

# COLLECTIVE AGREEMENT

-BETWEEN-

SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION



-AND-

SASKATCHEWAN GAMING CORPORATION  
CASINO REGINA



February 7, 2018 – February 6, 2023

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This Agreement is entered into this the **30<sup>th</sup>** day of **September, 2020**.

BETWEEN: The Saskatchewan Gaming Corporation, Casino Regina  
(Food and Beverage) 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

- 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 It is a further purpose to promote the efficient operations and harmonious relations between the Employer and the Union.

#### ARTICLE 2 – DEFINITIONS

The use in this Agreement of:

- (a) **"Fiscal Year"** – the period from **April 1<sup>st</sup> of one year to March 31<sup>st</sup> of the next year.**
- (b) "casual employee" shall mean any employee who works on a "call as needed" basis who is used where no full-time or part-time employee is available to perform work of a casual or emergent nature;
- (c) "employee" or "employees" shall mean any person or persons covered by this Agreement;
- (d) "Employer" – Saskatchewan Gaming Corporation;
- (e) "full-time employee" shall mean any employee who works eight (8) hours per day, forty (40) hours per week;
- (f) "part-time employee" shall mean any employee who works less than eight (8) hours per day, forty (40) hours per week;
- (g) "permanent employee" shall mean any employee who has completed initial probation and possesses seniority rights'
- (h) "probationary employee" shall mean any employee who is on initial probation and possesses no seniority rights;

- (i) "Qualifying Period" – evaluation period when an employee is appointed to a job other than the one in which initial probation was served.
- (j) "this Agreement" shall mean this collective bargaining Agreement;

### ARTICLE 3 – SCOPE, UNION RECOGNITION AND SECURITY

#### 3.01 Scope

This Agreement shall cover all employees who work in the Food and Beverage Service at Casino Regina except for the following: Director of Food and Beverage, Food and Beverage Shift Managers, Executive Chef, Administrative Assistant, Sous Chef and Manager of Food and Beverage Services.

#### 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 unit work except in case of an emergency or unforeseen circumstances.
- (c) 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.
- (d) The Employer shall not enter into any written or verbal agreement with any employee which may conflict with the terms of this Agreement.

#### 3.03 Union Security

- (a) Every employee who is now or hereafter becomes a member of the Union shall maintain their 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 currency of information.
  - (ii) names, addresses, telephone numbers, job title and effective dates of all employees who have been terminated or been hired.
  - (iii) names and new job titles of any employees who have 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 Union Representative Visits

- (a) Subject to operational considerations, an authorized representative or executive officer of the Union shall be permitted to attend the Employer's premises at any time for purposes of dealing with Union matters. In all cases management will be advised prior to the visit.

### ARTICLE 4 – INFORMATION AND NOTICE 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 advise all newly hired employees of the existence of the Union and make copies of the Collective Agreement available.

#### 4.02 Notice Boards

- (a) The Employer agrees to provide suitable space on existing notice boards for the purpose of posting notices of interest to the employees. These spaces will be for the exclusive use of the Union. The Employer will provide three (3) bulletin boards for posting such notices.

## 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 bonafide occupational requirement.
- 5.03 The Employer accepts that it has a primary responsibility to prevent and to stop discrimination on the basis of the grounds 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 toward 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 complaint.
- 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 from harassment. No form of sexual, personal or other harassment shall be allowed in the work place 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, age, 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 reasonably to 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 purposes 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 an 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) The parties will evaluate the schedule in January and July of every year with the view of maximizing blocks of thirty (30) hours or more.

- (b) (i) The Employer will post a schedule containing all individual blocks of thirty (30) hours or more per week. Current employees within current job titles may bid on a block and shall be appointed based on seniority. Appointment to a block implies a declaration of availability. Employees appointed to the block shall be guaranteed pay for no less than thirty (30) hours per week (except for non-payable absences). Employees appointed to a block of thirty (30) or more hours will be available to work forty (40) hours if needed.
- (ii) Block schedules will (except when mutually agreed) only be altered with four (4) weeks notice. Re-posting of the altered shifts will occur only if affected individual(s) cannot accommodate the change(s).
- (c) (i) All hours outside of the blocks in Article 6.01 (b) will be assigned on the basis of seniority and availability through the following process (each step must be fully exhausted before moving onto the next):
  - (1) most senior available employee within the job group
  - (2) probationary employees (employees still serving initial probation)
  - (3) senior qualified cross-trained employees (employees who have been fully trained in another job, other than their home classification)
  - (4) casual employees
- (ii) employees shall be scheduled or called in for a minimum of three (3) hours at their regular hourly rate.
- (iii) these hours will be posted at least two (2) weeks in advance.
- (iv) Part-time employees who are not currently assigned to a block will provide a declaration of availability. Employees will be allowed to change their availability up to four (4) times per calendar year. Back to back availability changes will not be accepted however the Employer may consider emergent requests.
  - (1) Employees with a hire date of January 26, 1996 up to and including February 7, 2002 will be permitted to restrict availability on Friday, Saturday and Sunday.
  - (2) Employees with a hire date of February 8, 2002 up to and including November 6, 2007 will be permitted to restrict availability on Friday, Saturday and Sunday provided they designate availability for a minimum of twenty-four (24) hours and at least one shift on Friday, Saturday and Sunday.
  - (3) Employees with a hire date of November 7, 2007 and thereafter must declare availability at minimum from 17:00 to close on Friday, open availability on Saturday and open to a minimum of 18:30 on Sunday.

