

FIFTH COLLECTIVE AGREEMENT

BETWEEN:

PUBLIC SERVICE ALLIANCE OF CANADA

and

KLONDIKE VISITORS ASSOCIATION

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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 cooperation.
- 1.02 The purposes of this Agreement are to:
- (a) settle the conditions of employment between the parties;
 - (b) develop and maintain the best possible service to clients of the Employer and promote the objectives of the Employer as set out in its Constitution, which objectives may be changed from time to time. The Employer agrees to provide the Union with copies of the proposed changes forthwith after any meeting of the Society which votes to change those objectives;
 - (c) recognize the value of joint discussion where possible relating to service delivery to clients and terms and conditions of employment not covered by this Agreement;
 - (d) promote job satisfaction and security of employees in the bargaining unit where not inconsistent with (b).

ARTICLE 2 - DEFINITIONS

bargaining unit	- all employees employed by the Klondike Visitors Association including or in connection with the operation of Diamond Tooth Gerties, the Palace Grand Theatre except the: Executive Director, Manager of Finance & Administration, Financial Assistant, Casino Manager, Casino Shift Manager, Games Manager, Bank Manager, Assistant Bank Manager, Bar Manager, Maintenance Manager, Slots/Door Security Manager, Pit Bosses and Manager of Marketing & Promotions.
bargaining unitwork	- work done by a member of the bargaining unit on a regular basis
classification	- one of the positions identified in Appendix A of Article 14
day	- a calendar day, unless otherwise specified
Employer	- Klondike Visitors Association
employee	- a member of the bargaining unit
gender	- where the feminine gender is used it shall be considered to include the masculine gender unless any provision of the Agreement states otherwise
hours worked	- hours during which the employee is paid
partner	- the person with whom the employee lives in a conjugal relationship regardless of whether the person is of the same or opposite sex

position	- employment in a specific job classification as per Article 14 , and in a specific job category as per Article 13
Union	- the Public Service Alliance of Canada and/or the Yukon Employees Union
Union Representative	- an employee appointed by the Union pursuant to Article 6
Season	- the summer operating season of each calendar year (except for administrative and maintenance employees) will be May 1 st to September 30 th .

ARTICLE 3 - APPLICATION

3.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

ARTICLE 4 - UNION RECOGNITION

4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

4.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of her 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.

4.03 The Employer agrees that, given reasonable notice to the Employer by the Union, the Union Representative may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union. The Union Representative will make reasonable efforts not to interfere with service to clients of the Employer.

4.04 Where the Union Representative enters the workplace and wishes to meet with an employee:

- (a) the Union Representative shall endeavor wherever possible, to meet with the employee after shift end or during the employee's rest break;
- (b) if that is not possible, the Union Representative shall discreetly meet with the employee away from the hearing and sight of clients of the Employer. Prior to any meeting with the employee during working hours, the Union Representative shall first obtain the express permission of the supervisor of the employee, which permission shall not be unreasonably withheld.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer shall deduct from the wages of each employee in the bargaining unit covered by the Collective Agreement, whether or not a member of the Union, the amount of regular Union dues, and to remit the amount to the Union in accordance with Clause 5.07. Employees covered by Clause 5.02 shall be exempt from this provision.
- 5.02 An employee who is the subject of an order under Section 70(2) of the *Canada Labour Code* or who declares in an affidavit that:
- (a) she is a member of a religious organization registered under the *Income Tax Act*;
 - (b) her religious organization prevents her from joining a Union or making financial contributions to a Union; and
 - (c) she will make a contribution to a charitable organization of her choice equivalent to Union dues shall not be subject to the provisions of this Article.
shall not be subject to the provisions of this Article.
- 5.03 Subject to Clause 5.02 above, membership in the Union shall be a condition of employment for all employees.
- 5.04 The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 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.
- 5.06 No trade union, as defined by the *Canada Labour Code*, other than the Union, shall be permitted to have membership dues and/or other monies 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.
- 5.07 The amounts deducted in accordance with Clause 5.01 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 particulars identifying each employee and the deductions made on her behalf.
- 5.08 The Employer agrees to set out the amount of Union dues paid by each Union member on her T-4 slip.

ARTICLE 6 - APPOINTMENT OF UNION REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint not more than five (5) employees as Union representatives.
- 6.02 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.

- 6.03 The Union shall provide the Employer with a list of the names of its 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 employees representing the Employer at the various levels of the grievance process.

ARTICLE 7 - TIME OFF FOR UNION BUSINESS

- 7.01 A Union representative appointed under Article 6 and whose name has previously been submitted to the Employer shall not suffer any **loss** of pay as a result of undertaking the following responsibilities on behalf of the Union during 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 40, or any other meeting called by management.
- 7.02 A Union Representative shall obtain the permission of her immediate supervisor before leaving her work area to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld. It shall be reasonable to withhold permission where service to clients would be adversely affected.
- 7.03 Only one Union Representative at any one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the Employer has specifically granted permission for more than one Union representative to do so or in order to attend the Labour Management Relations Committee Meetings.
- 7.04 An employee shall not suffer any loss of pay as a result of:
- (a) meeting with management to deal with a grievance during her regularly scheduled hours;
 - (b) appearing as a witness for the Employer at any arbitration hearing, hearing of a conciliation officer or board, or the Canada Labour Relations Board.
- 7.05 Where operational requirements permit, the Employer will grant leave without pay to a maximum of three employees for the purpose of attending contract negotiation meetings on behalf of the Union. This time shall be counted as time worked for all purposes besides pay if negotiation take place at a time when the employee is not otherwise on lay-off.
- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, she shall, if requested, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.
- 7.07 In addition to the leave without pay described in Clause 7.05, Union representatives shall together be allowed a total of fifteen **(15)** person shifts leave without pay during each Season for the purpose of attending to Union business or attendance at conferences or seminars.

- 7.08** The Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union or Regional Executive Vice President North subject to the following conditions:
- (a) the authorized leave will be for the term of appointment designed by the Union to a maximum of three years;
 - (b) upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. If the employee is re-elected for subsequent terms, she shall continue to be on leave. Upon completion of her term of office, the employee will be guaranteed a position at the same level she held before her leave;
 - (c) if the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence;
 - (d) the Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

Employees shall receive seniority during their term of office **as** elected Union President or Regional Executive Vice President North. Such seniority shall be equivalent to that of their last operating season unless the parties agree otherwise.

ARTICLE 8 – INFORMATION

- 8.01** The Employer shall provide the Union with a monthly report, which sets out the following information:
- (a) the names of each employee hired since the last report;
 - (b) the location and classification of each employee;
 - (c) the name and new classification of any employee who has changed classification since the last report;
 - (d) the employees terminated or laid-off.
- 8.02** When offering a person employment in the bargaining unit, the Employer shall inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.03** At the time an employee commences her employment, the Employer shall inform her of the name of the Union Representative at her work place.
- 8.04** The Employer and the Union shall share the cost of printing sufficient copies of this Collective Agreement. The Collective Agreement shall be printed in the Yukon Territory, at a unionized facility if available.
- 8.05** If a letter of understanding is signed by the parties interpreting or modifying this Agreement, a copy shall be provided to each employee. The cost of copying shall be in accordance with Article **8.04**.

ARTICLE 9 - BULLETIN BOARD SPACE

- 9.01 The Employer shall provide a bulletin board in the staff room of Diamond Tooth Gerties and the Administration office for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.
- 9.02 Any material posted on the Union bulletin boards must be authorized by a Union representative.

ARTICLE 10 - JOB SECURITY

- 10.01 No employee shall lose her employment or during a Season suffer a reduction in straight time hours due to contracting out of bargaining unit work.
- 10.02 Persons whose jobs are not in the bargaining unit shall not work on any bargaining unit jobs except:
- (a) where other staff is unavailable;
 - (b) in an emergency;
 - (c) to cover bargaining unit employees on breaks;
 - (d) where there is an existing practice.
- 10.03 No employee shall be required or permitted to make a written or verbal agreement which conflicts with the terms of this Agreement.

