

COLLECTIVE AGREEMENT

Between

Casino Rama Services Inc.

and

UNIFOR

Unifor and its Local 1090

Effective: January 24, 2019

Expires: January 23, 2022

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GENERAL TERMS

- 1.01 Any changes to be incorporated into this Agreement may only be made with mutual agreement between the Employer and the Union.
- 1.02 No employee covered by this Agreement will enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.
- 1.03 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. The Employer and the Union agree to cooperate to resolve any issues that arise.

ARTICLE 2 PURPOSE

- 2.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and the Union and the Employees covered by this agreement and to provide mechanism for the timely disposition of grievances and settlement of complaints.
- 2.02 The Union recognizes that the business in which the Employer is engaged is highly competitive and that the Employer must be able to maintain an efficient, customer oriented, cost effective operation and improve itself in a highly competitive market and the Union agrees to define and regulate a working relationship that will provide the highest level of service and value to customers.
- 2.03 To recognize, promote and uphold the paramount importance of integrity and security in an industry which is regulated and licensed and where most employees are registered.
- 2.04 This Agreement sets forth the entire Agreement on pay, hours of work and other terms and condition of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties.

ARTICLE 3 INDIGENOUS PERSONS

- 3.01 The parties agree to maximize the recruitment, training and employment of Indigenous person's in the operation of the complex.

ARTICLE 4 SCOPE AND RECOGNITION

- 4.01 The Employer recognizes the Union as the bargaining agent for all full time, part time and contract employees of Casino Rama Services Inc., in the town of Rama, Chippewas of Rama First Nation, save and except supervisors, persons above the rank of supervisor, surveillance and security employees, casual employees, sales and marketing employees, information technology employees, and office and clerical employees.

4.02 Registration and Licensing

No individual Registered National Representative or Local Union Representative of the Union providing services at Casino Rama will conduct any further representation activities at Casino Rama if they have suffered a loss or suspension of registration.

ARTICLE 5 STRIKES AND LOCKOUTS

5.01 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.

5.02 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.

5.03 The *Labour Relations Act* of Ontario defines a strike and lockout as follows:

"Strike' includes a cessation of work, a refusal to work or to continue to work by employees in combinations or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of the employees designed to restrict or limit output;

"Lockout' includes the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of his employees with a view to compel or induce his employee, or to aid another employer to compel or induce his employee, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employer's organization, the trade union, or the employees."

ARTICLE 6 COPY OF AGREEMENT

6.01 A copy of the Collective Agreement will be provided to all seniority employees. As well, the Employer will provide the Union with a .pdf format (with signatures) and an MS Word format (with typed names of signatories) of the final Agreement. The Collective Agreement will be finalized and printed within three (3) months following ratification. The cost of printing will be shared by the Employer and the Union. The Employer will also provide a benefit brochure outlining the benefits when Employees are hired.

ARTICLE 7 UNION SECURITY AND DUES

7.01 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 7.05 below, the reasons no deductions have made.

- 7.02 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.
- 7.03 The Union and the employees agree to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by the Union, the employee or group of employees arising out of the deduction of union dues as herein provided.
- 7.04 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.
- 7.05 The Employer will supply to the Union once per quarter, 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 hours worked and status;
 - (b) Employees who acquired seniority;
 - (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;
 - (e) Employees on sickness and accident and/or Workplace Safety and Insurance Compensation (in excess of five (5) calendar days);
 - (f) Employees on layoff;
 - (g) Employees who have lost seniority;
 - (h) Employees who have been discharged;
 - (i) The names, email addresses (where available), addresses, postal codes, cell (where available) and home telephone numbers of all employees;
 - (j) An alphabetical listing, by classification showing all full-time and part-time employees.

- 7.06 The Employer will supply to the Union, when requested, within five (5) business days:
- (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 position as defined in Article 22, including but not limited to the name of the member who is on the Leave that created the vacancy and the 'home position' of the member filling the vacancy;
 - (d) To assist with the Annual Shift Picks, the Employer will provide an updated seniority list, sorted by classification, for all employees with their 'home classification'. This list must clearly identify all employees and the classification that they should be picking in.

ARTICLE 8 MANAGEMENT RIGHTS

- 8.01 The Union recognizes that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain standards, 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) determine the nature and kind of business conducted by the Employer, the products to be carried, processed and sold, the kinds and locations of equipment, merchandise, goods and fixtures to be used, the type and standard of customer service, the control of materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or thereof; and determine all other functions exercised by the Employer which shall remain solely with the Employer;
 - (d) make and enforce and alter from time to time rules and regulations to be observed by the employees. The Employer agrees to provide the Union with copies of all new policies and changes to existing policies prior to implementation where reasonably practicable.
- 8.02 It is agreed that the exercise of these rights in a manner which conflicts with the express provisions of this Collective Agreement may be subject to the grievance procedures contained herein.

ARTICLE 9 NEW EMPLOYEE ORIENTATION

9.01 Where orientation sessions are being held by the Employer for new employees, the Employer will arrange for up to thirty (30) minutes for member(s) of the Union Committee to present on the Collective Agreement. When there are six (6) or more members in the onboarding class, the Union will be provided with one (1) hour.

ARTICLE 10 UNION REPRESENTATION

10.01 The Union shall have the right to elect or appoint and the Employer shall recognize a Committee of up to seven (7) members which may include a Chairperson and a Health & Safety/WSIB Representative.

10.02 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/WSIB Representative;
- (c) Up to five (5) Committee Persons.

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 seven (7) 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, seven (7) 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.

10.03 For the purposes of Union representation, the Employer shall also recognize ten (10) Union Stewards.

10.04 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.

10.05 Union Stewards have a responsibility to the Employer for their regular duties. A Steward will request permission from their Supervisor before leaving their 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 their 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.

- 10.06 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.
- 10.07 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 both Info Rows. The Employer will provide space onsite for the vote subject to availability.
- 10.08 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 department. The Union Representatives agree to inform the Employer of any loss or suspension of their Registration and agree to cease all activities until reregistered.
- 10.09 The Employer will recognize an alternate Representative to replace the Chairperson, Health and Safety/WSIB Representative, Committee persons and the Woman's Advocate when they are absent for fifteen (15) 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.
- 10.10 Work Away from Casino Rama Location

Both parties recognize the requirement for the full-time Committee Persons herein to leave work during working hours to attend to Union business off site that are directly related to Casino Rama matters and 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 to be abused;
- (c) A designated Human Resources representative will be apprised of such absences at least forty-eight (48) hours in advance. Such absences will be verified by the Chairperson with a brief explanation of the duration and reason for the Representative to be absent.

10.11 The Employer agrees to recognize a Union Negotiating Committee, comprised of a National Union Representative, a Local Union Representative, the Chairperson, the Health & Safety/WSIB Representative, the Skilled Trades Representative, and two (2) Committee persons for the purposes of negotiating the renewal of the Agreement. Negotiating Committee members shall not suffer any loss of regular hourly wages for scheduled meetings between the parties for the negotiation of the Collective Agreement. Scheduled meetings include reasonable caucus time for the Negotiating Committee. There will be no compensation for time spent outside regular working hours, nor will hours under this provision attract overtime pay.

10.12 Union Representatives

Employees elected or appointed as full-time Union Representatives shall be paid hourly rates of \$23.00, effective election to the position, unless the elected employee's current rate of pay is higher than \$23.00 and the employee's current rate of pay shall continue. The rate will increase in accordance with the wage increases in subsequent years of the contract.

10.13 The Chairperson shall be paid an hourly rate of \$25.00, effective election to the position, unless the elected employee's current rate of pay is higher than \$25.00 and the employee's current rate of pay shall continue. The rate will increase in accordance with the wage increase in subsequent years of the contract.

ARTICLE 11 LABOUR MANAGEMENT – COMMITTEE MEETINGS

11.01 Regular Labour/Management/Committee Meetings will be arranged between the Employer and the Union designates to occur not less than every quarter on a mutually agreeable date and time.

11.02 An agenda or items to be discussed at a Labour/Management/Committee Meeting will focus on issues affecting the workforce and operation and 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 Labour/Management/Committee Meetings unless unanimously approved by all parties present at the meeting.

11.03 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.

11.04 Those who attend a Labour Management Committee Meeting will suffer no loss of pay as a result of attending at such meetings. There shall be no more than ten (10) employees who attend a Labour Management Committee Meeting.

11.05 The National Service Representative and/or Local Union President or Designate may be present at Labour Management Committee Meetings.

ARTICLE 12 SENIORITY

- 12.01 The rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.
- 12.02 New employees will be probationary employees for the first sixty (60) shifts worked, however, in no event shall the probationary period be longer than one hundred eighty (180) calendar days. Probation may be extended to such greater period as is agreed upon by the parties. Once probation has been completed, seniority will be awarded to the date of hire.
- 12.03 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*.
- 12.04 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.
- 12.05 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.
- 12.06 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 their seniority.
- 12.07 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”).
- 12.08 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 bi-annually and an electronic copy of the list shall be supplied to the Union at the time of posting.
- 12.09 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.

Article 12.10 Loss of Seniority

The seniority of an employee shall be lost and their employment automatically terminated for any of the following reasons:

- (a) If an employee voluntarily quits the employ of the Employer or retires;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- (c) If an employee is laid off for a period in excess of a twenty-four (24) month period, is not recalled and is provided with any severance and notice required;
- (d) 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 for work and the failure to call-in;
- (e) If an employee fails to report for work upon the expiration of any leave of absence, without satisfactory reason;
- (f) If an employee who is recalled to work fails to return within seven (7) calendar days of registered mailing of notification to return. Such mailing shall be by registered mail to the last address of the employee that the Employer has in its files;
- (g) If an employee works at other employment during a leave of absence without permission;
- (h) If an employee accepts a position with the Employer that is not covered by this Collective Agreement;
- (i) An employee's gaming registration is revoked by the AGCO permanently. Should the member successfully appeal the AGCO's decision, they will have their seniority reinstated.

It will be the responsibility of employees to provide written notification of any changes in their mailing address, email address and telephone contact number(s) to the Employer.

ARTICLE 13 LAYOFF AND RECALL

- 13.01 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.
- 13.02 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 purposes of seniority bumping procedure, an open vacancy shall be considered the most junior and shall remain junior up until a candidate has been awarded the position. A vacancy is an open position that has been shift bidded but not necessarily posted. This excludes open, temporary vacancies.
 - (c) Seniority rated employees will be laid off as set out below:

13.03 **Part-time Employees**

In the event one or more part-time employees are identified for a layoff of 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 part-time employee(s) with the lowest Seniority Date in the classification will use their Seniority Date to return to their previous position occupied in the previous six (6) months, if one exists and seniority permitting.
- (c) If there was no previous position, the junior part-time employee in the classification affected will use their Seniority Date, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job and is willing, to bump the most junior part-time employee in the department, seniority permitting, or may accept layoff.
- (d) If there is no opportunity to bump the most junior part-time employee in the department in (c) above, the part-time employee will, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior part-time employee Casino wide, seniority permitting, or may accept layoff.
- (e) If the most junior part-time employee in the department is bumped due to (c) above, they will by Seniority, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior part-time employee Casino wide, seniority permitting, or may accept layoff.
- (f) 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.

- (g) All impacted part-time employees (who have been displaced but not actually laid off) will be granted a one-time right to use their seniority to return to the position and status that they were displaced from when there is next availability.

13.04 Full-time Employees

In the event one or more full-time employees are identified for a layoff of 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 full-time employee with the lowest Seniority Date in the classification affected will use their Seniority Date to return to their previous position occupied within the previous six (6) months, if one exists and seniority permitting.
- (c) If there is no previous position, the junior full-time employee in the classification will, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job and is willing, be provided with the following options:
 - i. Bump the most junior part-time employee in the classification, seniority permitted, or;
 - ii. Bump the most junior full-time employee within the department, seniority permitted, or;
 - iii. Accept layoff.
- (d) If there is no opportunity to bump the most junior as per (c) above, the full-time employee may bump the most junior full-time employee Casino wide for which the employee has the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job, seniority permitting, or may accept lay off.
- (e) 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 the following options:
 - i. Bump the most junior full-time employee Casino wide, seniority permitted, or;
 - ii. May accept layoff.
- (f) If the most junior full-time employee in the Casino is bumped, they will, if they have the skill, knowledge and ability with a brief familiarization to satisfactorily perform the job and is willing, bump the most junior part-time

employee Casino wide or may accept layoff.

- (g) Any most junior part-time employee impacted by (c) above, will have the rights in the part-time provisions above.
- (h) 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.
- (i) All impacted full-time employees (who have been displaced as a result of a lay-off but not actually laid off) will be granted a one-time right to use their seniority to return to the position and status that they were displaced from when there is next availability. The Employer shall maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of displacement.

13.05 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall accrue service and seniority for a maximum of twenty-four (24) months.
- (b) Where the Employer determines that it needs to recall staff, employees laid off shall be recalled in reverse order of layoff. Notwithstanding the foregoing,
 - i. A full-time employee must accept a recall to a full-time position as required and may accept or decline recall to a part-time position, although recall to a part-time position will not extinguish the right to recall to a full-time position should one become available during the layoff. A full-time employee may decline recall to a part-time position without abandoning their recall rights.
 - ii. A part-time employee must accept a recall to a part-time position, as required; and
 - 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; and
 - v. Where a full-time employee has already been recalled to a full-time position, they may accept a recall to their original classification should it become available; or

- vi. Where a part-time employee has already been recalled to a position, they may accept a recall to their original classification should it become available.
- (c) An employee 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 their current telephone and mailing address at all times.
 - (e) In the event of recall the Union shall be notified.
- 13.06 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.
- 13.07 The Employer shall maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of layoff. or such longer period as is required under the Employment Standards Act.
- 13.08 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 14 NO DISCRIMINATION

- 14.01 The Employer, Union and employees agree not to discriminate or harass in accordance with the Ontario Human Rights Code.
- 14.02 The Employer, employees and the Union agree they all have rights and obligations under the Ontario Human Rights Code to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.
- 14.03 The Human Rights Policy of Casino Rama 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.

