COLLECTIVE AGREEMENT

BETWEEN

PURE CANADIAN GAMING
(operating as Casino Calgary)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4655

August 25, 2018 – August 24, 2023

Canadian Office &
Professional Employees
MK/mlv/Local #491

TABLE OF CONTENTS

DEFINITIONS 1
ARTICLE 1 - TERM OF AGREEMENT 2
1.01 Duration 2
1.02 Commencement of Collective Bargaining 2
1.03 Strikes and Lockouts 2
ARTICLE 2 - UNION SECURITY 3
ARTICLE 3 – UNION REPRESENTATION 3
ARTICLE 4 - HUMAN RIGHTS 5
ARTICLE 5 - MANAGEMENT RIGHTS 5
ARTICLE 6 - DISCIPLINE 6
ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS 7
ARTICLE 8 - GRIEVANCE PROCEDURE 8
8.01 Definition of a Grievance 8
8.02 Settling of Disputes and Grievances 8
8.03 Union Assistance 8
8.04 Grievance Handling 8
8.05 Filing Procedure 8
8.06 Grievance Process 8
8.07 Optional Mediation 9
8.08 Step 4 (Arbitration) 9
8.09 Time Limits 10
8.10 Management Officers 10
8.11 Dismissal or Suspension Grievance 10
8.12 Policy of Group Grievances 11
ARTICLE 9 - PROBATIONARY PERIOD 11
ARTICLE 10 - SENIORITY 11
ARTICLE 11 - HOURS OF WORK 15
ARTICLE 12 - SCHEDULING 16
12.01 General 16
12.02 Dealers, Floor Supervisors and Boxpersons 16
12.03 Compressed Dealer's Schedule 17
12.04 All Other Departments 18
12.05 Posting of Schedules 18
12.06 Changes to Schedules 18
12.07 Employee Initiated Changes 19
12.08 Employee Availability 20
12.09 Extra Shifts 20
12.10 Call Ins 21
12.11 Overtime 21
12.12 Early Out 21
ARTICLE 13 - JOB POSTINGS 22
ARTICLE 14 - TRIAL PERIOD 23
ARTICLE 15 - TECHNOLOGICAL CHANGE 23
ARTICLE 16 - HEALTH AND SAFETY 24
ARTICLE 17 - LEGISLATION 24
ARTICLE 18 - DRESS CODE 25
ARTICLE 19 – LAYOFF AND RECALL 25
ARTICLE 20 - WORK PERFORMED BY MANAGEMENT 26

ARTICLE 21 - TRANSPORTATION 27
ARTICLE 22 - TRANSFERRED EMPLOYEES 27
ARTICLE 23 - EMPLOYEE APPRAISALS 27
ARTICLE 24 - CONFLICTING AGREEMENT 28
ARTICLE 25 - PAYMENT OF WAGES 28
ARTICLE 26 - OVERTIME PAY 29
ARTICLE 27 - GENERAL HOLIDAYS 29
27.02 Eligibility 30
27.03 Holiday Pay 30
27.04 General Holiday During Employee Vacation 30
ARTICLE 28 - ANNUAL VACATION 30
ARTICLE 29 - LEAVES OF ABSENCE 31
29.01 Bereavement Leave 31
29.03 Employer or Crown Witness 32
29.04 Maternity, Parental and Adoption Leave 32
29.05 Personal Leave 32
29.06 General Criteria 32
ARTICLE 30 - SEVERANCE PAY 33
ARTICLE 31 - NEW CLASSIFICATIONS 33
ARTICLE 32 - WORK IN OTHER CLASSIFICATION 34
ARTICLE 33 - PAY FOR DAY OF INJURY 34
ARTICLE 34 - REST PERIODS 34
34.01 Dealers 34
34.02 Floor Supervisors, Boxmen and Houseman 34
34.03 All Other Employees 34
ARTICLE 35 - TRAINING COURSES 35
35.01 General Employee Training 35
35.02 Table Game Training Courses 35
ARTICLE 36 - UNIFORMS 36
ARTICLE 37 - PARKING 37
ARTICLE 38 - MEALS AND DISCOUNTS 37
ARTICLE 39 - CASH SHORTAGES 37
ARTICLE 40 - PRINTING OF AGREEMENT 38
ARTICLE 41 - WORKING CONDITIONS 38
ARTICLE 42 - HEALTH BENEFITS 38
42.01 Alberta Health Care Group Policy 38
42.02 Group Insurance Plan 39
ARTICLE 43 - WAGE RATES 39
43.01 Table Games Wage Rates 39
43.02 Dealer Game Increments 39
43.03 Slots Wage Rates 40
43.04 Food & Beverage Wage Rates 40
43.05 Security Wage Rates 40
43.06 Maintenance and Custodial Wage Rates 40
43.07 Recognition of Experience 40
ARTICLE 44 - PAID PERSONAL DAYS 40
LETTER OF UNDERSTANDING #1 42
RE: RECOGNITION OF ADDITIONAL MANAGEMENT POSITIONS 42
LETTER OF UNDERSTANDING #2 44

RE: REDUCTION IN WORK HOURS 44
LETTER OF UNDERSTANDING #3 46
RE: LABOUR MANAGEMENT COMMITTEE 46
LETTER OF UNDERSTANDING #4 47
RE: WORK SITE VISITS 47
LETTER OF UNDERSTANDING #6 48
RE: TIP POLICY 48
LETTER OF UNDERSTANDING #10 49
RE: SHIFT BID PROCESS 49
LETTER OF UNDERSTANDING #11 50
RE: HOURS OF WORK AVERAGING AGREEMENT (HWAA) 50
ADDENDUM “A” - TIP POLICY 52
SCHEDULE "A" 55
SCHEDULE "B" 57
LETTER OF UNDERSTANDING 62
RE: RECALL FOLLOWING COVID- 19 CORONAVIRUS LAYOFFS 62
LETTER OF UNDERSTANDING 63
RE: RECALL FOLLOWING COVID- 19 CORONAVIRUS LAYOFFS 63

DEFINITIONS

In this Agreement, unless the context otherwise requires:

(a) a word used in the masculine gender applies also to the feminine

(b) a word used in the singular applies also to the plural

(c) "Employer", means Pure Canadian Gaming, operating as Casino Calgary

(d) "Union", means the Canadian Union of Public Employees (CUPE) Local 4655

(e) "Department", means a specific division of the Employer's business at Casino Calgary

(f) "Employee", means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement

(g) Regular Full Time Employee: Is an Employee who is required to work not less than thirty-two (32) hours per week over a six (6) month period not including vacation and any other approved leaves of absence.

(h) Regular Part Time Employee: Is an Employee who is not scheduled for full time work but works at least fourteen (14) hours per week and less than thirty-two (32) hours per week over a six (6) month period not including vacation and any other approved leaves of absence.

(i) Casual Employee: A Casual Employee works less than fourteen (14) hours per week on a year round basis.

(j) Probationary Employee: Is an Employee who during their initial period of employment is serving a probationary period as outlined in Article 9.

(k) "Wage rate", means the basic hourly rate of pay paid to an Employee for regular hours of work.

(l) "Wages", includes pay for regular hours of work, but does not include:

  (i) overtime pay, vacation pay, general holiday pay or termination pay
  (ii) a payment made as a gift or bonus that is dependent on the discretion of the Employer and is not related to hours of work, production or efficiency
  (iii) expenses or allowances
  (iv) tips or gratuities

(m) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances at the applicable step and is excluded from this Collective Agreement.

ARTICLE 1 - TERM OF AGREEMENT

1.01 Duration

This Agreement shall be binding and remain in force and effect from August 25, 2018 up to and including August 24, 2023 and shall continue from year to year thereafter subject to the right of either party to serve notice in writing to the other party to commence collective bargaining. Such notice shall be given not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of this Agreement.

1.02 Commencement of Collective Bargaining

(a) Collective bargaining shall commence within thirty (30) days of receipt of the Notice to Commence by either party, unless it is mutually agreed by the parties to extend the time limit.

(b) The parties shall exchange bargaining proposals at the first meeting for the purpose of commencing collective bargaining.

(c) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

(i) the Union commences a legal strike; or
(ii) the Employer commences a legal lockout; or
(iii) the parties enter into a new or amended Agreement; or
(iv) the right of the bargaining agent to represent Employees is terminated.

1.03 Strikes and Lockouts

(a) The Union agrees that during the term of this Agreement there shall be no slowdown or strike, stoppage of work or refusal to work.

(b) The Employer agrees that during the term of this Agreement there shall be no lockout.

(c) An Employee who engages in a slowdown, strike, stoppage of work or refusal to work during the term of this Agreement, shall be subject to disciplinary action up to and including dismissal.

(d) Employees who refuse to work or report for work due to a strike or picket of another Union, Union local or sub-local, shall be subject to disciplinary action up to and including dismissal.

ARTICLE 2 - UNION SECURITY

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees within the bargaining unit for which the Union is certified under the Labour Relations Code of Alberta with the exception of those Employees which have been excluded by this Collective Agreement.

2.02 No Employee shall be required to cross a legal picket line arising from a strike by or lockout of the Union at the Employer's place of business. For the purposes of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under the Alberta Labour Relations Code. The Union agrees to give the Employer advance notice of the probable implementation of picket lines by the Union which might affect the Employer's operation.

ARTICLE 3 – UNION REPRESENTATION

3.01 The Employer agrees to recognize elected or appointed Union officials from the Union membership, employed by the Employer, and the National Representative of the Canadian Union of Public Employees (CUPE) assigned to the local provided the Union has first advised the Employer in writing.

3.02 The Union steward(s) shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

3.03 The Union shall advise the Employer in writing, within ten (10) days of the composition of, and any changes to, the Union officials and Shop Stewards.

3.04 The Union Steward(s) shall, within reason, investigate and process grievances during regular working hours without loss of pay.

3.05 The Union Steward(s) shall first obtain permission from his/her manager before leaving his/her work area for such purpose. Such permission shall not be unreasonably withheld but shall be subject to the operational requirements of the Union Steward(s) work area. Any and all discussions must take place away from customers.

3.06 Union Participation: The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union, as per the Alberta Labour Relations Code, for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

3.07 Time off with pay and with accrual of seniority shall be granted:

(a) to Employees called by the Employer to appear as witnesses before an arbitration board pursuant to the Grievance Procedure of this Agreement. The Union must provide to the Employer the name of the Employee, the date and number of hours required to as act a witness for the Union.

(b) to the Union Representatives who are members of the Health and Safety Committee when attending Committee meetings when meetings and scheduled hours overlap; at regular or overtime rates as it would apply.

(c) to a Union Representative when attending meetings with the General Manager of Casino Calgary or participating in meetings required by the Collective Agreement or legislation.

3.08 Time off without pay and with accrual of seniority shall be granted subject to operational requirements and will not be unreasonably denied:

(a) to Employees who are elected or appointed to represent the Union at a conference, convention or seminar;

(b) to a maximum of eight (8) representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;

(c) to representatives of the Union on the Grievance Committee when attending meetings of such committee.

3.09 Leave of absence without pay and with no accrual of seniority shall be granted:

(a) to Employees appointed or elected to Union office;

(b) to Employees elected to public office.

3.10 The Employer shall supply the Union with a glass enclosed and locked bulletin board in the staff break room and supply the Local with a key. The Employer will install one (1) additional glass enclosed and locked bulletin board in the lower staff hallway provided the Union supplies the bulletin board and the bulletin board is no larger than the existing bulletin board outside of the main staff union. The Union shall have the exclusive right to post items on the Union bulletin boards. The Union agrees to post only the following items:

(a) notice of meetings, conventions, seminars and educational workshops,

(b) list of Union Officers and Stewards,

(c) other materials related to Union events of obvious relevance to the Employees such as newsletters.

The Union agrees not to post information related to strikes or job action, either independently or encompassed within a posting that would otherwise be approved.

Further to the above, the Union agrees not to post bulletins that would slander or defame the Employer or worksite.

The Union shall have the right to post notices on the bulletin board in the food and beverage area.

3.11 Personnel Files: Employees shall, upon one (1) day's notification (excluding Saturday, Sunday and general holidays) to the Employer be permitted to view their personnel file in the presence of an Employer representative. The Employee may make this request only once per quarter and/or in the event of a grievance by the Employee.

3.12 Union Leave shall be granted upon five (5) days' notice to the Employee's Department Manager.

Such leave, with due regard to organizational requirements, shall not be unreasonably denied. The Employer may consider, on a case by case basis, request for Union Leave with shorter notice than five (5) days.

