

NINTH COLLECTIVE AGREEMENT

BETWEEN:

PUBLIC SERVICE ALLIANCE OF CANADA

and

KLONDIKE VISITORS ASSOCIATION

Effective May 1, 2022 to April 30, 2026

INDEX

ARTICLE	DESCRIPTION	PAGE
1	PURPOSE OF AGREEMENT	1
2	DEFINITIONS	1
3	APPLICATION	2
4	UNION RECOGNITION	2
5	UNION SECURITY	2
6	APPOINTMENT OF UNION REPRESENTATIVES	3
7	TIME OFF FOR UNION BUSINESS.....	3
8	INFORMATION	5
9	BULLETIN BOARD SPACE	5
10	JOB SECURITY.....	5
11	NO DISCRIMINATION.....	6
12	WORKPLACE HARASSMENT	6
13	POSITIONS.....	7
14	CLASSIFICATION AND RECLASSIFICATION.....	7
15	STATEMENT OF DUTIES	7
16	OVERTIME.....	7
17	TRANSPORTATION AND MEALS	8
18	PAY ADMINISTRATION	8
19	END OF SEASON BONUS.....	9
20	GENERAL HOLIDAYS.....	9
21	LAYOFF AND RECALL.....	10
22	PROBATIONARY EMPLOYEES	12
23	SENIORITY	12
24	JOB PERFORMANCE EVALUATION	13
25	PROMOTIONS AND TRANSFERS.....	14
26	ACTING ASSIGNMENTS.....	15
27	STAFF TRAINING AND DEVELOPMENT.....	15
28	DISCIPLINE.....	16
29	GRIEVANCE PROCEDURE	17
30	SAFETY AND HEALTH	19
31	VACATION PAY.....	19
32	BEREAVEMENT LEAVE	19
33	FAMILY ILLNESS/SICK LEAVE.....	20
34	COURT LEAVE.....	20
35	MATERNITY LEAVE.....	21
36	PARENTAL LEAVE.....	22
37	ADOPTION LEAVE	22
38	PARTNER SUPPORT LEAVE	23
39	LEAVE OF ABSENCE.....	23
40	LABOUR – MANAGEMENT RELATIONS COMMITTEE	23
41	NO STRIKES OR LOCKOUTS.....	24
42	MANAGEMENT RIGHTS	24
43	POST- RESIGNATION MEETING	24

ARTICLE	DESCRIPTION	PAGE
44	CIVIL LIABILITY.....	24
45	DURATION, RENEWAL AND RETROACTIVITY	24
46	UNION PINS	25
47	INJURY ON DUTY LEAVE	25
48	STUDENT GRANT PROGRAM	25
49	COMPASSIONATE LEAVE WITHOUT PAY.....	26
50	FULL TIME ADMINISTRATIVE STAFF	26
51	EXISTING PRACTICES (Including Shift Breaks)	27
52	COMMUNITY EVENT COSINOS	27
53	TIP POLICY	28
54	SOCIAL JUSTICE FUND	29
55	UNIFORM ALLOWANCE.....	30
56	DOMESTIC VIOLENCE LEAVE WITH OR WITHOUT PAY.....	30
MEMORANDUM OF SETTLEMENT RE: ASSIGNMENT OF WORK/NOTICE OF CHANGE		33
APPENDIX "A" PAY GRID.....		34
ATTACHMENT APPENDIX "A"		36

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, 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 & Events.
- 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 and 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
- Regular Season** - the summer operating season of each calendar year (except for administrative

and maintenance employees) will typically be May to September, but exact dates will be determined by the annual KVA Calendar of Events

CEC Season - CEC Season will be defined as January 1st to April 30th and the weekends following the Regular Season to December 31st of each year

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 their 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) they are a member of a religious organization registered under the *Income Tax Act*;
- (b) their religious organization prevents them from joining a Union or making financial contributions to a Union; and
- (c) they 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.

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 their 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.
- 6.04 The Employer/ (Board) agree to appoint an employee elected by the members of the bargaining unit as an advisor to the Board under Bylaw B.3(c) of the KVA Constitution.