- (v) changes to an employee's availability or status will become effective the following schedule posting and the employee will complete all scheduled shifts in the existing schedule.
- (vi) Upon exhausting all available options to schedule and call-in employees in accordance with Article 6.01 (c), the Union will allow the Employer to schedule part-time employees outside the employee's declared availability, in reverse order of seniority.
- (d) With prior approval of the Employer, employees shall be allowed to switch shifts and to have time off from work on short notice.
- (e) A copy of the time sheets and schedules shall be forward to the Union on a bi-weekly basis to correspond with pay periods.
- (f) Employees shall have two (2) consecutive days of rest per week and shall not be scheduled for more than five (5) consecutive shifts, except during the week of a change of availability, when this clause may be waived by the employee.
- (g) Employees shall be called in, in order of seniority within the job title, providing they are declared available for the shift.
- (h) Should the Employer increase or decrease its hours of operation, the parties agree to discuss the impact this may have on the Employer and employees.

#### 6.02 Meal Breaks and Rest Periods

- (a) Employees shall be entitled to one (1) fifteen (15) minute paid rest period within each three (3) hours of work. The Employer shall make every effort to schedule rest periods at the times requested by employees. Employees who were not able or permitted to use these breaks will be paid the extra time in lieu of the break(s).
- (b) Employees shall be entitled to one unpaid meal break of thirty (30) minutes per shift within every five (5) consecutive hours of work. In the event of unexpected, unusual or emergency circumstances or if it is not reasonable for the employee to take a meal break, the employee shall be permitted to eat in a designated location determined by the Employer while working.
- (c) Such breaks shall be taken at a time which takes into account demands of the business and at times approved by the Employer. Employees required to be on call during their meal breaks shall be paid at their regular rate of pay.

#### 6.03 Overtime

- (a) All overtime shall be voluntary and only worked after authorization by the Employer.
- (b) Employees shall be assigned overtime in order of seniority amongst the employees on duty within the job title when overtime of less than three (3) hours is requested during a scheduled shift. 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

overtime is requested shall be afforded the overtime based on their seniority and ability to perform the available work. For overtime shifts three (3) hours or longer, employees not on duty within the job title when overtime is required shall be assigned overtime in order of seniority.

- (c) Overtime shall be payable at the rate of time and one-half (1 ½) after eight (8) hours in a day or forty (40) hours in a week.
- (d) Any employee who works overtime not consecutive with their regular hours of work shall be paid a minimum of three (3) hours at overtime rates of pay.

#### 6.04 Banked Overtime

- (a) Employees shall have the choice to bank their overtime pay or have it paid in each pay period. Employees shall select their choice in writing once per year in January. Employees may access banked overtime 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 overtime pay shall be paid to the employee in the last pay period prior to December 24.

6.05 Employees who wish to maximize their hours by working more than eight (8) hours in a twenty-four (24) hour period but not more than eight (8) hours in a gaming day (4:00 a.m. to 4:00 a.m.) without the payment of overtime shall be entitled to sign a waiver to that effect. Employees shall be guaranteed a minimum of eight (8) hours rest between shifts. Employees wishing to cancel their waiver must provide two (2) weeks written notice.

### ARTICLE 7 – PAID STATUTORY HOLIDAYS

7.01 The following days shall be considered paid holidays with no deductions in pay:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one other additional day per year to be designated annually.

The parties agree that other religious or culturally significant days may be substituted for any of the above. Administration of this provision shall be subject to discussion and negotiation in the Union/Management Consultation Committee provided in Letter of Understanding #1.

Note: For the term of this Agreement, December 24<sup>th</sup> shall be the annually designated statutory 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. Full-time employees, whose regular day off falls on a statutory holiday shall have another day off scheduled in lieu of the statutory holiday. That day in lieu shall be without pay (Article 7.03) and will be scheduled within the forty (40) hour week in which the statutory holiday fell. All hours worked beyond thirty-two (32) will be paid at the rate of time and one-half.

- 7.03 In each pay period the Employer will pay each employee an amount equal to 5.00% of their salary for that period. Employees shall have the choice to bank their statutory pay or have it paid in each pay period. Employees shall select their choice in writing once per year in January. Employees may access banked statutory 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 statutory pay shall be paid to the Employee in the last pay period prior to December 24.
- 7.04 Should employees perform work on any of the statutory holidays in 7.01 or 7.02, they shall receive in addition to their holiday pay, one and one-half (1 ½) times their regular rate for all hours worked on the day.

**Note: For the purposes of statutory pay all hours will be allocated to the date in which the employee's shift started.**

- 7.05 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.

Overtime assignments as described in 7.04 and 7.05 shall be assigned in accordance with the provisions in Article 6 – Hours of Work and Overtime.

#### 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 any loss of pay by reason of time spent on the investigation and negotiations of grievances or disputes. The employee and employee's representative shall obtain permission of their immediate supervisor(s) before leaving their work area. Such permission shall not be unreasonably withheld.
- (b) (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 employees are 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 four (4) employees for up to five (5) days on any one occasion. Leave under this Article shall be authorized by the Senior Management in each department, based on operational requirements.
- (iii) Upon forty-eight (48) hours 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 forty-eight (48) hour notice requirement may be waived in emergent circumstances.

