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EFF.	95	01	01
TERM	96	12	31
NO. OF EMPLOYEES	35		
NO. REEMPLOYEES	20		

AGREEMENT

between

**THE YUKON ELECTRICAL
COMPANY LIMITED**

and

**THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION**

1995-1996

DEC 28 1995

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AGREEMENT

THIS AGREEMENT made as of the first (1st) day of January A.D. 1995.

BETWEEN:

THE YUKON ELECTRICAL COMPANY LIMITED, body corporate with head office at the City of Whitehorse, in the Yukon Territory (hereinafter called "the Company").

OF THE FIRST PART,

AND

THE YUKON ELECTRICAL EMPLOYEES' ASSOCIATION, a trade union within the meaning of the Canada Labour Code, of the said City of Whitehorse, in Yukon Territory (hereinafter called "the Association").

OF THE SECOND PART.

Whereas the Company is a public utility engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling electricity and of providing services in connection therewith and supplying electricity to communities and inhabitants in Yukon Territories.

AND

Whereas by Certificate dated the 23rd day of December A.D., 1974 and issued by the Canada Labour Relations Board of the Yukon (hereinafter called "The Board"), and made pursuant to the provisions of the Canada Labour Code, the Association has been certified as bargaining agent for the unit of employees of the Company comprising: "All employees of Yukon Electrical Company Limited employed in Yukon Territory, as listed within the Job Group Schedules contained within this Collective Agreement, excluding managerial designated "out of scope" supervisors, and all other persons acting on behalf of the Company in a professional or confidential capacity.

The above certificate is hereinafter referred to as "the Certificate".

SPIRIT OF AGREEMENT

Whereas the Company is an organization wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to provide efficient public utility services,

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly, to electric customers from time to time served by the Company, is essential to the welfare of these customers,

AND

Whereas it is essential to the livelihood and in the best interest of the Company, its management and employees, to direct their respective efforts towards the efficient and economical operation of the Company business,

AND

Therefore **this** Agreement recognizes and **accepts** the principles and spirit of good team work, based upon mutual **responsibility**, respect, **confidence**, **loyalty**, **integrity** and friendliness,

AND

This Agreement further recognizes that all successful employer - employee relations must be mutually advantageous, fair and just, not more favorable to one than to the other and of the same spirit of **cooperation** and friendliness in which this Agreement is reached,

AND

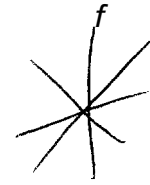
The Company and Association agree to principals of Employment Equity and recognize that specific **employment** selection criteria and systems may be required to support those principles and obligations, and agree to work jointly and in harmony to develop and maintain an employment equity strategy.

AND

The Company, it's management, employees, and Association, are committed to the development of employees from within the bargaining unit.

Whereas subject to the terms and conditions herein contained, the parties hereto by these presents are entering into a Collective Agreement with respect to the terms and conditions of employment of such employees;

NOW THIS AGREEMENT WITNESSETH:



ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This Agreement remains in force from ~~January 01, 1995 to December 31, 1996~~ and from year to year thereafter, unless notice of amendment or termination is given as required in Clause 1.02.
- 1.02 If either the Company or the Association wishes to amend or terminate this Agreement, it must give the other party notice between August 04, 1996 and September 02, 1996.
- 1.03 If either party wishes to negotiate and enter into another Collective Agreement to replace this Agreement, the parties shall meet and exchange proposals no later than September 03, 1996. The parties will then undertake negotiations for a new Agreement.
- 1.04 If either party has not resolved all issues through negotiations by September 29, 1996, a new Collective Agreement will be concluded and will become effective October 01, 1996. That Agreement will contain the following items:
- (a) the previous Collective Agreement with amendments to the extent agreed upon in negotiations;
 - (b) list, prepared by each party, of all unresolved matters, indicating those items which either party wishes to have retroactive; and
 - (c) an article identical to Article 28.00 of this Agreement.
- That Agreement will then be settled by the arbitration board selected or appointed under Article 28.00 for resolution of the unresolved issues and requests.
- 1.05 Until the arbitration board makes its award, the terms and conditions of the Agreement reached under Clause 1.04 (a) and (c) will be in force.

ARTICLE 2.00 APPLICATION

- 2.01 This Agreement shall apply with respect to all of the Company's employees comprised within the bargaining unit prescribed by the Canada Labour Relations Board or the said certificate as it may be amended from time to time.

ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES

- 3.01 All employees covered by this Collective Agreement shall fall into the following categories: Permanent, Permanent Part Time, Probationary, Temporary.
- 3.02 A Permanent Employee shall be an employee who has been appointed by written notice to a permanently established position on the completion of a maximum six (6) month probationary period (the "Probationary Period"). The appointment to Permanent status will be effective on the first (1st) of the month following successful completion of the Probationary Period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of appointment.
- Permanent Parttime Employee
- 3.03 A Permanent Part Time Employee shall be an employee who has been appointed, by written notice, to a Permanent Part Time established position on the completion of a maximum of six (6) month probationary period (the "Probationary Period"). Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of the appointment.
- Probationary Employee
- 3.04 A Probationary Employee shall be either:
- (a) a new employee appointed to a permanently established position, for whom there shall be a maximum six (6) month probationary period, during which period his employment may be terminated at Company's discretion. A review of the performance of such employee will be discussed with him prior to the final thirty (30) days of the probationary period.

- (b) a Temporary Employee appointed to a permanently established position, for whom there shall be a maximum **six (6)** month **probationary** period, during which period his employment may be terminated at the **Company's** discretion. A review of the **performance** of **such** employee will be discussed with **him** prior to the final **thirty (30) days** of the probationary period.

Temporary Employee

- 3.05** A **Temporary** Employee shall be an employee who is engaged full time or part time for a Special Project or **for work** which is not of a **permanent** or **continuing** nature and further whose employment will be terminated on the completion of such work. A **Temporary** position other than utilization within a special project shall not utilize a number of man hours in excess of **sixty (60)** per cent limitation as **previously** mentioned however, would be restricted by the term of the **project**. This category of **employee** shall not be utilized **so** as to displace any **Permanent Employee** or **position** or diminish the regular hours of work of any **Permanent Employee**. The **Company** **undertakes** to notify the Association in writing of the name of the employees hired in this category and in the case of an employee hired for a special project, the expected duration of the special project.

Casual Employee

- 3.06** It is agreed that Casual Employees shall not be included within the **scope** of this Collective Agreement. A Casual Employee is defined as an employee who does not work more than **thirty-two (32) days** within any **three (3)** calendar month **period**, and all employees performing janitorial work in district offices.
- 3.07** When a temporary employee is hired for a permanent position, and has been working in a related job, the probationary period will be reduced as follows:
- (a) If the person has been employed by the Company in a related job for more than three months, the probationary period will be reduced by at least three months.
 - (b) If the person has been employed by the Company in a related job for less than three months, the probationary period will be reduced by the actual amount of time he has been employed in the related job.
- 3.08** The Company undertakes to notify the Association in writing of the name, wage rate and wage rate and category of employee(s) when hired.

ARTICLE 4.00 RECOGNITION

- 4.01** The Company recognizes the Association as the exclusive bargaining agency for all employees as defined in the Canada Labour Relations Board Certificate as referred to in Article 2.00 or said certificate as it may be amended from time to time. The Company recognizes the right of an employee to be represented by an Association Officer.

ARTICLE 5.00 DISCRIMINATION

- 5.01** The Company shall not discriminate, against any employee because of his connection with the Association, or his activities related thereto which are permitted by the Company, sanctioned by the terms of the Collective Agreement, or are in accordance with those rights and privileges defined in The Employment Standards Act of the Yukon Territory and the Canada Labour Code, nor shall the Association discriminate against any employee because of his non-membership in the Association or for activities in accordance with those rights and privileges defined in The Employment Standards Act of the Yukon Territory and the Canada Labour Code.

ARTICLE 6.00 RIGHTS OF MANAGEMENT

- 6.01** The Company retains the sole and exclusive control of all matters concerning the operation, management and administration of its business and holds exclusive rights over matters on which **this Agreement** is silent, and in general, retains the residual rights of Management, and such **control** and rights shall not be abridged **except** by specific restrictions as set forth in this Agreement. Without restricting the **generality** of the foregoing the Company may hire, classify, promote and, for just cause, **discipline**, demote for disciplinary reasons, suspend or discharge any employee or employees, all in accordance with its **commitments** and responsibilities.

ARTICLE 7.00 GRIEVANCE PROCEDURE

7.01 The grievance procedure described in this Article will be used only to resolve disagreements regarding the interpretation, application, administration or any alleged violation of this Agreement.

