or is recalled and does not return to work within seven (7) calendar days of the notice of recall being sent by courier to his or her last provided address. An employee who provides a satisfactory reason for unavailability within the seven (7) days will be given an extension of up to three (3) additional days to report; or
 - (g) If an employee abandons work without permission and without properly calling in for a period of three (3) or more consecutive working days, and does not provide a satisfactory reason for both the failure to report to work and the failure to call-in;
 - (h) Is laid off for a period of in excess of thirty-six (36) months.
 - (i) Is on a leave of absence or LTD for in excess of twenty four (24) months and does not demonstrate to the Employer, when requested in writing following the expiry of the twenty four (24) months, a reasonable prognosis for a return to regular full duties in the near future.
 - (j) Is absent from work for three (3) working days in a rolling twelve (12) month period without speaking in advance with their immediate Supervisor ("no call - no show") except where a reason satisfactory to the Employer is provided both for the absence and for the inability to have the Employer contacted. If an employee calls the Employer to report an absence more than two (2) hours following the commencement of his or her shift, it will be considered a "no-call no-show". An employee, who calls into the Employer within the first two (2) hours of his or her shift, will not be recorded as a "no-call no-show". The Employer will ensure the employee will be informed after the second incident about this Article.

ARTICLE 12 LAYOFF AND RECALL

- 12.01 Where possible, the Employer will give seventy-two (72) hours' notice of layoff to the affected employee(s), and will notify the Union twenty-four (24) hours prior to providing notice to the affected employees.
- 12.02 Whenever it becomes necessary to reduce the workforce by layoff, the following procedure will apply:
- (a) Probationary employees within any affected classification will have their employment ended,

- (b) For the purpose of the seniority bumping procedure, an open job posting shall be considered the most junior. The open job posting shall remain junior up until a candidate has been awarded the position.
- (c) Seniority rated employees will be laid off as set out in 12.03 and 12.04 below:

Part-time Employees

In the event one or more part-time employees are identified for a layoff in excess of fourteen (14) days, the following procedure will apply:

- (a) The classification which is required to be reduced will be identified.
- (b) The junior part-time employee in the classification will be provided with the following options:
 - (I) Return to their previous position occupied in the previous six (6) months, if one exists, seniority permitting or;
 - (II) Bump the most junior part-time employee in the department, seniority permitted, or;
 - (III) Bump the most junior part-time employee Casino wide, seniority permitted.
- (c) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.
- (d) Employees who exercise their bumping rights must be able to demonstrate sufficient knowledge, skill and ability, through training, experience, or other means that they will be able to do the job with no more than forty (40) hours of training and familiarization. If an employee is not successful as per Article 20.08 in the new position, either by resigning or being unsuccessful, the employee will be offered another open vacancy, if one exists, or will be placed on layoff.
- (e) Employees are not permitted to bump into the 'protected' skilled classifications listed in 12.06, subject to the exceptions.

Full-time Employees

In the event one or more full-time employees are identified for a layoff in excess of fourteen (14) days, the following procedure will apply:

- (a) The classification which is required to be reduced will be identified.
- (b) The junior full-time employee in the classification will be provided with the following options
 - (I) Bump the most junior part-time employee in the classification, seniority permitting or;
 - (II) Return to their previous position occupied within the previous six (6) months, if one exists and seniority permitting or;.
 - (III) Bump the most junior full-time employee within the department, seniority permitted, or;
 - (IV) Bump the most junior full-time employee casino-wide, seniority permitted, or;
 - (V) Accept layoff.

- (c) If the most junior full-time employee in the department is affected, they will, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job, be provided with the following options:
- (I) Bump the most junior full-time employee Casino wide, seniority permitted or;
 - (II) Bump the most junior part-time employee in the classification, seniority permitted, or;
 - (III) Bump the most junior part-time employee Casino wide, seniority permitted, or;
 - (IV) May accept layoff.
 - (V) Any most junior part-time employee impacted above, will have the rights in the part-time provisions above.
 - (VI) Notice to one employee will be notice to all and the junior employee(s) laid off will be provided with a Record of Employment and will await recall.
 - (VII) Employees who exercise their bumping rights must be able to demonstrate sufficient knowledge, skill and ability, through training, experience, or other means that they will be able to do the job with no more than forty (40) hours of training and familiarization. If an employee is not successful as per Article 20.08 in the new position, either by resigning or being unsuccessful, the employee will be offered another open vacancy, if one exists, or will be placed on layoff. Employees are not permitted to bump into the 'protected' skilled classifications listed in 12.06, subject to the exceptions.

12.03 Voluntary Layoff

An employee who has not received a notice of layoff may make an offer of voluntary layoff where there is another employee who has received notice of layoff. If such request is made before the layoff has become effective and is acceptable to the Employer, the Employer will substitute this employee for the employee on notice of layoff.

12.04 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of thirty-six (36) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled by seniority, as follows:
 - (I) A full-time employee must accept a recall to their own full-time position and may accept or decline recall to any other full-time positions and/or part-time position. Recall to any other full-time and/or part-time position will not extinguish the right to recall to their own full-time position should one become available.

- (II) A part-time employee must accept a recall to their own part-time position, and may accept or decline recall to any other part-time position
 - (III) A part-time employee may not be recalled to a full-time position; and
 - (IV) Employees must indicate within forty-eight (48) hours of the recall notice that they are willing and able to return to work within the next seven (7) days or the employee shall be deemed to have refused recall and seniority rights.
 - (V) Where a full-time employee has already been recalled to a full-time or part-time position, they may accept a recall to their original classification in a part-time status should it become available, seniority permitting. This will not eliminate their one-time right to return to their original full-time classification/status.
- (c) An employee, the Union and the Employer may agree during the recall period to elect to terminate the employment relationship, and the employee would receive any severance to which they are entitled under the *Employment Standards Act*. The employee will then be removed from the recall list and the Employer shall have no further obligation with respect to this employee.
- (d) Notice of recall shall be by telephone and, if the employee cannot be reached, shall be sent by next day courier to the employee's last known address and shall be deemed delivered at 10:00 AM on the following business day regardless of actual delivery. It shall be the employee's responsibility to keep the Employer advised of his/her current telephone number and address at all times.

12.05 'Protected' Skilled Classification

- (a) First Cook
- (b) Dealers
- (c) Maintenance Technician
- (d) Table Games Technician
- (e) Slot Technician
- (f) Inspector
- (g) Cage Cashier
- (h) Main Bank Cashier
- (i) Pastry Cook

Exceptions: Employees may request to take a Skills and Abilities assessment for Maintenance Technician and/or Table Games Technician if that position is available. Should they successfully complete the assessment, they will be permitted to bump into these classifications. Additionally, where an employee successfully previously held one or more of the Protected Classifications within the previous twenty-four (24) months, they will be considered as having the necessary Skills, Knowledge, and Abilities and will be eligible to bump into those classifications previously held, if available. Gaming Inspectors may bump into the Dealer Classification, and D3/D4/D5 may bump into the Gaming Inspector classification.

12.06 Once the bumping process is complete, full-time employees bumping into positions will select their respective shift schedules in order of seniority. This process will be limited to allowing employees entering a classification pursuant to the bumping process to choose their shift from only those positions vacated by displaced full-time employees. Subsequently, these employees will be eligible for any general shift pick.

12.07 General

- (a) Employees without an AGCO gaming employee licence will be able bump into a job classification that requires an AGCO gaming employee licence, subject to the Employee successfully obtaining and maintaining their AGCO licence. It is understood, the employee will be required to furnish a copy of the receipt of their AGCO application to the Employer within forty-eight (48) hours of electing to bump into the licensed position. They must receive their AGCO license within thirty (30) days of bumping into the position, unless AGCO is unable to process the respective license. In addition this would apply to those employees on layoff who are recalled and whose license may have expired.
- (b) All laid off employees will be placed on the recall list. A Record of Employment will be provided.
- (c) Probationary employees will be considered the most junior employees and will be subject to being bumped at each step of the process prior to a seniority rated employee.
- (d) All impacted employees will be granted a one-time right to return to the position and status that they were displaced from when there is next availability, seniority permitting.
- (e) Should an employee decline to use their one-time right to return to their original classification and status when offered, they will forfeit their one-time right.
- (f) The Employer shall maintain the payment of its share of any applicable benefit premiums for a minimum of sixty (60) calendar days.
- (g) Applying for a vacant Job Positioning will not affect an employee's recall rights and/or their one-time right to return to the position and status that they were displaced from.

12.08 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) days required for filing

of all grievances.

- 12.09 After backfilling any job where there is estimated to be a temporary vacancy of more than thirty (30) work days, the Employer will recall the senior laid off employee who is able to perform the job which has been vacated by the backfilling employee.

ARTICLE 13 NO DISCRIMINATION

- 13.01 The Employer, the Union and the employees each agree that there will be no intimidation, discrimination or coercion exercised or practiced by any of them because of an employee's membership or non-membership in the Union, or because of his or her activity or lack of activity in the Union.
- 13.02 The Employer, Union and employees agree not to discriminate or harass in accordance with the Ontario Human Rights Code.
- 13.03 The Employer, employees and the Union agree they all have rights and obligations under the *Ontario Human Rights Code*.
- 13.04 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst Union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. The Union may establish its own policy for doing so, although nothing in this policy will detract from the Employer's ability to address such an issue if a complaint is made to it, or if the behaviour is having an impact on the management of the workplace. Where the Employer receives a complaint amongst bargaining unit members, it will inform the Union.
- 13.05 The Great Blue Heron Casino & Hotel Human Rights policy will be made available to all employees, and the Employer agrees that it will conduct training around this policy, including offering training to the Union Committee Persons.
- 13.06 Where a complaint of discrimination or harassment is made by one member of the bargaining unit against another member of the bargaining unit, the Union will be informed and may request the Employer allow it the opportunity for resolution or investigation.

ARTICLE 14 RESPECTFUL WORKPLACE

- 14.01 Every employee has the right to work in an environment free of discrimination and harassment under the Ontario Human Rights Commission. This right includes the responsibility to eliminate harassment

in our workplace either as a participant or as an observer.

14.02 In conjunction with the Company's HR Policy 6.03 and as may be amended from time-to-time (wherever it appears in this Article), this Article outlines the commitment of the Company to maintain a harassment free workplace, as required under the Ontario Human Rights Code.

14.03 Employees who feel that they are being harassed are encouraged to seek protection under the Company Policy and/or these guidelines.

14.04 Throughout the period of this Collective Agreement, the Company will ensure that at all times the Intranet provides access to pages containing a definition of Workplace Harassment, the Workplace and providing examples of what workplace harassment includes and what is not harassment.

14.05 **Filing a Complaint**

If an employee believes that they have been harassed, that employee should:

(a) Tell the alleged harasser(s) to stop (with or without support from Human Resources or the Union);

(b) Document the event(s) complete with the time, date, location, names of witnesses and details for each event:

(c) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report the harassment to the employee's Supervisor/Manager, Union Representative, or if this is not appropriate to the Employee Relations Manager:

(d) The Complaint will be referred to the Human Resources Department to be dealt with in accordance with the Respectful Workplace Policy.

(e) Unifor and the Great Blue Heron Casino & Hotel will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally, or is of an extremely serious nature, then other steps maybe required including the intervention of the Unifor National Representative and/or Representative of the Great Blue Heron Casino & Hotel senior management.

14.06 It is agreed that during all respectful workplace investigations members covered under this agreement will be entitled to have a Union Representative attend the meeting(s) with them.

14.07 **Resolution of a Complaint**

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee by management.

- 14.08 No grievance may be filed or pursued on resolutions agreed to by the parties without written agreement of the Unifor National Representative and the Manager, Human Resources.
- 14.09 If it is determined that the complaint has no validity, and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to disciplinary action.
- 14.10 If a harassment complaint is proven valid, Unifor can still file a grievance related to the discipline decided by management.

ARTICLE 15 HOURS OF WORK

- 15.01 The normal hours of work for all employees shall be an eight (8) hour shift (inclusive of lunch and breaks) per day and the normal work week shall be five (5) days. The normal daily hours of work shall not be construed as a guarantee of any minimum number of hours. Unless otherwise agreed by the employee, all employees (part-time and full-time) shall receive two (2) consecutive days off, per week.
- 15.02 Should the Employer and the Union agree to establish a shift schedule for any Department requiring regular shifts longer than eight (8) hours worked per day, the agreement, if so stated will become an appendix to this agreement and will be enforceable as part of this agreement.
- 15.03 The Employer will establish a full-time schedule for each department with shift schedules and there will be a discussion with the Union prior to implementing changes to the schedules currently in place, and will provide the schedule, and meet for a discussion with the Union to review any concerns prior.
- 15.04 Scheduling
A shift schedule for all employees will be posted for a one (1) month duration at least fourteen (14) days prior to the commencement of the shift, and changes to the posted schedule shall be made seventy-two (72) hours in advance or as per ESA, whichever is greater.
- 15.05 When an employee returns from a WSIB leave, he/she will be returned to work the day after the Employer has received appropriate medical documentation. Where another employee has to be removed from the schedule as the result of this, it will be considered as an emergency.
- 15.06 Switching Shifts/Giveaways
If an employee wishes to switch a shift with a co-worker in the same department with equal qualifications and within the same pay period, the employees involved must enter this electronically through the Employee

Self Service Kiosk (ESS) a minimum of two (2) hours prior to the shift. Dealers will be permitted to switch shifts with all other Dealers under this Article. The system will approve the request if all criteria are met and will deny if all the criteria are not met.

If an employee wishes to give away a shift to a co-worker in the same department with equal qualifications, the employees involved must enter this electronically through the Employee Self-Serve Kiosk (ESS) a minimum of two (2) hours prior to the shift, except in cases of an emergency.

No full-time employee can give away more than eighteen (18) shifts per calendar year.

Part-time employees will have unlimited giveaways

Dealers in the D3/D4/D5 classification who have taken and passed Inspector training may accept shifts from Inspectors. Upon request, the Employer will make available inspector training.

All employees can utilize available banked stat days, accrued vacation days, PTO days or their personal day to cover for a giveaway, and that day will not be counted as a giveaway towards the annual limit.

It is understood that the Employer will be able to assign a shift to a part-time employee who was not scheduled one then picked one up themselves and then gave it away or switched it.

15.07 The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the switch or giveaway.

15.08 No employee shall accept or solicit any monetary or other type of gain as the result of a shift switch. Any infraction of this Article will result in appropriate disciplinary action.

ARTICLE 16 PAID REST PERIOD

16.01 Employees (except those classified as Table Game Dealers and Table Game Inspectors) will be provided with two (2) fifteen (15) minute paid rest periods during each eight (8) hour shift with an additional paid break if an employee is required to work beyond ten (10) hours. The rest period cannot commence before the end of the first hour of an employee's shift nor shall the rest period be given before one (1) hour has elapsed after an employee's lunch period.

16.02 Unless otherwise provided in this Agreement, employees shall receive a thirty-minute unpaid lunch time provided the employee is working a shift in excess of five (5) hours. Notwithstanding the above, and in recognition

of the continuous operation and the time spent in changeover of employees in a continuous operation, and having regard to the fact that no overtime will be incurred for any extended stay of less than ten (10) minutes at the end of a shift, all employees will receive fifteen (15) minutes paid time as part of the first lunch break of any shift.

- 16.03 Slot Technicians and Maintenance are on call during their lunches. When they are called from break or lunch, they will be allowed to continue after completion of the work assignment. In cases where they are unable to complete their meal a second meal will be supplied at no additional cost to the employee.
- 16.04 Notwithstanding the provisions of this Article, Table Game Dealers shall work on a schedule whereby during the course of a full shift, they will be entitled to one (1) twenty (20) minute paid break (on a 60-20 basis) for every sixty (60) minutes worked. Dealers who work on eight (8) hour shifts would receive an absolute minimum of six (6) breaks during each shift. Any Dealer who does not receive a sixth (6th) break will be compensated for twenty (20) minutes at straight time.

Notwithstanding the provisions of this Article, Table Game Inspectors shall work on a schedule whereby during the course of a full shift, they will be entitled to one (1) twenty (20) minute paid break (on an 80 - 20 basis) for every eighty (80) minutes worked. Inspectors who work eight (8) hour shifts would receive an absolute minimum of five (5) breaks during each shift. Any Inspector who does not receive a fifth (5th) break will be compensated for twenty (20) minutes at straight time.

It was further understood that where the Agreement provides for a break of twenty (20) minutes, it was understood that this intended break duration is from the time of departing the table until return. The parties understood that individual break times are impacted or affected by the time it takes to communicate and physically allocate replacement Dealers to their respective table positions. The Company and the Dealers will do their utmost to ensure smooth operation of the schedule.

- 16.05 Dealers and Inspectors shall be paid for all time spent on breaks, less fifteen (15) minutes per shift.
- 16.06 Notwithstanding the provisions of this Article, the Employer and the Union may agree to have rest periods at different times and in a different manner than specified in this Article.

