

Article 23
Other Types of Leave

Court Leave

- 23.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceedings held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before the Legislative Assembly, or any committee or commission thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
 - (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty.

Public Service Leave

- 23.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:
- (a) to serve as a Justice of the Peace;
 - (b) to serve as a Coroner; or
 - (c) to participate in a public inquiry.
- 23.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out his/her normal work functions.

Leave Without Pay for Personal Needs

- 23.04 Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.
- 23.05 Subject to operational requirements, leave without pay may be granted on reasonable notice to an employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

Pregnancy, Adoption and Parental Leave

- 23.06 After completion of one (1) year of continuous employment, an employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than fifty-two (52) weeks after termination of pregnancy.
- 23.07 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.
- 23.08 After completion of one (1) year of continuous employment, an employee shall be granted Adoption leave without pay for a period not exceeding thirty-seven (37) weeks and shall also be granted fifteen (15) weeks Parental Leave without pay.
- 23.09 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Adoption leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- 23.10 An employee is entitled to Parental leave without pay, if the employee:
- (a) has been employed by the Employer for one (1) continuous year;
 - (b) has submitted a written request for leave at least four (4) weeks prior to commencement of such leave;
 - (c) will remain at home to care for a newborn or newly adopted child; and
 - (d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 23.11 Parental leave to a total maximum of thirty-five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- 23.12 Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.

Emergency Leave

- 23.13 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.

Leave Without Pay

- 23.14 With the Employer's advance approval, leave without pay may be granted to an employee under special circumstances where in the opinion of the Employer the operational efficiency of the department will not be adversely affected.

Leave of Absence

- 23.15 With the approval of the Employer a Leave of Absence may be granted without pay or benefits for a period of up to six (6) months to an employee who applies for same in writing. On returning to work, the employee will be guaranteed the same rate of pay they were receiving when the Leave was granted, but will not necessarily be offered the same position.
- 23.16 The Employer will not be responsible for payment of the employees' Group Insurance Program Premiums while they are on Leave of Absence.

Article 24 **Prepaid Leave Plan**

Prepaid Leave Plan

- 24.01 The purpose of the Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of up to one (1) year and through deferral of their salary, finance the leave.

Eligibility and Application Process

- 24.02 (1) Employees making application must have completed two (2) continuous years of employment with the Employer.
- (2) An interested employee must make written application no later than May 1 of each year. Such written application is to be directed to the Manager.
- (3) The Manager will respond to applications by June 1 of each year. Such response will be in writing and shall clearly indicate acceptance or denial. The approval of individual requests to participate in the plan rests solely with the employer. Such approval shall not be unreasonably withheld.

Contract

- 24.03 All employees wishing to participate in the Plan shall be required to sign an approved contract as per Appendix "A" before approval for participation is granted.

Payment Formula

- 24.04 (1) In each year preceding the year of leave, the employee will be paid a reduced percentage of applicable annual salary.
- (2) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque of the month the employee's leave is to commence and will continue to be deducted for a period not to exceed sixty (60) months.
- (3) All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- (4) In the year of leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly instalments. The residual amount will continue to earn interest and any adjustment of accumulation and will be paid on the twenty-sixth instalment.

Benefits

- 24.05 (1) While an employee is enrolled in the Prepaid Benefit Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had they not been enrolled in the Plan.
- (2) An employee's benefits will be maintained during their leave.
- (3) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had they not enrolled in the Plan.
- (4) The period of leave shall not be counted for continuous service, nor shall any other leave provisions accrue during the period of leave.
- (5) Time spent on such leave shall not be counted for pay increment purposes.
- (6) Weekly indemnity insurance, long term disability insurance and sick leave do not apply in the event of a disabling injury arising out of alternate employment.

Notwithstanding the above, the conditions of the carriers of the benefit plans shall prevail.

Withdrawal from Plan

- 24.06 (1) An employee may withdraw from the Plan only for financial reasons beyond their control and provided that notice is given at least ninety (90) calendar days prior to the date on which the leave was to have commenced. Any exceptions to the aforesaid shall be at the discretion of the Employer.
- (2) An employee who withdraws from the Plan shall be paid a lump sum amount equal to any monies deferred plus interest accrued. Payment shall be made within sixty (60) calendar days of withdrawal from the Plan.

(3) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employees estate.

(4) Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Deferral

24.07 The leave may be postponed for one (1) year by the Employer for operational reasons, provided the employee is advised not later than ninety (90) calendar days prior to the date the leave was to have commenced.

Return to Position

24.08 (1) An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.

(2) The employee shall confirm their return date at least two (2) weeks prior to the expected date of return.

Article 25

Short Term Leave for Training Purposes

25.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to employees upon written application.