Facilitation

- 7.02** (a) The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
- (b) To help try to resolve a disagreement, the parties may, by mutual Agreement, use a problem solving process at any stage of the grievance process. The facilitator and the process to be used (e.g. the problem solving process) must be agreed to by both parties.
- (c) The parties agree not to enforce the time limits under this Article while the problem solving process is underway. When the attempts are completed, or mutual Agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

Discussions

7.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with:

- (a) the selecting supervisor, if the disagreement relates to a Career Posting; or
- (b) his most immediately supervisor, who is not a member of the bargaining unit, in any other case.

7.04 The discussion referred to in Clause 7.02 should be held as soon as possible after the act which gave rise to the disagreement, since any grievance must be submitted within certain time limits.

- (a) In the case of a Career Posting, a grievance must be submitted within five (5) Days of the employee receiving written reasons for his not being selected. This time period will be extended to ten (10) days upon the request of the employee.
- (b) In the case of a dismissal, a grievance must be submitted within ten (10) Days of the dismissal.
- (c) In any other case, a grievance must be submitted within fifteen (15) Days of the act giving rise to the grievance.

However, the parties agree that where the supervisor is not available or the discussion cannot be held, this requirement will not prevent any employee from submitting a grievance.

7.05 If the discussion does not resolved the matter, the disagreement may proceed to:

- (a) Step 1 in case of a disagreement that does not involve the discharge of an employee; or
- (b) Step 2 in the case of a disagreement that involves the discharge of an employee.

7.06 While this grievance procedure is in process, the employee involved will continue to faithfully perform the duties assigned to him.

Representation

7.07 An employee may be assisted and represented by an Association officer at any stage of this procedure.

Calculation of Time

7.08 Whenever a time limit is imposed in this article, the following rules apply:

- (a) Saturdays, Sundays and holidays will not be included in calculating time.

- (b) If either party fails to **process** the **grievance** within the time limits established, that party will be deemed to have conceded **the** grievance in favour of the other party.

Step 1

- 7.09 The employee will put the grievance in writing.
- 7.10 The grievance will include:
- (a) the nature of the grievance;
 - (b) the date of the occurrence;
 - (c) the circumstances out of which the grievance arose;
 - (d) the requested remedy;
 - (e) the article, or articles, of the Agreement claimed to have been violated or infringed upon; and
 - (9) the signature of the **employee(s)** submitting the grievance.
- 7.11 (a) Where the grievance results from a Career Posting, the grievance will be sent to the selecting supervisor and his manager within five (5) Days of the employee being given written reason for his not being selected for the **position** unless the time for filing of a grievance has been extended pursuant to Clause 7.04 (a), where in the time for sending the grievance will be extended to 10 days.
- (b) In any other case, the grievance will be given to the employee's supervisor's manager within fifteen (15) Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.
- 7.12 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 15 (Career Posting), the supervisor who made the decision shall attend.
- 7.13 Within six (6) Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's decision shall be in writing and given to the employee and the Association.
- 7.14 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

Step 2

- 7.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice.
- 7.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request of a Grievance Committee. In such case, the grievance shall be in writing and include:
- (a) the nature of the grievance;
 - (b) the date of the occurrence;
 - (c) the circumstances out of which the grievance arose;
 - (d) the requested remedy;
 - (e) the Clause or Clauses of this Agreement which, it is claimed, have been violated or infringed upon; and
 - (9) the signature of the **employee(s)** submitting the grievance.
- 7.17 The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its

notice under Clause 7.15. The other party will respond with the names of its nominees in writing within five (5) Days of receiving the notice.

- 7.18 The employee initiating the grievance, his supervisor and his supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Career Posting, the selection supervisor and his manager are also ineligible to sit as a member of the Grievance Committee.
- 7.19 The grievance committee shall appoint one of its members to be its chairperson and the person so appointed will retain the right to vote.
- 7.20 The written grievance will be presented to the Grievance Committee within five (5) Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee being dismissed, the grievance will be presented within ten (10) Days of the grievance being filed.
- 7.21 Within ten (10) Days of receiving the grievance, the Grievance Committee will issue a written report;
- (a) upholding the grievance;
 - (b) denying it; or
 - (c) reporting that it is unable to reach a majority decision.

The committee's report will be given to the Company and the Association.

- 7.22 A majority decision of the Grievance Committee is binding upon both parties.
- 7.23 If the Grievance Committee reports it is unable to reach a majority decision the grievance may proceed to Step 3.

Step 3

- 7.24 The Association or the Company shall submit the grievance to the Company's President.
- 7.25 The grievance shall be submitted, in writing, within six (6) Days of the Grievance Committee's report.
- 7.26 Within six (6) Days of receiving the grievance, the President, or a designate will uphold or deny the grievance and notify the Association, in writing, of the decision.
- 7.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

- 7.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six (6) Days of Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominees to the arbitration board.
- 7.29 Within seven (7) Days of receiving this notice, the parties receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 7.30 Within seven (7) Days of the appointment of the second nominee, the two nominees will select a chairperson of the arbitration board. If such agreement cannot be reached in that time, The nominees will request The Minister of Labour for the Government of Canada to appoint a chairperson.
- 7.31 The arbitration board will meet within twenty-one (21) Days of the chairperson's appointment and hear such evidence as the parties may wish to present to assure full and fair hearing.
- 7.32 The board will make every reasonable effort to render its decision, in writing, within thirty (30) calendar days of its hearing.

- 7.33** The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 7.34** The board's decision shall not alter, amend, add to or change the terms of this Agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 7.35** The board's jurisdiction is limited to the remedy requested by the grieving party.
- 7.36** In grievances concerning discharge or suspension, the board's jurisdiction is limited to determining whether there was just cause for the discipline. If it finds there was just cause, it shall not have the jurisdiction to review the penalty imposed. If it finds that there was not just cause for discipline, it may reinstate the employee involved and to declare that he is entitled to such reinstatement or redress as the board considers appropriate.
- 7.37** The parties will pay the expenses of their nominee. The expenses of the chairman shall be shared equally by the parties.

Policy Grievances

- 7.38** Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this Agreement.
- 7.39** A party initiating a policy grievance shall, within fifteen (15) Days of the act giving rise to the grievance, give notice to the other party, setting out:
- (a) the nature of the grievance;
 - (b) the date of the occurrence;
 - (c) the circumstances out of which the grievance arose;
 - (d) the requested remedy;
 - (e) the articles, or articles, of the Agreement claimed to have been violated or infringed upon; and
 - (9) the signature of the authorized official of the party initiating the grievance.
- 7.40** A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of Clause 7.08 and Clauses 7.17 to 7.37 inclusive shall apply to the processing of such grievance.

ARTICLE 8.00 CONTINUITY OF SERVICE

- 8.01** The Association agrees that it will not directly or indirectly sanction, authorize, or allow any stoppage of work or any action that restricts or limits service or production, and the employees agree that they will not be involved in such actions. The Company agrees that it will not cause any lockout of employees.

ARTICLE 9.00 ASSOCIATION DUES

- 9.01** All employees now members of the Association, and all employees eligible to become members of the Association, shall, as a condition of employment pay semi-monthly to the Association, monies equal to the dues as established from time to time in accordance with the Constitution and Bylaws of the Association. Such dues shall be deducted semi-monthly by the Company from the employee's pay and remitted to the Association at the end of the month following the deduction. The payment of dues does not require the employee to become a member.
- 9.02** The Company shall provide the Association with a printout, monthly, containing the following specifics:
- 1. Employee Name
 - 2. Employee Classification
 - 3. Particulars of Association dues deducted
- 9.03** The Company will not authorize any other dues deduction except to the benefit of the Association, unless otherwise required by law.

ARTICLE 10.00 WAGE SCHEDULES, NOTES AND APPENDICES

10.01 The provisions set forth in Wage Schedules **50, 52, 54, 55, 56, 57, and 58** together with notes applying to these schedules and appendices, respectively annexed hereto, are hereby **incorporated** into and made part of this Agreement and shall apply for as long as this Agreement remains in force and effect. Further, **any changes** to the **Collective Agreement** or addendum **as officially agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.**

ARTICLE 11.00 NOTICES

11.01 Any notice required to be given **by** one party to the other hereunder shall be in writing and shall be sufficiently given, if presented by hand, or alternatively mailed to the party to whom such notice is to be given. Notice shall be directed to the parties as follows:

Company:
Vice President and General Manager
The Yukon Electrical Company Limited
P.O. Box 4190
Whitehorse, Yukon
Y1A 3T4

Association:
President
The Yukon Electrical Employees' Association
P.O. Box 5892
Whitehorse, Yukon
Y1A 5L6

11.02 Each party may, from time to time, designate some other representative to be the person upon whom such notices are to be personally served, in lieu of the representatives theretofore so designated and/or from time to time, may change its address for service hereunder, in all instances by serving the other party, in the manner herein before prescribed, with written notice to that effect.