ARTICLE 17
OVERTIME PAY

- 17.01 For Dealers, overtime pay shall be paid in quarter-hour increments, for all authorized work commencing ten (10) minutes after the scheduled end of the shift (where an employee is required to stay at the end of his or her shift for any period in excess of the ten (10) minutes of tap out time it is understood that such time will be paid at the rate of time and one half in quarter hour increments (paid in full after the seven (7) minute mark of any increments), at the rate of one and one-half (1½) times the employee's regular hourly rate in respect of all pre- authorized hours worked:
- (a) in excess of eight (8) hours per shift; or
 - (b) in excess of such averaged hours as agreed pursuant to a negotiated work week agreement.
 - (c) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.
 - (d) Tap out only occurs once in the case where overtime runs continuously with a scheduled shift.
- 17.02 For all non-Dealer classifications, overtime shall be paid in quarter hour increments (paid in full after the seven [7] minute mark of any increments) for all authorized work after the scheduled end of the shift at the rate of time and one half.
- 17.03 Where an employee is absent due to bereavement, vacation leave, or a paid lieu day such hours not worked will count towards calculating the hours referred to herein.
- 17.04 For the purpose of this Article, the "week" commences at 12:01 a.m. Monday morning. For the purpose of this Article, a "day" means a calendar day commencing at 12:01 a.m.
- 17.05 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.
- 17.06 Any employee who agrees to stay for overtime will be offered a minimum of one (1) hour of work. This may only be reduced if mutually agreed upon by the supervisor and the employee.
- 17.07 An employee working in excess of forty (40) hours in a work week (inclusive of hours worked on a Paid Holiday as provided for in Article 33 of the Collective Agreement during the same work week), shall qualify for overtime pay for all hours worked in excess of forty (40) hours in such work week and this shall not be considered a duplication or pyramiding of premium compensation.
- 17.08 Overtime Equalization

Scheduled overtime will be evenly distributed when reasonably possible among those employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned. If an employee is contacted about scheduled overtime by telephone and there is no answering machine or they do not respond to a message / call display within ten (10) minutes of the call, he or she will be noted as having declined.

17.09 Employees may sign a waiver of overtime opportunity statement indicating that they do not wish to be considered for overtime and will thereafter only be offered overtime when they are the most junior available employee. An Employee may, on two (2) weeks of notice, revoke such a statement.

17.10 When the Employer requires employees to cover a vacant shift which occurs less than forty-eight (48) hours in advance, the Employer will invite employees to work in accordance with the following procedure:

(a) Identify the classification of the absent employee

(b) Offer the shift to all part-time employees in the classification that will not incur overtime, by seniority

(c) Offer the shift to all employees in the classification, by seniority.

While the Employer is attempting to cover the shift, Employees in the classification who are presently at work and who express interest will be invited to work overtime if required, by seniority. If the position cannot be filled within the classification, the Employer will offer a temporary transfer, by seniority, to other employees within the department who possess the skill and ability. It is agreed that the employee will receive the rate of pay according to the temporary position. While this process is ongoing, the Employer may advise the most junior qualified worker that they are required to perform the work for a maximum of two (2) hours.

17.11 New hires and employees transferred from one classification to another or those who had signed a waiver of overtime opportunities will be credited with the average number of overtime hours of the employees in that classification.

ARTICLE 18 PART-TIME EMPLOYEES

18.01 Part-time employees are employees who have committed to being available for work up to 24 hours per week and understand that this requires a flexible schedule.

18.02 Part-time employees, except those on temporary full-time postings, will not regularly work in excess of 24 hours per week except in the following circumstances:

- (a) When replacing employees absent due to illness or injury for a known duration;
- (b) When replacing employees absent due to vacation leave or Union leave;
- (c) In the event of an emergency;
- (d) As a result of shift switches and/or giveaways;
- (e) When scheduled for training
- (f) When the employees indicated they wished to be scheduled more than three (3) shifts on their preference forms

18.03 Part-time employees will be scheduled given shift and rest days preference by seniority, in accordance with their preference sheets.

Preference sheets shall include the following options:

- (a) Shift (Days/Swing/Grave)
- (b) # of Shifts per week
- (c) Start times within a shift
- (d) Preferred days off
- (e) Preferred working area, if applicable
- (f) Contacted for additional shifts that become available

18.04 Where a part-time employee is not at work on the day a new shift for him or her is posted nor is scheduled again prior to the newly assigned shift, he or she will be called by the Employer.

18.05 Part-time employees will receive the following pay per hour worked in lieu of benefits:

- Effective July 23rd, 2022: \$1.50

18.06 The Employer will use its best efforts not to erode full-time employment as at the date of ratification through the use of part-time employees. The Employer will discuss this and provide a workforce breakdown at the regular labour management meetings.

18.07 In no event shall part-time employees be scheduled to work more than five (5) consecutive shifts, regardless of pay-period.

18.08 Part-Time Contracts

The Employer may, where a need exists, elect to offer a part-time contract position. This part-time contract position will be to replace a current part-time employee who is on an extended leave that is in excess of three (3) months. The contract does not offer any guarantee of hours or of set shifts. A part-time contract position can be extended if the leave that created the need for the contract is extended. In the event that a contract is extended, the Employee has the option to 'opt-out' of the extension and return to their previous position. No contract extension can be for a longer

term than that of the original contract, except as agreed by mutual consent between the Union and the Employer. Human Resources will notify the Chairperson of the extension of a contract and who the leave applies to.

- 18.09 The Employer may also offer a temporary part-time contract position which is not related to a leave of absence. This temporary contract will be for a short duration of up to four (4) months. This temporary part-time contract position will follow the normal job posting procedure in accordance with Article 20.
- 18.10 Upon completion of the contract, the employee will be returned to his/her previous position, and other employees affected thereby will be returned to their previous positions on a similar basis.
- 18.11 New employees hired to fill a temporary vacancy can apply for a permanent position within their department at any time while they are in the contract position; however, they must complete their probationary period before applying outside of their department.
- 18.12 Employees working in a temporary contract may apply for a permanent position in the same job classification as their contract, and their thirty (30) day trial period will continue. However, employee's applying from a temporary contract to a permanent position of a different job classification, but within their department, will have their thirty (30) day trial period restarted.

ARTICLE 19 SHIFT BIDS

- 19.01 Where a full-time shift becomes available, the Employer will post the availability for three (3) days and will assign the shift to the most senior full-time employee in the classification who expresses a desire by placing his or her name on the notice. Employees will be permitted to remove their name from a shift bid, provided it is removed prior to the closing date/time.
- 19.02 Up to the next two (2) subsequent shifts, which become available as a result of this initial posting, will be subject to the same process and within fourteen (14) days after all three (3) postings have been completed, the reassignments will commence.
- 19.03 An employee, who is not scheduled to be at work during the bid process, may contact Union representative to have the request submitted on their behalf. Where an employee bids for a shift and that shift is awarded to them, they must move to the new shift.
- 19.04 All employees including those on WSIB, pregnancy and parental leave will be eligible to participate in shift bids. An employee who is absent on any other leave that has or is scheduled to exceed six (6) months will not participate in the shift bid process until they have returned to active work.

- 19.05 Any further shift will be posted in accordance with Article 20 and no full-time employee in the classification posted will be considered for such vacancy.
- 19.06 Annual shift picks will commence on September 1st annually and will be completed by November 1st annually. Where there are substantial changes to the schedule, the Employer may conduct a second shift pick which may not occur more than once per rolling twelve (12) month period. Any subsequent picks are subject to mutual consent between the Employer and the Union.

ARTICLE 20 JOB POSTING

- 20.01 In the event new jobs are created or vacancies in existing job classifications occur and the Employer intends to fill the vacancy, the Employer will post such new jobs or vacancies in order to allow any employees in another classification or status to apply. The job posting will include the classification, department, and may include the starting shift and days off. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift bid process in Article 19.
- 20.02 Postings will be placed on the Employer's bulletin boards and will clearly indicate the deadline date for the applications and the location or persons to whom applications will be made. The posting period will be for not less than five (5) calendar days from the date of the posting. A member of the Union Committee is permitted to apply for Job Postings on behalf of any member.
- 20.03 The successful applicant will be notified within ten (10) calendar days of the closing of the job posting and will be placed in their new position within twenty-eight (28) calendar days of the applicant being notified. Subsequent vacancies arising from a posting will be posted for three (3) calendar days.
- 20.04 No applicant from outside the bargaining unit will be hired unless the posting and selection process is completed and no bargaining unit applicant with the required skills, knowledge and ability to perform the job was selected. If no applications are received from seniority employees, or if none of the applicants is awarded the posted vacancy, the Employer may fill the vacancy in such manner as it determines.
- 20.05 Where more than one (1) employee from within the bargaining unit applies for a job posting, the position will be awarded to the most senior applicant with the skill, knowledge and ability to perform the job.

- 20.06 An employee does not have to forward a resume when applying for an internal posting; however, a resume will be requested during the interview process in order to demonstrate that they have the skills and abilities to perform the job.
- 20.07 It is agreed and understood that applicants for postings from First Nations will be given first priority, regardless of seniority, for positions over other applicants where they possess the skill, knowledge and ability.
- 20.08 If an employee does not successfully complete a thirty (30) day working trial period in the new position, either by resigning or being unsuccessful, the employee will be returned to his/her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis. The employee will be given five (5) additional shifts after the twenty (20) working day probation review has been delivered in order to improve their performance before the company makes the decision to move them back to their original position. Thereafter, the original vacancy will be filled by the next eligible applicant on the original posting, if any, in accordance with the posting provisions of this Agreement.
- i. Where there were no other qualified applicants during the original job posting, the Employer will not be required to re-post the position internally. If the vacancy has not been filled within a two (2) week period, from when the unsuccessful employee returned to his or her previous position, then it will be reposted.
 - ii. Where an employee was not successful during the thirty (30) day working trial period, they may only reapply again in the same new position after a six (6) month waiting period has expired, and they may only reapply for this same position three (3) times in any thirty-six (36) month period. Nothing in this Article stops an employee from reapplying for any other new position.
- 20.09 Where an employee bids or posts to a new schedule, the Employer will use its best efforts to accommodate his or her approved and scheduled vacation.
- 20.10 Employees on an approved leave of absence who have a foreseeable date for return to work within six (6) months shall be entitled to post on positions during their leaves of absence. Employees on maternity or parental leave or WSIB (if physically able) will be allowed to post regardless of return date. Should such employees be the successful applicant, the position will be filled pursuant to the provisions of Article 21, until such time as the person on leave returns to work.
- 20.11 Where a full-time employee submits a written request to become a part-time employee in the same classification, the request will be provided to

the Union. In the event the Employer is willing to approve the change in status it is agreed this will only occur where more senior full-time employees have been given the opportunity in advance by posting a memo within the department for seven (7) calendars days.

ARTICLE 21 TEMPORARY FULL-TIME POSTINGS (CONTRACT POSITIONS)

- 21.01 A "temporary vacancy" (contract position) is defined as a vacancy in a full-time position that is known to be of a duration of one (1) month or longer, which the Company intends to fill.
- 21.02 All full-time contract positions that are one (1) month to less than three (3) months in length will be offered to the most senior part-time employee in the classification. All full-time contract positions that are three (3) months or greater will follow a process in accordance to sub articles 21.04 to 21.08.
- 21.03 Fulltime employees in the same classification (different shift) within the same department may apply for the shift bid. The employee with the most seniority will be awarded the shift bid position. A member of the Union Committee shall be permitted to apply of any full-time contract on behalf of a member.
- 21.04 Any subsequent shifts, which become available as a result of the first shift bid posting(s), will be posted Casino wide in accordance with sub articles 20.01 and 20.02 and no fulltime employee in the classification posted will be considered for such vacancy. The senior part-time employee in the classification who applies will be appointed to the temporary vacancy, and will receive single benefit coverage for any contract known to be six (6) months or longer and will forego pay in lieu for this period. If there is no eligible part-time applicant then the temporary vacancy will be awarded in accordance with Article 20.04. The successful candidate will remain in the classification for the duration of the contract unless he or she is successful in obtaining a permanent position during the life of their temporary contract posting.
- 21.05 Upon completion of the contract the employee will be returned to his/her previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis.
- 21.06 New employees hired to fill a temporary vacancy can apply for a permanent position within their department at any time while they are in the contract position; however, they must complete their probationary period before applying outside of their department.
- 21.07 Employees working in a temporary contract may apply for a permanent

position in the same job classification as their contract, and their thirty (30) working day trial period will continue. However, employee's applying from a temporary contract to a permanent position of a different job classification, but within their department, will have their thirty (30) working day trial period restarted.

- 21.08 A temporary contract position can be extended if the leave that created the need for the contract is extended. In the event that a contract is extended, the Employee has the option to 'opt-out' of the extension and return to their previous position.
- 21.09 An employee exercising seniority rights to access a lower rated position in the bargaining unit will receive the rate of the lower classification based on their service credits. An employee will return to his or her original rate when he or she is recalled to the original position.

ARTICLE 22 TEMPORARY TRANSFERS

- 22.01 An employee who has the skill, knowledge and ability and is, by seniority, temporarily transferred by the Employer to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification.
- 22.02 An employee who is transferred by the Employer to a lower rated classification in the bargaining unit will be red circled at his/her rate of pay in effect at the time of such transfer for the duration of the transfer.
- 22.03 The Employer will offer temporary transfers, by seniority, to members on shift in the department. If there are insufficient volunteers for the temporary transfer, the Employer will mandate the junior employee on shift in the department.
- 22.04 Employees who have been displaced (by way of layoff or reductions) from a higher rated position to a lower rated position should receive some recognition of this experience if asked by seniority to temporarily transfer. Therefore, a displaced employee who is temporarily transferred by the Employer in accordance with Article 22.01 to a previously held higher rated position should receive the higher amount of either (a) the first point on the salary scale where there is at least a \$0.25 increase in the hourly wage rate from the current position, or (b) the pay rate at the progression point on the salary scale that the employee held at the time of his/her displacement from the position.

Note that employees will only progress on the salary scale of the current permanent position.

ARTICLE 23 TRANSFERS OUT OF THE BARGAINING UNIT

23.01 Employees who accept an offer of employment to a supervisory position, or to any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement and will lose all seniority accumulated.

ARTICLE 24 WORK OF SUPERVISORS

24.01 Supervisors and other employees excluded from the bargaining unit will not perform the core functions of the work regularly done by bargaining unit employees except with the following exceptions:

- (a) During emergency situations;
- (b) To avoid interruptions;
- (c) To respond to an immediate and specific guest need where a bargaining unit member is not readily available ;
- (d) Incidentally to their supervisory duties; or
- (e) For the purposes of instruction or training as may be necessary in the discharge of supervisory duties.

The above exceptions will not be used to deprive any bargaining unit employee of work time. The Employer will make calls to cover the shift and/or offer overtime and will inform the Union at the time or shortly after as to the reason for Supervisor doing the work.

ARTICLE 25 NEW CLASSIFICATIONS

25.01 When a new classification is created within the bargaining unit, the Employer will establish a wage rate and classification for such a new job and agrees to discuss with the Union its rationale for the rate. Vacancies within new classifications shall be posted with sufficient description of the work to be performed within thirty (30) calendar days of the start-up of the new position and any experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement

25.02 If the Employer and the Union fail to agree on the new rate or a classification for such new position, a policy grievance may be filed by the Union. The arbitrator will have authority to set the new wage rate and grant any retroactive wage increases to the date work commenced in the classification.

25.03 The Employer will provide the Union with copies of its job descriptions for all bargaining unit classifications. In the event that new job classifications are created, the Union will be notified and will receive a job description when such is prepared.

ARTICLE 26 DEALER TRAINING AND CLASSIFICATION

26.01 There are five (5) Dealer Classifications with different rates of pay on the number of table games the dealer is and remains capable of performing at a proficient and smooth level and service except in circumstances of disabilities as a result of workplace injuries. The Dealer Classifications are as follows:

- D1 Blackjack and all its variations and all "Carnival" games and all variations (i.e. games that require four [4] hours or less of training),
- D2 1 Major Game
- D3 2 Major Games
- D4 D3 plus 3,400 hours actively worked on table games at GBH from September 1, 2007 and successful completion of all mandatory Dealer training offered by the Employer
- D5 3 Major Games

Major Games

Hold'Em Poker (and variations)
Roulette (and variations)
Baccarat and/or Pai Gow Craps
Pai Gow Tiles

26.02 When a dealer satisfies the table test requirements for any game (s) in the next level he/she then advances to that level and the onus is then on the Employer to provide training for the remaining variations in that level and the employee cannot refuse the training.

26.03 Where the Employer determines that additional dealers are required for any new or existing game, the Employer will offer training on the following basis:

The Training opportunities will be posted containing the following information:

Game offered
Shift Availability (where Game is required)
Duration of Training

Number of training position

- (a) The Senior Dealers who express interest will be provided with the training opportunity (understanding that this may impact on their shift schedule during training). In the event an insufficient number of employees post for such training, the Company may elect to fill the training vacancy from those junior employees on the shift where the game is required.
- (b) Training opportunities will be offered in priority according to the demands of the business and according to the requirements of shifts. The Company will make efforts to plan and provide training opportunities in such a manner that it may be available to employees on all shifts.
- (c) All internal dealer training offered by the Casino will be paid at the employee's current rate of pay.

26.04 In the event any new games are introduced, the Employer agrees to discuss with the Union as to which level it will be assigned.

26.05 Fair game rotation will be provided by the Company, wherever possible. The Employer agrees to maximize the number of dealers who will be scheduled in "Pods", which will include a variation of games and stand-up/sit-down tables where possible. For the Inspectors, fair pit rotation will be provided by the Company wherever possible.