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 their 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 their immediate supervisor before leaving their 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 their 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 Industrial 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, they 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 or Vice 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, they shall continue to be on leave. Upon completion of their term of office, the employee will be guaranteed a position at the same level they held before their 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, Vice 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 their employment, the Employer shall inform them of the name of the Union Representative at their 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.
- 8.06 The parties agree a copy of the collective agreement will be provided in both official languages. The union will provide a copy of the collective agreement in French. If a dispute arises regarding an interpretation of the collective agreement, the English version will prevail.

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 their 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 if the person hearing the grievance is the subject of 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, Part-time, or On-Call (for CEC Seasons).

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.

- 16.03 (a) the Union and the Employer agree to allow for hours to be averaged for the KVA Marketing Assistant and Special Events Assistant.
 - i) Overtime shall only be paid for hours worked in excess of eighty (80) in two consecutive weeks in performing duties as Marketing Assistant or Special Events Assistant.
- 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 their personal vehicle for job-related purposes, the Employer will pay them 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 them a meal and incidental allowance at the rates established in the Klondike Visitors Association Staff Travel Policy.
- 17.04 Diamond Tooth Gerties Employees
 - (a) employees scheduled for work in excess of eight (8) hours in a shift or who are requested by management to work in excess of eight (8) hours in a shift, shall be provided with a ten dollar (\$10) food credit to be utilized before the expiry date on the food voucher;
 - (b) food credits may not be used for alcoholic beverages. 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 they have already utilized it, it shall be deducted from their next pay cheque;

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 . Employees shall provide accurate and complete banking information and the Employer will only pay by payroll deposit.
- 18.03 Each employee who works in a month shall have access to (through the DayForce app) to the following once each pay period – for those who are not able to access the app, they can reach out to their supervisors for assistance:
 - (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 \$700.00.
- 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
 - (b) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) National Indigenous Peoples Day
 - (f) Canada Day
 - (g) Discovery Day
 - (h) Labour Day
 - (i) Thanksgiving Day
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Heritage Day
- 20.02 An employee who works on a general holiday shall be paid:
 - (a) pay at the overtime rate for all hours they work on that day; and
 - (b) their 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 their last scheduled working day preceding or their first regular working day following the general holiday.

ARTICLE 21 - LAYOFF AND RECALL

Early Departure List

- 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 31st.
- (a) The Early Departure List will be posted by July 15th.
 - (b) The Early Departure List will be taken down at the end of shift on July 31st
 - (c) The Early Departure List will be finalized by August 5th. 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 their 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 who has obtained a Satisfactory or better Performance Evaluation shall be eligible to return to employment with the Klondike Visitors Association for the following season. An employee shall advise the Employer by phone, email or by completing the form in person at the Klondike Visitors Association in Dawson City if they will be available for employment during the upcoming season, prior to March 31st.
- 21.04 (a) the notice of intent to recall from the employee shall set out the following:
- (i) Name
 - (ii) Telephone number at which the employee can be reached during the period April 1st to May 1st
 - (iii) Fax contact number (if available)
 - (iv) Email
 - (v) Position last held in the previous season
 - (vi) Positions for which the employee is qualified
 - (vii) That nothing has occurred to affect their bondability and they have not been

- charged or convicted of an offence relevant to their 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 April 1st shall be deemed conclusively to have quit;
- (b) where an employee fails to notify the Employer prior to April 1st but makes subsequent application for employment prior to May 1st of the same year and management chooses to re-hire them to a position; they shall retain all of their previously accrued seniority.
- 21.06 Employees shall be recalled at the beginning of a Season in accordance with their seniority unless otherwise agreed by the Employer and employee. Not earlier than April 1st and not later than April 15th in any year, the Employer shall notify the employee by email or phone (based on the information provided in 21.03) that they are being recalled to the position(s) they occupied the previous season. The recall notice shall contain the rate of pay for the primary position and acceptance instructions.
- 21.07 (a) employees shall indicate acceptance of recall not later than seven (7) calendar days after receipt of the recall notice. Notices sent by email & fax shall be 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 their 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 April 1st and May 1st may telephone the office of the Klondike Visitors Association between April 1st 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 their probation shall be eligible for recall for the following Season if they receive an overall rating of satisfactory, good or excellent on their 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 they are 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 they are qualified to perform the duties of or would be qualified within a reasonable period of time.

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 period 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, or has worked less than 300 hours.