11.03 Each notice mailed as aforesaid shall be deemed to have been received and the particular notice given, upon the expiration of five (5) clear days excluding Saturdays, Sundays and holidays next following the date of such mailing.

ARTICLE 12.00 HEADINGS

12.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any portion herein, nor shall the same be deemed to qualify, modify or explain the effects of any such term, condition or provision.

12.02 Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.

ARTICLE 13.00 JOB CLASSIFICATION

- 13.01 (a) Use of the terminology "evaluation" and "re-evaluation" throughout this article 13.00 refers to the formal job evaluation plan utilized to determine job levels within Wage Schedule 50, respectively annexed hereto.
- (b) When new job classification are established, the Company shall set the wage rate therefore and shall notify the Association thereof within fourteen (14) days of the classification being established. The wage rate for the new classification may be set and implemented by the Company.
- (c) When significant differences, or changes, in job content are effected to existing job classifications to the extent that the Company or, the Association or, an employee require that the job be re-evaluated, the following procedure shall be followed:

- (i) Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Company shall proceed with the re-evaluation within thirty (30) days of receipt of the written request. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation, the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company received the written request for review.
- (ii) Should a written request for re-evaluation of a job classification be initiated by the Company, the Association shall be notified in writing within five (5) working days of the initiation of the review. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) days from the date the Association was notified. Within five (5) working days of the completion of any evaluation the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company notified the Association of the initiation of the review.
- (d) Should any dispute arise between the Company and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, such dispute shall be settled by adopting the following procedure:
A Committee of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Company and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Committee's appointment. In the event that the dispute remains unresolved, the following method of settlement shall be adopted:

The Company and the Association shall submit the dispute jointly to two (2) appointees qualified in wage determination and administration, one (1) appointed by the Company and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting.

In the event that the appointees cannot reach unanimity in their decision, they may appoint a third party of similar qualifications to act as Chairman. The unanimous decision of the first two (2) appointees, or a majority decision of the three (3) appointees, shall be final and binding upon both parties. It is agreed that the Company and the Association, each respectively, bear the costs and expenses of their Appointees, and that costs and expenses of the third party, if appointed, be borne equally by the Company and the Association.

- 13.02 The Company undertakes to inform the Association in writing of changes in an employee's job classification. This will not be necessary in the case of progression movement within a classification.
- 13.03 Job descriptions shall be established for each job classification and issued to the Association and incumbent: further, where such job descriptions are changed, the changed description shall be issued upon completion to the affected incumbent and the Association within fourteen (14) days of the job changes being effected. The job descriptions issued by the Company to the Association are the property of the Company, and are not for release by the Association to others outside the organization without the permission of the Company. During the annual performance review, which shall be held prior to the thirty-first (31st) day of January each and every year, the supervisor shall review the job description with the employee. Significant changes to the employee's job description identified during the annual performance review will be forwarded before the expiration of ninety (90) days by the employee's supervisor to the Manager. Written confirmation of the results shall be forwarded from the Manager to the employee within forty-five (45) days.

ARTICLE 14.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM

- 14.01 A Permanent or Probationary employee temporarily assigned in writing for a period of more than one (1) continuous working day to a position of higher classification shall, from the first day, be

paid at a rate increased by the equivalent **step** in his present classification or to the top of the range of the **new classification**, whichever is **lesser**. In any event this shall be at least to the bottom of the new range.

14.02 In any event that an employee is retained in the temporary **assignment** for more than one year, his wage shall be administered in the range of the new **classification**. (I)

ARTICLE 15.00 CAREER POSTING, CAREER NOTICE and CAREER PROGRESSION

- 15.01** (a) When a permanent position, within the scope of the Collective Agreement, **becomes** vacant or a new position is created, a Career Posting or Career **Notice** outlining details of the vacancy will be posted on Company bulletin boards for ten (10) working days.
- (b) All Career **Postings** and Notices shall contain hiring criteria including educational and/or experience and related skill areas.
- (c) A copy of each Career Posting and Notice will be **directed** to the **Association**.
- (d) Career Notices shall be for those positions contained in Appendix A and will be posted within the Company for **information** purposes only. The Company is not obligated to hire from within the bargaining unit and may select **external applicants**. For the purposes of sequence [15.01 (h)], these positions will only be considered as part of a sequence should an internal applicant be awarded the position, creating a vacant Career Posting.
- (e) Career **Postings** shall be for those positions not specifically listed in Appendix A, or otherwise specifically excluded within Article 15.00.
- (f) All employees have the privilege of applying to posted positions. While first consideration will be given applicants who are members of the bargaining unit, the Company reserves the right to fill vacancies from outside the bargaining unit and as defined in Appendix D (Letter of Understanding: Job Postings).
- (g) Applicants will receive a personal written reply to their application.
- (h) No more than two (2) Career **Postings** shall be required in any one sequence. After the second vacancy in a sequence has been filled the third vacancy created by the second posting shall not require posting. This third vacancy may be filled at the company's discretion, utilizing for example the options to fill as an internal career development or external placement. Should the Company choose to post the third vacancy, the Career Posting procedures and obligations will apply and will be considered the first in the new sequence.
- 15.02** In considering such applicants, the factors which shall be considered are related ability, education, behaviour, performance, related skill areas, and length of service. The Company is not necessarily obliged to consider the application of any employee with less than two years in his present position and location.
- 15.03** When **making** promotions and/or transfers, the above outlined procedures and criteria of selection shall apply and when the overall assessment based on the above stated factors is equal for two (2) or more of the applicants, the applicant with the most seniority with the Company shall be selected for the posting. An unsuccessful internal applicant shall be given a written reason for not being selected. All applicants will receive a personal written reply to their applications.
- 15.04** Unless the date of transfer is specified on the Career Posting, the successful applicant shall be transferred to his new position within four (4) weeks of being notified by the Company of his selection. Should there be good and **sufficient** reason why the transfer to the new position cannot be made within the four (4) week period, the employee shall be notified in writing as to the reasons therefore and be given a specific date prior to or at which the transfer shall be made.
- 15.05** No posting is required if a job has been re-assessed or re-evaluated to a higher class, if the person who held the job before the re-assessment or re-evaluation remains in the job.
- 15.06** When an employee assumes a job in a remote and difficult to fill position and has been assured a time certain rotation, the employee may be brought back to an equivalent level job in another location without posting.

- 15.07 An employee on an approved educational leave may be brought back to an equivalent level job within the bargaining unit without posting. The employee must remain a member in good standing with The Yukon Electrical Employees' Association while on leave.
- 15.08 In the case of Articles 15.06 and 15.07, the Company will inform the Association in advance of the application of these Clauses.

ARTICLE 16.00 HOURS OF WORK AND OVERTIME

The hours of work stated in this Article shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked, but serves only as a basis for the calculation of overtime.

16.01 Office Employees

- (a) (i) For non-shift employees a normal day's work shall be seven (7) hours between the hours of 0700 and 1700 hours, with one (1) hour for lunch, The normal work week shall consist of thirty-five (35) hours worked in any five (5) consecutive days, Monday through Saturday inclusive.
- (ii) Notwithstanding Sub-section 16.01 (a)(i), by mutual Agreement between the employee and the supervisor the hours of work per day for a specific job assignment may be altered, but are not to exceed thirty-five (35) hours per week over a predetermined period of time and, consequently, overtime payment for the hours worked over seven (7) per day would not apply.
- (b) All shift work employees shall be subject to a seven (7) hour day and a thirty-five (35) hour week and the schedules of shift work shall be posted in advance by the Company.
- (c) Payments for authorized overtime shall be on the basis of two (2) times for all hours worked.

16.02 Non-Office Employees

- (a) (i) For non-shift employees, a normal day's work shall be eight (8) hours between 0700 and 1700 hours. A maximum lunch period of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Saturday inclusive.
- (ii) Notwithstanding Sub-section 16.02 (a)(i), (c) and (e), by mutual Agreement between the employee and the supervisor, the hours of work per day for a specific job assignment may be extended to a maximum ten (10) hours per day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per day would not apply.
- (b) In order to provide continuity of service to the Company's customers certain work of a construction, maintenance and replacement nature on the Company's transmission, distribution and production facilities, is required on a pre-planned basis to be performed during other than normal hours of work. In such cases the Company, on forty-eight (48) hours notice, may reschedule the normal hours of work of employees so affected as set out in Sub-Section 16.02 (a).
- (c) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of eight (8) hours per day (ten (10) hours in the application of Sub-Section 16.02 (a)(ii) above) and for all authorized overtime worked in excess of forty (40) hours per week and for all overtime worked on Holidays as specified in Article 19.00 of this Agreement.
- (d) Time required for travel outside regular working hours between headquarters and the temporary job headquarters shall be paid for at applicable overtime rates.
- (e) Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift (2) or three-shift (3) system. Employees working rotating weekend coverage will also be deemed as shift employees. The regular straight time

hours worked for shift employees shall be eight (8) hours per day and shall average forty (40) hours per week.

