



**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 candidate. Qualifications to be determine 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, continuous service shall be the governing factor.

#### Transfers

32.03 No employee shall be transferred to a position outside the Bargaining Unit without their consent.

32.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent and for which he/she is not qualified.

#### Probationary Employees

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

### **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 Where an employee believes that he/she has been improperly classified with respect to his/her position or category, group and level, he/she shall discuss his/her classification with his/her immediate supervisor and, on request, be provided with a copy of his/her job description before he/she files a grievance.
- 34.03 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 C.A.O. where the qualifications of the candidate so warrant consideration; subject to the approval of council.
- 34.04 Where there is a vacancy within the Employer, the C.A.O. and Town Council shall attempt to promote employees from within the Town Service 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.
- 34.05 Upon promotion an employee shall:
- (a) receive the minimum rate of pay for the new position where the minimum is two (2) or more increments higher than what the employee is presently earning, or
  - (b) receive an increase of two (2) increments, except that his/her salary on promotion shall not then exceed the maximum salary assigned to the new position.
  - (c) be considered a probationary employee, without loss of benefits, in the position to which he/she has been promoted for the period prescribed in Appendix "A" and shall receive a rate of pay in accordance with either Clause 34.05 (a) or 34.05 (b) whichever is appropriate. During the probationary period an employee may choose to return to their previous position at the rate of pay the employee was earning for the previous position. During the probationary period the Employer may return the employee to their previous position for cause at the rate of pay the employee was earning for their previous position.
  - (d) Upon promotion, the employee's anniversary date for merit increases only will change to the date that the employee was promoted into the new position.
- 34.06 (1) Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary higher than the former position, the employee shall receive:
- (a) the minimum rate of pay for the new class where his/her present salary is less than the minimum salary established for the new class, or
  - (b) one pay increment where his/her salary is the same as or more than the minimum but less than the maximum salary for the new class.

- (2) Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (3) Where an employee is in a position which is reclassified resulting when the employee's present salary exceeds the maximum salary of the applicable new class, the employee shall be entitled to receive any economic increases negotiated by the parties.
- (4) When a class is assigned a different pay range, no employee shall receive a salary less than the salary he/she was receiving in the previous range.

## **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 A formal review of an employee's performance will be completed annually prior to the employee's increment date. The employee will 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 performance appraisal and may address any factual inaccuracies in his 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 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 right to be accompanied by his Representative at least one (1) day in advance of said meeting.

### **Article 36** **Contracting Out**

- 36.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or reduction in the regular hours of work of bargaining unit members.

### **Article 37** **Continuous Service**

- 37.01 Continuous Service is defined as the length of service with the Employer and shall be applied across all departments, unless otherwise agreed in this Agreement. For purposes of this Article departments are:
- (a) Administration;
  - (b) Public Works;
  - (c) Parks and Recreation
  - (d) Protective Services;
  - (e) Northern Lights Centre;
  - (f) Recycling;
  - (g) Economic Development
  - (h) Bylaw Enforcement
- 37.02 A newly hired employee shall be on probation for a period as specified in Appendix "A". 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 continuous service list showing the date upon which each employee's service commenced. The continuous service list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six (6) months.

**Article 38**  
**Layoff and Job Security**

- 38.01 There shall be no lay-off of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 38.02 In the event of layoff, employees shall be laid off in reverse order of their continuous service within their job classification.
- 38.03 The Employer shall give permanent employees excluding probationary employees who are to be laid-off three (3) months prior notice in writing of the effective date of lay-off, or award pay in lieu thereof.
- 38.04 Employees shall have bumping rights in accordance with their continuous service subject to the ability and qualifications to perform such jobs.
- 38.05 Employees shall be recalled within their job classification in the order of their continuous service, where jobs become available, provided they have the ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within ten (10) working days from the time that he/she receives notice of recall unless, on reasonable grounds, he/she is unable to do so. Recall rights shall be relinquished after twelve (12) months.
- 38.06 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

**Article 39**  
**Discharge and Discipline**

- 39.01 The principle of progressive discipline is recognized by both parties.
- 39.02 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.
- 39.03 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.
- 39.04 Discipline, including dismissal, shall be subject to just cause.

**Article 40**  
**Hours of Work**

- 40.01 The standard weekly hours of work shall be as outlined in Appendix "A".