ARTICLE 11 - NO DISCRIMINATION

- 11.01 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) sex, including pregnancy, and pregnancy related conditions;
 - (g) sexual orientation;
 - (h) gender identity;
 - (i) physical or mental disability;
 - (j) criminal charges or criminal record;
 - (k) political belief, political association, or political activity;
 - (l) marital or family status;
 - (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.
- 11.02 It is discrimination to treat an employee or the Employer unfavorably because of one of the grounds set out above, unless there is reasonable cause to do so.

- 11.03 The Employer accepts that it has a primary responsibility to prevent and to stop discrimination on the basis of the grounds set out in Clause 11.01 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.
- 11.04 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.
- 11.05 Special programs and employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted. Before implementing any such program, the Employer will consult with the Yukon Human Rights Commission and the Union.

ARTICLE 12 -WORKPLACE HARASSMENT

- 12.01 All employees, and the Employer, are entitled to work in an environment free of workplace harassment.
- 12.02 The Employer, the employees and the Union shall not engage in workplace harassment in their dealings with each other.
- 12.03 It is the Employer's responsibility to prevent and stop workplace harassment.
- 12.04 Disciplinary measures or grievances arising from workplace harassment will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.
- 12.05 (a) The Employer, the employees and the Alliance recognize the right of all persons employed at the Klondike Visitors Association to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Personal harassment means any improper behavior by a person that is directed at and offensive to another employee, and which the first person knew or ought reasonably to have known would be unwelcome. This comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- (c) Sexual harassment means any conduct, comment, gesture-or contact of a sexual nature:
- (i) that might reasonably be expected to cause offence or humiliation; or
 - (ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion

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- (d) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermines an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

ARTICLE 13 - POSITIONS

- 13.01** Employees shall be either Full-time or Part-time.

ARTICLE 14 - CLASSIFICATION AND RECLASSIFICATION

- 14.01** The Employer will give the Union thirty (30) calendar days notice of its intention to eliminate an existing classification as set out in Appendix A.
- 14.02** When the Employer creates a new bargaining unit classification, it shall promptly notify the Union, and shall set a rate for the position. If the Union disagrees with the rate set by the Employer, it shall discuss the matter with the Employer, and failing an agreement, may refer the matter directly to arbitration.

ARTICLE 15 - STATEMENT OF DUTIES

- 15.01** The Employer shall develop and maintain written job descriptions for each position, and shall provide copies of those job descriptions to employees upon hiring, and after any change in the job description or an employee's classification. Where the Employer changes the duties of a classification, it shall promptly notify the Union of the change.
- 15.02** The fact that the job duties are set out in a job description does not mean or imply that those job duties may not be changed.

ARTICLE 16 - OVERTIME

- 16.01** Overtime pay shall consist of a rate of pay one and one-half times an employee's regular pay.
- 16.02** An employee shall receive overtime pay if the Employer requires or permits an employee to work in excess of:
- (a) eight (8) hours in a shift; or
 - (b) forty (40) hours in a week, but excluding from this calculation hours worked in excess of eight (8) hours in a day.

The provisions of clause **16.03** for the KVA Marketing Assistant and the Special Events Coordinator shall have force and effect only for employees hired after the date of ratification.

- 16.03** (a) the Union and the Employer agree to allow for hours to be averaged over periods of *two* consecutive weeks for cashiers in the banking area of Diamond Tooth Gertie's Casino, and for the KVA Marketing Assistant and Special Events Coordinator.
- (b) Overtime shall only be paid for hours worked in excess of eighty **(80)** in *two* consecutive weeks in the banking area or in performing duties as Marketing Assistant or Special Events Coordinator.
- 16.04** (a) upon employee request the Employer may grant the accumulation of time in lieu of pay for overtime worked at the appropriate overtime rate;
- (b) upon employee request, the taking of time in lieu of pay for overtime worked may be granted during the season:
- (c) any accumulated time in lieu of pay for overtime worked not taken will be paid out at the end of each season at the appropriate overtime rate.

ARTICLE 17 -TRANSPORTATION AND MEALS

- 17.01** Where an employee is requested by the Employer to use her personal vehicle for job-related purposes, the Employer will pay her mileage at the rates established in the Klondike Visitors Association Staff Travel Policy.
- 17.02** No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 17.03** Where an employee is required to travel for work-related purposes, the Employer will pay her a meal and incidental allowance at the rates established in the Klondike Visitors Association Staff Travel Policy.
- 17.04** (a) employees scheduled for work in excess of eight **(8)** hours in a shift or who work in excess of eight **(8)** hours in a shift, shall be provided with a ten dollar **(\$10)** food credit to be utilized during, immediately before, or immediately following the shift;
- (b) food credits may not be used for alcoholic beverages, or be carried over to another shift. Employees scheduled for greater than eight **(8)** hours in a shift who voluntarily leave prior to completing eight **(8)** hours in a shift will not receive a food credit and if she has already utilized it, it shall be deducted from her next pay cheque;
- (c) Bank employees working a shift in excess of eight **(8)** hours or a split shift on extended-hour workdays (those days which the Casino is open earlier than the normal operating hours) shall be eligible for a food credit.

ARTICLE 18 - PAY ADMINISTRATION -

- 18.01** 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.
- 18.02** The Employer shall pay wages bi-weekly in accordance with Appendix "A" on every other Thursday by payroll deposit provided the Employee supplies complete banking information, in which case the Employer may not hold back more than five **(5)** days' pay. In the event this information is not provided, the Employee will be paid by cheque as soon as the Employer receives it from the payroll service provider.

- 18.03 Each employee who works in a month shall receive once each payperiod:
- (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 for the wages; and
 - (e) the actual sum being received by the employee.

ARTICLE 19 - END OF SEASON BONUS

- 19.01 Employees who have worked a minimum of 50 hours and had continuous employment to the end of the Season shall receive an End of Season Bonus.
- 19.02 The End of Season Bonus shall be paid based on the following formula during the term of this Collective agreement: The number of hours worked rounded to the nearest multiple of 50 to a maximum of \$500.00.
- 19.03 In the event the number of hours is equally between a multiple of 50, the rounding will be upward.
- 19.04 An employee who voluntarily leaves before the end of the Season will not receive the End of Season Bonus.
- 19.05 Employees absent for medical or compassionate reasons shall be eligible for the End of Season Bonus. The Employer shall make its determination whether to give approval on a fair and reasonable basis.
- 19.06 Subject to Clause 19.01 and notwithstanding 19.04, when an employee is laid off for the season in order to assist the Employer, they shall be entitled to the provisions of this Article. Such Bonus to be based on the percentage of the season completed. (Example: If 120/127 shifts have been completed, 94% would be applied to the Bonus earned as described in 19.02 and 19.03.)
- 19.07 For the purposes of this Article, the Employer reserves the right **to** establish the End of Season as any date preceding September 30.

ARTICLE 20 - GENERAL HOLIDAYS

- 20.01 The following days are general holidays:
- | | |
|--------------------|---|
| (a) New Year's Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (9) Discovery Day | (l) Heritage Day (for the KVA administrative staff) |

- 20.02 An employee who works on a general holiday shall be paid:
- (a) pay at the overtime rate for all hours she works on that day; and
 - (b) her daily wages for the day calculated as ten (10%) of the employee's wages excluding vacation pay for the hours worked in the two (2) week period immediately preceding the week in which the general holiday falls.
- 20.03 An employee who does not work on a general holiday shall receive ten (10%) percent of the employee's wages excluding vacation pay and overtime for the hours worked in the two (2) week period immediately preceding the week in which the general holiday falls.
- 20.04 Article 20.02 and 20.03 do not apply to an employee where:
- (a) a general holiday occurs during the first thirty (30) calendar days of an employee's employment;
 - (b) where the employee was scheduled to work on the general holiday and did not report for work; or
 - (c) where, without the consent of the Employer, the employee has not reported for work on either her last scheduled working day preceding or her first regular working day following the general holiday.