ARTICLE 4 - HUMAN RIGHTS

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes the exclusive right of the Employer to:

(a) maintain order at the worksite;

(b) manage all aspects of the business including but not limited to buildings, machinery and equipment;

(c) use improved methods, machinery and equipment;

(d) enforce legislation, regulations, rules, policies and procedures to be adhered to by the Employees;

(e) implement, supplement and/or alter any rule, policy or procedure of a critical nature at any time;

(f) implement, supplement and/or alter any rule, policy or procedure of a non-critical operational nature after providing the Employees with a minimum of seventy two (72) hours notice of the change;

(g) direct the workforce in all aspects, including but not limited to:

(i) hiring;
(ii) scheduling;
(iii) promotions; and
(iv) discipline;

(h) have volunteers associated with the charitable organization and third party facility users hired by the charitable organization to perform duties that might otherwise be performed by the bargaining unit.

(i) subcontract work.

5.02 The Union agrees that the Employer shall be entitled to make any changes which may be necessary to comply with the requirements of the Alberta Gaming & Liquor Commission, or any other legislation, policies, directives, or regulations of any level of government which apply to any aspect of the Employer's business.

5.03 In the event of an omission or lack of specificity in this Article, the Employer retains all rights and entitlements not expressly limited by a specified Article or clause of this Collective Agreement; and, further that all matters not specifically covered by this Collective Agreement will be dealt with at the sole discretion of management.

5.04 The Union recognizes that the Employer's business is to provide a facility for charitable organizations to hold their licensed casino events for the purpose of fund raising and further that a contract with a licensed charitable organization is required for the Employer to conduct business.

ARTICLE 6 - DISCIPLINE

6.01 The Employer shall have the right to discipline Employees for cause.

Once the Employer has completed an investigation which results in discipline, the discipline meeting shall occur within fourteen (14) days of that date.

In the case of the Employee not being available during the fourteen (14) day period, the parties agree to extend the fourteen (14) day timeline until the Employee is available.

6.02 An Employee who has been given a written warning, suspension, disciplinary demotion or is discharged shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all correspondence or written notices pertaining to the action taken which are placed in their personnel file. A copy of any disciplinary action taken after the probationary period has been completed that results in a suspension, demotion or termination will be sent to the Union and National Representative.

6.03 The Union recognizes that there are occasions when the actions or conduct of an Employee require the Employer to take immediate disciplinary action, up to and including discharge.

6.04 Nothing in this Article shall take away the Employee's right to access the Grievance Procedure for any disciplinary action taken unless such right has been restricted elsewhere in this Agreement.

6.05 The Employer shall advise an Employee of their right to be accompanied by a Union Steward, who shall act in the capacity of an observer only, during any disciplinary action. No disciplinary action shall be considered null and void merely by the fact that an Employee did not exercise this right.

6.06 All Employees who have a disciplinary record placed on their personnel file will have the discipline record removed after twelve (12) months have passed since the disciplinary record was issued and no other subsequent disciplinary record has been issued. If all the above conditions are met, the said disciplinary record will be cleared.

6.07 The Employer shall be exempt from the application of Article 6.02 above in the event of the dismissal of a probationary Employee as defined in Article 9 - Probationary Period.

6.08 In the event CCTV recordings are used by Employer to support disciplinary action, the Employee and the Union shall be permitted to review the recording at the disciplinary meeting with the Employer.

ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS

7.01 Union dues as set by the Union and applicable to all Employees covered by this Agreement shall be deducted on a pay period basis. All dues shall be forwarded to the Union no later than the fifteenth (15th) of each month, following the month for which the dues have been deducted and be accompanied by a list of the names of the Employees from whose wages the deductions have been made and the amount.

7.02 Should the Union change the Union dues to be deducted, the Union shall notify the Employer in writing sixty (60) days prior to the first of the month in which the revised dues are to be effective.

7.03 The monthly deduction for Union dues shall apply in the month that an Employee commences or terminates employment.

7.04 All casual Employees shall be required to pay Union dues.

7.05 The Employer agrees that a Union representative shall be given the opportunity during the orientation period of newly hired Employees to make a presentation of up to thirty (30) minutes during the orientation of the Employee(s), for the purpose of advising the Employee of his or her rights and obligations under this Agreement without loss of pay for the Union representative.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

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

8.02 Settling of Disputes and Grievances

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

8.03 Union Assistance

An Employee or Union Steward may request the attendance of a CUPE Representative to provide assistance at any meeting held with the Employer to attempt resolution of a formal grievance.

8.04 Grievance Handling

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

It is understood that stewards may deal with grievances on their break times, on the Employer's premises without seeking permission.

8.05 Filing Procedure

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

8.06 Grievance Process

Step 1 - Department Supervisor/Shift Manager

An Employee who has a grievance shall, within fourteen (14) calendar days of the date they become aware of, or reasonably should have become aware of, the occurrence prompting the difference, first discuss and provide a written grievance to their Department Supervisor or Shift Manager. The Department Supervisor or Shift Manager shall respond in writing to the Employee and the Local Union within seven (7) calendar days of receiving the Step 1 complaint.

In the event that it is not resolved, and/or a written response is not received from the Department Supervisor or Shift Manager within the prescribed timelines, the grievance may be forwarded to Step 2.

Step 2 - Department Manager

Within seven (7) calendar days of the meeting at Step 1, a formal grievance shall be submitted to the Department Manager for resolution. At the request of either party, a meeting shall be held at this Step. The Department Manager shall reply in writing within seven (7) days of receiving the grievance. If the grievance is not settled at this Step, it may be advanced to Step 3.

Step 3 - General Manager/Designated Officer

Within seven (7) calendar days of receipt of the Step 2 response, the Union shall submit the grievance in writing to the General Manager or Designated Officer. At the request of either party, a meeting shall be held at this Step. An Employer grievance shall be initiated at this Step directly to the Union, in writing. A written response shall be provided to the presenter within seven (7) calendar days of receipt of the grievance.

8.07 **Optional Mediation**

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

8.08 **Step 4 - Arbitration**

(a) If a settlement is not reached through the above proceedings, the Union (in the case of a Union grievance) or the Employer (in the case of an Employer grievance) may refer the grievance to an Arbitration Board by providing the other party notice in writing within twenty-one (21) calendar days of receiving the written response at Step 3.

(b) Either of the parties shall notify the other party in writing of its desire to submit the grievance to Arbitration, and the notice shall contain a statement of that grievance and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within fourteen (14) calendar days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within fourteen (14) calendar days of the appointment to the second of them, appoint a third person who shall be the Chairperson.

(c) If the recipient of the notice in (a) and (b) above fails to appoint a nominee within the time limit indicated, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

(d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board.

(e) The parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.

(f) Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.

(g) The Arbitration Board or Arbitrator shall expressly confine itself in its award to the precise issue submitted to it and shall have no authority to make a decision on any other issue not submitted to it.

(h) The power and decisions of the Arbitration Board or Arbitrator shall be in accordance with the applicable provisions of the Alberta Labour Relations Code.

(i) Procedures as stipulated in this Article may be varied only by written agreement of the parties.

8.09 **Time Limits**

(a) In the event the initiator of the grievance (Union or Employer) fails to follow the procedure and time limits prescribed in the Grievance Procedure, the grievance shall be deemed to be abandoned.

(b) Should the recipient of the grievance (Union or Employer) fails to follow the procedure and time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

(c) The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer. Either party shall not unreasonably deny such a request.

8.10 **Management Officers**

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

8.11 **Dismissal or Suspension Grievance**

In the event a non-probationary Employee alleges dismissal or suspension without cause, the Employee's grievance may commence at Step **2**, within fourteen (14) calendar days of the occurrence.

8.12 **Policy of Group Grievances**

(a) Both the Union and the Employer shall have the right to process as policy grievances items which arise regarding the interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step 3, provided that the grievance is submitted in writing, within fourteen (14) calendar days of the date they first became aware of or reasonably should have become aware of the occurrence.

(b) The Union shall have the right to process Group grievances. A Group Grievance is initiated by more than one (1) Employee providing that all Employees who are a party to the grievance are grieving the identical issue and have signed the initial grievance form.

(c) Any matter submitted as either a Policy Grievance or a Group Grievance shall not also be subject to a grievance by an individual.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 All newly hired Employees shall be considered probationary for the first four hundred and twenty (420) hours or three (3) months, whichever is greater. The probationary period is to assess performance and ascertain long term suitability.

An Employee shall automatically be confirmed in the permanent position upon completing the probationary period unless the Employer extends the probationary period up to an additional three (3) months, providing proper and sufficient reasons, in writing to the Employee, with a copy provided to the Union. The Employer shall exercise this right reasonably.

9.02 An Employee may be discharged at any time during the probationary period and the Employee shall have access to Step 1 of the Grievance Procedure only.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the accumulated hours of work within the following categories:

(a) within the classification (classification seniority)

(b) within the department (departmental seniority)

(c) within the bargaining unit (bargaining unit seniority)

For sub-classifications, which apply to dealers only (sub-classification seniority) seniority shall be based on their start date only.

Notwithstanding the above, when an Employee chooses to demote themselves via 13.01 f), within their department, from a higher classification to a lower classification, their accrued classification seniority in a) above shall transfer with the Employee to the lower classification only when the Employee has prior experience with the Employer at the lower classification. Their departmental and bargaining unit seniority shall continue to accrue in the lower classification and their seniority in the higher classification shall be lost.

10.02 Seniority shall be established in each of the categories provided for in 10.01 once an Employee successfully completes the probationary period or the trial period, whichever is applicable, after which the Employee's accumulated hours of seniority in the category shall be retroactive to the Employee's start date or date of transfer, whichever applies.

10.03 No seniority shall be accrued by probationary Employees. Upon the successful completion of the probationary period, an Employee's accumulated hours of seniority shall be made retroactive to the Employee's start date.

10.04 Seniority shall be accrued by all Employees at the rate of one (1) hour of seniority for every one (1) hour of work.

An Employee's seniority date in all categories as provided for in 10.01 (a), (b) and (c) shall simply establish the date on which their seniority accrual commenced.

10.05 Classification seniority shall apply to:

(a) Scheduling of Vacation

(b) Job Postings

(c) Training

(d) Layoff and Recall (except for dealers where sub-classification applies)

(e) Extra shifts, overtime, early out and call in, and

(f) Scheduling of shifts as per Article 12.02

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

10.07 Bargaining Unit seniority shall apply only when all factors are the same as outlined in 10.06.

10.08 Sub-classifications are for Dealers and Floor Supervisors only and shall apply exclusively to layoff and recall as per Article 19. Sub-classification seniority shall be based on seniority dates exclusively. Dealers will be sub-classified into seven (7) groups in the following manner and order:

Sub-classification 1 - dealers with one (1) game
Sub-classification 2 - dealers with two (2) games
Sub-classification 3 - dealers with three (3) games
Sub-classification 4 - dealers with four (4) games
Sub-classification 5 - dealers with five (5) games
Sub-classification 6 - dealers with six (6) games
Sub-classification 7 - dealers with seven (7) games

10.09 For the purposes of defining "games" in the application of 10.10, only the following shall be considered games:

(a) Blackjack

(b) Baccarat/EZ Baccarat

(c) Roulette

(d) Pai Gow Tiles

(e) Poker

(f) Craps

(g) Ultimate Texas Hold 'Em or any other patented poker games

10.10 Seniority shall continue to accrue during the absence of an Employee for seventy-eight (78) weeks for combined maternity/parental leave.

10.11 Seniority shall continue to accrue during the absence of an Employee who is off work as a result of non-occupational illness or injury up to a maximum of one (1) year.

10.12 Seniority shall continue to accrue during the absence of an Employee who is off work as a result of an occupational injury, from the date of injury until the Employee's Workers' Compensation Board benefits expire.

10.13 Seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when an Employee:

(a) resigns or otherwise terminates his/her service by voluntary act, or

(b) is discharged for cause, or

(c) fails to return to work upon the expiration of a leave of absence, or

(d) is absent without leave, or

(e) is laid off for a period in excess of one hundred and twenty (120) calendar days, or

(f) fails to respond to the Employer within twenty-four (24) hours immediately following the stated recall date.

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

10.14 Seniority shall not accrue during periods of layoff or during unpaid leaves of absence in excess of thirty (30) days, except as provided for in 10.10, 10.11 and 10.12 above. An Employee's seniority in all categories shall reflect any period during which seniority is not accumulated.

10.15 Seniority hours shall continue to accrue:

(a) for Employees called by the Employer or the Union to appear as witnesses before an arbitration board pursuant to the Grievance Procedure of this Agreement. The Union must provide to the Employer the name, date and hours of Employees who are called as a witness for the Union,

(b) for Union members of the Health and Safety Committee when attending Committee meetings and performing their required duties under the Alberta Occupational Health and Safety Code, and

(c) for a Union Steward or Local Executive Member when attending meetings with the General Manager or designate of Casino Calgary.

10.16 Seniority hours shall continue to accrue on an approved leave of absence without pay:

(a) for Employees who are elected or appointed to represent the Union at a conference, convention or seminar,

(b) for representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer, and

(c) for representatives of the Union on the Grievance Committee when attending meetings of such committee.

