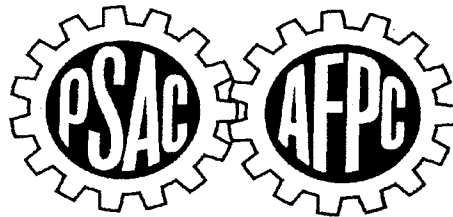


COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA



- AND -

SASKATCHEWAN GAMING CORPORATION
(CASINO REGINA)



Expiry Date – December 31, 2012

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose of Agreement.....	5
2	Definitions	5
3	Recognition	7
4	Union Security.....	8
5	Appointment of Union Representatives	9
6	Time Off for Union Business.....	9
7	Information	11
8	Use of Employer Facilities.....	11
9	No Discrimination	12
10	Classification.....	14
11	Hours of Work and Overtime.....	14
12	Transportation and Meals.....	18
13	Pay Administration	18
14	Employee Parking	19
15	Designated Holidays	19
16	Layoff and Recall	20
17	Severance Pay.....	21
18	Probationary Employees	22
19	Seniority	22
20	Job Performance Evaluation	24

TABLE OF CONTENTS – (ii)

ARTICLE	SUBJECT	PAGE
21	Staffing.....	24
22	Acting Assignments.....	27
23	Discipline.....	27
24	Grievance Procedure	28
25	Occupational Health and Safety	32
26	Vacation Leave	33
27	Sick Leave.....	36
28	Leave With Pay Other Than Sick Leave & Vacation.....	37
29	Maternity Leave Without Pay.....	39
30	Parental Leave Without Pay	40
31	Adoption Leave Without Pay	41
32	Supplemental Employment Benefit.....	42
33	Leave Without Pay (General)	42
34	Leave Without Pay for Political Involvement.....	42
35	Earning of Benefits While On Leave of Absences Without Pay or Layoff.....	42
36	No Strikes or Lockouts	42
37	Management Rights	43
38	Civil Liability	43
39	Labour Management Relations Committee	43
40	Post-Resignation Meeting	44

TABLE OF CONTENTS – (iii)

ARTICLE	SUBJECT	PAGE
41	Uniforms.....	44
42	Pension Plan.....	44
43	Gratuities.....	45
44	Staff Training and Development.....	45
45	Benefits.....	46
46	Duration of Agreement.....	47
47	Call Back.....	47
48	Weekend Shift Premium.....	47
49	Standby Premium.....	48
50	Workers' Compensation.....	48
51	Table Games Premium.....	48
Appendix A	Rates of Pay.....	51
LETTER OF UNDERSTANDING		
	Market Supplement.....	52
	Surveillance Systems and Performance Evaluation.....	53
	Scope Review.....	54
	Joint Benefits Review Committee.....	55
	Block Scheduling Guidelines.....	56
	Full Time Positions.....	58
	New Classification System.....	59
	Classification Implementation.....	60

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The parties to this Agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this Agreement are to:
- 1) settle the conditions of employment between the parties;
 - 2) recognize the value of joint discussion relating to service delivery to clients and terms and conditions of employment not covered by this Agreement.
 - 3) 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** – All employees employed by the Saskatchewan Gaming Corporation in or in connection with the operation of Casino Regina in Regina, Saskatchewan, except corporate head office staff, Casino Technical Manager, Bank Manager, Bank Shift Managers, Slot Manager, Slot Shift Managers, Table Games Manager, Pit Managers, Gaming Control Officers, Duty Managers, Director of Gaming Operations, Guest Services Coordinators, Player Relations Manager, Box Office Manager, Entertainment Coordinators, Director of Entertainment Services, Events Sales Coordinators, Surveillance System Specialist, Security System Specialist, Building Manager, Assistant Building Manager, Central Stores Coordinators, Director Guest Services, Poker Room Managers, any employees employed in food and/or beverage services and any employees employed at the Casino Regina Show Lounge who are represented by International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada Local 295.
- (b) **Bargaining unit work** – work done by a member of the bargaining unit on a regular basis.
- (c) **Casual Employee** – shall mean an 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.

- (d) 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.
- (e) Date of signing – _____, 2010
- (f) Day – a calendar day, 00:00 – 24:00, unless otherwise specified.
- (g) Employee – a member of the bargaining unit.
- (h) Employer – Saskatchewan Gaming Corporation.
- (i) **Fiscal Year – the period from January 1 to December 31, inclusive, of any given year.**
- (j) Full-time employee – an employee who works a regularly scheduled, 152 hour, four (4) week shift, year round.
- (k) 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.
- (l) Gender – where the feminine gender is used it shall be considered to include the masculine gender unless any provision of the Agreement states otherwise.
- (m) Hours worked – hours during which the employee is paid.
- (n) 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.
- (o) Partner – the person with whom the employee lives in a conjugal relationship regardless of whether the person is of the same or opposite sex.
- (p) Part-time – an employee who works a regularly scheduled four week shift – less than 152 hours, year round.
- (q) 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.

- (r) Rating – the sum of the values assigned to the appropriate degree levels of the job evaluation plan factors for a particular job.
- (s) Schedule – is the number of individual sets of shifts, posted by the employer, normally required to operate the Casino Regina for a twenty-eight (28) day period.
- (t) Seasonal – an employee who works a regularly scheduled full-time or part-time shift for a defined period of time.
- (u) Shift – means the scheduled hours of work performed by a full-time, part-time or seasonal employee on any one day.
- (v) Union – The Public Service Alliance of Canada/Union of Saskatchewan Gaming Employees Local 40005.
- (w) Union Representative – an employee appointed by the union pursuant to Article 5.
- (x) JUMRWC – Joint Union Management Representative Workforce Committee.