Re-Hiring Past Employees

- 22.09 Past employees who are no longer on the seniority list shall be treated as new employees, and will be required to serve the probationary period. At any time during this probationary period, Management can evaluate the employee and place them at the appropriate level.

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 their previously accrued seniority if they are hired back into the bargaining unit within two (2) years following the date they 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.
- 23.05 When all operational requirements are being met, and 2 or more parties are equally qualified, seniority will be the deciding factor when determining schedules or giving shift preference.

ARTICLE 24 - JOB PERFORMANCE EVALUATION

- 24.01 Evaluations will be done for:
 - (a) Seasonal Employees
 - (i) Prior to the end of the Employee's initial probation period
 - (ii) Once per calendar year provided the employee has worked not less than 500 hours (exclusive of the probationary period)
 - (iii) Those employees at the top level shall receive a Performance Evaluation annually on the anniversary of their last evaluation
 - (b) Year Round Employees
 - (i) Prior to the end of the Employee's initial probation period
 - (ii) Once per calendar year on the employee's anniversary date
- 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 their 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 they have seen it;
 - (b) the Employer will provide a copy of the performance evaluation to the employee;
 - (c) an employee who disagrees with their performance evaluation may grieve it; and
 - (d) an employee who disagrees with their performance evaluation may append an explanation to it on their 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, and 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, or 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 their 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 they 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 their former position.

- 25.10 A member of the bargaining unit who accepts a term position shall be returned to the position they occupied prior to taking the term position, unless the Season has ended. In the event the Season has ended, they shall be eligible to return to the position they 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 they substantially perform 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 their 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 them with an opportunity to present their version of the facts to the Employer alone or if they request, 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 them.
- 28.11 An employee shall have reasonable access to their personnel file upon request and in the presence of an Employer representative, and may receive a copy of any document they wish, which relates to them.

- 28.12 If an employee consents in writing, the Union Representative may have the same rights as the employee in Clause 28.11.

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. They 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 twenty-one (21) 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 they return 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 their 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 29.13, 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* apply 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 their 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 their 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 their regular salary in vacation pay.
- (e) Full time, year round employees, hired after the date of ratification shall be entitled to vacation leave in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Vacation Leave</u>
1 and less than 3	10 days
3 and less than 5	15 days
5 and less than 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 their 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 (year round), 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

Family Illness Leave

33.01 Where an employee is required to care for a sick child, or family member permanently residing in their home, the Employer shall grant leave with pay for up to five (5) working days per operating year. Wherever possible an employee will provide advance notice of the use of family illness leave. Pay shall be on the same basis as pay for a general holiday (20.02).

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.

Sick Leave

- 33.05 (a) On a calendar year basis, Employees shall earn one (1) day (7 hours) of sick leave with pay for every two hundred and forty-five (245) hours worked.
- (b) Unused sick leave will be carried over to subsequent seasons to a maximum of two hundred and sixteen (216) hours.
- (c) Employees will provide medical evidence of illness or injury after twenty four (24) 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 their 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 their job duties, they 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 their 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 their 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.
- 35.02 The employee shall notify the Employer of the number of weeks they wish to take as maternity leave. Notification requirements will be in line with the *Yukon Employment Standards Act*.
- 35.03 (a) The Employer may, with cause, at any time within the period of six weeks preceding 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 their 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 they intend to return to work at the agreed upon date. If they do not do so, their employment is deemed to terminate on the date on which they should have notified the Employer.
- 35.05 In the event that an employee on maternity leave decides not to return to work, they shall communicate this to the Employer at the earliest possible opportunity, and their 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 they have earned in accordance with Article 33 either before or after their maternity leave if they are suffering from pregnancy-related disability.
- 35.09 Upon returning to work, the employee shall resume their previous position, or a comparable position. The Employer will make every reasonable effort to assign them to their previous position.
- 35.10 An employee who is not entitled to maternity leave for the reason that they have 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 up to the maximum as stated in the *Yukon Employment Standards Act* 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 they wish to take as parental leave. Notification requirements will be in line with the *Yukon Employment Standards Act*.
- 36.03 The employee must give one (1) month's notice that they intend to return to work; they 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 their previous position, or a comparable position. The Employer will make every reasonable effort to return them 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 their 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 they intend to return to work at the agreed upon date. If they do not do so, their employment is deemed to terminate on the date on which they should have notified the Employer.
- 37.04 In the event that an employee on adoption leave decides not to return to work, they shall notify the Employer at the earliest possible date and their 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 their previous position, or a comparable position. The Employer will make every reasonable effort to assign them to their previous position.
- 37.08 An employee who is not entitled to adoption leave for the reason that they 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 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 with pay for travel.