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

(a) to Employees appointed or elected to Union office, and

(b) to Employees elected to public office.

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

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

10.20 The Employer shall post a list of Employees showing the date on which each Employee's service commenced and their accumulated seniority. An up-to-date seniority list shall be sent to the Union electronically and hard copy posted on the bulletin boards in February and August of each year.

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

10.22 The accrual of seniority hours during an applicable leave of absence shall be equal to the seniority accumulated in an equivalent period of time, as the leave itself, commencing immediately prior to the leave commencing.

ARTICLE 11 - HOURS OF WORK

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

(a) **Regular shifts**

(i) not more than eight (8) hours in any single shift, exclusive of any unpaid meal breaks;

(ii) not more than forty-four (44) hours in six (6) working days in any seven (7) consecutive day period beginning on Sunday, exclusive of any unpaid meal breaks.

(b) **Compressed shifts**

(i) not more than twelve (12) hours in any single shift, exclusive of any unpaid meal breaks;

(ii) not more than eighty-eight (88) hours in fourteen (14) consecutive days beginning on Sunday, exclusive of any unpaid meal breaks.

11.02 Employee Attendance at Staff Meetings

(a) Where an Employee is directed by the Employer to attend a staff meeting, that has been scheduled within one (1) hour contiguous to a scheduled shift, the Employee shall be compensated in accordance with Article 11.01.

(b) Where an Employee is directed by the Employer to attend a staff meeting that has not been scheduled within one (1) hour contiguous to a scheduled shift, the Employee shall be paid a minimum of three (3) hours. The time at such meeting shall be counted towards the Employee's regular shift or weekly regular hours.

(c) If the Employer requests a specific Shop Steward/Local Executive Member to attend a meeting regarding another Employee and that Shop Steward is not at work, the Employer shall pay such Shop Steward/Local Executive Member in accordance with (a) or (b) above.

ARTICLE 12 - SCHEDULING

12.01 General

(a) The Employer has the right to determine schedules for Employees to meet the ongoing operation requirements of all departments.

(b) The right to schedule Employees includes the determination of:

(i) the number of Employees required on a shift at any time;
(ii) the hours of operation for any department;
(iii) the number of days of hours that an Employee is to work in a seven (7) day period;
(iv) the starting times and ending time of all shifts of all Employees;
(v) the scheduling period and scheduling system of any department or classification which has not been expressly outlined in this Article.

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

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

12.02 Dealers, Floor Supervisors and Boxpersons

(a) The schedule period shall coincide with the calendar months.

(b) Employees shall indicate their shift preference on a blank sign-up calendar, which must be submitted to the Employer a minimum of one (1) month prior to the commencement of the next schedule period.

(c) The Employer shall assign shifts by classification seniority, sub-classification seniority in the case of dealers while considering the Employer's rights as outlined in 12.01 (a) and 12.01 (b) and the competencies of the Employee being scheduled. The intent of this clause shall not be construed as guaranteeing any Employee a specific schedule or preferred shift.

(d) The scheduling of days off on key operating days of the Employer shall be determined by classification seniority, operational requirements and the Employees work history on the same key operation day in the previous year.

(e) Key operating days of the Employer include, but are not limited to: Boxing Day, New Year's Eve, Chinese New Year's and General holidays.

(f) The Employer shall not be required to post schedules for these classifications. However, the Employer shall provide each Employee with their own personal schedule.

(g) In the event an Employee fails to submit a sign-up calendar, the Employer shall schedule the Employee according to operational requirements only. The Employee may attempt to augment this schedule via the extra shifts provisions of Article 12.09.

12.03 **Compressed Dealer's Schedule**

(a) Dealers on a compressed schedule at the date of ratification of this Agreement shall retain their compressed schedule.

(b) The Employer shall maintain a waiting list of Employees that have indicated their desire for compressed scheduling.

(c) The initial list shall be limited to the existing waiting list in the order that the Employees were put on the list. Any vacancies on the list shall be filled in order by a random draw of all interested Employees.

(d) The compressed waiting list shall be allowed to diminish from a maximum of ten (10) down to a minimum of five (5), at which time new applications will be accepted to replenish the list to ten (10) people. The waiting list will be sorted by classification seniority.

(e) When a compressed schedule becomes available, the Employer shall go to the top of the list to fill the vacancy.

(f) In the event an Employee declines the compressed schedule, they shall be removed from the list.

(g) In the event the Employer reduces the number of compressed schedules, Employees will be required to return to a regular schedule in reverse order of going on a compressed schedule.

(h) Compressed schedules shall only be available to Employees with three (3) or more of the games defined in 10.09 or as provided for in 12.03 (i) below.

(i) Poker qualified dealers who indicate their desire to work late night poker shall be required to go on a compressed schedule.

12.04 **All Other Departments**

(a) The Employer shall determine schedules for all Employees to meet the ongoing operational requirements of the department.

(b) The Employer shall assign shifts by classification seniority, while considering the Employer's rights as outlined in 12.01 (a) and 12.01 (b). The intent of this clause shall not be construed as guaranteeing any Employee a specific schedule or preferred shift.

12.05 **Posting of Schedules**

(a) All scheduled days of work and hours of work shall be posted seven (7) calendar days in advance of the schedule period commencing on a Sunday.

(b) Schedules shall be posted in areas accessible to the affected Employees.

(c) Schedules shall include the Employee's name, starting and ending time for each day of work and days off for the entire work period.

(d) The Employer is responsible for keeping the work schedule up to date and to ensure that all changes are clearly noted and legible.

(e) This Article shall not apply to those Employees referenced in Article 12.02.

12.06 **Changes to Schedules**

(a) Other than emergencies, a scheduled Employee is entitled to forty-eight (48) hours person to person notice prior to the start time of any shift being postponed or the start time of an advanced shift.

(b) Notice is not required when an Employee is required to work past the end of a scheduled or unscheduled shift.

(c) Notice is not required when an Employee voluntarily reports for work on a call in.

(d) Provided the Employee has received the advance notice required in (a) above, the Employee is required to comply with the change, unless the Employer is satisfied that the reason for not complying is valid.

(e) When the Employee has not been provided with the advance notice required in (a) above, they will not be required to comply with the change but may agree to the change if they so desire.

(f) It is the responsibility of the Employer to advise the Employee of any change in their work schedule.

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

12.07 **Employee Initiated Changes**

(a) An Employee may, with the approval of the Employer, change shifts with another Employee of the same classification and equivalent qualifications.

(b) A request to change shifts must be received by the Employer seven (7) calendar days in advance of the first day or days to be changed, when the posted schedule affected is for two (2) weeks or longer and four (4) days in advance of the first day or days to be changed when the posted schedule affected is for one (1) week.

(c) A shift change request sheet supplied by the Employer and signed by both Employees must be submitted to the Employee's Department Manager before any exchange of shifts will be considered.

(d) The change shall not be approved until signed by the Department Manager.

(e) The Employee who takes the shift(s) assumes all the obligations and requirements of the shift as if the Employee originally scheduled worked the shift.

(f) No overtime will be paid by the Employer that results from the exchange of shifts except for those hours which would have been paid at overtime rates had the exchange of shifts not occurred.

(g) An Employee, or in case of Employee incapacitation, a spouse or family member shall after becoming aware that the Employee is going to be late or unable to report for work as scheduled because of illness, injury or emergency, is obligated to notify their Department Manager or their designate, first by phone and if unsuccessful, then email or text at the earliest possible time. Employees shall make all reasonable efforts to contact their Department Manager or their designate at least two (2) hours prior to the commencement of their shift, to allow the Employer sufficient time to arrange coverage for the absence.

12.08 **Employee Availability**

(a) All regular Employees must be available to work the shifts required by the Employer to effectively operate. This includes day shifts, swing shifts, night shifts, late night shifts and weekends.

(b) All regular Employees must establish their availability with the Department Manager at the time of hire or at the time the Employee converts from full-time to part-time or vice versa.

(c) The Employer is not obligated to make up time lost by an Employee when the Employee is not available to work the shifts required by the Employer and posted on the schedule.

(d) A swing shift shall be defined as a shift commencing during one shift and ending during another shift.

12.09 **Extra Shifts**

(a) The Employer shall establish an "Extra Shifts" request list on a monthly basis for each department for Employees to sign up for extra shifts and/or hours.

(b) When extra shifts and/or hours become available, the Employer shall offer the extra shifts/hours to Employees on the Extra Shifts list in order of classification seniority provided that:

(i) the Employee has the skills required, and
(ii) the Employee will not be put in an overtime situation, and
(iii) the offer of extra shifts is equitably distributed during the month.

(c) An Employee from the Extra Shifts list that refuses the offer of extra time on two (2) occasions in a schedule period shall be removed from the list for fourteen (14) days or the remainder of the month, whichever is less. The onus shall be on the Employee to advise the Employer to be put back on the Extra Shifts list.

(d) The Employer shall not be required to offer overtime hours to any Employee for the period of time that Employee has been removed from the Extra Shifts list.

(e) A shift shall be defined as four (4) consecutive hours of work, exclusive of any unpaid meal periods.

(f) "Stay Lates" will be deemed as extra hours in the poker room only and shall be equally distributed on a pay period (2 week) basis commencing on a Sunday.

12.10 **Call Ins**

(a) In the event the Extra Shifts list as provided for in 12.09 is unable to meet the operational requirements of the Employer, the Employer shall call in casual Employees before calling Employees who have not expressed an interest in extra shifts/hours.

(b) Subject to 12.10 (a) above, the Employer shall call in Employees in order of classification seniority provided that:

(i) the Employee has the skills required, and
(ii) the Employee will not be put in an overtime situation.

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

12.11 **Overtime**

(a) From time to time Employees shall be required to work overtime.

(b) The Employer shall provide a voluntary overtime sign-up sheet each day. Overtime shall be allocated to those Employees on the list based on classification seniority provided the Employee has the skills required.

(c) In the event there are insufficient volunteers pursuant to 12.11 (b) above, the Employer may offer overtime hours to any Employee that has the required skill or may require Employees to work overtime in reverse order of classification seniority based on skills required.

(d) Pursuant to b) above, if overtime is available, the Employer is not required to offer an overtime shift, or part thereof, to any individual Employee more than once, in any fourteen (14) calendar day period.

12.12 **Early Out**

(a) Early out shall be voluntary.

(b) The Employer shall provide a voluntary early out sign-up sheet each day. Early out shall be allocated based on classification seniority provided the Employee's skills are not required.

(c) If early out is required and an insufficient number of Employees have volunteered for early out, the Employer will require Employees to take early out on a rotating-basis. The distribution of early outs will be as equitable as possible. Employees required to take Early Out under this provision will be guaranteed a minimum of four (4) hours.

(d) The release from work of Employees who are unprepared to commence work or are incapable of performing work, shall not be considered as an early out.

(e) Early out shall be mandatory, at the discretion of the Employer, for Employees scheduled for late night poker.

ARTICLE 13 - JOB POSTINGS

13.01 (a) All vacant positions and training opportunities for table games within the bargaining unit shall be posted for seven (7) calendar days on a designated Job Opportunities bulletin board. Management positions may also be posted at this location

(b) All applications for posted positions shall be in writing and where practical on an application form provided by the Employer.

(c) The Employer shall only consider external applicants when there are no internal applicants with the required skills, ability, experience and aptitude.

(d) In the case of applications from experienced dealers it is agreed that the Employer can hire these individuals without a job posting into dealer positions. It is further agreed that postings for blackjack training schools shall be done internally and externally at the same time.

(e) In the event that two or more Employees meet the requirements of the posting and are considered by the Employer to be relatively equal in skills, ability, experience and aptitude, the Employer shall consider seniority as the final determining factor. In this determination, seniority shall be considered in the following order, and if applicable:

(i) classification seniority
(ii) departmental seniority
(iii) start date seniority

(f) (i) In the event an Employee is successful in a competition for a job in another classification higher that their present classification, the Employee shall be placed on a step on the grid of the new classification that represents a wage increase.

(ii) In the event an Employee is successful in a competition for a job in another classification that is lower than their own classification, the Employee shall be placed at the step on the grid in the lower classification which is the closest in wages to their former position.

(g) An Employee appointed to a position by the application of this Article shall be governed by Article 14, Trial Period.

ARTICLE 14 - TRIAL PERIOD

14.01 In filling a position under Article 13, Job Postings, the successful applicant shall be given a trial period of four hundred and twenty (420) hours.

14.02 The purpose of the trial period is to provide the successful applicant the opportunity to demonstrate the ability to perform satisfactorily in the new position.

14.03 The Employer has the right to determine the level of training required for an Employee to satisfactorily perform in the new position.

14.04 During the trial period, the Employee may elect to return, or the Employer may require the Employee to return, to his/her former position and rate of pay, without loss of seniority. The Employer shall, in writing, inform the Employee of the reasons for returning him/her to his/her previous position. Any other Employees thereby affected shall be returned to his/ her former position and rate of pay, without loss of seniority or laid off as per Article 19.