ARTICLE 3 – RECOGNITION

- 3.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02 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 an emergency or unforeseen circumstances.
- 3.03 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee or the employer.
- 3.04 The employer agrees that, given reasonable notice by the union, an authorized representative or executive officer of the union shall be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union.

- 3.05 Where the authorized representative or executive officer enters the workplace and wishes to meet with an employee she shall first obtain the express permission of the supervisor of the employee, which permission shall not be unreasonably withheld.
- 3.06 The employer shall not enter into any written or verbal agreement with any employee, which may conflict with the terms of this agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 All new employees, upon the completion of their training period, shall become and remain a member in good standing of the Union.
- 4.02 The employer shall deduct from the wages of each employee in the bargaining unit covered by the Collective Agreement, the amount of union dues, and remit to the union in accordance with article 4.07.
- 4.03 Membership in the union shall be a condition of employment for all employees who are hired by the employer.
- 4.04 The union shall inform the employer in writing of the authorized deduction to be checked off for each employee defined in article 4.02.
- 4.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the employer shall not make such deductions from subsequent salary.
- 4.06 No trade union, other than the union, shall be permitted to have membership dues and/or other amounts deducted by the employer from the pay of employees in the bargaining unit while the union remains the certified bargaining agent for the employees in the bargaining unit.
- 4.07 The amounts deducted in accordance with article 4.02 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by a written list providing:
- (a) names of all employees from whom deductions have been made;
 - (b) the deductions made on his/her behalf.

- 4.08 The employer agrees to set out the amount of union dues paid by each union member on her/his T-4 slip.

ARTICLE 5 – APPOINTMENT OF UNION REPRESENTATIVES

- 5.01 The employer acknowledges the right of the union to appoint employees as union representatives.
- 5.02 The union shall determine the jurisdiction of each union representative having regard to the organization plan of the employer, the distribution of employees at the workplace and the employer's administrative structure.
- 5.03 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. The employer shall provide the union, upon request, with a list of employer designates for the various levels of the grievance process, as outline in Article 24.

ARTICLE 6 – TIME OFF FOR UNION BUSINESS

- 6.01 A union representative appointed under Article 5 and whose name has previously been remitted to the employer shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during his/her regularly scheduled work hours:
- (a) investigating a grievance or complaint of an urgent nature;
 - (b) meeting with management to deal with a grievance;
 - (c) attending a meeting of the Labour Management Relations Committee under article 39, or any other meeting called by Management.
- 6.02 A union representative shall obtain permission of her/his immediate supervisor before leaving his/her work area to carry out any of the responsibilities listed in article 6.01. Permission shall not be unreasonably withheld.
- 6.03 An employee shall not suffer any loss of pay as a result of a meeting with management to deal with a grievance during her/his regularly scheduled hours.

- 6.04 With three (3) days notice, in writing, the employer will grant leave without pay for union business providing the leave does not unreasonably interfere with the operation of the employer. It shall not be unreasonably withheld. The three (3) day requirement may be waived, by the employer, in emergent circumstances.
- 6.05 The employer will grant leave without pay to a maximum of five (5) employees for the purpose of attending contract negotiation meetings on behalf of the union. The times and dates of these meetings will be mutually agreed upon and article 6.04 will not apply in those instances where the parties agree to waive it.
- 6.06 For leaves of thirty (30) consecutive calendar days or less, employees will continue to earn all service credits.
- 6.07 The employer agrees to grant leave without pay to an employee who is elected or appointed to a full-time position in any of the bodies to which the union is affiliated or accepts a paid staff position with the union, for a period of up to three (3) years. The parties agree to negotiate a Letter of Understanding to cover each employee as the situation arises.
- 6.08 The following provisions shall apply to approved leave of absence with pay for union business:
- (a) 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. Regular earnings include the employee portion of tips.
 - (b) For the purpose of determining overtime entitlement for employees working on an averaging period basis, approved leave of absence with pay for union business shall be credited as averaging period hours to the extent the employee was scheduled to work, had the leave not been taken.
 - (c) The union will reimburse the employer for the full cost of such earnings (less tips) as well as the employer cost of the following benefits: CPP, EI, Capital Pension Plan, Life Insurance and Long Term Disability.
 - (d) The total amount owing the Employer from (c) above will be invoiced on a quarterly basis to the union. The union agrees that the Corporation will be reimbursed within 60 days of invoicing.

- 6.09 With seven (7) days notice, in writing, the Employer may grant leave without pay, to a reasonable number of employees, not to exceed eight (8), to undertake Union training, to attend as delegates to the Prairie Region Council meetings, conventions of the Alliance and the Canadian Labour Congress and the Saskatchewan Federation of Labour.

ARTICLE 7 – INFORMATION

- 7.01 The employer shall provide the union with a quarterly report which sets out the following information:
- (a) the name, address and telephone number (unless unlisted) of each employee hired since the last report;
 - (b) the department and classification of each employee;
 - (c) the name and new classification or any employee who has changed classification since the last report;
 - (d) the employees terminated, resigned or laid-off.
- 7.02 The employer will inform all new employees hired that joining the union is a condition of employment. The employer further agrees to provide all employees with a collective agreement, appropriate union information, and a union membership application at the time of hiring. Such forms and information shall be provided to the employer by the union. Completed membership applications shall be submitted by the employer with each remittance as per article 4.07.
- 7.03 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.
- 7.04 Letters of Understanding will be handled as per article 4.07 upon signing.

ARTICLE 8 – USE OF EMPLOYER FACILITIES

- 8.01 The employer shall provide bulletin boards in staff rooms and in both locker rooms, for the exclusive use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.

