

COLLECTIVE AGREEMENT

-BETWEEN-

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE
AND DEPARTMENT STORE UNION**



-AND-

**SASKATCHEWAN GAMING CORPORATION
CASINO MOOSE JAW**



October 1, 2018 - September 30, 2023

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This Agreement is entered into this **5th** day of **October, 2020**

BETWEEN: The Saskatchewan Gaming Corporation – Casino Moose Jaw, Hereinafter referred to as the “Employer”

OF THE FIRST PART

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter referred to as the “Union”

OF THE SECOND PART

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The parties agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work and any other working conditions affecting the employees covered by this Agreement

1.02 The purposes of this Agreement are to:

- (a) Promote the efficient operations and harmonious relations between the Employer and the Union. To this end the Employer and the Union encourage to the fullest degree, friendly and co-operative relations between their respective representatives at all levels and among all employees.
- (b) Recognize the value of joint discussion relating to service delivery to clients and terms and conditions of employment not covered by this Agreement.
- (c) Promote job satisfaction and security of employees in the bargaining unit.

1.03 The provisions of this Agreement apply to the Union and the Employer.

ARTICLE 2 – DEFINITIONS

- (a) Bargaining unit work – work done by a member of the bargaining unit on a regular basis.
- (b) Casual – an employee who is called to work as needed.
- (c) Classification – the level assigned to a position or job as a result of the application of the job evaluation plan, carrying with it a specified rate of pay.
- (d) Day – a calendar day, 00:00 – 23:59 in which all hours shall be allocated to the calendar day in which the shift starts.
- (e) Emergency – any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen.
- (f) Employee – a member of the bargaining unit.

- (g) Employer – Saskatchewan Gaming Corporation.
- (h) Fiscal Year – the period from **April 1 to March 31**, inclusive, of any given year.
- (i) Full-time employee – an employee who works a scheduled, 152-hour, four (4) week shift, year round.
- (j) Full-time Equivalent (FTE) – a budgetary term referring to the dollar amount needed to employ the equivalent of one (1) employee for one (1) year at 152 hours every twenty-eight (28) day period.
- (k) Hours worked – hours during which the employee is paid.
- (l) Job – a group of positions sufficiently similar in respect to their duties and responsibilities that they share the same descriptive title, the same staffing requirements, the same classification and the same rate of pay.
- (m) Partner – the person with whom the employee lives in a conjugal relationship regardless of whether the person is of the same or opposite sex.
- (n) Part-time – an employee who works a scheduled four week shift – less than 152 hours, year round.
- (o) Position – a group of duties and responsibilities assigned or delegated and identifiable by title, which may be occupied, on a full-time equivalent basis by one full-time or several part-time employees.
- (p) Rating – the sum of the values assigned to the appropriate degree levels of the job evaluation plan factors for a particular job.
- (q) Schedule – is the number of individual sets of shifts, posted by the Employer, normally required to operate Casino Moose Jaw for a twenty-eight (28) day period.
- (r) Shift – means the scheduled hours of work performed by a full-time, part-time or **casual** employee on any one day.
- (s) Union – Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Local 455.
- (t) Union Representative – an employee appointed by the Union pursuant to Article 3.04.
- (u) JUMRWC – Joint Union Management Representative Workforce Committee.
- (v) Promotion – the movement of an employee from a position in one classification to a position in another classification which has a higher rate of pay.
- (w) Demotion - the movement of an employee from a position in one classification to a position in another classification which has a lower rate of pay.

- (x) Transfer - the movement of an employee from a position in one classification to a position in another classification which has the same rate of pay.

ARTICLE 3 – SCOPE, UNION RECOGNITION AND SECURITY

3.01 Scope

This Agreement Shall Cover: all employees employed by the Saskatchewan Gaming Corporation – Casino Moose Jaw, Saskatchewan in or in connection with its places of business in the city of Moose Jaw, Saskatchewan, except the Administrative Assistant, Director of Operations, Bank Shift Managers, Operational Shift Managers, **Table Games Facilitator and corporate staff who occasionally work at Casino Moose Jaw as part of their regular responsibilities.**

3.02 Recognition

- (a) The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work, and other working conditions affecting the employees covered by this Agreement.
- (b) All work within the bargaining unit shall be performed only by bargaining unit employees and no one from outside the scope of the Union shall perform any bargaining work except in case of any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Employer.
- (c) The Employer shall not enter into any written or verbal agreement with any employee, which may conflict with the terms of this Agreement.
- (d) The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Employer as reasonably set forth by the Employer and subject to the provisions of the Collective Agreement.

3.03 Union Security

- (a) Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application to the Union within ten (10) days of the date of employment and shall become a member of the Union within thirty (30) days of the date of employment. The employer shall request new employees to fill in the Union's membership and dues remittance card when other employee documents are being processed.
- (b) The Employer agrees to deduct out of the wages due to each employee the dues, assessments and initiation fees uniformly levied on all employees. Deductions made in each month shall be forwarded to the person designated by the Union before the fifteenth day of the month following the month in which the deductions were made. Remittances are to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.

- (c) The Employer shall furnish the Union, along with each remittance, a written list of:
 - (i) Names, addresses, telephone numbers, job title and wage of all employees from whom deductions have been made. Employees are responsible for provision and accuracy of information.
 - (ii) Names, addresses, telephone numbers, job title and effective dates all employees who have been terminated or been hired.
 - (iii) Names and new job titles of any employee who has changed job titles since the last remittance.
- (d) Union dues deductions, deducted from the company payroll during the calendar year shall be included on the T-4 income tax slips that are provided by the Employer.

3.04 Appointment of Union Representatives

- (a) The Employer acknowledges the right of the Union to appoint employees as Union representatives.
- (b) The Union shall determine the jurisdiction of each Union representative having regard to the organization plan of the Employer.
- (c) The Union shall provide the Employer with a list of names of Union representatives and will inform the Employer of any revision to the list that may be made from time to time.
- (d) If no officer or steward is available for a disciplinary meeting or any other meeting requiring a representative, and if the Employer believes the meeting is necessary, the employee may chose a co-worker to act as a witness to the proceedings.

ARTICLE 4 – INFORMATION AND BULLETIN BOARDS

4.01 Information

- (a) The Employer agrees to provide all newly hired employees with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union as needed. Completed Union membership forms shall be submitted by the Employer with each monthly remittance. The Employer agrees to provide all newly hired employees a copy of the Collective Agreement and the Union Officer telephone list.
- (b) The Employer shall continue to provide appropriate time for a representative of the Union to meet with, provide information and answer questions at new employee orientation meetings.

4.02 Bulletin Boards

- (a) The Employer agrees to provide notice boards in the staff rooms and hallway for the purpose of posting notices of interest to the employees. These spaces will be for the exclusive use of the Union.

- (b) Any material posted on the Union bulletin boards must be authorized by the Union.

ARTICLE 5 – DISCRIMINATION AND HARASSMENT

The following does not limit access to rights or provisions under *The Saskatchewan Employment Act* or *The Saskatchewan Human Rights Code*.

- 5.01 All employees and the Employer are entitled to work in an environment free from discrimination on the basis of their:
- (a) Ancestry, including colour and race;
 - (b) national origin;
 - (c) ethnic or linguistic background or origin;
 - (d) religion or creed, or religious belief, religious association, or religious activity;
 - (e) age;
 - (f) gender;
 - (g) sexual orientation;
 - (h) physical or mental disability;
 - (i) criminal charges or criminal record;
 - (j) political belief, political association, or political activity;
 - (k) marital or family status;
 - (l) receipt of public assistance;
 - (m) Union activity or membership;
 - (n) physical appearance;
 - (o) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed above.
- 5.02 It is discrimination to treat an employee or the Employer unfavourably because of one of the grounds set out above unless for a bona fide occupational requirement.
- 5.03 The Employer accepts that it has a primary responsibility to prevent and to stop discrimination on the basis set out in Article 5.01 in the workplace. However, each of the Union, the Employer and the employees recognize that it is their responsibility not to behave in a discriminatory manner towards fellow employees, customers of the Employer or the Employer.

- 5.04 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and as confidentially as possible. Any level of the grievance procedure may be waived by the employee or the person hearing the grievance subject to the complainant.
- 5.05 (a) Harassment is strictly prohibited under *The Saskatchewan Human Rights Code* and/or ***The Saskatchewan Employment Act***. It is the Employer's responsibility to provide a workplace free of harassment. No form of sexual, personal or other harassment shall be allowed in the workplace or in work related situations.
- (b) In accordance with ***The Saskatchewan Employment Act*** and regulations, harassment means any inappropriate conduct, comment, display, action or gesture by a person:
- (i) that either:
- (1) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, nationality, ancestry, or place of origin, or
- (2) subject to c) and d) below, adversely affects the worker's psychological or physical well being and that the person knows or ought to reasonably know would cause a worker to be humiliated or intimidated; and
- (ii) that constitutes a threat to the health or safety of the worker
- (c) To constitute harassment for the purpose of this Article:
- (i) Repeated conduct, comments, displays, actions or gestures must be established; or
- (ii) A single, serious occurrence of conduct, a single, serious comment, display, action, or gesture that has a lasting harmful effect on the worker must be established.
- (d) Harassment does not include any reasonable action that is taken by the Employer, or a manager or supervisor employed or engaged by an Employer relating to the management and direction of the Employer's workers' or the place of employment.
- (e) The Employer recognizes its responsibility to maintain a policy on harassment that includes processes and procedures for resolving situations that occur.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01 Hours of Work

- (a) Employees shall not be scheduled for more than five (5) consecutive shifts or 38 hours per week on average.
- (b) Employees whose last shift, as per Article 6.01 (a) above, ends past midnight shall receive two consecutive days off.