14.05 In the event that the former position has been eliminated, then the Layoff and Recall provisions apply as per Article 19.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 Technological change refers to the introduction by the Employer of any new equipment not previously used.

15.02 Technological change does not refer to:

(a) the upgrading of existing equipment; or

(b) the replacement of existing equipment with a newer model; or

(c) the introduction of new equipment by the Alberta Gaming and Liquor Commission.

15.03 When the Employer is planning to introduce any technological change that results in a reduction in the work force within the bargaining unit, the Employer shall provide the Union with thirty (30) calendar days notice prior to the implementation of the change.

15.04 The Employer shall provide training to Employees directly affected by the introduction of the new equipment.

15.05 In the event that technological change or 15.02 (c) above results in a reduction in the workforce, layoffs and recalls shall be in accordance with the provisions of Article 19, Layoff and Recall.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Union and the Employer agree to cooperate in the matter of occupational health, safety and accident prevention.

16.02 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act.

16.03 The Union and the Employer agree to the establishment of a joint Health and Safety Committee as outlined by the Alberta Health and Safety Act effective June 1, 2018.

16.04 The Committee shall prepare a draft Terms of Reference which must be jointly approved by the General Manager of Casino Calgary and the CUPE National Representative assigned to Local 4655.

16.05 The Employer shall assist the Committee by providing all relevant information that the Employer possesses, when required, pertaining to accidents, incidents or occupational diseases that occur at the work site. It is understood that the provisions of the Freedom of Information and Privacy Act bind the Employer.

16.06 The Committee shall assist the Employer:

(a) in identifying situations that may be unsafe or unhealthy in respect of the work site;

(b) by making positive and realistic recommendations for the improvement of health and safety at the work site.

16.07 Health and Safety Committee shall be responsible for posting meeting minutes on the designated bulletin boards in staff rooms.

ARTICLE 17 - LEGISLATION

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

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

ARTICLE 18 - DRESS CODE

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

ARTICLE 19 – LAYOFF AND RECALL

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

19.02 The Union and the Employer recognize that job security shall increase in proportion to seniority therefore, in the event of a layoff as defined in Article 19.01, Employees:

(a) In the table games department shall be laid off in reverse order of classification seniority, or sub-classification seniority in the case of dealer seniority;

(b) In the Slot, Food and Beverage, Maintenance and Custodial and Security departments, shall be laid off in reverse order of department seniority, provided the remaining Employee has the qualifications and previous experience with the Employer in performing the remaining work.

19.03 No notice will be required or will apply where the layoff is the result of a fire, flood, earthquake, or other like natural event, or in the event of a circumstance requiring the immediate closure of the facility.

19.04 For table games, a layoff of dealers shall commence at the lowest sub-classification, that is Dealer 1.

19.05 The Employer shall provide the Union and regular full-time and regular part-time Employees with fourteen (14) calendar days' notice of the effective date of layoff.

19.06 No notice of layoff shall be required to be given to probationary Employees.

19.07 No new Employees shall be hired in a classification or sub-classification or as per clause 19.02 (b) while there are other Employees from that classification or sub-classification or as per clause 19.02 (b) on layoff and who are eligible for recall, as long as the laid off Employees have the skills, knowledge and ability to perform the work required and are available to do so.

19.08 An Employee shall be recalled only to the classification or sub-classification, or as per clause 19.02 (b) from which the Employee was laid off.

19.09 Other than the retention of seniority held at time of layoff, an Employee's rights while on layoff shall be limited to the right of recall only as specified in Article 19.12.

19.10 Employees on layoff are responsible for informing the Employer, in writing, delivered to the Personnel Administrator:

(i) if they will be away or otherwise unavailable to be contacted in the event of a recall;

(ii) if they have a change in address or telephone number to be used to contact them for recall.

19.11 If an Employee is unavailable when a recall is conducted, the Employer shall recall the next most senior Employee in the affected classification or sub-classification, or as per clause 19.02 (b). The Employee who was unavailable shall be placed at the top of the recall list upon their availability.

19.12 When increasing the work force, the Employer shall recall the most senior Employee in the affected classification or sub-classification, or as per clause 19.02 (b) provided the Employee being recalled is available, qualified and able to perform the work available.

19.13 The method of recall shall be by telephone and if such is not possible, by registered letter sent to the Employees' last known place of residence. Employees so notified must be available to report to work within twenty-four (24) hours after notice of recall has been received.

19.14 If, after seven (7) calendar days from the date of mailing of the registered letter, the Employee has not responded, the Employer shall consider the Employee to be absent without leave and to have forfeited his/her recall rights and the Employer shall go to the next Employee eligible for recall.

19.15 An Employee who has not reported within twenty-four (24) hours immediately following the stated recall date and time, shall be considered absent without leave and shall forfeit their recall rights and the Employer shall go to the next Employee eligible for recall.

19.16 The Employer retains the right to fill a position temporarily while awaiting a response from a recalled Employee.

ARTICLE 20 - WORK PERFORMED BY MANAGEMENT

20.01 The Employer recognizes that it is improper for management or excluded Employees to do work which is presently performed by Employees covered by this Agreement.

20.02 The Union recognizes that for practical and efficient operation of the casino, there are occasions when a management Employee must help. Such occasions shall be temporary in nature and shall not result in the displacement or exclusion of Employees covered by this Agreement.

20.03 The Union further recognizes that management coverage for the purpose of providing a rest period for an Employee covered by this Agreement is acceptable and is not in conflict with the intent of 20.01 above.

20.04 The Union agrees to recognize the following exceptions to 20.01 above:

(a) Security Manager

(b) Surveillance Manager

(c) Food and Beverage Manager

(d) Food and Beverage Assistant Manager

(e) Food and Beverage Supervisor

(f) Chef

(g) Sous Chef

(h) Kitchen Supervisor

20.05 The Employer will increase security guard hours by 20 hours per week to allow security manager to fulfill his manager duties.

In the event these hours cannot be covered due to cancelations or scheduling problems the security manager will be dedicated to security duties on the floor.

ARTICLE 21 - TRANSPORTATION

21.01 No Employee shall be required to use his/her car on Employer business.

ARTICLE 22 - TRANSFERRED EMPLOYEES

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

ARTICLE 23 - EMPLOYEE APPRAISALS

23.01 An appraisal is an assessment of an Employee's work performance completed by a management representative of the Employer.

23.02 All formal appraisals shall be completed on a form prescribed by the Employer in an electronic format.

23.03 The Employee shall have access to review a copy of each electronic appraisal completed and upon request shall receive a hard copy of the appraisal.

23.04 The Employee is required to acknowledge receipt by electronically acknowledging the performance appraisal.

23.05 An Employee who refuses to acknowledge receipt of the appraisal will be deemed to have received their copy on the date it was presented to them.

23.06 Appraisal interviews shall be conducted in private.

ARTICLE 24 - CONFLICTING AGREEMENT

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

ARTICLE 25 - PAYMENT OF WAGES

25.01 Wages shall be paid by direct deposit not less frequently than every other Friday and shall be for time worked in the two (2) calendar weeks ending the Saturday prior to the Friday pay day. When a general holiday lands on a Friday pay day, the payment of wages shall be on the day before the general holiday.

25.02 It shall be the responsibility of all new Employees to provide the Employer with all necessary banking information prior to the Saturday cut-off for the following pay day.

25.03 In the event an Employee does not comply with 25.02 above, all time worked in the pay period shall be carried forward to the next pay period. Any such carried forward time shall not impact on the calculation of overtime in the next pay period.

25.04 A detailed statement of earnings shall normally be available for pick-up on the day before pay day. The statement shall show; regular hours worked and rate of pay, overtime hours and overtime rate of pay, the date of the pay period and an itemized list of deductions. It is understood that general holiday pay shall be included in the period total regular and/or overtime hours where applicable.

25.05 Payment of wages upon termination of employment shall be in accordance with the Alberta Employment Standards Code.

25.06 The Employer shall record on each Employee's annual T-4 slip the total amount of Union dues deducted and submitted to the Union on the Employee's behalf.

25.07 If an Employee is underpaid due to an Employer error and the amount of seventy-five dollars ($75.00), the Employer shall be sensitive to claims of hardship and shall correct the error as soon as possible, but not later than seventy-two (72) hours, exclusive of Saturdays, Sundays or general holidays, of the Employee's claim.

25.08 Any shift premium earned by an Employee shall be included in the Employee's regular earnings, on their pay stub.

ARTICLE 26 - OVERTIME PAY

26.01 Consistent with Article 12.11 the Employer may require Employees to work overtime.

26.02 Overtime shall be paid at the rate of one and one-half (1½) times the Employee's straight time pay rate and shall conform to the following:

(a) Regular shifts

(i) Employee's shall be paid at overtime rates after eight (8) hours of work, exclusive of any unpaid meal breaks, in a single shift.

(ii) Employee's shall be paid at overtime rates after forty-four (44) hours in six (6) days of work, exclusive of any unpaid meal breaks, in a seven (7) day period commencing on Sunday.

(b) Compressed shifts

(i) Employee's shall be paid at overtime rates for time worked, exclusive of any unpaid meal breaks, beyond their scheduled shift length.

(ii) Employee's shall be paid at overtime rates after eighty-eight (88) hours of work, exclusive of any unpaid meal breaks, in a fourteen (14) day period commencing on Sunday.

ARTICLE 27 - GENERAL HOLIDAYS

27.01 The following days shall be recognized as general holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day effective December 2014

any other additional day which may be proclaimed to be a general holiday by the Lieutenant Governor.

27.02 **Eligibility**

General Holiday eligibility will be in accordance with current Alberta Employment Standards.

27.03 **Holiday Pay**

General Holiday Pay will be in accordance with current Alberta Employment Standards.

27.04 **General Holiday During Employee Vacation**

General Holiday the falls during an Employee's vacation shall be in accordance with current Alberta Employment Standards.

ARTICLE 28 - ANNUAL VACATION

28.01 An Employee's vacation entitlement is as follows:

Years of Service	Vacation Entitlement	% Calculation
0-4	10 Days	4%
5-14	15 Days	6%
15 plus	20 Days	8%

28.02 "Wages" for the purpose of this Article shall mean regular straight time earnings and regular time general holiday pay only and shall not include overtime pay, overtime general holiday pay, termination pay or gratuities.

28.03 Annual vacations shall be scheduled according to the following:

(a) All Employees, with the exception of dealers, must submit their requests for vacation leave, in writing, prior to March 1st of each year, for vacations to be taken during that year. Requests submitted after March 1st will be allocated on a first come, first served basis and shall be conditional on the operational requirements of the Employer.

(b) Dealers must submit their requests for vacation leave a minimum of twenty-eight (28) calendar days prior to the commencement of the schedule period in which they wish to take their vacation.

(c) The allocation and granting of vacation requests received prior to March 1st, will be based on classification seniority and shall be conditional on the operational requirements of the Employer.

(d) Vacation requests for December 26th, December 31st and January 1st will only be allocated to an Employee every other year and will be based on classification seniority and operational requirements.

(e) Upon written request, Employees shall be allowed to carry over a maximum of two (2) weeks' vacation entitlement to the following year. This vacation must be used in the year to which it was carried.

28.04 Vacation pay, if applicable, shall be paid in the applicable pay period.

28.05 If an Employee does not book their annual accrued vacation before October 1st of each calendar year, the Employer and Employee shall agree to schedule the outstanding vacation at a mutually agreed upon time. Failing mutual agreement, the Employer shall schedule the Employee's vacation with a minimum of two (2) weeks' notice to the Employee.

ARTICLE 29 - LEAVES OF ABSENCE

29.01 Bereavement Leave

(a) A regular full-time Employee will be granted three (3) days off, one (1) day with pay and two (2) days without pay, in the event of the death of an immediate family member within two (2) weeks of the death occurring. These days shall not be considered cancellations for the purpose of attendance.

(b) An Employee's immediate family shall be defined as an Employee's spouse, mother, father, mother-in-law, father-in-law, sons and daughters, siblings, stepchildren and grandparents.

(c) An Employee's common-law spouse shall be included in b) above provided they have cohabited at the same address for a minimum of one (1) year or have indicated their relationship on their most recent income tax return.

(d) The Employee shall provide proof of death and/or relationship upon request by the Employer.

29.02 Funeral Leave

(a) Upon giving the Employer forty-eight (48) hours' notice, an Employee may be granted time off without pay for the purpose of attending a funeral in accordance with the following;

(i) One (1) day when the funeral is in town,
(ii) Up to three (3) days when the funeral is out of town but within the province,
(iii) Up to five (5) days if the funeral is out of province.
(iv) Up to fourteen (14) days if funeral is out of country.

Additional time off may be granted under Article 29.05.

(b) Provided the notice in a) above is received, these days shall not be considered a cancellation for the purpose of attendance.

