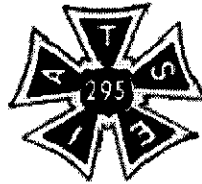


# **COLLECTIVE AGREEMENT**

- BETWEEN -

The International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
Local 295



- AND -

Saskatchewan Gaming Corporation, Casino Regina



**July 7, 2013 to July 6, 2017**

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT .....2  
ARTICLE 2 – DEFINITIONS .....2  
ARTICLE 3 – SCOPE AND RECOGNITION .....3  
ARTICLE 4 – UNION SECURITY .....4  
ARTICLE 5 – MANAGEMENT RIGHTS .....4  
ARTICLE 6 – DISCRIMINATION AND HARASSMENT .....5  
ARTICLE 7 – HOURS OF WORK .....7  
ARTICLE 8 – MEAL BREAKS AND REST PERIODS .....8  
ARTICLE 9 – DESIGNATED HOLIDAYS .....8  
ARTICLE 10 - EMPLOYEE PARKING.....9  
ARTICLE 11 - ANNUAL VACATIONS .....9  
ARTICLE 12 - SICK LEAVE WITH PAY.....10  
ARTICLE 13 - UNIFORMS AND SECURITY.....10  
ARTICLE 14 - PENSION PLAN.....11  
ARTICLE 15 - BENEFITS .....11  
ARTICLE 16 - GRIEVANCE PROCEDURE .....12  
ARTICLE 17 - NO STRIKES OR LOCKOUTS .....13  
ARTICLE 18 - POST RESIGNATION MEETING .....13  
ARTICLE 19 – WORKERS’ COMPENSATION .....14  
ARTICLE 20 – STANDBY PREMIUM .....14  
ARTICLE 21 – PAY ADMINISTRATION.....14  
ARTICLE 22 – REPRESENTATIVE WORKFORCE.....15  
ARTICLE 23 – STAFFING.....15  
ARTICLE 24 – DURATION .....16  
APPENDIX A – WAGES.....17  
    (EFFECTIVE JULY 7, 2013 TO JULY 6, 2014) .....17  
    (EFFECTIVE JULY 7, 2014 TO JULY 6, 2015) .....17  
    (EFFECTIVE JULY 7, 2015 TO JULY 6, 2016) .....18  
    (EFFECTIVE JULY 7, 2016 TO JULY 6, 2017) .....18

## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The parties agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work, and any other working conditions affecting the employees, covered by this Agreement.
- 1.02 It is a further purpose to promote the efficient operations and harmonious relations between the Employer and the Union.

## ARTICLE 2 – DEFINITIONS

- a) "casual employee" shall mean any employee who works on a "call as needed" basis and who does not appear on the base schedule on a regular and continuing basis;
- b) Day – a calendar day, 00:00 – 24:00, unless otherwise specified.
- c) Employer – the Saskatchewan Gaming Corporation.
- d) Fiscal Year – the period from January 1 to December 31, inclusive, of any given year;
- e) "full-time employee" shall mean any employee who works full-time hours set out in Article 7 – Hours of Work and who appears on the base schedule on a regular and continuing basis;
- f) "part-time employee" shall mean any employee who works less than full-time hours as set out in Article 7 – Hours of Work and who appears on the base schedule on a regular and continuing basis;
- g) "permittee" shall mean any employee who is hired by the Corporation to perform work of the bargaining unit and who is not currently a member of the bargaining unit;
- h) Schedule – is the number of individual sets of shifts, posted by the employer.
- i) Shift – means the scheduled hours of work performed by an employee on any one day.
- j) Union – means Local 295 of the IATSE.

### ARTICLE 3 – SCOPE AND RECOGNITION

- 3.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the Saskatchewan Labour Relations Board in its certification order dated July 7, 2004.
- 3.02 All work within the bargaining unit shall be normally performed by bargaining unit employees and no one from outside the scope of the union shall perform any bargaining unit work except where the work is deemed by the employer to be of such a technical nature that the Technical Services Manager will perform or in emergency situations or unforeseen circumstances.
- 3.03 The union recognizes the responsibility of its members to perform faithfully and diligently their respective duties of the employer as reasonably set forth by the employer and subject to the provisions of the collective agreement.
- 3.04 The employer acknowledges the right of the union to appoint employees as union representatives.
- 3.05 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 investigations of a grievance or a complaint by an employee or the union.
- 3.06 Where the authorized representative or executive officer enters the workplace and wishes to meet with an employee the authorized representative or executive officer shall first obtain the express permission of the supervisor of the employee, which permission shall not be unreasonable withheld.
- 3.07 The employer shall not enter into any written or verbal agreement with an employee, which may conflict with the terms of this agreement.
- 3.08 When a new position is established within the scope of the bargaining unit during the term of this Agreement where there is no existing rate of pay established, the rate of pay shall be subject to negotiation between the employer and the union.