- (c) Scheduled shifts shall not exceed eight and one-half (8 ½) hours, except where mutually agreed to between the parties.
- (d) Full-time employees:
 - (i) Shall work 152 hours in a twenty-eight (28) day period (38 hour week on average).
 - (ii) Shall receive a minimum of nine (9) days of rest in each twenty- eight (28) day period.
 - (iii) Shall be scheduled so that they rotate through the full time schedule once per 28-day cycle, or as mutually agreed to between the parties.
 - (iv) Shall not be scheduled for more than four (4) ten (10) hour shifts consecutively. **This shall apply to part time employees as well.**
- (e) Part-time employees:
 - (i) Scheduled and call in hours shall be distributed amongst all employees, relative to seniority and declared availability through the following process (each step must be fully exhausted before moving onto the next):
 - (1) Most senior employee within the job group
 - (2) Most senior cross-trained employee
 - (3) Probationary employees (employee still serving initial probation)
 - (4) Casual employees
 - (ii) Part-time employees who report for work or on a call-in shall be paid a minimum of three (3) hours pay at their regular rate or for actual hours worked, whichever is greater.
- (f) The Employer will post the twenty eight (28) day schedule two (2) weeks in advance.
- (g) In addition to the provision of Article 6.01 (b), the Employer shall make every effort to provide two (2) consecutive days of rest per week.
- (h) If an employee works the graveyard shift when the Employer is open twenty-four (24) hours, the employee will have ten (10) hours rest between shifts. This excludes Security.**

6.02 Overtime

- (a) All overtime shall be voluntary and assigned on the basis of seniority and be approved by the Employer, except in the case of circumstances as described in Article 3.02 (b).
- (b) Where there are insufficient employees to fill scheduled shifts at the time of schedule posting and overtime is required it will be offered to:
 - (i) Most senior available employee within the job classification.

- (ii) Senior available qualified employee.
- (c) (i) Overtime of less than three (3) hours required during a scheduled shift shall be offered to employees, on duty, within the job title in order of seniority. Should the Employer be unable to fill overtime requirements from within the job title, all other employees in the bargaining unit, on duty at the time the overtime is required, providing they possess the necessary knowledge, skills and abilities and are licensed to perform the work, shall be offered the overtime, based on their seniority. For those occasions where overtime is required as described in Article 3.02 (b), it will be assigned by reverse seniority.
- (ii) Overtime of three (3) hours or longer required during a scheduled shift shall be offered to employees not on duty within the job title in order of seniority. If no one is available then the overtime will be offered to the senior available qualified employee.
- (d) Full-time employees shall receive pay at overtime for all authorized hours worked in excess of daily scheduled hours of work or hours worked in excess of 152 hours in the twenty-eight (28) day schedule.
- (e) Part-time employees will receive overtime for hours worked in excess of daily scheduled hours of work or after eight (8) hours, whichever is greater at the rate of time and one half (1 ½) of regular hours.
- (f) Part-time employees will receive overtime for hours in excess of 152 hours in a twenty-eight (28) day schedule at the rate of time and one half (1 ½) of regular rates.
- (g) Overtime worked on a regular work day shall be compensated at a rate equal to one and one half (1 ½) times the employees hourly rate, for the first three (3) hours worked and at a rate equal to double times (2X) the employees hourly rate for all hours worked beyond three (3) consecutive hours.
- (h) Employees working overtime on a designated holiday shall be paid at the rate equal to double (2X) the employee's hourly rate of pay for all overtime hours worked.
- (i) All full-time employees shall receive overtime for all hours worked on their days of rest, when directed to do so by the Employer, at the rate of time and one half (1 ½).
- (j) Full-time employees reporting for work on their days of rest will be guaranteed three (3) hours at the applicable overtime rate.
- (k) Employees shall be provided with a fifteen (15) minute rest period if they are scheduled to work more than two (2) hours overtime beyond their regular shift.

6.03 Time in Lieu

- (a) Upon employee request, the Employer will grant the accumulation of time in lieu at the appropriate overtime rates in lieu of payment for overtime worked.
- (b) The accumulation in (a) above shall be unlimited. An employee shall be eligible to carry over a maximum of seventy-six (76) hours to the next fiscal year, unless an

employee requests a payout. An employee shall be paid out for all hours in excess of seventy-six (76) hours following the last pay period in December.

- 6.04 The Employer will provide part-time employees with, at least, eight (8) hours notice when a scheduled shift is not needed.
- 6.05 There shall be no split shifts unless agreed upon between the employee, manager and the shop steward.
- 6.06 Providing there is no resulting increase in cost to the Employer, employees may change shifts with each other after approval has been granted by their manager responsible for scheduling.
- 6.07 Part-time employees who report for work on a scheduled shift or on a call-in, shall be paid a minimum of three (3) hours pay at their regular rate or for the actual hours worked, whichever is greater. The process for calling in employees shall be:
 - (a) Most senior available employee within the job classification
 - (b) Senior available cross-trained employees
- 6.08 Should the Employer increase or decrease its hours of operations, the parties agree to discuss the impact this may have on the Employer and employees.
- 6.09 The Employer will discuss any required changes to the posted schedule as per Article 6.01(f). Any changes to the schedule will be posted no less than five (5) days prior to taking effect.
- 6.10 In cases where the Union brings forward a claim that an employee has been overlooked for a valid shift and the Employer agrees there has been an error, the Employer will pay all appropriate money/benefits at regular or overtime rates, whichever is applicable.

ARTICLE 7 – DESIGNATED HOLIDAYS

7.01 The following days are designated paid holidays:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Saskatchewan Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) December 24

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

Note: for the term of this Agreement, December 24, 7.01(l) shall be the designated floating holiday.

- 7.02 In addition to those days set forth in Article 7.01, any other day proclaimed as a statutory holiday by Federal or Provincial governments shall be deemed to be a paid holiday for the purpose of this Agreement.
- 7.03 Full-time employees shall be paid regular hourly rate of pay for designated holidays. Employees shall elect payment or assign pay as per Article 6.03.
- 7.04 In each pay period the Employer will pay each non full-time employee an amount equal to 4.62% of their salary for that period. **Employees shall have the choice to bank their designated holiday pay or have it paid out in each pay period. Employees shall select their choice in writing once per year in January. Employees may access their banked designated holiday pay at any time during the year by written request. Such requests will be paid on the following pay period, wherever possible. Any unused banked designated holiday pay shall be paid to the Employee in the last pay period prior to December 24.**
- 7.05 When an employee is required to work on a designated holiday, in addition to designated holiday pay as per this Article, the employee shall be paid time and one-half for all hours worked on the day. The employee will have the option to assign pay as per Article 6.03.

ARTICLE 8 – LEAVES OF ABSENCE

8.01 Time Off for Union Business

- (a) Negotiation of grievances or disputes shall be dealt with during working hours, and no employee or employee's representative of the Union employed by the Employer will suffer loss of pay by reason of time spent on discussion and investigation of grievances or disputes with the Employer.
- (b) A Union representative shall obtain permission of their immediate supervisor before leaving the work area to carry out any of the responsibilities listed in Article 8.01 (a), which permission shall not be unreasonably withheld.
- (c) An authorized representative of the Union, subject to operational considerations, shall be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend to the business of the Union.
- (d) Where the authorized representative or executive officer enters the workplace and wishes to meet with an employee they shall first obtain the express permission of the supervisor of the employee, such permission shall not be unreasonably withheld.
- (e) (i) The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of one (1) year, or longer if mutually agreed, to serve in any capacity on official Union business provided that notification is given to the Employer in sufficient time to secure a relief person for the job involved.

- (ii) If an employee is elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union, they shall, upon giving the Company at least fourteen (14) days notice, be granted such leave of absence without pay as may be necessary to enable them to attend such meetings or conventions. Such leave shall be granted to a maximum of five (5) employees for up to five (5) days on any one occasion. Leave under this Article shall be authorized by the Senior Manager in each department, based on operational requirements.
- (iii) Upon one week (1) notice to the employee's supervisor or Human Resources, Union representatives shall be granted time off without pay to attend to Union business. This leave shall not be unreasonably withheld. The one week (1) notice requirement may be waived in emergent circumstances.
- (f) For leaves of thirty (30) consecutive calendar days or less, employees will continue to earn all service credits.
- (g) The following provisions shall apply to approved leave of absence with pay for Union business:
 - (i) Provided the employee was scheduled to work during the leave, the Employer will provide the regular earnings and make all the normal deductions during such leave.
 - (ii) The RWDSU will reimburse the Employer for the cost of such earnings inclusive of the cost of the following benefits: CPP, EI, Public Employees' Pension Plan, Life Insurance and Long Term Disability.
 - (iii) The total amount owing the Employer will be invoiced on a quarterly basis to the Union. RWDSU agrees that the Employer will be reimbursed within thirty (30) days of invoicing.