- 40.02 The work week shall be as outlined in Appendix "B".
- 40.03 Employees shall receive two (2) consecutive days of rest each week.
- 40.04 The weekly work week described in Appendix "B" may be amended by mutual agreement of the Labour-Management Committee in Article 41.
- 40.05 An employee shall receive a fifteen (15) minute paid rest period near the mid-point of their work periods before and after the meal break.
- 40.06 An employee who is absent from duty without prior authorization shall communicate the reason for the absence to their Department Head immediately upon being able to do so.
- 40.07 Any paid leave of absence, with exception of sick leave, must be applied for and authorized before such leave is taken.
- 40.08 An employee who is late arriving at work shall report such lateness to their Department Head, and if the circumstances warrant it, the C.A.O. may require a leave form.
- 40.09 No employee shall leave their work premises during working hours without the permission from their Department Head; in case of a department head, then permission of C.A.O.

#### Compressed Work Week

- 40.10 Compressed work week initiatives shall not cause any overtime and shall be initiated at an employee request.
- 40.11 Compressed work week initiatives shall cause no compromise in coverage or customer service.
- 40.12 Compressed work week shall not be approved for a period in excess of six months at a time. Compressed work week maybe suspended at any time by the Chief Administrative Officer or the employee.
- 40.13 Earned days off may not be banked when the days off coincide with stat holidays and must be scheduled for the next working day or another day during that pay period as approved by the C.A.O.
- 40.14 The terms of the compressed work week must be mutually agreed in writing.

### **Article 41** **Labour-Management Committee**

- 41.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 41.02 The Labour-Management Committee shall be comprised of four (4) members: two (2) from the Bargaining Unit and two (2) from the Employer with each party

choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.

- 41.03 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.
- 41.04 Time spent participating in the Labour-Management Committee by a bargaining unit member shall be considered time worked.

## **Article 42** **Safety and Health**

- 42.01 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**

- 42.02 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**

- 42.03 An employee shall have the right to refuse to work in unusually dangerous situations as described below:

- (a) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are unusually dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him/her otherwise.

"Unusually dangerous" has the same meaning as "unusual danger" in the *Safety Act*.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him/her in Clause 42.03 (a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### **First Aid**

- 42.04 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.
- 42.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

#### Transportation of Injured Workers

- 42.06 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

- 42.07 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

- 42.08 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.
- 42.09 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.
- 42.10 An employee shall have the right to refuse to work in unusually dangerous situations as described below:

No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he/she exercised the right conferred upon him/her in Clause 42.03 (a).

### **Article 43** **Technological Change**

- 43.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 43.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.

- 43.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 43.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- 43.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

#### **Article 44** **Duty Travel**

- 44.01 Effective January 1, 2009, the parties agree the Travel Policy initialled January 21<sup>st</sup>, 2009 by the parties shall cover employees while on Duty Travel for the Employer and the meals, incidentals, and mileage amounts shall be adjusted April 1<sup>st</sup> each year to reflect those covering Yukon Government employees.

#### **Article 45** **Uniform Clothing Issue**

- 45.01 The following clothing will be provided by the Employer:

##### **Public Works**

- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Safety rubber boots
- Hard hats
- Ballistic-proof gloves (waste disposal only)
- Gloves (winter/summer)
- Chlorine protective clothing

##### **Parks and Recreation**

- Gloves (winter/summer)
- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Chlorine protective clothing
- Uniforms
- Rain gear

### Protective Services

- Uniform (shirts/pants/shoes/jacket/hat)

### Recycling

- Safety boots (winter/summer)
- Hard hats
- Coveralls (winter/summer)
- Gloves (winter/summer)
- Safety glasses

### Custodian

- Scrubs
- Gloves (winter/rubber)

The Employer will replace any damaged clothing as provided for above.