#### ARTICLE 4 – UNION SECURITY

- 4.01 Every employee who is now or hereafter becomes a member of the union shall maintain the employee's membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days after commencement in the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by members 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 dues and remit to the union on a quarterly basis. The remittance shall be accompanied by a written list providing the names of all employees for whom deductions have been made and the deductions made on the employee's behalf.
- 4.03 The union shall inform the employer, in writing, of the authorized deduction to be checked off for each employee.
- 4.04 The employer agrees to set out the amount of union dues paid by each union member on the employee's T-4 slip.

#### ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 All the functions, personnel pay practices, selection of employees, 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.
- 5.02 The employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and conditions of this Agreement.

## ARTICLE 6 – DISCRIMINATION AND HARASSMENT

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

- 6.01 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.
- 6.02 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.
- 6.03 The employer accepts that it has a primary responsibility to prevent and stop discrimination on the basis of the grounds set out in Article 6.01 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, customer of the employer or the employer.
- 6.04 Disciplinary measures or grievance arising from discriminatory conduct will be handled as quickly and 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.

- 6.05 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 workplace or 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 parties agree that the employer's harassment policy shall apply and will be followed when a complaint is filed under this Article.

## ARTICLE 7 – HOURS OF WORK

- 7.01 Full-time hours of work shall be an average of 152 hours in a twenty-eight (28) day period.
- 7.02 Scheduling
- a) Employees shall be scheduled on the basis of the skill required to do the task/function/show.
    - i) Base Schedule - The employer will make every reasonable attempt to schedule and post hours and shifts for full-time and part-time employees for a twenty eight (28) day period, at least one (1) week in advance of taking effect.
    - ii) Event Schedule - The Event Schedule will be posted within the Base Schedule when the event advancement is confirmed and staff requirements have been finalized. Employees will be notified of the dates and times of any event schedule changes and/or availability requirements where the employee is required to work. Any changes will be added to the Base Schedule. The parties recognize that additional labour requests and/or changes may occur up until the performance date.
  - b) Except in cases of sudden or unusual occurrences or conditions that could not, by the exercise of reasonable judgement, have been foreseen by the employer, twelve (12) hours notice of any change in shift start time will be provided.
- 7.03 The employer will provide employees with, at least, twenty-four (24) hours notice when a scheduled shift is not needed. In the event twenty-four (24) hours notice cannot be provided, affected employees will be paid for the employee's scheduled hours at the regular rate of pay.
- 7.04 No employee shall be called in, or scheduled to work, for less than three (3) hours. Payment for call-outs shall be a minimum of three (3) hours pay at the employee's regular rate or for the actual hours worked, which ever is greater.
- 7.05 In the event that an act and/or show repeats a performance consecutively, on separate days, the repeat performance shall be a minimum call of four (4) hours for employees.



- 7.06 Employees shall receive overtime pay for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week, at the rate of time and one half (1 1/2) of regular rates for the first four (4) hours and two (2) times the regular rate for all additional hours.

#### ARTICLE 8 – MEAL BREAKS AND REST PERIODS

- 8.01 Employees shall be entitled to one (1) fifteen minute paid rest period within each three (3) hours of work.
- 8.02 Every employee who is scheduled to work four (4) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes.
- 8.03 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, by the employer, to be on call or working during their meal breaks shall be paid at their regular rate of pay.
- 8.04 If employees are not able to take their lunch break, a meal shall be provided by the employer.

#### ARTICLE 9 – DESIGNATED HOLIDAYS

- 9.01 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.

- 9.02 An employee who works on a designated holiday shall be paid at time and one half (1 1/2) at their regular hourly rate for all hours worked on that day.