ARTICLE 15 RESPECTFUL WORKPLACE

- 15.01 Every employee has the right to work in an environment free of violence, discrimination and harassment under the Ontario Human Rights Code and the Occupational Health and Safety Act. This right includes the responsibility to eliminate harassment in our workplace either as a participant or an observer.
- 15.02 Employees who feel that they are being harassed are encouraged to seek protection under the Company Policy.

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker, in a workplace, that is known or ought reasonably to be known to be unwelcome. Harassment typically involves a pattern of comment or conduct that occurs over time. However, a single incident of a serious nature may be sufficient to constitute harassment.

15.03 **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 Human Resources department;
- (d) The complaint will be referred to the Human Resources department to be dealt with in accordance with the Non-Discrimination, Harassment and Workplace Violence Policy.
- (e) 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 will be provided with an opportunity to attend and observe the investigation. However, it will be at the discretion of the employee as to whether the Union will be involved. Where the Employer receives a complaint involving bargaining unit members, it will inform the Union.

15.04 **Resolution of a Complaint**

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

- 15.05 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 of Human

Resources.

- 15.06 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.

ARTICLE 16 HOURS OF WORK

- 16.01 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 for full time employees 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 full time and part time employees shall receive two (2) consecutive days off per week.
- 16.02 The work week will commence on Wednesdays at 12:00am and cease the following Tuesday at 11:59pm. Should the work week need to change, the Employer will provide notice to the Union in writing with a minimum of thirty (30) days' notice.
- 16.03 A shift schedule for all employees will be posted for a three (3) week duration at least fourteen (14) days prior to the commencement of the schedule, and changes to the posted schedule may be made up to seventy-two (72) hours in advance.
- 16.04 Employees shall use the Wait for Work List to volunteer for extra hours of work that may result in overtime. The Employer may assign shifts to the most senior employee(s) from the affected classification on this list up to seventy-two (72) hours in advance.

If there are no volunteers from within the affected classification, the Employer will assign the most senior volunteer from within the department.

If there are no volunteers from within the affected department, the Employer will assign the most senior volunteer, casino wide.

Otherwise the Employer may use the list to contact employees in order of seniority and failing this, contact other available employees that will not incur overtime. Failing this, Article 18.04 will apply.

16.05 Switching Shifts/Giveaways

If an employee wishes to switch shifts with a co-worker in the same department with equal qualifications and within the same work week, the employees involved must enter this electronically through the Employee Self Service Kiosk (ESS) a minimum of four (4) hours prior to the start of the shift. In the case of an emergency, the time for notice may be abridged. 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 and within the same work week, the employee must enter this

electronically through the Employee Self Service Kiosk (ESS) a minimum of four (4) hours prior to the commencement of the shift

The shift is not “given away” until a co-worker picks it up electronically through the ESS.

Full-time employees will be permitted to give away one (1) shift per work week so long as the employee maintains full time status. Giveaways may be increased per work week, subject to business and operational requirements and at the Employer’s sole discretion. Part-time employees will be permitted to give away unlimited shifts, provided they maintain a minimum of one (1) shift per week.

Where an employee switches or gives away a shift with another employee, the Employer agrees not to reassign a shift to the employee(s) on that day

- 16.06 The Employer will not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange.
- 16.07 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 17 PAID REST PERIOD

- 17.01 Employees (except those classified as Table Game Dealers) 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 two (2) hours has elapsed after an employee’s lunch period, subject to business and operational requirements.
- 17.02 Unless otherwise provided in this Agreement, employees (except those classified as Table Game Dealers) shall receive a thirty minute unpaid lunch time provided the employee is working a shift in excess of five (5) hours.
- 17.03 Engineering Department, Engineers, Skilled Trades and General 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.
- 17.04 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) thirty (30) minute paid break (on a 90-30 basis) for every ninety (90) minutes worked. Dealers who work on eight (8) hour shifts would receive an absolute minimum of four (4) breaks during each shift. Any Dealer who does not receive a fourth (4th) break will be compensated for thirty (30) minutes at straight time.

It was further understood that where the Agreement provides for a break of thirty (30) 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.

17.05 Dealers shall be paid for all time spent on breaks, less thirty (30) minutes per shift.

17.06 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 18 OVERTIME PAY

18.01 It is understood that all overtime hours under this article will be paid at the rate of time and one-half (1 ½). Overtime pay shall be paid for all authorized work as follows:

- (a) In excess of an eight (8) hour shift, inclusive of lunch and breaks; or
- (b) In excess of such averaged hours as agreed pursuant to a negotiated work week agreement.

18.02 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment.

18.03 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 34 of the Collective Agreement during the same work week, and inclusive of hours spent on lunch and break), 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.

18.04 Required overtime opportunities will be distributed as follows:

- (a) The overtime will be offered to employees in the classification, by seniority.
- (b) If the overtime cannot be filled within the classification, it will be offered to employees within the department; by seniority provided they have the knowledge, skill and ability to do the job.
- (c) If the overtime cannot be filled within the department, it will be offered to employees' casino wide; by seniority provided they have the knowledge, skill and ability to do the job.
- (d) If an insufficient number of employees are available to work the overtime, the Employer will advise the most junior qualified employee in the classification to perform such work up to a maximum of 2 hours.

18.05 Employees may sign a waiver of overtime opportunity that they do not wish to be considered for overtime. An Employee may revoke such a statement one time per year.

- 18.06 Any verified claim of improper distribution in a classification shall result in the employee being given an opportunity to work overtime in their classification within fourteen (14) days of verification or if overtime is unavailable, the employee will be paid the missed overtime. Such overtime will not displace another employee.
- 18.07 Overtime hours in the Willow Kitchen will be paid to salaried employees after 44 hours/week not over 8 hours/day.

ARTICLE 19 PART-TIME EMPLOYEES

- 19.01 Part-time employees are employees who have committed to being available for work up to a minimum of twenty-four (24) hours per week and understand that this requires a flexible schedule.
- 19.02 Part-time employees may be scheduled to work in excess of twenty-four (24) hours per week, but in no event shall they be scheduled to work more than thirty-two (32) hours per week without being considered full-time and without having to give their approval in the following circumstances:
- (a) When replacing employees absent due to illness or injury;
 - (b) When replacing employees absent due to Personal Time Off (PTO);
 - (c) Where the Employer requires that such hours be performed by the Employee for less than five (5) weeks in a row.
- 19.03 A shift schedule for part-time employees will be posted at least fourteen (14) days prior to the commencement of the shift for that work already available and known to be required at the time of posting ("base schedule"). Part-time employees will be scheduled by classification in order of seniority.
- It is understood that the posted base schedule is subject to change as shifts become available, are no longer required and/or are assigned. Following the posting of the base schedule, part-time employees shall review the schedule and other shifts that become available for work will be posted electronically and then if not picked up, it may be assigned as required to the most junior employee available.
- 19.04 Where a part-time employee is scheduled additional hours on a posted schedule, they will be notified by the Employer by phone and e-mail if the part-time employee is not at work on the day the hours were posted nor is scheduled again prior to the newly assigned shift.
- 19.05 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.
- 19.06 In no event shall part-time employees be scheduled to work more than five (5)

consecutive shifts in a work week except in circumstances where they volunteer for additional shifts, through overtime provisions.

ARTICLE 20 SHIFT BIDS

20.01 Full-Time

Where a full-time shift package 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 their 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.

Part-Time

Where a part-time bid comes available, it will be bid for three (3) days one (1) time. Employees in a temporary contract are not eligible.

20.02 Up to the next two (2) subsequent shift package, which become available as a result of this initial posting, will be subject to the same process and will be implemented on the next draft schedule after all three (3) postings have been completed, the reassignments will commence.

20.03 An employee, who is not scheduled to be at work during the bid process, may contact a Union representative to have the request submitted on their behalf. Where an employee bids for a shift package and that shift package is awarded to them, they must move to the new shift.

20.04 All employees including those on WSIB, pregnancy, parental or any other statutory leave will be eligible to participate in shift bids. An employee who is absent on any other non-statutory leave that has or is scheduled to exceed three (3) months will not participate in the shift bid process until they have returned to active work.

20.05 Any further shift will be posted in accordance with Article 21 and no full-time employee in the classification posted will be considered for such vacancy.

20.06 Shift Picks

The Employer will provide the Union Committee with shift schedules for full-time employees and part-time employees by department and classification which will include shifts for full-time and identified shifts for part-time employees. These shifts will then be picked by seniority by classification. The shift schedules will be provided to the Union by the first Wednesday in August of each year and the Union agrees to target completing the shift picks for all departments by the first Wednesday of October. Once completed this new schedule will take effect the first Wednesday following January 1 of the following year.

This shall not be construed as a guarantee of any minimum hours, days off or shift start times.

Employees in seniority order will select a shift schedule from those available. Employees who do not make a selection may have a shift schedule selected / assigned for them. Other schedules that come available following the shift bid will be posted as required in accordance with Article 20.05.

Additional shift picks will be completed as needed when business changes that affect current shift picks.

ARTICLE 21 JOB POSTING

- 21.01 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 the shift assignment. It is understood that, in any event, the starting shift and schedule will be the remaining one following the shift bid process in Article 20.
- 21.02 Postings will be placed online and will clearly indicate the deadline for the applications and the location of persons to whom applications will be made. A copy of available positions will also be posted on the Employer's bulletin board. The posting period will be for not less than seven (7) calendar days from the date of posting.
- 21.03 The successful applicant will be notified within seven (7) 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 and meeting all requirements of the job. The timelines may be extended by mutual agreement. Subsequent vacancies arising from a posting will be posted for seven (7) calendar days.
- 21.04 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.
- 21.05 Where an Indigenous person applies for a job posting and they possess equal or greater skills, knowledge, abilities, and previous experience to perform the position amongst all applicants, they will be awarded the position regardless of seniority.
- 21.06 Where more than one employee from within the bargaining unit applies for a job posting, the position will be awarded to the most senior applicant who possesses the skill, knowledge and ability to perform the job.
- 21.07 If an employee does not successfully complete a twenty-five (25) worked shifts trial period in the new position, either by resigning or being unsuccessful, the employee will

be returned to their previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis. 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 Collective Agreement.

- (a) 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 four (4) week period, from when the unsuccessful employee returned to their previous position, then it will be reposted.
- (b) Where an employee was not successful during the twenty-five (25) worked shifts 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.
- (c) It is agreed that this trial period may be extended by mutual agreement between the Union and the Employer.

21.08 Where an employee bids or posts to a new schedule, the Employer will use its best efforts to accommodate their approved and scheduled Personal Time Off (PTO).

21.09 Employees on a non-statutory but approved leave of absence who have a foreseeable date for return to work within three (3) 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 22, until such time as the person on leave returns to work.

ARTICLE 22 TEMPORARY FULL-TIME POSTINGS (CONTRACT POSITIONS)

22.01 A "temporary vacancy" (contract position) is defined as a vacancy in a full-time position that is known to be of a duration of greater than three (3) months which the Employer intends to fill.

22.02 All temporary vacancies (contract positions) that are one (1) month to three (3) months or less will be offered to the most senior part-time employee in the classification. All temporary vacancies (contract positions) that are greater than three (3) months will follow a process in accordance to sub articles 22.03 to 22.08.

22.03 Employees in the same classification within the same department and job status may apply for the shift schedule. The employee with the most seniority will be awarded the shift schedule. For full-time contracts longer than six (6) months there will be three (3) rounds of bids before moving to 22.04.

22.04 Any subsequent shifts, which become available as a result of the first shift schedule

posting(s), will be posted Casino wide in accordance with sub articles 21.01 and 21.02 and no employees 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. If there is no eligible part-time applicant then the temporary vacancy will be awarded in accordance with Articles 21.04, 21.05 and 21.06. The successful candidate will remain in the classification for the duration of the contract unless they are successful in obtaining a permanent position during the life of their temporary contract posting.

- 22.05 Upon completion of the contract the employee will be returned to their previous position (including shift and days off), and other employees affected thereby will be returned to their previous positions on a similar basis.
- 22.06 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.
- 22.07 Employees working in a temporary contract may apply for a permanent position in the same job classification as their contract, and their twenty-five (25) worked shifts 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 twenty-five (25) worked shifts trial period restarted.
- 22.08 A temporary contract position can be extended if the leave that created the need for the contract is extended. 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 Union of the extension of a contract and what leave it applies to.
- 22.09 It is agreed that all temporary contracts under this article will expire the first Wednesday following January 1 of each year, regardless of the remaining duration.

ARTICLE 23 TEMPORARY TRANSFERS

- 23.01 Temporary transfers are movements of employees from one classification to another.

When a temporary transfer is required the Employer will assign the transfer to the lowest seniority employee available on-shift by the following:

- (a) By classification;
- (b) By department;
- (c) Casino-wide.

Temporary transfers will not last longer than three (3) consecutive days. If the position being transferred to is a higher rated position, such transferred employee will receive the higher rate of pay. If the position being transferred to is a lower rate, the Employer will maintain the employee higher rate of pay.

ARTICLE 24 TRANSFERS OUT OF THE BARGAINING UNIT

24.01 Employees who accept a supervisory position, or for any position not subject to the provisions of this Collective Agreement, will not be covered by the provisions of this Collective Agreement and will forfeit all seniority rights as per Article 12.10 (h).

24.02 Employees having been employed only in positions outside the bargaining unit, if subsequently transferred to a bargaining unit position, will be considered new employees for the purpose of seniority.

ARTICLE 25 WORK OF SUPERVISORS

25.01 Supervisors and other persons who are not in the bargaining unit will not perform work normally performed by the bargaining unit employees except:

- (a) During emergency situations;
- (b) To prevent interruptions to the business where it is not possible to have reasonable access to bargaining unit members;
- (c) For the purposes of instruction or training.