- (c) The following provisions shall apply for 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 normal deductions during such leave.
  - (ii) The Union will reimburse the Employer the full cost of such earnings.
  - (iii) The amount owing the Employer will be invoiced to the Union on a quarterly basis. The Union will reimburse the Employer within thirty (30) days of receiving the invoice.

## 8.02 Paid Leaves

- (a) Annual Vacations
  - (i) Employees shall be entitled to accrue vacation pay as follows:
    - (1) less than eight (8) years of service, 3/52 of gross earnings;
    - (2) after eight (8) years of service up to and including the completing of fifteen (15) years of service, 4/52 of gross earnings;
    - (3) after fifteen (15) years of service up to and including twenty-two (22) years of service, 5/52 of gross earnings;
    - (4) after twenty-two (22) years of service, 6/52 of gross earnings.
  - (ii)
    - (1) Full and Part-time employees on vacation leave shall receive vacation pay based on their accrued vacation pay as outlined in Article 8.02 (a) (i).
    - (2) Casual employees will receive vacation pay as outlined in Article 8.02 (a) (i), with each pay.
  - (iii) Employees shall be entitled to annual vacation leave as follows:
    - (1) less than eight (8) years of service, an annual leave of three (3) weeks;
    - (2) after eight (8) years of service up to and including the completion of fifteen (15) years of service, an annual leave of four (4) weeks;
    - (3) after fifteen (15) years of service up to and including twenty-two (22) years of service, an annual leave of five (5) weeks;

- (4) after twenty-two (22) years of service, an annual leave of six (6) weeks.
  - (iv) Employees who become ill or require compassionate leave during their vacation period shall be credited with extra vacation time equivalent to the time used by supplying appropriate evidence of such need.
  - (v) When a holiday as outlined in Article 7 occurs during an employee's vacation period, the Employer shall grant an extra day consecutive with the employee's regular vacation. The employee will have the option to waive the extra day consecutive with the employee's regular vacation in which case the employee's vacation bank will not be reduced and the employee will be permitted to take vacation on another agreed upon date.
  - (vi) Vacation schedules shall be posted on **January** 1 each year. Employees shall indicate their preference by **February** 1 and the Employer shall approve and post the schedule by December 1. In the case of conflict, the senior employee(s) will be given priority over junior employee(s). The schedule will only be altered in **extraordinary situations**.
  - (vii) When employment of an employee terminates, the Employer shall pay, in addition to all other amounts due the employee, all vacation pay earned but not received.
  - (viii) Vacation pay will be paid to all employees through regular payroll process prior to vacation, subject to Articles 8.02 (a) (ix) and 8.02 (a) (x).
  - (ix) Employees shall be entitled to leave with pay to the extent of their earned entitlement but, when requested, an employee who has completed twelve (12) months of service shall receive an advance on credits up to a maximum of forty (40) hours for the calendar year. Part-time employees shall receive an advance prorated.
  - (x) Where an employee has not used all of their vacation leave with pay, the employee shall be entitled to carry over up to fifteen (15) days to the following calendar year. Carry over beyond fifteen (15) days shall be by mutual consent.
- (b) Sick Leave
- (i) Employees shall accrue sick leave credits based on one (1) day for each full month of employment or a pro-rated amount for partial months worked. Part-time employees shall earn sick leave credits based on 173.33 hours worked. Unused sick leave credits shall accumulate from year to year.
  - (ii) Employees absent from work due to illness shall be paid by deduction from their sick leave credit accumulation to the extent earned.
  - (iii) The Employer reserves the right, in the event of application for sick leave to require a medical certificate. The cost of such medical certificate in excess of

that paid for under the Saskatchewan Health Services Plan shall be borne by the Employer.

(c) Jury and Witness Leave

Employees summoned to jury duty, or a sentencing circle or subpoenaed as a witness for the Crown shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they been scheduled to work on such days. It is agreed that the obligation to pay the wage difference shall not exceed thirty (30) days in any one (1) calendar year. Upon receipt, employees are to provide copies of summons and subpoenas to the Employer to be eligible for this clause.

(d) Compassionate Leave

(i) Compassionate leave of absence with pay of up to three (3) days shall be granted (if the employee is scheduled to work) to an employee in case of death or imminent death or serious illness of family members. Immediate family shall mean spouse (including common-law and same sex partners), children, parent, and father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandchild, grandparent, cousin, and any relative permanently residing in the employee's household or with whom the employee resides. Further leave of up to two (2) days without pay may be granted on a case by case basis.

(ii) Compassionate 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 ceremony or event related to the death.

8.03 Unpaid Leaves

(a) Compassionate Care Leave

Employees may apply for compassionate care leave of up to six (6) weeks without pay. The application shall be in writing and shall state why the employee is requesting leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted by the Employer. The employee may be eligible for Employment Insurance Compassionate Care Benefits from *Human Resources and Skills Development Canada*.



(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 on the certificate due to a miscarriage or a stillbirth.**
  
- (iii) **Where determined by a qualified medical professional, the Employer must modify an employee's 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 practical 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) **The employer shall provide maternity leave allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.**
  - (ix) **An employee granted maternity leave must provide four (4) weeks' notice to the Employer of their intention to resume employment.**
  - (x) **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.**
- (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 following 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 caregiver. There are two (2) 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 (2) 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 Article 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 leave allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.**
- (d) **Paternity/Adoption Leave**

Upon completion of twenty (20) weeks of service within the previous fifty-two (52) weeks, employees shall be granted six (6) weeks paternity leave without pay.