- 8.02 Any material posted on the union bulletin boards must be authorized by the union.
- 8.03 A duly accredited representative of the Alliance shall be permitted access to the employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Access to areas which are restricted to "employees only" will require an employee who has routine access to that area to accompany the individual(s). For access to high security areas which include the Bank, Surveillance Room, Slot Manager Office, Slot Technician Workshop, Computer Room, the Manager of that area must be present or have given consent. Such consent will not be unreasonably withheld.
- 8.04 The Alliance shall provide the employer a list of such representatives and shall advise promptly of any change made to the list.

ARTICLE 9 – NO DISCRIMINATION

The following does not limit access to rights or provisions under *The Occupational Health and Safety Act* or *The Saskatchewan Human Rights Code*.

- 9.01 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) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed above.
- 9.02 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.
- 9.03 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 9.01 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.
- 9.04 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.
- 9.05 a) Harassment is strictly prohibited under *The Saskatchewan Human Rights Code* and / or *The Saskatchewan Occupational Health and Safety 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 Occupational Health and Safety 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 10 – CLASSIFICATION

- 10.01 The parties agree not to amend the classification plan without first consulting meaningfully on said changes at the joint classification committee.
- 10.02 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 promptly notify the union of the change.
- 10.03 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 rating of jobs where the duties of that job have substantially changed. The committee will also deal with appeals of job rating allocations arising from the initial job rating.
- 10.04 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.
- 10.05 Time spent by an employee on the joint classification committee shall be considered time worked.

- 10.06 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.
- 10.07 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 plan.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 Full-time employees:
- (a) shall work 152 hours in a twenty-eight (28) day period (38 hour week on average).
 - (b) Shall receive a minimum of nine (9) days of rest in each twenty-eight (28) day period.
- 11.02 The employer will post the twenty eight (28) day schedule ten (10) days in advance of taking effect.
- 11.03 Once the schedule has been posted, the employer shall discuss any changes to the posted schedule with the union, prior to amending the schedule. Every effort will be made to post the changes ten (10) days in advance of taking effect, but in any event posting will occur no less than five (5) days prior to taking effect.
- 11.04 Overtime:
- (a) 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.
 - (b) 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 rates.

- (c) Part-time employees will receive overtime for hours in excess of 152 hours in a twenty eight (28) day period at the rate of time and one half (1 ½) of regular rates.
 - (d) 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) for the first day of rest and double time on all subsequent days of rest, if employee has worked on her first day of rest, otherwise overtime will be at the rate of time and one half (1 ½).
 - (e) 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 (2) the employees hourly rate for all hours worked beyond three (3) consecutive hours.
 - (f) 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.
 - (g) Full-time employees reporting for work on their days of rest will be guaranteed three (3) hours at the applicable overtime rate
- (ii) Time in Lieu:
- (a) upon employee request, the employer will grant the accumulation of time in lieu of pay for overtime worked.
 - (b) The accumulation in (a) above shall not exceed seventy-six (76) hours. The accumulation will be carried over to the next fiscal year, unless the employee requests a payout.
 - (c) Where an employee is acting in a position with a higher rate of pay and accumulates time in lieu of pay for overtime, they will be paid out the difference between the acting rate of pay and their regular rate of pay.

11.05

The employer will provide part-time employees with, at least, three (3) hours notice when a scheduled shift is not needed.

- 11.06 There will be no split shifts unless mutually agreed upon by the manager, local union representative and employee(s).
- 11.07 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. **Such approval shall not be unreasonably denied.**
- 11.08 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, which ever is greater.
- 11.09 Where part-time employees are required to work vacant shifts, call-ins will be offered to employees in the job classification required by seniority and on an availability basis. The Employer will offer **all the current vacant shifts** to the most senior person **for which the employee is available** and subsequently in order until someone accepts. Once an employee has accepted, declined, or is unavailable, they will move to the bottom of the list. The subsequent call-in opportunity will be offered to the next person on the list from where the previous call-in ended.

ARTICLE 12 – TRANSPORTATION AND MEALS

- 12.01 Where an employee is requested by the employer to use her/his personal vehicle for job-related purposes, the employer will pay his/her mileage at the current SGEU/PSC Collective Agreement rates.
- 12.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 12.03 Time spent in employer requested travel shall be considered time worked.
- 12.04 Where an employee is required to travel beyond the Regina 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.

ARTICLE 13 – PAY ADMINISTRATION

- 13.01 The wage schedule covering all employees occupying positions covered by this Collective Agreement shall be set out in Schedule “A” and shall form part of this agreement.

The employer shall pay wages bi-weekly, by payroll deposit, in accordance with Schedule "A".

13.02 Each employee who works in a month shall receive once in each month:

- (a) a statement in writing setting out the period for which the payment of wages was made;
- (b) the number of hours for which payment is made;
- (c) the rate of wages;
- (d) details of the deductions made from the wages;
- (e) the actual sum being received by the employee.

ARTICLE 14 – EMPLOYEE PARKING

14.01 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.

ARTICLE 15 – DESIGNATED HOLIDAYS

15.01 The following days are designated 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) Christmas Eve (floating holiday for this agreement)

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

15.02 An employee who works on a designated holiday shall be paid pay at time and one half (1 ½) for all hours worked on that day.