26.06 For the purposes of clarity, all dealer levels shall be considered sub-classifications of 'Dealer'. The term classification throughout this agreement shall be applied to all dealers regardless of dealer level.

ARTICLE 27 TRAINING

27.01 Should the Employer elect to train employees to be able to work outside their classification in the event of emergencies or unexpected fluctuations in business, such training will be offered as paid training.

27.02 Training opportunities will be offered to employees (other than for Dealers which training will be in accordance with Article 26) within a classification by seniority.

27.03 Employees who are called in for mandatory training or departmental meetings outside their regular shift will be paid at their regular rate for the time spent at the meeting or for a minimum of four hours, whichever is more. Time spent at meetings that extend a shift will be added to the total shift time.

27.04 Employees who request training (not mandated by the Employer) will not be paid for that training.

27.05 Employees scheduled by the Employer to provide training will receive a \$1.00 per hour premium. For clarity, the premium is only provided if the training is scheduled by the Employer and for the purposes of providing department specific training to new hires and transfers.

27.06 E-Learning

The Employer may institute training at home and e-learning. Where employees are assigned home training it will be paid at the regular hourly rate subject to the following:

- (a) the duration of the training will be pre-established and communicated to the employees and only the approved training hours will be paid;
- (b) payment for the training will only be made upon successful completion of the course including any tests. If an employee completes but does not pass any test associated with a home training assignment, they will meet with the trainer to achieve the necessary standard and will then be paid for the home training.
- (c) home training assignments will be given with a minimum seven (7) day window for completion and may be completed by an employee at a time of their choosing in that window;
- (d) home training assignments will be no longer than four (4) hours in duration and will, despite 17.01(b), be paid as straight time.
- (e) Where an employee does not wish to, or is not able to, perform home training, he or she will indicate this at the time of assignment and alternate arrangements will be made.

**ARTICLE 28
LEAVE OF ABSENCE**

28.01 The Employer may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on a leave of absence, unless agreed otherwise by the Union. An employee requesting a leave of absence shall do so in writing at least three (3) weeks prior to the commencement of the requested leave, except in cases of emergency. The Employer will respond to such request in writing within one (1) week. Approval of requests for leave of absence shall not be unreasonably denied.

An employee on a leave of absence will be provided the opportunity to make appropriate arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to six (6) months of continued absence. Benefit coverage will be maintained by the Employer for those employees who are absent on an approved medical leave of absence. In those cases where an employee absent on a medical leave does not qualify for Long Term Disability and yet does not return to work, the employee will be provided the opportunity to make appropriate

arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to one (1) year of continued absence

28.02 Union Leave

The Employer will grant a leave of absence without pay but without loss of benefits or seniority to up to six (6) members of the Union at any one time to attend Union business outside the facility for up to a total of one hundred and twenty (120) cumulative days per year, provided proper advance notice was given to the Employer. The Employer will continue the wages of an employee on such leave and will bill the Union monthly for reimbursement.

28.03 Local/National Union Position Leave

Any seniority employee elected or appointed to a full-time position in the local Union or National Union will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits and RRSP contributions to someone elected to a full-time position in the local Union and will bill the Union monthly for reimbursement.

28.04 Military Leave

Any employee who is an active member of a Canadian Reserve Status Militia Unit will be granted an unconditional leave of absence to fulfil his/her military obligation if he/she is called into Active Military Status, providing a copy of the official deployment standing order accompanies the Leave of Absence Application Form. The employee's seniority will accrue during such leave of absences.

28.05 Political Office Leave

Any seniority employee who is elected to the Federal, Provincial or Municipal Government will be granted a leave of absence without pay or benefits to fulfil his/her term of office. A written request for such leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue during such leave of absence. An employee returning to work from such leave of absence will inform his/her Employer at least three (3) weeks in advance.

28.06 First Nation Leave

Any seniority employee elected or appointed to a full-time position of the

Mississaugas of Scugog Island First Nation will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits, except the Employer will continue to provide benefits where a reimbursement arrangement is made with the First Nation.

28.07 Family and Emergency Leave

- a) Employees will be entitled to take up to an eight (8) week unpaid family medical leave in accordance with the Employment Standards Act to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks. The Employer will continue benefit coverage. The employee will continue to accumulate seniority while on a Family Medical Leave of Absence. An employee requesting a Family Medical Leave of Absence will notify the Employer as soon in advance as is possible except in cases of emergency. An employee may return to work before the end of the leave. The employee will give two (2) weeks notice to the Employer of the date on which they intend to return.
- b) The Employer will grant to employees ten (10) days of unpaid emergency leave each calendar year. Emergency leave may be taken in case of a personal illness, injury or medical emergency, the death, illness, injury, medical emergency of an immediate family member or other urgent matter that concerns an immediate family member. An Emergency leave of Absence may be taken consecutively or as one (1) day at a time. An employee will inform the Employer he or she will be taking an emergency leave of absence and if an employee has to begin an emergency leave before notifying the Employer, he/she must notify the Employer as soon as possible after starting the leave. Once an employee has been granted an emergency day or leave, the Employer will not call the employee to try to get them to come to work.

28.08 Medical Leave

Benefit coverage will be maintained for employees who are absent on an approved medical leave of absence for up to the first 119 calendar days of absence. An employee requesting a Medical Leave of absence will submit medical documentation as far in advance of the date of commencement of the requested leave as is possible except in cases of emergency. An employee returning to work from a medical leave of absence will submit medical documentation stating the employee is fit to return to work at least two (2) weeks in advance. Where an employee

does not qualify for Long Term Disability and yet does not return to work, the employee will be provided the opportunity to make appropriate arrangements, in advance, to maintain insured health and dental benefits by prepaying all of the premiums for up to one (1) year of continued absence. Employees who return from approved medical leave and whose benefits have been terminated will not be required to complete a three (3) month waiting period.

- 28.09 An employee returning from an approved leave of absence shall be returned to his/her former position with shift and days off, if available, seniority permitting. If an employee does not have the seniority to return to their regular position, or if the position no longer exists, the employee will displace the junior employee in the classification based on skills, knowledge and ability, seniority permitting, or will be laid off and the layoff and recall provisions of the Collective Agreement will apply.

ARTICLE 29 PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 29.01 The Employer will grant the employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.
- 29.02 An employee who qualifies for pregnancy, parental or adoption leave and wishes to take such a leave shall give the Employer at least two (2) weeks notice in writing of the day upon which the employee intends to commence the leave.
- 29.03 An employee who intends to resume employment on the expiration of a leave of absence granted pursuant to this Article shall so advise the Employer at least four (4) weeks in advance.
- 29.04 At the end of the leave, the Employer shall reinstate the employee to the same position with the same or similar shift and days off, displacing others with less seniority as necessary. If this opportunity is now unavailable, the Employer will provide the employee with alternative work of a comparable nature based on skills, knowledge and ability. The employee will be reinstated without loss of seniority.
- 29.05 Employees on pregnancy, parental or adoption leave will receive health and welfare benefits provided in this Agreement.
- 29.06 Where a seniority rated employee is off work on an approved pregnancy or parental leave and he or she qualifies for and is in receipt of Employment Insurance benefits, the Employer will repay both the weeks of lost earnings that were incurred during the waiting period. In no event will the employee receive a supplement which is greater than 100% of the employee's normal gross weekly earnings.

29.07 The Employer will provide a Supplemental Employment Benefits Plan which will pay a weekly gross payment of the lesser of \$100.00 or his or her average weekly earnings for an employee who is on an approved pregnancy or parental leave and is in receipt of Employment Insurance Benefits. In no event will the employee receive a supplement which, when added to the employees Employment Insurance benefit, is greater than 100% of the employee's normal gross weekly earnings.

ARTICLE 30 JURY DUTY

30.01 An employee who has completed his or her probationary period and who is called for jury duty, jury duty selection or subpoenaed as a Crown witness shall receive for each day absent from regular scheduled working hours, the difference between hourly earnings lost and the amount of jury or witness fee received.

30.02 Employees shall furnish evidence (Certificate of Service signed by the Clerk of the Court) to the Employer that they reported for or performed jury duty or appeared as a Crown Witness in a court of law on the days for which they claim payments.

30.03 Employees are required to report for work on days when they are not required on jury duty or to testify as a subpoenaed witness under 30.04 below in a court of law. Employees on jury duty who work in classifications that operate seven (7) days per week will, if they are on jury duty for more than three (3) days, be notionally placed on a Monday - Friday schedule matching the jury duty until the end of the week the jury duty or testifying as a subpoenaed witness concludes so as to minimize any disruption with their normal earnings and time at home while still meeting the Employer's operational requirements. The purpose of this Article is to ensure that employees shall receive consistent hourly earnings from the Casino despite the Jury / Crown Witness duty.

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

ARTICLE 31 BEREAVEMENT LEAVE

31.01 In the event of the death of a seniority employee's immediate family

member, the employee shall be granted an excused absence of four (4) normally scheduled consecutive and complete workdays (irrespective of regular days off and holidays). It is agreed and understood that "days leave" in the case of part-time employees, means the next four (4) days commencing with the date of death (or the day of the funeral if outside those four (4) days), whether scheduled or not, and in the case of full-time employees, means the next four (4) scheduled shifts (irrespective of regular days off and holidays).

- 31.02 Immediate family for the purposes of this Article shall mean the employee's spouse including common-law or same sex partner, and the employee and their spouse's parent, step-parent, child, step-child, spouse of child, grandparent, step- grandparent, grandchild, step-grandchild, brother or sister, brother-in-law, sister-in- law, legal guardian, step-brother or step-sister. The Employer reserves the right to request proof of the bereavement and proof of the relationship.
- 31.03 One day of bereavement leave with pay will be provided on the same basis as a leave in 31.02 in the case of the death of an aunt, uncle, niece or nephew of the Employee to attend the funeral. Unlike 31.02 this does not apply to in-laws and step family of a spouse or same sex partner.
- 31.04 Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.
- 31.05 Up to two (2) additional days of leave without pay will be provided to attend the funeral of any listed family member in this Article where the distance to the funeral is greater than eight hundred (800) kilometres away from Great Blue Heron Casino & Hotel and where sufficient proof of need is provided.
- 31.06 Employees may request to take their full Bereavement leave at a later date to attend a memorial service. Employees are not required to take Bereavement leave beginning from the date of death if there is no funeral immediately following death, but instead a memorial service at a later date.

ARTICLE 32 VACATION TIME AND VACATION PAY

- 32.01 All employees shall earn vacation credits based upon their service. Employees earn vacation pay as a percentage of hourly gross earnings. Vacation time is an entitlement and is based on service with the Employer.
- 32.02 For the purpose of this Article, "gross wages" is defined as an employee's regular hourly earnings, overtime earnings, paid leave of absence earnings and holiday pay.

32.03 The vacation time and pay for regular full-time employees is listed below. As full-time schedules may vary daily, the vacation entitlement is expressed in total hours rather than days.

| Years of Service | Hours Per Calendar Year | Vacation Pay |
|--------------------|-------------------------|--------------|
| First three years | 80 hours | 4% |
| After three years | 120 hours | 6% |
| After ten years | 160 hours | 8% |
| After twenty years | 200 hours | 10% |

Notwithstanding the vacation grid above, vacation time and vacation pay for Inspectors is forty (40) hours of time and two percent (2%) of pay higher at each threshold of this grid or the part-time grid, to a maximum of 12%.

32.04 On each January 1st, full-time employees will be advanced the full year's vacation time and pay for their service. The advanced pay will be based on expected regular full-time hours.

32.05 If an employee commences, terminates or changes employment status (ie. part-time to full-time) during the year, their credits will be advanced at that time pro-rated for the calendar year. Vacation may not be taken, except in exceptional circumstances, in the first six (6) months following a change to full-time status. New hire employees may not begin taking their vacation entitlement until they have completed six (6) months of service.

32.06 Vacation time for all employees must be taken during the calendar year in which it was earned, except for exceptional circumstances. Each department will designate when vacation can be taken and how many employees may be off at any one time.

Employees with three or more weeks of vacation time may defer their third or fourth week of vacation time up to a maximum of eighty (80) hours into the following year, the accrual must be taken in the first six (6) months of the following vacation year or the money will be paid out and the hours will be forfeited.

32.07 If a full-time employee terminates his/her employment and has been paid more vacation than the year's entitlement, the extra vacation paid will be deducted from their final pay. If a full-time employee is absent from work for more than three (3) months of the year, his or her vacation pay advance for the following year will be adjusted on a prorated basis.

32.08 An employee who has earned vacation credits under the terms of this article and retires quits or is terminated, shall receive payment in lieu of vacation due such employee. In the case of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.

32.09 Vacation Entitlement for Part-Time Employees

Part-time employees will receive vacation payment instead of vacation days, on the following basis. The vacation entitlement is based on years of continuous service with the Employer.

| Years of Service | Vacation Payment / Unpaid Time |
|----------------------|---------------------------------------|
| First year | 4% / 1 day per month up to 10 day max |
| After first year | 4% / 1 Week and 5 days |
| After fifth year | 6% 12 weeks and 5 days |
| After tenth year | 8% / 2 weeks and 10 days |
| After twentieth year | 10% / 3 weeks and 10 days |

For part-time employees, vacation is paid out bi-weekly and calculated on total earnings for the bi-weekly pay period. Part-time employees may book their corresponding weeks and days of unpaid vacation time each year. Weeks above must be taken as calendar week blocks of time away from work while days may be used individually.

Part-time employees must book a minimum 1-week block of vacation within the calendar year and any additional vacation entitlement may be deferred to the following year. The accrual must be taken in the first six (6) months of the following vacation year or it will be forfeited.

Part-time employees will have the option of banking vacation pay which can be paid out on written request of the employee. All banked vacation pay will be paid out at the end of the calendar year.

32.10 Vacation Scheduling

Employees will be informed of their vacation entitlement at the beginning of each year. A vacation selection window will open no later than October 15 and will close on November 30 annually. The selected vacation will be reviewed and the Employer will post the approved vacation in each Department by no later than January 1.

Vacations will be selected and scheduled each year based on seniority, with full time employees selecting first. Vacations will be selected by seniority on a rotational basis with the most senior employee in each classification being able to select a maximum of 80 hours before the next senior employee gets the opportunity to select his/her 80 hours until the

vacation dates have been selected. Employees must review the vacation availability and be in a position to use seniority rights to make vacation selection when the rotation reaches them.

- Pick 1 Full time employees by seniority may pick either a one (1) week block, a two (2) week block, or two 1-week blocks of vacation.
- Pick 2 Part time employees may by seniority pick either a one (1) week block, a two (2) week block, or two 1-week blocks of vacation.
- Pick 3 All employees by seniority may pick in single days up to the remaining time in their vacation allotment, or any remaining blocks the employee may have remaining in their allotment.

Any mandatory vacation that is not scheduled in the scheduling period will be taken at the discretion or as directed by the Employer and is subject to operational requirements.

When a part-time employee books a week of vacation above (a consecutive 5-day block as opposed to using individual days) they may receive two (2) days off on either end to make a total of nine (9) days away from work. This will be scheduled unless the employee indicates otherwise at the time of booking the vacation and does not deplete any further vacation time from them.

32.11 Death in Family During Vacation

An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

32.12 Where an employee becomes ill and eligible for sick leave prior to his/her vacation commencing, he or she shall have the right to temporarily terminate his or her vacation and when he or she becomes fit it will be rescheduled on mutually agreeable dates. If the employee recovers prior to the completion of the scheduled vacation, he or she will take vacation on those dates.

ARTICLE 33 PAID HOLIDAYS

33.01 The paid holidays recognized by the Employer will be as follows:

| | | |
|----------------|------------------|---------------------------------|
| New Year's Day | Labour Day | Christmas Day |
| Good Friday | Thanksgiving Day | National Indigenous Peoples Day |

Victoria Day
Civic Holiday

Canada Day
Boxing Day

Family Day

- 33.02 All employees will receive one (1) personal paid holiday that may be scheduled in discussion with his or her manager or designate. A personal day may be carried forward until June 30th of the following year. An unused personal day as of June 30th will be forfeited and will not be paid out.
- 33.03 It is agreed and understood that given the nature of the Employer's operation, employees may be required to work on a holiday. Where an employee is scheduled to work on any one of the above-mentioned holidays, then in addition to any holiday pay he or she may qualify for, he or she shall be paid at the rate of time and one-half (1 ½) his or her base hourly rate, for all hours worked on any shift that commences on the holiday and not for any hours from any other shift that runs into the holiday.
- 33.04 In order to qualify for holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:
- (a) Absent on vacation;
 - (b) Absent on either of those days and such absence is authorized by the Employer based on a medical certificate issued on the day of the absence by a qualified physician which is submitted to the Employer on the day the employee returns to work.
 - (c) Absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours and provides evidence of this and cooperates fully into an investigation into such absence.
 - (d) Employees who agree to, or are otherwise required to work on the paid holiday and fail, without meeting the requirements in paragraph 33.03 (b) or (c) above, to work their entire shift (unless an early out is authorized or an explanation is accepted by the Employer) on the paid holiday, will not be eligible for premium pay or holiday pay.
- 33.05 Holiday pay for Part-time employees will be calculated in accordance with the Employment Standards Act and its regulations governing continuous operations. Full-time employees will receive pay based upon his or her regular scheduled hours rather than on an averaging. Full-time employees who are absent on short term, long term or WSIB will have lieu time and pay calculated based upon an average. Where a holiday falls on a day when an employee is not scheduled to work or during an employee's vacation, and that employee otherwise qualifies for a paid holiday, then that employee shall be granted banked paid lieu time.

