

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:
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| (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 |
| (f) 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 15th.

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
 - (f) 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;
 - (f) 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;
 - (f) 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