- 15.03 In each pay period the employer will pay each non full-time employee an amount equal to 4.23% of her/his salary for that period.
- 15.04 Full-time employees will be paid their regular straight hourly rate of pay for designated holidays.
- 15.05 When a full-time employee is required to work on a designated holiday, she will elect one of the following options:
- (i) payment as per article 15.02 and 15.04
 - (ii) payment as per article 15.02 for all hours worked and assigning the pay resulting from article 16.04 as per article 11.04 (ii).
- 15.06 When a designated holiday falls on a day(s) of rest, full-time employees may elect payment as per article 15.04 or assign the pay as per article 11.04 (ii).

ARTICLE 16 – LAYOFF AND RECALL

- 16.01 Employees may be laid off due to lack of work.
- 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 proceeding 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 Article 16.02 has not been enacted. Employees will have a time period of two (2) 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 Article 16.02 has not been enacted. Employees will have a time period of two (2) days to decide whether they want to exercise this right.
- 16.05 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 week's written notice where his/her period of employment is more than three months but less than one year;
- (b) two weeks' written notice where her/his period of employment is one year or more but less than three years;
- (c) four weeks' written notice where his/her period of employment is three years or more but less than five;
- (d) six weeks' written notice where his/her period of employment is five years or more but less than ten years;
- (e) eight weeks' written notice where her/his period is ten years plus.

- 16.06
- (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.

16.07 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 – SEVERANCE PAY

17.01 An employee(s) who has been laid off, or who has been informed in writing that her job has been abolished and who elects to retire, or resign, shall be entitled to severance pay. They shall be paid (1) week's pay for each year of service, or portion thereof, commencing with the second year.

17.02 In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year of service. Service for the purpose of this provision

shall include continuous service in positions both within and outside the scope of this agreement.

- 17.03 For permanent part-time employees, severance will be based on percentage of time employee worked over the last calendar year.
- 17.04 Pay will be calculated on the basis of the employee's rate of pay at the time of resignation and/or retirement.

ARTICLE 18 – PROBATIONARY EMPLOYEES

- 18.01 Newly hired employees shall be on probation for a period of six (6) months, except for Supervisor of Table Games, Senior Slot Attendants and Count Supervisors whose probation period shall be twelve (12) months. During the probation period employees shall be entitled to all rights and benefits of this agreement. Employees hired following the date of ratification are ineligible to be considered for other positions within the Corporation until they have successfully completed this probationary period.
- 18.02 Probationary period will begin once the employee has successfully completed their training and has been placed in the shift rotation and/or the twenty-eight (28) day schedule. The training period is **four (4)** weeks for Table Games Dealers and two (2) weeks for all other job classifications.
- 18.03 During their probationary period, employees will be advised of expectations regarding standards of performance. Should the employer decide to reject the employee during the probationary period, the employee will be given the reasons in writing.
- 18.04 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 18.05 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.
- 18.06 **Newly hired employees are ineligible to be considered for other positions until they have successfully completed their probationary period.**

ARTICLE 19 – SENIORITY

- 19.01 All employees shall accumulate one (1) hour seniority for each hour worked or while on approved leave with pay or maternity, parental, or adoption leave without pay, **or while on sick leave with or without**

pay, or while in receipt of worker compensation benefits for a period of up to two (2) years or while in receipt of long term disability benefits for up to two (2) years. The employee shall not accumulate more than 152 hours of seniority for each twenty eight (28) day cycle that he/she is employed by the employer. Less than full-time employees shall have their seniority hours calculated based on the average of the six month period **worked immediately** prior to the leave.

19.02 Overtime hours worked shall not be counted for the purposes of determining seniority.

19.03 An employee will not accrue seniority for any period of time she/he was in receipt of a training allowance prior to their appointment to a position in the employ of the employer, or for any periods of unauthorized absences.

19.04 In circumstances where two (2) or more employees have accumulated the identical amount of seniority, or in the case of full-time employees with the same start date, their order of seniority shall be determined by lottery.

a) the lottery shall be conducted by two (2) representatives of the employer and two (2) representatives of the union, in a location that is open and available to all affected employees.

19.05 Seniority terminates when an employee:

a) is dismissed for cause and is not reinstated;

b) is laid off for a period in excess of twelve (12) calendar months; or fails to respond to a call back within seven (7) days;

c) resigns;

d) accepts a management position and is confirmed as a permanent appointment;

e) retires in accordance with Employer policy.

19.06 A seniority list of employees shall include all employees in the bargaining unit.

a) An updated seniority list will be provided to the union January 1, April 1, July 1, and October 1 of each year.

Note: The employer will provide to the union, at the same time, the information specified in Article 7.01.

ARTICLE 20 – JOB PERFORMANCE EVALUATION

(Full-time and Part-time Employees)

- 20.01 When a formal evaluation of an employee's performance is made, the employee concerned must 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 his/her written comments regarding the evaluation to the evaluation form.
- 20.02 The employee performance evaluation shall allow the employee to state her/his comments regarding the evaluation and any training needs.
- 20.03 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.
- 20.04 (a) a final copy of the employee's performance evaluation shall be placed on the employee's personnel file.
- (b) an employee who disagrees with his/her performance evaluation may grieve it.

ARTICLE 21 – STAFFING

(In-Scope Positions)

A. Employment Equity

- 21.01 The union and the employer are committed to developing and implementing a Representative Workforce Plan.
- 21.02 To this end the parties will establish a Joint Union Management Representative Workforce Committee that will meet quarterly, or as agreed to by the parties. The Union will appoint one person from each of the four departments (Casino Service, Operations, Support Services and Security) to participate on the Committee. There will be an equal number of Union and Employer Representatives.
- 21.03 Time spent on the JUMRWC by employees shall be considered time worked.

- 21.04 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.
- 21.05 **The JUMRWC will work to achieve a 50% aboriginal employment target for in-scope at Casino Regina as well as the diversity employment targets set out by the *Saskatchewan Human Rights Commission*.**
- 21.06 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.