The exceptions above will not be used to deprive any employee of scheduled work time.

ARTICLE 26 NEW CLASSIFICATIONS

26.01 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.

26.02 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.

26.03 The Employer will provide the Union with copies of the 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 27 DEALER TRAINING AND CLASSIFICATION

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

- D1 Blackjack and all variations
- D2 All minor games
- D3 One (1) major game
- D4 Two (2) major games
- D5 Three (3) major games
- D6 Four (4) major games

27.02 Minor games are classified as follows:

- (a) War, Spanish 21, Blackjack Switch and Free Bet;
- (b) Carnival Poker Games (3-Card, 4 Card, Let It Ride, Caribbean Stud, Texas Hold'Em Bonus, Mississippi Stud, Sic Bo, High Card Flush, Big Raise, etc.);
- (c) Other games that require four (4) hours or less of training.

It is understood that Dealers will have one (1) year from date of hire to have the skill to deal Blackjack (and all variations) and all minor games. It is agreed that all minor games training will be provided by the Employer as "on-shift" training.

27.03 Major games are classified as follows:

- (a) Mini-Baccarat, Midi-Baccarat, Baccarat, and all other variations;
- (b) Roulette and all other variations;
- (c) Craps and all other variations;

- (d) Poker Room Dealer and all other variations;
- (e) Pai Gow and all other variations;
- (f) Pai Gow Tiles and all other variations;
- (g) Any new game(s) that require more than four (4) hours of training.

27.04 Dealers who wish to learn to deal a new major game will be offered training opportunities at management's discretion. The training opportunities will be offered by seniority and shift. Indigenous Dealers will be given first priority, regardless of seniority. Dealer training includes successful completion of the course, a written exam and a table test. This is not mandatory training and is not paid by the Employer.

When a Dealer achieves a D6 rating, all additional training shall be paid for by the Employer at the applicable rate of pay.

When a dealer satisfies the table test requirements for any game(s) in the next level they 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.

27.05 Should an employee elect to learn any game outside the Employer's training opportunities, they must still successfully complete a written exam and a table test at the time that the Employer offers testing opportunities based on business demands and at management's discretion.

27.06 In the event any new games are introduced, the Employer agrees to discuss with the Union as to which level it will be assigned. Any dispute between the Union and the Employer in regards to the assigned level of a new game will be subject to the grievance procedure

27.07 In recognition of the significant Health and Safety and ergonomic benefits that are provided to dealers through fair game rotation, the Employer agrees to provide fair game rotation to all Dealers when doing daily table assignments.

Additionally, it is agreed that no Dealer shall be required to deal Pai Gow Tiles for more than four and one half (4 ½) hours per day.

ARTICLE 28 TRAINING

28.01 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. Training under this Article will be offered by seniority to those employees who can fill the required business need. If there are insufficient volunteers, the Employer may mandate the training in reverse seniority to those employees within the department.

28.02 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. Indigenous persons will be given first priority, regardless of seniority.

28.03 Employees who are called in for mandatory training outside their regular shift will be paid at their regular rate for the time spent at the training or for a minimum of four hours, whichever is greater. Time spent at training that extends a shift will be added to the total shift time

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

28.05 Dealer Training for Non-Dealers

The Employer agrees to provide opportunities for seniority rated non-dealer employees to cross-train as Dealers. Such training will be based on business demands and at management's discretion. In order to be eligible for consideration for participating in this training program, an applicant must meet the following requirements:

- (a) Minimum of six (6) months in current position
- (b) Pass the Pre-screening test

Pre-screening testing will be established by the Employer and must be taken during non-working hours and can be taken up to a maximum of once every 6 months. Once an employee has met the above requirement they will be given the opportunity to participate in the training based on seniority. Indigenous persons will be given first priority, regardless of seniority. Training will be unpaid and the Employee may access lieu time, vacation and/or the Employer will work with the employee to determine if there is any available work around the time of the training so as to prevent interruption of earnings. Once the employee has completed the training course successfully, they will be able to apply for any dealer positions as per Article 21. If the employee fails the training course, they will be given one more opportunity to attend.

ARTICLE 29 LEAVES OF ABSENCE

29.01 All leaves of absences must be requested using a Leave of Absence Request form which must be submitted in accordance with the policy at least fourteen (14) days in advance, whenever possible.

29.02 For non-statutory leaves of absence, requests for leaves may only be made by employees with six (6) months continuous employment. The Manager or designate will respond in writing within five (5) week days of receipt of written request from the employee.

29.03 Subject to any Policy restrictions around active employment or duration of absence, an employee may maintain health and dental benefits (save and except disability benefits) during an approved leave if they arrange prior to the start of the leave, to pay the cost of such benefits.

- 29.04 No outside work may be entered into nor may hours of work elsewhere be expanded while on a leave of absence under this Article, unless specific permission for this is sought in advance.
- 29.05 An employee returning from an approved leave of absence under this Article shall be returned to the position they held prior to the commencement of the leave, if it still exists, with shift and days off, if available and subject to their seniority. 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.
- 29.06 Employees on any leave as set out in this Article, where benefits have ceased, will be reinstated to the benefit plan upon their return.

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 to attend Union business, at any one time, outside the facility for up to a total of one hundred twenty (120) cumulative days per year, provided proper advance notice was given to the Employer and subject to operational and business requirements. The Employer will continue the wages for any regular scheduled shifts of an employee on such leave and will bill the Union monthly for reimbursement. The leave is restricted by the Employer's ability to maintain an adequate and qualified workforce and subject to operational and business requirements. It is understood that the leave will not be unreasonably withheld.

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.

Domestic Violence Leave

The Employer agrees to recognize Domestic Violence Leave pursuant to the Ontario Employment Standard act, as amended.

Other *Employment Standards Act, 2000* Leaves

Employees are entitled to all legislative leaves pursuant to the Ontario Employment Standards Act, as amended

ARTICLE 30 PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 30.01 The Employer will grant the employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standards Act.
- 30.02 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.
- 30.03 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.
- 30.04 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.
- 30.05 Employees on pregnancy, parental or adoption leave will receive health and welfare benefits provided in this agreement. Employees who are paying premiums for their health and welfare benefits will be required to continue paying premiums.

ARTICLE 31 JURY DUTY

- 31.01 A full time and part-time employee who has completed their 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 to a maximum of thirty (30) days.
- 31.02 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.
- 31.03 Employees are required to report for work on days when they are not required on jury duty, jury duty selection, or to testify as a subpoenaed witness under 31.04 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.
- 31.04 All 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 their regular hourly pay, reasonable expenses for meals, parking, out of town travel expenses or accommodations, upon presentation of receipts.

ARTICLE 32 BEREAVEMENT LEAVE

32.01 Full-time employees

In the event of a death in an immediate family, full time employees who have completed their probationary period are entitled to up to three (3) normally scheduled consecutive and complete work days (irrespective of regular days off and holidays) paid bereavement leave immediately following the death, or subject to a reasonable explanation for the delay, to be determined at management's discretion. Full-time employees may request to take one of their bereavement leave days at a later date to attend a memorial service.

32.02 Part-time employees

In the event of a death in an immediate family, part time employees who have completed their probationary period are entitled to up to three (3) consecutive days bereavement leave immediately following the death. Part time employees shall not be entitled to receive paid bereavement leave for any day upon which they would not otherwise have been scheduled to work. Part time employees may request to take one of their bereavement leave days at a later date to attend a memorial service. Such day will be paid if the part time employee was entitled to paid bereavement leave for the days immediately following the death.

32.03 All employees

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, sibling, sibling-in-law, legal guardian, step sibling, great grandparent, step-great grandparent. The Employer reserves the right to request proof of the bereavement and proof of the relationship.

32.04 All employees

Bereavement leave shall be paid at the employee's regular straight time hourly rate of pay.

32.05 All employees

Bereavement leave is not available to employees who are on an approved leave of absence.

ARTICLE 33 TIME OFF

33.01 All employees participate in the Casino Rama Time Off Program. The Time Off program consists of: ten (10) vacation days; and personal days which increase depending on length of service and hours worked.

33.02 All employees are entitled to the greater of:

- (a) Their accrued PTO, or;
- (b) Their entitlement under the *Ontario Employment Standards Act, as amended*.

33.03 The Time Off program is an accrual based time off system where members earn their time off based on hours or days worked. A 'Plan Year' consists of an eighteen (18) month period which runs from January to June of the following year. In the first 12 months of the year (Jan-Dec. current year) an employee accrues time off based on hours or days worked. The employee can use any of their accrued time off in the year in which it was accrued. In the last 6 months of the Plan Year (Jan-June of the following year) an employee must use the balance of the time off in the Employee's accrual bank.

33.04 The Time Off program provides all employees the following accrual for days off with pay:

Length of Service	Accrual Rate
	Hourly or Salary or Daily Rate
Less than five (5) years	.0687/hour
Five (5) to Nine (9) years	.0921/hour
Ten (10) years or more	.1166/hour
Twenty (20) years or more (effective January 24, 2020)	.1422/hour

*The payment of Personal Time Off (PTO) is exclusive of tokens, tips or other gratuities.

33.05 A time off selection window will open the second Wednesday of September and close the first Wednesday of October, so as to keep time off selection congruent with shift picks. The selected time will be reviewed and the Employer will post the approved time off in each department by no later than the first Wednesday of November.

Employees will pick their minimum required amount of vacation days based on the Employment Standards Act based on the following criteria:

- (a) Pick 1: Full-time employees by seniority will pick the minimum number of weeks in either one (1) week blocks, or two (2) week blocks.
- (b) Pick 2: Part-time employees by seniority will pick the minimum number of weeks in either one (1) week blocks, or two (2) week blocks.

Employees may then pick their additional time off based on the following criteria:

- (a) Pick 1: Full-time employees by seniority may pick additional one (1) week blocks.
- (b) Pick 2: Part-time employees by seniority may pick additional one (1) week blocks.
- (c) Pick 3: Full-time employees by seniority may pick any additional one (1) week blocks available.
- (d) Pick 4: Part-time employees by seniority may pick any additional one (1) week blocks.

This will continue until employees have booked a maximum of four (4) one (1) week blocks.

Individual days off may be requested pursuant to Article 69. Management reserves the right to schedule time off.

- 33.06 When a part-time employee books a week of vacation above (a consecutive five (5) day block as opposed to using individual days) they will receive two (2) days off on both ends 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.
- 33.07 All employees will have the option to cash out a maximum of ten (10) days of their paid time off, subject to certain limitations. December will be the first opportunity for employees to request a cash out for paid time earned in that current year. To be eligible for the December cash out, an employee must have taken their minimum vacation entitlement pursuant to the Employment Standards Act, 2000. They will then have a second opportunity to cash out in June for the previous year's outstanding paid time to a maximum of the balance of the ten (10) days of paid time off. All employees will automatically receive the June payout during the last pay period that includes June 30 annually. For clarity, the June payout will not exceed ten (10) days of their paid time off and will be less amounts cashed out in December.
- 33.08 An employee who, while on scheduled time off, becomes eligible for bereavement leave will be able to reschedule the paid days off affected by the bereavement leave. Such paid time will be taken at a time mutually agreeable to the Employer and the employee.
- 33.09 An employee, who retires, quits, is terminated or passes away, shall have their paid time off accrual paid out in their final pay.

33.10 All employees may cancel their vacation block only if the minimum number of vacation weeks required under the Employment Standards Act are scheduled or taken.

Application of Sick Days

33.11 If an employee calls in sick, or needs to leave work early due to illness, they may elect to use banked time in order to get paid for the day or days. It is up to the employee to decide whether or not they want to use the banked paid time in order to be compensated for the sick day. An employee can use a maximum of six (6) paid days per year from the bank to compensate for sick days.

33.12 When sick, employees may utilize paid days in either whole or half (1/2) days.

ARTICLE 34 PAID HOLIDAYS

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

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Aboriginal Day
Victoria Day	Canada Day	Family Day
Civic Holiday	Boxing Day	

34.02 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 they may qualify for, they shall be paid at the rate of time and one-half (1 ½) of their 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. The Employees have the option on an annual basis to have the holiday pay hours added to their vacation bank.

34.03 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 33.04 (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.

34.04 All employees will receive pay based upon their regular scheduled hours.

ARTICLE 35 HEALTH AND SAFETY

35.01 The parties agree to comply with their obligations under the Ontario Occupational Health and Safety Act.

35.02 The practice of safe working habits is the responsibility of each employee.

35.03 The Employer and the Union agree to establish and maintain a Joint Health and Safety Committee (JHSC) with equal representation. The Union will select its own representatives. The Union will select three (3) committee members and the Employer will select three(3) committee members.

35.04 Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member. The other co-chairperson shall be an Employer member.

35.05 The JHSC will meet regularly to discuss and review the application of the Ontario Occupational Health & Safety Act and regulations as applicable to this industry and general health and safety concerns.

35.06 Both parties agree that employees have the right to be informed about the hazards to their health and safety and to participate in the establishment and the maintenance of a healthy and safe workplace.

35.07 The JHSC will promote and encourage all employees to actively participate in health and safety matters.

35.08 The JHSC shall receive and discuss occupational (work related) incidents/accidents on a monthly basis, including but not limited to reports produced pursuant to Sections 51 and 52 of the OHSA.

35.09 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.

35.10 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).

- 35.11 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 hourly rate of pay for this time.

ARTICLE 36 DISCIPLINE

- 36.01 The Employer, where possible, will provide advance notice to the Union of any meeting with an employee where the Human Resources department is investigating an issue that may result in discipline. 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. Notwithstanding the above, this shall not cause undue delay.