25.02 At the Employer's discretion full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave where:

(a) the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him/her; or

(b) the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work; or

(c) qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

25.03 Subject to prior approval by the Employer, where an employee provides the Employer with evidence that he/she has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him/her if the course is of value to the employee's work and does not require him/her to be absent from duty.

25.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to

work for the Employer for a period equivalent to the leave. In the event that the employee fails to return to work for the Employer for such equivalent period, all financial assistance extended to the employee under this Article may be recovered by the Employer pro rated to the portion of the equivalent period not worked.

- 25.05 Where a request for leave under this article has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

Article 26 **Hours of Work**

- 26.01 Employees shall work seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week.
- 26.02 The hours of work for employees shall be 8:00 am to 4:30 pm with a one (1) hour unpaid lunch break near the midpoint of the work day.
- 26.03 The work week shall consist of Monday to Friday.
- 26.04 Employees shall receive two (2) paid rest breaks near the midpoint of the morning and afternoon.

Article 27 **Overtime**

- 27.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess of his/her regularly scheduled hours of work;
 - (b) "Straight time rate" means the hourly rate of remuneration;
 - (c) "Time and one-half" means one and one-half times the straight time rate;
 - (d) "Double time" means twice the straight time rate.
- 27.02 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Manager.
- (b) Subject to operational requirements, the Employer shall make every reasonable effort:
- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;

- (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
 - (c) Employees may refuse to work overtime, except in the case of emergencies.
- 27.03 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate described in (b) below.
- (b) Overtime work shall be compensated as follows:
 - (i) at time and one-half (1 ½) for the first eight (8) hours and double (2X) thereafter;
 - (ii) double time (2) for all hours worked on a second day of rest
 - (iii) in lieu of pay under (i) and (ii) above the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
 - (c) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
 - (d) Lieu-time earned under clause 27.03 not used by December 31st will be paid-out in the first pay period in January.

Article 28

Pay

- 28.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices.
- 28.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.
- 28.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 28.04 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

Acting Pay

- 28.05 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least three (3) working days, he/she

shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

- 28.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay and shall receive a salary at a rate of pay one increment higher on the new scale than his/her present salary where his/her present salary is the same as or higher than the minimum but less than the maximum for the acting position.
- 28.07 When an employee is required by the Employer to perform the duties of another position on an acting basis, the Employer shall advise all employees of the acting appointment in writing.

Salary Increases

- 28.08 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed.
- 28.09 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, and allowances not later than the month following the month in which this Agreement is signed.
- 28.10 Retroactive pay shall be issued on a separate paycheck.

Pay Recovery

- 28.11 Where an employee through no fault of his/her own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- 28.12 If more than eighteen (18) months has passed since the overpayment, there shall be no recovery of the overpayment.

Article 29 **Reporting Pay**

- 29.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to pay for that day.
- 29.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday and there is insufficient work available, he/she is entitled to pay for that day at his/her straight time rate.

- 29.03 If an employee is directed to report for work outside of his/her regularly scheduled hours of work, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Article 30 **Call-back Pay**

- 30.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- 30.02 Compensation for call-back shall be made either in cash or lieu time, at the discretion of the employee.

Article 31 **Pay for Travel on Behalf of Employer**

- 31.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular work day, as though he/she were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at one and one-half times (1 ½) his/her straight time rate for all hours travelled subject to a minimum of two (2) hours pay at the straight time rate.
- 31.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.
- 31.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive time off in lieu of pay at his straight time rate of pay for the day.

Article 32
Vacancies, Job Postings, Promotions and Transfers

32.01 Every vacancy for positions expected to be of more than three (3) months' duration and every newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. Preference will be given to a bargaining unit member under this Article.

32.02 In choosing between candidates the Employer shall select the best qualified senior candidate. Qualifications to be determined based on the following criteria as required by the position:

(a) knowledge;

(b) skills;

(c) education;

(d) experience.

When two or more candidates are relatively equal seniority shall be the governing factor.

Transfers

32.03 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of transfer, but will not accumulate further seniority.

Probationary Employees

32.04 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

Credit for Previous Experience

32.05 Wage rates for new or re-hired employees shall be based on the pay grid at a rate commensurate with qualifications and experience.

Article 33
Job Descriptions

- 33.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 33.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

Article 34
Classification

- 34.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.02 Subject to this section, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate of pay for the range of that position unless otherwise authorised by the Manager. Where the qualifications of the candidate so warrant consideration; subject to the approval of the personnel committee.
- 34.03 Where there is a vacancy within the Employer, the Employer shall attempt to promote employees from within the Bargaining Unit prior to going to public competition. Such promotion shall be subject to an employee's abilities to perform the responsibilities of the new position in a competent manner.