B. Promotions, Transfers, and Demotions
(For positions in excess of 60 days)

- 21.07 Where the employer creates and wishes to fill a new position, or to fill a vacancy in an existing position, 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.
- 21.08 The notice shall specify the position, the knowledge, skills and ability required to do the job and the hours of work. The qualifications as determined by management must be relevant to the position. A job description will be made available on request.
- 21.09 (a) The employer agrees to fill positions within the bargaining unit from employees in the bargaining unit by seniority, if such employees apply, provided that the applicants have the necessary knowledge, skills and ability to perform the job. Employees who apply and are not successful shall be provided a notice of such in writing prior to the appointment of a successful candidate.
- (b) 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 180-day period.
- 21.10 When the JUMRWC determines vacancies are to be filled to comply with article 21.05 or 21.06, article 21.10 will be suspended.

- 21.11 Appointments under the article will be posted by the employer bi-weekly on an appointment bulletin board.
- 21.12 (a) Employees appointed to a position under this article shall serve a qualifying period of six (6) months.
- (b) During their qualifying period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of short comings in order to correct deficiencies.
- (c) Employees who fail their qualifying period will be reverted to their former position.
- (d) An employee may request to be reverted anytime during the qualifying period.
- (e) An employee serving the qualifying period shall receive the permanent wage rate for the position.
- 21.13 A member of the bargaining unit who accepts a term position shall be returned to the position she occupied prior to taking the term position.
- 21.14 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:
1. They fail their probation period; or
 2. They request to be reverted.
 3. Their seniority is maintained but shall not accrue for the period in question.

Under no circumstances will these rights extend beyond one calendar year from the date of employment.

ARTICLE 22 – ACTING ASSIGNMENTS

- 22.01 An acting assignment means the assignment of an employee to a position on a temporary basis. To be acting in a position, it is not necessary that the employee perform all of the duties of that position, it is sufficient if he/she substantially performs the duties of the position.
- 22.02 The employer will try to fill vacancies as quickly as possible, so that acting assignments are kept to a minimum. Acting assignments will be filled by rotating through eligibility lists established as per Article 21. Short term or emergent acting assignments will be filled by employees (on the list) at work at the time the assignment becomes necessary, if

no employee is available on the list the senior qualified available employee at work will be assigned. Eligibility lists will be established every twelve (12) months or when exhausted which ever comes first.

- 22.03 An employee who is acting in a position shall receive the permanent wage rate for that position if it is higher than his/her current wage.

ARTICLE 23 – DISCIPLINE

- 23.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause.
- 23.02 Should the employer dismiss or suspend or otherwise discipline an employee, the union and the employee shall be advised within ten (10) calendar days, in writing by the employer, of the reason for said disciplinary action. **Under no circumstances shall an employee be called to a meeting where the Employer is considering termination of employment without a Union representative present.**
- 23.03 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 she/he has the right to have a union representative present.
- 23.04 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.
- 23.05 An employee shall have access to her/his personnel file upon request and in the presence of an employer representative, and may receive a copy of any documents he/she wishes which relates to her/him. If an employee consents in writing the union representative may have the same right as the employee.

ARTICLE 24 – GRIEVANCE PROCEDURE

- 24.01 The parties of this Agreement recognize the desirability for the prompt resolution of complaints through the grievance process.
- 24.02 The union may file a grievance alleging a violation of this agreement.
- 24.03 A grievance is filed when delivered in writing to the employer by the union. No particular form is necessary as long as the document

indicates it is a grievance under this article or in some other manner indicates it is a formal grievance.

24.04 Excluded supervisory staff as per Article 24.06 are authorized to receive grievances on behalf of the employer. He/she shall provide a receipt to the person delivering the grievance stating the date it was received.

24.05 Unless otherwise provided for in this agreement, a grievance shall be filed within thirty (30) calendar days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time is extended to seven (7) calendar days after he/she returns to work. In no case will the time limit be more than sixty (60) days.

24.06 Unless otherwise provided for in this agreement, the steps of the grievance procedure shall be as follows:

(a) (i) at the first level of the procedure the grievance shall be heard by a **manager or director as designated by the employer. The employer shall provide the union with a list of said designates once yearly each January during the life of the collective agreement.** A hearing, with the authorized union representative, shall be held within seven (7) days of the employers' receipt of the grievance. The appropriate manager will have seven (7) days after the hearing in which to reply.

(ii) the union shall have seven (7) days from receipt of the level 1 decision, or from the date on which the decision ought to have been received, to transmit the grievance to the next level.

(b) (i) at the second level of the grievance procedure, the grievance shall be heard by the appropriate Vice President. A hearing with the authorized union representative shall be held within seven (7) days of the grievance being transmitted to the second level. The Vice President will have seven (7) days after the hearing in which to reply.

(ii) the union shall have seven (7) days from receipt of the level 2 decision, or from the date on which the decision ought to have been received, to transmit the grievance to the next level.

(iii) should the schedule of the Vice President be such that he/she is unable to meet the deadlines outlined in this article, she/he may appoint another manager or **Director** to act as his/her designate.