ARTICLE 21 - LAYOFF AND RECALL

- 21.01 An Early Departure List will be compiled by management consisting of the names of those members of the bargaining unit who intend to depart prior to the end of the season. Employees who wish to have their names added to this list must submit their written request to management no later than July 15. The Early Departure List will be finalized by July 15th. Subject to the Early Departure List, employees shall be laid off based on the operational requirements and the employee's seniority.
- 21.02 (a) in the event that the employee has not applied on the Early Departure List, and the Employer decides to layoff that employee prior to the end of the Season, the Employer shall give the employee seven (7) calendar day's notice in writing or shall give the employee one week's pay based on her average weekly pay during the season;
- (b) this clause shall not apply to layoff at the end of the Season or in the seven days prior to the end of the Season.

Recall

- 21.03 An employee shall advise the Employer in writing by registered letter, fax, or by completing the form in person at the Klondike Visitor's Association offices in Dawson City prior to the 31st day of January whether she will be available for employment during the upcoming season.

- 21.04 (a) the notice of intent to recall from the employee shall set out the following:
- (i) Name
 - (ii) Address and telephone number at which the employee can be reached during the period March 1st to May 1st
 - (iii) Fax contact number (if available)
 - (iv) Social Insurance Number
 - (v) Position last held in the previous season
 - (vi) Positions for which the employee is qualified
 - (vii) That nothing has occurred to affect her bondability and she has not been charged or convicted of an offence relevant to her employment.
- (b) the Employer agrees to provide each employee laid-off pursuant to this Article with a copy of the notice of intent to recall referred to in Article 21.04(a) at the time of lay-Off.
- 21.05 (a) an employee who fails to notify the Employer prior to February 1st shall be deemed conclusively to have quit;
- (b) where an employee fails to notify the Employer prior to February 1st but makes subsequent application for employment prior to May 1st of the same year and management chooses to re-hire her to a position, she shall retain all of her previously accrued seniority.
- 21.06 Employees shall be recalled at the beginning of a Season in accordance with her seniority unless otherwise agreed by the Employer and employee. Not earlier than March 1 and not later than March 31 in any year, the Employer shall notify the employee by fax (if they have been provided), or by registered mail that she is being recalled to the position she occupied the previous season. The recall notice shall contain the rate of pay for the position and a place for acceptance.
- 21.07 (a) employees shall indicate acceptance of recall not later than fourteen (14) calendar days after receipt of the recall notice. Notices sent by registered mail shall be deemed to be received four (4) business days after mailing. Faxes are deemed to be received on the next business day;
- (b) an employee who fails to accept the recall within the time limit shall be conclusively deemed to have quit. An employee who accepts the recall within the time limit shall carry over any accumulated seniority from the previous Season;
- (c) an employee who has indicated her availability for employment and who is not recalled shall be considered to be on a permanent layoff;
- (d) an employee who, in their notice of intent to recall as specified in 21.03, has declared themselves unreachable between March 1st and May 1st may telephone the office of the Klondike Visitors Association between March 15th and April 15th to provide a verbal acceptance of recall.
- 21.08 No new employees shall be hired by the Employer for positions in the bargaining unit until employees who are on permanent layoff who have indicated their desire to be recalled as set out in this Article have been recalled.

- 21.09 Subject only to this Collective Agreement, the Employer retains full managerial rights to hire and recall employees.
- 21.10 An employee who has completed her probation shall be eligible for recall for the following Season if she receives an overall rating of satisfactory, good or excellent on her performance evaluation conducted pursuant to Article 24.
- 21.11 A permanent layoff means the termination of employment due to lack of work or the discontinuance of a function.
- 21.12 When it becomes necessary to layoff an employee on a permanent basis, the procedure outlined in clauses 21.01 and 21.02 will be followed excluding the Early Departure List and providing a notice or pay in lieu as specified in Article 21.02.
- 21.13 An employee subject to layoff as per clause 21.02 may displace an employee with less seniority within a former classification provided she is qualified to perform the duties of the position or would be qualified within a reasonable period of time.
- 21.14 An employee who is permanently laid off shall remain an employee for one year and shall be recalled to service if a position becomes vacant for which she is qualified to perform the duties of or would be qualified within a reasonable period of time.
- 21.15 Early Season Departure – The Employer will establish the early Season Departure list by the end of July each operating Season. Employees who wish to be put on the Early Season Departure list shall indicate such in writing prior to July 15.

ARTICLE 22 - PROBATIONARY EMPLOYEES

- 22.01 A new employee shall serve a probationary period of three hundred (300) hours worked.
- 22.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this Agreement, including access to the grievance procedure.
- 22.03 The purpose of the probationary periods is to allow the Employer to assess whether the employee is able to meet the standards reasonably required by the Employer. The Employer agrees to give reasonably necessary instruction to the employee during the probationary period.
- 22.04 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 22.05 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.
- 22.06 The probationary period may be extended for an additional period of up to two hundred (200) hours worked on terms agreed upon between the employee and the Employer provided those terms are not inconsistent with this Collective Agreement.

- 22.07 A probationary employee who is terminated shall not be entitled to severance pay or to notice.
- 22.08 In no case can probation be extended beyond one season unless the employee is hired after July 15".

ARTICLE 23 - SENIORITY

- 23.01 Seniority is defined as the number of hours of continuous service with the Employer in any position(s) in the bargaining unit.
- 23.02 Seniority terminates when an employee is:
- (a) dismissed for cause;
 - (b) laid off for a period in excess of twelve (12) calendar months;
 - (c) quits;
 - (d) is on a medical leave of absence for a period in excess of twelve (12) calendar months unless otherwise agreed by the parties;
 - (e) is absent without leave for four (4) calendar days or more during the Season without reasonable cause; and
 - (9) fails to attend the employee's first shift as identified in the recall notice.
- 23.03 An employee who quits shall obtain one-half of her previously accrued seniority if she is hired back into the bargaining unit within two (2) years following the date she quit. This provision does not apply to an employee who quits before the end of the Season unless it is otherwise mutually agreed between the Employer and the employee.
- 23.04 A current seniority list of all employees will be provided to the Union not later than June 1st of each year. Disputes arising from the seniority list may be the subject of a grievance under Article 29.

ARTICLE 24 -JOB PERFORMANCE EVALUATION

- 24.01 Prior to the end of the Employee's initial probation period and thereafter, once per year, in the month preceding the employee's layoff at the end of the Season, the Employer will conduct a performance evaluation of the employee.
- 24.02 The Employer will evaluate the employee on the basis of:
- (a) job understanding;
 - (b) job performance;
 - (c) job productivity;
 - (d) dependability;
 - (e) cooperation;
 - (9) overall rating.
- 24.03 The employee performance evaluation shall allow the employee to state her comments regarding the evaluation and any training needs.

- 24.04 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.
- 24.05 (a) A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating that she has seen it;
(b) the Employer will provide a copy of the performance evaluation to the employee;
(c) an employee who disagrees with her performance evaluation may grieve it; and
(d) an employee who disagrees with her performance evaluation may append an explanation to it on her personnel file.
- 24.06 The Employer will provide a copy of the performance evaluation to the employee upon request.
- 24.07 An employee who receives an overall assessment of unsatisfactory and who does not successfully grieve the performance evaluation prior to the commencement of the following Season shall not be eligible to work in subsequent Seasons. The parties agree to cooperate fully to have any grievance resolved (including mediation or arbitration) prior to the commencement of the next Season. The parties understand that, if this is not possible, an arbitrator may reinstate an employee who successfully grieves anytime during the Season.

ARTICLE 25 - PROMOTIONS AND TRANSFERS

- 25.01 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 the position in the Employer's business office and on the bulletin board simultaneously to advertising to the general public for not less than five (5) days.
- 25.02 Clause 25.01 applies to all positions of the Employer, whether in the bargaining unit or not, except the position of Executive Director.
- 25.03 The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work, period of employment during the Season and for bargaining unit positions, the wage rate.
- 25.04 The Employer agrees to fill positions within the bargaining unit from employees in the bargaining unit, if such employees apply, provided that the applicants have the requisite skill, ability and qualifications for the position.
- 25.05 The Employer is entitled to choose the applicant with the greatest skill, ability and qualifications for the position from internal bargaining unit applicants who apply.
- 25.06 Seniority shall be the governing factor where ~~two~~ or more employees apply for a position within the bargaining unit and their skills, abilities and qualifications are relatively equal.