  - (i) **Employees shall notify the Employer two (2) weeks in advance of their return.**
  - (ii) **On return from paternity leave, the employee shall return to his former position.**

(iii) The Employer shall provide adoption leave allowance and benefits in accordance with the Saskatchewan Gaming Corporation policy.

(e) Leave Without Pay (General)

Upon completion of one (1) year of employment, an employee may be granted leave of absence without pay for education upgrading or training, foster parenting or for other reasons.

(f) Armed Forces Leave

Employees who serve in the Canadian Armed Forces shall be allowed leave to fulfill their obligations. Upon completion of the tour of duty they shall be returned to the position held before such leave without loss of seniority and benefits.

**(g) Domestic Violence**

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

ARTICLE 9 – HEALTH AND SAFETY, WORKERS' COMPENSATION, DUTY TO ACCOMMODATE

9.01 Occupational Safety and Health

- (a) The Employer shall provide for the safety and health of its employees.
- (b) The Employer shall provide a suitable number of first aid kits properly supplied throughout the workplace.
- (c) The parties agree to set up a Joint Occupational Health and Safety Committee in compliance with the *Saskatchewan Employment Act*. Recommendations of the Committee shall be referred to the Employer for action.

The parties recognize that Health and Safety is a joint responsibility. 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 workplace.

- (d) 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.
- (e) 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.

- (f) The Employer shall provide all special safety equipment and clothing required by any federal or provincial legislation for employees to carry out their duties.
- (g) The Employer shall replace an employee's clothing that is destroyed during the normal performance of their duties. This does not include clothing that is destroyed as a result of normal wear and tear over a period of time.
- (h) The Union shall provide three (3) members to this committee.

#### 9.02 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:
  - (b) 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.
  - (c) 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.
  - (d) 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.

#### 9.03 Duty to Accommodate

- (a) The Employer, the Union and the employee agree to make every reasonable effort short of undue hardship to provide suitable employment to employees who are temporarily or permanently unable to return to their regular duties in compliance with any relevant legislation.
- (b) The Employee is responsible for providing to the Employer and the Union any medical information required to meet the accommodation.

### ARTICLE 10 – MANAGEMENT RIGHTS

- 10.01 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.
- 10.02 The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and conditions of this Agreement.

## Article 11 – STAFFING

### 11.01 Representative Workforce

- (a) The Union and Employer are committed to the co-development and implementation of a Representative Workforce Plan.
- (b) To this end the parties will establish a Joint Representative Workforce Committee that will meet quarterly, or as agreed to by the parties. The Union will appoint up to three (3) representatives to participate on the Committee. There will be an equal number of Union and Employer representatives.
- (c) Time spent on the Representative Workforce Committee by employees shall be considered time worked.
- (d) The Representative Workforce Committee 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 Representative Workforce Committee will continue to strive to achieve the requirement of fifty (50) percent indigenous employment for all in-scope levels. Once achieved, the fifty (50) percent level will be maintained.
- (f) The Representative Workforce Committee will address the representation of the other equity groups parallel to the requirement in 11.01 (e).
- (g) All expenses related to the co-development, co-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.
- (h) No employee shall be laid off, terminated or have their hours reduced as a result of any decision reached by the Representative Workforce Committee.
- (i) 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.

### 11.02 Promotions and Vacancies

- (a)
  - (i) All vacancies, new positions or jobs shall be filled on the basis of seniority provided that the employee has the minimum qualifications for the position to be filled.
  - (ii) In those instances where there are more qualified candidates than available positions an eligibility list will be created and used to fill subsequent vacancies for a ninety (90) day period. Eligibility lists will be posted on Union

bulletin boards. Employees wishing to file a grievance concerning the posted eligibility list will have ten (10) days of posting to do so.

- (b) The Employer shall post notices of vacancies or new full-time and part-time positions. Such posting shall be placed on bulletin boards and employees shall be allowed seven (7) days to make an application.
- (c) An employee promoted to a new position or vacancy shall serve a qualifying period of two hundred and forty (240) hours except for the Food and Beverage Shift Supervisor and Chef de Partie whose qualifying period shall be six hundred and forty (640) hours. Upon completion of the qualifying period the employee shall retain the new position. If, however, the employee is found unsuitable or does not wish to remain in the new position, they will revert to their former position without loss.
- (d) An employee promoted to a vacancy, new position, or job, shall receive the next higher wage rate for the new position or job.
- (e) The Employer will inform employees on leaves of absence of greater than fourteen (14) days of any postings during their leave of absence for which the employee has expressed interest to their immediate manager in writing.
- (f) The Employer may appoint an acting employee until the selection process is completed.
- (g) The Employer shall post, as per Article 11.02 (b), all temporary vacancies, known in advance, to be of forty-five (45) days or longer in duration.
- (h) The Union will be provided with copies of all job postings covered by the Agreement. After the posting period the Union will also be provided with the list of applicants for each posting as well as the successful applicant.

#### 11.03 Reversion from Out of Scope Position

The parties agree that when an employee who has fulfilled the requirements of initial probation accepts an out of scope position 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.

Under no circumstances will this right extend beyond one (1) calendar year from the date of employment, except by mutual agreement of the parties.