(c) The Employer is entitled to limit the number of requests that will be granted for any one (1) funeral.

29.03 **Employer or Crown Witness**

(a) An Employee that is required to give evidence on behalf of the Employer at an Arbitration or civil litigation hearing shall be paid at their regular rate of pay for time spent at such proceedings.

(b) An Employee that is required to give evidence on behalf of the Crown in a case in which the Employer has an interest shall be paid at their regular rate of pay for time spent at such proceedings.

(c) Employees with multiple rates of pay shall be paid at the straight time rate of pay which is applicable to the position from which their testimony is based or shall be paid at their current regular straight time rate when multiple rates do not apply.

(d) An Employee who is required to attend proceedings as provided for in (a) and (b) above on their scheduled days off shall be paid a minimum of three (3) hours, for such attendance.

(e) Leave of absence without pay and with accrual of seniority shall be granted to Employees summoned for jury duty.

29.04 **Maternity, Parental and Adoption Leave**

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

29.05 **Personal Leave**

(a) Leaves of absence other than those specifically provided for in this Agreement may be granted where it is deemed reasonable to do so by the Employer.

(b) Such unpaid leaves of absence will be considered only for those Employees who completed a minimum of one (1) year of service with the Employer.

(c) Approved leaves shall be limited to a cumulative maximum of sixty (60) calendar days during every two (2) years of employment.

(d) The granting of such leaves shall be in writing and only written approval will be accepted as evidence that the leave was in fact granted.

29.06 **General Criteria**

(a) All leaves of absence shall be without pay unless otherwise specifically provided for in this Agreement.

(b) During all unpaid leaves of absence in excess of thirty (30) calendar days, the Employee shall be responsible for one hundred percent (100%) of the premium, if permitted under the policy issued by the insurer, of any applicable benefit coverage.

29.07 **Illness in the Family**

In the event of an illness of an Employee's immediate family member, in addition to leaves requires by current legislation, where the Employee is the only person available to fulfill the needs of the ill person, the Employee may request a leave of absence pursuant to Article 29.05. No reasonable request will be refused when such request is supported by proof of illness. In this clause immediate family is defined as a parent, spouse, common-law spouse or common-law child, child or step-child.

29.08 Employees shall be entitled to Employment Standards Code of Alberta's approved Leaves of Absence in accordance with Employment Standards Code.

ARTICLE 30 - SEVERANCE PAY

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

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

ARTICLE 31 - NEW CLASSIFICATIONS

31.01 In the event the Employer creates a new job classification within the scope of the Union's certification, the Employer shall notify the Union within thirty (30) calendar days of the date of implementation of the new classification and proposed pay rate.

31.02 The Employer and the Union agree to meet and discuss the proposed pay rate and if the Parties are unable to agree on a wage rate for the new classification, the Employer shall establish an interim wage rate for the classification.

31.03 The Union shall have the option to grieve the interim wage rate established by the Employer and have the matter determined by Arbitration.

31.04 Pending the decision of the Arbitrator, the interim wage rate established by the Employer shall apply. If the Arbitrator alters the interim wage rate established by the Employer, any increase shall be applied retroactively to the implementation of the new classification.

ARTICLE 32 - WORK IN OTHER CLASSIFICATION

32.01 When an Employee from a higher rated classification is assigned to work temporarily at a lower rated classification, the Employee shall be paid at the higher rated classification.

32.02 When an Employee from a lower rated classification is assigned to work in a higher rated classification, the Employee shall be paid for the period worked at the higher rate.

32.03 When an Employee chooses to work in a lower rated classification, the Employee shall be paid at the rate of the lower classification.

ARTICLE 33 - PAY FOR DAY OF INJURY

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

ARTICLE 34 - REST PERIODS

34.01 **Dealers**

All Dealers shall be entitled to a fifteen (15) minute break after each sixty (60) minutes of work.

34.02 **Floor Supervisors, Boxmen and Houseman**

Employees shall be entitled to a fifteen (15) minute break after each seventy-five (75) minutes of work which shall be scheduled to meet operational demands, at the discretion of the Employer.

34.03 **All Other Employees**

Rest periods of all Employees with the exception of 34.01 and 34.02, shall be in accordance with the following:

(a) for shifts of less than five (5) hours, one (1) fifteen (15) minute rest period;

(b) for shifts of five (5) hours or more but less than eight (8) hours, two (2) fifteen (15) minute rest periods;

(c) for shifts of eight (8) hours but less than 10 hours, three (3) fifteen (15) minute rest periods.

(d) for shifts of 10 hours or more, two (2) thirty (30) minute rest periods. These rest periods may be scheduled as four (4) fifteen (15) rest periods.

34.04 In the event an Employee is instructed to commence work immediately upon reporting for work as required in 34.03 d) above they shall be paid for the time worked.

34.05 (a) Dealers shall be required to work a minimum of sixty (60) minutes to be entitled to a fifteen minute break.

(b) Floor Supervisors, Housemen and Boxmen shall be required to work a minimum of seventy-five (75) minutes to be entitled to a fifteen minute break.

34.06 Members of the Bargaining Unit will suffer no loss of hours or positions due to the implementation of the foregoing rotation/break times.

ARTICLE 35 - TRAINING COURSES

35.01 General Employee Training

(a) The Employer shall train Employees as necessary under the direction of a qualified instructor to provide Employees with the knowledge to perform their duties satisfactorily.

(b) All training requirements shall be at the discretion of the Employer.

35.02 Table Game Training Courses

(a) The Employer shall train Employees under the direction of a qualified instructor.

(b) The Employer shall post notices for table game training courses for a minimum of seven (7) calendar days.

(c) All applicants for posted courses shall be required to sign up on a form provided by the Employer.

(d) The Employer reserves the right to screen applicants by establishing entrance exams and/or pre-requisite requirements and also to establish minimum passing criteria.

(e) Provided that training course applicants meet the entrance criteria and are qualitatively equal with respect to skill, ability and experience, the final selection by the Employer will recognize seniority pursuant to 10.05, 10.06, 10.07, 10.08 of this Agreement as the final determining factor.

(f) The Employer shall pay the cost of a qualified instructor for course offerings to existing Employees.

(g) Courses for table games shall be voluntary and unpaid.

(h) The Employer shall retain the right to dismiss an Employee from a training course.

(i) Notwithstanding Article 35.02 (e) above, the Employer shall have the right to decline an Employee the opportunity to take a table game training course where the Employee has been unsuccessful on three (3) attempts on that table game.

(j) The Employer may recommend that an Employee learn additional games. However, pursuant to 35.02 g) above, there shall be no requirement on the part of the Employee to enroll in any additional table game training courses.

(k) The Employer will attempt to provide biennial or if required sooner, courses in Craps, Poker, Roulette and Pai Gow. If less than ten people sign up for a course the Employer will not be required to offer it.

ARTICLE 36 - UNIFORMS

36.01 General

(a) Employees are required to report for work properly attired in their respective uniforms.

(b) Employees are responsible for the maintenance and cleaning of their uniform.

(c) Except where specifically provided for in the Employer's policies, Employees are required to purchase any uniform item that is required by the Employer.

(d) The cost to the Employee, of any required uniform item, shall not be higher than the cost incurred by the Employer.

(e) Employee uniform purchases shall be processed via payroll deduction.

(f) The Employer retains the right to determine when the condition of any uniform item has fallen below company standards.

(g) The Employer shall offer all Employees the option to purchase additional uniforms at cost.

(h) The Employer shall provide one (1) free uniform shirt per year per Employee on the anniversary of the Collective Agreement, August 25, for the following positions: Dealers, Slot Attendants, Slot Cashiers, Porters, Bartenders, Servers, Cocktail Servers and Customer Service. Free replacement of uniform shirt available with Management approval. This applies to Employees who have worked a minimum of twelve (12) months. As an alternative to providing the uniform, the Employer may provide a uniform allowance of fifty dollars ($50) for the Employee to purchase an item in accordance with uniform standards.

ARTICLE 37 - PARKING

37.01 The Employer shall establish designated parking areas on site to be utilized by Employees on a first come, first served basis.

37.02 The Employer shall designate a minimum of fifty (50) stalls which may be used by Employees.

37.03 Between the hours of 12:00 A.M. (midnight) and 9:00 A.M. Employees may park their vehicles in any non-handicapped stall that is available.

37.04 After 12:00 A.M. (midnight) Employees may move their vehicles to closer proximity to the casino.

37.05 Any Employee reporting for work prior to 9:00 A.M. and whose shift ends after 10:00 A.M. shall be required to relocate their vehicle to a designated staff area prior to 10:00 A.M. if they are not parked in the designated staff area.

37.06 In the event that there are no stalls available in the designated staff areas, Employees shall be required to park off site.

37.07 The Employer shall take reasonable measures, including periodic videotaped surveillance, to protect staff vehicles parked in designated areas but shall not be held liable in any way, for loss or damage to Employee vehicles.

37.08 Employees that park their vehicles in contravention to this Agreement shall be subject to disciplinary action including, but not limited to, the revocation of on-site parking privileges.

ARTICLE 38 - MEALS AND DISCOUNTS

38.01 All Employees shall receive a twenty-five percent (25%) discount on food orders for their personal consumption, in the Casino restaurant.

38.02 Any other discount, on any item, shall be at the sole discretion of the Employer.

38.03 Any restaurant item that may be provided to any Employee, at minimal or no cost, shall be exempt from this Article.

ARTICLE 39 - CASH SHORTAGES

39.01 The Employer shall ensure that all Employees who are issued a cash float, for which they are responsible, have sole and exclusive access to said float.

39.02 Employee adhering to the procedures established by the Employer, will not be required to make up cash shortages in accordance with current Employment Standards Legislation.

39.03 Employees whose cash floats are consistently out of balance shall be subject to disciplinary action pursuant to Article 6.

ARTICLE 40 - PRINTING OF AGREEMENT

40.01 The cost of printing this Agreement with sufficient copies in booklet form for distribution to the Union and its members and to all management personnel, shall be shared equally by the Employer and the Union.

40.02 The contract to print this Agreement shall be awarded to the lowest bidder. However, should the Union agree to pay the difference between the lowest bidder and any Union shop that the Union may prefer, the Employer shall agree to the Union's choice for the printing of this Agreement.

ARTICLE 41 - WORKING CONDITIONS

41.01 The Employer agrees that the provisions of this Agreement shall, to the extent and in the manner specifically provided for herein, establish wages, benefits and/or working conditions of Employees.

41.02 Notwithstanding Article 42.01 above, the Employer agrees that no Employee shall suffer a wage reduction as a result of the ratification of this Agreement.

41.03 The Union agrees that any benefit or working condition that is not specifically provided for in this Agreement shall be null and void and of no effect upon the date of signing of this Agreement.

ARTICLE 42 - HEALTH BENEFITS

42.01 Alberta Health Care Group Policy

If health premiums are re-instated the following will apply:

(a) The Employer shall pay fifty percent (50%) of the premium for Alberta Health Care coverage.

(b) An Employee must have been employed for three (3) months.

(c) An Employee must work a minimum of twenty-five (25) hours per week on average, excluding vacations and leaves of absence.

(d) An Employee shall have a three (3) month qualifying period after any break in employment.

(e) An Employee shall be required to prove alternative Alberta Health Care coverage to opt out of coverage.

42.02 **Group Insurance Plan**

(a) To be eligible, the Employee must be employed with the Employer for a minimum of six (6) months and worked a minimum of twenty (20) hours per week.

(b) The Employer shall pay sixty percent (60%) of the premium in effect on the date this Agreement is signed, for dental and extended health care benefits. This shall apply for single or family coverage.

(c) The Employee is responsible to pay any applicable deductibles of any coverage.

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

ARTICLE 43 - WAGE RATES

43.01 **Table Games Wage Rates**

(a) As per the attached grid.

43.02 **Dealer Game Increments**

(a) Employees will be eligible to receive the applicable game rate increase upon the successful completion of the following probationary periods:

(i) BACCARAT/EZ BACCARAT - one hundred (100) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(ii) ROULETTE - one hundred (100) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(iii) PAI GOW TILES - one hundred (100) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(iv) POKER - one hundred (100) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(v) CRAPS - two hundred (200) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(vi) ULTIMATE TEXAS HOLD 'EM OR ANY OTHER PATENTED GAMES - one hundred (100) hours of practical live game experience or six (6) months from the date of successfully completing training for the game.

(b) During the game probationary period, the Employee may elect to return, or the Employer may require the Employee to return to their former position.

(c) Dealers of new games must receive a favorable written appraisal of their competence to deal the new game at the conclusion of the applicable probationary period to receive the pay rate, if applicable, for that game.

(d) The written appraisal referred to in 43.02 (c) above shall be completed by a management representative of the Employer.

(e) The Employer may require that the written appraisal be supported by a taped video review of the Employee on a live game.

(f) In the event that an Employee requests to not deal a game for which they have received the applicable game increment, the Employee's wage shall be reduced by said increment.