33.06 All employees who qualify for holiday pay will have his or her holiday pay and corresponding lieu time banked automatically, unless he or she provides a request form to be paid in advance to his or her supervisor. It is agreed that no more than six (6) months of lieu time may be carried at any one time by an employee or will be paid out. In order to schedule a lieu day, the employee must request the lieu time at least two (2) weeks in advance of the requested day off and prior to the schedule being posted. Lieu time will only be granted subject to the operational needs of the department.

ARTICLE 34 HEALTH AND SAFETY

- 34.01 The Employer and Supervisors all have responsibilities under the Occupational Health and Safety Act and will take all reasonable precautions for the safety of all employees.
- 34.02 The practice of safe working habits is the responsibility of each employee.
- 34.03 The Employer and the Union will have a Joint Health and Safety Committee ("JHSC") with three (3) members appointed by the Union and a matching membership appointed by the Employer. The Employer and the Union will jointly share responsibility for chairing such meetings. The Employer will maintain the three (3) Union members at Certification Level 2.
- 34.04 The JHSC shall create terms of reference and duties, including establishing a schedule for workplace inspections under section 9 (28), to ensure due diligence and compliance with the Occupational Health and Safety Act.
- 34.05 All minutes and reports of the JHSC and all Form 7's under the WSIA will be provided to the Union Health and Safety/ WSIB Representative, (who will have sole responsibility to provide these to the Unifor National Health and Safety Representative). Form 7's will be provided to the Union's WSIB/Health & Safety Representative within twenty-four (24) hours of submitting them to WSIB.
- 34.06 Time spent on JHSC workplace inspections and JHSC meetings shall be considered time worked and the members of the JHSC shall be compensated at their regular rate of pay for this time and also for up to one (1) hour of prep time in advance of JHSC meetings.
- 34.07 With proper advance notice to the Employer, a Unifor National Health and Safety Representative may be present and participate in any meetings of the Joint Health and Safety Committee. The Representative may also investigate any critical injury or fatality, where this investigation is done openly and in conjunction with the Employer and the JHSC.

34.08 The Employer, in an effort to address the number of accommodations, injuries and associated absenteeism, will provide stools for use by employees that are required to stand in a restricted place in the performance of their duties. This Article applies and is limited to the following classifications: Dealer, Guest Services, Cash Cage Cashier, Main Bank Cashier, Coin Cage Cashier, Players Club and Hotel Front Desk. The use of the stools is optional by each individual employee. The Employer will provide ten (10) stools in Table Games, one (1) stool for the Inspector at the Poker Podium (if, requested), and the other classifications listed above are at the request of the employee.

ARTICLE 35 DISCIPLINE

35.01 The Employer will provide advance notice to the Union of any meeting with an employee where the Employer is investigating an issue that may result in discipline for that employee. The Chairperson, or a Union Steward or Committee Person will be able to attend this meeting. It is understood that the Union will not impede the Employer's ability to ascertain the facts. When an employee is called to a meeting by the Employer where discipline or discharge will be imposed, the employee will have a Union Steward present. In the event of discipline, the interview will not proceed until a Union Representative is present and this provision is mandatory. Where discipline or discharge is sent to an absent employee by letter rather than in person, the Union Representative will be provided with a copy of the letter.

35.02 Where an employee maintains a discipline free record for a period of twelve (12) months, all records of discipline will not be relied upon in future discipline.

35.03 Where a dismissal is for theft or attempted theft, embezzlement, or any other fraudulent actions (whether involving the Employer, co-workers, customers), the Employer shall be required to establish that the employee committed the offence and will need to do so on the basis of there being clear and cogent evidence. If it is established that the employee committed the offence then the dismissal shall be deemed to be for just cause and the arbitration board shall have no power to alter or substitute the penalty.

35.04 In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence in 35.03 in light of the specific circumstances of the case and such penalty shall also not be subject to an Arbitrator's discretion. The imposition of such lesser penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

35.05 All discipline will be accompanied by a written record of discipline or

discharge issued to an employee. Coach and counsels and other daily supervisory corrections, which may or may not result in notes being maintained and/or placed in an employee's file, are not disciplinary and may not be grieved. These will be admissible at hearings to demonstrate an awareness and understanding of the Employer's expectations and for no other purpose.

- 35.06 In circumstances where discipline is being grieved, the Employer will permit the affected employee to review, at Step 2, any video recording which the Employer intends to rely upon as evidence. This will be subject to any AGCO approvals or requirements as to the procedure to be followed for such review. The Committee Person or Union Steward will be provided with the Surveillance Report so as to discuss the video content and will then return the Report. Videos and Reports will only otherwise be disclosed when subject to a "Raymond Order" by an Arbitrator properly seized with a grievance.
- 35.07 In the case of an investigative suspension, the Employer will have the right to suspend the employee, with pay. Such a suspension is not disciplinary. The Union will be notified of all investigative suspensions at the time of issuance. Notwithstanding the foregoing, if such suspension is the result of action involving a regulatory or law enforcement agency which results in an investigation of more than seven (7) days, such longer period shall be without pay.
- 35.08 In order to ensure that discipline is issued in a timely manner, it is to be given within ten (10) calendar days of when the incident was first brought to the attention of the Employer, unless it is resulting from an incident being investigated by a law enforcement or regulatory agency or unless otherwise agreed.

ARTICLE 36 GRIEVANCE PROCEDURE & ARBITRATION

36.01 A grievance is defined as any difference or dispute arising between the Union and the Company relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. There are three types of grievances under this Collective Agreement:

- (a) An Individual Grievance, which is an unresolved complaint of an individual employee wherein he or she believes that the Collective Agreement has been improperly interpreted, applied or administered to his or her detriment.

An Individual Grievance may be submitted at Step 1 of the grievance procedure following the attempt to try to resolve the matter as per 36.04.

- (b) A Group Grievance, which is an unresolved complaint of a

group of employees wherein they believe that the Collective Agreement has been improperly interpreted, applied or administered to their collective detriment. A group grievance may be submitted at Step 1 of the grievance procedure within ten (10) days of when the employees became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

- (c) A Policy Grievance which is an unresolved issue arising between the Union and the Employer around the interpretation, application or administration of the Collective Agreement but does not include matters which could be pursued either as an Individual or Group Grievance.

A policy grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure within ten (10) days of when the party became or ought reasonably to have become aware that the circumstances giving rise to the grievance occurred.

36.02 For the purpose of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall mean calendar days.

36.03 Employees who have a complaint shall first take the matter up with their Supervisor/Manager within five (5) days when the cause of the complainant occurred or ought to have reasonably come to the attention of the employee. The employee may be accompanied by a Steward and the Steward may also discuss the matter with the Supervisor/Manager before the grievance is committed to writing. If the matter is not resolved within five (5) days of it first being raised or if the decision of the Supervisor/Manager is not satisfactory to the Steward, the Steward/Committee Person may appeal the decision by filing a grievance. The grievance will be committed to writing and delivered to the Manager, Supervisor or the Human Resources department within five (5) days after the Steward has received the decision. Following the issuance of the grievance, proceed to Step One (1).

36.04 Grievances may also arise from the issuance of a corrective action by the Employer. An employee that is given a corrective action and feels that the subject matter or the punishment resulting from the corrective action is inappropriate may file a grievance within five (5) days after the Steward has received the decision. Grievances will be committed to writing and delivered to the Manager, Supervisor or Human Resources department. Following the issuance of the grievance, proceed to Step One (1).

36.05 Step One

The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. The Department Head or above, and

the Human Resources department shall convene a meeting with the Committee Person within five (5) days of the appeal. A Steward may also attend. The decision of the Employer shall be delivered in writing within five (5) days following the date of the meeting and, failing a satisfactory response in that five (5) day period, the Union may proceed to the next step.

36.07 Step Two

If the decision at Step One is not satisfactory to the Union, the Union may appeal the decision in writing to the Manager, Human Resources or his/her designate within ten (10) days after the Union has received the decision. The Manager, Human Resources (or designate) shall convene a meeting with the Chairperson, Committee Person and/or a Union representative from the National or Local within then (10) days after receipt of the appeal. The decision of the Employer shall be delivered in writing to the Chairperson within 10 days following the date of the meeting.

36.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration.

If no written request for arbitration is received within thirty (30) days after a decision under Step Two is given, the grievance shall be deemed to have been abandoned.

36.09 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step Two of the grievance procedure within ten (10) days after the date the discipline or discharge is affected.

36.10 A termination grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
- (b) reinstating the employee with or without compensation for time lost,
- (c) awarding a sum of money for loss of employment based on common law principles; or
- (d) by any other arrangement which may be deemed just and equitable by the parties or the Arbitrator.

36.11 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was first formally discussed or presented to the Employer.

36.12 No matter may be submitted to arbitration, which has not been properly

carried through all requisite steps of the grievance procedure.

- 36.13 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 36.14 Each of the parties hereto will share equally the expenses of the arbitrator.
- 36.15 Time limits may be extended by mutual agreement where there is a basis for the request to extend time limits and where it is made in writing in advance of the expiry of the time limits. Consent to a brief extension requested under this article will not be unreasonably withheld. Notwithstanding the provisions of subsection 48(16) no Arbitrator shall have the jurisdiction to hear any grievance which has not been referred to arbitration within the thirty (30) days after the issue was known or ought to have been known to the griever. Failure to issue a notice to arbitrate within this time limit will result in the grievance being deemed to have been abandoned.
- 36.16 The parties agree that during the grievance procedure either party upon request is entitled to receive from the other disclosure of all relevant documents including any notes. The Chairperson or his/her designate will be permitted to view any footage from Surveillance that is deemed relevant to the situation, subject to AGCO regulatory approval.
- 36.17 An employee who has a grievance and is required by the Union and notice provided to the Company to attend any Step meetings under the grievance procedure shall suffer no loss of regular pay to attend such meetings. It is understood, however, that such meetings will be scheduled by the Employer and may not be during regular working hours. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.
- 36.18 Upon two (2) weeks' notice, an employee (other than a griever) who is required at an Arbitration and is summonsed as a witness may attend the day or days of arbitration without loss of regular pay for such day or days if he or she was otherwise scheduled. Any conduct and travel money paid with a summons must be provided to the Employer.
- 36.19 As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a grievance to mediation.
- a) The Employer and Union may agree in writing to the appointment of a mediator where the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner.
 - b) In discussion with the parties, the Mediator will establish a meeting and a process for consulting on the case and providing an assessment to the parties.

The purpose of the meeting is to clarify the issues or facts in dispute. The parties may make such further representation or adduce such evidence as the Mediator may permit or require but the Mediator shall not be obligated to conform to the rules of evidence.

- c) The parties shall supply the Mediator and each other with concise and brief written

representations on which they intend to rely which will be exchanged not less than five

(5) calendar days before the commencement of the hearings of the Mediator.

- d) Where the parties agree in writing, a Mediator may be provided with the powers and limitations of an arbitrator as set out herein. In such a case, the decision of the Mediator shall only be applicable in the case in questions and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Mediator shall:

- i. Be consistent with the provisions of this Agreement
- ii. Be confined to the grievance referred to him or her.

36.20 The Union and the Employer shall each be responsible for one-half (1/2) the expenses of any fees payable to the Mediator.

ARTICLE 37 CESSATION OR EXPANSION OF OPERATION

37.01 Where possible, the Employer shall advise the Union and the employees at least one hundred and fifteen (115) days in advance of any planned permanent shutdown of its Casino. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.

37.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss the closure with a view to ensuring an orderly closure, to consider available public resources to support employees for a labour adjustment program and to negotiate a closure agreement.

37.03 If the casino arranges to move to a new location, the Company agrees to advise the Union of the planned date for the move as soon as practical after the date is set, and will also promptly advise the Union of any changes to the planned moving date. The company agrees to meet with the Union to discuss any impact the move may have on the bargaining unit with respect to the planned relocation.

ARTICLE 38 CONTRACTING OUT

38.01 The Employer and the Union have discussed the impact of contracting

out or contracting in on employees of the Bargaining Unit. The Employer will not contract out core bargaining unit work where the work can be performed by one or more bargaining unit members or results in a layoff of one or more employee(s). Before any work that is normally performed by a bargaining unit member is contracted out, management will discuss its intentions with the local union. In such discussions, the employer will fully disclose its reasons for the tentative decision to contract or subcontract and give the local union an opportunity to suggest ways which the work might otherwise be performed. Where work is contracted out, the Employer will offer all existing employees in the affected classification the opportunity to maximize their overtime.

ARTICLE 39 TECHNOLOGICAL CHANGE

39.01 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.

39.02 Advance Notice

If the Employer anticipates that a technological change will likely result in the direct loss of employment of any employee(s) in the bargaining unit, the Employer undertakes to notify the Union at least forty-five (45) days in advance. The Employer will then meet with the Union in advance of the implementation to discuss the nature of the changes and to identify the positions eliminated.

39.03 Training

Where a technological change results in a reduction to a classification and there exists a need for employees in another classification, such employees shall at the expense of the Employer, be provided with a reasonable period of training. Employees displaced from their jobs; as a result of a technological change will have the right to displace junior employees pursuant to the layoff provisions of the Collective Agreement.

39.04 New Positions

Any new position created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

ARTICLE 40 UNION PENS, PINS

40.01 Employees will be permitted by the Employer to use pens, pins and lanyards bearing the name of the Union. It is agreed that these will not

make any other statement and will be consistent with any reasonable policy under 40.02 below.

40.02 The Employer provides uniforms to present a professional clean and consistent image to its patrons and, as such, the Employer may establish policies regarding appearance and including the wearing of any pins, lanyards or other labels. Employees are entitled to wear a poppy or pin in early November.

40.03 The Employer shall allow members to wear a military service pin.

**ARTICLE 41
NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, NATIONAL DAY OF
REMEMBRANCE AND ACTION ON VIOLENCE AGAINST WOMEN,
NATIONAL DAY FOR TRUTH AND RECONCILIATION**

41.01 While it is understood by both the Employer and the Union that many areas of the Employer's operation cannot be abruptly ceased (including but not limited to Slots, and any employees handling money and/or chips), where reasonably possible, employees will be allowed one (1) minute of silence each year, at 11:00 a.m. on:

- (a) April 28th in observance of those workers killed on the job,
- (b) September 30th in observance for the National Day for Truth and Reconciliation
- (c) November 11th in observance of Remembrance Day,
- (d) December 6th in observance of the National Day of Remembrance and Action on Violence Against Women

The Employer will announce to employees and patrons that we will be observing a minute of silence at 11:00 a.m.

**ARTICLE 42
TRAVEL ALLOWANCE**

42.01 Where an employee is required to use his or her own automobile for Employer authorized business and where such use and expense is approved in advance of being incurred, he or she will be reimbursed at the same rate per kilometre in accordance with the Employers policies for other hourly staff.

**ARTICLE 43
GAMING REGULATIONS**

43.01 The operations of the Employer and the employment of its employees are governed by gaming laws, acts and codes, regulations and directives.

Accordingly, this Agreement must be read subject to the requirements, provisions, limitations and terms of any valid laws, acts and codes, regulations and directives and subject to the authority and directives of any authorized Gaming Authority and will be interpreted as necessary to ensure compliance.

**ARTICLE 44
CLASSIFICATIONS AND WAGES**

44.01 The Employer will pay employees pursuant to the wage schedule attached hereto as Schedule "A" and forming part of this Collective Agreement.

**ARTICLE 45
PAYMENT OF WAGES**

45.01 The payment of wages will be made biweekly on Friday by direct deposit and pay stubs will, subject to unforeseen circumstances, be made available the day prior.

45.02 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows:

(a) Pay shortages of less than two (2) hours, pay shortages that arise out of employee error and pay overages will be adjusted on the next pay cheque.

(b) For pay shortages of two (2) hours or more, the Employer will make every effort to make the adjustment within two (2) business days of the shortage being identified to the Supervisor but will not exceed three (3) business days.

45.03 Employees to be notified by Payroll of the garnishment of their wages, with a copy of the documentation to be provided to the employee, by the Employer.

**ARTICLE 46
REPORTING PAY**

46.01 Any employee reporting for work on their regular scheduled shift, and who has not been notified not to report to work, will receive a minimum of four (4) hours pay at the applicable hourly rate, except when the circumstances are beyond the control of the Employer.

46.02 As a condition of payment pursuant to 46.01 above, the employee must perform such work as is assigned by the Employer.

**ARTICLE 47
EMERGENCY CALL BACK PAY**

47.01 Employees will receive four (4) hours' pay at the applicable hourly rate of pay for all hours worked, if called in outside of their scheduled hours. This minimum does not apply when employees work into their regularly scheduled work day.

**ARTICLE 48
PAID TIME OFF BENEFIT**

48.01 The Paid Time Off Benefit applies to all full time and part time employees.

The Paid Time Off Benefit is to provide eligible hourly employees the opportunity to take paid time off for a planned interruption from the workplace, to attend to personal pre-scheduled affairs or when an employee is not medically fit to report to work.