## ARTICLE 12 – ACTING ASSIGNMENTS

- 12.01 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.
- 12.02 (a) An employee temporarily filling a position paying a higher rate of pay shall be paid the higher rate for all such hours worked.
- (b) Notwithstanding (a) above, when an employee has accumulated the equivalent of the qualifying period hours in the higher paid position they will be paid at the permanent rate for all subsequent temporary assignments in that higher paid job.
- (c) Such temporary assignments of one (1) week or longer will be offered on the basis of seniority to qualified employees, in the work area. An eligibility list will be created as per Article 11.02 (a) (ii).

## ARTICLE 13 – PROBATIONARY EMPLOYEES

- 13.01 All new employees shall be on probation for three hundred and twenty (320) hours or three (3) calendar months, whichever occurs first, except for the Food and Beverage Shift Supervisors and Chef de Partie, whose probation period shall be seven hundred and twenty (720) hours.
- 13.02 Newly hired employees are ineligible to be considered for other positions until they have successfully completed their probationary period.

## ARTICLE 14 – SENIORITY

- 14.01 Seniority date shall be based on the first day for which the employee is paid.
- 14.02 When two (2) or more employees commence work on the same day (as per Article 14.01), the procedure for establishing their relative seniority shall be as follows:
- (a) the employee who commenced work at the earliest hour of the day shall be senior;
- (b) all other things being equal they should be placed on the seniority list as determined by the Union.
- 14.03 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 not recalled within a nine (9) month period from date of lay-off;



- (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;
  - (i) regular scheduled shifts are understood to include scheduled shifts, approved transfer shifts and mutually agreed upon call-ins.
- (e) a casual employee who has been contacted by the Employer and has declined or been unavailable to work for a period of thirty (30) days.
- (f) 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 or those that are granted for foster parenting.
- (g) fails to maintain and / or obtain a gaming license as administered by the Saskatchewan Liquor and Gaming Authority.

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

14.05 The Employer shall prepare a seniority list showing each employee's seniority date. The list shall be completely revised semi-annually in January and June, subject to review. The list shall be posted on the Union bulletin boards where they are located.

#### ARTICLE 15 – LAYOFF AND RECALL

15.01 When reducing the work force or recalling employees, the same shall be done by job title on basis of seniority. Where the senior employee possesses sufficient ability to perform the required work, the senior employee shall be entitled to exercise any one (1) of the following options:

- (a) To exercise bumping rights on the basis of their seniority;
- (b) To go on lay-off and be entitled to exercise recall rights;
- (c) To go on lay-off and be available on a call-in basis.

15.02 When recalling 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. Nothing in this Article shall preclude the Employer from filling a vacancy temporarily while waiting for a response to a registered letter. If an employee does not respond within one (1) week, the Employer shall automatically move to the next senior employee. Employees who are not called back within nine (9) months of being laid off or who refuse two (2) call backs shall have their employment relationship severed.

- 15.03 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not lay off 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 (3) months but less than one (1) year;
  - (b) two (2) weeks written notice where their period of employment is one (1) year or more but less than three years;
  - (c) four (4) weeks written notice where their period of employment is three (3) years or more but less than five (5) years;
  - (d) six (6) weeks written notice where their period of employment is five (5) years or more but less than ten (10) years;
  - (e) eight (8) weeks' written notice where their period of employment is ten (10) years or more.
- 15.04 New employees shall not be hired until those laid off have been given an opportunity to be re-called.
- 15.05 The Employer shall make every effort to restore hours of work, by seniority, to employees who have had their hours reduced before the hiring of new employees.

#### ARTICLE 16 – GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 16.01 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.

The Employer and the Union agree that it is most desirable to resolve complaints and disputes through discussions between the employee and the manager. Both the Employer and Union agree that employees shall discuss their complaints with their managers so as to resolve differences quickly and directly without having to refer to the following formal process. **In the event the employee has been terminated and has been issued a ban in accordance with Policy #296, the hearing will be held at a mutually agreed location until the ban has expired.**

Step 1: The grievance shall be taken up with the Unit manager or designate. The Unit manager or designate 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 or designate who will render a written decision within seven (7) days.

If settlement is not achieved the Union may proceed to Step 3 within twenty-one (21) days.

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 designate 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.

- 16.02 Employees may have the benefit of representation by Union officials at any step of the grievance procedure.
- 16.03 The parties may agree to the appointment of a mediator to assist in resolving the grievance.
- 16.04 Any grievance not resolved or withdrawn during the course of the grievance procedure may be submitted by the Union to Arbitration as hereinafter provided.
- 16.05 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.
- 16.06 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.
- 16.07 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.
- 16.08 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.
- 16.09 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.
- 16.10 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.

## ARTICLE 17 – BENEFITS

17.01 The Employer will provide the following benefits:

- (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) Basic Vision Care Plan and Extended Health Plan. The Employer will pay all associated premiums. Effective December 5, 2005 the Employer will implement the enhanced optical and pay the associated premiums,
- (e) Pension. Enrolment in the plan with employee contributing 5.5% of employee's regular salary and Employer contributing a matching amount. **Effective February 7, 2021 matched contributions will increase to 6%.**
- (f) RWDSU Dental Plan

The Employer will pay all associated premiums for the RWDSU Dental Plan in effect as of July 17, 2013. In the event changes to the dental 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.
- (g) Prescription Drug Card.

## ARTICLE 18 – PREMIUM PAY AND ALLOWANCES

18.01 Transportation

The Employer shall provide transportation for any employee whose shift ends after twelve (12) midnight. Reasonable effort shall be made to have security staff available to escort employees to the designated parking area to ensure the employee's safety.