9.03 Employees working overtime on a designated holiday shall be paid at the rate equal to double (2X) the employee's regular hourly rate of pay for all overtime hours worked.

9.04 In each pay period the employer will pay each employee an amount equal to 4.62 % of the employee's salary for that period.

#### ARTICLE 10 - EMPLOYEE PARKING

10.01 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 11 - ANNUAL VACATIONS

11.01 Employees shall be entitled to earn vacation pay as follows:

- a) less than eight (8) years of service, 3/52 of gross pay;
- b) after eight (8) years of service up to and completing fifteen (15) years of service, 4/52 of gross earnings;
- c) after fifteen (15) years of service up to and including twenty two (22) years of service, 5/52 of gross earnings;
- d) after twenty two (22) years of service, 6/52 of gross earnings.

11.02 Employees on vacation leave shall receive vacation pay based on their accrued vacation pay as outlined in Article 11.01. Employees shall be entitled to annual vacation leave as follows:

- a) less than eight (8) years of service; an annual leave of 3 weeks;
- b) after eight (8) years of service up to and including the completion of fifteen (15) years of service, an annual leave of 4 weeks;
- c) after fifteen (15) years of service up to and including twenty two (22) years of service; an annual vacation leave of 5 weeks;
- d) after twenty two (22) years of service; an annual leave of six weeks.

11.03 Part-time and Casual employees will receive vacation pay on each pay.

#### ARTICLE 12 - SICK LEAVE WITH PAY

- 12.01 Employees shall accrue sick leave credits of one (1) day for every 173.33 hours worked. Unused sick leave credits shall accumulate from year to year. Effective the date of signing, an employee's sick leave bank will be credited with sick leave credits based on hours worked since July 7, 2004.
- 12.02 Employees absent from work due to illness shall be paid by deduction from their sick leave credit accumulation to the extent earned.
- 12.03 An employee absent from duty because of illness shall provide to the employer as much notice as possible but such notice shall not be less than four (4) hours.
- 12.04 The employer reserves the right in the event of application for sick leave to require a medical certificate. The cost of such medical certificate shall be borne by the employer.

#### ARTICLE 13 - UNIFORMS AND SECURITY

- 13.01 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.
- 13.02 Uniforms shall be worn at the work premises and are to be placed in the laundry hampers provided, when they require cleaning.
- 13.03 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.
- 13.04 When an employee resigns or is discharged from the service of the employer, all uniforms, accessories, and security access cards that were issued to the employee shall be returned to the employer.

#### ARTICLE 14 - PENSION PLAN

- 14.01 In addition to the Canada Pension Plan, eligible employees will as a condition of employment, be enrolled in the Capital Pension Plan. The employer and employees shall make contributions in accordance with the provisions of the Plan.
- 14.02 For the purpose of the pension plan only, an eligible employee shall be defined as any person who is a full-time employee or any employee who works less than full-time and in each of two consecutive calendar years, earns not less than 35% of the year's maximum pensionable earnings with respect to that employment or completes 700 hours of employment with the employer.

#### ARTICLE 15 - BENEFITS

- 15.01 The employer will provide the following benefit programs (Great West Assurance Company):
- i) Basic group life insurance at 200% of the employee's salary. The employer will pay any associated premiums for the first \$25,000 of salary, employees will pay any remaining premiums.
  - ii) Basic group accident plan. The associated premiums to be paid by the employer.
  - iii) Long term disability. The employer will pay 50% of all associated premiums and employees will pay 50% of all associated premiums.
  - iv) Dental plan. The employer to pay all associated premiums.
  - v) Vision care plan. The employer to pay all associated premiums
  - vi) Extended Health Plan. The employer will pay all associated premiums. Health plan will include a prescription drug card.

## ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A grievance shall be defined as any complaint or dispute between the Employer and the Union regarding the interpretation, application or alleged violation of this Agreement submitted by the union, in writing within thirty (30) days of the incident or alleged infraction.

The employer and union agree that it is most desirable to resolve complaints and disputes through discussions between the employee and supervisor. Both the employer and the union shall encourage employees to discuss their complaints with the supervisors so as to resolve differences quickly.

Step one: The grievance shall be taken up with the Director, or their designate. The Director shall render a written decision to the union within seven (7) days.

Union policy grievances and grievances that involve a dismissal may be presented directly to Step 2.