- (c) (i) at the third level of the grievance procedure the grievance shall be heard by the President and CEO of the Corporation. A hearing with the authorized union representative shall be held within ten (10) days of the grievance being transmitted to the third level. The President and CEO will have ten (10) days after the hearing in which to reply.
- (ii) should the schedule of the President and CEO be such that he/she is unable to meet the deadlines outlined in this article, she/he may appoint another officer of the Corporation to act as his/her designate.
- (d) If a satisfactory resolution to the grievance is not achieved at the third level, the union may refer the matter to arbitration.
- (e) The parties may, if they agree, refer a matter to mediation prior to arbitration pursuant to Article 24.11

24.07 The union may consult with the employer concerning any grievance at any level of the grievance procedure.

24.08 Any time limits in the grievance procedure may be extended by the mutual consent of the parties.

(a) grievances arising from a decision of a particular representative of the employer shall, if requested by the union, commence at the level following the manager, except in the case of the President and CEO, where the grievance shall, if requested by the union, be presented at the third level.

(b) in the case of dismissal the grievance shall be presented at the second level.

24.09 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this clause.

24.10 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision maker, and delivered to the parties.

24.11 a) The parties may, at any time after exhausting the grievance procedure established by the collective bargaining agreement, agree to refer one or more grievances pursuant to the collective bargaining agreement to a grievance mediator of Saskatchewan Labour for the purpose of

resolving the grievances in an expeditious and informal manner.

- b) The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
- c) On a joint request by the parties, the Minister of Advanced Education, Employment and Labour shall appoint a grievance mediator.
- d) A grievance mediator appointed by the Minister shall begin proceedings within 10 days after being appointed or on any day that the parties jointly request.
- e) Where the parties jointly request the appointment of a grievance mediator pursuant to this article, any provisions of the collective bargaining agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.
- f) The grievance mediator shall endeavour to assist the parties to settle the grievance by mediation.
- g) If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions in the collective bargaining agreement.

24.12 Reference to Arbitration

- (i) either the employer or the union may request arbitration by letter to the other party within sixty (60) calendar days of the failure of the mediation or sixty (60) calendar days from the decision of the employer if mediation does not take place.
- (ii) the employer or the union as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- (iii) either party to this agreement may refer any grievance to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an Arbitrator either party may request the Minister of Labour for Saskatchewan to make an appointment.
- (iv) in addition to any powers contained in this agreement, the Arbitrator has all the powers granted to Arbitrators under the "Trade Union Act" except the Arbitrator shall have no authority in any way to alter, modify or extend this agreement or to make any decision inconsistent with its terms and

provisions. The Arbitrator may dispose of any discharge or discipline grievance in any manner which he/she considers just or equitable.

- (v) the Arbitrator shall hear the grievance as soon as possible, and render a decision **as soon as possible** upon conclusion of the hearing. The decision, once forwarded to the parties in accordance with article 24.12 is final and binding on each party and any employee affected by it.
- (vi) the Arbitrator may amend a grievance, modify penalties, or make a ruling concerning any procedural irregularity.
- (vii) each party shall pay one half of the fees and expenses of the Arbitrator. The grievor will be allowed leave with pay to attend the arbitration hearing provided he/she was scheduled to work.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

PREAMBLE

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 Occupational Health and Safety 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 himself at work in a safe and responsible manner.

- 25.01 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 (½) 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.
- 25.02 The Occupational Health and Safety Committee shall have a continuing concern with respect to the health and safety at the work place. 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.
- 25.03 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.

- 25.04 Wherever possible, committee meetings shall be scheduled by mutual agreement. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings.
- 25.05 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.
- 25.06 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 suffer no loss of pay or benefits.
- 25.07 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.

ARTICLE 26 – VACATION LEAVE

- 26.01 Vacation Leave Entitlement:
- (i) upon initial appointment to the Corporation, employees shall be entitled from that day to the following March 31, to vacation leave of 1 ¼ days for each completed calendar month of service. Leave will be pro-rated for partial months of service.
 - (ii) employees shall be entitled to take 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 8 years of service. Such leave shall be earned at the rate of 1 ¼ days for each completed calendar month.
 - (iii) employees shall be entitled to take 20 days vacation leave during the fiscal year in which they complete 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 15 years of service. Such leave shall be earned at the rate of 1 2/3 days for each completed calendar month.

- (iv) employees shall be entitled to take 25 days vacation leave during the fiscal year in which they complete 15 years of service with the Saskatchewan Gaming Corporation and thereafter and up to, but not including the fiscal year in which they complete 22 years of service. Such leave shall be earned at the rate of 2 1/12 days for each completed calendar month of service.
- (v) employees shall be entitled to take 30 days vacation leave during the fiscal year in which they complete 22 years of service with the Saskatchewan Gaming Corporation. Such leave shall be earned at the rate of 2 ½ days for each completed calendar month of service.

Note: Part-time, seasonal and casual employees' entitlement will be pro-rated.

26.02 Vacation Pay:

- (i) **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 27.04), up to the maximum available credits to be earned for that fiscal year. Part-time employees will have their maximum available credits approximated using relevant data.**

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

- (ii) part-time employees shall accumulate vacation leave credits on a pro-rated basis.
- (iii)
 - (a) seasonal and casual employees with less than nine (9) years of service with the employer will receive vacation pay equal to 6.36% of all straight time hours worked, with each pay.
 - (b) seasonal and casual employees with more than nine (9) years of service will receive vacation pay equal to 8.64% of straight time hours worked, with each pay, until she/he has fifteen (15) years of service.
 - (c) seasonal and casual employees with fifteen (15) years of service will receive vacation pay equal to 11% of all straight time hours worked, with each pay, until he/she has twenty-five (25) years of service.

- (d) seasonal and casual employees with twenty-five (25) years of service or longer will receive vacation pay equal to 13.44% of all straight time hours worked, with each pay.

26.03 Scheduling of Vacation Leave:

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

- (a) schedule an employee's vacation leave in the year in which it is earned and employees are encouraged to schedule leave in one (1) week blocks; and

- (b) schedule the employee's vacation during the period requested;

- (i) During Non-Peak Periods (January 16th to June 14th and September 16th to December 14th)

- 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.