## 18.02 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 employees.
- (b) Uniforms shall not be removed from the work premises and are to be placed in the laundry hampers provided, when they require cleaning.
- (c) When an employee resigns or is discharged from the service of the Employer, all uniforms and accessories that were issued to the employee shall be returned to the Employer.
- (d) 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) dollars upon employment and every two (2) years for the purchase of shoes appropriate to the uniform upon the employee's anniversary month.

## 18.03 Weekend Night Shift Premium

Employees shall be paid a premium of \$1.75 per hour for all regular hours worked between 8:00 p.m. and 6:00 a.m. on Fridays, Saturdays and Sundays (applies until 6:00 a.m. on Mondays).

## ARTICLE 19 – STAFF TRAINING AND DEVELOPMENT

- 19.01 Where employees are assigned to train new employees by a senior manager, assigned employees shall receive a **\$3.00** per hour premium for all hours worked during the training period. Assigned employees shall give progress reports as requested.
- 19.02 The Employer will assign training based on interest and qualifications. The Employer will provide education to those employees that are interested and qualified. If there is more than one qualified trainer available, the senior most qualified employee shall be assigned to train the new employee.

## ARTICLE 20 – CLASSIFICATION AND PAY ADMINISTRATION

### 20.01 Classification

- (a) The Employer has the right to establish and/or revise positions and job titles during the term of this Agreement. The Employer agrees to negotiate scope, rate of pay and length of probation.
- (b) The Employer shall develop and maintain up to date and current written job descriptions for each job. The Employer shall notify the Union when it significantly changes the duties of a job and provide the Union with a copy of the revised job description.

- (c) The parties agree to maintain a Joint Classification Committee. The Committee shall consist of up to four (4) representatives from each party and shall consist of an equal number of Union and Employer representatives. The principles of gender balance and overall job representation shall be the foremost consideration of the parties in the selection of their representatives. As far as possible, membership in the committee shall be for a term of two years.
- (d) The role of the Joint Committee shall be to rate new jobs, to re-rate jobs when the duties of that job have been significantly changed, and to deal with appeals of job ratings.
- (e) The parties agree not to amend the job classification (including the job evaluation plan and processes) without first consulting meaningfully on said changes.
- (f) Time spent by an employee in meetings of the Joint Classification Committee shall be considered time worked.
- (e) The Committee shall deal with appeals of job rating allocations from the initial job rating.
- (f) An employee whose job has been re-rated because of a substantial change in job duties may appeal the revised job rating to the Joint Committee. The Committee shall review the appeal and make a decision.
- (g) Where the Joint Committee's decision on an appeal is not unanimous, the issues may be submitted by either party to a mutually agreed upon Arbitrator. The Arbitrator shall hear evidence as soon as possible and render a written decision within thirty (30) days of the hearing. The Arbitrator's jurisdiction shall be limited to placing the employee's job within the existing pay plan.

#### 20.02 Pay Administration

- (a) Job titles and minimum hourly wage rates for all employees covered by this Agreement shall be set out in Appendix "A" attached hereto which shall form a part of this Agreement.
- (b) The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union.

#### ARTICLE 21 – DISCIPLINE

- 21.01 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 copied and forwarded to the Union. Employees shall have access to their file upon request.
- 21.02 The Employer must give one (1) day notice prior to any written discipline being administered to any employee.

21.03 Disciplinary documents shall be removed from an employee's file after a period of one year providing there are no other disciplinary offences within that one (1) year period subject to the following:

- (a) The one (1) year period commences on the date of the discipline letter.
- (b) The one (1) year period shall be extended by leaves of absences without pay of greater than thirty (30) days by the length of the leave.
- (c) The period shall be five (5) years for circumstances in which the employee has been disciplined for misconduct related to harassment or discrimination.

21.04 Employees summoned to a disciplinary meeting on their day(s) off shall be paid a minimum of three (3) hours.

## ARTICLE 22 – GENERAL

22.01 The Employer shall pay for the cost of security checks and security access cards for each employee. The cost of replacement cards shall be borne by the employee. **Employees are not permitted to remove their Gaming Registration from the workplace.**

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

22.03 The Employer shall pay all costs associated with the printing of Collective Bargaining Agreements and agrees to supply each employee with a copy.

22.04 Prices of cafeteria items shall be as cost conscious as possible.

22.05 The Union acknowledges that the present lunch facilities and secure storage areas for employees' personal belongings are suitable. The Employer shall continue to maintain these facilities.

22.06 Employees shall be allowed access to phones to make personal local calls at no cost during breaks.

### 22.07 Staff Meetings

All staff meetings called by the Employer shall be on the Employers' time and considered time worked. This section is understood not to include voluntary meetings.

### 22.08 Employee Parking

Employees will be supplied parking in the Casino Regina parking facility. Employees who make use of this benefit will be subject to Federal Government Income Tax provisions.

22.09 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.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 This Agreement shall be effective from the **7<sup>th</sup> day of February, 2018**, for all Articles, unless otherwise indicated and shall remain in force until the **6<sup>th</sup> day of February, 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.

SIGNED ON BEHALF OF THE  
EMPLOYER:

*"Chris Neufeld"*

*"Joanne Guay"*

*"Michelle Harmon"*

*"Blaine Pilatzke"*

SIGNED ON BEHALF OF THE  
UNION:

*"Paul Guillet"*

*"William Aitken"*

*"Robert Hughes"*

*"Jody Ferguson"*

*"Joanne Papp"*



LETTER OF UNDERSTANDING #1

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

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

Re:    Union/Management Consultation Committee

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.