ARTICLE 39 - LEAVE OF ABSENCE

- 39.01 Employees are eligible to apply for leave without pay for a Season where they have completed three (3) continuous Seasons of employment. Requests must be received by March 31st of the year the leave is requested. 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 March 31st 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 An employee shall advise the Employer by phone or email at the Klondike Visitors Association in Dawson City.
- 39.05 Upon returning from unpaid leave, the employee shall resume their previous position or a comparable position. The Employer will make every reasonable effort to assign them to their 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 their regularly scheduled working hours, they 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 their 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 1st, 2022 to April 30th, 2026.
- 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 their 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 47.02, 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 their duties because of:
- (a) personal injury accidentally received in the performance of their duties and not caused by the employee’s willful misconduct;
 - (b) sickness resulting from the nature of their employment; or
 - (c) exposure to hazardous conditions in the workplace.
- 47.02 An employee will be paid 75% of their wages while on leave, provided that:
- (a) the Workers Compensation Board will pay them 75% of her lost wages due to the injury throughout the period of the leave; and
 - (b) the employee agrees to assign to the Employer any amount received by them for loss of wages from the Workers’ Compensation Board in settlement of any claim they 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 as per Article 23.
 - (b) 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.
 - (c) 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.
- 48.02 In the event a student does not qualify for recall to a student position, they will be given an 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 twenty-eight (28) 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.

ARTICLE 50 – FULL TIME ADMINISTRATIVE STAFF

- 50.01 Administrative staff has the option of taking vacation pay or the equivalent time-off in the form of paid leave.
- 50.02 In lieu of the End of Season Bonus, Administrative staff shall receive 1 (one) day sick leave 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 medical officer.

Sick leave credits which the employee has accumulated entitle them to take sick leave pay where:

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

- 50.03 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, they are eligible for a one-time cash payout at the end of their employment. The amount will be determined by calculating $\frac{1}{2}$ of the employee's total unused sick leave days times the employee's current daily rate. The maximum allowable payout is 18 days (i.e. $36 \times \frac{1}{2}$). This benefit is only applicable at the end of employment and does not apply to employees who are terminated with cause. (From KVA Policy 3-2)
- 50.04 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.
- 50.05 It is understood that the Season for these positions may be shorter than the period specified based on the operations needs of the Klondike Visitors Association.
- 50.06 Agree to Health & Welfare Plan as per KVA Policy 3-2 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, and Life Insurance. The insurance company and the level of coverage and participation in the cost of the plan may be changed at any time at the sole discretion of the Employer within thirty (30) days written notice.

50.07 Full Time Year Round Administrative Employee

Employees are eligible to apply for leave without pay for up to one (1) year when they have completed 1 ½ years (18 months) of continuous employment. Permission will not be unreasonably withheld.

- (a) Employees shall confirm in writing their intention to return to work not later than two (2) months before the end of their leave. If they fail to do so without just cause, they shall be deemed to have quit.
- (b) Articles 39.02, 39.04, 39.05 and 39.06 shall also apply.

ARTICLE 51 – EXISTING PRACTICES

51.01 The parties agree that subject to majority approval of the Labour Management Relations Committee, or unless required by appropriate regulatory authorities, the practice in place will not be altered during the term of this Agreement:

- (i) Home Early List – as per operating policy/practice April 30th, 2012
- (ii) Shift Exchanges – as per operating policy/practice April 30th, 2012
- (iii) Staff Drinks – On non-working days, or after shift, all staff are entitled to purchase their first drink at DTG at the established cost of sales rate
- (iv) Complimentary Pop and Coffee
- (v) Staff Betting Rules – as per KVA Policy 1-3

Shift Breaks

51.02 Dealer and pit staff will receive a fifteen minute break every hour, subject to operations.

51.03 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 on 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.