Step two: Grievances not resolved at step one may be submitted in writing to the Vice-President of Operations or their designate within seven (7) days from receipt of the step one decision. The Vice-President will render a written decision within (7) days.

Step three: If a settlement is not achieved at step two, the union may proceed to step three by providing written notice within seven (7) days from receipt of the step two decision.

The union shall consult with the President and CEO or designate, and a written decision will issued within ten (10) days.

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

16.02 If settlement is not achieved at step three, within seven (7) days from receipt of the written decision, either party may request arbitration by letter to the other party.

16.03 Where a grievance is referred to arbitration, the following procedure shall apply:

- i) within seven (7) days of receiving letter requesting arbitration, the union and employer will agree upon an 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 to make an appointment.
- ii) the arbitrator shall hear the grievance as soon as possible and render a decision within thirty (30) calendar days of the conclusion of the hearing. The decision, once forwarded to the parties is final and binding on each party and any employee affected by it.
- iii) the arbitrator shall have no power to alter, modify or amend provisions made in this agreement. The arbitrator may amend a grievance, modify penalties or make a ruling concerning procedural irregularities.
- iv) each party shall pay its own costs and each shall pay one half (1/2) of the arbitrator's costs.

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

#### ARTICLE 17 - NO STRIKES OR LOCKOUTS

17.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.

17.02 The union agrees there will be no strike, work stoppage, or slow down during the term of this agreement.

#### ARTICLE 18 - POST RESIGNATION MEETING

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

## ARTICLE 19 – WORKERS’ COMPENSATION

19.01 When an employee is injured in the performance of their duties, or incurs an industrial illness arising out of and in the course of employment at the Casino Regina Showlounge, and where a claim has been made pursuant to the Saskatchewan Workers’ Compensation Act, the following provisions will apply:

- i) for the period between the occurrence of the injury/illness and the acceptance of the claim by the Saskatchewan Workers’ Compensation Board, the employee may access the employee’s sick leave credits.
- ii) upon receipt of compensation benefits from the Saskatchewan Workers’ Compensation Board, the employee will restore the sick leave credits used by paying the employer. Payment will be completed through a formal agreement between the employee, employer and the Workers’ Compensation Board. The Board will forward the amount owed directly to the employer.
- iii) should the injury or illness not be accepted as a compensable claim by the Saskatchewan Workers’ Compensation Board, the sick leave used will not be repayable.

## ARTICLE 20 – STANDBY PREMIUM

20.01 When the employer requires an employee to be available on standby during off duty hours, an employee shall be entitled to a standby premium of one (1) hour pay, at the employees regular rate of pay, for each eight and one half (8 ½) hour period or portion thereof, for which the employee has been designated on standby duty.

## ARTICLE 21 – PAY ADMINISTRATION

21.01 The wage schedule covering all employees occupying positions covered by this Collective Agreement shall be set out in Appendix “A” and shall form part of this Agreement. The employer shall pay wages bi-weekly, by payroll deposit, in accordance with Appendix “A”.

21.02 The employer shall not introduce new methods of paying employees without prior negotiations and agreement with the union.

## ARTICLE 22 – REPRESENTATIVE WORKFORCE

22.01 The union and employer recognize and are committed to achieving 50% aboriginal employment for all in scope levels and the addressing of representation of the other equity groups.

## ARTICLE 23 – STAFFING

23.01 All new employees must successfully complete a Security and Suitability background check and must obtain and/or maintain a gaming license as administered by the Saskatchewan Liquor and Gaming Authority.

23.02 The following staffing process will apply where full-time and part-time vacancies occur:

- i) the employer will issue a job posting as per the employer's staffing process and policy. A copy of the job posting will be provided to the union. The job posting shall specify the qualifications required for the position, as determined by the employer, and will include the knowledge, skills and abilities required to do the job.
- ii) applicants will have seven days (7) from the date of the job posting to make written application.
- iii) the applicants will be assessed through the employer's normal staffing process.

23.03 Newly hired full-time and part-time employees shall be on probation for a period of three (3) months. During the probationary period employees shall be entitled to all rights and benefits of this agreement.