8.02 Paid Leaves

(a) Vacation Leave and Carryover

(i) Vacation Leave Entitlement

- (1) Upon initial appointment to the Employer, employees shall be entitled from that day to the following December 31, to vacation leave of one and one quarter (1 ¼) days for each completed calendar month of service. Leave will be pro-rated for partial months of service.
- (2) Employees shall be entitled to take fifteen (15) days vacation leave during the first complete fiscal year following the date of employment and thereafter up to but not including the fiscal year in which they complete eight (8) years of service. Such leave shall be earned at the rate of 1 ¼ days for each completed calendar month.
- (3) Employees shall be entitled to take twenty (20) days vacation leave during the fiscal year in which they complete eight (8) or more years of service with the Saskatchewan Gaming Corporation and thereafter

up to, but not including, the fiscal year in which they complete fifteen (15) years of service. Such leave shall be earned at the rate of 1 2/3 days for each completed calendar month.

- (4) Employees shall be entitled to take twenty-five (25) days vacation leave during the fiscal year in which they complete fifteen (15) years of service with the Saskatchewan Gaming Corporation and thereafter and up to, but not including the fiscal year in which they complete twenty-two (22) years of service. Such leave shall be earned at the rate of two and one twelfths (2 1/12) days for each completed calendar month of service.
- (5) Employees shall be entitled to take thirty (30) days vacation leave during the fiscal year in which they complete twenty-two (22) years of service with the Saskatchewan Gaming Corporation. Such leave shall be earned at the rate of 2 1/2 days for each completed calendar month of service.

Note: Part-time and casual employee's entitlement will be pro-rated.

(ii) Vacation Pay

- (1) Employees shall be entitled to leave with pay to the extent of their earned entitlement but an employee who has completed twelve (12) months of service shall receive an advance of credits, where requested (subject to Article 8.02 (a)(iv)), up to the maximum available credits to be earned for that fiscal year.

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

- (2) Part-time employees shall accumulate vacation leave credits on a pro-rated basis.
- (3)
 - (A) Casual employees with less than eight (8) years of service with the Employer will receive vacation pay equal to 6.36% of gross earnings, with each pay.
 - (B) Casual employees with more than eight (8) years of service will receive vacation pay equal to 8.64% of gross earnings, with each pay, until they have fifteen (15) years of service.
 - (C) Casual employees with fifteen (15) years of service will receive vacation pay equal to 11% of gross earnings, with each pay, until they have twenty-two (22) years of service.
 - (D) Casual employees with twenty-two (22) years of service, or longer will receive vacation pay equal to 13.44% of gross earnings, with each pay.

(iii) Scheduling of Vacation Leave

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

- (1) During Non-Peak Periods (January 16th to June 14th and September 16th to December 14th) of the current calendar year.
 - (A) on a system of first come, first serve providing that written notice is given by the employee at least twenty-one (21) days in advance of the next schedule posting. The Employer shall respond in writing, with as much notice as is practicable and reasonable, but the notice shall not be less than fourteen (14) days after receiving the leave application.
- (2) During Peak Period (June 15th to September 15th and December 15th to January 15th) of the current calendar year.
 - (A) on a seniority basis, providing written notice is given by employee not later than March 15th, unless mutually agreed by the parties, an employee may request and be approved for up to one (1) year vacation entitlement in one (1) week blocks. The Employer shall post the approved vacation schedule by April 1st.
 - (B) on a system of first come, first serve basis, providing reasonable written notice is given by the employee, approve all other vacation requests for these peak periods after the posting of the approved schedule outlined in 8.02 (a)(iii)(2)A.
 - (C) under special circumstances with the approval of the Employer, an employee may use more than one (1) years vacation entitlement.
 - (D) vacation requests beyond the current calendar year will only be considered in exceptional circumstances.
- (3) Where in respect of any period of vacation leave:
 - (A) an employee or their partner, or their child (providing they are permanently residing in the employee's household) has suffered from illness for two (2) or more consecutive days resulting in the employees attendance there to; or,
 - (B) an employee is granted bereavement leave under Article 8.02(e)

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

(iv) Vacation Carryover

- (1) Employees are expected to take all their vacation credits during the year in which they are earned.
- (2) Where an employee has not used all of their vacation leave with pay credits or banked overtime in accordance with Article 6.03, the employee shall be entitled to carry over up to fifteen (15) days total, to the following fiscal year. Carry over beyond the fifteen (15) days shall be by mutual consent.

(v) Vacation Entitlement on Termination of Employment

- (1) A full-time employee leaving the service who has vacation leave due, will have all monies owed paid to them calculated on the basis of salary in effect at the date of termination. In the event of death monies will be paid to the estate.
- (2) An employee leaving the service who has been granted more vacation leave than is due to them shall have such overpayment deducted from any monies owed them by the Employer calculated on the basis of salary in effect at the date of termination. Notwithstanding the Employer reserves the right to recover other debts the employee may have incurred.

(b) Sick Leave

(i) Earning of Sick Leave:

Employees earn sick leave credits at the rate of one (1) day for each full month of employment or a pro-rated amount for partial months worked. Full-time employees can earn up to a maximum of twelve (12) days sick leave credit per year. Unused sick leave credits accumulate from year to year. Sick leave credits are not available until they are earned. Management may advance up to five (5) days sick leave for those situations involving hospitalization.

- (ii) (1) An employee shall be granted sick leave with pay when unable to perform their duties because of illness or injury provided that:
 - (A) they satisfy the Employer of this condition; and
 - (B) they have the necessary sick leave credits, and
 - (C) they have notified their supervisor/manager or designated Employer representative, at least one (1) hour prior to their schedule start time for shifts that begin at 10:00 AM or earlier and at least two (2) hours notice for all other shifts, unless a sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the employee, prevented them from doing so.

(2) The Employer reserves the right in the event of application for sick leave to require a medical certificate. The Employer is committed to exercising this right in a reasonable manner. The cost of such medical certificate in excess of that paid for under the Saskatchewan Health Services Plan shall be borne by the Employer.

(iii) In the event an employee's sick leave is exhausted they may be granted leave of absence without pay, subject to Article 8.02 (b)(ii) above and the provisions of the *Saskatchewan Employment Act Division 2-40*.

(c) Court Leave

(i) An employee shall not suffer a loss of pay if their absence from work is due to attending court in response to a summons as a juror or witness for the Crown or attendance to a sentencing circle.

(ii) Where an employee is required to attend court at the request of the Employer in connection with their job duties, they shall have such time considered as time worked and the provisions of this Collective Agreement apply at that time.

(iii) An employee who collects pay under this Article shall pay to the Employer all witness fees or jury duty fees received exclusive of any meal, mileage or incidental allowances.

(d) Pressing Necessity / Family Responsibility Leave

The Employer recognizes that employees may encounter emergency or unforeseen circumstances that require their absence from work. In order that the worry of work be removed from these situations, employees will earn one-quarter (1/4) day for each full month of employment or pro-rated amount for partial months worked. Unused pressing necessity/family responsibility leave accumulates from year to year. Additional leave, with or without pay may be approved.

(i) For the purposes of approving Family Responsibility the guidelines outlined in Human Resources Policy # 259 – Family Responsibility Leave Policy will apply.

(e) Bereavement Leave

(i) The Employer recognizes that employees have personal relationships that need to be attended to at the time of death or imminent death to family or extended family members.

(ii) In order that the worry of work be removed from these situations, the Employer will grant (if employee is scheduled to work) leave with pay. Employees shall earn bereavement leave at the rate of three (3) days per year to a maximum of seven (7) days credit at any one time. Further leave may be considered in accordance with Human Resources Policy #258 – Bereavement Leave Policy.

- (iii) Immediate family means a partner, parent, child, including a child whom the employee stands in the place of a parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, step-child, step parent and any relative permanently residing in the employee's household or with whom the employee resides or any other person on approval of the Employer.
- (iv) Extended family shall be defined as the employee's cousins, aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, and grandparents-in-law.
- (v) Bereavement leave may be taken by the employee at one or more of the following times:
 - (1) during the period of imminent death;
 - (2) immediately following the date of death;
 - (3) within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional event related to the death.

8.03 Unpaid Leaves

(a) Compassionate Care

An employee who takes a leave of absence and is absent from work to provide care or support to a gravely ill family member and is approved for Employment Insurance (EI) Compassionate Care Benefits, will be reinstated in the position occupied by the employee at the time of the leave with no loss of seniority benefits.

(b) Maternity Leave

- (i) **The Employer will grant maternity leave without pay in accordance with the leave entitlement set out in this Article to the parent who gives birth who meets the following eligibility requirements:**
 - (1) **is currently employed and has been in the employment of the Employer for a total of at least thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence;**
 - (2) **submits to the Employer an application in writing for leave at least four (4) weeks prior to the day on which they intend to commence the leave; and**
 - (3) **provides the Employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth.**
- (ii) **The Employer will also grant maternity leave to any employee who meets the requirements of clause (a) above and provides the Employer with a certificate of a qualified medical practitioner:**

- (1) certifying that the employee is pregnant, specifying the estimated date of birth and certifying that there are medical reasons that require the employee to cease work immediately; or**
- (2) certifying that the employee was pregnant and that the pregnancy terminated on a specified date, not more than fourteen (14) days prior to the date of the certificate to a miscarriage or a stillbirth.**

(iii) Where determined by a qualified medical professional, the Employer must modify an employees' duties or reassign the employee to other duties, without a loss of wages and benefits if the employee's duties or pregnancy would be unreasonably interfered with and it is reasonably practicable to do so.