51.04 Scheduling of required breaks will be by department manager or designate.

ARTICLE 52 – COMMUNITY EVENT CASINOS

52.01 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

52.02 Staffing Practices

- a) Working CEC weekends (all weekends outside of the “regular season”) shall be strictly voluntary.
- b) The employer shall provide a list of scheduled CECs by December 31st of each year.
- c) An Employee shall indicate their availability for employment within 14 calendar days of the date of posting (ref. 2(b) above), or within 14 days of December 31st. Availability

- includes the dates in which they are able to begin working and any days they are unavailable during CECs (see 2(d) below).
- d) An Employee may indicate non-availability for no more than 4 days of CECs. If an employee is not available for more than 4 days, the employer is under no obligation to offer any employment during the CEC season.
 - e) Any additional time off during CECs must be requested as per the DTG Policy and Procedures.
 - f) CECs scheduled subsequent to the posting of the list by the employer in 2(b) above shall be subject to the terms of 2(a) above.
 - g) Preference for employment shall be given to KVA staff.
 - h) In the event that there are more employees available for work than there are positions to fill, seniority will be the deciding factor when scheduling.

52.03 Schedules will be prepared in advance and will be consistent with established pay periods. 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 reasonable cause shall be subject to disciplinary measures as detailed in Article 28 of the Collective Agreement.

52.04 The parties agree to a \$200 CEC Bonus for completion of a minimum of 120 hours worked during a CEC Season.

Payment procedures:

- an employee who achieves 120 hours in the winter/spring (January – April) CEC season will be paid on the first pay period of the regular season, and
- an employee who achieves the 120 hours in the fall (weekends following the Regular Season) CEC season will be paid upon termination of employment following the October CECs.

ARTICLE 53 – TIP POLICY

53.01 Tip committee to be elected at the beginning of the season by employees at DTG. The Tip Committee must be comprised of employees from each department and must provide Management with the names of the Committee members.

53.02 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.
- During the winter months and Community Event Casinos, tip calculations will be similar to the regular season but pro-rated based on the hours of operation.

Note: Shares = Hours

53.03 **DEALERS:**

- a) Pit bosses will be tipped out 50% of their hours worked in the two week period. Pit Bosses will only be tipped out for hours worked when tips are generated.
- b) Bank to receive 32 shares per tip period.
- c) Door/Security to receive 32 shares per tip period.
- d) Maintenance to receive 16 shares per tip period.

- e) Tip will be ready one week after pay day, before opening or after closing, in the presence of a tip committee member.
- f) \$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)
- g) Tips will be paid out to the nearest quarter; any excess will be added to the Staff Party Fund.
- h) Envelopes to be purchased at the dealers' expense.

53.04 BARTENDERS, BAR STAFF AND SERVERS:

- a) Bartenders, Bar Staff and Servers will pool tips together and split equally (50/50) when the same employees are working from start to finish.
- b) In the event that more than two (2) employees are on a shift with different starting and ending times, tips are pooled while both (or more) employees are on the clock. A new tip pool will be started when a bar staff employee begins or ends their shift.

Percentage of tips to the door:

5% gross tips from Server

10% gross tips from Bartender

Percentage of tips to maintenance:

\$1 per server, per shift

\$2 per bartender, per shift

53.05 BANK & SLOTS:

- a) 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 excluding the 32 shares from the Dealers. The 32 shares will be shared equally between the Bank Staff.

53.06 DOOR SECURITY:

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

53.07 MAINTENANCE:

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

53.08 The employer will continue to provide facilities for the collection of gratuities, including provisions of a secure location that is monitored by camera surveillance for the counting of gratuities. Nightly cash-out of gratuities shall be consistent with Diamond Tooth Gerties cash-out practices. The counting of gratuities shall be done by an Employee Tip Committee and the employer may be present.

ARTICLE 54 – SOCIAL JUSTICE FUND

Effective May 1st, 2014, the Employer and Employees shall contribute one cent (0.01) each per hour worked to the PSAC Local Y018/Klondike Visitors Association Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the fund will be made semi-annually, in the middle of the month immediately following completing of each half

year, and such contributions remitted to an account in the name of PSAC Local Y018/KVA Social Justice Fund. Contributions to the Fund are to be utilized strictly for the purposes specified in the Terms of Reference developed by the Social Justice Fund Joint committee. The Social Justice Fund Joint Committee shall be of equal number of at least two (2) members each appointed by their respective principals. Funds distributed by the Committee shall be made on a consensus basis based on local applications for local use. The Committee may invite applicants or other interested parties to make a presentation when applications are considered.