- 25.07 Where no applicant is qualified for the position, and there are no external applicants who are qualified, the Employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, within a reasonable time thereafter.
- 25.08 Within seven (7) calendar days of an appointment under this Article, the Employer will post the name of the successful applicant in the Employer's business office and on the bulletin boards.
- 25.09 A member of the bargaining unit who fills a position under this Article shall serve a trial period in the new position. The trial period shall consist of either the completion of the initial probation period as described in clause 22.01, or if this period has been completed, a trial period of 120 hours worked beginning the first day of work in her new position. Regardless of seniority, the rate of pay during the trial period shall be equivalent to the Level 1 rate of pay for the new classification. Until the end of the trial period, the employee may request or the Employer may require that the employee return to the position she occupied prior to the appointment without loss of benefits or seniority. Any other employee promoted or transferred because of the initial appointment shall also be returned to her former position.
- 25.10 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, unless the Season has ended. In the event the Season has ended, she shall be eligible to return to the position she occupied prior to taking the term position at the beginning of the next Season.

ARTICLE 26 -ACTING ASSIGNMENTS

- 26.01 An acting assignment means the assignment of an employee to a position on a temporary basis while the Employer is trying to fill the position. To be acting in a position, it is not necessary that the employee perform all the duties of that position; it is sufficient if she substantially performs the duties of the position.
- 26.02 The Employer will try to fill vacancies as quickly as possible, so that acting assignments are kept to a minimum.
- 26.03 An employee who is acting in a position for more than four (4) shifts in a row shall receive the Level 1 salary for that position if it is higher than her current salary retroactive to the first shift.
- 26.04 An employee acting outside the bargaining unit who is fulfilling the acting assignment is entitled to all benefits of a bargaining unit member under this Agreement, including overtime pay.

ARTICLE 27 -STAFF TRAINING AND DEVELOPMENT

- 27.01 The Employer recognizes its responsibility to encourage development of staff skills, ability and qualifications.
- 27.02 The Employer will provide on-the-job training and related staff development opportunities as it considers necessary. Notices of relevant training opportunities will be posted on the bulletin board.
- 27.03 The Labour-Management Relations Committee shall discuss and make recommendations to the Employer with regard to staff training and development.
- 27.04 In making decisions concerning staff training and development, the Committee shall take into account the following factors:
- (a) the current and future needs of the Employer's services;
 - (b) the benefits to clients;
 - (c) the professional development requests of individual employees;
 - (d) the wishes of any employee affected; and
 - (e) fairness between all employees and the Employer.
- 27.05 The Committee may develop guidelines and procedures related to staff training and development, including designating specific training opportunities **as** essential for specific employees.
- 27.06 Attendance at any training opportunity designated as essential after the employee is hired shall **be** without cost to the employee, and with pay.
- 27.07 Attendance at other training opportunities not designated as essential shall be on such terms as are determined by the Labour-Management Relations Committee.

ARTICLE 28 - DISCIPLINE

- 28.01 A disciplinary infraction includes an act or conduct on the part of an employee which amounts to a breach of this Agreement or a breach of the Employer's policies in the workplace.
- 28.02 Disciplinary action means action taken by the Employer to stop or deter a disciplinary infraction, including:
- (a) a verbal warning
 - (b) notation on the employee's personnel file;
 - (c) a written warning;
 - (d) specific written expectations which the employee is required to meet;
 - (e) a written reprimand;
 - (**9**) a suspension with or without pay;
 - (g) a demotion; or
 - (h) a dismissal.

- 28.03 The Employer will take appropriate disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction.
- 28.04 Before beginning an investigation into a disciplinary infraction, the Employer will inform the employee of the intention to conduct an investigation where reasonable to do so.
- 28.05 Before an employee is disciplined, the Employer shall provide her with an opportunity to present her version of the facts to the Employer alone or if she requests, with a Union representative present.
- 28.06 If any disciplinary action is taken against an employee, the Employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, and the effective date it commences.
- 28.07 A copy of any discipline shall be placed on an employee's personnel file and a copy sent to the Union.
- 28.08 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance or arbitration.
- 28.09 No document, including any performance evaluation review, from the employee's personnel file may be introduced at a hearing related to disciplinary action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.
- 28.10 The Employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a twelve hundred (1200) hour working period without further disciplinary action having been taken against her.
- 28.11 An employee shall have reasonable access to her personnel file upon request and in the presence of an Employer representative, and may receive a copy of any document she wishes, which relates to her.
- 28.12 If an employee consents in writing, the Union Representative may have the same rights as the employee in Clause 28.12.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01 The purpose of the grievance procedure is to resolve disputes that arise under this Agreement in a fair and expeditious manner.
- 29.02 The Union, or an employee with approval of the Union, may file a grievance alleging a violation of this Agreement.

- 29.03 A grievance is filed when delivered in writing to the Employer by the Union or to the Union by the Employer. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.
- 29.04 The Executive Director or Casino Manager is authorized to receive grievances on behalf of the Employer. She shall provide a receipt to the person delivering the grievance stating the date it was received.
- 29.05 Unless otherwise provided for in this Agreement, a grievance shall be filed within fourteen (14) 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 she returns to work. A grievance not filed in this time period either by the Union or the employee shall be conclusively deemed to be abandoned and no further action shall be taken on it by any party.
- 29.06 Unless otherwise provided in this Agreement, the steps of the grievance procedure shall be as follows:
- (a) the employee or the Union Representative shall discuss the grievance with the employee's Manager, or the Casino Manager, as is appropriate;
 - (b) if a satisfactory resolution is not achieved at this level, the employee with approval from the Union or the Union may file a written grievance within the time limits set out herein with the relevant Manager, or the relevant Union representative as the case may be;
 - (c) the Union representative, the Executive Director or her designate and the employee shall meet not more than ten (10) calendar days after the filing of the grievance;
 - (d) if a satisfactory resolution is not achieved at this level, either party may refer the matter to arbitration; and
 - (e) the parties may, if they agree, refer a matter to mediation prior to arbitration pursuant to Article 29.12.
- 29.07 The Union may consult with the Employer concerning any grievance at any level of the grievance procedure.
- 29.08 Any time limits in the grievance procedure may be extended by the mutual consent of the parties.
- 29.09 When a grievance is filed during the last three (3) weeks of the season it will proceed to 29.06 (c) in the grievance procedure if the Union or Employer so request.
- 29.10 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.
- 29.11 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 either by hand or by registered mail.

- 29.12 (a) either party may make a written request for mediation within ten **(10)** calendar days of receiving the decision of the Executive Director at **29.06**;
- (b) the Union and the Employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the arbitration procedure;
- (c) the parties to this Agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises;
- (d) the Employer and the Union shall each pay one half of any fees or expenses related to mediation;
- (e) the parties shall provide the mediator with a time frame. If settlement is not reached within the time frame, and the parties do not agree to an extension of the time frame, then the mediator shall withdraw and either party may invoke the arbitration provisions;
- (f) if at any time during the mediation procedure either party informs the mediator that it no longer wishes to participate in the process, then the mediation shall be terminated; and
- (g) mediation attempts are settlement discussions, and any offers or counter-offers made during mediation discussions shall not be used as evidence at a later arbitration hearing. This does not include statements of fact.

29.13 Reference to Arbitration

- (a) either the Employer or the Union may request arbitration by letter to the other party within thirty (30) calendar days of the failure of the mediation of thirty (30) calendar days from the decision of the Executive Director if mediation does not take place;
- (b) 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;
- (c) 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 Canada to make an appointment;
- (d) in addition to any powers contained in this Agreement, the Arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code;
- (e) 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 in accordance with clause **28.13**, is final and binding on each party and any employee affected by it;
- (f) the Arbitrator may determine whether a grievance is arbitrable;
- (g) the Arbitrator may amend a grievance, modify penalties, or make a ruling concerning any procedural irregularity; and
- (h) each party shall pay one half of the fees and expenses of the Arbitrator.