Where the pregnancy of an employee would unreasonably interfere with the performance of the employee's duties, the Employer may, if no opportunity exists to modify the duties or reassign the employee to another job with no loss of wages or benefits, require the employee to commence maternity leave not more than thirteen (13) weeks prior to the estimated date of birth.

- (iv) The unpaid maternity leave to which an employee is entitled shall consist of a period not exceeding nineteen (19) weeks commencing at any time during the period of thirteen (13) weeks immediately preceding the estimated date of birth and not later than the actual date of birth.**
- (v) Where the actual date of birth is later than the estimated date of birth the employee is entitled to not less than six (6) weeks leave after the actual date of birth.**
- (vi) An employee may extend the leave for a further six (6) weeks' if the employee is unable for medical reasons to return to work after the expiration of the maternity leave.**
- (vii) A medical certificate is needed for this extension. An employee whose pregnancy terminates up to thirteen (13) weeks before the estimated date of birth due to a miscarriage or a stillbirth may also take nineteen (19) weeks of leave.**
- (viii) An employee granted maternity leave must provide four (4) weeks' notice to the Employer of their intention to resume employment.**
- (ix) At the expiration of leave, the Employer will reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a comparable position, with no loss of benefits or reduction in wages.**
- (x) The employer shall provide maternity leave allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.**

(c) Parental Leave

- (i) **The Employer will grant parental leave in accordance with the leave entitlement set out in this Article to employees who are the parents of a newborn or newly adopted child who meet the eligibility requirements:**
 - (a) **Is currently employed and has been in the employment of the Employer for a total of thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and**
 - (b) **Submits to the Employer a written application for parental leave:**
 - I) **At least four (4) weeks prior to the day the employee intends to commence parental leave; or**
 - II) **In the case of an employee who is also taking maternity or adoption leave, at least four (4) weeks prior to the day on which the employee was scheduled to return from maternity or adoption leave.**
- (ii) **Entitlement Parental leave can be taken by the birth parent, or the primary care giver and can be shared with the other eligible parent or care giver. There are two types of parental leave:**
 - (a) **The parent who gave birth or who is the primary caregiver is eligible for up to fifty-nine (59) weeks of parental leave.**
 - (b) **The parent or other care giver who did not take maternity leave or adoption leave is eligible for up to seventy-one (71) weeks.**
- (iii) **For the parent or other care giver who does not take maternity leave or adoption leave, the parental leave can commence in the period up to thirteen (13) weeks before the estimated date of birth or adoption and within seventy-eight (78) weeks after the actual date of birth or the date your child is placed with you for the purposes of adoption.**
- (iv) **An employee who wishes to take parental leave in combination with maternity leave or adoption leave shall take the two leaves consecutively.**
- (v) **An employee granted parental leave must provide four (4) weeks' notice to the Employer of their intention to resume employment.**
- (vi) **At the expiration of leave, the Employer will reinstate the employee in the position occupied by the employee at the time**

the leave commenced, or in a comparable position, with no loss of benefits or reduction in wages.

- (vii) Leave granted under this policy of more than six (6) months shall not count as service for the purpose of calculating the annual vacation leave entitlement and the employee will not earn and accrue vacation leave and sick leave credits for the duration of the leave period.**
- (viii) The Employer shall provide parental allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.**

(d) Adoption Leave

- (i) The Employer shall grant adoption leave to an employee who:
 - (1) Is currently employed and has been in the employment of the Employer for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence;
 - (2) submits to the Employer a written application for leave at least four (4) weeks prior to the day on which the child comes into the employee's care; and
 - (3) is the primary caregiver of the adopted child during the period of the leave.
- (ii) The Employer shall approve leave for a period of not more than nineteen (19) weeks commencing on the day the child becomes available for adoption.
- (iii) At the expiration of the leave, the Employer will reinstate the employee in the position occupied by the employee at the time the leave commenced, with no loss of benefits or reduction in wages.
- (iv) The Employer shall provide adoption leave allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.

(e) Leave Without Pay (General)

- (i) Upon completion of the probationary period, an employee may be granted a leave of absence without pay for education, upgrading or training or for other reasons by the Vice President of Human Resources and Aboriginal Affairs or designate.
- (ii) Employees on indefinite leave shall be required to apply for extensions annually giving proof that original conditions under which leave was granted still prevail.

- (iii) An employee, upon conclusion of the leave and returning to employment, shall have the provisions of Article 15.02 apply for the purpose of determining seniority.
- (iv) An employee, upon conclusion of the leave, shall:
 - (1) be reinstated in their position, provided the leave was for no longer than nine (9) months; or
 - (2) be reinstated in the first available vacant position for which the employee has the necessary knowledge, skills and ability, if the leave was longer than nine (9) months.

(f) Leave Without Pay for Political Involvement

- (i) Employees seeking candidacy in provincial, federal or band council elections must take a leave of absence if nominated for the period of the election campaign and if elected for the duration of the term. Vacation leave may be used for all or part of the leave.
- (ii) Employees taking leave as per Article 8.03 (f)(i) will be reinstated upon the conclusion of their involvement.

(g) Domestic Violence Leave

The employer will provide leave in accordance with the Saskatchewan Gaming Corporation Policy – Interpersonal or Sexual Violence Leave Policy #270 – Interpersonal or Sexual Violence Leave Policy.

8.04 Military Leave

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

ARTICLE 9 – BENEFITS, SENIORITY AND SERVICE CREDITS ON LEAVE WITHOUT PAY OR LAY-OFF

The following provisions shall apply:

- (a) Lay-off - employees earn seniority.
- (b) Maternity Leave - employees earn seniority and service credits for the purposes of calculating vacation entitlements.
- (c) Parental Leave - employees earn seniority and service credits for the purposes of calculating vacation entitlements.
- (d) Adoption Leave - employees earn seniority and service credits for the purposes of calculating vacation entitlements.
- (e) Education Leave - seniority determined per Article 15.02 (e).

- (f) Leave without Pay - seniority and service credits are frozen.

ARTICLE 10 – HEALTH AND SAFETY, WORKERS’ COMPENSATION

10.01 Occupational Safety and Health

- (a) The parties recognize the importance of Occupational Health and Safety in the work place. In addition to the Articles contained in this Agreement, the employee has the full protection of The ***Saskatchewan Employment Act***, including the right to refuse work the employee has reasonable grounds to believe is unusually dangerous and access to information that may impact on the health and safety of the employee, as well as the duty to conduct themselves at work in a safe and responsible manner.
- (b) A joint Employer/employee Occupational Health and Safety Committee shall be established to represent the workplace as agreed between the parties. At least one half (1/2) of the committee members shall be employees elected or appointed by the Union members and the committee shall have an Employer and employee co-chairperson as appointed by their respective parties.
- (c) The Occupational Health and Safety Committee shall have a continuing concern with respect to health and safety at the workplace. The Committee shall meet no less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns. Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.
- (d) The Occupational Health and Safety Committee shall exhaust their procedures before any matter is referred to the Employer and the Union for negotiation or before the matter is dealt with under the grievance procedure.
- (e) Wherever possible, committee meetings shall be scheduled by mutual agreement. Employee members of the committee shall have time spent in meetings considered time worked and will be paid at straight time.
- (f) The joint Occupational Health and Safety Committee may recommend reasonably practicable training measures designed to prevent occurrences of occupational health and safety problems related to the work place. The Occupational Health and Safety Co-chairs shall be made aware of all reports of injury, accident or possible hazards and shall be allowed time to investigate such matters during regular working hours.
- (g) Training for Joint Committee Members – Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days’ leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction however, where such training is provided by the *Department of Labour*, or jointly by the Union and Employer, employees exercising such leave shall have the time considered time worked and will be paid at straight time.

- (h) Health and Safety A Shared Concern – As a matter of principle, both the Union and Employer recognize that occupational health and safety is a shared concern of the parties. Both parties will endeavour co-operatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations, which threaten health and safety at the work place.

10.02 Workers Compensation

- (a) When an employee is injured in the performance of their duties, or incurs an industrial illness or disease arising out of and in the course of employment and where a claim has been made pursuant to the *Saskatchewan Workers' Compensation Act*, the following provisions will apply:
 - (i) For the period between the occurrence of the injury/illness and the acceptance of the claim by the *Saskatchewan Workers' Compensation Board*, the employee may access their sick leave credits.
 - (ii) Upon receipt of compensation benefits from the *Saskatchewan Workers' Compensation Board*, the employee will restore the sick leave credits used by repaying the Employer. Payment will be completed through a formal agreement between the employee, Employer and the *Workers' Compensation Board*. The Board will forward the amount owed directly to the Employer.
 - (iii) Should the injury or illness not be accepted as a compensable claim by the *Saskatchewan Workers' Compensation Board*, the sick leave used will not be repayable.