An employee who is on an approved leave will have their Paid Time Off Benefit pro-rated based on the following:

| | | |
|-------------------------------------------------|----------------------------------------------|------------------------------------------------------|
| Return to work January 1 to April 30 | Return to work May 1 to August 31 | Return to work September 1 to December 31 |
| Eligible for five (5) PTO days | Eligible for three (3) PTO days | Eligible for two (2) PTO day |

48.02 The Policy applies to all regular (part time and full time) hourly employees of Great Blue Heron Casino & Hotel. Casual on call, temporary or contract employees are not eligible to participate.

48.03 Eligible hourly employees will receive the Paid Time Off Benefit which consists of five (5) Paid Time Off days. A Paid Time Off day is considered (8) eight hours paid at the team member's primary job code rate.

48.04 Paid Time Off days are granted on January 1st of each year and to be used by December 31st of the same year. Unused Paid Time Off days will not be carried over to the next year but instead will be paid out in the first quarter of the following year.

48.05 An eligible employee is a regular hourly part time or full-time employee that is employed by the Company. All eligible hourly employees employed on January 1st of each year will be granted five (5) days of Paid Time Off. If an employee is hired into or transfers into an eligible class (e.g. from

casual on call to regular status) the employee must wait until the following January 1st to be eligible for the Paid Time Off Benefit

48.06 Benefit Administration

- (a) Paid Time Off days are to be used within the payroll year they are granted.
- (b) The granting and scheduling of Paid Time Off days are subject to operational needs.
- (c) Paid Time Off days cannot be carried forward from year to year.
- (d) Paid Time Off days may be used in conjunction with vacation and Public holidays as long as it is submitted to the Department Manager/Supervisor for review and approval before it is granted.

48.07 Payment of Unused Paid Time Off

- (a) If an eligible employee is employed on the Paid Time Off Benefit payout date in the first quarter of the next payroll calendar year and has unused Paid Time Off days from the prior year, those unused Paid Time Off days will be paid at the employee's current primary job code rate.
- (b) If an employee moves from regular hourly status to another status such as casual on call, temporary, contract or salary between the last day of the payroll year and the Paid Time Off Benefit payout date in the first quarter of the next payroll calendar year, and the employee has unused Paid Time Off days from the prior payroll calendar year, then the employee will be paid the remainder of their days owing at their current primary job code. This payment will be processed before the employee transfers into their new position.
- (c) An employee's participation in the Paid Time Off Benefit is meant to provide flexibility and is a benefit to employees. Since it is a benefit to retain and assist current employees, there is no entitlement or 'value' for employees who are leaving their employment. Upon the date an employee's notice of resignation is received by the Company or upon involuntary termination of employment, an employee will not be eligible to take any unused Paid Time Off days or to receive the payout of any unused Paid Time Off days (including any unused days from the prior payroll year), if applicable.

48.08 Eligible employees are required to complete a Request for Leave of Absence form to request a Paid Time Off day(s). The employee's manager must verify the employee has the number of requested Paid Time Off days remaining to take and approve (or not based on operational needs/requirements) the completed Request for Leave of Absence form. If an employee is unable to complete a Request for Leave of Absence form before taking their Paid Time Off day(s) their manager will enter and approve the Paid Time Off day(s) in the time and attendance system and

will be responsible for obtaining the completed Request for Leave of Absence form from the employee upon their return to the workplace.

Management will approve Paid Time Off requests whenever possible, providing operational requirements are met.

Paid Time Off days will be assigned in order of occurrence.

Employees wishing to take Paid Days Off days are required to provide as much notice as possible to ensure all operating requirements of departments are met. Insufficient notice may result in the employee's Paid Time Off request being denied.

Paid Time Off days will not be granted for partial shifts (which includes any Gradual Return to Work shifts.)

Paid Time Off days cannot be used when an employee is reporting late for their scheduled shift of work, nor when an employee fails to report for their scheduled shift of work.

Paid Time Off days may not be used in replacement of a legislated leave, such as under the Ontario Employment Standards Act - Family Responsibility Leave, Maternity/Paternity/Parental Leave, Reservists Leave, etc.

Any otherwise applicable pay premiums or tips will not be applied when the Paid Time Off day is used.

Paid Time Off days may be used at the commencement of a Company approved Unpaid Medical Leave of Absence.

Paid Time Off days must be used before a request for a personal leave of absence will be granted by the employee's manager.

Paid Time Off days may be used when an employee is not medically able to report to work. An employee who, due to illness or injury, is unable to report for work as scheduled is required to contact their Department Manager/Supervisor on duty in order to "call in sick" and to provide as much advance notice as possible (ideally a minimum of two (2) hours pre-shift). Failure to provide appropriate notice may result in the employee's Paid Time Off request being denied.

- 48.09 Where a seniority rated employee is off work on a non-work related illness or injury and he or she qualifies for and is in receipt of Employment Insurance sick benefits, the Employer will repay up to one (1) week of lost earnings that were incurred during the waiting period. In no event will the employee receive a SUB benefit which is greater

than 95% of the employee's normal gross weekly earnings.

- 48.10 The Employer will provide a Supplemental Employment Benefits Plan which will pay a weekly gross payment of the lesser of \$100.00 or his or her average weekly earnings for an employee who is on an approved sick leave and is in receipt of Employment Insurance Benefits. In no event will the employee receive a SUB benefit which, when added to the employee's Employment Insurance benefit, is greater than 95% of the employee's normal weekly earnings.

ARTICLE 49 HEALTH, DENTAL, LIFE AND LTD

- 49.01 The Employer will provide the Union with a copy of the full text of the benefit plans. It is understood that the Employer may at any time substitute another carrier for any Plan provided the health, dental and life insurance benefits conferred by this collective agreement are not substantively decreased. Before making such a substitution, the Employer shall notify the Union to explain and discuss the proposed change and will provide a full copy of the proposed plan.
- 49.02 It is understood that the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer. Where requested by an employee the Employer will, in good faith, support them in their communications with the carrier and in ensuring that the carrier considers and responds to the employee's concerns. The Employer's responsibility is fulfilled by arranging the purchase of the benefits as outlined in this agreement.
- 49.03 The employee has an obligation to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery. The Employer will inform employees of the ability to enroll and make all forms available.
- 49.04 The Union and the Employer will discuss methods of ensuring that benefit costs are managed in a cost effective and yet beneficial manner.
- 49.05 An eligible full-time employee is a full-time employee who has successfully completed probation and has been employed as a full-time employee for the initial waiting period required by the plans. Premiums for these Plans are 100% paid by the Employer except where outlined below. Effective January 23, 2019, Long Term Disability (LTD) plan premiums are eighty-five percent (85%) paid by the Employer and fifteen percent (15%) by the employee. It is understood that the employee contribution will be the lesser of the fifteen percent (15%) of LTD premiums or the employee

LTD premiums in effect at the OGGTA (Ajax and Woodbine Casinos), up to a maximum of \$20.00 per month.

49.06 The Employer will move to reduce the waiting period to three (3) months and would have the Plans structured, where possible, so as to allow for part-time employment to count towards the waiting period.

49.07 Subject to any limitations below, the Life, Long Term Disability, Prescription Drug & Health, and Dental insured plans will provide the following benefits for eligible full-time employees and as outlined for their spouse and/or eligible dependents as provided in the existing plans except as specifically amended by this article.

49.08 Long Term Disability

The Employer will maintain its current or a substantially similar Long Term Disability Plan which provides no lesser benefit for any qualified full-time employee who is totally disabled for a period of longer than one hundred and nineteen days. Participation for full-time employees is mandatory.

The Employer will discuss with the Union the possibility of an independent medical assessment dispute resolution system.

Effective no later than January 1, 2015 the Employer will amend the LTD Plan so as to provide a one (1) year "Own Occupation" period followed by an "any occupation" definition.

49.09 Dental

- (a) Basic routine service, covered at one hundred percent (100%) for twice annual (calendar year) oral examinations, twice annual polishing and fluoride treatments, twice annual X-Rays (except full mouth and panorex which are every two years), extractions, fillings, space maintainers, denture adjustments and periodontics. All of this paid at the current ODA fee schedule.
- (b) A complete examination once every three (3) calendar years. Recall examinations once every nine (9) consecutive months.
- (c) Major dental services covered at eighty percent (80%), gold inlays and onlays (every five calendar years), retentive pins in inlays, onlays and crowns (every calendar year), jackets, crowns and bridges to rebuild and replace missing teeth (once every 5 calendar year), prosthetics (once every 5 calendar year).
- (d) All basic and major services combined are subject to a calendar year maximum of \$2000.00.
- (e) Dentures covered at eighty percent (80%) to a three-thousand-dollar (\$3000) lifetime maximum.
- (f) Orthodontic services are covered at fifty percent (50%)

coverage to a lifetime maximum of two-thousand dollars (\$2000) for dependent children aged six (6) to eighteen (18). A treatment plan must be submitted in advance and the initial payment will be no more than 33.33% of the total treatment cost.

- (g) Expenses in excess of five hundred (\$500.00) dollars will be subject to a pre-approval of a treatment plan.

49.10 Prescription Drug & Health

- (a) reimbursement of one hundred percent (100%) for drugs that legally require a medical prescription and are dispensed by a pharmacist, subject to a dispensing fee cap of twelve dollars (\$12). This does not include over the counter drugs and the maximum onetime payment will be for a ninety (90) day supply. Generic drug substitution will be used save where there is a medical requirement for non-generic.
- (b) employee to be provided with a drug card
- (c) semiprivate hospital care (where available and excluding chronic care)
- (d) vision care is 100% reimbursement to a maximum of three hundred dollars (\$300) per twenty-four (24) month period for each covered person; includes contact lenses or Laser Eye Surgery, and eye examinations up to a reasonable and customary amount once every twenty-four (24) months, per person.
- (e) Paramedical services including chiropractor, chiropodist, massage therapist, audiologist, naturopath, osteopath, podiatrist, psychologist, acupuncturist and speech therapist reimbursed subject to a yearly maximum of five hundred dollars (\$500) per practitioner / specialty once any OHIP maximum is satisfied.
- (f) Physiotherapist services reimbursed up to a yearly maximum of one thousand dollars (\$1000) for each covered person once any OHIP maximum is satisfied.
- (g) Defined room and board charges (excluding chronic care) in a convalescent home or physical rehabilitation facility where certified as medically necessary, where residence occurs within 48 hours of a hospital stay of at least five days and where it is due to the same sickness or accidental bodily injury which was the reason for the hospital stay. The maximum benefit period is 180 days and the charges are limited to the difference between the Provincial Medical Allowance and the institution's semi private room charge.
- (h) the purchase, repair or replacement (excluding replacement batteries and routine maintenance) for hearing aids are covered up to five hundred dollars (\$500) every five (5) year period for each insured individual.

- (i) orthopedic shoe coverage is one pair per calendar year up to a maximum of one hundred dollars (\$100) for an insured individual as prescribed by a chiropractor, podiatrist, chiropodist or physician and are specifically designed and custom constructed.
- (j) orthotics are covered at five hundred dollars (\$500) for an insured individual per calendar year, which are specifically designed and custom constructed and prescribed by a chiropractor, podiatrist, chiropodist or physician.
- (k) The cost of a wig where hair loss is due to accidental injury or illness when prescribed by a physician up to a lifetime maximum of \$1000.00.
- (l) Nursing care by an RN, RPN or RNA up to \$5,000.00 maximum every twelve consecutive months excluding care rendered in a hospital, by a relative or person sharing an address with the insured or for care which does not require the specific skills of an RN, RPN or RNA.
- (m) out-of-country medical coverage for emergency medical services up to the difference between reasonable and customary charges and the respective Provincial Medical Allowance. To be eligible the insured must be insured for Out of Canada coverage by a Provincial Medical Plan and the treatment must be one which could not be delayed without medical risk until the return to residence.
- (n) Out of country travel assistance including emergency evacuation, repatriation of body of deceased and return of automobile subject to existing terms, limits and conditions.
- (o) coverage for smoking cessation products up to a lifetime maximum of \$350.00.
- (p) coverage for prescription drugs for the treatment of infertility are limited to a lifetime maximum of \$15,000.00.
- (q) Reasonable and medically necessary medical supplies such as artificial limbs, eyes, splints, trusses, oxygen, IUDs, crutches, surgical supplies, wheelchair or hospital bed.
- (r) Coverage for diabetes supplies
- (s) Reasonable and customary ambulance services within the Province.

49.11 Life Insurance

Full Time

- (a) Basic Life Insurance of two times (2X) the employee's annual base salary with a non-evidence maximum of \$150,000 and

a maximum of \$300,000. The maximum after age 65 until termination of the benefit at age 70 is reduced 50% and subject to a maximum of \$150,000. Premiums are 100% paid by the Employer.

- (b) Accidental Death and Dismemberment with a principal sum equal to the employee's life insurance.
- (c) Dependant Life Insurance of ten thousand dollars (\$10,000) for each dependant child or twenty thousand dollars (\$20,000) for the employee's dependant spouse subject to the existing terms, conditions and limitations.
- (d) Optional voluntary employee paid life insurance in any amount up to \$500,000 without open enrollment.

Part-Time

Part-timers are provided with basic Life Insurance of thirty thousand dollars (\$30,000). Premiums are one hundred (100) % paid by the Employer.

- 49.12 The benefit plans, save and except Long Term Disability coverage, will continue upon lay off of an employee until the last day of the month following the month of lay off. In all cases of a permanent move from full-time to part-time due to a displacement, benefits will continue to the end of the last pay period within the month during which the change occurs; however, in no case shall benefits be terminated prior to fourteen (14) days after the displacement. After that date, the part-time employee will move to the part-time employee benefit scheme.

ARTICLE 50 REGISTERED RETIREMENT SAVINGS BENEFIT

- 50.01 All employees, after six months of service, qualify for a Registered Retirement Savings Benefit. A similar non-Registered Retirement Plan will be arranged for Status employees.

The Great Blue Heron Casino & Hotel will pay a contribution of two and one quarter (2.25) percent of each employee's gross hourly wages if he or she enrolls into the Plan. A further matching contribution of up to four and one quarter (4.25) percent will be made if the employee commits to making contributions through payroll deduction.

- 50.02 Employees who qualify for the RRSP benefit may make additional voluntary contributions into their RRSP Plan up to the legal annual maximum. Such contributions will be expressed as a percentage of each employee's gross hourly wages. Such contributions will not be matched by the Employer.

50.03 The RRSP is provided for retirement savings and the Union and the Employer recommend any withdrawal be carefully considered. The employee who makes any deductions from his /her account will be responsible for all tax consequences and any administrative fees levied by the account manager.

**ARTICLE 51
GRATUITIES/GIFTS**

51.01 Employees will not accept gifts or gratuities except as expressly provided by the Employer's policies. There can be no individual or group grievances around entitlement to/ or process for distribution of gifts and gratuities. Where required by law the Employer will administer the tips through payroll and make deductions. The division of the tips will be as determined by the Union or a Tip Committee established by the Union.

51.02 The Employer agrees to recognize tip committees for each department or classification which shall be selected by the employees and which shall create by-laws with the assistance of the Union Chairperson.

51.03 The Employer agrees to inform and communicate an Automatic Gratuity of eighteen percent (18%) for service provided to tables of eight (8) guests or more. The Employer will provide signage to patrons to inform them of the Automatic Gratuity level prior to their being seated and at the conclusion of their service.

The Employer and the Union agree that this does not constitute a guarantee of a gratuity should the guests refuse to pay the Automatic Gratuity due to their perceived unacceptable service level and/or if they believe that their comp is suitable payment, the Employer will not be held accountable, nor will they be expected to pay the full or partial amount of gratuity that the server does not receive.

**ARTICLE 52
GAMING LICENSE**

52.01 The Employer will reimburse the Gaming License fee paid by the employee on his or her first pay cheque after successful completion of the probationary period. If the employee resigns or is dismissed for cause prior to sixty (60) days worked following successful completion of probation, then the fees paid will be owed to the Employer and will be withheld from any wages owing.

52.02 The Employer will pay the subsequent AGCO fees for renewal of the license and will pay mileage expenses where such are incurred.

52.03 When an employee is required to attend at the AGCO for his or her four-year renewal and is scheduled to work on that day, he or she will be provided with an additional shift giveaway to be used for that day or may arrange a shift switch.

ARTICLE 53 EQUIPMENT AND TOOLS

53.01 The Employer will make available all necessary tools and equipment at no cost to the employees. Such tools and equipment will remain the property of the Employer and the employees will be required to take reasonable care of this property and may be required to sign out certain equipment and tools. Employees will be held responsible for the cost of a tool or equipment under their care where it is lost or damaged as a result of their negligence or deliberate actions.

ARTICLE 54 UNIFORMS

54.01 Uniforms shall be determined by, provided by and replaced by the Employer, as it requires on an as-needed basis.

54.02 Employees are responsible for caring for his or her uniform and maintaining it in a clean and useable state.

54.03 Upon leaving employment, an employee is required to return all uniforms provided and any and all keys, cards and other Employer material. Failure to do so without providing an acceptable reason will result in any outstanding wages and/or vacation pay from the employee's last two (2) weeks of pay being withheld until such time as the employee has made contact with the Employer. Thereafter up to \$250.00 may still be withheld unless the uniform and Employer material is returned or alternative arrangements suitable to the Employer and the employee are agreed upon.

54.04 Any uniform provided in a two (2) year period and not accounted for or returned upon request will be deducted from wages up to one hundred and fifty dollars (\$150.00).

54.05 The Employer will provide three (3) new jackets of varying sizes for the use of employees who have to go outside in the performance of their duties.