ARTICLE 55 – UNIFORM ALLOWANCE

55.01 At any time during the year, the employer will provide each Employee with a uniform allowance of up to a maximum of one hundred (\$100.00) dollars to be used towards purchasing uniform items as required by the employer. Employees will be reimbursed, on their payroll, upon submission of receipt(s). This Allowance is available once per year.

ARTICLE 56 – DOMESTIC OR SEXUALIZED VIOLENCE LEAVE WITH OR WITHOUT PAY

56.01 An Employee who experiences domestic or sexualized violence and has been employed by the Employer for at least 300 hours shall be entitled to both the following periods of Domestic or Sexualized Violence Leave per year, or prorated portion of a year:

- a) Paid Leave of up to five (5) shifts, which the Employee may choose to take intermittently or in one continuous period;
- b) An additional unpaid leave of up to five (5) shifts, which the Employee may choose to take intermittently or in one continuous period;
- c) Unpaid Leave for the remainder of the season.
 - i. Employees on this unpaid leave under this Article shall remain members of the bargaining unit. Employees shall not accrue seniority during a leave.
 - ii. Employees on leave under this Article shall confirm in writing not later than March 31st that they wish to work the next Season. If they fail to do so without just cause they shall be deemed to have quit.

56.02 An Employee may take Domestic or Sexualized Violence Leave only for one or more of the following purposes:

- a) To seek medical attention for the Employee or the Employee's children in respect of a physical or psychological injury or disability caused by the domestic or sexualized violence;
- b) To obtain services from a victim services organization;
- c) To psychological or other professional counselling;
- d) To relocate temporarily or permanently;
- e) To seek legal or law enforcement assistance, including preparing for or participation in any civil or criminal legal proceeding related to or resulting from the domestic or sexualized violence;
- f) Any other prescribed purpose.

56.03 For any paid Domestic or Sexualized Violence Leave, the Employee must provide verification. For any unpaid Domestic or Sexualized Violence Leave, the Employer may seek verification.

56.04 The Employer shall:

- a) Maintain confidentiality in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Domestic or Sexualized Violence Leave" in this Collective Agreement; and
- b) Not disclose information relating to any person except
 - i) to Employees or agents who require the information to carry out their duties;
 - ii) as required by law; or
 - iii) with the consent of the Employee to whom the Leave relates.

Signed this 18 day of November, 2022 in Dawson City, Yukon

KLONDIKE VISITORS ASSOCIATION PUBLIC SERVICE ALLIANCE OF CANADA

Per:



Ricky Mawunganidze – Executive Director

Per:



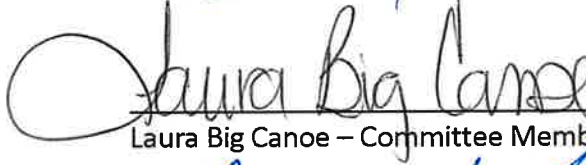
Lorraine Rousseau – Regional Executive Vice President, North




Juli Hnetka – Finance Manager



Sherry Masters – Committee Member



Laura Big Canoe – Committee Member



Jordan Laudon – Committee Member



Joshua Paddon - Spokesperson

MEMORANDUM OF SETTLEMENT RE: ASSIGNMENT OF WORK/NOTICE OF CHANGE

The parties agree the Labour Management Relations Committee will develop a policy for determining the allocation of hours of work for bargaining unit members. Such policy will take into consideration operational needs, seniority and employee preferences. The Policy will cover the assignment of the hours of work on a daily/weekly basis and the criteria to be used when shifts are shortened due to operational needs or lengthened due to the same.