In the event that the Company wishes to change the normal work schedules, the following applies:

- (i) Each time that a shift employee is rescheduled, at the Company's request, to work a normal work period or shift, with less than twenty-four (24) hours off between regularly scheduled work periods or shifts, the employee shall be paid overtime for the first period or shift worked as a result of the rescheduling.
- (ii) (a) If ten (10) days notice is not given by the Company then the first two (2) shifts on the new schedule shall be paid at the overtime rate, and
(b) If the new schedule affects days off, as provided for under the former schedule, in the thirty-five (35) day period following posting of the new schedule, then the first five (5) such previously scheduled days off under the old schedule that are worked under the new schedule shall be paid at the overtime rate.
- (iii) All rotating shift schedules shall be posted to cover a minimum of ninety (90) consecutive days. In January a master shift schedule for the year shall be prepared and circulated to the respective shift employees.
- (9) Provided sufficient advance notice is given and with the approval of the Company, employees may exchange shifts if there is no increased cost to the Company. Employees requesting shift changes must do so in writing.
- (g) In the event that an employee works five (5) or more hours of overtime in the eight (8) hours immediately preceding his regularly scheduled work period, he shall not be required to report for work during either the first four (4) hours or the last four (4) hours of his next regularly scheduled work period and shall suffer no loss of wages therefore.

Employees working sixteen (16) or more consecutive hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.

Notwithstanding the immediately preceding paragraphs, in emergency situations, the employee may be called back to work with additional straight time pay.
- (h) Employees will not normally be called upon to be away from home base on weekends except for work of an emergency nature, or by mutual Agreement, or in economically viable situations (e.g. weather, transportation restrictions, etc.).
- (i) Except in the case of an emergency, the Company will endeavour to give a minimum of twenty (20) hours advance notice to employees prior to their being required to work away from home base for any period exceeding one (1) normal working day.

16.03 Overtime Banking

In recognition that from time to time, an employee may require time off for personal reasons or unforeseen circumstances the following conditions may apply:

- (a) When an employee works overtime, he may direct that the amount payable for that overtime be banked rather than paid to him.
- (b) Nothing in this article guarantees an employee that a supervisor will approve any request to take time off.
- (c) In any year, an employee may bank overtime pay to a maximum of five (5) working days. Working day is defined as the employees normal scheduled work day.
- (d) An employee may take time off and be paid out of his banked overtime by mutual Agreement with his supervisor. An employee shall make a request at least six (6) working days prior to the first day he wishes to take off. Request should be made only when no overtime will result and that scheduled vacations will not be affected for them or other

employees. The supervisor shall approve or reject the request **as** soon as possible, but **at** least **three (3) working** days prior to the first day the employee wishes to take off.

- (e) At the end of each calendar year, each employee will be paid any amount which remains banked.

16.04 Arrangements **may** be made to take time off without pay subject to the prior approval of the employee's **immediate** supervisor.

16.05 Daylight Savings Time

The following will apply when changing from Pacific Standard Time to Pacific Daylight Time and vice versa:

- (a) eight (8) hours straight time shall be paid to the **employees** who work the full shift, which commences between **2300** hours Saturday and **0100** hours Sunday, when the spring time change occurs;
- (b) eight (8) hours straight time plus one (1) hour double time shall be paid to the employees who work the full shift, which commences between **2300** hours Saturday and **0100** hours Sunday, when the fall time change occurs.

ARTICLE 17.00 CALL OUT

17.01 **Employees** will be paid at the overtime rate when called out to perform work outside their normal working hours.

- 17.02** (a) If an employee is called out within two hours of the start of his **regularly** scheduled shift, he will be paid for the period from the time of the call-out to the start of his shift.
- (b) If an employee is called out any other time, he will be paid for the time actually worked, or for two (2) hours, whichever is greater. The time required to travel between the job site and the specified community for his location shall be considered time actually worked.

17.03 **Employees** called out are deemed to be on duty for the minimum period set out in Clause 17.02, or **until** the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to call-out pay.

17.04 When an employee is required, due to emergency conditions, to continue working in excess of two (2) hours beyond the normal scheduled quitting time, the employee will be provided with a reasonable meal in the third hour and every four (4) hours thereafter, as arranged by the Company, or a per diem of eight dollars and twenty-five cents (\$8.25) at the employee's option. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate. A practical application of the above arrangements may be made.

ARTICLE 18.00 SHIFT DIFFERENTIAL

A shift differential shall be paid for hours ~~of~~ work outside of the normal hours.

18.01 A one dollar and one cent (\$1.01) per hour differential shall be paid to those employees working a scheduled straight eight (8) hour shift, or any scheduled rotating shift for hours which occur between 1600 and 2400 hours (evening shift).

18.02 A one dollar and one cent (\$1.01) per hour differential shall be paid to those employees working a scheduled straight eight (8) hour shift or any scheduled rotating shift for hours which occur between 2400 and 0800 hours (night shift).

18.03 Payment of a shift differential is subject to the following conditions:

- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
- (b) A shift differential shall be paid for all hours of work, including overtime hours.

- (c) Any job scheduled in advance for **off-normal** hours requires scheduling for at least three consecutive days to be considered **as** a scheduled shift.

ARTICLE 19.00 HOLIDAYS

- 19.01 All employees **covered** by this Collective Agreement, except as provided by Section **19.02**, shall receive a regular day's pay for the **recognized holidays** listed below:

New Year's Day	Christmas Day
Good Friday	Boxing Day
Easter Sunday	Discovery Day
Victoria Day	The Friday Designated
Canada Day	for the celebration
Labour Day	of the Yukon Sourdough
Thanksgiving Day	Rendezvous
Remembrance Day	

- 19.02 Notwithstanding the above, should an additional statutory holiday be declared or proclaimed by the Canadian or Yukon governments, it shall replace the day designated for the celebration of the Yukon Sourdough Rendezvous.
- 19.03 To be **eligible** for an paid for any of the **holidays** listed above, an employee must have completed thirty (**30**) days or two hundred and forty (**240**) hours of employment in the twelve (12) months immediately preceding the holiday and he must have worked his scheduled work shift immediately before and immediately after such holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Company.
- 19.04 In the event of work being scheduled on such holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the holiday.
- 19.05 Should one of the recognized holidays for employees other than shift employees fall on a Saturday, either the previous Friday or the following Monday shall be observed **as** the holiday as determined by the Company. Should one of the recognized holidays for employees other than shift employees fall on Sunday, the following Monday shall be observed as the holiday. Employees shall receive holiday pay only once for a given holiday.
- 19.06 If a holiday as provided by Section 19.01 falls on a regular day off of a shift employee, he shall be paid eight (8) hours at straight time, in addition to his regular pay, or be given equivalent time off.

ARTICLE 20.00 ANNUAL VACATIONS

- 20.01 (a) All Permanent Employees who have completed twelve (12) months of continuous employment shall be entitled to four (4) weeks' annual vacation with regular pay.
- (i) In the particular case of a new Permanent, Permanent Part Time or Probationary employee who has completed six (6) months of continuous employment he may, with the permission of his supervisor, take up to, two (2) weeks vacation with pay in his second six (6) months of employment, providing however that the receipt of the **vacation days** with pay is recognized as an advance draw on his vacation entitlement described in **Sub-Section 20.01(a)** previous.
- (b) All Permanent Employees who have completed eight (8) years of continuous employment shall be entitled to five (5) weeks' annual vacation with regular pay.
- (c) All Permanent Employees who have completed seventeen (17) years of continuous employment shall be entitled to six (6) weeks' annual vacation with regular pay.
- (d) All Permanent Employees who have completed twenty-five (25) years of continuous employment shall be entitled to seven (7) weeks' of annual vacation with regular pay.
- (e) Subject to vacation **scheduling** under Section 20.02 employees may be permitted to take their earned vacation one (1) day at a time up to a maximum of five (5) days in a calendar year, subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

- 20.02 (a) Vacations may be taken at any time during the calendar year by mutual Agreement between the employee and his supervisor provided, however, that vacation scheduling is arranged to suit the work schedules of the Company. Vacations shall commence on Mondays unless otherwise arranged and mutually in advance.
- (b) In the year in which an employee qualifies for increased vacation entitlement under Section 20.01 such increased entitlement, may be taken only after the employee's anniversary date of vacation entitlement.
- 20.03 In the event that a recognized holiday falls within the annual vacation period of an employee, such period shall be increased by one (1) day for each of the holidays so affected.
- 20.04 Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 20.05 For purposes of this Agreement, one (1) week's vacation shall be deemed to be five (5) working days.
- 20.06 An employee may apply in writing for the carryover of vacation entitlement to the next year. Such carryover will only be granted if mutually agreed between the employee and his supervisor and if granted, must be arranged to suit the work schedules of the Company.
- 20.07 Permanent and Permanent Part Time employees that are stationed in the districts more than two hundred and fifty (250) kilometers outside of Whitehorse or Watson Lake districts and who proceed on annual vacation shall be allowed two (2) days of paid travel time annually for allowable trips reimbursable pursuant to Article 32.00.