- (ii) During Peak Period (June 15th to September 15th and December 15th to January 15th)

- 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 26.03 (ii) (a).

- c) under special circumstances with the approval of the employer, an employee may use more than one (1) years vacation entitlement.

- (c) schedule periods of vacation of less than five (5) days on

reasonable notice by the employee.

(d) where in respect of any period of approved vacation leave:

- (i) an employee or her partner, or her child (providing they are permanently residing in the employee's household) is hospitalized for two(2) or more consecutive days resulting in the employees attendance there to; or,
- (ii) an employee is granted bereavement leave under article 28.04

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.

(e) Part-time employees will be paid vacation pay for the period of leave requested or up to the amount of their earned vacation credits, if less than amount of vacation requested.

(f) To provide an employee as much notice as is practical and reasonable, but no less than fourteen (14) calendar days notice of cancellation of previously approved vacation.

26.04 Carryover:

- (a) employees are expected to take all their vacation credits during the year in which they are earned.
- (b) where an employee has not used all of their vacation leave with pay credits, the employee shall be entitled to carry over up to fifteen (15) days to the following fiscal year. Carry over beyond the fifteen (15) days shall be by mutual consent.

26.05 Vacation Entitlement on Termination of Employment:

- (a) a full-time employee leaving the service who has vacation leave due, will have all monies owed paid to him/her calculated on the basis of wage rate in effect at the date of termination. In the event of death monies will be paid to the estate.
- (b) an employee leaving the service who has been granted more vacation leave than is due to her/him shall have such overpayment deducted from any monies owing him by the Corporation calculated on the basis of wage rate in effect at the date of termination. Notwithstanding the employer reserves the right to recover other debts the employee may have incurred.

- 26.06 Where the employer finds it necessary to restrict approved vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu (at straight time) or to take the leave at another time. Upon the submission of satisfactory documentary evidence, any non-recoverable or non-transferable financial commitments, made after the approval, will be reimbursed to the employee.

ARTICLE 27 – SICK LEAVE

27.01 Earning of Sick Leave:

Employees earn sick leave credits at the rate of 1 ¼ days 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 15 days sick leave credit per year. Unused sick leave credits accumulate from year to year. Management may advance up to 5 days sick leave for those situations involving hospitalization. Sick leave credits are not available until they are earned.

27.02 Use of Sick Leave Credits:

- (a) An employee absent from duty because of illness shall notify their supervisor/manager or designated official of any absence;
 - (i) for shifts that begin prior to 3:00 P.M., at least two (2) hours prior to their scheduled start time, and;
 - (ii) for shifts that begin at 3:00 P.M., or later, at least three (3) hours prior to their scheduled start time.
- b) **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 Corporation may call for an examination by a physician selected by the employer if such action is considered advisable. The cost of such medical certificate in excess of that paid for under the Saskatchewan Health Services Plan shall be borne by the Employer.**

- 27.03 In the event an employee's sick leave is exhausted she/he may be granted leave of absence without pay, subject to article 27.02 above and the provisions of the Labour Standards Act Section 44.2.

ARTICLE 28 – LEAVE WITH PAY OTHER THAN SICK LEAVE AND VACATION

28.01 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.

28.02 Court Leave:

- (i) an employee shall not suffer a loss of pay if her/his absence from work is due to attending court in response to a summons as a juror or witness for Crown.
- (ii) where an employee is required to attend court at the request of the employer in connection with her job duties, he/she shall have such time considered as time worked and the provisions of this Collective Agreement apply at that time.
- (iii) an employee who is called as a witness by the employer at an arbitration hearing shall have such time considered as time worked and all provisions of this Collective Agreement apply to her/his attendance.
- (iv) 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.

28.03 Pressing necessity – the employer recognizes that employees may encounter emergency or unforeseen circumstances that require their absence from work.

Leave may be approved with or without pay. When leave with pay is granted, the time approved is charged against the employee's sick leave credits.

28.04 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) up to three days leave with pay. Further leave without pay may be granted on a case by case basis.
- (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, 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:
 - (a) during the period of imminent death;
 - (b) immediately following the date of death;
 - (c) 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.

28.05 Family Responsibility Leave

- a) For the purpose of this clause, family is defined as spouse, dependent children (including children of spouse), foster children, step-children, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
 - i) one-half (1/2) shift or one (1) day for medical or dental appointments when the dependent family member is incapable of attending the appointment by themselves, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.
 - ii) up to two (2) consecutive shifts leave with pay to provide for the temporary care of a sick member of the employee's family;
 - iii) one (1) shift leave with pay for needs directly related to the birth or to the adoption of the employee's child.

- c) The total leave with pay which may be granted under this clause shall not exceed three (3) days in a calendar year and shall be deducted from sick leave provided for in Article 28.01.
- d) This provision will be prorated for part-time employees.

ARTICLE 29 – MATERNITY LEAVE WITHOUT PAY

29.01 The Corporation shall grant maternity leave to every female employee who:

- (a) is currently employed and has been in the employment of the corporation for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately proceeding the day on which the requested leave is to commence.
- (b) submits to the Corporation in writing for leave at least four weeks prior to the day on which she intends to commence the leave, and;
- (c) provides the Corporation with a certificate of a qualified practitioner certifying that she is pregnant and specifying the estimated date of birth.

29.02 The Corporation will also grant maternity leave benefits to any employee who meets the requirements of clause (a) above and provides the Corporation with a certificate of a qualified medical practitioner:

- (a) 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;
- (b) certifying that the employee was pregnant and that her 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.