29.14 The Employer has the same right of access to the grievance procedure except that all grievances by the Employer shall commence by being in writing and being given to the Union Representative within the appropriate time limits. All other applicable provisions of this Article apply.

ARTICLE 30 - SAFETY AND HEALTH

30.01 To remove any uncertainty, it is agreed that the *Yukon Occupational Health and Safety Act* applied to this Collective Agreement. The Employer and the Union agree to the appointment of a Health and Safety Committee in compliance with the *Occupational Health and Safety Act*.

30.02 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.

30.03 Employees who are required as part of their employment to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition. In the event that such training takes place outside of scheduled hours of work it shall be considered time worked.

ARTICLE 31 - VACATION PAY

- 31.01 (a) all employees, excluding full time year round employees hired after the date of ratification, shall receive four (4%) percent of regular salary in vacation pay;
- (b) an employee, excluding full time year round employees hired after the date of ratification, who completes 2400 hours of employment with the Employer shall receive six (6%) percent of her regular salary in vacation pay;
- (c) an employee, excluding full time year round employees hired after the date of ratification, who completes 3800 hours of employment with the Employer shall receive eight (8%) percent of her regular salary in vacation pay.
- (d) an employee, excluding full time year round employees hired after the date of ratification, who completes 5200 hours of employment with the Employer shall receive ten (10%) percent of her regular salary in vacation pay. (New effective May 1,2003)
- (e) Full time, year round employees, hired after the date of ratification shall be entitled to vacation leave in accordance with the following schedule:

Completed Years of Service	Vacation Leave
1 and less than 3	10 days
3 and less then 5	15 days
5 and less then 7	20 days
7 and more	25 days

31.02 Vacation pay shall be included with the bi-weekly pay

ARTICLE 32 - BEREAVEMENT LEAVE

- 32.01 In the event of the death or imminent death of a member of the employee's immediate family, the employee is entitled to and shall be granted upon her request, bereavement leave with pay for up to five (5) days.
- 32.02 Immediate family means a partner, parent, child, including a child to whom the employee stands in the place of parent, brother, sister, father-in-law, mother-in-law, grandparent, and any relative permanently residing in the employee's household in Dawson City or with whom the employee resides in Dawson City.
- 32.03 Bereavement leave may be taken by the employee at one or more of the following times, provided that it is understood and agreed that not more than five (5) days shall be paid for one occurrence of death,
- (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 ceremony or event related to the death.
- 32.04 In the case of employees who are not working full time, pay shall be on the same basis as pay for a general holiday. This benefit shall not be available to probationary employees who shall be entitled to equivalent leave without pay.
- 32.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request.

ARTICLE 33 – FAMILY ILLNESS/SICK LEAVE

- 33.01 Where an employee is required to care for a sick child family member permanently residing in her home, the Employer shall grant leave with pay for up to five **(5)** working days per operating Season. Wherever possible an employee will provide advance notice of the use of family illness leave.
- 33.02 For the purposes of this Article, a sick child family member includes one who is **ill** or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 33.03 The Employer may, subject to operational requirements, grant an employee additional sick child family illness leave without pay.
- 33.04 Family illness leave does not accumulate from year to year.
- 33.05 (a) On a calendar year basis, Employees shall earn eight **(8)** hours of sick leave with pay for every five hundred (500) hours worked provided forty **(40)** of those hours are at Community Event Casinos.
- (b) Unused sick leave will be carried over to subsequent seasons to a maximum of one hundred and forty-four **(144)** hours.

- (c) Employees will provide medical evidence of illness or injury after sixteen (16) hours continuous usage if requested by the employer. Any cost associated with such a request will be borne by the Employer.

ARTICLE 34 - COURT LEAVE

- 34.01 An employee shall not suffer a loss of pay if her absence from work is due to attending court in response to a summons as a juror.
- 34.02 Where an employee is required to attend court at the behest of the Employer in connection with her job duties, she shall have such time considered as time worked and the provisions of this Collective Agreement apply to that time.
- 34.03 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 attendance.
- 34.04 An employee who collects pay under this Article shall pay to the Employer all witness fees or jury duty fees received.

ARTICLE 35 - MATERNITY LEAVE

- 35.01 Upon giving four weeks notice of her pregnancy and expected date of the baby's birth, an employee is entitled to a leave of absence without pay, provided the employee has completed not less than one season with the Employer.

The employee shall notify the Employer of the number of weeks she wishes to take as maternity leave.

- 35.03 (a) The Employer may, with cause, at any time within the period of six weeks proceeding the probable date of birth of the child, require the employee to commence maternity leave; and
(b) where the duties of the employee cannot reasonably be performed because of her pregnancy, the Employer may at any time, with the consent of the Director of Employment Standards, require the employee to commence her maternity leave.
- 35.04 The employee must give ~~two~~ months notice that she intends to return to work at the agreed upon date. If she does not do ~~so~~, her employment is deemed to terminate on the date on which she should have notified the Employer.
- 35.05 In the event that an employee on maternity leave decides not to return to work, she shall communicate this to the Employer at the earliest possible opportunity, and her employment shall terminate on that date.
- 35.06 An employee on maternity leave shall remain a member of the bargaining unit, but shall not accrue paid benefits or seniority.

- 35.07 Where a doctor's certificate is provided indicating that the employee requires a longer period of maternity leave for health reasons, or where the employee's newborn child is suffering serious medical problems, an extension of maternity leave may be granted by the Employer for up to ten (10) weeks.
- 35.08 An employee may use sick credits she has earned in accordance with Article 32 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 35.09 Upon returning to work, the employee shall resume her previous position, or a comparable position. The Employer will make every reasonable effort to assign her to her previous position.
- 35.10 An employee who is not entitled to maternity leave for the reason that she has not given four weeks notice as required by clause 35.01 may be granted maternity leave by the Employer subject to operational requirements.

ARTICLE 36- PARENTAL LEAVE

- 36.01 Upon giving four (4) weeks notice an employee is entitled to a leave of absence without pay under this article, provided the employee has completed not less than one (1) season with the Employer.
- 36.02 Parental Leave shall be for a period of up to 37 weeks and must be taken within a period of one (1) year from the date of birth or adoption of the child. The employee shall notify the Employer of the number of weeks she wishes to take as parental leave.
- 36.03 The employee must give one (1) month's notice that she intends to return to work, she shall communicate this to the Employer at the earliest possible opportunity.
- 36.04 Where an employee takes Parental Leave in addition to Maternity Leave the Parental Leave must begin immediately upon the expiration of the Maternity Leave without a return to work unless the Employer and the employee otherwise agree.
- 36.05 An employee on Parental Leave shall remain a member of the bargaining unit but shall not accrue paid benefits or seniority.
- 36.06 Upon returning to work, the employee shall resume her previous position, or a comparable position. The Employer will make every reasonable effort to return her to a previous position.

ARTICLE 37 - ADOPTION LEAVE

- 37.01 An employee who adopts a child and who has worked for at least one (1) operating Season with the Employer may, subject to giving two weeks notice to the Employer, be granted leave without pay for the same period of time as for a mother pursuant to Article 35, except that such leave shall not commence earlier than one week before the expected date of the child coming to live with her for the purpose of an adoption.

- 37.02 The employee shall furnish proof of the adoption.
- 37.03 An employee must give two months notice that she intends to return to work at the agreed upon date. If she does not do **so**, her employment is deemed to terminate on the date on which she should have notified the Employer.
- 37.04 In the event that an employee on adoption leave decides not to return to work, she shall notify the Employer at the earliest possible date and her employment shall be deemed to terminate on that date.
- 37.05 An employee on adoption leave shall remain a member of the bargaining unit, but shall not accrue benefits of seniority.
- 37.06 Where a doctor's certificate **is** provided, an extension of adoption leave may be granted by the Employer for up to ten (10) weeks, subject to operational requirements.
- 37.07 Upon returning to work, the employee shall resume her previous position, or a comparable position. The Employer will make every reasonable effort to assign her to her previous position.
- 37.08 An employee who is not entitled to adoption leave for the reason that she did not give four **(4)** weeks notice as required by clause 37.01 may be granted adoption leave by the Employer subject to operational requirements.