Article 35
Employee Performance Review and Employee Files

Employee Performance Review

- 35.01 The Employer's representative who reviews an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

- 35.02 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may correct any factual inaccuracies in his/her performance appraisal.
- 35.03 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals. Subject to operational requirements, every effort will be made to develop the career potential of the employee through training, in-service training, retraining, or any other facets of career development which may be available and are related to the duties of his/her position.

Employee Files

- 35.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 35.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.06 Upon written request of an employee the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.
- 35.07 The Employer agrees that there will be only one file kept for each employee.
- 35.08 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of his/her right to be accompanied by his Representative at least one (1) day in advance of said meeting.

Article 36 **Contracting Out**

- 36.01 There may be contracting out of any work by the Employer provided it would not result in the layoff or reduction in the hours of work of Bargaining Unit members

Article 37
Seniority

- 37.01 Seniority is defined as the length of service with the Employer and shall be applied on a Bargaining Unit-wide basis, unless otherwise agreed in this Agreement.
- 37.02 A newly hired employee shall be on probation for a period of three (3) months. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where his rights are otherwise limited by this Agreement.
- 37.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current, a copy of which shall be sent to the Union whenever a change occurs.

Article 38
Discharge and Discipline

- 38.01 The principle of progressive discipline is recognized by both parties.
- 38.02 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his/her right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against it.
- 38.03 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 38.04 Discipline, including dismissal, shall be subject to just cause.

Article 39
Labour-Management Committee

- 39.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 39.02 The Labour-Management Committee shall be comprised of two (2) members: one (1) from the Bargaining Unit and one (1) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- 39.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.

- 39.04 Time spent participating in the Labour Management Committee by a Bargaining Unit member shall be considered time worked

Article 40 **Safety and Health**

- 40.01 The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

Safety Act and Regulations

- 40.02 The Employer shall make available to all employees a current copy the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

Right to Refuse Dangerous Work

- 40.03 An employee shall have the right to refuse to work as outlined in the *Occupational Health & Safety Act of Yukon*.

First Aid

- 40.04 The Employer will offer Safety First Aid courses to all employees required to hold certificates pursuant to the *Safety Act*, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 40.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Transportation of Injured Workers

- 40.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner, medical facility or nursing station, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this clause, the Employer may recover that amount from the employee.

Protective Clothing and Equipment

- 40.07 The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

Occupational Health Examinations

- 40.08 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 40.09 The employee shall have access to all occupational health information resulting from or related to his/her occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

Article 41 **Technological Change**

- 41.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 41.02 The parties agree to abide by the provisions of the Canada Labour Code.

Article 42 **Duty Travel**

- 42.01 The Employer agrees to compensate employees for accommodation, mileage, meals and incidentals as provided for by the Yukon Government Travel Policy subject to such travel being authorized by the Employer.
- 42.02 The Employer will provide an advance for any travel required outside of Whitehorse.

Article 43 **Retirement Savings**

- 43.01 The Employer agrees to contribute up to a maximum of two percent (2%) into an RRSP equal to an employee's contribution into the same RRSP.

Article 44 **Group Benefit Program**

- 44.01 The parties agree the Yukon Building Trades Health and Welfare Plan (Group Benefit Plan) as initialled by the parties on the 19th day of February, 2009 shall form part of this collective agreement.
- 44.02 The Employer shall pay the premium for the Plan referenced in clause 44.01.

- 44.03 The parties agree to meet and discuss any proposed amendments to the above Group Benefit Plan or funding as covered by Clause 44.02 prior to any changes that are subject to the agreement of the parties.

Article 45
Northern Travel Allowance

- 45.01 The employer agrees to allocate eight (8%) of base salary as a Northern Travel Allowance on the employees T-4 slips (Box 32).

Article 46
Social Justice Fund

- 46.01 Northern Safety Network Yukon shall contribute fifty dollars (\$50.00) per year to the PSAC Social Justice Fund. Contributions to the Fund will be made annually at the end of each fiscal year. Contributions to the Fund will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the PSAC Social Justice Fund.

Article 47
Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

- 47.01 This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

- 47.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 48
Duration and Renewal

- 48.01 The term of this Agreement shall be from December 11, 2008 to December 31st, 2011.
- 48.02 Notwithstanding Clause 48.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

48.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the *Canada Labour Code*.

48.04 Where notice to bargain collectively has been given under Clause 48.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED at the City of Whitehorse, in Yukon, this _____ day of _____, 2009, A.D.

**on behalf of the
Northern Safety Network Yukon**

**on behalf of the
Public Service Alliance of Canada**

Richard Zral
Acting Manager

Winnifred Pinter
Member

Ted Whitney
Chair, Northern Safety Network

Cary Gryba
YEU Union Advisor

Don Austin
Board Member

Jim Brohman
Regional Representative

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