APPENDIX "A" – PAY GRID

Position	Level	May 1, 2022	May 1, 2023 2.50%	May 1, 2024 0.00%	May 1, 2025 2.25%
Dealer	Probation				
	1	16.90	17.32	17.32	17.71
	2	17.41	17.84	17.84	18.24
	3	17.93	18.38	18.38	18.79
	4	18.47	18.93	18.93	19.35
	5	19.02	19.50	19.50	19.94
	Poker Premium	0.50	0.50	0.50	0.50
	Roulette Premium	0.50	0.50	0.50	0.50
Assistant Pit Boss	Probation				
	1	21.96	22.51	22.51	23.02
	2	22.84	23.41	23.41	23.94
	3	23.76	24.35	24.35	24.90
Server	Probation				
	1	16.90	17.32	17.32	17.71
	2	17.58	18.01	18.01	18.42
Bartender	Probation				
	1	19.01	19.48	19.48	19.92
	2	19.77	20.26	20.26	20.72
Cashier	Probation				
	1	17.69	18.13	18.13	18.54
	2	18.40	18.86	18.86	19.28
Banker Assistant	3	19.13	19.61	19.61	20.05
	Closing Count Premium (retroactive from 2:30am)	1.00	1.00	1.00	1.00
	Probation				
	1	19.90	20.40	20.40	20.86
2	20.70	21.21	21.21	21.69	
3	21.52	22.06	22.06	22.56	
4	22.38	22.94	22.94	23.46	
5	23.28	23.86	23.86	24.40	
Closing Count Premium	1.00	1.00	1.00	1.00	
Closing Banker Premium	3.00	3.00	3.00	3.00	

APPENDIX "A" – PAY GRID - continued

Position	Level	May 1, 2022	May 1, 2023 2.50%	May 1, 2024 0.00%	May 1, 2025 2.25%
Door/Security	Probation				
	1	18.48	18.94	18.94	19.36
	2	19.21	19.69	19.69	20.14
	3	19.98	20.48	20.48	20.94
	"Head" Premium	2.00	2.00	2.00	2.00
	"Security" Premium	2.00	2.00	2.00	2.00
	Closing Count Premium	1.00	1.00	1.00	1.00
Slot Attendant	Probation				
	1	19.31	19.79	19.79	20.24
	2	21.62	22.16	22.16	22.66
	3	23.92	24.52	24.52	25.07
Janitor	Probation				
	1	20.00	20.50	20.50	20.96
	2	20.80	21.32	21.32	21.80
	3	21.63	22.17	22.17	22.67
Maintenance Assistant	Probation				
	1	22.50	23.06	23.06	23.58
	2	23.40	23.98	23.98	24.52
	3	24.33	24.94	24.94	25.50
Administrative Assistant (full time year round)	Probation				
	1	21.33	21.86	21.86	22.36
	2	22.18	22.74	22.74	23.25
	3	23.07	23.65	23.65	24.18
	4	23.99	24.59	24.59	25.15
	5	24.95	25.58	25.58	26.15
Receptionist	Probation				
	1	16.62	17.04	17.04	17.42
	2	17.29	17.72	17.72	18.12
	3	17.98	18.43	18.43	18.84
Marketing & Events Assistant (full time year round)	Probation				
	1	22.57	23.14	23.14	23.66
	2	23.48	24.06	24.06	24.61
	3	24.42	25.03	25.03	25.59
	4	25.39	26.03	26.03	26.61
	5	26.41	27.07	27.07	27.68
Special Events Assistant	Probation				
	1	19.85	20.35	20.35	20.81
	2	20.65	21.16	21.16	21.64
	3	21.47	22.01	22.01	22.51
	4				

ATTACHMENT APPENDIX "A"

Pay Grid Notations:

- a) Commitment to annual COLA increases or the agreed upon general economic increases, whichever is greater, for the duration of the Agreement. COLA is based on the change in the Canadian Consumer Price Index (CPI) from September to September, and a COLA cap of 3% per year for the duration of the agreement. Eligible COLA will take effect in January of each year of the agreement.
- b) Closing Count Premiums (for Door, Banker Assistant & Closing Banker) will be calculated based on the employee working past 2:30am and will be paid for ALL hours worked during that shift.

ATTACHMENT APPENDIX "A"

1. Seasonal employees shall advance from one level to the next provided the employee has:
 - a) worked not less than 500 hours; exclusive of the probationary level of three hundred (300) hours and
 - b) received a Performance Evaluation of satisfactory or better.

Example (cumulative year to year)

Probation – 1 hour to 300 hours

Level 1 – 301 hours to 800 hours

Level 2 – 801 hours to 1,300 hours

Level 3 – 1,301 hours to 1,800 hours

Level 4 – 1,801 hours to 2,300 hours

Level 5 – 2,301 hours +
2. Full time administrative employees shall advance from one level to the next level annually on their anniversary date (date of hire) subject to a Performance Evaluation of satisfactory or better.