ARTICLE 21.00 BOARD AND LODGING

- 21.01 The Company will on production of receipts, pay for room or alternatively provide accommodation when working away from home.
- 21.02 On the production of receipts or on a per meal or per diem, rate of mutually agreed between the supervisor and the employee, employees will be reimbursed the cost of reasonable meals when working away from home.
- (a) If an employee is required to bring a lunch in order to work away from his home base and returns the same day will on the production of a receipt be reimbursed for lunch or a per diem of six dollars (\$6.00).
- 21.03 This will not apply to locally hired help employed for a specific job in the community in which they reside and who will be laid off prior to the crew moving to another location.
- 21.04 An employee who is required to work away from home shall be paid incidental expenses of five dollars (\$5.00) per night for all nights away from home.

ARTICLE 22.00 STANDBY

- 22.01 Employees who are requested to standby shall receive for such standby duties seventeen dollars and fifty-nine cents (\$17.59) and the standby for each scheduled day of rest and recognized holiday shall be forty-five dollars and ninety-four cents (\$45.94). In addition such employee shall be paid the applicable rate for work performed, subject to Article 17.00.
- 22.02 The Company shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty. In designating employees for standby, the Company will endeavor to arrange for the equitable distribution of standby duties.
- 22.03 Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full twenty-four (24) hour period. An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty.

ARTICLE 23.00 BEREAVEMENT

- 23.01 In the case of a death in the immediate family, a Permanent, Probationary or Permanent Part Time employee shall be given time off with pay up to a maximum of five (5) working days. The

term "immediate family" shall be interpreted to mean a mother, father, sister or brother, spouse, son or daughter, mother-in-law, or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandfather or grandmother (including spouse's) or grandchild or any dependent relative living in the employee's household.

ARTICLE 24.00 TERMINATION OF SERVICE

- 24.01** In the event of a Permanent **Employee** giving notice of termination to the Company, *such* termination shall require notice of ten **(10)** working days.
- 24.02** In the event of the Company **giving** notice of termination to a Permanent Employee, such termination shall require notice of thirty **(30)** calendar days.
- 24.03** An employee may be discharged for just cause without notice or pay in lieu therefore, subject to the Grievance Procedure - Article 7.00.
- 24.04** In the event of the Company terminating the employment of a Permanent or Permanent Part Time employee, other than for just cause, severance pay shall be paid to the employee in an amount equal to one-half **(1/2)** a week's normal pay per year of employment based on their last month's wage rate.

ARTICLE 25.00 PARENTAL LEAVE AND ADOPTION LEAVE

- 25.01** In the event of a birth or adoption of a child, Permanent and Permanent Part Time employees are entitled to unpaid parental leave for a maximum of **twenty-six (26)** weeks. The leave will be unpaid, except for any period during which the employee qualifies for sickness or disability payments.
- 25.02** An employee wishing to take parental leave may begin the leave upon two weeks' written notice to the supervisor. This requirement is waived in the event a baby is born prematurely, and the employee could not reasonably provide two weeks' notice.
- 25.03** An employee who wishes to resume employment after parental leave shall give the Company two weeks' written notice. The Company will then:
- (a) reinstate the employee in the position occupied at the time parental leave began; or
 - (b) provide the employee with alternate work of a comparable nature, at not less than the same wage and other benefits that had accrued to the employee to the date on which parental leave began.
- 25.04** Where a pregnancy of an employee interferes with the performance of her duties, the Company may, by notice in writing to the employee, require her to begin parental leave. This Clause may not be used if the employee is absent from work for medical reasons, certified by a physician.
- (a) When an employee ~~adopts~~ **adopts** an infant under the age of three years, the employee shall be entitled to take ~~leave of~~ **leave of** absence without pay for a maximum of **twenty-six (26)** weeks immediately following the adoption.
 - (b) The employee will notify the Company of their intention to adopt and indicate that they intend to take parental leave under this Clause.
 - (c) When the adoption is finalized, the employee may begin parental leave after giving the Company as much notice as is possible under the circumstances.
- 25.05** A male employee who chooses not to take parental leave is entitled to one day off with pay when his child is born or adopted.

ARTICLE 26.00 CALCULATION OF PREMIUM RATES

- 26.01** If **two (2)** or more premiums are applicable to the same hours worked, an employee shall receive only the highest premium rate applicable to such hours. For the same hours worked, an employee shall not receive a premium rate under more than one **(1)** provision of this Agreement unless otherwise specifically provided.

ARTICLE 27.00 REDUCTION OF STAFF

- 27.01** This clause does not restrict the Company's right to terminate an employee for discipline or performance reasons.
- (a) Before there is a reduction in staff by way of layoff or termination(s) of permanent or permanent part-time employee(s), the Company will notify the Association and arrange a meeting to discuss the reduction in staff and the procedure to be used. The Company representatives at the meeting will include the Vice President or General Manager and the management of the Department in which the layoff or termination is to occur.
 - (b) In the event a reduction in staff is required as a result of re-organization, automation, equipment changes or changes in methods of operation, the Company will attempt to provide alternate employment opportunities in the Company, within the Yukon. The Company and the Association will work together to attempt to achieve the alternate job placement.
 - (c) The Company will consider retraining or development as an alternative to reduction of staff, when a vacancy exists and the employee demonstrates the ability and aptitude to meet the new job requirements.
 - (d) In the event of a reduction in staff the factors which shall be considered are: Related ability, education, performance, and length of service. These factors are not listed in order of priority.
- 27.02** (a) In the event of an increase in staff of a department within one (1) year following reduction of staff, a Permanent, Probationary or Permanent Part Time employee will be eligible for rehire on a last out-first in basis. To be eligible, the employee affected by the staff reduction shall subsequently advise the Company of any change in address. The Company will contact an eligible former employee by double registered mail and the former employee must acknowledge receipt of the Company correspondence within seven (7) calendar days of the date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) calendar days of the date of receipt of the Company correspondence.
- (b) When re-hired the employee will be credited with their length of service and contractual benefits that had accrued to the employee up to the date of their termination. The Company shall reinstate the employee in their former position occupied at the time of their termination or provide them with alternate work of a comparable nature at an appropriate wage commensurate with their experience and qualifications.

ARTICLE 28.00 ARBITRATION PROCEDURES

- 28.01** The Company and Association agree that an Arbitration Board will be convened immediately to settle and determine those matters referred to it as matters not resolved by the parties in direct negotiation. The said Arbitration Board shall settle and determine the said matters referred to it during the operation of this Collective Agreement.
- 28.02** The Arbitration Board shall consist of a nominee of the Company and a nominee of the Association; such nominees shall elect within seven (7) days of the appointment of the second of them, a third person who shall be Chairman. In the event the two nominees fail to agree upon a Chairman, the appointment of a Chairman shall be made forthwith by the Chief Justice of the Federal Court of Canada, Trial Division, upon request of either nominee. The nominees of the Company and the Association must be conveyed in writing to the other party within seven (7) days of execution of this Agreement.
- 28.03** The Board by its decision may alter, amend, change or delete the matters referred to it for settlement and determination.
- 28.04** The Arbitration Board shall issue an award in writing and the decision is final and binding upon the Company and the Association and upon an employee affected by it. The decision of a majority is the award of the Board.
- 28.05** It is agreed that the following matters are to be the only matters referred to the Arbitration Board and that those items listed below under Section 28.07 shall be effective until altered, amended, changed or deleted by the decision of the Board and those items listed under Section 28.08 shall

not be effective unless the Board by its decision **incorporates** them into the Collective Agreement whether in their ~~present~~ form ~~or~~ in an altered, amended, ~~or~~ changed form.

- 28.06** Each party shall bear the expenses of its **respective** nominee to the **Board** and the ~~two~~ parties shall bear equally the expenses of the **Chairman**.
- 28.07** The parties are **directed** to those requests **etc.** which have not been resolved and which have been proposed to not have a **retroactive** application.
- 28.08** The parties are **directed** to list those requests **etc.** which have not been resolved and which have been proposed to have a retroactive application.