- 36.02 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.
- 36.03 Where a dismissal is for theft or attempted theft, embezzlement, 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 arbitrator shall have no power to alter or substitute the penalty.
- 36.04 In discussions with the Union, the Employer may impose a disciplinary penalty short of discharge for an offence in 36.03 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.
- 36.05 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.
- 36.06 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 Union will be provided with the Surveillance Report so as to discuss the video content and will return the Report to the Employer at the conclusion of the Step 2 meeting. Videos and reports will only otherwise be produced in response to a production Order by an Arbitrator properly seized with the grievance.

- 36.07 It is understood that given the nature of the workplace, suspensions pending investigation may be required for potential regulatory, law enforcement or statutory violations. Where such a situation occurs, the Employer will act to quickly conclude the investigation. Where an Employee is being removed from the workplace under this Article, a Union Representative will be notified as soon as possible. Employer initiated investigatory regulatory suspensions shall not exceed seven (7) calendar days, after which time the employee will be paid even if they are requested to remain away from work. If a suspension is extended because of the investigation of a regulatory or law enforcement agency, such longer period shall be without pay. An Arbitrator may order that the employee receive pay for this period where appropriate.
- 36.08 In order to ensure that discipline is issued in a timely manner, it is to be given within seven (7) 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 to. Requests for extensions will not be unreasonably denied.

ARTICLE 37 GRIEVANCE PROCEDURE & ARBITRATION

- 37.01 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 arbitral.
- 37.02 There are three types of grievances under this Collective Agreement:
- (a) An Individual Grievance, which is an unresolved complaint of an individual employee wherein they believe that the Collective Agreement has been improperly interpreted, applied or administered to their 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 37.04.
 - (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.
 - (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.
- 37.03 For the purpose of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall mean calendar days.

- 37.04 Employees who have a complaint shall first take the matter up with their Supervisor/Manager or will bring it to a Union Representative who will take the matter up with the Supervisor/Manager within seven (7) 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/Committee Person and the Steward/Committee Person may also discuss the matter with the Supervisor/Manager before the grievance is committed to writing. If the matter is not resolved within seven (7) days of it first being raised or if the decision of the Supervisor/Manager is not satisfactory to the Steward/Committee Person, 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 seven (7) days after the Steward has received the decision. Following the issuance of the grievance, proceed to Step One (1).
- 37.05 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 seven (7) days after the Employee has been issued the corrective action. Grievances will be committed to writing and delivered to the Human Resources department. Following the issuance of the grievance, proceed to Step One (1).

37.06 **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 seven (7) days of the appeal. A Steward may also attend. The decision of the Employer shall be delivered in writing within seven (7) days following the date of the meeting and, failing a satisfactory response in that seven (7) day period, the Union may proceed to the next step.

37.07 **Step Two**

If the decision at Step One is not satisfactory to the Union, the Union may appeal the decision, in writing, to the Human Resources department within seven (7) days after the Union has received the decision. The Human Resources department shall convene a meeting with the Chairperson or Committee Person within seven (7) days after receipt of the request. The decision of the Employer shall be delivered in writing to the Chairperson within seven (7) of that meeting.

37.08 **Step Three**

If the decision at Step Two is not satisfactory to the Union, the Union may appeal the decision in writing to the Human Resources department or their designate within ten (10) days after the Union has received the decision. The Human Resource department and one (1) other member of the Union Committee or

designates shall convene a meeting with the Chairperson or Committee Person within ten (10) days after receipt of the appeal. A Representative from the National and/or Local may attend upon request of the Chairperson. The decision of the Employer shall be delivered in writing to the Chairperson within ten (10) days following the date of the meeting.

37.09 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 arbitral, may be submitted to arbitration.

If no written request for arbitration is received within twenty (20) days after a decision under Step Three is given, the grievance shall be deemed to have been abandoned.

37.10 A claim by an employee who has completed their probationary period that they have 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 Three of the grievance procedure within ten (10) days after the date the discipline or discharge is affected.

37.11 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.

37.12 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.

37.13 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

37.14 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.

37.15 Each of the parties hereto will share equally the expenses of the arbitrator.

37.16 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 this article (37.16), no Arbitrator shall have

the jurisdiction to hear any grievance which has not been referred to arbitration within the twenty (20) days in strict compliance with the time limits on this Article or where the grievance was filed with the Employer later than twenty (20) 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.

- 37.17 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 their designate will be permitted to view any footage from Surveillance that is deemed relevant to the situation, subject to AGCO regulatory approval.
- 37.18 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.
- 37.19 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 they were otherwise scheduled. Any conduct and travel money paid with a summons must be provided to the Employer.

ARTICLE 38 PERMANENT SHUTDOWN OR RELOCATION

- 38.01 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.
- 38.02 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.
- 38.03 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 39 CONTRACTING OUT

- 39.01 The Employer and the Union have discussed the impact of contracting out or contracting in of work on guest services and on current employees. The Employer will not contract

out bargaining unit work where this results in the layoff of one or more employee(s).

- 39.02 If contracting is being considered within the core functions of the work of the classifications represented by the Union, the Company will meet with the Union to notify and discuss the nature, scope and approximate duration of work to be contracted out and to discuss alternatives.

ARTICLE 40 TECHNOLOGICAL CHANGE

40.01 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.

40.02 Advance Notice

If the Employer anticipates that a technological change will likely result in the direct loss of employment of fifty (50) or more employees 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.

40.03 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.

40.04 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 41 UNION PINS

- 41.01 Employees will be permitted by the Employer to wear a small pin bearing the name of the Union and/or any other Casino Rama issued pin, lanyard or other label.

- 41.02 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. Employees are entitled to wear a poppy or pin in early November.

ARTICLE 42 REMEMBRANCE DAY, NATIONAL DAY OF MOURNING, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE

- 42.01 The Employer agrees to recognize one (1) minute of silence each year at 11:00am on November 11th, in observance of Remembrance Day.
- 42.02 The Employer agrees to recognize one (1) minute of silence each year at 11:00am on April 28th in observance of workers killed on the job.
- 42.03 The Employer agrees to recognize one (1) minute of silence each year at 11:00am on December 6th, in observance of the Day of Remembrance for Women Victims of Violence.

ARTICLE 43 TRAVEL ALLOWANCE

- 43.01 Where an employee is required to use their own automobile for Employer authorized business and where such use and expense is approved in advance of being incurred, they will be reimbursed at the same rate per kilometer in accordance with the Employer's policies for other hourly staff.

ARTICLE 44 GAMING REGULATIONS

- 44.01 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 45 CLASSIFICATION AND WAGES

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

ARTICLE 46 PAYMENT OF WAGES

- 46.01 The payment of wages will be made biweekly on Wednesday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.
- 46.02 Where a pay adjustment is required, the Employer will make reasonable efforts to ensure payment as follows:
- (a) Pay shortages of less than four (4) 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 four (4) 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.

- 46.03 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.
- 46.04 Pay stubs are available online for review to the employee. Employees will be able to print their paystub at a designated computer and printer, available in the Computer Lab.

ARTICLE 47 REPORTING PAY

- 47.01 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.
- 47.02 As a condition of payment pursuant to 47.01 above, the employee must perform such work as assigned by the Employer.

ARTICLE 48 EMERGENCY CALL BACK PAY

- 48.01 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 49 HEALTH, DENTAL, LIFE, STD & LTD

- 49.01 Full time employees following three months' service as a full time employee: Subject to the terms and conditions of the master plans and policies, the Employer agrees to make the necessary premium contributions to provide a Benefit Program to all full time employees. The Benefit Program shall provide coverage for: short term disability, long term disability, basic life and basic AD&D. The premiums for this coverage will be paid by the Employer. Full time employees may opt-into coverage for extended health care and dental. The premiums for extended health care and dental are paid by way of cost-sharing between the Employer and the Employee. Full time employees may also opt-into Optional Life Insurance and Optional AD&D. The premiums for Optional Life Insurance and Optional AD&D are paid 100% by the Employee.

The Benefit Program referred to shall be in accordance with the Employer's Group Benefit Booklet.

- 49.02 Part Time Employees: Subject to the terms and conditions of the master plans and policies, following two completed years of service, part time employees may opt-in to coverage for: extended health care and dental, the premiums for which are paid by way of cost-sharing between the Employer and the Employee.
- 49.03 Premium contributions for such coverage will cease at the end of the month in which an employee is laid off.

49.04 The cost sharing between the Employer and the Employee for employees between the age of 65-70 who opt-in to the extended health care and dental plans will be paid in accordance with the plans that apply to those over the age of 65.

ARTICLE 50 PENSION PLAN

50.01 Full time employees shall become and remain members of the Employer's Pension Plan as a condition of employment, following twelve completed months of service. The Pension Plan enrolment, eligibility requirements and contribution obligations are set out in the plan documents and are summarized in the Employer's Pension Booklet.

50.02 Part time employees shall become and remain members of the Employer's Pension Plan as a condition of employment, following twenty-four completed months of service. The Pension Plan enrolment, eligibility requirements and contribution obligations are set out in the plan documents and are summarized in the Employer's Pension Booklet.

ARTICLE 51 GRATUITIES

51.01 Banquet Event Orders

An 11.5% gratuity will be automatically charged on a Banquet Event Order (BEO) form. 100% of that amount shall be paid into the banquet employee gratuity pool for distribution.

Restaurant Event Orders

A 15% gratuity will automatically be charged on any Restaurant Event Order (REO) booked through Sales and Catering. 100% of that amount shall be paid directly to the Outlet Servers in the Outlet.

Management Accounts

A 15% gratuity will automatically be charged to any Executive Meal Account (Management Account). 100% of that amount shall be paid to the Outlet Servers in the Outlet.

51.02 Of the 15% gratuity automatically charged on "internal comps" (excluding BEO's), 100% of that amount shall be paid to the employee.

51.03 Where required by law the Employer will administer tips through payroll and make deductions. The division of tips will be as determined by the Union or a Tip committee established by the Union.

51.04 For all gratuities not administered by the Employer, 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. The work of the tip committee is not to be conducted during paid working hours.

51.05 There can be no individual or group grievances around entitlement to/or process for distribution of gratuities.

ARTICLE 52 GAMING LICENSE

52.01 The Employer will reimburse the Gaming License fee paid by the employee on their 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.

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. An employee working in the culinary department is expected to provide certain hand tools necessary to perform daily duties. The Employer will provide a sufficient number of carving knives.

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 their uniform and maintaining it in a clean and useable state. The Employer agrees to clean the uniforms that cannot be self-laundered.

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 the 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 jackets that have been laundered and in good repair to employees who require them in the performance of their regular 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.
- 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.
- 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 thirty dollars (\$130.00) for such footwear following the completion of the probationary period and once each calendar year thereafter. The reimbursement will increase to one-hundred and thirty-five dollars (\$135), effective January 1, 2020.

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
- 56.02 Notices shall be endorsed by the Chairperson or designate and must be provided to the Human Resources Director 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 areas for parking without charge and is not responsible for any loss, theft or damage suffered by a user of the parking area.

ARTICLE 58 UNION RESOURCES

58.01 The Employer agrees to provide the Union with the following in the Kinoomaagewgamig Gii Teg building:

- (a) Three (3) telephones/lines with voice mail boxes;
- (b) One (1) 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, keyboards and a printer;
- (g) Use of the boardroom when needed, subject to business and operational requirements;
- (h) Internet access and;
- (i) Two (2) companion phones.

ARTICLE 59 PERSONNEL FILE

59.01 The Employer will permit an active employee, upon the employee's reasonable request, to inspect their personnel file and/or their 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 their personnel file and the Employer, upon the employee's request, will furnish the requested copies. Copies made will be charged to the Union at \$0.25/page. However, taking photos of file documents on mobile devices will be permitted. 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 60 ATTENDANCE/REPORTING ABSENCE

60.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Manager or their designate as far in advance as possible of their scheduled starting time, giving the reason they are unable to attend work, and the date of expected return. Call-ins to report an absence must be made by the employee no later than one (1) hour prior to the start of the employee's scheduled shift except where this is not medically possible or is otherwise demonstrably impossible.

60.02 Modified Work

- (a) The Employer, the Union and any affected employee have obligations to participate in developing a modified work plan based upon medical restrictions and limitations to ensure the earliest possible safe return to work

following an 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/limitations, and request accommodation at the earliest possible time.

- (b) The purpose of the early return to work program is to return employees to their 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 their 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.

60.03 Medical Evidence

The Employer will pay for obtaining 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.

- 60.04 Medical evidence is required to justify absences, accommodation requests and to determine fitness for work; however the Employer has no right to know the employee's diagnosis, unless required by law.

ARTICLE 61 SUBSTANCE ABUSE

- 61.01 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.

- 61.02 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.

- 61.03 An employee may maintain health and dental benefits (save and except disability benefits) while under a medically prescribed course of substance abuse treatment or for a maximum of six weeks, while awaiting entry into a treatment centre, if they arrange to pay the employee portion of the cost of such benefits.

ARTICLE 62 INJURY ALLOWANCE

- 62.01 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 their own. The Employer shall notify the Union/ Health and Safety/WSIB Representative under this Article, within four (4) calendar days of the occurrence wherein, an employee is disabled from performing their usual work or requires medical attention because of a compensable injury, notice shall contain the prescribed information and particulars required by the Occupational Health and Safety Act.

ARTICLE 63 EARLY OUTS

63.01 Voluntary Early Out

The Employer will provide an early out list in the virtual roster for all departments daily at the beginning of each shift. Employees can add their name to the Early Out list no earlier than one (1) hour 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. This is subject to the Employer being able to maintain an adequate and qualified workforce.

63.02 Mandatory Early Out

Subject to the Employer being able to maintain an adequate and qualified workforce, 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. The Employer agrees that full-time employees will not be sent home by reverse seniority in the last 60 minutes of their shift. Affected employees will always receive the minimum call in pay regardless of Mandatory Early Out.

ARTICLE 64 LOCKERS

64.01 The Employer will provide individual lockers with locks for all active employees. Employers shall open an employee's locker with a Union representative present, subject to requests by law enforcement agencies or as required by law.