ARTICLE 38 - PARTNER SUPPORT LEAVE

- 38.01 Where an employee's partner gives birth to a child or adopts a child, the employee shall receive one (1) day's leave with pay to attend to the bringing of the child to its adoptive home.
- 38.02 In the event the birth takes place at a Medical Facility outside of Dawson City, the employee shall receive an additional two (2) days travel with pay.

ARTICLE 39 - LEAVE OF ABSENCE

- 39.01 Employees are eligible to apply for leave without pay for a Season where they have completed four **(4)** continuous Seasons of employment. Permission will not be unreasonably withheld.
- 39.02 Employees on approved leave without pay under this Article shall remain members of the bargaining unit. Employees shall not accrue seniority during a leave of absence.
- 39.03 Employees on approved leave of absence under this Article shall confirm in writing not later than February 1st that they wish to work in the next Season. If they fail to do **so** without just cause they shall be deemed to have quit.

- 39.04 The letter shall either be delivered by hand, by fax (the employee shall obtain a receipt), or be sent by registered mail in which case it shall be deemed to be delivered three (3) working days after mailing.
- 39.05 Upon returning from unpaid leave, the employee shall resume her previous position or a comparable position. The Employer will make every reasonable effort to assign her to her previous position.
- 39.06 The Employer shall inform employees of their obligations under this Article at the time of approving the leave of absence.

ARTICLE 40 - LABOUR - MANAGEMENT RELATIONS COMMITTEE

- 40.01 A Labour - Management Relations Committee shall be appointed consisting of an equal number of representatives, of at least two (2), from the Union and the Employer, which shall constitute a quorum. The Committee shall meet on request of either party, and at least once per month during the operating season for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Union and to the Employer.
- 40.02 The Employer is responsible for preparing the agenda and ensuring that minutes are distributed as soon as possible. The parties will both sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for typing of the minutes will be made by the Employer.
- 40.03 Where an employee who is a member of the Labour-Management Relations Committee is required to attend the Committee meeting during her regularly scheduled working hours, she shall be reimbursed for those hours. As much as reasonably practicable, meetings of the Committee shall be during regular operating hours.

ARTICLE 41 - NO STRIKES OR LOCKOUTS

- 41.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.
- 41.02 The Union agrees there will be no strike, work stoppage, or slow down during the term of this Agreement. The Union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- 41.03 Employees covered by this Agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the Employer for exercising the right guaranteed in this clause. An employee who is at work when a picket line goes up shall be deemed not to have crossed the picket line. Employees who refuse to cross a picket line shall not be paid for **lost** time.

ARTICLE 42 - MANAGEMENT RIGHTS

42.01 The Employer retains the right to manage all the affairs related to its business, except as specifically altered or restricted by this Collective Agreement. Without restricting the generality of the foregoing, this includes the right to hire, fire, discipline, suspend, layoff, terminate positions, create new positions, organize and reorganize the workplace.

ARTICLE 43 - POST- RESIGNATION MEETING

43.01 An employee who resigns may request a meeting with the Executive Director, or the Acting Executive Director as the case may be to state the reasons for her resignation. If an employee requests such a meeting, the Executive Director, or Acting Executive Director, shall comply within ten **(10)** calendar days.

ARTICLE 44 - CIVIL LIABILITY

44.01 An employee will be insured by the Employer for professional liability for any legal action or proceeding brought against the employee, subject to:

- (a) the approval of the insurer; and
- (b) the terms and conditions specified in the professional liability insurance policy.

44.02 The employee shall immediately advise the Employer of any legal action brought against the employee or of any notification of a legal process in which the employee is involved.

ARTICLE 45 - DURATION, RENEWAL AND RETROACTIVITY

45.01 This Agreement shall be binding and remain in effect from May **1, 2008** to April **30, 2012**.

45.02 Unless otherwise specified, all provisions of this Agreement take effect on the date of ratification.

45.03 The provisions of this Agreement, including the provisions for processing of grievances under Article **29**, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

45.04 Within four **(4)** months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.

45.05 This Agreement may be amended by mutual consent.

45.06 Where notice to commence collective bargaining has been given under Clause **45.04**, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

ARTICLE 46 - UNION PINS

46.01 The Employer will permit an employee to wear a union pin on her/his uniform. That pin shall be either the national PSAC pin or the Yukon Employees Union Pin.

ARTICLE 47 – INJURY ON DUTY LEAVE

47.01 Subject to Clause **45.02**, an employee shall be granted leave for such reasonable period of time as may be determined by the Employer where the Worker's Compensation Board determines that the employee is unable to perform her duties because of:

- (a) personal injury accidentally received in the performance of her duties and not caused by the employee's willful misconduct;
- (b) sickness resulting from the nature of her employment; or
- (c) exposure to hazardous conditions in the workplace.

47.02 An employee will be paid 75% of her wages while on leave, provided that:

- (a) the Workers Compensation Board will pay her 75% of her lost wages due to the injury throughout the period of the leave; and
- (b) she agrees to assign to the Employer any amount received by her for **loss** of wages from the Workers' Compensation Board in settlement of any claim she may have in respect of such injury.

ARTICLE 48 – STUDENT GRANT PROGRAM

48.01 The Employer may fill seasonal positions with students who qualify for, and have been approved for participation in a student program subject to following conditions:

- (a) the students will be members of the bargaining unit seasonally and will be credited seniority at the end of the season.
- (b) the students are eligible to apply for positions that are approved by the granting agency.
- (c) the students in these positions are not eligible for recall to the same position, unless they satisfy the grant program criteria and a grant to the KVA is approved. students are eligible to apply for any vacant position, after commitments to the grant program are satisfied.
- (d) the KVA shall be restricted to filling students positions in a number of equivalent to the number of grants received, not to exceed three (3) in any one season.
- (e) in the event that grants are not received for designated "student grant" positions, these positions shall be filled in the normal manner, and the employees shall be entitled to all the benefits contained in the Collective Agreement EXCEPT the right of recall to the same position. students are eligible to apply for any vacant position, after commitments to the grant program are satisfied.
- (f) the KVA shall be restricted to filling students positions in a number of equivalent to the number of grants received, not to exceed three (3) in any one season.

- (a) in the event that grants are not received for designated "student grant" positions, these positions shall be filled in the normal manner, and the employees shall be entitled to all the benefits contained in the Collective Agreement EXCEPT the right of recall to the same position.

48.02 In the event a student does not qualify for recall to a student position, they will be given first opportunity to fill any vacant position provided that the employee is qualified to perform the duties of the position or would be qualified within a reasonable period of time.

ARTICLE 49 – COMPASSIONATE LEAVE WITHOUT PAY

49.01 Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the Yukon Employment Standards Act.

Signed this 20th day of June 2008 in Dawson City, Yukon

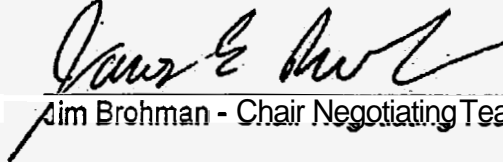
KLONDIKE VISITORS ASSOCIATION PUBLIC SERVICE ALLIANCE OF CANADA

Per:



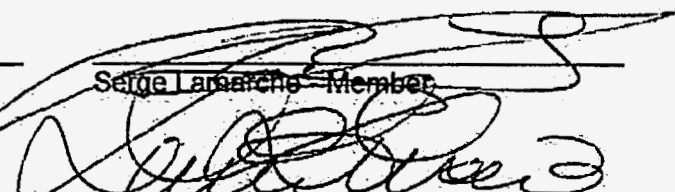
Mark Wickham – Chairman

Per:




Jim Brohman - Chair Negotiating Team

Otto Cutts – Treasurer

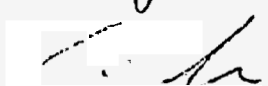


Serge Lamarche – Member




Gary Parker - Executive Director

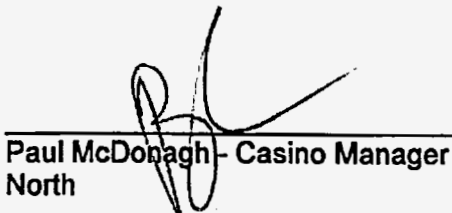
Terrei urai - Member




Jörn Meier - Director



Viki Paulins - Member



Paul McDonagh - Casino Manager
North



Jean-François Des Lauriers – REVP

**Attachment to Letter of Understanding
#99-02
Reference (vi)**

SHIFT BREAKS

1. Dealers and pit staff **will** receive a fifteen minute break every hour, subject to operations.
2. **All** employees except dealers and pit staff will receive the following breaks:
 - (a) On shifts less than 3 hours - no break
 - (b) On shifts from 3 hours up to 6 hours - one fifteen minute break
 - (c) On shifts from 6 hours up to 8 hours - one half hour break
 - (d) On shifts from 8 hours up to 10 hours - one half hour dinner break and **one** fifteen minute break
 - (e) **On** shifts longer than 10 hours - **two** half hour breaks.