## **Article 46** **Retirement Program**

- 46.01 Upon completion of thirty (30) days of continuous employment, an employee may at any time have the option of joining the Retirement Program, provided in lieu of a Pension Plan.
- 46.02 The Town will deduct a percentage, as established in Article 46.04 of this Collective Agreement, of the employee's gross pay from each payroll, and will deposit this to the employee's Retirement Savings Plan Account on a monthly basis.
- 46.03 When the deposit in Clause 46.02 is made, the Town will also deposit an amount, as established in Article 46.04, to the R.S.P. account of each employee belonging to the program.
- 46.04 Contributions to the employee's Registered Retirement Savings Plan will be deducted each pay period as a percentage of the employee's gross pay for that pay period, and will be remitted to the Retirement Savings Planholder.
- (a) Permanent Employees may contribute to a Registered Savings Plan on a monthly basis to a maximum of 5% of the employee's annual salary.
  - (b) Together with this remittance, the Town will match the employee's contribution to a maximum of \$3,000.00 in a calendar year.
  - (c) In addition to the above, an employee completing seven years of continuous service and every year thereafter on their anniversary date shall receive an additional \$500.00 employer's RRSP contribution.

Effective January 1, 2012:

- (a) Permanent Employees may contribute to a Registered Savings Plan on a monthly basis to a maximum of 6% of the employee's annual salary.
  - (b) Together with this remittance, the Town will match the employee's contribution to a maximum of \$4,000.00 in a calendar year.
  - (c) In addition to the above, an employee completing seven years of continuous service and every year thereafter on their anniversary date shall receive an additional \$750.00 employer's RRSP contribution.
- 46.05 In all cases, the Employer's Contributions will be reported as Taxable Allowance for Income Tax purposes and it will be the employee's responsibility to claim them as Retirement Savings Plan Contributions.

## **Article 47** **Group Benefit Program**

### 47.01 Insurance Plans

- (1) Upon completion of thirty days (30) of continuous employment, all eligible employees shall participate in the Town's Group Insurance Plan as arranged through the Association of Yukon Communities, provided they meet the Group Insurance Plan requirements.
- (2) The A.Y.C. Group Plan includes Life and Accidental Death/Dismemberment, Weekly Indemnity for Short Term Disability and a Long Term Disability Insurance with premiums to be shared by the employee and Employer as follows:
  - (a) Life & Accidental Death/Dismemberment 60-40 % split
  - (b) Weekly Indemnity for Short Term Disability and Long Term Disability Insurance – 100% Employee paid.
  - (c) The above premiums shall be paid by the employee via payroll deduction.
- (3) The monthly premiums shall be established by A.Y.C and the insurance provider. In accordance with Income Tax regulations, part of the Town's premium payment may be considered a Taxable benefit.

### Health Care Plans

- 47.02 (1) Upon completion of thirty days (30) of continuous employment, all eligible employees who are not covered by another Extended Health Care or Dental Plan may participate in the Health Care Plans arranged by the Town through the Association of Yukon Communities, provided they meet the Health Care Plan requirements.
- (2) Monthly premiums shall be established by A.Y.C. and the insurance provider and the cost shall be borne as follows:

- (a) Extended Health – 60-40% Employer/Employee
- (b) Dental – 60-40% Employer/Employee

### **Article 48** **Heating and Propane Assistance**

48.01 Permanent employees shall be entitled to have fuel or propane delivered, for personal residential use only, by the Town's contracted supplier at the contracted price. The cost of such fuel deliveries will be recovered from the employee by payroll deduction.

### **Article 49** **Special Allowances**

49.01 On presentation of physician's receipt, the Town will reimburse costs when a position with the Town has required a medical examination not covered by YHCIP.

49.02 Employees may be reimbursed \$100.00 per month when required by the Employer to use their own vehicles on a day to day basis for Town business.

49.03 Any employee in a full-time permanent position, if requested by the C.A.O., shall within ninety (90) days of commencing employment submit to a medical examination, the cost of which will be borne by the Town.

49.04 Upon the initial hiring from points outside of Watson Lake, an employee may claim relocation expenses to a maximum of \$2500.00, or such amount as Council deems appropriate; the amount to be claimed shall be supported by receipts.

49.05 The C.A.O. may, with approval of the Council establish allowances that may be paid in addition to the employee's regular pay. These special allowances are over and above normal pay and would include the following:

- (1) electrical plug-ins for vehicles used for Town business.
  - (a) Fire Chief/Emergency Coordinator/Public Works Superintendent: vehicle plug-in rate at \$350.00 per year.
  - (b) Other employees on call shall receive a proportion of the plug-in vehicle rate based on the number of employees in the rotation. (Example: with three (3) employees on call, each would receive 1/3 of the plug-in rate)

### **Article 50** **Social Justice Fund**

50.01 The Town shall contribute one cent (1 ¢) per hour worked to the PSAC 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 completion of each half year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