64.02 The Employer shall maintain in a sanitary condition, dressing areas with washrooms.

ARTICLE 65 CIVIL LIABILITY

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

65.02 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 their own counsel, this article will cease to have application.

65.03 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 their scope of authority and assigned duties and/or the conduct of the employee was neither illegal nor grossly negligent.

ARTICLE 66 VIOLENCE AGAINST WOMEN

66.01 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 agree that such aggressive and abusive behaviour is unacceptable. The parties further agree 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 67 WOMEN'S ADVOCATE

67.01 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.

67.02 The Woman's Advocate will be determined by the Union from amongst the female bargaining unit employees. Assuming there are equally qualified bargaining unit employees interested in the role, the Union will give preference to female bargaining unit employees who have self-identified as Indigenous. The successful Woman's Advocate should be someone with extensive knowledge on Indigenous issues. The Woman's Advocate will sit for a minimum three (3) year term.

67.03 The Woman'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 Woman's department. The Employer agrees to pay for this lost time, including reasonable travel time, reasonable lodging and meals where necessary as long as all expenses are preapproved by the Employer.

67.04 The Employer will provide a dedicated email address and an extension with voicemail.

67.05 The Woman's Advocate has a responsibility to the Employer for ~~her~~ their regular duties. The Woman's Advocate will request permission from their Supervisor before leaving their work to attend to address an issue that arises pursuant to this article. Such leave will not be unreasonably denied, where it can reasonably be done without interfering with the operations of the Employer. The Woman's Advocate must report back to their Supervisor when this business is completed,

and will take no more time than is absolutely necessary during regular working hours to conduct this business.

It is further agreed that the Women's Advocate be provided with up to twenty (20) hours release time per year related to the position. These release days shall be booked a minimum of fourteen (14) calendar days in advance in writing with the Human Resources Manager or designate. This privilege shall be without loss of pay or benefits and will not be abused.

67.06 The Employer and the Union will develop appropriate communications to inform employees about the advocacy role of the Woman's Advocates.

ARTICLE 68 TUITION REIMBURSEMENT PROGRAM

68.01 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.

68.02 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.

68.03 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 \$750 per employee.

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

- a) Once the employee has determined their possible course of study, the employee may complete online, a Tuition Reimbursement Form. This must be completed and submitted online for consideration in accordance with the conditions in this Article.
- b) If the application is approved, the employee may then register for the course with the school indicated in the application.
- c) 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.
- d) 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.
- e) 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.

68.05 This article does not apply to tuition fees for any course related to learning a table game or any other training offered onsite.

68.06 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 their position.

ARTICLE 69 TIME OFF REQUESTS

69.01 Time off requests must be made through the Employee Self Service System (ESS) 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.

ARTICLE 70 DURATION

70.01 The parties agree that the stated term of this Collective Agreement shall be from the date of ratification until January 23, 2022.

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

70.03 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.

ARTICLE 71 PATRON BEHAVIOUR AND WORKPLACE SAFETY

71.01 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 towards an employee, the employee should immediately raise this with their 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.

ARTICLE 72 TOURNAMENT PLAY

- 72.01 The Casino hosts various Table Game 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.
- 72.02 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 Dealers if they so wish.
- 72.03 Where an employee wishes to have the opportunity for participating in Tournament Play, they should indicate this to their Manager. In selecting employees for the tournament, the Employer will assign, by seniority, employees who have their game skill, ability, knowledge and customer service, and who have volunteered for the tournament, on a rotational basis.

ARTICLE 73 LETTER OF UNDERSTANDING – FT/PT RATIO

- 73.01 During the life of this Agreement, the Employer and the Union will meet annually and will review and discuss, by department, the full-time and part-time complement, the schedules, ratios and hours of work. All information reviewed at the meeting will be provided to the Union.

ARTICLE 74 UNION PEL

- 74.01 The Employer will contribute twelve thousand dollars (\$12,000) per year during the life of the collective agreement towards the Unifor Paid Education Leave Program.

ARTICLE 75 EMERGENCY LEAVE

- 75.01 Casino Rama recognizes that there will be situations where an employee cannot attend some or all of their scheduled shifts for emergency reasons. As such, ten (10) “personal emergency leave” days will be granted to an employee each calendar year for the reasons defined under the Employment Standards Act, as amended. The year is defined as January 1st through to December 31st.
- 75.02 There is no pro-rating of the 10-day entitlement. An employee who begins work part way through a calendar year is still entitled to 10 emergency days during the remainder of that year.
- 75.03 Employees cannot carry over unused personal emergency leave days to the next calendar year. The 10 days of personal emergency leave do not have to be taken consecutively. Employees can take personal emergency leave in part days, full days, or in periods of more than one day. If an employee takes only part of a day as personal emergency leave, the Employer can count it as a full day of leave.
- 75.04 The Employer cannot threaten fire or penalize in any other way an employee who takes or plans on taking a personal emergency leave.

- 75.05 The employee will strive to inform the Employer before starting the leave that they will be taking a personal emergency leave of absence. If an employee has to begin a personal emergency leave before notifying the Employer, the employee must inform the Employer as soon as possible after starting it. Notice does not have to be given in writing. Oral notice is sufficient.
- 75.06 An Employer may require an employee to provide evidence reasonable in the circumstances that they are eligible for a personal emergency leave of absence. What will be reasonable in the circumstances will depend on all of the facts of any given situation, such as the duration of the leave, whether there is a pattern of absences, whether any evidence is available, and the cost of the evidence.
- 75.07 If the circumstances are such that it is reasonable for the Employer to require the employee to provide a doctor's note, the Employer should only ask for the following information:
- (a) The duration or expected duration of the absence,
 - (b) The date the employee was seen by a health care professional.
 - (c) Whether the patient was examined in person by the health care professional issuing the certificate.

The Employer shall not require information about the diagnosis or treatment of the medical condition of the employee, unless permitted by law.

- 75.08 The Employer shall not require a medical note in respect of the relative, nor can the employee be required to give details of the medical condition of the relative. The Employer may only require the employee to disclose the name of the relative and their relationship to the employee, and to state that the absence was required because of the relative's injury, illness or medical emergency. The Employer may seek evidence reasonable in the circumstances to verify the employee's request.

SCHEDULE "A" WAGES

<i>SCHEDULE "A" Year 1 (January 24, 2019 - January 23, 2020)</i>			
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>
<u>Cashiering</u>			
Cashier	\$ 16.45	\$ 18.50	\$ 20.56
Count Room Attendant	\$ 16.21	\$ 18.23	\$ 20.26
<u>Warehouse</u>			

Warehouse Attendant	\$ 15.66	\$ 17.62	\$ 19.58
<u>Environmental Services</u>			
Environmental Services Attendant	\$ 14.91	\$ 16.78	\$ 18.64
EVS Houseperson	\$ 15.14	\$ 17.04	\$ 18.93
Seamstress	\$ 16.72	\$ 18.81	\$ 20.90
Wardrobe Attendant	\$ 14.46	\$ 16.26	\$ 18.07
Coat Room Attendant	\$ 14.46	\$ 16.26	\$ 18.07
<u>Facilities</u>			
Electrician	\$ 23.67	\$ 26.63	\$ 29.59
Gas Technician	\$ 23.67	\$ 26.63	\$ 29.59
Millwright	\$ 23.67	\$ 26.63	\$ 29.59
Plumber	\$ 23.67	\$ 26.63	\$ 29.59
Refrigeration/AC Mechanic	\$ 23.67	\$ 26.63	\$ 29.59
Finishing Carpenter	\$ 23.67	\$ 26.63	\$ 29.59
General Maintenance Attendant	\$ 16.79	\$ 18.89	\$ 20.99
Preventative Maintenance Technician	\$ 19.56	\$ 22.01	\$ 24.45
Inventory Clerk	\$ 16.79	\$ 18.89	\$ 20.99
Painter	\$ 16.79	\$ 18.89	\$ 20.99
Senior Painter	\$ 19.56	\$ 22.01	\$ 24.45
Refrigeration Services Coordinator	\$ 26.48	\$ 29.79	\$ 33.10
Project Lead Hand	\$ 26.04	\$ 29.30	\$ 32.55
<u>Banquets</u>			
Banquet Server	\$ 11.82	\$ 13.29	\$ 14.77
<u>Culinary</u>			
Chef de Partie	\$ 19.06	\$ 21.45	\$ 23.83
First Cook	\$ 16.72	\$ 18.81	\$ 20.90
Second Cook	\$ 15.35	\$ 17.27	\$ 19.19
<i>SCHEDULE "A" Year 1 (January 24, 2019 - January 23, 2020)</i>			
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>
Third Cook	\$ 14.59	\$ 16.42	\$ 18.24
Chef de Partie/Pastry	\$ 19.06	\$ 21.45	\$ 23.83
First Pastry Cook	\$ 16.72	\$ 18.81	\$ 20.90
Second Pastry Cook	\$ 15.35	\$ 17.27	\$ 19.19

<u>Kitchen Services</u>						
Kitchen Utility Attendant	\$	14.91	\$	16.78	\$	18.64
<u>Food and Beverage</u>						
Barback	\$	12.54	\$	14.11	\$	15.68
Outlet Bartender	\$	11.24	\$	12.65	\$	14.05
Bartender	\$	11.24	\$	12.65	\$	14.05
Beverage Server	\$	10.80	\$	12.15	\$	13.50
Busperson	\$	13.09	\$	14.72	\$	16.36
Cedar Express Attendant	\$	14.59	\$	16.42	\$	18.24
Club Lounge Attendant	\$	14.59	\$	16.42	\$	18.24
Employee Services Attendant	\$	14.59	\$	16.42	\$	18.24
In-Suite Dining Server	\$	10.80	\$	12.15	\$	13.50
Outlet Greeter	\$	15.18	\$	17.07	\$	18.97
Outlet Runner CC	\$	12.97	\$	14.59	\$	16.21
Outlet Server	\$	10.80	\$	12.15	\$	13.50
Platinum Lounge Server	\$	14.46	\$	16.26	\$	18.07
First Noodle Bar Cook	\$	20.15	\$	22.67	\$	25.19
Second Noodle Bar Cook	\$	17.77	\$	19.99	\$	22.21
Second Dim Sum Cook	\$	22.66	\$	25.49	\$	28.32
Third Dim Sum Cook	\$	16.88	\$	18.99	\$	21.10
Willow Steamer Cook	\$	18.45	\$	20.75	\$	23.06
Willow 1st Chopboard Cook	\$	27.22	\$	30.62	\$	34.02
Willow 2nd Chopboard (Specialty)	\$	21.38	\$	24.05	\$	26.72
Willow 3rd Chopboard Cook	\$	21.47	\$	24.16	\$	26.84
Willow 2nd Wok Cook	\$	24.80	\$	27.90	\$	31.00
Willow 3rd Wok Cook	\$	22.48	\$	25.29	\$	28.10
Willow Utility Cook	\$	14.59	\$	16.42	\$	18.24
<u>Gaming Operations</u>						
Dealer 1	\$	12.31	\$	13.85	\$	15.39

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

SCHEDULE "A" Year 1 (January 24, 2019 - January 23, 2020)

<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>			
Dealer 2	\$	12.54	\$	14.11	\$	15.68
Dealer 3	\$	12.75	\$	14.35	\$	15.94
Dealer 4	\$	12.97	\$	14.59	\$	16.21
Dealer 5	\$	13.18	\$	14.83	\$	16.48
Dealer 6	\$	13.40	\$	15.08	\$	16.75

Jr. Gaming Technician	\$ 18.06	\$ 20.31	\$ 22.57
Gaming Operations Technician	\$ 20.30	\$ 22.84	\$ 25.38
Slot Attendant	\$ 12.49	\$ 14.05	\$ 15.61
Front Office			
Front Office Agent	\$ 16.59	\$ 18.67	\$ 20.74
Guest Service Attendant	\$ 12.85	\$ 14.45	\$ 16.06
Hotel Housekeeping			
Houseperson	\$ 14.91	\$ 16.78	\$ 18.64
Room Attendant	\$ 14.91	\$ 16.78	\$ 18.64
Housekeeping Coordinator	\$ 14.91	\$ 16.78	\$ 18.64
Laundry			
Laundry Attendant	\$ 14.91	\$ 16.78	\$ 18.64
Valet			
Valet Attendant	\$ 12.85	\$ 14.45	\$ 16.06
Valet Communications Attendant	\$ 14.89	\$ 16.75	\$ 18.61

Classification	Start Rate	1800 Hour Rate	3600 Hour Rate
Spa			
Esthetician	\$ 14.45	\$ 14.95	\$ 15.45
Registered Massage Therapist	\$ 14.45	\$ 14.95	\$ 15.45
Spa Coordinator	\$ 17.80	\$ 18.30	\$ 18.80

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

SCHEDULE "A" Year 2 (January 24, 2020 - January 23, 2021)			
Classification	Start Rate (80%)	1800 Hour Rate (90%)	3600 Hour Rate (100%)
Cashiering			
Cashier	\$ 16.78	\$ 18.87	\$ 20.97
Count Room Attendant	\$ 16.54	\$ 18.60	\$ 20.67
Warehouse			