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.

Signed this the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet"  
RWDSU

LETTER OF UNDERSTANDING #2

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

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

Re: Food and Beverage Shift Supervisor Job and Chef de Partie Positions

1. Article 11.02 (a) will be modified by the Union with the understanding that this classification will be filled in accordance with Article 11.01 (e) and that qualified internal candidates take precedence over external candidates.
2. For the life of this Agreement, the Employer may schedule the incumbents into a modified hour of work arrangement. That arrangement will be a ten (10) hour shift with overtime paid for all hours worked in excess of eighty (80) in a two (2) week period.
3. The parties agree that vacancies for Food and Beverage Shift Supervisors and Chef de Parties shall be filled on the basis of seniority provided the employee applies and has the necessary knowledge and skills to perform the job.

Signed this the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet"  
RWDSU

LETTER OF UNDERSTANDING #3

BETWEEN:               The Saskatchewan Gaming Corporation (Casino Regina), herein after referred to as the "Employer"

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

Re:     Electronic Shift Bidding

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

1.     The employee shall log into Kronos to view vacant shifts.
2.     The employee shall select the job and date of the shift they want.
3.     A bid sheet will be posted by the Employer each week and will identify all available shifts.
4.     The bids will be collected by the Employer each week and the shifts will be assigned to employees who bid on the shifts based on seniority within the job group first and senior cross-trained thereafter.
5.     Awarded shifts will be posted by Monday, **5 PM** each week.
6.     It is the employee's responsibility to check Kronos to confirm if they were successful in their bids.
7.     Declaration of Availability will not be considered when employees bid on shifts. If an employee bids on a shift, they are considered to be available on that particular day.

All posted shifts will be awarded and considered scheduled shifts and employees are expected to report as scheduled.

The parties agree to review after six (6) months.

Signed this the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet  
RWDSU

LETTER OF UNDERSTANDING #4

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

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

Re: Food and Beverage Shift Worker

The parties agree to the creation of Food and Beverage Shift Workers to be regularly scheduled in blocks that are qualified to perform the work in a number of positions in the "front of house". These positions shall be used to replace vacant shifts due to sick leave or unfilled shifts where no employees are available. In these circumstances there will not be a requirement to fill the vacancy through the call-in and /or overtime provisions of the collective agreement. In the case that there is no vacant shift, they will be assigned to a supernumerary work assignment. Food and Beverage Shift Workers retain all the rights afforded under the Collective Agreement.

Signed this the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet"  
RWDSU

LETTER OF UNDERSTANDING #5

BETWEEN: The Saskatchewan Gaming Corporation (Casino Regina), herein after referred to as the "Employer"

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

Re: Shift Giveaway

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.
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 the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet"  
RWDSU

LETTER OF UNDERSTANDING #6

BETWEEN: The Saskatchewan Gaming Corporation (Casino Regina), herein after referred to as the "Employer"

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

Re: Food and Beverage Cross-Training

WHEREAS The parties are committed to a process that facilitates the application of Article 6.01 (c) and the maximization of employment opportunities and access to additional hours through employment in multiple job groups.

To these ends, Cross-Training shall be implemented as follows. **Employees must have open availability to apply to cross-training opportunities.**

1. Cross-training shall apply to Part-Time employees within the following job groups: Busser, Dishwasher, Night Cleaner, Prep Cook, Porter, Counter Attendant, Server, Cocktailier, Bartender, Restaurant Service Co-ordinator and Cook.
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 for 7 calendar days as a *Cross-Training Expression of Interest*.
    - (ii) A *Cross-Training Expression of Interest* shall specify the job group, the knowledge, skills and ability required to qualify for the cross-training opportunity.
    - (iii) 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*.
    - (iv) An employee who has been cross-trained will serve an initial period of six (6) months in the cross-training assignment. Upon expiry of the six (6) month period, subject to passing a qualifying period as set out in Article 11.02 (c), the employee will have the option to be extended for an unlimited period in the cross-trained assignment or until the Employer is notified in writing by the employee.
    - (v) Cross-trained employees can be scheduled outside of their job group to maximize their hours provided there is a junior employee to cover the hours in the home job group.
  - (b) Employees who are appointed to a new position or vacancy in accordance with Article 11.02 – Promotions and Vacancies, 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 (c).
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 12 and Article 20.02 (a) shall not apply to cross-trained shifts. An employee who works in a cross-trained shift as set out in this letter of understanding shall be paid the permanent wage rate for the job group.

Signed this the **30<sup>th</sup>** day of **September, 2020**.

"Blaine Pilatzke"  
SaskGaming

"Paul Guillet  
RWDSU

APPENDIX "A"  
 Effective February 7, 2018 – February 6, 2019  
**0%**

Job Banding	Job Grouping	Probation	Regular
230 (to 310)	Busser Dishwasher Night Cleaner Prep Cook	<b>\$14.54</b>	<b>\$15.84</b>
311 (to 391)	Porter	<b>\$15.28</b>	<b>\$16.61</b>
392 (to 472)	Server Cocktailer Bartender <b>Counter Attendant</b>	<b>\$16.03</b>	<b>\$17.32</b>
473 (to 533)			
534 (to 634)	Restaurant Service Co-ordinator Cook Shipper/Receiver/Stock Clerk	<b>\$17.27</b>	<b>\$18.58</b>
635 (to 715)		<b>\$18.29</b>	<b>\$19.60</b>
716 (to 796)		<b>\$19.05</b>	<b>\$20.36</b>
797 (to 877)	Chef de Partie Food and Beverage Shift Supervisor Food and Beverage Shift Worker	<b>\$19.80</b>	<b>\$21.10</b>

Note: During the term of this Agreement the tip pool will continue to be administered by the employees in accordance with the Memorandum of Settlement signed May 3, 1996.