**ARTICLE 55
PERSONAL PROTECTIVE EQUIPMENT**

- 55.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed in the provisions of the Occupational Health and Safety Act.
- 55.02 The Employer will also provide employees with such protective equipment, devices and safety clothing as it deems necessary, at no cost to the employees, excluding safety footwear which may involve some cost on the part of the employee and which is covered in Article 55.04.
- 55.03 Employees shall be responsible for the safekeeping of the items. Such equipment, devices and clothing shall be replaced at no cost to the employee if required as a result of normal wear and tear. The Employer will also provide employees with access to winter boots, hats and jackets, complete rain apparel, and safety clothing as it deems necessary for the safe performance of their assigned duties, at no cost to employees. Housekeeping employees will be provided with a hat, a pair of gloves and a jacket liner in accordance with the Employer's uniform practice.
- 55.04 Where an employee is required as a condition of employment to wear safety footwear, the Employer will provide each seniority employee with reimbursement up to one hundred and fifty dollars (\$150) for one (1) pair of safety boots following the completion of the probationary period and once each calendar year thereafter upon provision of an original receipt and proof of purchase and use.
- 55.05 Where an employee of the Food & Beverage Kitchen department is required as a condition of employment to wear safety footwear, the Employer will provide each seniority employee with reimbursement up to a combined maximum of one hundred and fifty dollars (\$150) for two pair of safety footwear following the completion of the probationary period and once each calendar year thereafter upon provision of an original receipt and proof of purchase and use.
- 55.06 Where a Physician indicates in writing that an employee requires an external appliance (eg. wrist, elbow or knee brace), this will be recorded in the employee's medical file and accommodated where possible.

**ARTICLE 56
BULLETIN BOARDS**

- 56.01 The Employer will provide the Union with access to two (2) locked bulletin boards accessible to both the Union and the Employer for the posting of the following notices:

- (a) Notices of Union elections
- (b) Union election results
- (c) Notices of Union meetings
- (d) Notices of Union recreational and social events
- (e) Names of Stewards and Executive
- (f) Local Union by-laws
- (g) Minutes of Union meetings
- (h) Bi-Weekly Tip Info

56.02 Notices shall be endorsed by the Chairperson or designate and must be provided to the Manager, Human Resources or designate prior to posting.

56.03 The bulletin board is provided solely and exclusively for the purposes identified above. It shall not be used to demean or make derogatory comments about employees, the Union, the Employer or management of the Employer.

ARTICLE 57 PARKING

57.01 Employees must only park in designated areas at the Casino. The Casino will provide this area for parking without charge and is not responsible for any loss, theft or damage suffered by a user of the parking area. The Employer will make available suitable lighted parking for all employees at no cost.

ARTICLE 58 STAFF CAFETERIA

58.01 The Employer shall provide for all employees a staff cafeteria including four (4) microwave ovens, toaster and providing, hot and cold food, refrigerated milk and soft drinks. The Employer will continue to provide bread, bread spreads, coffee, tea, pop, juice, and condiments or similar items at its discretion at no charge to the employee.

58.02 The staff cafeteria will be operated on a "break-even" basis, with prices set to recover the operating costs of the cafeteria.

ARTICLE 59 UNION RESOURCES

59.01 The Employer agrees to provide the Union with:

- (a) three (3) telephones / lines with voice mail boxes once a new telephone system is installed;

- (b) up to five (5) mail slots;
- (c) use of a meeting or training room for meetings where it is not otherwise required by the Employer;
- (d) a locking file cabinet;
- (e) a Union office, with three (3) desks and three (3) chairs
- (f) three (3) computers and a printer, and
- (g) use of the boardroom when it is available.
- (h) High-speed Internet

59.02 The Employer will use its best efforts not to move the Union office from its current position in the maintenance building.

ARTICLE 60 PERSONNEL FILE

60.01 The Employer will permit an active employee, upon the employee's reasonable request, to inspect his/her personnel file and/or his medical file, at a mutually acceptable time. The employee and/or Union representative with written consent from the employee has the right to obtain copies of documents in his/her personnel file and the Employer, upon the employee's request, will furnish the requested copies. The review will take place in the presence of a management representative and there will be no right to remove items from the file.

ARTICLE 61 ATTENDANCE/REPORTING ABSENCE

61.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Manager or his/her designate as far in advance as possible of his/her scheduled starting time, giving the reason she/he is unable to attend work, the date of expected return, and the details as to where she/he can be contacted during the absence. Call-ins to report an absence must be made by the employee no later than two (2) hours prior to the start of the employee's scheduled shift except where this is not medically possible or is otherwise demonstrably impossible.

61.02 Attendance Management

Employees are required to cooperate with any reasonable Attendance Management Program including providing medical evidence where requested for an absence exceeding three (3) days in duration or otherwise where the Employer has reasonable cause for concern.

The Employer agrees to consider an employee's individual circumstances prior to enrolling or advancing an employee in the Attendance Management Program. Employees will be permitted to meet with a

member of Human Resources to discuss and review their personal situations.

61.03 Modified Work

- (a) The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based upon medical limitations to ensure the earliest possible safe return to work following a workplace injury, accident or other medical problem giving rise to a need for accommodation. Employees with a medical problem, giving rise to a need for accommodation, must disclose that need, provide medical evidence to include specific restrictions/limitation, and request accommodation at the earliest possible time.
- (b) The purpose of the early return to work program is to return employees to his or her regular work assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness where that employee is expected to be able to return to his or her regular assignment. The accommodation of the employee's restrictions can include modifying the regular assignment, temporarily assigning the employee to alternative employment, if available, and/or work hardening schedule of hours. The modified work may not necessarily be related to the employee's job classification or to the employees shift preferences but may instead be as required by the Employer to best accommodate the employee and still serve the needs of the business.

61.04 Medical Evidence

The Employer will pay for obtaining any medical evidence where the employee is sent for an independent medical examination to an Employer appointed physician. The cost otherwise of obtaining medical evidence shall be borne by the employee.

The Employer will reimburse employees for costs, up to a maximum of fifty (50) dollars, to have a company-issued medical certificate completed by their physician.

- 61.05 Medical evidence is required to justify absences and to determine fitness for work; however, the Employer has no right to know the employee's diagnosis.

ARTICLE 62 SUBSTANCE ABUSE

- 62.01 Substance abuse is recognized to be a serious medical social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting towards full

rehabilitation.

- 62.02 The Employer will continue to provide a comprehensive approach toward dealing with substance abuse and its related problems. Employer assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.
- 62.03 The Employer will provide all normal group insurance benefits while an employee is under a medically prescribed course of substance abuse treatment.

ARTICLE 63 INJURY ALLOWANCE

- 63.01 An employee who suffers from a compensable injury on the job and is medically required to lose time shall be paid for the balance of the shift. The employee shall provide a doctor's note certifying the medical requirement. The Employer will arrange transportation for the injured employee to the Hospital if required and if the employee is not able to make arrangements on his or her own.

ARTICLE 64 EARLY OUTS

64.01 Voluntary Early Out

The Employer will post a daily early out list for employees at the beginning of each day. Employees may sign this list in order to be considered first for voluntary early outs. Employees can add their name to the Early Out list no earlier than 30 minutes prior to their shift start time.

Voluntary early outs will be distributed based on a first come first serve basis, full- time or part-time, except that those individuals who have taken a voluntary early out in the past two-week period will be bypassed. If there are still available early outs, the bypassed employee will then be offered.

64.02 Mandatory Early Out

When there are insufficient volunteers for an Early Out opportunity, the part-time employees at work in the classification will be sent home by reverse seniority and by shift. The seniority pool will be, first, those part-timers with the earliest shift start time that day by reverse seniority; and then, if necessary, those part-timers with the next shift start by reverse seniority. If there are no part-time employees, then full-time employees will be sent home by shift by reverse seniority using the same pools. Affected employees will always receive the minimum call in pay regardless of Mandatory Early Out.

- 64.03 There will be no mandatory early outs for Count Team employees.
- 64.04 There will be no mandatory Early Outs to any employee who is working on

any statutory holiday covered under Article 33.01.

**ARTICLE 65
LOCKERS**

65.01 The Employer will provide individual lockers with locks for all active employees and shall maintain in a sanitary condition dressing areas with washrooms. No representative of the Employer shall open an employee's locker unless a Union representative is present.

**ARTICLE 66
CIVIL LIABILITY**

66.01 If any civil action or proceeding is commenced against an employee for an alleged tort committed by that employee in the performance of his or her assigned duties, the employee shall immediately notify the Manager, Human Resources and shall provide a copy of the claim.

66.02 The Employer will maintain insurance for claims of negligence and the insurance carrier, or its agent will meet with the Employer and the affected employee to determine the course of action and to establish legal counsel, where required. The Employer will be responsible for the conduct of the action and the employee will cooperate fully. If the employee chooses to retain his or her own counsel, this article will cease to have application.

66.03 The insurance will provide that the employee is indemnified for any and all legal costs and any damages provided that the employee's actions were within his or her scope of authority and assigned duties and/or the conduct of the employee was neither illegal or grossly negligent.

**ARTICLE 67
VIOLENCE AGAINST WOMEN**

67.01 The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agreed that such aggressive and abuse behaviour is unacceptable. The parties further agreed that an employee in a verified or abusive or violent personal situation will be given full consideration prior to discipline for attendance or performance.

**ARTICLE 68
WOMEN'S ADVOCATE**

68.01 The Employer provides an Employee Assistance Program to support employees with issues that may arise outside the workplace. The parties recognize that female employees may sometimes need to discuss, with another woman, matters such as violence or abuse at home or

workplace harassment. They may also need to find out about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with these and other issues. For this reason, the parties agree to recognize a joint Women's Advocate program in the workplace.

The Union's Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Employer's Women's Advocate will be selected from amongst the Human Resources department female employees. These two Advocates will work cooperatively and in support of one another in addressing matters related to the Women's Advocate program.

The Union's Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's department, without loss of pay. The Employer will allow for up to sixteen (16) hours a month of paid leave time at the current rate of pay for the Union's Women's Advocate. The Employer's Women's Advocate will also undertake the necessary training as determined by the Employer.

The Employer will provide a dedicated email address and an extension with voicemail that will be accessible to both Women's Advocates, to allow employees to initiate contact. As well, the Company, through the Employer's Women's Advocate, will supply access to a private office, as required, for both Advocates so that confidentiality can be maintained when an employee is meeting with either of the Women's Advocates.

The Employer and the Union will develop appropriate communications to inform employees about the advocacy role of the Women's Advocates. It is understood that the two (2) Women's Advocates will work together to provide and balance their work, to share data and workplace experiences (including number of employee contacts, the nature of the contact and the support required), while respecting the privacy of those who seek their support.

It is agreed that in the event that either one of the Women's Advocates becomes aware of a situation that pertains to Workplace Harassment and/or Workplace Violence, they will immediately notify one another.

ARTICLE 69 TUITION REIMBURSEMENT PROGRAM

- 69.01 The Employer agrees to provide full-time seniority rated employees with twelve (12) months continuous service at the time classes begin a tuition-fee subsidy program. The purpose of the tuition-sharing program is to assist employees in continuing their education in a way that increases job performance and efficiency or equips the employee for specific tasks.

69.02 In order to be deemed eligible, courses of study must be pre-approved as complying with 69.01 and must be in a degree certificate or diploma-seeking program at a recognized College, University, or Trade/Technical.

69.03 Employees who satisfactorily complete an approved course of study will receive a refund towards the cost of the approved course. Each specific course must be approved in advance to qualify under the program. A maximum of three (3) courses in a calendar year may be approved. The maximum repayment in a calendar year for all courses is \$1500 per employee.

69.04 Steps to be followed in making application under the tuition-sharing program:

1. Once the employee has determined their possible course of study, the employee may obtain an Education Assistance form. This must be completed and submitted to the Human Resources department for consideration in accordance with the conditions in this Article. A copy of this form will be returned to the employee.
2. If the application is approved, the employee may then register for the course with the school indicated in the application.
3. Upon successful completion of the course, the employee must provide the Employer with an official statement of the employee's positive standing in the course and official receipts to support the cost of tuition.
4. The refunded portion of the cost of the course will be declared as employee income for taxation purposes. All receipts will be returned to the employee along with the employee's refund.
5. In the event a participating employee leaves the employ of the Employer for any reason after the course approval date, no refund will be made for any costs incurred in taking the course. If an employee is laid off before completing an approved course, a refund will be made upon successful completion of the course. The Employer will approve no new courses initiated by an employee while on layoff.

69.05 This article does not apply to tuition fees for any course related to learning a table game.

69.06 The Employer will pay the cost to maintain any association or professional licensing fees that individual employees are required to maintain by the Employer as a requirement of his or her position.

ARTICLE 70 TIME OFF REQUESTS

70.01 Time off requests must be made through the Employee Self Service Kiosk

(ESS) twenty-four (24) hours prior to the applicable schedule being posted. The time off request will be approved or denied and displayed on the Employee Self Service Kiosk (ESS) within five (5) days of the original submission of the request. With the approval of the Manager, Supervisor or departmental designate, the time period may be abridged to forty-eight (48) hours provided the days off requested are available.

The Employer will post the new weekly schedules on ESS on Monday at 6:00PM.

ARTICLE 71 DURATION

71.01 The parties agree that the stated term of this Collective Agreement shall be from July 23, 2022 until July 22, 2026.

71.02 The effective date of all provisions or terms of this collective agreement shall be the date of ratification and neither party will seek to enforce any provision or term for the time period prior to ratification.


71.03 It is agreed that this agreement commences a new legal relationship between the Union and the Employer, and the contract terms govern that relationship.


71.04 Either party shall be entitled to give notice in writing to the other party as provided in the Ontario Labour Relations Act, 1995, of its desire to bargain with a view to the renewal of this Collective Agreement in the ninety (90) days before the expiry date of this agreement. On receipt of such notice by either party, the parties shall meet and bargain in good faith to reach a renewal Agreement.

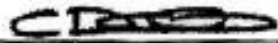
Dated at Port Perry, Ontario, this 29th day of May, 2023

For the Union













For the Employer









Letter of Understanding #1 - Patron Behaviour and Workplace Safety

The Casino has an obligation to take all reasonable precautions for the safety of its employees and where any patron's actions are abusive, threatening or violent, the employee should immediately raise this with his or her supervisor. The Casino will draw the Patron's attention to its policy on respectful behaviour and will counsel them to change behaviour. If the behaviour is extreme or if the patron does not cease and desist when requested, the Casino will remove the Patron from the game and/or the Casino.

Letter of Understanding #2 - Tournament Play

The Casino hosts Poker and other tournaments as a means of generating patrons and providing an enhanced customer experience. It is understood that where there are tournaments and gaming occurs with non-valued chips then, depending upon the actions of the winner and the play level of those who are eliminated from the tournament, there may be an impact upon Dealer tokens.

The Casino will investigate ways in which those patrons who attend at the Casino for such Tournaments may be provided an opportunity to provide tokens to the Tournament Dealers if they so wish.

Where an employee has not been and wishes to have the opportunity for participating in tournament play, he or she should indicate this to their manager. In making Dealer/ Slot Attendant / Inspector assignments for the tournament, the Employer will assign, by seniority, at least 50% of the scheduled employees on a revolving basis from this pool.

Letter of Understanding #3 - Maintenance Skilled Trades

In the event that the Casino determines that it wishes to employ persons possessing certified Journeyman's papers (Carpenter, Millwright, Plumber, etc) to perform the work of his or her respective trade then it will meet with the Union Chairperson and Unifor Director of Skill Trades to discuss the issues of wages, work jurisdiction and other related implementation issues.

Letter of Understanding #4 - Safety Footwear

The parties have had discussion on Safety Footwear and while the Employer has no obligation under the Collective Agreement, the parties have agreed:

- The Employer will make available CSA approved winter boots and rubber boots at no cost to the Maintenance Technicians in the Maintenance Department
- Such footwear will remain the property of the Employer and the Maintenance Technicians will be required to take reasonable care of this footwear and may be required to sign out these items

- Employees will be held responsible for the cost of the footwear where it is not returned upon request, lost or damaged as a result of their negligence or deliberate actions.
- This Letter of Understanding does not replace or change Article 55.

Letter of Understanding #5 - FT/ PT Ratio

The Employer agrees for the life of this Agreement, to maintain a FT/PT Ratio of 60/40 split casino wide. The Employer agrees to review on a semi-annual basis at the Labour Management Meeting to identify any opportunities based on operational needs.

Letter of Understanding #6 - Union PEL

The Employer will contribute three (\$0.03) per hour worked, up to an annual maximum of \$25,000 for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union and sent by the Company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R.R. #1, Port Elgin, Ontario, NOH 2C5.

Letter of Understanding #7 - Committee and Chair Pay

Bargaining unit members who are elected to Committee roles will receive the greater of their current hourly base rate of pay or the pay rates established in Article 9 of the Collective Agreement.

Letter of Understanding #8 - Vacation Carryover

The Employer and the Union agree to a Letter of Understanding on Article 32.06, 32.09 and transition period for 2007 vacation as follows:

- Vacation time for all full-time employees must be taken during the calendar year in which it was earned, except for exceptional circumstances. Each department will designate when vacation can be taken and how many employees may be off at any one time. Employees with three or more weeks of vacation time may defer their third or fourth week of vacation time up to a maximum of eighty (80) hours into the following year, the accrual must be taken in the first six (6) months of the following vacation year or the money will be paid out and the days will be forfeited.
- Part-time employees must book minimum 1 week block of vacation within the calendar year and any additional vacation entitlement may be deferred to the following year, the accrual must be taken in the first six (6) months of the following vacation year or it will be forfeited.