43.03 **Slots Wage Rates**

(a) As per the attached grid.

43.04 **Food & Beverage Wage Rates**

(a) As per the attached grid.

43.05 **Security Wage Rates**

(a) As per the attached grid.

43.06 **Maintenance and Custodial Wage Rates**

(a) As per the attached grid.

43.07 **Recognition of Experience**

The Employer and the Union agree that the value of previous relevant experience may be recognized by the Employer by hiring individuals up range within the pay grids. The parties agree that the Employer shall have the exclusive right to determine when a potential Employee's qualifications satisfy the criteria to be hired up range.

ARTICLE 44 - PAID PERSONAL DAYS

44.01 Effective Years 3, 4 and 5, three (3) paid personal days per year for Employees who have been employed for a minimum of one (1) year. Personal days do not accrue and there will be no compensation (payout) for unused personal time. Personal Days are not to be used in conjunction with vacation, leave of absence, general holidays and during the period from December 26th through January 2nd inclusive.

ARTICLE 45 - REGISTER RETIREMENT SAVINGS PLAN (RRSP)

45.01 Effective date of ratification, the Employer shall contribute ten cents (0.10¢) an hour per regular hours worked on behalf of all non-probationary, Full-time Employees, to a Register Retirement Savings Plan (RRSP). This amount shall be increased by an additional five cents (0.5¢) in each year of the contract, effective January 1st. The amount shall be matched by the Employee. The plan shall be administered and governed pursuant to the master contract with the Provider and the Parties shall be bound by its terms.

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #1
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
CASINO CALGARY

RE: RECOGNITION OF ADDITIONAL MANAGEMENT POSITIONS

1. The Employer and the Union recognize the advancement opportunities available for Employees through promotion to part-time positions.

2. In the event that an Employee accepts a part-time promotion is into a management position, the Employer and the Union agree that the Employee will remain in the bargaining unit until their management role equals or exceeds forty percent (40%) of their average weekly schedule. This will be reviewed on a quarterly basis excluding vacation time taken and approved leaves of absence. Once that threshold has been reached the Employee will be considered to be in management and will not be included in the bargaining unit. When that Employee is removed from the bargaining unit, they maintain their bargaining unit seniority for all hours worked in the bargaining unit position. If that Employee is scheduled for 100% of their hours in the management position and subsequently returns to the bargaining unit their seniority, then begins at zero hours.

3. Employees that work in a management role on a "casual or infrequent" basis will be considered to be in the bargaining unit.

4. The promoted positions affected by this recognition are:

   (a) Floor Supervisor to part-time Pit Manager (maximum of five (5) positions);

   (b) Slot Supervisor to part-time Shift Manager (maximum of four (4) positions);

   (c) Part time Assistant Food & Beverage Manager (maximum of three (3) positions).

5. Employees who hold these positions outlined in Point #4 will pay Union dues on all wages earned while they remain a member of the bargaining unit.

6. Employees will accrue seniority for all hours worked while in the bargaining unit which will be credited to their department and classification seniority in the non-management position.

7. Any Employee who is presently working in a part-time management position falls under this letter of understanding.

8. Employees falling under this LOU will be scheduled bargaining unit work on the basis of their classification seniority.

9. When there is a reduction of bargaining unit hours this reduction will be based article 20 and LOU #2.

10. For clarification purposes the following is outlined:

    (a) In the case of shift scheduling, any Employee falling under this LOU (Part-time Manager) shall be scheduled shifts of bargaining unit work by where they rank in classification seniority.

    (b) In the case of a reduction of hours, any Employee falling under this LOU (Part-time Manager) will have their scheduled shifts of bargaining unit work reduced by where they rank in departmental seniority.

11. The Employer will provide a list of names to the Union of all Employees who fall under this LOU and update such list quarterly.

12. Employees who are not presently considered bargaining unit Employees but who fall under this Letter of Understanding will have their starting bargaining unit hours based on the entire amount of hours they earned doing bargaining unit work for the Employer.

[redacted]

DATE: Oct 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #2
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
CASINO CALGARY

RE: REDUCTION IN WORK HOURS

In the event the Employer has to reduce the total number of work hours available within a classification, an agreed to set of procedures will be followed prior to any layoff of part-time or full-time Employees occurring.

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

1. Dealers

   (a) Shifts allocated to casual dealers will be eliminated first and in accordance with Article 20 Layoff and Recall.

   (b) Shifts allocated to part-time dealers will be reduced from Employee's schedules that have more than eight (8) shifts in a typical twenty-eight (28) day period. A typical twenty-eight (28) day period is defined to be the average numbers of shifts in the three (3) previous twenty-eight (28) day periods.

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

   NOTE: The next Employee with the highest number of shifts does not have any reduction in shifts until all the Employees with fewer shifts per schedule have been reduced in order to eight (8) shifts in a typical 28 day schedule period.

   (d) Any further reduction in dealer hours shall be achieved through the application of Article 20, Layoff and Recall.

2. Floor Supervisors

   (a) Shifts allocated to part-time Floor Supervisors will be eliminated first.

(b) Part-time Floor Supervisors will have (1) one shift eliminated, starting with the Employees that have the least number of shifts in a typical twenty-eight (28) day period. If more Floor Supervisors shifts need to be eliminated, then they will continue to be reduced from the part-time Floor Supervisors that have the least number of shifts in a twenty-eight (28) day period. This process will continue, as necessary, until all the part- time Floor Supervisor shifts have been eliminated.

(c) The same process as outlined in 2. (b) will continue, as necessary, with part-time Floor Supervisor schedules by eliminating Floor Supervisors shifts from the next Employee that has the least number of shifts in a twenty-eight (28) day period.

NOTE: The Employee with the highest number of shifts for part-time Floor Supervisors does not have any reduction in shifts until all the Employees with fewer shifts have had all the part-time Floor Supervisor shifts eliminated.

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

Upon review of these positions and the hours worked over a three (3) month period: if the hours worked in the management position exceed fifty (50%) percent the need to post a Full-time position may be determined.

3. All Other Bargaining Unit Employees

(a) Shifts allocated to casual Employees will be eliminated first according to the affected classification.

(b) Part-time Employees in an affected classification will have their shifts reduced in reverse order of department seniority provided the remaining Employee has the qualifications and previous experience with the Employer in performing the remaining work. This will continue until the necessary reduction has been achieved or all part-time shifts remaining are at eight (8) in a twenty-eight (28) day period.

(c) Any further reduction in hours shall be achieved through the application of Article 20, Layoff and Recall.

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #3
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
CASINO CALGARY

RE: LABOUR MANAGEMENT COMMITTEE

The parties agree that a functional Labour Management Committee is conducive to the meaningful transfer of information on matters of mutual concern. To this end the Parties agree to communicate on a monthly basis to determine the necessity of convening the Labour Management Committee to discuss matters of mutual concern.

Composition of the Committee

The Employer and the Union shall each appoint a designated representative(s) to the Committee. Where there are specific issues that need to be addressed by personnel not on the Committee, those individuals will be invited to attend the meeting for that portion o f the discussion. The Unions committee will consist of a representative of each functional department. No more than two executive members will attend the meetings with one of those seats held for the National Staff Representative if necessary.

Chair

The chair of the Labour Management Committee shall alternate between an Employer representative and representative of the Union.

Agenda / Record of Meetings

A call for new agenda items will be sent out by the Chair two (2) weeks in advance of the meeting. The finalized agenda will be sent to the Committee within one (1) week of the next meeting. The chair shall be responsible for ensuring the agenda is of a manageable size to prevent the tabling of items to future meetings. The chair shall attempt to contain meetings to a three (3) hour time frame or less. The Union and the Employer will alternate the recording of the minutes. The Employer will distribute to Committee Members the minutes two (2) weeks after the meeting. Minutes will be reviewed for accuracy and adopted at the start of each meeting.

[redacted]

DATE: Oct 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #4
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
CASINO CALGARY

RE: WORK SITE VISITS

The Employer agrees to allow the assigned National Representative to visit the work site two (2) times per year, on a semi-annual basis.

The Union agrees to the following:

(a) The Union shall provide the Employer a minimum of two (2) weeks' notice of its desire to hold a work site visit.

(b) The intent of the work site visit shall be to meet with the bargaining unit Employees to address concerns and or questions with respect to the interpretation of the Collective Agreement.

(c) The Employer may have a representative attend any work site visit for observation purposes only.

(d) The work site visit shall be confined to the area designated by the Employer.

The Union further agrees that the Union shall not use the work site visit as an opportunity to conduct Union business that should not be held on the Employers premises. Union business includes, but is not limited to:

(i) Issuance or signing of Union membership cards,
(ii) Distribution of Union literature,
(iii) Elections.

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #6
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
CASINO CALGARY

RE: TIP POLICY

The Union Executive shall establish a tip committee for the purpose of creating terms and guidelines with the mandate of developing secure, accurate and timely collection and distribution of tips.

The Employer and the Union recognize that the tip policy in place during the currency of this Collective Agreement shall be in the form attached as Addendum "A" (the "Tip Policy).

The parties further understand and agree that this LOU, including the attached Tip Policy, expires August 24, 2023 and will be subject to future negotiations.

The parties agree that changes may be made to the Tip Policy in order to be in compliance with the AGLC regulations or by mutual agreement of the parties.

VIP Server

(i) 6% of High Limit sales is tipped out to the Player Development team.
(ii) 2.25% of sales is tipped to the Bartenders (this is split between the Porters on shift).
(iii) 2% of sales is the minimum tip to the Casino Porters (this is split between the Porters on shift).
(iv) $2.00 to Dishwashers.
(v) All High Limit sales must be rung in at the High Limit POS.
(vi) The Casino Complimentary Policy must be adhered to at all times.

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #10
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
PURE Canadian Gaming

RE: SHIFT BID PROCESS

The Employer and the Union recognize the benefits of a Shift Bid Process that provides certainty for members and scheduling and efficiency for the Employer.

The Employer and the Union agree to work together during Labour Management Meetings (LMM) to establish the process whereby Employees select their schedule on a quarterly basis using the Shift Bid Process with members choosing schedules based on seniority and skill level. (to address cross training in each department).

A revised LOU will be developed to document the agreed upon process Shift Bids.

The parties agree that a Pilot Project, excluding dealers will begin on an agreed upon date no earlier than the year 2 of the Collective Agreement and will be fully implemented within one (1) year of the date of commencement of the Pilot.

Following completion of the one-year Pilot, the Employer and Union will conduct a review to determine the success of the project. i

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

LETTER OF UNDERSTANDING #11
Between
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4655
And
PURE Canadian Gaming

RE: HOURS OF WORK AVERAGING AGREEMENT (HWAA)

The Employer may determine that business needs indicate a requirement for HWAA scheduling. Hours of work averaging agreements (HWAA) shall be negotiated between the Employer and the Union (on behalf of the Employees). Any negotiated HWAA must be accepted by the Employee.

HWAAs are voluntary on the part of the member or members and may be entered into at the request of the Employer or Union. HWAAs must be in writing and include the following:

• Start Date of Agreement	
• End Date of Agreement	No greater than two years
• Number of weeks the hours average over	No greater than six months
• Hours per day	No more than 12 hours
• General Holiday Pay	As per Employment Standards
• Vacation	Prorated to length of day
• Personal Days	Prorated to length of day
• Overtime Pay	1.5 x Employees hourly rate of pay
• Cancellation of HWAA Agreement	30 Days' notice by either party

HWAA – Additional Information

Before the commencement of the agreement, or amendments to agreements already in place, the following must occur:

- In the case of an individual HWAA, the Union and the Employee must accept the HWAA.
- In the case of a Group HWAA, a vote accepting the Group HWAA shall be conducted by the Union and the majority of members accept the HWAA.
- In the case of a FAA after the Union confirms with the individual member that they accept the FAA.
- For Group HWAA a copy of the Group HWAA will be posted where it can be seen by the affected group.
- Provide a copy to each Employee who is party to the agreement.
- Provide a copy to the Union

Hours of work

The averaging agreement must specify only one work schedule that applies to the Employee of Employees bound by it.

An Employee's work schedule must be provided in advance as per the Collective Agreement.

Changes in Work Schedule

As per Article 12.06 Changes to Schedules.

Making up missed shifts

*If an Employee makes up a shift on an unscheduled work day as a result of being absent on a scheduled work day within the same averaging period, the Employee is paid regular wages and any applicable overtime in accordance with the Collective Agreement.

Overtime

Article 12.11 of the Collective Agreement applies.

Overtime is calculated on a daily and averaging period basis. Overtime is calculated on the greater of hours worked in excess of:

8 hours a day (if scheduled for less than 8 hours) or daily scheduled hours (if 8 or more hours were scheduled)

44 hours a week (in a 1-week averaging period) or an average of 44 hours a week (in a multi-week averaging period).