Warehouse Attendant	\$ 15.98	\$ 17.97	\$ 19.97
<u>Environmental Services</u>			
Environmental Services Attendant	\$ 15.21	\$ 17.11	\$ 19.01
EVS Houseperson	\$ 15.45	\$ 17.38	\$ 19.31
Seamstress	\$ 17.06	\$ 19.19	\$ 21.32
Wardrobe Attendant	\$ 14.74	\$ 16.59	\$ 18.43
Coat Room Attendant	\$ 14.74	\$ 16.59	\$ 18.43
<u>Facilities</u>			
Electrician	\$ 24.14	\$ 27.16	\$ 30.18
Gas Technician	\$ 24.14	\$ 27.16	\$ 30.18
Millwright	\$ 24.14	\$ 27.16	\$ 30.18
Plumber	\$ 24.14	\$ 27.16	\$ 30.18
Refrigeration/AC Mechanic	\$ 24.14	\$ 27.16	\$ 30.18
Finishing Carpenter	\$ 24.14	\$ 27.16	\$ 30.18
General Maintenance Attendant	\$ 17.13	\$ 19.27	\$ 21.41
Preventative Maintenance Technician	\$ 19.95	\$ 22.45	\$ 24.94
Inventory Clerk	\$ 17.13	\$ 19.27	\$ 21.41
Painter	\$ 17.13	\$ 19.27	\$ 21.41
Senior Painter	\$ 19.95	\$ 22.45	\$ 24.94
Refrigeration Services Coordinator	\$ 27.01	\$ 30.38	\$ 33.76
Project Lead Hand	\$ 26.56	\$ 29.88	\$ 33.20
<u>Banquets</u>			
Banquet Server	\$ 12.06	\$ 13.56	\$ 15.07
<u>Culinary</u>			
Chef de Partie	\$ 19.45	\$ 21.88	\$ 24.31
First Cook	\$ 17.22	\$ 19.38	\$ 21.53

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

<i>SCHEDULE "A" Year 2 (January 24, 2020 - January 23, 2021)</i>			
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>
Second Cook	\$ 16.34	\$ 18.39	\$ 20.43
Third Cook	\$ 15.46	\$ 17.40	\$ 19.33
Chef de Partie/Pastry	\$ 19.45	\$ 21.88	\$ 24.31
First Pastry Cook	\$ 17.22	\$ 19.38	\$ 21.53
Second Pastry Cook	\$ 16.34	\$ 18.39	\$ 20.43

<u>Kitchen Services</u>						
Kitchen Utility Attendant	\$	15.21	\$	17.11	\$	19.01
<u>Food and Beverage</u>						
Barback	\$	12.79	\$	14.39	\$	15.99
Outlet Bartender	\$	12.82	\$	14.42	\$	16.02
Bartender	\$	12.82	\$	14.42	\$	16.02
Beverage Server	\$	11.94	\$	13.44	\$	14.93
Busperson	\$	13.35	\$	15.02	\$	16.69
Cedar Express Attendant	\$	14.88	\$	16.74	\$	18.60
Club Lounge Attendant	\$	14.88	\$	16.74	\$	18.60
Employee Services Attendant	\$	14.88	\$	16.74	\$	18.60
In-Suite Dining Server	\$	11.94	\$	13.44	\$	14.93
Outlet Greeter	\$	15.48	\$	17.42	\$	19.35
Outlet Runner CC	\$	13.22	\$	14.88	\$	16.53
Outlet Server	\$	11.94	\$	13.44	\$	14.93
Platinum Lounge Server	\$	14.74	\$	16.59	\$	18.43
First Noodle Bar Cook	\$	20.55	\$	23.12	\$	25.69
Second Noodle Bar Cook	\$	18.12	\$	20.39	\$	22.65
Second Dim Sum Cook	\$	23.11	\$	26.00	\$	28.89
Third Dim Sum Cook	\$	17.22	\$	19.37	\$	21.52
Willow Steamer Cook	\$	18.82	\$	21.17	\$	23.52
Willow 1st Chopboard Cook	\$	27.76	\$	31.23	\$	34.70
Willow 2nd Chopboard (Specialty)	\$	21.80	\$	24.53	\$	27.25
Willow 3rd Chopboard Cook	\$	21.90	\$	24.64	\$	27.38
Willow 2nd Wok Cook	\$	25.30	\$	28.46	\$	31.62
Willow 3rd Wok Cook	\$	22.93	\$	25.79	\$	28.66
Willow Utility Cook	\$	14.88	\$	16.74	\$	18.60

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

<i>SCHEDULE "A" Year 2 (January 24, 2020 - January 23, 2021)</i>						
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>			
<u>Gaming Operations</u>						
Dealer 1	\$	12.56	\$	14.13	\$	15.70
Dealer 2	\$	12.82	\$	14.42	\$	16.02
Dealer 3	\$	13.26	\$	14.91	\$	16.57
Dealer 4	\$	13.70	\$	15.41	\$	17.12

Dealer 5	\$ 14.14	\$ 15.90	\$ 17.67
Dealer 6	\$ 14.58	\$ 16.40	\$ 18.22
Jr. Gaming Technician	\$ 18.55	\$ 20.87	\$ 23.19
Gaming Operations Technician	\$ 21.19	\$ 23.84	\$ 26.49
Slot Attendant	\$ 15.02	\$ 16.90	\$ 18.78
Front Office			
Front Office Agent	\$ 16.92	\$ 19.04	\$ 21.15
Guest Service Attendant	\$ 13.10	\$ 14.74	\$ 16.38
Hotel Housekeeping			
Houseperson	\$ 15.21	\$ 17.11	\$ 19.01
Room Attendant	\$ 15.21	\$ 17.11	\$ 19.01
Housekeeping Coordinator	\$ 15.21	\$ 17.11	\$ 19.01
Laundry			
Laundry Attendant	\$ 15.21	\$ 17.11	\$ 19.01
Valet			
Valet Attendant	\$ 13.10	\$ 14.74	\$ 16.38
Valet Communications Attendant	\$ 15.18	\$ 17.08	\$ 18.98

Classification	Start Rate	1800 Hour Rate	3600 Hour Rate
Spa			
Esthetician	\$ 14.76	\$ 15.26	\$ 15.76
Registered Massage Therapist	\$ 14.76	\$ 15.26	\$ 15.76
Spa Coordinator	\$ 18.18	\$ 18.68	\$ 19.18

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

SCHEDULE "A" Year 3 (January 24, 2021 - January 23, 2022)			
Classification	Start Rate (80%)	1800 Hour Rate (90%)	3600 Hour Rate (100%)
Cashiering			
Cashier	\$ 17.11	\$ 19.25	\$ 21.39
Count Room Attendant	\$ 16.86	\$ 18.97	\$ 21.08
Warehouse			

Warehouse Attendant	\$ 16.30	\$ 18.33	\$ 20.37
<u>Environmental Services</u>			
Environmental Services Attendant	\$ 15.51	\$ 17.45	\$ 19.39
EVS Houseperson	\$ 15.76	\$ 17.73	\$ 19.70
Seamstress	\$ 17.40	\$ 19.58	\$ 21.75
Wardrobe Attendant	\$ 15.04	\$ 16.92	\$ 18.80
Coat Room Attendant	\$ 15.04	\$ 16.92	\$ 18.80
<u>Facilities</u>			
Electrician	\$ 24.62	\$ 27.70	\$ 30.78
Gas Technician	\$ 24.62	\$ 27.70	\$ 30.78
Millwright	\$ 24.62	\$ 27.70	\$ 30.78
Plumber	\$ 24.62	\$ 27.70	\$ 30.78
Refrigeration/AC Mechanic	\$ 24.62	\$ 27.70	\$ 30.78
Finishing Carpenter	\$ 24.62	\$ 27.70	\$ 30.78
General Maintenance Attendant	\$ 17.47	\$ 19.66	\$ 21.84
Preventative Maintenance Technician	\$ 20.35	\$ 22.90	\$ 25.44
Inventory Clerk	\$ 17.47	\$ 19.66	\$ 21.84
Painter	\$ 17.47	\$ 19.66	\$ 21.84
Senior Painter	\$ 20.35	\$ 22.90	\$ 25.44
Refrigeration Services Coordinator	\$ 27.55	\$ 31.00	\$ 34.44
Project Lead Hand	\$ 27.09	\$ 30.47	\$ 33.86
<u>Banquets</u>			
Banquet Server	\$ 12.30	\$ 13.83	\$ 15.37
<u>Culinary</u>			
Chef de Partie	\$ 19.84	\$ 22.32	\$ 24.80
First Cook	\$ 17.57	\$ 19.76	\$ 21.96

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

<i>SCHEDULE "A" Year 3 (January 24, 2021 - January 23, 2022)</i>			
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>
Second Cook	\$ 16.67	\$ 18.76	\$ 20.84
Third Cook	\$ 15.78	\$ 17.75	\$ 19.72
Chef de Partie/Pastry	\$ 19.84	\$ 22.32	\$ 24.80
First Pastry Cook	\$ 17.57	\$ 19.76	\$ 21.96
Second Pastry Cook	\$ 16.67	\$ 18.76	\$ 20.84

<u>Kitchen Services</u>						
Kitchen Utility Attendant	\$	15.51	\$	17.45	\$	19.39
<u>Food and Beverage</u>						
Barback	\$	13.05	\$	14.68	\$	16.31
Outlet Bartender	\$	13.07	\$	14.71	\$	16.34
Bartender	\$	13.07	\$	14.71	\$	16.34
Beverage Server	\$	12.18	\$	13.71	\$	15.23
Busperson	\$	13.62	\$	15.32	\$	17.02
Cedar Express Attendant	\$	15.18	\$	17.07	\$	18.97
Club Lounge Attendant	\$	15.18	\$	17.07	\$	18.97
Employee Services Attendant	\$	15.18	\$	17.07	\$	18.97
In-Suite Dining Attendant	\$	12.18	\$	13.71	\$	15.23
Outlet Greeter	\$	15.79	\$	17.77	\$	19.74
Outlet Runner CC	\$	13.49	\$	15.17	\$	16.86
Outlet Server	\$	12.18	\$	13.71	\$	15.23
Platinum Lounge Server	\$	15.04	\$	16.92	\$	18.80
First Noodle Bar Cook	\$	20.96	\$	23.58	\$	26.20
Second Noodle Bar Cook	\$	18.48	\$	20.79	\$	23.10
Second Dim Sum Cook	\$	23.58	\$	26.52	\$	29.47
Third Dim Sum Cook	\$	17.56	\$	19.76	\$	21.95
Willow Steamer Cook	\$	19.19	\$	21.59	\$	23.99
Willow 1st Chopboard Cook	\$	28.31	\$	31.85	\$	35.39
Willow 2nd Chopboard (Specialty)	\$	22.24	\$	25.02	\$	27.80
Willow 3rd Chopboard Cook	\$	22.34	\$	25.14	\$	27.93
Willow 2nd Wok Cook	\$	25.80	\$	29.03	\$	32.25
Willow 3rd Wok Cook	\$	23.38	\$	26.31	\$	29.23
Willow Utility Cook	\$	15.18	\$	17.07	\$	18.97

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

<i>SCHEDULE "A" Year 3 (January 24, 2021 - January 23, 2022)</i>						
<i>Classification</i>	<i>Start Rate (80%)</i>	<i>1800 Hour Rate (90%)</i>	<i>3600 Hour Rate (100%)</i>			
<u>Gaming Operations</u>						
Dealer 1	\$	12.81	\$	14.41	\$	16.01
Dealer 2	\$	13.07	\$	14.71	\$	16.34
Dealer 3	\$	13.52	\$	15.21	\$	16.90
Dealer 4	\$	13.97	\$	15.71	\$	17.46

Dealer 5	\$ 14.42	\$ 16.22	\$ 18.02
Dealer 6	\$ 14.86	\$ 16.72	\$ 18.58
Jr. Gaming Technician	\$ 18.92	\$ 21.29	\$ 23.65
Gaming Operations Technician	\$ 21.62	\$ 24.32	\$ 27.02
Slot Attendant	\$ 15.33	\$ 17.24	\$ 19.16
Front Office			
Front Office Agent	\$ 17.26	\$ 19.41	\$ 21.57
Guest Service Attendant	\$ 13.37	\$ 15.04	\$ 16.71
Hotel Housekeeping			
Houseperson	\$ 15.51	\$ 17.45	\$ 19.39
Room Attendant	\$ 15.51	\$ 17.45	\$ 19.39
Housekeeping Coordinator	\$ 15.51	\$ 17.45	\$ 19.39
Laundry			
Laundry Attendant	\$ 15.51	\$ 17.45	\$ 19.39
Valet			
Valet Attendant	\$ 13.37	\$ 15.04	\$ 16.71
Valet Communications Attendant	\$ 15.49	\$ 17.42	\$ 19.36

Classification	Start Rate	1800 Hour Rate	3600 Hour Rate
Spa			
Esthetician	\$ 15.08	\$ 15.58	\$ 16.08
Registered Massage Therapist	\$ 15.08	\$ 15.58	\$ 16.08
Spa Coordinator	\$ 18.56	\$ 19.06	\$ 19.56

*All Lead classifications will be paid a 10% premium in addition to the 3600 hour rate.

SCHEDULE "B" SKILLED TRADES

B.01 The purpose of this article is to define skilled trades and all other matters dealing with the skilled trades. All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the skilled trades, except as otherwise expressly provided for in this section.

This language supersedes other sections of the Collective Agreement that would be in conflict with this Schedule.

B.02 SKILLED TRADES CLASSIFICATIONS

Skilled trades for the purpose of this Collective Agreement shall be the following classifications: Gas Fitter, Electrician, Plumber, Industrial Mechanic/Millwright, Operating Engineer, Carpenter, Refrigeration and Air Conditioning Mechanic, Class A Mechanic, Chef de Partie (CDP) and First Cook. If the company introduces new skilled trades classifications during the life of the Collective Agreement, they will sit down with the Skilled Trades Representative to agree on a wage rate.

B.03 DEFINITION OF SKILLED TRADE EMPLOYEE

- (a) The term skilled trade employee as used in this article shall mean any person:
- i. Who presently holds a Journeyperson classification in a skilled trades classification listed above.
 - ii. Has completed a bona fide apprenticeship of three (3) years, 6000 hrs, four (4) years, 8000 hrs or five (5) years, 9000 hrs and holds a certificate of qualification which substantiates such claims. The CDP may also provide international certification to substantiate such claims.
- (b) Entry into the skilled trades shall be limited to such persons:
- i. Who qualify as skilled trades people under the provisions set forth in the immediately preceding paragraphs, or
 - ii. Who qualify for skilled trades people status through the Apprenticeship Program negotiated between the parties, or
 - iii. Who provide documents as of date of hire proving their claim to skilled trade's people status to both the company and the union Skilled Trade's Representative, or
 - iv. Who maintains their qualifications in accordance with the renewals prescribed by the trade.