- 23.04
- a) The union and employer shall mutually agree in the establishment and maintenance of a list of competent, qualified personnel to perform casual work as required by the employer. The union further undertakes that it will endeavour to supply qualified personnel to perform casual work in all job classifications within the scope of this Collective Agreement.
  - b) In the event there are no qualified union members available to work, the employer retains the right to engage permittees to ensure operational needs are met, in consultation with the union.



ARTICLE 24 – DURATION

- 24.01 a) This agreement shall be effective from **July 7, 2013** and shall remain in force until **July 6, 2017** and thereafter from year to year, however, either party may, not less than thirty (30) days or more than sixty (60) 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.
- b) This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to the date of signing.

APPENDIX A – WAGES

**(Effective July 7, 2013 TO July 6, 2014)**

Position	Wage Rate
Hair, Makeup, Wardrobe Junior Lighting Operator <b>Trainee</b> Spot Operator Stage Hand	<b>\$23.30</b>
Head Hair, Makeup, Wardrobe Junior Audio Technician Senior Lighting Operator <b>Rigger</b>	<b>\$25.56</b>
Senior Audio Technician	<b>\$27.09</b>

**(Effective July 7, 2014 TO July 6, 2015)**

Position	Wage Rate
Hair, Makeup, Wardrobe Junior Lighting Operator <b>Trainee</b> Spot Operator Stage Hand	<b>\$23.65</b>
Head Hair, Makeup, Wardrobe Junior Audio Technician Senior Lighting Operator <b>Rigger</b>	<b>\$26.05</b>
Senior Audio Technician	<b>\$27.50</b>

**(Effective July 7, 2015 TO July 6, 2016)**

Position	Wage Rate
Hair, Makeup, Wardrobe Junior Lighting Operator <b>Trainee</b> Spot Operator Stage Hand	<b>\$24.02</b>
Head Hair, Makeup, Wardrobe Junior Audio Technician Senior Lighting Operator <b>Rigger</b>	<b>\$26.46</b>
Senior Audio Technician	<b>\$27.94</b>

**(Effective July 7, 2016 TO July 6, 2017)**

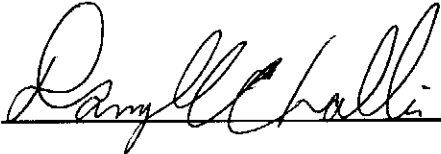
Position	Wage Rate
Hair, Makeup, Wardrobe Junior Lighting Operator <b>Trainee</b> Spot Operator Stage Hand	<b>\$24.48</b>
Head Hair, Makeup, Wardrobe Junior Audio Technician Senior Lighting Operator <b>Rigger</b>	<b>\$26.97</b>
Senior Audio Technician	<b>\$28.47</b>


Dated at the City of Regina this 12<sup>th</sup> day of February, 2017.

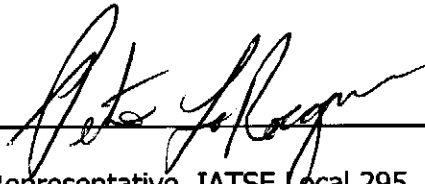
SASKATCHEWAN GAMING  
CORPORATION

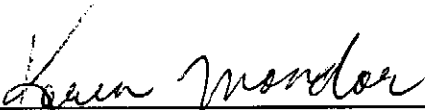
The International Alliance of  
Theatrical Stage Employees,  
Moving Picture Technicians, Artists  
and Allied Crafts of the United  
States, its Territories and Canada,  
Local 295

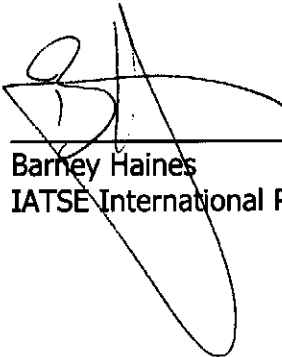
  
Blaine Pilatzke  
SaskGaming

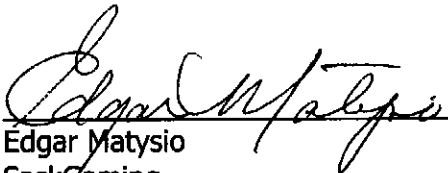
  
Representative, IATSE Local 295

  
Brenda Rebman  
SaskGaming

  
Representative, IATSE Local 295

  
Karen Mondor  
SaskGaming

  
Barney Haines  
IATSE International Representative

  
Edgar Matysio  
SaskGaming