ARTICLE 11– MANAGEMENT RIGHTS

- 11.01 All the functions, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 11.02 The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and conditions of this Agreement.

ARTICLE 12 – STAFFING

12.01 Representative Workforce

- (a) The Union and the Employer are committed to developing and implementing a Representative Workforce Plan.
- (b) To this end the parties will establish a Joint Union Management Representative Workforce Committee (JUMRWC) that will meet quarterly, or as agreed to by the parties. There will be an equal number of Union and Employer representatives. Designated group member representation will be foremost considerations of the parties in the selection of their representatives.

- (c) Time spent on the JUMRWC by employees shall be considered time worked and paid for at straight time.
- (d) The JUMRWC will jointly provide input into the development and implementation of the Representative Workforce Plan. Input will include, but not be limited to, qualitative and quantitative measures and strategies to remove barriers and ideas to help achieve a representative workforce. Further, the committee will jointly assist in the coordination and communications of initiatives, participate in cultural diversity education and awareness for employees and the promotion of the Representative Workforce plan.
- (e) The JUMRWC will continue to strive to achieve a minimum of fifty (50%) percent indigenous employment for all in-scope levels. Once achieved, the minimum fifty (50%) percent level will be maintained.
- (f) The JUMRWC will address the representation of the other equity groups parallel to the requirement of Article 12.01 (e).
- (g) No employee shall be laid off, terminated or have their hours reduced as a result of any decision reached in the JUMRWC.
- (h) The Representative Workforce Plan and the required yearly reports will be submitted to the Committee for review when submitted to the Saskatchewan Human Rights Commission.
- (i) All expenses related to the development, implementation and monitoring of the Representative Workforce Plan shall be the responsibility of the Employer, save and except the salaries of people in the employ of the Union.

12.02 Promotions, Transfers and Demotions

- (a) Where the Employer creates and wishes to fill a new position, or to fill a vacancy in an existing position, or to fill a known vacancy of forty-five (45) days or longer, the Employer will post a notice of vacancy in the workplace and on the bulletin boards for a minimum of six (6) calendar days. The Employer may advertise to the general public simultaneously.
- (b) The notice shall specify the position, the knowledge, skills and ability required to do the job. The qualifications as determined by management must be relevant to the position. A job description will be made available on request.
- (c)
 - (i) The Employer agrees to fill positions within the bargaining unit from employees in the bargaining unit by seniority, provided the applicants have the necessary knowledge, skills and ability to perform the job.
 - (ii) In those instances where there are more qualified applicants than available positions, an eligibility list will be created and used to fill any subsequent vacancies for a **three (3) month** period.
- (d) When the JUMRWC determines vacancies are to be filled to comply with Article 12.01(e) or 12.01 (f), the seniority provisions of Article 12.02 (c) may be suspended.

- (e) (i) Existing employees appointed to a position under this article shall serve a qualifying period of three (3) months. This period may be extended upon mutual agreement of the parties.
- (ii) During their qualifying period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of shortcomings in order to correct deficiencies.
- (iii) Employees who fail their qualifying period will be reverted to their former position.
- (iv) An employee may request to be reverted anytime during the qualifying period.
- (v) An employee serving the qualifying period shall receive the permanent wage rate for the position.
- (f) A member of the bargaining unit who accepts a term position shall be returned to the position they occupied prior to taking the term position.

12.03 Reversion from Out of Scope Position

The parties agree that when an employee who has fulfilled the requirements of initial probation accepts a job with the Employer, but outside of this Agreement, they will be allowed to revert to their former in-scope position if:

- (a) they fail their probation period; or
- (b) they request to be reverted during the probation period.
- (c) their seniority is maintained but shall not accrue for the period in question.

This right may be extended beyond one calendar year from the date of the out-of-scope employment where mutually agreed to by the parties.

ARTICLE 13 – ACTING ASSIGNMENTS

13.01 An acting assignment means the assignment of an employee to a position on a temporary basis as follows:

- (a) Break coverage
 - (i) Where there is a requirement for an employee to provide break coverage, the senior employee on duty with the necessary qualifications will be assigned.
 - (ii) Given the temporary nature of such assignments and the limited duties performed, time spent in such an assignment will not be considered when filling term or permanent vacancies for the higher classification position.

- (b) Term assignments:
 - (i) Term acting assignments will be filled in accordance with Article 12. To be acting in a position, it is not necessary to perform all duties of that position, it is sufficient if they substantially perform the core duties of the position.
- (c) Short term or emergent assignments:
 - (i) An acting eligibility list will be established as per Article 12.02 (c)(i) for a period not to exceed twelve (12) months.
 - (ii) Short term or emergent acting assignments will be filled by employees on the acting assignment eligibility list.
 - (iii) In those situations where there are no employees available to work who are on the acting assignment list, the senior qualified employee on duty will be assigned.

13.02 An employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have their wage rate reduced.

13.03 An employee working in a temporary assignment of higher duties (TAHD) shall be paid the rate next higher to their current rate.

13.03 An employee exercising seniority rights to move to a lower paid classification will receive the non-probationary rate of the lower classification.

ARTICLE 14 – PROBATIONARY EMPLOYEES

14.01 New employees shall be on probation for a period of six (6) months. During their probation period, employees shall be entitled to all rights and benefits of this Agreement. Probationary periods may be extended upon mutual agreement of the parties.

14.02 During their probationary period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of shortcomings in order to correct deficiencies.

14.03 After the successful completion of the probationary period, the employee shall be so informed in writing.

14.04 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.

14.05 A part-time employee who has passed initial probation and is successful in gaining a full time appointment in the same job title will not be required to serve a second **qualifying** period.

ARTICLE 15 – SENIORITY

15.01 Seniority date shall be based on the date which employment commenced with the Employer.

15.02 Seniority and all service benefits shall be maintained and continue to accrue unless an employee:

- (a) resigns from the service of the Employer;
- (b) is discharged for just cause and is not reinstated;
- (c) is laid off and is not recalled within a twelve (12) month period;
- (d) fails to report for two (2) regularly scheduled shifts within a six (6) month period without notifying the Employer unless the employee has good and sufficient cause for failing to report for duty;

Note: regular scheduled shifts is understood to include scheduled shifts, approved transfer shifts and mutually agreed upon call-ins.

- (e) Appointment date will be adjusted forward for the lengths of all leaves greater than thirty (30) days granted under Article 8.03 (e) except those that are granted for education upgrading and training which provides instruction that is related to the employee's employment opportunities with the Employer.
- (f) retires in accordance with Employer policy.
- (g) is in an out-of-scope position for twelve (12) months.
- (h) a casual employee who has been contacted by the Employer and has declined or been unavailable to work for a period of ninety (90) days.

15.03 Seniority shall be administered on a bargaining unit wide basis unless otherwise specified in this Agreement.

15.04 A seniority list of employees shall include all employees in the bargaining unit and shall be revised semi-annually in January and June, subject to review. The list shall be posted on the Union bulletin boards.

15.05 In circumstances where two (2) or more employees have the same start date, their order of seniority shall be determined by lottery.

ARTICLE 16 – LAYOFF AND RECALL

16.01 The Employer may reduce the workforce. When reducing the workforce or recalling employees, the same shall be done on the basis of seniority. New employees shall not be hired until those laid off have been given an opportunity to be recalled.

16.02 The Joint Union Management Representative Workforce Committee (JUMRWC) will be assembled prior to any lay off proceedings to determine what impact, if any, these proceedings will have on the units' representative workforce. When the (JUMRWC) determines that the proceedings will impact the units' representative workforce in a negative manner, the JUMRWC members agree to consult with their principals to discuss alternate workforce adjustment plans to ensure a representative workforce is maintained.

- 16.03 Employees who are laid off may exercise their seniority to retain employment by bumping junior employees providing they have the necessary knowledge, skills and ability to do the job being bumped into and providing that Article 16.02 has not been enacted. Employees will have a time period of seven (7) days to decide whether they want to exercise this right.
- 16.04 Employees so displaced may exercise their seniority to retain employment by bumping junior employees providing they have the necessary knowledge, skills and ability to do the job being bumped into and providing that Article 16.02 has not been enacted. Employees will have a time period of seven (7) days to decide whether they want to exercise this right.
- 16.05 An employee who is permanently laid off shall remain an employee for one year and shall be recalled to service if a position becomes vacant for which they have the necessary knowledge, skills and ability.
- 16.06 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not layoff the employee without giving the employee at least the following notice or pay in lieu thereof:
- (a) one (1) week's written notice where their period of employment is more than three months but less than one year;
 - (b) two (2) weeks' written notice where their period of employment is one year or more but less than three years;
 - (c) four (4) weeks' written notice where their period of employment is three years or more but less than five;
 - (d) six (6) weeks' written notice where their period of employment is five years or more but less than ten years;
 - (e) eight (8) weeks' written notice where their period is ten years plus.
- 16.07 (a) When recalling employees, the same shall be done on the basis of seniority within an employee's classification.
- (b) If the Employer recalls all available employees within the classification and still has vacancies, the Employer shall recall laid off employees from other classifications if they possess the necessary knowledge, skills and ability to do the job.
- 16.08 When the Employer recalls an employee who has been laid off; the Employer shall attempt to notify the employee by phone. If contact cannot be made by telephone, the Employer shall notify the employee by registered letter addressed to that employee's last known address. Employees recalled shall report to the Casino and submit availability information, as required. It is the employee's responsibility to keep telephone and address information current. Failure to respond to a recall within seven (7) calendar days will constitute an end to the Employer – employee relationship and the employee will be removed from the recall list.

ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION BOARD

17.01 A grievance is any complaint or any dispute relating to the terms and conditions of employment submitted by the Union within thirty (30) days of the incident or alleged infraction.

17.02 The Employer and the Union agree that it is most desirable to resolve complaints and disputes through discussions between the employee and the supervisor. Both the Employer and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without having to refer to the following formal process.

17.03 Where an employee has been banned from the Casino the Union may move the grievance meeting off Casino property to a mutually acceptable venue.

Step 1: The grievance shall be taken up with the Operational Shift Manager or The Bank Shift Manager. The Operational Shift Manager or Bank Shift Manager shall render a written decision to the Union within seven (7) days. Union policy grievances and grievances that involve a dismissal or a suspension in excess of seven (7) days may begin at Step 2.

Step 2: Grievances not resolved in Step 1 may be submitted to the Director of Operations or Manager of Bank Operations who will render a written decision within seven (7) days.

If settlement is not achieved the Union may proceed to Step 3.

Step 3: A representative as designated by the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, shall consult with the Senior Vice President of Operations or Senior Vice President of Finance and IT of the Saskatchewan Gaming Corporation to attempt to achieve settlement.

If settlement is not achieved within a further seven (7) days the Union may submit the grievance to Arbitration.

Step 4: Written notice may be given by the Union that the grievance is proceeding to Arbitration. Within seven (7) days the parties shall appoint their members for the Board of Arbitration. Within a further seven (7) days the nominees shall appoint a Chairperson of the Board of Arbitration. In the event that the parties are unable to agree on a Chair, the Minister of Labour of the Province of Saskatchewan shall be requested to make an appointment.

Note: The time limits in the preceding process may be extended by mutual agreement between the parties provided that the requests for extensions are made prior to the expiry of the time limit.
Employees may have the benefit of representation by Union officials at any step of the grievance procedure.

The parties may agree to the appointment of a mediator to assist in resolving the grievance.

- 17.04** Any grievance not resolved or withdrawn during the course of the grievance procedure may be submitted by the Union to Arbitration as hereinafter provided. Should the parties mutually agree, mediation may be pursued.
- 17.05** The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper. Either party may make a request for mediation.
- 17.06** The Board of Arbitration in reaching its decision shall be governed by the provisions of this Agreement and shall not have the authority to change, alter, modify, amend or delete any of its provisions. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
- 17.07** Each party shall pay the fees and expenses of its nominee to a Board of Arbitration. Each party shall pay one-half (50%) of the fees and expenses of the Chairperson of the Board of Arbitration.
- 17.08** Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.
- 17.09** If the Arbitrator or Board of Arbitration finds that an employee has been discharged or otherwise disciplined by the Employer, the Arbitrator or Board of Arbitration may substitute such other penalty as seems just and reasonable in the circumstances.
- 17.10** When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides as soon as is practicable and render a decision as soon as possible after it has completed its hearing. The time limit may be extended by mutual agreement between the parties provided that the request for extension is made prior to the expiry of the time limit.

ARTICLE 18 – BENEFITS

18.01 The Employer will provide the following benefit programs (Canada Life Assurance Company):

- (a) Basic Group Life Insurance at 200% of the employee's salary. The Employer will pay any associated premiums for the first \$32,000.00 of salary, employees will pay any remaining premium.
- (b) Basic Group Accident Plan. The associated premiums to be paid by the Employer.
- (c) Long Term Disability. The Employer will pay 50% of all associated premiums and employees will pay 50% of all associated premiums.
- (d) RWDSU Dental Plan:

The Employer will pay all associated premiums for the RWDSU Dental Plan in effect as of January 31, 2013. In the event changes to the dental plan benefits result in an increase in premiums, the resulting premium increases shall be negotiated between the parties.

The Union shall:

- (i) Consult with the Employer on any proposed amendments or changes with respect to dental benefits.
 - (ii) Save the Employer harmless of any liability that may arise through the administration of the plan.
 - (iii) Provide the Employer with an audited statement of the plan annually.
- (e) Vision Care Plan, the Employer will pay all associated premiums.
- (f) Extended Health Plan, the Employer will pay all associated premiums. Administrative change to provide a Pay Direct drug card effective May 1, 2011.

18.02 Employee Wellness Allowance

The parties recognize that there is positive health benefits when employees participate in fitness activities. To this end, the Employer agrees to reimburse full-time employees to a maximum of two hundred and forty (\$240.00) per year upon submission of receipt(s). Part-time employees will receive a pro-rated amount based on the number of hours worked over the preceding six (6) month period.

The employee wellness allowance will be paid to permanent employees who have successfully completed their probationary period.

18.03 Pension

- (a) In addition to the Canada Pension Plan:

Every eligible employee will as a condition of employment, be enrolled in the Public Employees' Pension Plan. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

- (b) For the purpose of the Pension Plan only, an eligible employee shall be defined as any person who is a full-time employee or any employee who works less than full-time and in each of two consecutive calendar years:
- (i) earns not less than 35% of the Year's Maximum Pensionable Earnings with the respect to that employment; or
 - (ii) completes seven hundred (700) hours of employment with the Employer.

ARTICLE 19 – PREMIUM PAY AND ALLOWANCES

19.01 Transportation and Meals

- (a) Where an employee is requested by the Employer to use their personal vehicle for job-related purposes, the Employer will pay their mileage at the current SGEU/PSC Collective Agreement rates.

- (b) No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- (c) Time spent in Employer requested travel shall be considered time worked.
- (d) Where an employee is required to travel beyond the Moose Jaw city limits for job related purposes and where accommodations and/or meals are not provided, the Employer will pay for meals and accommodations in accordance with the SGEU/PSC Collective Agreement rates.
- (e) Employees who are on duty, may purchase food items from the Employer at 50 percent (50%) of regular menu cost. This discount will not be applicable to promotional items.
- (f) The Employer shall provide transportation, for Food and Beverage Servers and Bartenders (Sask Minimum Wage Board Order), whose shift ends after (12) midnight.

19.02 Uniforms

- (a) As long as the Employer requires employees to wear uniforms while at work, the Employer will provide and care for said uniforms at no cost to the employee.
- (b) Upon request for reimbursement as per the uniform (Shoe Allowance) policy, the Employer will provide to employees a shoe allowance of up to one hundred and fifty (\$150.00) dollars every two (2) years for the purchase of shoes appropriate to the uniform beginning the first of the month following the signing of this Agreement.

19.03 Call Back

- (a) If an employee is called back to the workplace on a designated holiday or on the employees' day of rest or after leaving the workplace subsequent to a normal work day, the employee will be paid a minimum of two (2) hours at the overtime rates in accordance with Article 6.02 for each call back.
- (b) Notwithstanding the above, an employee called out more than once during the two (2) hour period shall not receive any further overtime until the two (2) hour period has elapsed.
- (c) An employee called back to work shall be reimbursed at the rate of seven dollars and fifty cents (\$7.50) per call for travel expenses.
- (d) Travel time is considered time worked.

19.04 Standby

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

- (b) An employee on standby who reports for work shall be paid, in addition to the standby premium, compensation in accordance with the call back provisions of Article 19.03.

19.05 Weekend Night Shift Premium

- (a) Employees shall be paid a weekend night shift premium of one (\$1.00) dollar per hour for all regular hours worked between 8:00 PM and 6:00 AM on Fridays, Saturdays and Sundays (applies until 6:00 AM on Mondays).
- (b) Night Shift Premium – Security

The floor security officers will receive a one (\$1.00) dollar per hour shift premium for all hours worked between 3:00 AM and 7:00 AM.

ARTICLE 20 – GRATUITIES

20.01 For the purpose of this Agreement “gratuities” includes tips (which includes cash, credit card tips and SGC issued value chips).

20.02 Effective the date of signing of this Collective Agreement gratuities will be equally distributed to employees on a per hour worked basis. The calculation of employee’s share will be done by the payroll department in Regina as soon as practicable.

- (a) Gratuities collected in Moose Jaw will be counted and documented at Casino Regina, this information will be sent to the Payroll department in Regina as soon as practicable.
- (b) The Payroll department will complete a Tip Distribution process for each pay period.
 - (i) Total tips collected for a day minus (1% Missed Hours fee) divided by the total number of hours worked that day by Casino Moose Jaw employees equals gratuities per hour.
 - (ii) The hours worked by an employee each day will be multiplied by each day’s gratuity per hour total.
- (c) The Employer will prepare and post a bi-weekly report indicating the dates and hourly tip rates.

20.03 The Employer will provide gratuities on their regular salary payments with all normal statutory deductions deducted.

ARTICLE 21 – CLASSIFICATION AND PAY ADMINISTRATION

21.01 Classification

- (a) The Employer has the right to establish, delete and/or revise positions and job titles during the term of this Agreement. The Employer agrees to negotiate scope, rates of pay, hours of work and length of probation.