Letter of Understanding #9 - Transfer Between Sites

The parties agree to a process to allow for existing Unifor members at the following Great Canadian Entertainment properties who work in OGELP, GTA and WGTA Bundles;

- Elements Casino Brantford
- Elements Casino Mohawk
- Elements Casino Flamboro
- Casino Woodbine
- Casino Ajax / Pickering Casino Resort
- Great Blue Heron Casino & Hotel
- Shorelines Casino Peterborough
- Shorelines Casino Belleville
- Shorelines Casino Thousand Islands

When the Employer posts for job vacancies within the Unifor bargaining unit at one of the above-mentioned sites, the Employer will simultaneously post the job vacancies at the other four (4) properties in accordance with this Letter.

In the event that there is no successful applicant from within the bargaining unit at the property where the job vacancy exists of the job posting(s), the Employer will give preference to awarding the job posting(s) to the senior qualified applicant(s) (knowledge, skills, abilities and file review) from the other properties. For the purposes of seniority, each site will utilize their hire date site seniority. Where there are multiple applicants from different properties that have the same date of hire, a lottery will take place to determine the successful applicant(s). Should the Employer choose not to award the job(s) posting to the senior qualified applicant(s), they will provide the Union with a justification for their decision.

Once the successful applicant(s) transfer(s) to the new property, they will have their date of transfer to the new property used as their 'date of hire' for the purposes of seniority.

Members who transfer will be permitted to carry their years of service to the new property for the purposes of vacation entitlement, wage progression, and severance.

Part-time employees will carry their hours of work from the previous property for the purposes of benefit qualification.

If two (2) or more members from the same property transfer to a new property on

the same date, they will maintain their seniority order amongst themselves and they will not be subject to a lottery to determine their new seniority.

Letter of Understanding #10 - Extended Hour Schedule

In accordance with Article 15.02, the Employer and the Union agree to an extended hour schedule for Table Game Dealers and Inspectors in the Gaming department.

1. Table Game Dealers working a ten (10) hour shift shall work on a schedule whereby during the course of a full shift, they will be entitled to one twenty (20) minute paid break (on a 60-20 basis) for every sixty (60) minutes worked.
2. Table Game Inspectors working a ten and quarter (10.25) hour shift shall work on a schedule whereby during the course of a full shift, they will be entitled to one (1) twenty (20) minute paid break (on a 80-20 basis) for every eighty (80) minutes worked.
3. Table Game Dealers and Inspectors shall be paid for all time spent on break, less fifteen (15) minutes per shift.
4. Table Game Dealers will be paid overtime, in quarter hour increments, for all authorized work commencing ten (10) minutes after the scheduled end of the shift. Where an employee is required to stay at the end of their shift for any period in excess of the ten (10) minutes of tap out time, it is understood that such time will be paid at the rate of time and one-half in quarter hour increments (paid in full after the seven [7] minute mark of any increment), at the rate of one and one-half (1½) times the employee's regular hourly rate in respect of all pre-authorized hours worked in excess of ten (10) hours per shift or in excess of forty (40) hours worked per week.
5. Table Game Inspectors will be paid overtime in quarter hour increments (paid in full after the seven [7] minute mark of any increment), at the rate of one and one-half (1½) times the employee's regular hourly rate in respect of all pre-authorized hours worked in excess of ten (10) hours per shift or in excess of forty (40) hours worked per week.

Letter of Understanding #11 - Table Game Inspector's Affected by Layoff

The parties have had discussion on the Inspector's layoff and have agreed to the following:

- The Table Games Inspectors whose positions are eliminated due to the layoff effective August 7, 2009 and who accept an alternative position in the Casino will maintain their existing vacation entitlement and RRSP credits save and except where the Collective Bargaining Agreement provides a greater right or benefit.

- The Employer and the Union further acknowledge and agree that this does not create a binding practice.

Letter of Understanding #12 - Union Office

The Employer agrees that it will review Union office needs and provide increased space in an expanded casino.

Letter of Understanding #13 – Self-Serve Beverage Stations

The Employer agrees for the life of this Agreement, not to install self-serve beverage stations within the casino.

Letter of Understanding #14 - Inclement Weather

The Employer recognizes that managing its attendance management program in the event of absences and lateness during inclement weather, it must consider the explanations and weather circumstances prior to imposing any attendance notation.

Letter of Understanding #15 - Vacation Percentage Calculation

The Employer and the Union have agreed that the reconciliation beginning January 2015 will be adjusted to reflect vacation pay on vacation weeks by reference to the attached chart.

| Vacation Weeks | Annual Weeks Worked | Required Percentage for Full Payment |
|----------------|---------------------|--------------------------------------|
| 2 | 50 | 4.00% |
| 3 | 49 | 6.12% |
| 4 | 48 | 8.33% |
| 5 | 47 | 10.64% |

Where an Inspector has a greater entitlement under Article 32.03 or LOU #11, the percentage calculation will be calculated on the same basis.

Letter of Understanding #16 - Schedule Assignments

The Employer agrees that, in classifications where employees work in specific areas, the Employer will clearly define that work area on the schedules. This includes, but is not limited to, the following classifications:

- Servers (Gaming Floor, Slot Floor, Dining Room)
- Cafeteria Attendants (Cafe, Quick Bites)
- Cashiers (Windows)
- Bartenders (Lucky Stone, Heron Bar)

If new work areas are created, the Employer agrees to meet with the Union to discuss.

Letter of Understanding #17 – Time off Availability

The parties recognize the needs and benefits to providing available time-off to team members. In recognition of these benefits, the Employer agrees to post a time-off availability list, by classification and shift, on a bi-weekly basis. When establishing the ‘quota’ of the available time-off, the Employer agrees to, where possible, make available a minimum of ten percent (10%) of the total number of employees on each shift, by classification, available for time-off requests, which includes vacation days, lieu days, and floater days. The Employer agrees to meet with the Union, upon request, to share the quota numbers should there be a disagreement in the available numbers.

Appendix A – Hotel Operations

A.1 Personal Alarms

The employer agrees to provide a wearable alarm to all hotel employees who access Hotel guest rooms and will provide adequate training on the procedure on proper use of these devices.

A.2 Hotel Room Credits

Room attendants will be required to complete 14 ‘credits’ of cleaning per shift. Credits are calculated as follows:

- (i) Standard King one (1)
- (ii) Standard 2 Queen one (1)
- (iii) Accessible King one (1)
- (iv) Single King Suite two (2)

Schedule A Wage Scales

For Employees Hired Before September 1, 2011

Employees will progress through a Wage Scale in the following manner:

| | |
|-------------------------------------------|---------------------|
| From hire to completion of six (6) months | 80% of the Job Rate |
| After six (6) months until 12 months | 85% of the Job Rate |
| After twelve (12) months until 18 months | 90% of the Job Rate |

| | |
|--------------------------------------------|---------------------|
| After eighteen (18) months until 24 months | 95% of the Job Rate |
| After twenty four (24) months | Full Job Rate. |

Where an employee posts to a higher rated position, he or she will move to the first place on the new classification salary scale where there is at least a \$0.25 increase in hourly wage rate or to the top rate. He or she will then increase up the scale in six (6) month increments from the anniversary of the start date in the new position.

Where an employee posts to a classification with the same pay scale or a lower rated

position, he or she will be placed on the new classification salary scale at the same progression point as he or she was in his or her old position and will progress in six (6) month increments from the anniversary of the start date of the old position.

For Employees Hired On or After September 1, 2011

Employees will progress through a Wage Scale in the following manner:

| | |
|------------------------------------------|---------------------|
| From hire to completion of 12 months | 80% of the Job Rate |
| After twelve (12) months until 24 months | 90% of the Job Rate |
| After twenty four (24) months | Full Job Rate. |

Where an employee posts to a higher rated position, he or she will move to the first place on the new classification salary scale where there is at least a \$0.25 increase in hourly wage rate or to the top rate. He or she will then increase up the scale in increments from the anniversary of the start date in the new position.

Where an employee posts to a classification with the same pay scale or a lower rated position, he or she will be placed on the new classification salary scale at the same progression point as he or she was in his or her old position and will progress in increments from the anniversary of the start date of the old position.

Employees who are progressing on the six (6) month progression scale under the former Collective Agreement will continue on that progression rate. New employees hired after September 1, 2011 will progress on the new scale above.

**Employees Hired Before September 1st, 2011
July 23rd, 2022**

| Job Title | START | 6 Months | 1 Year | 18 Months | 2 Years |
|--------------------------------|--------------|-----------------|---------------|------------------|----------------|
| 1st Cook | \$19.30 | \$20.50 | \$21.71 | \$22.91 | \$24.12 |
| 2nd Cook | \$17.59 | \$18.69 | \$19.79 | \$20.89 | \$21.99 |
| 3rd Cook | \$15.86 | \$16.86 | \$17.85 | \$18.84 | \$19.83 |
| Bartender | \$15.00 | \$15.67 | \$16.59 | \$17.51 | \$18.43 |
| Cafeteria Attendant | \$15.26 | \$16.22 | \$17.17 | \$18.13 | \$19.08 |
| Cage Cashier | \$18.47 | \$19.63 | \$20.78 | \$21.94 | \$23.09 |
| Coin Cage MBC | \$18.47 | \$19.63 | \$20.78 | \$21.94 | \$23.09 |
| Count Team | \$18.73 | \$19.90 | \$21.07 | \$22.24 | \$23.41 |
| Dealer 1 | \$15.00 | \$15.38 | \$16.28 | \$17.19 | \$18.09 |
| Dealer 2 | \$15.00 | \$15.67 | \$16.60 | \$17.52 | \$18.44 |
| Dealer 3 | \$15.02 | \$15.96 | \$16.90 | \$17.84 | \$18.78 |
| Dealer 4 | \$15.59 | \$16.57 | \$17.54 | \$18.52 | \$19.49 |
| Dealer 5 | \$15.86 | \$16.85 | \$17.84 | \$18.83 | \$19.82 |
| Gaming Inspector | \$22.42 | \$23.82 | \$25.22 | \$26.62 | \$28.02 |
| Gaming Maintenance Tech | \$24.18 | \$25.69 | \$27.20 | \$28.71 | \$30.22 |
| General Maintenance Tech | \$24.18 | \$25.69 | \$27.20 | \$28.71 | \$30.22 |
| Groundskeeper | \$20.61 | \$21.90 | \$23.18 | \$24.47 | \$25.76 |
| Guest Services Officer | \$15.85 | \$16.84 | \$17.83 | \$18.82 | \$19.81 |
| Hostess | \$15.00 | \$15.93 | \$16.87 | \$17.80 | \$18.74 |
| Housekeeper | \$17.14 | \$18.21 | \$19.28 | \$20.35 | \$21.42 |
| Kitchen Receiver | \$17.74 | \$18.85 | \$19.96 | \$21.07 | \$22.18 |
| Maintenance Assistant | \$20.46 | \$21.73 | \$23.01 | \$24.29 | \$25.57 |
| Pastry Cook | \$19.30 | \$20.50 | \$21.71 | \$22.91 | \$24.12 |
| Players Club Host | \$18.00 | \$19.13 | \$20.25 | \$21.38 | \$22.50 |
| Porter | \$15.00 | \$15.69 | \$16.61 | \$17.54 | \$18.46 |
| Prep Cook | \$15.00 | \$15.69 | \$16.61 | \$17.54 | \$18.46 |
| Server | \$15.00 | \$15.00 | \$15.65 | \$16.52 | \$17.39 |
| Slot Attendant | \$17.34 | \$18.42 | \$19.50 | \$20.59 | \$21.67 |
| Slot Technician | \$24.18 | \$25.69 | \$27.20 | \$28.71 | \$30.22 |
| Steward | \$15.03 | \$15.97 | \$16.91 | \$17.85 | \$18.79 |
| Washroom Attendant | \$17.14 | \$18.21 | \$19.28 | \$20.35 | \$21.42 |
| Room Attendant | \$17.14 | \$18.21 | \$19.28 | \$20.35 | \$21.42 |
| Front Desk Guest Service Agent | \$18.12 | \$19.25 | \$20.39 | \$21.52 | \$22.65 |

| Employees Hired On or After September 1, 2011 July 23, 2022 | | | |
|------------------------------------------------------------------------|--------------|---------------|----------------|
| Job Title | Start | 1 Year | 2 Years |
| 1st Cook | \$19.30 | \$21.71 | \$24.12 |
| 2nd Cook | \$17.59 | \$19.79 | \$21.99 |
| 3rd Cook | \$15.86 | \$17.85 | \$19.83 |
| Bartender | \$15.00 | \$16.59 | \$18.43 |
| Cafeteria Attendant | \$15.26 | \$17.17 | \$19.08 |
| Cage Cashier | \$18.47 | \$20.78 | \$23.09 |
| Coin Cage MBC | \$18.47 | \$20.78 | \$23.09 |
| Count Team | \$18.73 | \$21.07 | \$23.41 |
| Dealer 1 | \$15.00 | \$16.28 | \$18.09 |
| Dealer 2 | \$15.00 | \$16.60 | \$18.44 |
| Dealer 3 | \$15.02 | \$16.90 | \$18.78 |
| Dealer 4 | \$15.59 | \$17.54 | \$19.49 |
| Dealer 5 | \$15.86 | \$17.84 | \$19.82 |
| Gaming Inspector | \$22.42 | \$25.22 | \$28.02 |
| Gaming Maintenance Tech | \$24.18 | \$27.20 | \$30.22 |
| General Maintenance Tech | \$24.18 | \$27.20 | \$30.22 |
| Groundskeeper | \$20.61 | \$23.18 | \$25.76 |
| Guest Service Officer | \$15.85 | \$17.83 | \$19.81 |
| Hostess | \$15.00 | \$16.87 | \$18.74 |
| Housekeeper | \$17.14 | \$19.28 | \$21.42 |
| Kitchen Receiver | \$17.74 | \$19.96 | \$22.18 |
| Maintenance Assistant | \$20.46 | \$23.01 | \$25.57 |
| Pastry Cook | \$19.30 | \$21.71 | \$24.12 |
| Players Club Host | \$18.00 | \$20.25 | \$22.50 |
| Porter | \$15.00 | \$16.61 | \$18.46 |
| Prep Cook | \$15.00 | \$16.61 | \$18.46 |
| Server | \$15.00 | \$15.65 | \$17.39 |
| Slot Attendant | \$17.34 | \$19.50 | \$21.67 |
| Slot Technician | \$24.18 | \$27.20 | \$30.22 |
| Steward | \$15.03 | \$16.91 | \$18.79 |
| Washroom Attendant | \$17.14 | \$19.28 | \$21.42 |
| Room Attendant | \$17.14 | \$19.28 | \$21.42 |
| Front Desk Guest Service Agent | \$18.12 | \$20.39 | \$22.65 |

**Employees Hired Before September 1st, 2011
July 23rd, 2023**

| Job Title | START | 6 Months | 1 Year | 18 Months | 2 Years |
|--------------------------------|--------------|-----------------|---------------|------------------|----------------|
| 1st Cook | \$19.97 | \$21.22 | \$22.46 | \$23.71 | \$24.96 |
| 2nd Cook | \$18.21 | \$19.35 | \$20.48 | \$21.62 | \$22.76 |
| 3rd Cook | \$16.42 | \$17.44 | \$18.47 | \$19.49 | \$20.52 |
| Bartender | \$15.50 | \$16.22 | \$17.17 | \$18.13 | \$19.08 |
| Cafeteria Attendant | \$15.80 | \$16.79 | \$17.78 | \$18.76 | \$19.75 |
| Cage Cashier | \$19.12 | \$20.32 | \$21.51 | \$22.71 | \$23.90 |
| Coin Cage MBC | \$19.12 | \$20.32 | \$21.51 | \$22.71 | \$23.90 |
| Count Team | \$19.38 | \$20.60 | \$21.81 | \$23.02 | \$24.23 |
| Dealer 1 | \$15.50 | \$15.91 | \$16.85 | \$17.78 | \$18.72 |
| Dealer 2 | \$15.50 | \$16.23 | \$17.18 | \$18.14 | \$19.09 |
| Dealer 3 | \$15.55 | \$16.52 | \$17.50 | \$18.47 | \$19.44 |
| Dealer 4 | \$16.14 | \$17.14 | \$18.15 | \$19.16 | \$20.17 |
| Dealer 5 | \$16.41 | \$17.43 | \$18.46 | \$19.48 | \$20.51 |
| Gaming Inspector | \$23.20 | \$24.65 | \$26.10 | \$27.55 | \$29.00 |
| Gaming Maintenance Tech | \$25.02 | \$26.59 | \$28.15 | \$29.72 | \$31.28 |
| General Maintenance Tech | \$25.02 | \$26.59 | \$28.15 | \$29.72 | \$31.28 |
| Groundskeeper | \$21.33 | \$22.66 | \$23.99 | \$25.33 | \$26.66 |
| Guest Services Officer | \$16.40 | \$17.43 | \$18.45 | \$19.48 | \$20.50 |
| Hostess | \$15.52 | \$16.49 | \$17.46 | \$18.43 | \$19.40 |
| Housekeeper | \$17.74 | \$18.84 | \$19.95 | \$21.06 | \$22.17 |
| Kitchen Receiver | \$18.37 | \$19.52 | \$20.66 | \$21.81 | \$22.96 |
| Maintenance Assistant | \$21.17 | \$22.49 | \$23.81 | \$25.14 | \$26.46 |
| Pastry Cook | \$19.97 | \$21.22 | \$22.46 | \$23.71 | \$24.96 |
| Players Club Host | \$18.63 | \$19.80 | \$20.96 | \$22.13 | \$23.29 |
| Porter | \$15.50 | \$16.24 | \$17.20 | \$18.15 | \$19.11 |
| Prep Cook | \$15.50 | \$16.24 | \$17.20 | \$18.15 | \$19.11 |
| Server | \$15.50 | \$15.50 | \$16.20 | \$17.10 | \$18.00 |
| Slot Attendant | \$17.94 | \$19.07 | \$20.19 | \$21.31 | \$22.43 |
| Slot Technician | \$25.02 | \$26.59 | \$28.15 | \$29.72 | \$31.28 |
| Steward | \$15.56 | \$16.53 | \$17.51 | \$18.48 | \$19.45 |
| Washroom Attendant | \$17.74 | \$18.84 | \$19.95 | \$21.06 | \$22.17 |
| Room Attendant | \$17.74 | \$18.84 | \$19.95 | \$21.06 | \$22.17 |
| Front Desk Guest Service Agent | \$18.75 | \$19.92 | \$21.10 | \$22.27 | \$23.44 |