When Overtime is Payable

Overtime is payable as daily overtime or averaging period overtime and shall be paid on the next pay period.

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

ADDENDUM "A" - TIP POLICY

Tip Distribution

The parties agree to the following formulas for the distribution of tips that are collected in the various departments. Hours during which the Tip Policy will be applied shall be defined by each Department.

1. **Food and Beverage**

   Food and Beverage Employees keep their own tips and are required to distribute a portion of their tips according to the procedure outlined for each position listed below.

   (a) **Servers**

   (i) 2% of food sales is tipped out to the kitchen tip pool
   (ii) $2.00 is tipped to the Dishwashers

   (b) **Cocktail Servers**

   (i) 2.25% of sales is tipped to the Bartenders (this is split proportionately between the 2 bars).
   (ii) 2% of sales is the minimum tip to the Casino Porters (this is split between the Porters on shift)
   (iii) $2.00 to Dishwashers

   (c) **Bartenders**

   (i) 2.25% minimum tip on total sales to Casino Porters (split between the Porters on shift)
   (ii) $2.00 to Dishwashers (day shift), $3.00 to Dishwashers (night shift)
   (iii) $3.00 minimum tip to the kitchen (on food sales under $200.00)
   (iv) 2% to the Kitchen (on food sales over $200.00)

   (d) **Coffee Cart Server**

   (i) $7.00 minimum tip to each Casino Porter
   (ii) On sales over $300. 5% of sales to be split between the Porters
   (iii) $8.00 minimum tip to Casino Porter when only one Porter on shift
   (iv) $2.00 to Dishwashers

   (e) **Poker Servers**

   (i) 1.5% of alcohol sales is tipped to the Bartender
   (ii) $2.00 to Dishwashers
   (iii) 1% to Porters on sales over $100.00 (split between Porters)
   (iv) 2% food sales is tipped to the kitchen

(f) VIP Server

(i) 6% of total sales is tipped out to the Player Development Team
(ii) 2.25% of sales is tipped to the Bartenders (this is split between the Porters on shift)
(iii) 2% of sales is the minimum tip to the Casino Porters (this is split between the Porters on shift)
(iv) $2.00 to the Dishwashers

(g) Line Cooks, Prep Cooks, Dishwashers and Sous Chefs

(i) All tips to the kitchen or Dishwashers are combined in a common tip pool and distributed every 2 weeks. Tips are distributed based on hours of work during the 2 week period.

(ii) Line Cooks, Sous Chefs, Dishwashers and Prep Cooks receive 100% of the hourly tip.

2. **Table Games -** Regular Casino Hours (defined hours during which table games are open)

Dealers

Tips from Table Games and Pokers Table are distributed after each 2-day casino event based on number of hours worked by each Dealer during the event.

3. **Late Night Poker Hours** (defined hours during which table games are open)

(a) Dealers and Housemen

(i) Tips from Poker tables are distributed among the graveyard poker Dealers and Houseman. The Housemen shall receive (25%) of hourly tip rate.

(ii) Distribution is based on hours of work during late night hours.

(iii) Tips are calculated and distributed on a daily basis.

3. Slots

Tips are calculated and distributed on a daily basis and split as follows:

(a) Slot Attendants and Cashiers receive 100% of the hourly tip rate

(b) Slot Supervisors receive 90% of the hourly tip rate

(c) Count Room Attendants and Bankers receive 60% of the hourly tip rate.

(d) Tips shall be distributed to the following departmental Employees only; Slot Attendant, Count Room Attendant, Cashier, Slot Supervisor and Banker.

(e) Employees in training shall be eligible for 50% of tips during the training period.

5. **Maintenance and Custodial**

Employees are allowed to keep any tips that they receive.

6. **Security**

Employees are permitted to keep any tips that they receive.

[redacted]

DATE: Oct. 24, 2019 DATE: Oct 24, 2019

SCHEDULE "A"

Year 1 - August 25, 2018 to August 24, 2019 ($800.00 Signing Bonus for ALL Classifications)

DEALER	Start	800 Hrs	1600 Hrs	3200 Hrs	4800 Hrs	7000 Hrs
1 Game	16.65	16.95	17.15	17.35	17.55	17.75
2 Games	16.85	17.15	17.35	17.55	17.75	17.95
3 Games	17.05	17.35	17.55	17.75	17.95	18.15
4 Games	17.25	17.55	17.75	17.95	18.20	18.40
5 Games	17.45	17.75	18.00	18.20	18.40	18.60
6 Games	17.65	17.95	18.20	18.40	18.60	18.80

Year 2 - August 25, 2019 to August 24, 2020

DEALER	Start	800 Hrs	1600 Hrs	3200 Hrs	4800 Hrs	7000 Hrs
1 Game	16.90	17.20	17.41	17.61	17.81	18.02
2 Games	17.10	17.41	17.61	17.81	18.02	18.22
3 Games	17.31	17.61	17.81	18.02	18.22	18.42
4 Games	17.51	17.81	18.02	18.22	18.47	18.68
5 Games	17.71	18.02	18.27	18.47	18.68	18.88
6 Games	17.91	18.22	18.47	18.68	18.88	19.08

Year 3 - August 25, 2020 to August 24, 2021

DEALER	Start	800 Hrs	1600 Hrs	3200 Hrs	4800 Hrs	7000 Hrs
1 Game	17.20	17.50	17.71	17.92	18.12	18.34
2 Games	17.40	17.71	17.92	18.12	18.34	18.54
3 Games	17.61	17.92	18.12	18.34	18.54	18.74
4 Games	17.82	18.12	18.34	18.54	18.79	19.01
5 Games	18.02	18.34	18.59	18.79	19.01	19.21
6 Games	18.22	18.54	18.79	19.01	19.21	19.41

Year 4 - August 25, 2021 to August 24, 2022

DEALER	Start	800 Hrs	1600 Hrs	3200 Hrs	4800 Hrs	7000 Hrs
1 Game	17.54	17.85	18.06	18.28	18.48	18.71
2 Games	17.75	18.06	18.28	18.48	18.71	18.91
3 Games	17.96	18.28	18.48	18.71	18.91	19.11
4 Games	18.18	18.48	18.71	18.91	19.17	19.39
5 Games	18.38	18.71	18.96	19.17	19.39	19.59
6 Games	18.58	18.91	19.17	19.39	19.59	19.80

Year 5 - August 25, 2022 to August 24, 2023 ($500.00 Bonus for ALL Classifications)

DEALER	Start	800 Hrs	1600 Hrs	3200 Hrs	4800 Hrs	7000 Hrs
1 Game	17.54	17.85	18.06	18.28	18.48	18.71
2 Games	17.75	18.06	18.28	18.48	18.71	18.91
3 Games	17.96	18.28	18.48	18.71	18.91	19.11
4 Games	18.18	18.48	18.71	18.91	19.17	19.39
5 Games	18.38	18.71	18.96	19.17	19.39	19.59
6 Games	18.58	18.91	19.17	19.39	19.59	19.80

GAMES: Includes Blackjack, Baccarat/EZ Baccarat, Tile Pai Gow, Poker, Craps, Roulette, any one (1) to three (3) Patented Games = one game increment or four (4) or more Patented Poker Games = two (2) game increment.

4 GAMES:	ADD $0.30/hr.	For these group bonuses the following games apply: Blackjack, Baccarat/EZ Baccarat, Tile Pai Gow, Poker, Craps, Roulette, Ultimate Texas Hold 'Em or any other patented poker games.
5 GAMES:	ADD $0.20/hr.	
6 GAMES:	ADD $0.20/hr.	
7 GAMES:	ADD $0.20/hr.	To be paid effective DOR (Date of Ratification). Game group bonus will be paid to a maximum of 7 games.

CRAPS PREMIUM: Dealers that are qualified on Craps shall be paid $0.80/hr. for all hours as a Dealer.

DEALERS THAT ARE ALSO CLASSIFIED AS A FLOOR SUPERVISOR OR HOUSEMAN
Add $1.00/Hr. to Dealer rate.

TRAINING BONUSES: Trainees on Poker, Roulette and Tile Pai Gow, shall receive a Bonus of $300.00 in conjunction with their Game Increment pursuant to Article 43.
Trainees on Craps shall receive a bonus of $450.00 in conjunction with their Game Increment pursuant to Article 43.

1) For dealers, the 100 hour game increment increase of $0.20 per hour is after the applicable practical live game experience.
2) The 200 hour game increment increase of $0.80 per hour for craps is after the applicable practical live game experience.
3) Experienced craps dealers shall receive the craps increment immediately upon proof of 200 hours experience.
4) Experienced dealers are eligible for game increments after 400 hours.
5) Game increments are $0.20 per hour, except Craps which is $0.80/hr.

SCHEDULE "B"

Year 1 - August 25, 2018 to August 24, 2019 ($800.00 Signing Bonus for ALL Classifications)

TABLE GAMES	Start	400 Hrs	800 Hrs	1600 Hrs	2400 Hrs	3200 Hrs	4000 Hrs	4800 Hrs	5600 Hrs	6400 Hrs	7200 Hrs
Floor Supervisor	20.60	20.60	20.90	21.15	21.50	21.75	22.00	22.25	22.50	22.75	23.00
Housemen	20.60	20.60	20.90	21.15	21.50	21.75	22.00	22.25	22.50	22.75	23.00
Boxmen	20.60	20.60	20.90	21.15	21.50	21.75	22.00	22.25	22.50	22.75	23.00
SLOTS	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Slot Attendant*	15.85	16.15	16.35	16.55	16.75	16.95	17.15	17.15	17.15	17.15	17.15
Count Room Attendant	15.00	15.00	15.00	15.00	15.25	15.50	15.70	15.70	15.70	15.70	15.70
Cashier*	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Slot Supervisor	15.00	15.00	15.10	15.55	16.05	16.30	16.55	16.55	16.55	16.55	16.55
Banker	16.85	17.10	17.35	17.85	18.10	18.60	19.10	19.10	19.10	19.10	19.10
FOOD & BEVERAGE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Coffee Cart	16.20	16.40	16.60	16.80	16.80	17.00	17.00	17.20	17.20	17.20	17.20
Cocktail Server	15.90	15.90	16.05	16.25	16.25	16.45	16.45	16.65	16.65	16.65	16.65
Server	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Super Server	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Porter	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Dish Washer	16.60	16.85	17.10	17.60	18.10	18.60	18.85	19.35	19.35	19.35	19.35
Night Shift Commencing After 6:00 p.m. Add $1.00/hr											
Bartender	16.10	16.10	16.30	16.50	16.70	17.00	17.00	17.20	17.20	17.20	17.20
Prep Cook	15.00	15.00	15.00	15.00	15.00	15.00	15.10	15.60	15.60	15.60	15.60
Line Cook	15.00	15.00	15.15	15.65	16.15	16.65	17.15	17.65	17.65	17.65	17.65
SECURITY & MAINTENANCE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Security Guard	16.20	16.45	16.70	17.20	17.70	18.20	18.45	18.70	18.70	18.70	16.00
Security Supervisor	19.00	19.25	19.50	20.00	20.50	21.00	21.25	21.50	21.50	21.50	21.50
Maintenance Worker	16.25	16.50	16.75	17.25	17.75	18.25	18.75	19.25	19.25	19.25	19.25

* Fifth line Full-Time shift guarantee

FLOOR SUPERVISOR SKILL PREMIUMS:
When also in Houseman classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

HOUSEMEN SKILL PREMIUMS:
When also in Floor Supervisor classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

GRAVEYARD HOUSEMAN PREMIUM:
Hours worked when table games are closed add $2.50/hour.
Employees must have worked the minimum number of hours shown.

SUPER SERVER: Must be able to be scheduled for, and work, any four of the following positions:

Server	Cocktailer	Poker Server
Bartender	Coffee Cart	VIP Server

GUARD PREMIUM: Security Guards that are also classified as a Security Supervisor add $0.75/hour to Security Guard rate.
Security Guards and Supervisors whose shift starts at 6:00 PM or later add $1.25/hour shift premium for hours worked between Midnight and 8:00 AM to take effect at date of ratification.

