

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.

- (g) 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:

Per:

Mark Wickham – Chairman

Jim Brohman - Chair Negotiating Team

Otto Cutts – Treasurer

Serge Lamarche - Member

Gary Parker - Executive Director

Terri Turai - Member

Jorn Meier - Director

Viki Paulins - Member

Paul McDonagh - Casino Manager

Jean-François Des Lauriers – REVP North