## **Article 51** **Travel Allowance**

- 51.01 (1) Subject to the provision of this section employees shall be eligible to receive a travel allowance on completion of their first year of continuous service, and shall be paid an annual travel allowance thereafter upon completion of each successive year of employment.
- (2) (a) For the purpose of this section “married employee” means an employee residing with a spouse, including one in a common-law relationship for a period of at least six (6) months, at the time of entitlement.
- (b) For the purpose of this section “dependant” means a person whom the employee is supporting at the time of entitlement and who is:
- (i) a natural child, step-child, adopted child, legal ward, common-law child, or grandchild for whom the employee is supporting at the time of entitlement, nineteen (19) years of age or less, or
  - (ii) twenty-one (21) years of age or less and in full time attendance at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature, or
  - (iii) over the age of nineteen (19) years of age and is wholly dependent on the employee for support by reason of mental or physical infirmity.
- (c) For the purpose of this section, “single parent” means a person who is widowed, single, separated, or divorced and who makes no travel allowance claim for a spouse.
- (3) The travel allowance provided for in this section will be paid as follows:
- (a) Single employees – an allowance of \$1334.29
  - (b) Married employees – an allowance of \$2668.58. (In the case of two (2) employees married together, only one shall receive this benefit.)
- (4) In addition to allowances outlined in Section 3, married employees having dependents shall be entitled to a further \$1334.29. In the case of a married couple, living separately, only one claim per child, per year, may be made.

(5) In addition to allowances outlined in Section 3, single parents shall be entitled to a further \$1334.29 per dependent up to a maximum of two (2) dependents.

(6) Where an employee leaves the Town's employ, vacation travel allowance shall be pro-rated provided always that the employee has one year of continuous service with the Town. No vacation travel allowance shall be pro-rated for employees dismissed by the Town

51.02 Employees hired on or after January 1, 2010 shall be covered by the following provisions:

(1) Subject to the provision of this section employees shall be eligible to receive a travel allowance on completion of their first year of continuous service, and shall be paid an annual travel allowance thereafter upon completion of each successive year of employment. The amount of this payment is \$2042.00 annually.

(2) Where an employee leaves the town's employ, vacation travel allowance shall be pro-rated provided always that the employee has one year of continuous service with the Town. No vacation travel allowance shall be pro-rated for employees dismissed by the Town.

## **Article 52** **Notice of Termination**

52.01 An employee who has completed their initial probation period shall receive the following notice period or pay in lieu of such notice (except an employee who has been discharged for just cause)

(a)	Employed less than 1 year	One (1) week
(b)	Employed greater than 1 year , less than 3 years	Two (2) weeks
(c)	Employed greater than 3 years, less than 4 years	Three (3) weeks
(d)	Employed greater than 4 years, less than 5 years	Four (4) weeks
(e)	Employed greater than 5 years, less than 6 years	Five (5) weeks
(f)	Employed greater than 6 years, less than 7 years	Six (6) weeks
(g)	Employed greater than 7 years, less than 8 years	Seven (7) weeks
(h)	Employed greater than 8 years or more	Eight (8)weeks

## **Article 53** **Re-opener of Agreement and Mutual Discussions**

### Re-opener of Agreement

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

### Mutual Discussions

- 53.02 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.
- | 53.03 The term of this agreement shall be from January 1, 2011 to December 31, 2013.
- 53.04 Notwithstanding Clause 54.01, the provisions of this Agreement, including the provisions for processing of grievances in Article 16 and Article 17, 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.
- 53.05 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 part to this Agreement to commence collective bargaining with a view to the conclusion, renewal, or revision of this Collective Agreement in accordance with Section 49 of the *Canada Labour Code*.
- 53.06 Where notice to bargain collectively has been given under Clause 54.03, 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, Yukon, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**on behalf of the  
Town of Watson Lake**

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

\_\_\_\_\_  
Stephen Conway  
Chief Administrative Officer

\_\_\_\_\_  
Alyssa Magun  
Member

\_\_\_\_\_  
Glenis Allen  
Negotiator

\_\_\_\_\_  
Gro Brodersen  
Member

\_\_\_\_\_  
Brian Hofmann  
Member

\_\_\_\_\_  
Jim Brohman  
Negotiator

\_\_\_\_\_  
Julie Docherty  
Regional Executive Vice President-  
North