Year 2 - August 25, 2019 to August 24, 2020

TABLE GAMES	Start	400 Hrs	800 Hrs	1600 Hrs	2400 Hrs	3200 Hrs	4000 Hrs	4800 Hrs	5600 Hrs	6400 Hrs	7200 Hrs
Floor Supervisor	22.10	22.10	22.40	22.66	23.02	23.27	23.53	23.78	24.04	24.30	24.55
Housemen	22.10	22.10	22.40	22.66	23.02	23.27	23.53	23.78	24.04	24.30	24.55
Boxmen	22.10	22.10	22.40	22.66	23.02	23.27	23.53	23.78	24.04	24.30	24.55
SLOTS	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Slot Attendant*	16.01	16.31	16.51	16.72	16.92	17.12	17.32	17.32	17.32	17.32	17.32
Count Room Attendant	15.23	15.23	15.23	15.23	15.48	15.73	15.94	15.94	15.94	15.94	15.94
Cashier*	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30
Slot Supervisor	16.24	16.24	16.34	16.80	17.31	17.56	17.81	17.81	17.81	17.81	17.81
Banker	17.10	17.36	17.61	18.12	18.37	18.88	19.39	19.39	19.39	19.39	19.39
FOOD & BEVERAGE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Coffee Cart	16.36	16.56	16.77	16.97	16.97	17.17	17.17	17.37	17.37	17.37	17.37
Cocktail Server	16.06	16.06	16.21	16.41	16.41	16.61	16.61	16.82	16.82	16.82	16.82
Server	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23
Super Server	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23	15.23
Porter	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68
Dish Washer	16.77	17.02	17.27	17.78	18.28	18.79	19.04	19.54	19.54	19.54	19.54
Night Shift Commencing After 6:00 p.m. Add $1.00/hr											
Bartender	16.26	16.26	16.46	16.67	16.87	17.17	17.17	17.37	17.37	17.37	17.37
Prep Cook	15.23	15.23	15.23	15.23	15.23	15.23	15.33	15.83	15.83	15.83	15.83
Line Cook	15.23	15.23	15.38	15.88	16.39	16.90	17.41	17.91	17.91	17.91	17.91
SECURITY & MAINTENANCE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Security Guard	18.47	18.73	18.98	19.49	20.20	20.50	20.76	21.01	21.01	21.01	21.01
Security Supervisor	21.32	21.57	21.82	22.33	22.84	23.35	23.60	23.85	23.85	23.85	23.85
Maintenance Worker	16.49	16.75	17.00	17.51	18.02	18.52	19.03	19.54	19.54	19.54	19.54

* Fifth line Full-Time shift guarantee

FLOOR SUPERVISOR SKILL PREMIUMS:

When also in Houseman classification add $0.75/hour to current rate

When also in Boxmen classification add $0.75/hour to current rate

HOUSEMEN SKILL PREMIUMS:

When also in Floor Supervisor classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

GRAVEYARD HOUSEMAN PREMIUM:

Hours worked when table games are closed add $2.50/hour.
Employees must have worked the minimum number of hours shown.

SUPER SERVER: Must be able to be scheduled for, and work, any four of the following positions:

Server	Cocktailer	Poker Server
Bartender	Coffee Cart	VIP Server

GUARD PREMIUM:

Security Guards that are also classified as a Security Supervisor add $0.75/hour to Security Guard rate.
Security Guards and Supervisors whose shift starts at 6:00 PM or later add $1.25/hour shift premium for hours worked between Midnight and 8:00 AM to take effect at date of ratification.

Year 3 - August 25, 2020 to August 24, 2021

TABLE GAMES	Start	400 Hrs	800 Hrs	1600 Hrs	2400 Hrs	3200 Hrs	4000 Hrs	4800 Hrs	5600 Hrs	6400 Hrs	7200 Hrs
Floor Supervisor	22.65	22.65	22.96	23.23	23.60	23.85	24.12	24.37	24.64	24.91	25.16
Housemen	22.65	22.65	22.96	23.23	23.60	23.85	24.12	24.37	24.64	24.91	25.16
Boxmen	22.65	22.65	22.96	23.23	23.60	23.85	24.12	24.37	24.64	24.91	25.16
SLOTS	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Slot Attendant*	16.17	16.47	16.68	16.89	17.09	17.29	17.49	17.49	17.49	17.49	17.49
Count Room Attendant	15.50	15.50	15.50	15.50	15.75	16.01	16.22	16.22	16.22	16.22	16.22
Cashier*	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47
Slot Supervisor	16.52	16.52	16.63	17.09	17.61	17.87	18.12	18.12	18.12	18.12	18.12
Banker	17.40	17.66	17.92	18.44	18.69	19.21	19.73	19.73	19.73	19.73	19.73
FOOD & BEVERAGE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Coffee Cart	16.52	16.73	16.94	17.14	17.14	17.34	17.34	17.54	17.54	17.54	17.54
Cocktail Server	16.22	16.22	16.37	16.57	16.57	16.78	16.78	16.99	16.99	16.99	16.99
Server	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50
Super Server	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50
Porter	15.95	15.95	15.95	15.95	15.95	15.95	15.95	15.95	15.95	15.95	15.95
Dish Washer	16.94	17.19	17.44	17.96	18.46	18.98	19.23	19.74	19.74	19.74	19.74
Night Shift Commencing After 6:00 p.m. Add $1.00/hr											
Bartender	16.42	16.42	16.62	16.84	17.04	17.34	17.34	17.54	17.54	17.54	17.54
Prep Cook	15.50	15.50	15.50	15.50	15.50	15.50	15.60	16.11	16.11	16.11	16.11
Line Cook	15.50	15.50	15.65	16.16	16.68	17.20	17.71	18.22	18.22	18.22	18.22
SECURITY & MAINTENANCE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Security Guard	18.79	19.06	19.31	19.83	20.35	20.86	21.12	21.38	21.38	21.38	21.38
Security Supervisor	21.69	21.95	22.20	22.72	23.24	23.76	24.01	24.27	24.27	24.27	24.27
Maintenance Worker	16.78	17.04	17.30	17.82	18.34	18.84	19.36	19.88	19.88	19.88	19.88

* Fifth line Full-Time shift guarantee

FLOOR SUPERVISOR SKILL PREMIUMS:

When also in Houseman classification add $0.75/hour to current rate

When also in Boxmen classification add $0.75/hour to current rate

HOUSEMEN SKILL PREMIUMS:

When also in Floor Supervisor classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

GRAVEYARD HOUSEMAN PREMIUM:

Hours worked when table games are closed add $2.50/hour.
Employees must have worked the minimum number of hours shown.

SUPER SERVER: Must be able to be scheduled for, and work, any four of the following positions:

Server	Cocktailer	Poker Server
Bartender	Coffee Cart	VIP Server

GUARD PREMIUM:

Security Guards that are also classified as a Security Supervisor add $0.75/hour to Security Guard rate.
Security Guards and Supervisors whose shift starts at 6:00 PM or later add $1.25/hour shift premium for hours worked between Midnight and 8:00 AM to take effect at date of ratification.

Year 4 - August 25, 2021 to August 24, 2022

TABLE GAMES	Start	400 Hrs	800 Hrs	1600 Hrs	2400 Hrs	3200 Hrs	4000 Hrs	4800 Hrs	5600 Hrs	6400 Hrs	7200 Hrs
Floor Supervisor	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
Housemen	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
Boxmen	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
SLOTS	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Slot Attendant*	16.41	16.72	16.93	17.14	17.35	17.55	17.75	17.75	17.75	17.75	17.75
Count Room Attendant	15.81	15.81	15.81	15.81	16.07	16.33	16.54	16.54	16.54	16.54	16.54
Cashier*	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73
Slot Supervisor	16.85	16.85	16.96	17.43	17.96	18.23	18.48	18.48	18.48	18.48	18.48
Banker	17.75	18.01	18.28	18.81	19.06	19.59	20.12	20.12	20.12	20.12	20.12
FOOD & BEVERAGE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Coffee Cart	16.77	16.98	17.19	17.40	17.40	17.60	17.60	17.80	17.80	17.80	17.80
Cocktail Server	16.46	16.46	16.62	16.82	16.82	17.03	17.03	17.24	17.24	17.24	17.24
Server	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
Super Server	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
Porter	16.27	16.27	16.27	16.27	16.27	16.27	16.27	16.27	16.27	16.27	16.27
Dish Washer	17.19	17.45	17.70	18.23	18.74	19.26	19.52	20.04	20.04	20.04	20.04
Night Shift Commencing After 6:00 p.m. Add $1.00/hr											
Bartender	16.67	16.67	16.87	17.09	17.30	17.60	17.60	17.80	17.80	17.80	17.80
Prep Cook	15.81	15.81	15.81	15.81	15.81	15.81	15.91	16.43	16.43	16.43	16.43
Line Cook	15.81	15.81	15.96	16.48	17.01	17.54	18.06	18.58	18.58	18.58	18.58
SECURITY & MAINTENANCE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Security Guard	19.17	19.44	19.70	20.23	20.76	21.28	21.54	21.81	21.81	21.81	21.81
Security Supervisor	22.12	22.39	22.64	23.17	23.70	24.24	24.49	24.76	24.76	24.76	24.76
Maintenance Worker	17.12	17.38	17.65	18.18	18.71	19.22	19.75	20.28	20.28	20.28	20.28

* Fifth line Full-Time shift guarantee

FLOOR SUPERVISOR SKILL PREMIUMS:
When also in Houseman classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

HOUSEMEN SKILL PREMIUMS:
When also in Floor Supervisor classification add $0.75/hour to current rate
When also in Boxmen classification add $0.75/hour to current rate

GRAVEYARD HOUSEMAN PREMIUM:
Hours worked when table games are closed add $2.50/hour.
Employees must have worked the minimum number of hours shown.

SUPER SERVER: Must be able to be scheduled for, and work, any four of the following positions:

Server	Cocktailer	Poker Server
Bartender	Coffee Cart	VIP Server

GUARD PREMIUM:
Security Guards that are also classified as a Security Supervisor add $0.75/hour to Security Guard rate.
Security Guards and Supervisors whose shift starts at 6:00 PM or later add $1.25/hour shift premium for hours worked between Midnight and 8:00 AM to take effect at date of ratification.

Year 5 - August 25, 2022 to August 24, 2023 ($500.00 Bonus for ALL Classifications)

TABLE GAMES	Start	400 Hrs	800 Hrs	1600 Hrs	2400 Hrs	3200 Hrs	4000 Hrs	4800 Hrs	5600 Hrs	6400 Hrs	7200 Hrs
Floor Supervisor	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
Housemen	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
Boxmen	23.28	23.28	23.60	23.88	24.26	24.52	24.80	25.05	25.33	25.61	25.86
SLOTS	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Slot Attendant*	16.41	16.72	16.93	17.14	17.35	17.55	17.75	17.75	17.75	17.75	17.75
Count Room Attendant	15.81	15.81	15.81	15.81	16.07	16.33	16.54	16.54	16.54	16.54	16.54
Cashier*	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73	17.73
Slot Supervisor	16.85	16.85	16.96	17.43	17.96	18.23	18.48	18.48	18.48	18.48	18.48
Banker	17.75	18.01	18.28	18.81	19.06	19.59	20.12	20.12	20.12	20.12	20.12
FOOD & BEVERAGE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
Coffee Cart	16.77	16.98	17.19	17.40	17.40	17.60	17.60	17.80	17.80	17.80	17.80
Cocktail Server	16.46	16.46	16.62	16.82	16.82	17.03	17.03	17.24	17.24	17.24	17.24
Server	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
Super Server	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
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SECURITY & MAINTENANCE	**Start**	**400 Hrs**	**800 Hrs**	**1600 Hrs**	**2400 Hrs**	**3200 Hrs**	**4000 Hrs**	**4800 Hrs**	**5600 Hrs**	**6400 Hrs**	**7200 Hrs**
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Letter of Understanding

Between

Pure Canadian Gaming (Operating as PURE Casino Calgary)
(Hereinafter referred to as "the Employer")

and

Canadian Union of Public Employees, Local 4655
(Hereinafter referred to as "the Union")

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

RE: Recall following COVID-19 Coronavirus Layoffs

WHEREAS the Employer closed its facility on Tuesday, March 17, 2020, and,

WHEREAS the Parties have a mutual desire to ensure job security for their team members;

The Parties agree to the following terms:

1. Notwithstanding Article 10.13(e), the Parties agree that the terms of recall shall be extended until December 31, 2020.

   This extension shall apply to any member of the bargaining unit who was laid off during the COVID-19 Coronavirus pandemic.

This Letter of Understanding expires at the end of the period of recall above.

All of which is agreed, this 26th day of August 2020, by:

[redacted]

Aug 26/20
Date

September 1st, 2020
Date

Letter of Understanding

Between

Pure Canadian Gaming (Operating as PURE Casino Calgary)
(Hereinafter referred to as "the Employer")

and

Canadian Union of Public Employees, Local 4655
(Hereinafter referred to as "the Union")

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

RE: Recall following COVID-19 Coronavirus Layoffs

WHEREAS the Employer closed its facility on Tuesday, March 17, 2020, and December 12, 2020;

WHEREAS the Parties have a mutual desire to ensure job security for their team members;

The Parties agree to the following terms:

1. Notwithstanding Article 10.13(e), the Parties agree that the terms of recall shall be extended until September 30, 2021.

   This extension shall apply to any member of the bargaining unit who was laid off during the COVID-19 Coronavirus pandemic.

This Letter of Understanding expires at the end of the period of recall above.

All of which is agreed, this 31st day of March 2021, by:

[redacted]

APRIL 15 /2021
Date

March 31st, 2021
Date