ARTICLE 29.00 CONVERTING MONTHLY SALARY TO HOURLY RATE

- 29.01** The hourly rate for Office **Employees** is **calculated** by dividing the monthly **salary** by **152** and rounding off to the nearest cent. The figure **152** represents the average hours of work per month and is calculated using a **7** hour day and a **35** hour week as follows:

365 days - 52 Sundays - 52 Saturdays = 261 days per year

$$\frac{261 \text{ days} \times 7 \text{ hours}}{12 \text{ months}} = 152 \text{ hours per month}$$

- 29.02** The hourly rate for Non-Office **Employees** is calculated by dividing the monthly salary by **174** and rounding off to the nearest cent. The figure **174** represents the average hours of work per month and is calculated using an **8** hour day and a **40** hour week as follows:

365 days - 52 Sundays - 52 Saturdays = 261 days per year

$$\frac{261 \text{ days} \times 8 \text{ hours}}{12 \text{ months}} = 174 \text{ hours per month}$$

ARTICLE 30.00 NORTHERN ALLOWANCE

- 30.01** The Company's assistance to Permanent employees to alleviate the higher Cost of Living in the Yukon will be:

Five hundred and twenty five dollars (\$525.00) per month plus five percent (5%) of basic monthly salary.

- 30.02** The Company's assistance to Permanent Part time employees to alleviate the higher Cost of Living in the Yukon will be:

Five hundred and twenty five dollars per month (\$525.00) x $\frac{\text{Regular hours to be worked Der month}}{\text{Total Regular Hours per month for the Job Classification}}$

plus five percent (5%) of basic monthly salary.

ARTICLE 31.00 LOCATION ALLOWANCE

- 31.01** Location Allowance specified in this article shall be paid to employees on a pay period basis, and payroll administered in like manner to the Northern Allowance Article 30.00.

(a) Permanent employees who are stationed in Haines Junction shall receive a Location Allowance of Six hundred dollars (\$600.00) per year over and above their standard Northern Allowance.

(b) Permanent employees who are stationed in Watson Lake, Beaver Creek, Dawson City, Destruction Bay, Mayo and Faro shall receive a Location Allowance of one thousand dollars (**\$1,000.00**) per annum over and above their standard Northern Allowance.

- 31.02** Permanent Part time employees shall receive a prorated Location Allowance on provisions in Clause's **31.01** (a) and (b) on the basis of total hours to be worked in the year divided by the total regular hours for the Job Classification.

- 31.03 Temporary employees who have been continuously employed on a 'special ' project for more than five (5) months, or scheduled to a term project of more than five (5) months shall be entitled to Fifty percent (50%) of the \$525.00 per month Northern Allowance and when applicable the Location Allowance for the total time worked effective January 01, 1993.

ARTICLE 32.00 VACATION TRAVEL EXPENSES

- 32.01 The Company supports the need for employees and their families to take annual vacations and in recognition of the northern travel costs has established the following provisions. In application of these provisions, conditions not specifically detailed herein shall be established by the Company's Health and Benefit policies. Examples of such applications are "dependent children status" and "spousal designation".

- 32.02 Only when claimed, the employee is entitled to reimbursement for travel expenses once per calendar year after completion of twelve months employment with the Company.

- 32.03 The Company shall reimburse the employee for the cost of return airfare to Edmonton for the employee and, if applicable, the employee's family over the age of two (2) years.

It is jointly agreed that the employee will make every possible effort to obtain the lowest available airfare.

The Company shall reimburse actual costs of return airfare, not to exceed the cost of airfare available by pre-booking at least seven (7) days in advance and staying over at least one (1) Saturday night.

- 32.04 If the employee does not elect to fly, the Company shall pay the employee:

SINGLE STATUS = Six hundred and twenty five dollars (\$625.00)

FAMILY STATUS = One thousand, two hundred and fifty dollars (1,250.00)

- 32.05 An employee's eligibility for an entitlement to travel expenses shall not be cumulative.

- 32.06 Where for any reason an employee's employment with the companies terminates prior to the completion of any full year, any amount of travel expenses advanced to such employee during such uncompleted year of employment shall be repayable to the Company by way of a deduction from the final pay cheque of such employee.

- 32.07 The employee will be responsible for retaining receipts for income tax purposes.

- 32.08 Permanent Part Time Employees

Reimbursement shall be prorated on the basis of the total regular hours to be worked in the year divided by the total regular hours for the Job Classification.

ARTICLE 33.00 EMPLOYEE RELATIONS COUNCIL

- 33.01 The parties agree to establish a standing Employee Relations Council.

- 33.02 The Council will consider matters relating to technological change, employee relations and contract issues and make recommendations to the parties as appropriate.

- 33.03 The Council will consist of an equal number of representatives from the Company and the Association.

- 33.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their best efforts to ensure that their representatives are also members of their respective bargaining committees.

- 33.05 The Company and the Association will each nominate one of their representatives to be a co-chairperson of the Council.

- 33.06 The Council will meet at the call of the co-chairperson and may establish its own procedures and practices.

33.07 The Company will recognize employee's involvement in the Employee Relations Council by acknowledging the employee's efforts in their performance evaluation.

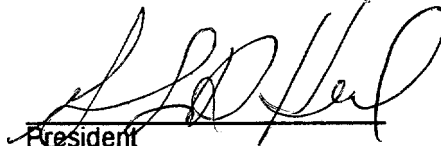
IN WITNESS WHEREOF the Company has hereunto affixed its corporate seal, duly authenticated by the signature of its proper officers thereunto authorized, and the Association has caused these presents to be executed, all as of the day and year first above written.

THE YUKON ELECTRICAL
COMPANY LIMITED

THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION



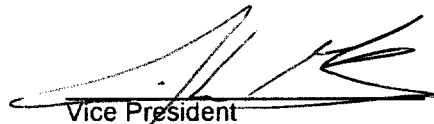
Vice President & General
Manager



President



Assistant Secretary



Vice President

DATE: *November 28, 1994*

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE SO
 General Office Jobs
 Minimum Monthly (Hourly) Wage Ranges

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
500000	Clerk I	\$1442-1962 (\$9.49-12.91)	\$130 (\$.86)
500100	Clerk II	1668-2212 (10.97-14.55)	136 (.89)
500200 500203	Clerk III Stenographer	2223-2637 (14.63-17.35)	138 (.91)
500300 500301	Clerk IV Senior Stenographer	2377-2929 (15.64-19.27)	138 (.91)
500400 500401	Clerk V Secretary	2652-3204 (17.45-21.08)	138 (.91)
500500	Clerk VI	2913-3489 (19.16-22.95)	144 (.95)
500600	Clerk VII	3096-3716 (20.37-24.45)	155 (1.02)

(1) Annual Increments

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 52
Draftsperson and Engineering Assistant Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
520000	Draftsperson - Entry Level	\$2411-2747	\$112
521000	Engineering Assistant - Entry Level	(\$13.86-15.79)	(\$.64)
520100	Draftsperson I	2561-3286	*145
521100	Engineering Assistant I	(14.72-18.89)	(.83)
520500	Draftsperson II	3429-4053	*156
521300	Engineering Assistant II	(19.71-23.29)	(.90)
520900	Draftsperson III	3884-4624	185
521500	Engineering Assistant III	(22.32-26.57)	(1.06)

(1) Annual Increments except those marked with an asterisk (*) which are semi-annual.

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 54
Apprenticeship Jobs
Minimum Monthly(Hourly) Wage Ranges

Job Group Code(s)	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 1995							
		543001	543002	543003	543004	543005	543006	543007	543008
		<u>1-1</u>	<u>1-2</u>	<u>2-1</u>	<u>2-2</u>	<u>3-1</u>	<u>3-2</u>	<u>4-1</u>	<u>4-2</u>
543001 - 543008	Power Lineman	2366	2570	2774	2978	3182	3386	3590	3794
		(13.60)	(14.77)	(15.94)	(17.11)	(18.29)	(19.46)	(20.63)	(21.80)

- (1) The Company Apprenticeship Guidelines set out all articles, conditions and administration necessary toward these apprenticeship arrangements.
- (2) Employees enrolled in recognized apprenticeship programs ~~must~~ successfully meet all apprenticeship requirements before being advanced.
- (3) When ~~the~~ Company enrolls an employee in a recognized apprenticeship program, the employee shall ~~be~~ reclassified to ~~the~~ applicable Journeyman job classification upon successful completion of the full program and receipt of the Journeyman ticket.