29.03 (a) the maternity leave to which an employee is entitled shall consist of a period not exceeding twelve (12) months commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of birth.

- (b) 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.

- (b) where the pregnancy of an employee would unreasonably interfere with the performance of the employee's duties, the Corporation may, if no opportunity exists to modify her duties or reassign her to another job with no loss of wages or benefits, require her to commence maternity leave not more than thirteen (13) weeks prior to the estimated date of birth.
- (c) at the expiration of leave, the Corporation 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.
- (d) an employee granted maternity leave may make application for further leave under parental leave or indefinite leave provisions.

29.04 In relation to maternity leave any pregnant employee who has a medically substantiated need to be absent from work for health reasons related to pregnancy, either before, on, or after the date of delivery, shall be allowed to access earned sick leave credits. A medical certificate will be required in all cases.

29.05 Leave under this article shall be counted as service for the purposes of calculating vacation leave.

ARTICLE 30 – PARENTAL LEAVE WITHOUT PAY

30.01 Parental leave is defined as leave for employees which is preceding or following the birth of a child or a child coming into the employee's care. The Corporation shall grant parental leave to every employee who:

- (a) is currently employed and has been in the employment of the Corporation for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and
- (b) submits to the Corporation 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 taking maternity leave, at least four (4) weeks prior to the day on which the employee was scheduled to return from maternity leave.

30.02 The Corporation shall grant parental leave for a period of not less than two (2) weeks and not more than one (1) year.

30.03 An employee who wishes to take parental leave in combination with maternity leave shall take the two leaves consecutively.

At the expiration of the leave, the Corporation will reinstate the employee in the position occupied by the employee at the time leave commenced or in a comparable position, with no loss of benefits or reduction in wages.

30.04 Leave under this article of more than six (6) months shall not be counted as service for the purposes of calculating vacation leave.

30.05 The employer shall provide Parental allowance and benefits in accordance with the Saskatchewan Gaming Corporation Policy 603.3.

ARTICLE 31 – ADOPTION LEAVE WITHOUT PAY

31.01 The Corporation shall grant adoption leave to an employee who:

- (a) is currently employed and has been in the employment of the Corporation for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence.
- (b) submits to the Corporation 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
- (c) is the primary caregiver of the adopted child during the period of the leave.

31.02 The Corporation shall approve leave for a period of not more than eighteen (18) weeks commencing on the day the child becomes available for adoption.

31.03 At the expiration of the leave, the Corporation 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.

31.04 Leave granted under this article shall count as service for the purpose of calculating vacation leave.

ARTICLE 32 – SUPPLEMENTAL EMPLOYMENT BENEFIT (NEW)

32.01 An employee who has been granted maternity leave, parental

leave, or adoption leave without pay shall be paid a maternity, parental or adoption supplemental employment benefit allowance provided that the employee:

- (a) has completed six (6) months employment before the commencement of the leave without pay,
- (b) provides the Saskatchewan Gaming Corporation proof that they have applied for and are in receipt of benefits pursuant to the Employment Insurance Act,
- (c) has signed an agreement with the Saskatchewan Gaming Corporation stating that:
 - (i) they will return to work on the expiry date of the leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (ii) following their return to work as described in (i), the employee will work for a period equal to the period they were in receipt of the leave allowance;
 - (iii) should the employee fail to return to work in accordance with (i), or should they return to work but fail to work for the total period specified in (ii), for reasons other than death, lay-off or illness, the employee will be indebted to the employer for an amount determined as follows:

allowance received X remaining period to be worked
total period to be worked

32.02

Maternity, Parental and Adoption Leave supplemental employment benefits made in accordance with this article, will consist of the following:

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, ninety five per cent (95%) of the regular gross weekly rate of pay for each of the two weeks of the waiting period, less any monies earned during this period, and;
- (b) for each week, up to a maximum of fifteen (15) weeks (to include the two week waiting period), that the employee receives benefits pursuant to the Employment Insurance Act, the difference between the employee's gross weekly Employment Insurance benefits they are eligible to receive and ninety-five percent (95%) of their regular weekly gross rate of pay.

- 32.03 An employee who wishes to take parental leave in combination with maternity leave shall take the two leaves consecutively but shall only be eligible for one supplemental employment benefit.

ARTICLE 33 – LEAVE WITHOUT PAY (GENERAL)

- 33.01 An employee may, for valid reasons, be granted an indefinite leave of absence without pay by the Vice President of Human Resources or designate.
- 33.02 Employees on indefinite leave shall be required to apply for extensions annually giving proof that original conditions under which leave was granted still prevail.
- 33.03 An employee, upon conclusion of the leave, shall be considered for re-employment for vacant positions for which the employee is qualified.

ARTICLE 34 – LEAVE WITHOUT PAY FOR POLITICAL INVOLVEMENT

- 34.01 Employees seeking candidacy in provincial or federal 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.
- 34.02 Employees taking leave as per 34.01 will be reinstated upon the conclusion of their involvement.

ARTICLE 35 – EARNING OF BENEFITS WHILE ON LEAVE OF ABSENCE WITHOUT PAY OR LAY OFF

- 35.01 Where an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not earn any **regular** benefits, **such as employee parking, vacation accrual, vacation pay, sick leave, pressing necessity leave, gratuities, shoe allowance, and employer contributions to the pension plan** for the period of such absence, but shall retain his/her accumulative credits, if any, existing at the time of such leave or lay-off.
- 35.02 Employees who are on a leave of absences without pay will also be required to complete written correspondence electing to pay or not pay for their extended health, dental and pension benefits while on leave.