- (b) The Employer shall develop and maintain up to date and current written job descriptions for each job classification, and shall provide copies of those job descriptions to employees upon hiring, and after any significant change in the job duties. Where the Employer changes the duties of a job it shall provide the Union with a revised job description.
- (c) The parties agree to establish a joint classification committee. The role of the joint committee shall be to rate new jobs, and to review the ratings of jobs where the duties of the job have changed. The committee will also deal with appeals of job ratings arising from the initial job rating including the job evaluation plan and processes.
- (d) The committee will consist of up to four (4) representatives from each party (the committee will consist of equal numbers of Union and Employer representatives). The principles of job representation and gender balance will be foremost considerations of the parties in the selection of their representatives. Wherever possible, committee members will serve a term of no less than two (2) years.
- (e) Time spent by an employee on the joint classification committee shall be considered time worked and be paid at straight time.
- (f) An employee whose job has been re-rated because job duties have been substantially changed, may appeal the allocation to the joint committee. The committee will review the appeal and make a decision within thirty (30) days from the date of the appeal. The committee will also deal with appeals of the allocation of a position to a job classification.
- (g) Where the joint committee's decision on an appeal is not unanimous the issue may be submitted, by the Union, to a mutually agreed upon arbitrator. The arbitrator will hear evidence as soon as possible and render a written decision within thirty (30) days of the hearing. The arbitrator's jurisdiction will be limited to placing the employee within the existing pay plan.

21.02 Pay Administration

- (a) The wage schedule covering all employees occupying positions covered by this Collective Agreement shall be set out in Appendix "A" and shall form part of this Agreement. The Employer shall pay wages bi-weekly, by payroll deposit, in accordance with Appendix "A".
- (b) The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union.

ARTICLE 22 – STAFF TRAINING AND DEVELOPMENT

- 22.01 The Employer recognizes its responsibility to encourage development of staff skills, ability and qualifications.
- 22.02 Developmental opportunities will be posted on the bulletin boards for a minimum of seven (7) days and will invite interested employees to apply.

22.03 Attendance at any training that is required by the Employer after the employee is hired, shall be without cost to the employee and with pay. The training shall be scheduled during the employees working day, whenever possible. When the training is scheduled on the employee's day of rest, then the employee shall be paid at the applicable overtime rate.

ARTICLE 23 – JOB PERFORMANCE EVALUATION

(Full-time and Part-time Employees)

23.01 The parties recognize that job performance evaluation is a valuable tool for both the Employer and employees to assess and maintain an acceptable level of work performance. When a formal evaluation of an employee's performance is made, the employee concerned will be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form. The employee performance evaluation shall allow the employee to attach their written comments regarding the evaluation to the evaluation form.

23.02 The employee performance evaluation shall allow the employee to state their comments regarding the evaluation and any training needs.

23.03 The Employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the Employer will point out the employee's strengths and weaknesses in each area of evaluation.

23.04 A final copy of the employee's performance evaluation shall be given to the employee and placed on the employee's personnel file. An employee who disagrees with the performance evaluation, may grieve it.

ARTICLE 24 – DISCIPLINE

24.01 Employees will be advised of their right to have a Union official present when any discipline is to be administered. Any disciplinary document placed on an employee file shall be forwarded to the Union. **It should be understood the Union must receive copies of "letters of expectations" which are frequently given to staff.**

24.02 Should the Employer dismiss or suspend an employee, the Union and the employee shall be advised with one (1) day notice prior to the meeting and promptly advised in writing by the Employer of the reason for said disciplinary action.

24.03 When the Employer wishes to meet with an employee for the purpose of discussing unsatisfactory work performance or conduct by the employee for the purpose of discipline, the Employer will advise the employee that they have the right to have a Union representative present.

24.04 Disciplinary documents shall be removed from an employee file after a period of one (1) year providing there are no other disciplinary documents placed on the file within that one (1) year period.

24.05 An employee shall have access to their personnel file upon request and in the presence of an Employer representative, and may receive a copy of any documents they wish which relates to them. If an employee consents in writing the Union representative may have the same right as the employee.

ARTICLE 25 – LABOUR MANAGEMENT RELATIONS COMMITTEE

25.01 The Employer and the Union agree to co-operate in the establishment of a joint Union/Management Consultation Committee composed of two members provided by each of the Employer and the Union. Other representatives may be added from time to time. The object of this Committee shall be to provide and facilitate co-operation and participation in bringing forward ways and means of improving productive efficiency, providing for a fuller understanding of Union and Management relations and maintaining harmonious mutual relations between the parties.

25.02 The Committee will have Union and management co-chairs.

25.03 Upon the request of either chair, the committee will meet. An agenda will be established five (5) days prior to the meeting with agreement that items of an urgent nature can be added. Quorum will be 50% of both parties committee members.

25.04 Meetings shall be scheduled during working hours and shall be on a quarterly basis unless otherwise agreed between the parties. Employee representatives employed by the Employer shall be paid by the Employer at straight time.

ARTICLE 26 – GENERAL

26.01 No employee shall be held responsible for cash shortages unless the employee has sole access to the cash register or float and is given the opportunity to be present and participate in the cashing out of the respective cash register and/or float.

26.02 The Employer shall pay all costs associated with the printing of new Collective Agreements and agrees to supply each employee with a copy within one (1) month after receipt from the printer.

26.03 Employee Parking

Employees will be supplied parking. Employees who make use of this benefit will be subject to Federal Government Income Tax provisions.

26.04 Post Resignation Meeting

An employee who resigns may request a meeting with an Employer representative to state the reasons for their resignation. If an employee requests such a meeting, the Employer representative shall comply within ten (10) calendar days.

26.05 Civil Liability

(a) Employees will be insured by the Employer for professional liability for any legal action or proceeding brought against the employee, for acts within the scope of employment, subject to:

- (i) the approval of the insurer; and
 - (ii) the terms and conditions specified in the professional liability insurance policy.
- (b) The employee shall immediately advise the Employer of any legal action brought against the employee or of any notification of a legal process in which the employee is involved for acts referenced in Article 26.05 (a).

ARTICLE 27 – NO STRIKES OR LOCKOUTS

27.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.

27.02 The Union agrees there will be no strike, work stoppage, or slow down during the term of this Agreement.

ARTICLE 28 – DURATION

28.01 This Agreement shall be effective from the **1st day of October, 2018 to the 30th day of September, 2023** and thereafter from year to year, however either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

28.02 Where written notice has been given pursuant to Article 28.01 the provisions of this Agreement will remain in effect until a new Agreement is concluded.

28.03 All Articles of this Agreement shall take effect on the date of signing unless otherwise specified.

Dated at the City of Moose Jaw this **5th day of October, 2020.**

SASKATCHEWAN GAMING
CORPORATION

RETAIL WHOLESALE DEPARTMENT
STORE UNION

"Guido Maclede"

"Paul Guillet"

"Blaine Pilatzke"

"Kathy Phillips"

"Michelle Harmon"

"Phil Rose"

"MichaelOwolagba"

"Melissa Patterson"

"Wendy Behm"

APPENDIX "A"

Casino Moose Jaw
 Salary Schedule – Wage Rates
Effective October 1, 2018 to September 30, 2019
0%

Job Banding	Job Grouping	Probation	Regular
<225			
225 (to 314)		\$14.73	\$16.11
315 (to 404)	Parking Lot Attendant	\$15.88	\$17.25
405 (to 494)	Cashier Dealer I Food & Beverage Attendant Slot Attendant	\$16.69	\$18.07
495 (to 584)	Customer Service Rep Dealer II Floor Security Shipper Receiver Short Order Cook	\$17.51	\$18.88
585 (to 674)	Senior Cashier Food and Beverage Shift Supervisor Chef de Partie	\$18.31	\$19.70
675 (to 764)	Maintenance Mechanic I Senior Slot Attendant Table Games Supervisor	\$23.38 \$19.15 \$19.15	\$24.73 \$20.50 \$20.50
765 (to 854)	Casino Technician II Maintenance Mechanic II	\$25.75 \$26.22	\$27.09 \$27.57
855 (to 944)			

APPENDIX "A"

Casino Moose Jaw
 Salary Schedule – Wage Rates
Effective October 1, 2019 to September 30, 2020
0%

Job Banding	Job Grouping	Probation	Regular
<225			
225 (to 314)		\$14.73	\$16.11
315 (to 404)	Parking Lot Attendant	\$15.88	\$17.25
405 (to 494)	Cashier Dealer I Food & Beverage Attendant Slot Attendant	\$16.69	\$18.07
495 (to 584)	Customer Service Rep Dealer II Floor Security Shipper Receiver Short Order Cook	\$17.51	\$18.88
585 (to 674)	Senior Cashier Food and Beverage Shift Supervisor Chef de Partie	\$18.31	\$19.70
675 (to 764)	Maintenance Mechanic I Senior Slot Attendant Table Games Supervisor	\$23.38 \$19.15 \$19.15	\$24.73 \$20.50 \$20.50
765 (to 854)	Casino Technician II Maintenance Mechanic II	\$25.75 \$26.22	\$27.09 \$27.57
855 (to 944)			

APPENDIX "A"

Casino Moose Jaw
 Salary Schedule – Wage Rates
Effective October 1, 2020 to September 30, 2021
1%