Note: Rates effective January 1, 1995 - ~~December~~ 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 55
Line and Service Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
556100	Power Lineman Journeyman I	3998 (22.98)	\$204 (1.17)
556200	Power Lineman Journeyman II	4202 (24.15)	249 (1.43)
556300	Power Lineman Journeyman III	4451 (25.58)	
<hr/>			
557100	Serviceman I	3998 (22.98)	204 (1.17)
557200	Serviceman II	4202 (24.15)	249 (1.43)
557300	Serviceman III	4451 (25.58)	
<hr/>			
558100	Lead Lineman	4124-4745 (23.70-27.27)	207 (1.19)
<hr/>			
559100	Senior Serviceman B	4124-4745 (23.70-27.27)	207 (1.19)

(1) Annual Increments

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 56
Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
566100	Maintenance Man I	\$1837-3007 (\$10.56-17.28)	*\$234 (\$1.34)
566300	Maintenance Man II	3014-3716 (17.32-21.36)	*234 (1.34)
566500	Maintenance Man III	3724-4192 (21.40-24.09) 4423 (25.42)	*234 (1.34)
566700	Lead Maintenance Man	4586 (26.36)	

- (1) Annual increments except those marked with an asterisk (*) which are semi-annual.
- (2) Maintenance Men in Job Group Codes **566100**, **566300**, **566500** and **566700** shall be bonused fifty dollars (\$50.00) per month for each additional valid Journeyman Ticket over and above that which is required for their job classification, to a maximum of two (2) tickets, for the following tickets:

Electrician
Instrumentation
Millwright
Heavy Duty Mechanic
Journeyman Welder
Pressure "B" Welder
Machinist

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 57
General Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$2098-2882 (\$12.06-16.56)	*\$112 (\$.64)
570300	Senior Warehouseman	2772-3220 (15.93-18.51)	'112 (.64)
570500	Stockkeeper	2870-3565 (16.49-20.49)	139 (.80)
572100	Meter Reader	2036-2995 (11.70-17.21)	1 37 (.79)
573000	Equipment Operator Entry Level	2176-3010 (12.51-17.30)	*139 (.80)
573100	Equipment Operator	3021-3648 (17.36-20.97)	*139 (.80)

- (1) Annual increments except those marked with an asterisk (*) which are semi-annual.
- (2) Job Group Codes **573100**, Equipment Operator, shall be paid a fifty dollars (\$50.00) monthly bonus for a Journeyman Heavy Duty Mechanic's certificate.

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 58
 Technical ~~Non-Office~~ Jobs
 Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan 1, 1995</u>	<u>Increment</u>
585100	Technologist Assistant	\$2347-3447 (\$13.49-19.81)	*\$220 (\$1.26)
585300	Technologist I	3229-4549 (18.56-26.14)	*220 (1.26)
585500	Technologist II	4269-4842 (24.53-27.83)	191 (1.10)
<hr/>			
586100	Diesel/Turbine Operator - Entry Level	1971-3117 (11.33-17.91)	'191 (1.10)
586300	Diesel/Turbine Operator I	2933-3697 (16.86-21.25) 3697-3888 (21.25-22.34)	*191 (1.10) 191 (1.10)
586700	Diesel/Turbine Operator II	3127-3700 (17.97-21.26) 3700-4273 (21.26-24.56)	"191 (1.10) 191 (1.10)

- (1) Annual increments except those marked with an asterisk (*) which are semi-annual.
- (2) Job title Technologists in Job Group codes 585100, 585300 and 585500 shall include all recognized technologies (e.g. Civil, Electrical, Engineering, Chemical, Communications)

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 58 (Continued)
 Technical Non-Office Jobs
 Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective an 1. 1995</u>	<u>Increment</u>
588100	System Operator - Entry Level	\$1971-3117 (11.33-17.91)	*\$191 (1.10)
588300	System Operator I	2933-3697 (16.86-21.25) 3697-3888 (21.25-22.34)	191 (1.10) 191 (1.10)
588700	System Operator II	3127-3700 (17.97-21.26) 3700-4273 (21.26-24.56)	191 (1.10) 191 (1.10)

(1) Annual increments except those marked with an asterisk (*) which are semi-annual.

NOTE: Employees in Job Codes **585300**, **585500**, **588300** and **586700** having additional job related qualifications over and above the ticket required for the job classification, shall be paid an additional fifty dollars (\$50.00) per month per ticket to a maximum of two (2) tickets for the following tickets:

- | | |
|---------------------|---------------------------|
| Power Lineman | Power Systems Electrician |
| Heavy Duty Mechanic | Electrician |
| Millwright | Welder |
| Automotive Mechanic | |

Company Sponsored ICS Course For Operator II

Note: Rates effective January 1, 1995 - December 31, 1996

THE YUKON ELECTRICAL COMPANY LIMITED

Notes Applying to: Wage Schedules #50, 52, 54, 55, 56, 57, 58 and Minimum Hourly Wage Ranges

1. Administration of Increments

a) **Progression through the range** will be annually (January) or semi-annually (January and July) to range ceiling as provided by the particular Schedule and subject to satisfactory performance.

b) Progression - Schedules #54, 55, 56 and 58.

Progression subject to acceptable performance standards being met and contingent on time, theory (as applicable), necessary tickets or certificates or technology graduation and/or Company examinations. Company examinations shall refer to existing written examinations.

c) New Employees - New employees entering the service of the Company will be appropriately placed at the discretion of the Company on the basis of market hiring rates. This provision is waived for apprenticeship employees.

A new employee on the first (1st) of the month following successful completion of the Probationary Period will be advanced one increment in the wage range as applicable. At the date of the first increment review (January 1st or alternatively July 1st) following the employee's appointment to Permanent Staff the increment adjustment as applicable shall be retroactive to the date of appointment to Permanent Staff by applying 1/12 or 1/6 of the increment per month subject to annual or semi-annual review respectively as indicated by the schedule. Increments for a new employee shall be subject to the requirements of a) and b) above.

2. When promotion occurs, the employee concerned shall be placed in that position within the new range which reflects an increase in wage which shall be no less than one increment in the range from which he was promoted. This will not apply in the case of progression jobs.

3. If an employee is accepted under a posting for a lower level job or is transferred at his own request, he will be paid at an appropriate level within the wage range for such job.

4. Salary Ranges for Progression Jobs, designated in APPENDIX B, shall be calculated by applying the percentage to the bottom of the salary range for the lowest job in the family and applying the percentage to the top of the salary range for the highest job in the family. These bottom and top calculated salary range figures will be adjusted in accordance with the accepted formula to ensure the increments equally fit the total range of all jobs.

THE YUKON ELECTRICAL COMPANY LIMITED
APPENDIX A

500000	Clerk I
500100	Clerk II
500200	Clerk III
512000	Stenographer
521000	Engineering Assistant Entry Level
521100	Engineering Assistant I
543001 - 543008	Power Lineman Apprentice
566100	Maintenance Man I
570000	Labourer/Groundman
570100	Warehouseman
572100	Meter Reader
573000	Equipment Operator Entry Level
585100	Technologist Assistant
585300	Technologist I
586100	Diesel/Turbine Operator Entry Level
586101	System Operator Entry Level
586300	Diesel/Turbine Operator I
586301	System Operator I

APPENDIX B

For information purposes only, the following consolidates the current progression provisions as contained in the Corporate Job Descriptions.

PROGRESSION FROM:

500000 Clerk I
520000 Draftsperson Entry Level
520100 Draftsperson I
521000 Engineering Assistant Entry Level
521100 Engineering Assistant I
543001 Power Lineman Apprentice I
543002 Power Lineman Apprentice II
543003 Power Lineman Apprentice III
543004 Power Lineman Apprentice IV
543005 Power Lineman Apprentice V
543006 Power Lineman Apprentice VI
543007 Power Lineman Apprentice VII
543008 Power Lineman Apprentice VIII
558100 Power Lineman Journeyman I
558200 Power Lineman Journeyman II
557100 Serviceman I
557200 Serviceman II
566100 Maintenance Man I
570100 Warehouseman
573000 Equipment Operator Entry Level
585100 Technologist Assistant
588100 Diesel/Turbine Operator Entry Level
586101 System Operator Entry Level
586301 System Operator I

PROGRESSION TO

500100 Clerk II
520100 Draftsperson I
520500 Draftsperson II
521100 Engineering Assistant I
521300 Engineering Assistant II
543002 Power Lineman Apprentice II
543003 Power Lineman Apprentice III
543004 Power Lineman Apprentice IV
543005 Power Lineman Apprentice V
543006 Power Lineman Apprentice VI
543007 Power Lineman Apprentice VII
543008 Power Lineman Apprentice VIII
558200 Power Lineman Journeyman II
558300 Power Lineman Journeyman III
557200 Serviceman II
557300 Serviceman III
566300 Maintenance Man II
570300 Senior Warehouseman
573100 Equipment Operator
583500 Technologist I
588300 Diesel/Turbine Operator I
586301 System Operator I
586701 System Operator II

(1) Progression shall not be considered automatic or natural. Progression shall be dependent on meeting the position criteria, satisfactory performance and complement control requirements.

**APPENDIX C
TWELVE (12) HOUR SHIFT SCHEDULE
FOR SYSTEM OPERATORS AT WHITEHORSE
RAPIDS GENERATING STATION**

Employees Covered

System Operator Entry Level, System Operator I, System Operator II.

Conditions

System Operators hours of work will be twelve (12) hours per shift up to a maximum of 600 hours in a 15 week rotating schedule.