**Employees Hired On or After September 1, 2011
July 23, 2023**

| Job Title | Start | 1 Year | 2 Years |
|--------------------------------|--------------|---------------|----------------|
| 1st Cook | \$19.97 | \$22.46 | \$24.96 |
| 2nd Cook | \$18.21 | \$20.48 | \$22.76 |
| 3rd Cook | \$16.42 | \$18.47 | \$20.52 |
| Bartender | \$15.50 | \$17.17 | \$19.08 |
| Cafeteria Attendant | \$15.80 | \$17.78 | \$19.75 |
| Cage Cashier | \$19.12 | \$21.51 | \$23.90 |
| Coin Cage MBC | \$19.12 | \$21.51 | \$23.90 |
| Count Team | \$19.38 | \$21.81 | \$24.23 |
| Dealer 1 | \$15.50 | \$16.85 | \$18.72 |
| Dealer 2 | \$15.50 | \$17.18 | \$19.09 |
| Dealer 3 | \$15.55 | \$17.50 | \$19.44 |
| Dealer 4 | \$16.14 | \$18.15 | \$20.17 |
| Dealer 5 | \$16.41 | \$18.46 | \$20.51 |
| Gaming Inspector | \$23.20 | \$26.10 | \$29.00 |
| Gaming Maintenance Tech | \$25.02 | \$28.15 | \$31.28 |
| General Maintenance Tech | \$25.02 | \$28.15 | \$31.28 |
| Groundskeeper | \$21.33 | \$23.99 | \$26.66 |
| Guest Service Officer | \$16.40 | \$18.45 | \$20.50 |
| Hostess | \$15.52 | \$17.46 | \$19.40 |
| Housekeeper | \$17.74 | \$19.95 | \$22.17 |
| Kitchen Receiver | \$18.37 | \$20.66 | \$22.96 |
| Maintenance Assistant | \$21.17 | \$23.81 | \$26.46 |
| Pastry Cook | \$19.97 | \$22.46 | \$24.96 |
| Players Club Host | \$18.63 | \$20.96 | \$23.29 |
| Porter | \$15.50 | \$17.20 | \$19.11 |
| Prep Cook | \$15.50 | \$17.20 | \$19.11 |
| Server | \$15.50 | \$16.20 | \$18.00 |
| Slot Attendant | \$17.94 | \$20.19 | \$22.43 |
| Slot Technician | \$25.02 | \$28.15 | \$31.28 |
| Steward | \$15.56 | \$17.51 | \$19.45 |
| Washroom Attendant | \$17.74 | \$19.95 | \$22.17 |
| Room Attendant | \$17.74 | \$19.95 | \$22.17 |
| Front Desk Guest Service Agent | \$18.75 | \$21.10 | \$23.44 |

| Employees Hired Before September 1st, 2011 July 23rd, 2024 | | | | | |
|-----------------------------------------------------------------------|--------------|-----------------|---------------|------------------|----------------|
| Job Title | START | 6 Months | 1 Year | 18 Months | 2 Years |
| 1st Cook | \$20.66 | \$21.96 | \$23.25 | \$24.54 | \$25.83 |
| 2nd Cook | \$18.85 | \$20.03 | \$21.20 | \$22.38 | \$23.56 |
| 3rd Cook | \$16.99 | \$18.05 | \$19.12 | \$20.18 | \$21.24 |
| Bartender | \$15.80 | \$16.79 | \$17.78 | \$18.76 | \$19.75 |
| Cafeteria Attendant | \$16.35 | \$17.37 | \$18.40 | \$19.42 | \$20.44 |
| Cage Cashier | \$19.79 | \$21.03 | \$22.27 | \$23.50 | \$24.74 |
| Coin Cage MBC | \$19.79 | \$21.03 | \$22.27 | \$23.50 | \$24.74 |
| Count Team | \$20.06 | \$21.32 | \$22.57 | \$23.83 | \$25.08 |
| Dealer 1 | \$15.50 | \$16.47 | \$17.44 | \$18.41 | \$19.38 |
| Dealer 2 | \$15.81 | \$16.80 | \$17.78 | \$18.77 | \$19.76 |
| Dealer 3 | \$16.10 | \$17.10 | \$18.11 | \$19.11 | \$20.12 |
| Dealer 4 | \$16.70 | \$17.75 | \$18.79 | \$19.84 | \$20.88 |
| Dealer 5 | \$16.98 | \$18.05 | \$19.11 | \$20.17 | \$21.23 |
| Gaming Inspector | \$24.02 | \$25.52 | \$27.02 | \$28.52 | \$30.02 |
| Gaming Maintenance Tech | \$25.90 | \$27.51 | \$29.13 | \$30.75 | \$32.37 |
| General Maintenance Tech | \$25.90 | \$27.51 | \$29.13 | \$30.75 | \$32.37 |
| Groundskeeper | \$22.07 | \$23.45 | \$24.83 | \$26.21 | \$27.59 |
| Guest Services Officer | \$16.98 | \$18.04 | \$19.10 | \$20.16 | \$21.22 |
| Hostess | \$16.06 | \$17.07 | \$18.07 | \$19.08 | \$20.08 |
| Housekeeper | \$18.36 | \$19.51 | \$20.66 | \$21.80 | \$22.95 |
| Kitchen Receiver | \$19.01 | \$20.20 | \$21.38 | \$22.57 | \$23.76 |
| Maintenance Assistant | \$21.91 | \$23.28 | \$24.65 | \$26.02 | \$27.39 |
| Pastry Cook | \$20.66 | \$21.96 | \$23.25 | \$24.54 | \$25.83 |
| Players Club Host | \$19.29 | \$20.49 | \$21.70 | \$22.90 | \$24.11 |
| Porter | \$15.82 | \$16.81 | \$17.80 | \$18.79 | \$19.78 |
| Prep Cook | \$15.82 | \$16.81 | \$17.80 | \$18.79 | \$19.78 |
| Server | \$15.50 | \$15.84 | \$16.77 | \$17.70 | \$18.63 |
| Slot Attendant | \$18.58 | \$19.74 | \$20.90 | \$22.06 | \$23.22 |
| Slot Technician | \$25.90 | \$27.51 | \$29.13 | \$30.75 | \$32.37 |
| Steward | \$16.10 | \$17.11 | \$18.12 | \$19.12 | \$20.13 |
| Washroom Attendant | \$18.36 | \$19.51 | \$20.66 | \$21.80 | \$22.95 |
| Room Attendant | \$18.36 | \$19.51 | \$20.66 | \$21.80 | \$22.95 |
| Front Desk Guest Service Agent | \$19.41 | \$20.62 | \$21.83 | \$23.05 | \$24.26 |

**Employees Hired On or After September 1, 2011
July 23, 2024**

| Job Title | Start | 1 Year | 2 Years |
|--------------------------------|--------------|---------------|----------------|
| 1st Cook | \$20.66 | \$23.25 | \$25.83 |
| 2nd Cook | \$18.85 | \$21.20 | \$23.56 |
| 3rd Cook | \$16.99 | \$19.12 | \$21.24 |
| Bartender | \$15.80 | \$17.78 | \$19.75 |
| Cafeteria Attendant | \$16.35 | \$18.40 | \$20.44 |
| Cage Cashier | \$19.79 | \$22.27 | \$24.74 |
| Coin Cage MBC | \$19.79 | \$22.27 | \$24.74 |
| Count Team | \$20.06 | \$22.57 | \$25.08 |
| Dealer 1 | \$15.50 | \$17.44 | \$19.38 |
| Dealer 2 | \$15.81 | \$17.78 | \$19.76 |
| Dealer 3 | \$16.10 | \$18.11 | \$20.12 |
| Dealer 4 | \$16.70 | \$18.79 | \$20.88 |
| Dealer 5 | \$16.98 | \$19.11 | \$21.23 |
| Gaming Inspector | \$24.02 | \$27.02 | \$30.02 |
| Gaming Maintenance Tech | \$25.90 | \$29.13 | \$32.37 |
| General Maintenance Tech | \$25.90 | \$29.13 | \$32.37 |
| Groundskeeper | \$22.07 | \$24.83 | \$27.59 |
| Guest Service Officer | \$16.98 | \$19.10 | \$21.22 |
| Hostess | \$16.06 | \$18.07 | \$20.08 |
| Housekeeper | \$18.36 | \$20.66 | \$22.95 |
| Kitchen Receiver | \$19.01 | \$21.38 | \$23.76 |
| Maintenance Assistant | \$21.91 | \$24.65 | \$27.39 |
| Pastry Cook | \$20.66 | \$23.25 | \$25.83 |
| Players Club Host | \$19.29 | \$21.70 | \$24.11 |
| Porter | \$15.82 | \$17.80 | \$19.78 |
| Prep Cook | \$15.82 | \$17.80 | \$19.78 |
| Server | \$15.50 | \$16.77 | \$18.63 |
| Slot Attendant | \$18.58 | \$20.90 | \$23.22 |
| Slot Technician | \$25.90 | \$29.13 | \$32.37 |
| Steward | \$16.10 | \$18.12 | \$20.13 |
| Washroom Attendant | \$18.36 | \$20.66 | \$22.95 |
| Room Attendant | \$18.36 | \$20.66 | \$22.95 |
| Front Desk Guest Service Agent | \$19.41 | \$21.83 | \$24.26 |

| Employees Hired Before September 1st, 2011 July 23rd, 2025 | | | | | |
|-----------------------------------------------------------------------|--------------|-----------------|---------------|----------------------|----------------|
| Job Title | START | 6 Months | 1 Year | 18 Months | 2 Years |
| 1st Cook | \$21.18 | \$22.51 | \$23.83 | \$25.16 | \$26.48 |
| 2nd Cook | \$19.32 | \$20.53 | \$21.74 | \$22.94 | \$24.15 |
| 3rd Cook | \$17.42 | \$18.50 | \$19.59 | \$20.68 | \$21.77 |
| Bartender | \$16.19 | \$17.20 | \$18.22 | \$19.23 | \$20.24 |
| Cafeteria Attendant | \$16.76 | \$17.81 | \$18.86 | \$19.90 | \$20.95 |
| Cage Cashier | \$20.29 | \$21.56 | \$22.82 | \$24.09 | \$25.36 |
| Coin Cage MBC | \$20.29 | \$21.56 | \$22.82 | \$24.09 | \$25.36 |
| Count Team | \$20.57 | \$21.85 | \$23.14 | \$24.42 | \$25.71 |
| Dealer 1 | \$15.89 | \$16.88 | \$17.87 | \$18.87 | \$19.86 |
| Dealer 2 | \$16.20 | \$17.21 | \$18.23 | \$19.24 | \$20.25 |
| Dealer 3 | \$16.50 | \$17.53 | \$18.56 | \$19.59 | \$20.62 |
| Dealer 4 | \$17.12 | \$18.19 | \$19.26 | \$20.33 | \$21.40 |
| Dealer 5 | \$17.41 | \$18.50 | \$19.58 | \$20.67 | \$21.76 |
| Gaming Inspector | \$24.62 | \$26.15 | \$27.69 | \$29.23 | \$30.77 |
| Gaming Maintenance Tech | \$26.54 | \$28.20 | \$29.86 | \$31.52 | \$33.18 |
| General Maintenance Tech | \$26.54 | \$28.20 | \$29.86 | \$31.52 | \$33.18 |
| Groundskeeper | \$22.62 | \$24.04 | \$25.45 | \$26.87 | \$28.28 |
| Guest Services Officer | \$17.40 | \$18.49 | \$19.58 | \$20.66 | \$21.75 |
| Hostess | \$16.46 | \$17.49 | \$18.52 | \$19.55 | \$20.58 |
| Housekeeper | \$18.82 | \$19.99 | \$21.17 | \$22.34 | \$23.52 |
| Kitchen Receiver | \$19.48 | \$20.70 | \$21.92 | \$23.13 | \$24.35 |
| Maintenance Assistant | \$22.46 | \$23.86 | \$25.26 | \$26.67 | \$28.07 |
| Pastry Cook | \$21.18 | \$22.51 | \$23.83 | \$25.16 | \$26.48 |
| Players Club Host | \$19.77 | \$21.00 | \$22.24 | \$23.47 | \$24.71 |
| Porter | \$16.22 | \$17.23 | \$18.24 | \$19.26 | \$20.27 |
| Prep Cook | \$16.22 | \$17.23 | \$18.24 | \$19.26 | \$20.27 |
| Server | \$15.50 | \$16.24 | \$17.19 | \$18.15 | \$19.10 |
| Slot Attendant | \$19.04 | \$20.23 | \$21.42 | \$22.61 | \$23.80 |
| Slot Technician | \$26.54 | \$28.20 | \$29.86 | \$31.52 | \$33.18 |
| Steward | \$16.50 | \$17.54 | \$18.57 | \$19.60 | \$20.63 |
| Washroom Attendant | \$18.82 | \$19.99 | \$21.17 | \$22.34 | \$23.52 |
| Room Attendant | \$18.82 | \$19.99 | \$21.17 | \$22.34 | \$23.52 |
| Front Desk Guest Service Agent | \$19.90 | \$21.14 | \$22.38 | \$23.63 | \$24.87 |

| Employees Hired On or After September 1, 2011 | | | |
|------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| July 23, 2025 | | | |
| Classification | Start Rate (80%) | 1 Year Rate (90%) | 2 Year Rate (100%) |
| 1st Cook | \$21.18 | \$23.83 | \$26.48 |
| 2nd Cook | \$19.32 | \$21.74 | \$24.15 |
| 3rd Cook | \$17.42 | \$19.59 | \$21.77 |
| Bartender | \$16.19 | \$18.22 | \$20.24 |
| Cafeteria Attendant | \$16.76 | \$18.86 | \$20.95 |
| Cage Cashier | \$20.29 | \$22.82 | \$25.36 |
| Coin Cage MBC | \$20.29 | \$22.82 | \$25.36 |
| Count Team | \$20.57 | \$23.14 | \$25.71 |
| Dealer 1 | \$15.89 | \$17.87 | \$19.86 |
| Dealer 2 | \$16.20 | \$18.23 | \$20.25 |
| Dealer 3 | \$16.50 | \$18.56 | \$20.62 |
| Dealer 4 | \$17.12 | \$19.26 | \$21.40 |
| Dealer 5 | \$17.41 | \$19.58 | \$21.76 |
| Gaming Inspector | \$24.62 | \$27.69 | \$30.77 |
| Gaming Maintenance Tech | \$26.54 | \$29.86 | \$33.18 |
| General Maintenance Tech | \$26.54 | \$29.86 | \$33.18 |
| Groundskeeper | \$22.62 | \$25.45 | \$28.28 |
| Guest Service Officer | \$17.40 | \$19.58 | \$21.75 |
| Hostess | \$16.46 | \$18.52 | \$20.58 |
| Housekeeper | \$18.82 | \$21.17 | \$23.52 |
| Kitchen Receiver | \$19.48 | \$21.92 | \$24.35 |
| Maintenance Assistant | \$22.46 | \$25.26 | \$28.07 |
| Pastry Cook | \$21.18 | \$23.83 | \$26.48 |
| Players Club Host | \$19.77 | \$22.24 | \$24.71 |
| Porter | \$16.22 | \$18.24 | \$20.27 |
| Prep Cook | \$16.22 | \$18.24 | \$20.27 |
| Server | \$15.50 | \$17.19 | \$19.10 |
| Slot Attendant | \$19.04 | \$21.42 | \$23.80 |
| Slot Technician | \$26.54 | \$29.86 | \$33.18 |
| Steward | \$16.50 | \$18.57 | \$20.63 |
| Washroom Attendant | \$18.82 | \$21.17 | \$23.52 |
| Room Attendant | \$18.82 | \$21.17 | \$23.52 |
| Front Desk Guest Service Agent | \$19.90 | \$22.38 | \$24.87 |

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