Note: Half hour breaks may be taken in two, fifteen-minute segments, if mutually agreed between the manager and employee
3. Scheduling of required breaks will be by department manager or designate.

LETTER OF UNDERSTANDING#99-03

1. The parties agree that the definition of season described in Article 2 may not define **the** season **for** administrative positions in the Klondike Visitors Association's offices.
2. Specifically, the operating period of each calendar year shall commence **approximately** and end approximately on the **following** dates:
 - (a) Administrative Assistant: March 1st – October 31st
 - (i) For work outside of the defined Season, the incumbent will have first right of refusal and if unavailable the Employer can contract the work outside of the Collective Agreement. It is agreed that the incumbent will retain right of recall for the new Season.
3. **It is** understood that **the Season for** these positions may be shorter than the period specified **based** on the operational needs of the Klondike Visitors Association.

SIGNED at the **Town** of the City of Dawson, in the Yukon Territory, this 5th day of November, 2004.

KLONDIKE VISITOR'S ASSOCIATION

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

David Millar – Chairman

Jim Brohman, Chair Negotiating Team

Dick VanNostrand – Treasurer

Larissa Bilodeau – Local Y018

Valerie Anderson, Executive Director

Clint Brickner – Local Y018

Jean-Francois Des Lauriers – Regional Executive Vice President - North

LETTER OF UNDERSTANDING #2008-01
(Replaces Letter of Understanding #99-06)

RE: TIP POLICY

DIAMONDTOOTH GERTIES TIP POLICY
(ADMINISTERED BY P.S.A.C. LOCAL NO. Y018)

Tip committee to be elected at the beginning of the season by employees at DTG.

Tip procedure for Games, Door, Bank, Slots and Maintenance departs:

- Member in charge of tips for their department to receive a \$10 flat rate for their time of labour for the two week period.
- Total amount of dollars divided by the total amount of hours worked, to determine an hourly rate for that two week period.

DEALERS:

Pit bosses will be tipped out 80% of their hours worked in the two week period.

Bank to receive 32 shares per tip period.

Door/Security to receive 32 shares per tip period.

Maintenance to receive 16 shares per tip period.

Tip will be ready one week after pay day, before opening or after closing, in the presence of a tip committee member.

\$40 will be taken off the top of each tip period to be placed in the Staff Party Fund. (Hump Night and End of Year)

Tips will be paid out to the nearest quarter; any excess will be added to the Staff Party Fund.

Envelopes to be purchased at the dealers expense.

BAR:

Servers:

Tips are calculated on an individual basis at the end of each shift. If the total is under \$30 the server keeps the full amount. If over \$30 the bar receives 10% and the Door/Security receives 5% and leaving the remaining to each individual server. Maintenance to receive \$1 per server every night.

Bartenders:

Bar tips are calculated at the end of the evening. 10% of the total *is* given to the door/security. Bar tips are then combined with that from the server's 10% and are split equally between the bartenders. If one bartender leaves early the tip jar will be closed. Tips collected prior to the closure will be split equally the next day. A new tip jar will be started for the remaining bartenders. Maintenance to receive \$2 per bartender every night.

Bank and Slots:

Bank staff to receive 32 shares worth of tips from the dealers every two weeks. All bank and slot tips to be pooled together and split 50/50 per department.

Door/Security:

To receive 32 shares worth of tips from the dealers every two weeks.
5% from the servers nightly.
10% from the bar nightly.

Maintenance:

To receive 16 shares worth of tips from the dealers every two weeks.
\$1 from the servers nightly.
\$2 from the bar nightly.

Signed, this 15 day of May, 2008.

KLONDIKE VISITORS ASSOCIATION

**PUBLIC SERVICE ALLIANCE OF
CANADA**



Mark Wickham, Chair



Serge Lamarche, Member



Otto Cutts, Treasurer



Laurie Butterworth, President - YEU



Gary Parker, Executive Director



Jean-Francois Des Lauriers, REVP North

**LETTER OF UNDERSTANDING #2002-01
R E COMMUNITY EVENT CASINOS**

1. The parties agree that the **Collective Agreement** between the Public Service Alliance of Canada and the Klondike Visitors Association will apply during Community Event Casinos (CECs) held **during** non-summer operating seasons, except for the following **Articles**:
 - Article 19 – End of Season Bonus
 - Article 21 – Lay-off and Recall

2. **Staffing Practices**
 - (a) Employment at CECs **during** the period of October 1 to December 31 shall be **strictly voluntary**.
 - (b) The employer shall provide a list **of** scheduled CECs by December 31 of each year.
 - (c) An Employee **shall** indicate his/her availability for employment **within 21** calendar days of the date posting (ref. 2.ii above), or within **14** days of **December 31**.
 - (d) An Employee may indicate non-availability for no more than 7 days of CECs. If an employee **is** not available **for more** than 7 days, the employer **is** under no obligation to offer any employment **during** the CEC season.
 - (e) CECs scheduled subsequent to the posting **of** the list by the employer in ii above shall be subject to the terms of i above:
 - (f) **Preference** for employment shall be given to KVA staff.

3. **Schedules will be prepared** in advance and will be consistent with established pay periods. It is understood that the employer will **poll eligible** staff with regard to shift availability prior to **the** preparation of the shift schedules. Schedules **will** accommodate **staff** requests as much as **possible** subject to **operational** requirements. **Schedules will** be posted at **least one (1)** week in advance **of** any given **period**. Once schedules have been posted, employees are expected to adhere to such schedules. Employees who do not report for scheduled shifts **without prior** notification **and/or** reasonable cause shall be **subject** to disciplinary measures as detailed in **Article 28** of **the** Collective Agreement.

4. **The parties agree** this Letter of Understanding is retroactive to January 25, 2002.

5. **The parties agree** to a \$200 CEC bonus for completion of a minimum of 120 hours worked during a CEC season, to be paid upon request of the employee or **on the first** pay period of the next season where no request **was** made.

Signed at the Town of the City of Dawson in the Yukon Territory, this 5th day of November 2004.

KLONDIKE VISITORS ASSOCIATION

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

David Millar - Chairman

Dick VanNostrand - Treasurer

Valerie Anderson, Executive Director

Per:

Jim Brohman, Chair Negotiating Team

Larissa Bilodeau - Local Y018

Clint Brickner - Local Y018

Jean-Francois Des Lauriers - Regional Executive Vice President - North

LETTER OF UNDERSTANDING #2000-02
RE: FULL TIME ADMINISTRATIVE STAFF

Effective April 17, 2000, the parties agree the following provisions will apply to full time year round Administrative staff only (in addition to the provisions of the collective agreement not covered by this Letter of Understanding):

1. Administrative staff has the **option** of taking vacation pay or the equivalent time-off in the **form** of paid vacation leave
2. In lieu of the End of Season Bonus, Administrative staff shall receive 1 (one) day sick leave per month for each calendar month for which he/she has received 10 days pay. **Such sick** leave is to be granted as requested on the employee's time **sheet** form unless in **excess of 3** consecutive days are used at **once**. In such a case the Employer may require **the** employee to provide a medical **certificate signed** by a **medica! officer**.