APPENDIX "A"  
 Effective February 7, 2019 – February 6, 2020  
**0%**

Job Banding	Job Grouping	Probation	Regular
230 (to 310)	Busser Dishwasher Night Cleaner Prep Cook	<b>\$14.54</b>	<b>\$15.84</b>
311 (to 391)	Porter	<b>\$15.28</b>	<b>\$16.61</b>
392 (to 472)	Server Cocktailer Bartender <b>Counter Attendant</b>	<b>\$16.03</b>	<b>\$17.32</b>
473 (to 533)			
534 (to 634)	Restaurant Service Co-ordinator Cook Shipper/Receiver/Stock Clerk	<b>\$17.27</b>	<b>\$18.58</b>
635 (to 715)		<b>\$18.29</b>	<b>\$19.60</b>
716 (to 796)		<b>\$19.05</b>	<b>\$20.36</b>
797 (to 877)	Chef de Partie Food and Beverage Shift Supervisor Food and Beverage Shift Worker	<b>\$19.80</b>	<b>\$21.10</b>

Note: During the term of this Agreement the tip pool will continue to be administered by the employees in accordance with the Memorandum of Settlement signed May 3, 1996.

APPENDIX "A"  
 Effective February 7, 2020 – February 6, 2021  
**1%**

Job Banding	Job Grouping	Probation	Regular
230 (to 310)	Busser Dishwasher Night Cleaner Prep Cook	<b>\$14.69</b>	<b>\$16.00</b>
311 (to 391)	Porter	<b>\$15.43</b>	<b>\$16.78</b>
392 (to 472)	Server Cocktailer Bartender <b>Counter Attendant</b>	<b>\$16.19</b>	<b>\$17.49</b>
473 (to 533)			
534 (to 634)	Restaurant Service Co-ordinator Cook Shipper/Receiver/Stock Clerk	<b>\$17.44</b>	<b>\$18.77</b>
635 (to 715)		<b>\$18.47</b>	<b>\$19.80</b>
716 (to 796)		<b>\$19.24</b>	<b>\$20.56</b>
797 (to 877)	Chef de Partie Food and Beverage Shift Supervisor Food and Beverage Shift Worker	<b>\$20.00</b>	<b>\$21.31</b>

Note: During the term of this Agreement the tip pool will continue to be administered by the employees in accordance with the Memorandum of Settlement signed May 3, 1996.

APPENDIX "A"  
 Effective February 7, 2021 – February 6, 2022  
**1.5% \***

Job Banding	Job Grouping	Probation	Regular
230 (to 310)	Busser Dishwasher Night Cleaner Prep Cook	<b>\$14.91</b>	<b>\$16.24</b>
311 (to 391)	Porter	<b>\$15.66</b>	<b>\$17.03</b>
392 (to 472)	Server Cocktailer Bartender <b>Counter Attendant</b>	<b>\$16.43</b>	<b>\$17.76</b>
473 (to 533)			
534 (to 634)	Restaurant Service Co-ordinator Cook Shipper/Receiver/Stock Clerk	<b>\$17.70</b>	<b>\$19.05</b>
635 (to 715)		<b>\$18.75</b>	<b>\$20.09</b>
716 (to 796)		<b>\$19.53</b>	<b>\$20.87</b>
797 (to 877)	Chef de Partie Food and Beverage Shift Supervisor Food and Beverage Shift Worker	<b>\$20.30</b>	<b>\$21.63</b>

Note: During the term of this Agreement the tip pool will continue to be administered by the employees in accordance with the Memorandum of Settlement signed May 3, 1996.

**\*.5% increase in Employee/Employer Pension Contribution**

APPENDIX "A"  
 Effective February 7, 2022 – February 6, 2023  
**2%**

Job Banding	Job Grouping	Probation	Regular
230 (to 310)	Busser Dishwasher Night Cleaner Prep Cook	<b>\$15.20</b>	<b>\$16.56</b>
311 (to 391)	Porter	<b>\$15.98</b>	<b>\$17.37</b>
392 (to 472)	Server Cocktailer Bartender <b>Counter Attendant</b>	<b>\$16.76</b>	<b>\$18.11</b>
473 (to 533)			
534 (to 634)	Restaurant Service Co-ordinator Cook Shipper/Receiver/Stock Clerk	<b>\$18.06</b>	<b>\$19.43</b>
635 (to 715)		<b>\$19.12</b>	<b>\$20.49</b>
716 (to 796)		<b>\$19.92</b>	<b>\$21.29</b>
797 (to 877)	Chef de Partie Food and Beverage Shift Supervisor Food and Beverage Shift Worker	<b>\$20.70</b>	<b>\$22.06</b>

Note: During the term of this Agreement the tip pool will continue to be administered by the employees in accordance with the Memorandum of Settlement signed May 3, 1996.