

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 unit work	- 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 1st to September 30th.

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 negotiations 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

- (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.