Job Banding	Job Grouping	Probation	Regular
<225			
225 (to 314)		\$14.88	\$16.27
315 (to 404)	Parking Lot Attendant	\$16.04	\$17.42
405 (to 494)	Cashier Dealer I Food & Beverage Attendant Slot Attendant	\$16.86	\$18.25
495 (to 584)	Customer Service Rep Dealer II Floor Security Shipper Receiver Short Order Cook	\$17.69	\$19.07
585 (to 674)	Senior Cashier Food and Beverage Shift Supervisor Chef de Partie	\$18.49	\$19.90
675 (to 764)	Maintenance Mechanic I Senior Slot Attendant Table Games Supervisor	\$23.61 \$19.34 \$19.34	\$24.98 \$20.71 \$20.71
765 (to 854)	Casino Technician II Maintenance Mechanic II	\$26.01 \$26.48	\$27.36 \$27.85
855 (to 944)			

APPENDIX "A"

Casino Moose Jaw
 Salary Schedule – Wage Rates
Effective October 1, 2021 to September 30, 2022
1.5%*

Job Banding	Job Grouping	Probation	Regular
<225			
225 (to 314)		\$15.10	\$16.52
315 (to 404)	Parking Lot Attendant	\$16.28	\$17.68
405 (to 494)	Cashier Dealer I Food & Beverage Attendant Slot Attendant	\$17.11	\$18.52
495 (to 584)	Customer Service Rep Dealer II Floor Security Shipper Receiver Short Order Cook	\$17.95	\$19.35
585 (to 674)	Senior Cashier Food and Beverage Shift Supervisor Chef de Partie	\$18.77	\$20.20
675 (to 764)	Maintenance Mechanic I Senior Slot Attendant Table Games Supervisor	\$23.97 \$19.63 \$19.63	\$25.35 \$21.02 \$21.02
765 (to 854)	Casino Technician II Maintenance Mechanic II	\$26.40 \$26.88	\$27.77 \$28.26
855 (to 944)			

*.5% increase in Employee/Employer Pension Contribution

APPENDIX "A"

Casino Moose Jaw
 Salary Schedule – Wage Rates
Effective October 1, 2022 to September 30, 2023
2%

Job Banding	Job Grouping	Probation	Regular
<225			
225 (to 314)		\$15.40	\$16.85
315 (to 404)	Parking Lot Attendant	\$16.60	\$18.04
405 (to 494)	Cashier Dealer I Food & Beverage Attendant Slot Attendant	\$17.45	\$18.89
495 (to 584)	Customer Service Rep Dealer II Floor Security Shipper Receiver Short Order Cook	\$18.31	\$19.74
585 (to 674)	Senior Cashier Food and Beverage Shift Supervisor Chef de Partie	\$19.15	\$20.60
675 (to 764)	Maintenance Mechanic I Senior Slot Attendant Table Games Supervisor	\$24.45 \$20.02 \$20.02	\$25.86 \$21.44 \$21.44
765 (to 854)	Casino Technician II Maintenance Mechanic II	\$26.93 \$27.42	\$28.33 \$28.83
855 (to 944)			

APPENDIX "B"

Part-Time Availability Form

Name: _____

Date: _____

Position: _____

Please record your earliest start time and latest finish time for each day of the week.

Remember, a condition of employment is that you must be available to work Friday and Saturday.

Employees hired after March 31, 2019 are not permitted to restrict their availability on Sunday.

	Earliest Available Time	Latest Finish Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		Close
Saturday		Close
Sunday		

Employees may only submit changes to their availability once per quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 - December 31) 5 weeks prior to the effective date of the new schedule. Employees will be allowed one (1) additional request outside of quarterly periods.

Are you available to do call-ins? Yes _____ No _____

Please check the following box if you would prefer to have a minimum of one * weekend off per 28-day schedule.

*A weekend is any Friday / Saturday or Saturday / Sunday Combination.

**Please note that restricting your availability on weekends or any day of the week will effectively reduce your scheduled hours for the scheduling period.

Effective Date: _____

Employee Signature: _____

Department Manager's Signature: _____

LETTER OF UNDERSTANDING #1

Between: The Saskatchewan Gaming Corporation (Casino Moose Jaw), hereafter referred to as the "Employer"

And: Saskatchewan Joint Board Retail, Wholesale and Department Store Union, hereafter referred to as the "Union"

Re: Bidding Process for Vacant Shifts

The parties agree to a one (1) year trial period for the use of a bidding process for vacant shifts and statutory holiday weeks. The Hours of Work Committee shall review this process at six (6) months and after one (1) year, to determine whether the trial should continue for the life of the Collective Agreement.

It is agreed that the shift bidding process shall involve the following processes:

1. Employees shall print their name and department on the bid sheet.
2. The employees shall print the date of the shift they want as well as the job (dealer, bartender, slot attendant etc...) and the start and end times.
3. Employees must sign the form in order for the bid to be accepted.
4. When employees have filled out the form they will put it in the locked box.
5. The bid sheet will be put up Thursday of every week
6. On Monday the bids will be collected and the shifts given first to staff who bid on them according to seniority within the job group or senior cross-trained thereafter.
7. Awarded shifts sheet will be placed in the glass casing by the end of Monday.
8. It will be employees' responsibility to come in and check this sheet to see if they were successful in their bids.
9. Declaration of availability will not be considered when employees bid on a shift. If an employee bids on a shift it is assumed that they are available to work that shift on that particular day.
10. All shifts that have been awarded will be considered scheduled shifts and employees are expected to work them.

Signed this 5th day of October, 2020.

**SASKATCHEWAN GAMING
CORPORATION**

"Blaine Pilatzke"

**RETAIL WHOLESALE
DEPARTMENT STORE UNION**

"Paul Guillet"

LETTER OF UNDERSTANDING #2 – Cross-Training

BETWEEN: The Saskatchewan Gaming Corporation (Casino Moose Jaw), hereinafter referred to as the "Employer"

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter referred to as the "Union"

The parties are committed to a process that facilitates the application of Article 6.01(e) and the maximization of employment opportunities and access to additional hours through employment in multiple job groups. To these ends, Cross-trained employees are those employees who have appointed to another job classification other than their home classification as follows:

1. Cross-training shall apply to the following job classifications: Parking Lot Attendant, Food & Beverage Attendant, Cashier, Dealer I, Slot Attendant, Customer Service Rep, Dealer II, Floor Security, Shipper Receiver, and Short Order Cook subject to an employee's ability to obtain and maintain for the duration of employment a Certificate of Registration from the Saskatchewan Liquor and Gaming Authority.
2. Cross-training opportunities shall be offered as follows:
 - (A)
 - (i) Cross-training opportunities will be determined by the Employer based on operational needs and shall be posted as *Cross-Training Expression of Interest* which shall specify the job group, the knowledge, skills and ability required to qualify for the cross-training opportunity.
 - (ii) Cross-training shall be offered by seniority to Part-Time employees who apply and who are already employed within the job groups as set out in Clause 1 above provided the employee has the necessary knowledge, skill and ability as identified in the *Cross-Training Expression of Interest*.
 - (iii) Employees appointed to a cross-trained assignment shall serve a qualifying period of three (3) months. This period may be extended upon mutual agreement between the parties.
 - (B) Employees who are appointed to a new position or vacancy in accordance with Article 12 – Staffing, will have the option to be considered Cross-Trained in the employee's previous classification. The employee shall elect the option at the time of appointment to the new classification.
3. Available shifts will be filled in accordance with Article 6.01 (e).
4. An employee who declines or is unavailable for an available shift within the employee's Part-Time position shall be deemed to be unavailable to work in the employee's cross-trained job group where the start and end times are the same.
5. Article 13 shall not apply to cross-trained shifts. An employee who works in a cross-trained shift shall be paid the permanent wage rate for the job group.

6. Probationary employees as defined at Article 14 of the Collective Bargaining Agreement shall be considered for Cross-training opportunities. In such cases they shall be paid at the probationary wage rate for the job group being filled.

Signed this 5th day of October, 2020.

**SASKATCHEWAN GAMING
CORPORATION**

"Blaine Pilatzke"

**RETAIL WHOLESALE
DEPARTMENT STORE UNION**

"Paul Guillet"

LETTER OF UNDERSTANDING #3 – SHIFT GIVEAWAY

BETWEEN: The Saskatchewan Gaming Corporation (Casino Moose Jaw), hereinafter referred to as the "Employer"

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter referred to as the "Union"

The parties are committed to facilitate processes that provide for more flexibility in employee work schedules. To this end, shift give-aways shall be applied as follows:

1. When giving away shifts, the scheduled employee is responsible for finding their own replacement. The replacement employee must be qualified to perform the work.
2. Providing there is no increased cost to the Employer, employees will be permitted to give away shifts for which they are scheduled after written approval has been granted by the manager responsible for scheduling. Such approval shall not be unreasonably withheld.
3. It is understood that when shifts are given away via the process as set out in this Letter of Understanding the Employer will not be required to replace the hours given away.

Signed this 5th day of October, 2020.

**SASKATCHEWAN GAMING
CORPORATION**

"Blaine Pilatzke"

**RETAIL WHOLESALE
DEPARTMENT STORE UNION**

"Paul Guillet"