B.04 NEW TECHNOLOGY

When new technology is introduced into the work place, the company will provide training to skilled trades personnel where appropriate. Such training will normally consist of instruction in the operation, maintenance, preventative maintenance and repair of the equipment, provided that such work falls within the accepted scope of the specific trades. Following the installation of any new equipment or process in the work place the company will meet with the representatives of the effected

trades to allow them to make recommendations to improve the operation of the equipment. Where appropriate the company will arrange for skilled trades personnel to interact with suppliers during the installation and construction of new equipment.

B.05 APPRENTICESHIP COMMITTEE

A committee made up of Management and Union Representatives will make up the Apprenticeship Committee.

The Apprenticeship Committee shall consist of:

- (a) Director of Engineering (or designate);
- (b) Executive Chef (or designate);
- (c) Unifor Skilled Trades Representative (or designate);
- (d) Unifor Chairperson (or designate).

QUARTERLY MEETINGS

The parties recognize the knowledgeable skilled trades work force equipped with the proper business systems, tools, and training, will enable the Employer to effectively respond to changing business conditions, continually improve processes and procedures to ensure long term sustainability. The Apprenticeship Committee will meet to discuss issues affecting skilled trades employees. Through these meetings, the parties will attempt to resolve the skilled trade employees' issues which are a concern, and engage skilled trades employees to put forward ideas and suggestions to improve the operations, productivity, quality, energy conservation and environment improvements.

B.06 Other issues that may be the subject of discussion at the quarterly meeting include:

- (a) Planned and preventative maintenance;
- (b) Technology based solutions;
- (c) Upgrading core competencies and training;
- (d) Utilization of skilled trades employees;
- (e) Communication of future work or installations;
- (f) Apprenticeship opportunities and issues.

B.07 At least one (1) week in advance of the meeting, either party can submit to the other, in writing, items to be discussed at the meeting. Grievances will not be discussed at monthly meetings.

B.08 LICENSES

The Employer shall pay the full cost of any new license or licensing renewal which may be required by either company policy or government legislation, including the Ontario College of Trades, during the life of this Collective Agreement. Reimbursement shall only be made upon receipt of payment of renewal fee that may be required by the Employer.

In addition, the Employer shall pay the cost of any renewal of the:

- (a) Ozone Depletion Prevention Certificates (ODP);
- (b) Backflow Prevention License;

Reimbursement shall only be made upon receipt of payment of renewal fee.

B.09 SKILLED TRADES SENIORITY

A separate seniority list for skilled trades will be maintained. Seniority on the seniority list shall be by the trade classification. Employees currently in a skilled trades classification as listed above, will have their full seniority applied to the skilled trades, except in the event of a layoff, vacation block picks and shift picks whereby seniority as of date of entry into the classification applies.

- B.10 Employees in the Skilled Trades classifications will be laid off if a reduction in the work force is necessary within their respective classification, on the basis of the date of entry into the classification. Probationary employees will be the first to be laid off.

B.11 APPRENTICESHIP PROGRAM

The number of new Apprentices is conditional upon there being vacancies in the respective departments and ratios set forth by the Ontario College of Trades

The rate of pay for such classifications shall be as follows:

- (a) Apprentices shall be compensated at 65% of the applicable Journeyperson rate for the first year of their apprenticeship, 75% of the applicable Journeyperson rate for year two (2) of their apprenticeship and 90% of the applicable Journeyperson rate for the balance of the required apprenticeship period.
- (b) Applicants from either the Culinary department or Engineering Departments respectively shall have their rate of pay "grandparented" for the duration of the apprenticeship program, if their current rate exceeds the rates identified above.

- B.12 When the workforce is increased in a trade, Apprentices must be recalled according to trade apprentice seniority. All Apprentices in a trade shall be recalled before any new Journeyperson shall be hired.

- B.13 In the event there is a reduction in the trades, such employee will have one transfer back to the bargaining unit. Once an employee has so elected, they shall not again have this right of election should they return to the Skilled Trades.
- B.14 External applicants to the Apprenticeship Program shall be considered employees under the terms of the Collective Agreement, for the term of their apprenticeship, save and except as noted herein.
- B.15 During the time that they work under the conditions of this Agreement, they will not be eligible to apply for transfer under Article 21 —Job Posting of the Collective Agreement or for hiring as a new employee.
- B.16 All applicants to the Apprenticeship Program are required to sign a copy of the Apprentice Agreement, signifying their understanding and agreement with the terms and conditions of their Apprenticeship.
- B.17 Apprentices shall not be considered as part of the Journeyperson compliment of employees in their department and shall not be used to supplement same, except in cases of practical training. This shall not, however, result in the layoff of a permanent employee.
- B.18 Upon successful completion of the Apprenticeship Program and attainment of the Certificate of Qualification, Apprentices in the Culinary department will be classified as “Graduate - Apprentice” and will be scheduled for any available Second and/or Third Cook duties for which they have the knowledge, skill and ability to perform. They will be paid at the Second Cook full rate. If a “First Cook” vacancy is posted once they are classified as a Graduate - Apprentice, they will be the successful applicant to that vacancy, subject to seniority among the Graduate - Apprentices. The Temporary Transfer language in Article 23 will apply to the Graduate - Apprentices.
- B.19 Upon successful completion of the Apprenticeship Program and attainment of a Certificate of Qualification, Apprentices in the Engineering department shall be classified as Journeyperson in their appropriate classification as per B.02.
- B.20 The Employer agrees to pay for apprenticeship related programs.
- B.21 The Employer may cancel the Apprenticeship Agreement of an employee at any time.
- B.22 Should the Manager (or designate) in charge of an Apprentice find an Apprentice demonstrates a lack of interest or lack of ability to become a competent Journeyperson, the Manager will determine whether the Apprentice may be permitted to continue in probationary status, be required to repeat a specified process or series of processes or terminate their apprenticeship contract for cause.
- B.23 The following criteria shall be considered cause for the purpose of placing an Apprentice on probation or removing them from the Apprenticeship Program;
- (a) Inability to learn;
 - (b) Unsatisfactory work;

(c) Lack of interest in work or education; and/or

(d) Failure to attend classroom instruction regularly.

- B.24 Seniority employees who are removed from the Apprenticeship Program shall return to their former position, seniority permitting, otherwise shall be placed according to lay off and recall procedures.
- B.25 An Apprentice shall be allowed to withdraw from the Apprenticeship Program at any time prior to completion of six hundred-forty (640) hours. After six hundred forty (640) hours, requests to withdraw will require management approval.
- B.26 **SKILLED TRADES COUNCIL DUES**

Upon notification from the Local Union the Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, half hour (1/2) per year from those employees who are deemed by the Company as a skilled trade. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter deductions will be made in January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union, who will forward the dues to the Skilled Trades Area Council.

B.27 **SKILLED TRADES REPRESENTATION IN UNION NEGOTIATIONS**

The Union shall elect or appoint, and the Employer will recognize one Skilled Trades Representative. Such Representative will be allocated from one of the Union Stewards as per article 10.03. The Union Skilled Trades steward must be of journeyperson status.

The Skilled Trade Steward may participate in contract negotiations only when dealing with issues specific to skilled trades and such time will not be paid by the Employer unless it falls within Article 10.

- B.28 The Union shall elect or appoint, and the employer will recognize one Skilled Trades Representative. Such Representative will be allocated from one of the Union Stewards as per Article 10.03. The Union Skilled Trades Representative must be of Journeyman status.

SCHEDULE "C" RESORT OPERATIONS

Personal Alarms

The Employer agrees to provide a wearable personal alarm to all hotel employees who access Hotel guest rooms, including Spa employees and In-Suite Dining, and will provide adequate training on the procedure on proper use of these devices. The Employer will implement the personal alarm devices and complete the necessary training within ninety (90) days of ratification of this agreement.

Spa Equipment

The Employer agrees to continue to make best efforts to maintain and replace all Spa equipment in a timely manner and on an “as needed” basis.

SCHEDULE “D” EMPLOYEE SCHEDULES

The Employer will make best efforts to commence the following scheduling process within three (3) months of receipt of written notice of ratification.

D.1 FULL-TIME SCHEDULES

The Employer agrees that the Part Time (Core Shifts) outlined in Schedule D is expected to increase the current number of full and partial weekends as days off for full time employees.

The Employer agrees that in the annual shift picks, schedules will include a minimum of twenty-five percent (25%) of the total full-time lines that have full weekends and/or partial weekends as days off. The Employer agrees that of the total full-time lines that have full weekends or partial weekends as days off, a minimum of ten percent (10%) will be full weekends as days off.

The parties agree that if the commitment described in this Schedule will result in:

- (a) Reducing full-time employees’ full time weekly hours; or
- (b) The Employer being unable to staff full weekends with part-time employees, the parties will agree to meet to discuss the commitment.

The Employer will maintain the right to ensure it has a qualified and adequate workforce.

D.2 PART-TIME (CORE-SHIFTS)

Part-time Core Shifts shall be identified as the following:

- (a) The two (2) days each week that shall be identified as “Day Off”;
- (b) The other five (5) days on each line will be identified as a “Work Day”. It is understood that the range of start times will be no greater than four (4)

hours apart on all days. The Employer will provide the start time grids at the time of Shift Pick;

- (c) The Employer will assign three (3) shifts per week to employees on core shifts;
- (d) Schedules will be posted in accordance with Article 19;
- (e) The Employer will not assign more than three (3) shifts to an employee on a core shift, unless it falls under one of the exceptions in Article D.7;
- (f) Should the employer schedule an employee on one of their days off under one of the exceptions in D.7, the Employer will ensure employees are provided two (2) consecutive days off within the week.
- (g) Other than as set out in paragraph D.2 (f), the Employer will not schedule employees outside of their range of start times or on their day off without the employee's consent.

D.3 PART-TIME (NON CORE-SHIFTS)

For those Part-time employees that are not covered under a core shift, the Employer will create schedules that will:

- (a) Identify the two (2) consecutive days off each week;
- (b) Identify the shift that the employee will be assigned to;
- (c) Employees will not be scheduled on their days off, unless it falls under one of the exceptions under Article D.7. The Employer will ensure employees are provided two (2) consecutive days off within the week.

Part-time employees that are not covered by a core shift are otherwise subject to the scheduling provisions of Article 19.

D.4 MINIMUM NUMBER OF PART-TIME CORE SHIFTS

When creating the part-time schedules for the annual shift pick, the Employer agrees that the number of part-time core shifts Casino wide shall be equal to at least forty percent (40%) of the total number of part-time lines Casino-wide. The Employer agrees to distribute core shifts to as many classifications as possible.

D.5 DEFINITION OF WEEKENDS

FULL WEEKEND

The days off shall be defined as Saturday/Sunday. For "Overnight Shift" the days off shall be defined as Friday/Saturday off.

PARTIAL WEEKEND

The days off shall be defined as Friday/Saturday *or* Sunday/Monday. For "Overnight Shift" the days off shall be defined as Thursday/Friday *or* Saturday/Sunday off.

For the purpose of the definition of weekend in this clause, "Overnight Shift" shall be any shift that starts between 18:00 and 23:59.

D.6 DEFINITION OF SHIFTS

The Employer will provide departmental shift grid at the time of shift picks which will denote the range of start times by shift class.

D.7 WAIVERS, CONCERTS, AND SPECIAL EVENTS**WAIVERS**

Employees who select a part-time core shift are permitted to sign a waiver indicating that they are available and willing to accept assigned shifts above their core shifts, excluding their two (2) consecutive days off. This waiver will be completed annually by the employee by submitting to the Employer within the first seven (7) days following shift pick.

CONCERTS

Should the Employer require a higher than normal number of employees to cover a concert, the Employer will post for volunteers to work on their day off and will schedule those who volunteer by seniority. Should there be an insufficient number of volunteers; the Employer may schedule a part time employee no greater than four (4) days per calendar year on their day off by reverse seniority.

SPECIAL EVENTS

Should the Employer require a higher than normal number of employees to cover a special event, the Employer will post for volunteers to work on their day off and will schedule those who volunteer, by seniority. Should there be an insufficient number

of volunteers; the Employer may schedule part-time employees on their day off by reverse seniority.

Only the following events shall be considered "Special Events":

- (a) New Year's Eve;
- (b) New Year's Day;
- (c) Chinese New Year Event.

D.8 REVIEW OF SCHEDULING PRACTICES

It is agreed that during the life of the Collective Agreement both parties will meet as required to review the language and application should concerns arise.

LETTER OF UNDERSTANDING #1 – FOOD AND BEVERAGE HOME BASE

There will be “home base work areas” in Food and Beverage, as follows (excluding Banquets):

1. In-Suite Dining, Club Lounge, Weirs, Cedar, and Firestarter combined;
2. Willow and Noodle Bar combined;
3. Cedar Express and Turtle Island combined;
4. St. Germain's;
5. Simcoe Yard House;
6. Couchiching Court;
7. Platinum Lounge;
8. Beverage.

Best efforts will be made to prepare shift bids by home base work area which may include different start times. Where a forty (40) hour work week in one home base is not available, shift bids may be prepared encompassing more than one home base work area.

In the Beverage department, the Employer will make best efforts to minimize the number of start times and to rotate all employees through various sections of the Gaming Floor, subject to business and operational requirements.

LETTER OF UNDERSTANDING #2 - BANQUETS

Banquet employees will not participate in the shift bid process.

Banquet schedules will be prepared based on business and operational requirements but do not constitute a guarantee of hours to be worked. Best efforts will be made to ensure changes are made to the schedule with forty-eight (48) hours' notice to the affected employees.