Sick leave credits which the employee has accumulated entitle him/her to **take** sick leave pay where:

- (a) he/she is unable to perform the duties due to illness **or** injury;
- (b) he/she is required to care for a sick child/family member permanently residing at home;
- (c) he/she is in quarantine; or
- (d) he/she must travel outside of Dawson **for medical** purposes.

All unused **sick** leave credits shall be carried over from one year to the next. After the administrative staff has been continuously employed for a period of at least two (2) years, should his/her employment be terminated for **any** reason except a disciplinary discharge, he/she may convert up to a maximum of thirty-three and one-third percent (33 1/3 %) of his/her total earned, but unused **sick** leave credits, to a maximum of 20 days, **to a cash** pay out, based on his/her daily rate of pay at termination.

Signed at the Town of the City of Dawson in the Yukon Territory, this 5th day of November 2004.

KLONDIKE VISITORS ASSOCIATION

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

David Millar – Chairman

Jim Brohman, Chair Negotiating Team

Dick VanNostrand – Treasurer

Larissa Bilodeau – Local Y018

Valerie Anderson, Executive Director

Clint Brickner – Local Y018

Jean-François Des Lauriers – Regional Executive vice President - North

Letter of Understanding #2004-01
RE: ADMINISTRATIVE STAFF BENEFITS

Agree to Health & Welfare Plan as per KVA Policy 36 Article 10 for full-time year round Administrative Staff.


KVA Policy Reference:

The KVA will provide a Health and Welfare Plan that includes: Dental Plan, Extended Health Care Benefits (including prescriptions), Weekly Indemnity, Long Term Disability, Life Insurance. The insurance company and level of coverage and participation in the cost on the plan may be changed at any time at the sole discretion of the Employer with thirty (30) days written notice.

Signed this 20th day of June 2008 in Dawson City, Yukon

KLONDIKE VISITORS ASSOCIATION PUBLIC SERVICE ALLIANCE OF CANADA

Per



Mark Wickham – Chairman

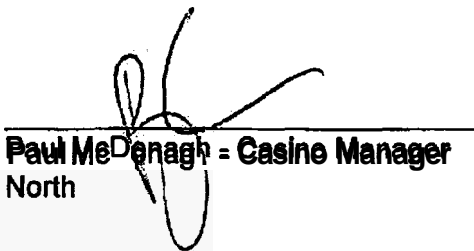
Otto Cutts – Treasurer



Gary Parker - Executive Director

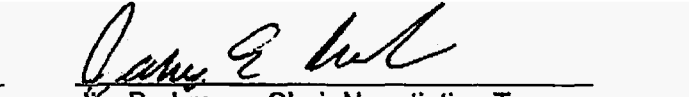


John Meier - Director

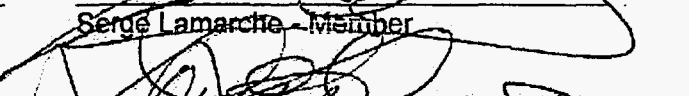


Paul McDenagh - Casino Manager
North

Per:



Jim Brohman - Chair Negotiating Team



Serge Lamarche - Member



Terri Furai - Member



Viki Paulins - Member



Jean-François Des Lauriers – REVP

**APPENDIX "A"
PAYGRID**

Effective Date	<u>May 1, 2008</u>	<u>May 1, 2009</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>
<u>Dealer</u>				
Probation	10.87	11.19	11.47	11.70
Level 1	11.10	11.43	11.71	11.95
Level 2	12.09	12.45	12.76	13.02
Level 3	12.43	12.80	13.12	13.39
Level 4	13.10	13.50	13.83	14.11
Level 5	13.77	14.18	14.53	14.82
Poker/Roulette Premium (training)	0.20	0.20	0.20	0.20
Poker/Roulette Premium (final)	0.40	0.40	0.40	0.40
<u>Assistant Pit Boss</u>				
Probation	15.00	15.45	15.83	16.15
Level 1	17.72	18.25	18.71	19.08
Level 2	18.27	18.82	19.29	19.67
<u>Bar</u>				
Bartender (probation)	12.26	12.63	12.95	13.21
Bartender (Level 1)	13.43	13.84	14.18	14.47
Bartender (Level 2)	14.58	15.02	15.40	15.70
Server (probation)	10.74	11.07	11.34	11.57
Server (Level 1)	11.42	11.76	12.05	12.29
Server (Level 2)	12.09	12.45	12.76	13.02
<u>Bank</u>				
Probation	14.80	15.24	15.63	15.94
Level 1	15.45	15.92	16.31	16.64
Level 2	16.46	16.95	17.37	17.72
Level 3	17.48	18.01	18.46	18.82
Level 4	18.81	19.37	19.85	20.25
Level 5	19.47	20.05	20.55	20.96
<u>Slots</u>				
Probation	18.81	19.37	19.85	20.25
Level 1	20.14	20.75	21.26	21.69
Level 2	22.84	23.53	24.12	24.60
<u>Door/Security</u>				
Probation	14.52	14.96	15.33	15.64
Level 1	14.80	15.24	15.63	15.94
Level 2	15.45	15.92	16.31	16.64

APPENDIX "A"
PAY GRID (Continued)

Effective Date	<u>May 1, 2008</u>	<u>May 1, 2009</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>
<u>Maintenance Assistant</u>				
Probation	14.80	15.24	15.63	15.94
Level 1	16.14	16.62	17.04	17.38
Level 2	16.70	17.21	17.64	17.99
<u>Administrative Assistant</u>				
Probation	16.58	17.08	17.51	17.86
Level 1	17.21	17.73	18.17	18.54
Level 2	18.21	18.75	19.22	19.61
Level 3	19.22	19.80	20.29	20.70
Level 4	20.27	20.87	21.40	21.82
<u>Marketinn Assistant</u>				
Probation	17.21	17.73	18.17	18.54
Level 1	18.21	18.75	19.22	19.61
Level 2	19.22	19.80	20.29	20.70
Level 3	20.51	21.13	21.66	22.09
Level 4	21.62	22.27	22.83	23.28
<u>Special Events Coordinator</u>				
Probation	14.80	15.24	15.63	15.94
Level 1	15.45	15.92	16.31	16.64
Level 2	16.46	16.95	17.37	17.72
Level 3	17.49	18.02	18.47	18.84
Level 4	18.54	19.09	19.57	19.96
<u>Receptionist(student grant position)</u>				
Probation	12.41	12.78	13.10	13.36
Level 1	13.28	13.68	14.02	14.30
Level 2	14.14	14.56	14.93	15.22

***IN THE EVENT THE STUDENT GRANT PROGRAM PAYS GREATER THAN THE RATE OF PAY ABOVE, THE EMPLOYEE SHALL RECEIVE THE RATE CLOSEST TO, BUT NOT LESS THAN THE ABOVE RATE.**

ATTACHMENT APPENDIX "A"

1. Employee's shall advance from one level to the next after each Season provided the employee has:
 - a) worked not less than 200 hours and
 - b) received a Performance Evaluation of satisfactory or better.
2. The full time administrative employees shall advance from one level to the next level on their anniversary date (date to hire) subject to a Performance Evaluation of the satisfactory or better.

APPENDIX "B"

MONETARY SETTLEMENT

1. Effective May 1, 2008 the employer will assign a wage increase of 3.5% to all wage rates as reflected in Appendix "A" wage grid.
2. Effective May 1, 2009 the employer will assign a wage increase of 3.0% to all wage rates as reflected in Appendix "A" wage grid.
3. Effective May 1, 2010 the employer will assign a wage increase of 2.5% to all wage rates as reflected in Appendix "A" wage grid.
4. Effective May 1, 2011 the employer will assign a wage increase of 2.0% to all wage rates as reflected in Appendix "A" wage grid.

Unless otherwise provided, the provisions of this Memorandum of Settlement have force and effect on the date of ratification.

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