Full-time banquet employees will be scheduled first, then regular part-time banquet employees, then employees from other Outlets including Beverage Servers, Bartenders and Barbacks, who are seeking to maximize their hours. Where extra hours are available, the Employer shall schedule those shifts by reverse order of seniority from among all Outlet employees including Beverage Servers, Bartenders and Barbacks who have not maximized their hours, subject to their skill, knowledge and ability to do the work. This is to be done prior to incurring overtime or engaging casual/agency employees.

Full-time employees will follow a two (2) week rotation between days and swing shift, where business and operational needs require coverage on two (2) shifts.

Full-time and regular part-time banquet employees may only giveaway/switch shifts among other full-time and regular part-time banquet employees, pursuant to Article 16 of the Collective Agreement.

When full-time and regular part-time Banquet employees are unable to maximize their hours in Banquets, they are permitted to pick up available shifts in the Outlets, subject to their skill, knowledge and ability to do the work. Should hours later become available in Banquets on the day the employee picked up the shift, the Employer will give first right to return to their home position.

Employees, who volunteer to maximize their hours in an Outlet, will be paid the rate of the position they pick up. Gratuities will be paid in accordance with that Outlet.

LETTER OF UNDERSTANDING #3 – 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 the overtime provisions, be paid as straight time.
- (e) Where an employee does not wish to, or is not able to, perform home training, they will indicate this at the time of assignment and alternate arrangements will be made.

LETTER OF UNDERSTANDING #4 - SPA EMPLOYEES

Spa employees will participate in the shift bid process.

Schedules will be prepared based on business and operational requirements and subject to treatment rooms and/or guest requests/demands for particular spa staff. Changes to the schedule may be made with as much notice as possible but may occur prior to the day of work.

Full-time and part-time spa employees may only giveaway/switch shifts among other employees subject to their skill, knowledge and ability to do the work, if the Spa Manager reviews the request and ensures the giveaway/switch does not impact guest requests/demands.

EO's and MEO's will be subject to guest requests/demands.

Lunch and breaks among the Spa Coordinators will be scheduled to impact the spa staff as little as possible. However, spa staff who do not have treatments scheduled may be asked to cover lunch and breaks, as required.

Best efforts will be made to ensure an equalization of treatments among the employees working on any given day, subject to guest requests/demands and subject to business and operational requirements.

The Employer will continue to provide spa employees a base hourly wage and commissions on treatments. In addition, spa employees will be entitled to one hundred percent (100%) of the gratuity left for them by a guest.

LETTER OF UNDERSTANDING #5 - HOTEL GUEST ROOM ATTENDANTS

During negotiations, the parties had discussion surrounding the current point system as it relates to the Hotel Room Attendants and the ability to achieve the expectations of the daily requirements while working at a reasonable pace and in a safe manner.

It was agreed that following ratification, the Employer and the Union will meet to discuss the current point system, including but not limited to:

- (a) Breaks and meal periods;
- (b) Multiple floors requiring travel with supplies;
- (c) Smoking rooms.

Any changes to the current point rating system will be communicated to all Room Attendants.

LETTER OF UNDERSTANDING #6 - FACILITIES EMPLOYEES START RATE

The Employer and Union agree that positions in Facilities may require discussion with the Union at the time of hire of a new employee. Subject to a new hire's skills and qualifications, there may be exceptions to the start rate for a Facilities position.

The start rate for new employees hired into Facilities positions including Electrician, Gas Technician, Millwright, Plumber, and Refrigeration/AC Mechanic, Refrigeration Services Coordinator will be at the 1800 hour rate. Upon completion of 1800 hours, hourly rates will be increased to the 3600 hour rate. Rates will be adjusted as per Schedule A.

Should any of the above mentioned trades be temporarily transferred to Shift Engineer, they will be paid a ten percent (10%) premium in addition to the 3600 hour rate above the Trade rate. The Refrigeration Services Coordinator who may be temporarily transferred to Shift Engineer, shall be paid a ten percent (10%) premium in addition to his 3600 hour rate as a Lead rate.

LETTER OF UNDERSTANDING #7 – PERSONAL TIME OFF (PTO)

WHEREAS both Employer and Union agree that having a PTO process that takes into account an immediate approval process and wait list for additional PTO that can be approved in the future is important to the workplace.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) The parties agree that this LOU will come into effect for any PTO requests submitted on or after the date this process goes live.
- (b) Casino Rama will establish per classification an available PTO quota per date. These dates of available PTO are accessible to be requested by employees through Employee Self Service (ESS) 22 to 122 days in advance of the current date. Employee Self Service (ESS) will show the number of spots available per date on the available PTO quota, until those available spots are at zero.
- (c) When a PTO requested is within the quotas assigned to the classification for a date it will be indicated as “approved” status on ESS within five (5) days. PTO requests will be approved where available within the quota on a first requested basis.
- (d) Casino Rama will establish per classification a pending list quota. PTO requests that are not approved within the available PTO quota but are within the pending list quota will maintain “pending” status in que on the pending list. As business demands change, increases to the available PTO per date could be made. When available PTO per date becomes available the employees who have a request on the pending list que will be approved on a first requested basis for that date.
- (e) Where an employee wished to request a PTO and there is no more PTO being approved within the PTO quota or pending list, the ESS will not accept further requests for that date unless there is a cancellation.
- (f) Employees may cancel PTO prior to the schedule in which it falls in is published.
- (g) C.R.E.W. members must have enough PTO accrual in their bank by the date the schedule is posted that includes the PTO date approved.
- (h) C.R.E.W. members are still responsible for managing their PTO accrual bank. Not having enough PTO accrual for already approved future PTO will result in that future PTO being cancelled for the equivalent amount of full days missing from the C.R.E.W. members PTO bank. Shifts to be cancelled for a vacation block will be from the last to first previously approved date in the vacation block.
- (i) Quotas set for available PTO and the Pending list are at the complete discretion of management.

- (j) Once the schedule is posted, the Last Minute PTO process as indicated under the Last Minute PTO LOU will be applied.

LETTER OF UNDERSTANDING #8 – LEAD RATES

Should an employee be temporarily transferred to Lead, they shall be paid a ten percent (10%) premium in addition to the 3600 rate as a Lead rate.

Should an employee who is paid above the 3600 hour rate be temporarily transferred to Lead, they shall be paid a ten percent (10%) premium in addition to their 3600 hour rate as a Lead rate.

LETTER OF UNDERSTANDING #9 – PERSONAL TIME OFF (PTO) REQUESTS AFTER A POSTED SCHEDULE

WHEREAS Employer and Union recognize the need to have a process to address requests for PTO after the schedule has been posted.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) Once a schedule has been posted Employees may request through Employee Self-Service (ESS) to be considered for Paid Time Off (PTO) within the dates of the posted schedule by adding their name to the Time Off List.
- (b) Where Management can approve additional PTO for a date to the already posted schedule they will do so by reviewing the Time Off List for that date and select the employee from the list on a first requested basis amongst employees who have enough accrued PTO as of the start of that pay period to cover this additional request.
- (c) Employees may remove their request through ESS however once a decision to grant PTO has been made it will not be reversed.
- (d) If by being granted a last minute PTO request an employee does not accrue enough PTO for an already approved PTO on a future schedule, that future PTO date will be cancelled.
- (e) As a result of being granted last minute PTO when already approved PTO is cancelled for a vacation block because the employee does not have enough PTO accrued only the number of shifts that equate to full day of PTO accrual (based upon 7.5 hours per shift) will be cancelled. Shifts to be cancelled for a vacation block will be from the last to first previously approved dates in the vacation block.

LETTER OF UNDERSTANDING #10 – APPRENTICESHIP, ENGINEERING DEPARTMENT

WHEREAS both Employer and Union support the training and development opportunity of existing skilled trade employees in obtaining a different skilled trade license by pursuing in the apprenticeship program of such.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) The parties agree that, when placing an existing skilled trade employee in a different skilled trade under the Apprenticeship Program, the skilled trade employee should be scheduled majority hours in the classification where the individual works as an Apprentice. The Employer agrees to maximize the employee's hours in Apprenticeship Program throughout the period where the individual works as an Apprentice.
- (b) In particular, Apprentices shall not be considered as part of the Journeyperson compliment of employees in their department. The parties recognize that the employee may be scheduled in other classifications where they possess the skills, knowledge and abilities to perform the work when required.
- (c) The parties agree that no persons/positions will be hired/created or laid off/eliminated as a result of the above arrangement.

LETTER OF UNDERSTANDING #11 – TEMPORARY TRANSFER PROCESS

WHEREAS Employer and Union recognize the need to have in place processes that define the method that temporary transfers occur.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) Employee's may sign a waiver of Temporary Transfer Statement on an annual basis, indicating that they do not wish to be considered for temporary transfer and will therefore only be assigned a temporary transfer when they are the most junior available qualified employee.
- (b) Where the Employer requires an employee for temporary transfer into the positions of any Lead position and Shift Engineer it will be scheduled on a rotational basis on their regularly scheduled shifts, with best-efforts being made to rotate qualified employees to be considered for the temporary transfer. Employees with the skill indicated above may also sign a waiver of Temporary Transfer Opportunity Statement however they still may be scheduled during their regularly scheduled shift to maintain their knowledge, skill and ability to perform in the position.
- (c) Where the Employer requires an employee for temporary transfer into any other classification than those Lead positions described above the Employer will temporary transfer the employee who has not signed a waiver of temporary transfer and is qualified to perform the position in order of highest to lowest seniority full-time employee and then highest to lowest seniority part-time employee. In the event there are insufficient numbers of employees available the Employer will schedule qualified employees in order of reverse seniority starting with part-time employees and if none exist then full-time employees.

LETTER OF UNDERSTANDING #12 - CULINARY BANQUET

WHEREAS Employer and Union recognize the need to have a Shift Pick process specific to Culinary roles working in Banquets.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) Chef de Partie, First Cook, Second Cook and Third Cook Shift Picks for Banquets will be for two (2) consecutive days off and shift only.

LETTER OF UNDERSTANDING #13 – PART TIME HOURS OF WORK: COUCHICHIING COURT

WHEREAS Employer and Union recognize the need to schedule shifts for part-time employees in Couchiching Court less than eight (8) hours.

NOW THEREFORE Employer and Union have agreed as follows:

- (a) On the Part Time employees in Couchiching Court can be scheduled for shifts less than eight (8) hours in length, where an eight (8) hour shift is not available.

LETTER OF UNDERSTANDING #14 – CULINARY APPRENTICES

Two employees were hired after ratification without the qualifications set out in Schedule “B” Skilled Trades.

The Employer has assisted both employees with the application to the College of Trades to challenge the Red Seal exam. The challenge to the Red Seal exam must be completed before February 1, 2020.

This agreement is subject to the guidelines put forth by the Ontario College of Trades Apprenticeship Program.

These employees shall be paid and maintain the classification of First Cook as set out in Schedule “A” with the agreement that they will obtain their qualifications set out in Schedule “B” on or before February 1, 2020.

If the employees do not achieve the Red Seal Certification on or before February 1, 2020, they shall be reclassified as Second Cook and paid at the Second Cook rate.

LETTER OF UNDERSTANDING #15 - CULINARY RED SEAL REQUIREMENT

WHEREAS the Employer and Union recognize that the classification of First Cook is required to hold a Red Seal Certification.

AND WHEREAS the Employer and Union recognize that the requirement has posed recruitment challenges negatively impacting the operation.

NOW THEREFORE Employer and Union have agreed:

Internal and external candidates may be offered the Classification of First Cook if they are deemed eligible to write the Red Seal Exam with the College of Trades.

Employees hired without a Red Seal must:

- (a) Register for the exam within one (1) month after their hire or transfer date, and
- (b) Pass the Red Seal exam at first scheduled date, and
- (c) Obtain the Red Seal qualification within twelve (12) months, and
- (d) Provide the casino with a progress update upon request

The rate of pay will be subject to Schedule B, which is 90% of the rate of pay for the First Cook classification until proof of Red Seal achievement, whereas Schedule A will then apply. If an internal employee is successful and is earning a higher rate of pay, their rate of pay will not be affected if their rate of pay is no higher than the full rate of Second Cook. If it is higher, the full rate of Second Cook will apply.

Should the employee be unable to achieve the Red Seal as prescribed above, they will be ineligible to reapply for one year. Internal candidates will return to the position they held prior, should there be a vacancy. If this is not an option, they will be able to exercise their rights under Articles 13.03(c), 13.04 (b), (d), (e) and 13.05.

LETTER OF UNDERSTANDING #16 – PART TIME SHIFT PICKS

WHEREAS the Employer and the Union agree that providing a set of regularly scheduled hours for part time employees is in the best interest of all parties.

AND WHEREAS it is recognized that core schedules are set at three (3) regularly scheduled shifts per week and all parties would benefit with the creation of less than three (3) regularly scheduled shifts per week where applicable.

NOW THEREFORE the Employer and Union agree that the Employer may establish a schedule that does not have any lines on that particular schedule, but will commit to at least two (2) shifts per week and such shifts will be on the employees preferred schedule as recognized by the shift pick. These shifts are not a guarantee of hours. Employees who select this shift schedule may be scheduled additional shifts by the Employer based on their seniority as per article 19 of the Collective Agreement. The Employer further agrees and there will be no adverse effect on any employee who has pre-approved Personal Time Off.

LETTER OF UNDERSTANDING #17 – FOOD AND BEVERAGE

For the purpose of scheduling and the shift picks, all Food and Beverage employees will pick their shift based on their classification. The Outlet will be identified on the shift pick.

The Employer is committed to ensuring that training for the Outlet Servers and Outlet Greeters is completed prior to an Outlet Server or Outlet Greeter working in an Outlet without previous experience.

Shift bids and shift picks may encompass more than one (1) Outlet location to optimize full-time and core schedules.

Shift bids will be available to all employees in the classification to offer senior employees the ability to bid in other Outlets.