CLARIFICATION AND APPLICATION OF AVERAGING SCHEDULE

ARTICLE 16.00 HOURS OF WORK AND OVERTIME

16.02 Non-Office Employees

- (c) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of twelve (12) hours per day or eight (8) hours per day averaging forty (40) hours per week as indicated on the schedules of shift work and for all authorized overtime worked on holidays as specified in Article 19.00 of this Agreement.
- (e) (i) Each time that a shift employee is rescheduled, at the companies request, to work a normal work period or shift, with less than twenty-four (24) hours between regular scheduled work periods or shifts, the employee shall be paid overtime for the first period or shift worked as a result of the rescheduling. This shall not apply to a change from an operation maintenance day to a regular day shift. A change of duties within the same shift or job classification does not constitute a change of schedule.
- (e) (ii) (a) If ten (10) days notice is not given by the Company then the first two (2) shifts on the new schedule shall be paid at the overtime rate. With ten (10) or more days' notice given, the shift schedule may be changed without incurring any overtime directly attributable to the rescheduling, within the averaging provisions of Appendix C, Special Note 5.
- (e) (ii) (b) If the new schedule with ten (10) days' notice not given, affects days off, as provided for under the former schedule, in the thirty-five (35) calendar day period following posting of the new schedule, then the first five (5) such previously scheduled days off the old schedule that are worked under the new schedule shall be paid at the overtime rate. A change from shift within the same calendar day as in days to nights/afternoons and visa versa shall not apply to this Clause.

16.04 Daylight Saving Time

The following will apply when changing from Pacific Standard Time to Pacific Daylight Time and vice versa:

- (i) twelve (12) hours straight time shall be paid to the employees who work the full night shift, which commences on Saturday, when the spring time change occurs.
- (ii) twelve (12) hours straight time plus one (1) hour double time shall be paid to the employees who work the night shift, which commences on Saturday when the fall time change occurs.

ARTICLE 18.00 SHIFT DIFFERENTIAL

- 18.03 (d) Notwithstanding Section 18.01 and 18.02 for those employees working a twelve (12) hour shift commencing between 1800 and 2000 hours, a shift differential of one dollar and thirty-four cents (\$1.34) per hour shall be paid for the evening shift only. Shift differing shall not be applicable to the day shift.

ARTICLE 20.00 ANNUAL VACATIONS

- 20.01 (a) All Permanent employees who have completed twelve (12) months of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of thirteen (13) regularly scheduled twelve (12) hour shifts, or a combination of twelve (12) hour shifts, or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed one hundred and sixty (160) hours.
- (i) In the particular case of a new employee who has completed six (6) months of continuous employment he may, with the permission of his supervisor, take the equivalent of eight (8) hours off with pay from his regular shifts during his second six (6) months of employment: providing, however, that the receipt of eighty (80) hours off with pay is recognized as an advance draw on his vacation entitlement described in Sub-Section 19.01 (a) previous.
- (b) All Permanent employees who have completed eight (8) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of sixteen (16) regularly schedule twelve (12) hour shifts, plus eight (8) hours regularly pay or twenty-five (25) regularly schedule eight (8) hour shifts and/or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed two hundred (200) hours.
- (c) All Permanent employees who have completed seventeen (17) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of twenty (20) regularly scheduled twelve (12) hour shifts or thirty (30) regularly scheduled eight (8) hour shifts or a combination of twelve (12) hour shifts not to exceed two hundred and forty (240) hours.
- (d) All Permanent employees who have completed twenty-five (25) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of twenty-three (23) regularly scheduled twelve (12) hour shifts, plus four (4) hours regular pay or thirty-five (35) regularly schedule eight (8) hour shifts and/or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed two hundred and eight (280) hours.
- 20.03 In the event that a recognized holiday falls within the annual vacation period of any employee, such period shall be increased by one (1) eight (8) hour shift for each of the holidays so affected.
- 20.05 For the Purpose of this Agreement, vacation will be computed in relation to regularly scheduled twelve (12) or eight (8) hour shifts.

ARTICLE 24.00 BEREAVEMENT

- 24.01 In the case of a death in the immediate family of Permanent, Permanent Part Time and a Probationary employee shall be given time off with pay to a maximum of three (3) twelve (12) hour shifts or five (5) eight (8) hour shifts. The term "immediate family" shall be interpreted to mean a mother, father, sister or brother, spouse son or daughter, mother-in-law, father-in-law, son-in-law or daughter-in-law, sister-in-law, brother-in-law, grandfather or grandmother (including spouses) or grandchild or any dependent relative living in the employee's household.

SPECIAL NOTES

1. In the case of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees shall revert to normal hours of work in a day - eight (8) hours - as covered by the Collective Agreement and compensation will be computed on a regular basis.
2. No overtime will be accrued as a result of the change to and from this Compressed Work Week Arrangement.
3. It is understood that the eight (8) hour regular shift referred to in the amendments to the Collective Agreement actually covers an elapsed time of eight and one-half (8 1/2) hours, of which one-half (1/2) hour shall be the lunch period.
4. Employees shall be allowed to arrange mutual coverage with other qualified operators provided prior approval of the Shift Supervisor is obtained.
5. If during the averaging period, a shift schedule change is made at the Company's request which results in any employee working more than an average of forty (40) hours per week, the employee is entitled to the extra hours at overtime rates. If due to the shift schedule change, the employee's

working hours **do** not average forty (40) hours over the averaging period the Company is entitled to recover this time in the fifteenth (15th) week of the **present shift** cycle or recover this time in the last week of the **present** shift cycle.

6. If an employee **owes** time to the Company from changes in Note 5, but is called out to work on his day off, the time worked is to be paid at overtime rates and not deducted from the **time owed**.
7. An employee, **as** a result of **working** under the twelve (12) hour rotating shift schedule, shall not receive premium rate under more than one **provision** of the Collective Agreement and/or the above amendments.
8. There will be an attempt to schedule a **forty-eight** (48) hour rest period between days and night shifts, and to not schedule more than five (5) **shifts** in a row.

APPENDIX D

LETTER OF UNDERSTANDING RE: CAREER POSTING

The parties have discussed the interpretation that is to have application in **respect** to Article 15.01 of the Collective Agreement and have now agreed on the interpretation of the Clause.

It is agreed by the parties that this Letter of Understanding shall be attached as an addendum to the Collective Agreement between the parties.

Article 15.01 makes provision that "first consideration" will be given on applications for a Career Posting to members of the bargaining unit. It is agreed that for the purposes of this Agreement that the bargaining unit referred to in Article 15.01 will be composed of the three (3) bargaining units (composite bargaining unit made up of Alberta Power Limited, Yukon Electrical Company Limited and Northland Utilities Limited. Those three (3) bargaining units will be treated as one (1) unit in **respect** to this Article. For all Job Postings, the Corporation will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job Requirements. If a suitable candidate cannot be hired, then the Corporation will have the right to hire externally.

It is agreed that the terms hereof are subject to the following conditions:

- (a) Northland Utilities, its Employees' Association, and Alberta Power Limited and its Employees' Association, must enter into Agreements that are in substance identical to the above;
- (b) No employee of Alberta Power limited or Northland Utilities will have a right to grievance under the Yukon Electrical Company Limited - The Yukon Electrical Employees' Association Collective Agreement;
- (c) The Corporation will not appoint a member of the Association to a bargaining unit position (not governed by the Collective Agreement). This means that the Corporation cannot appoint a member of the Association into a bargaining unit position in respect to Alberta Power Limited or Northland Utilities. This limitation, however, does not apply so as to restrict the Corporation from promoting a member of the Association into a management position.
- (d) In the event that the size of the bargaining units at Alberta Power Limited, Yukon Electrical Company Limited or Northlands Utilities Limited should increase by more than fifty (50%) percent, it is understood that this Appendix may be revised or terminated on thirty (30) days' notice in writing given by either party to the other.
- (e) This letter of understanding will be terminated 60 days after written notice given by any one of the following to all the others:
 - (1) Alberta Power Employees' Association
 - (2) Alberta Power Limited
 - (3) Northland Utilities (N.W.T.) Limited
 - (4) Northland Utilities Employees' Association
 - (5) The Yukon Electrical Employees' Association
 - (6) The Yukon Electrical Company Limited.

The terms of this Appendix will not continue in force and effect beyond the termination date of the Collective Agreement.

LETTER OF UNDERSTANDING

For the term of this Agreement Only January 1, 1995 to December 31, 1996

There is no current intent on the part of the Company to **cause** layoffs or terminations during the term of this agreement.

Where factors arise which impact on the ability of the **Company** to continue to fully employ the **current employees**, the Company commits prior to **any** reduction in **staff**, to work with the Association on a best efforts **basis** to seek **alternate** solution to **layoffs** or terminations.

In the event there is a failure to reach an **alternate** solution to the **layoffs** or **terminations** on a timely basis, the Company also agrees to work on a best efforts basis with the affected employee or group in discussion with the Association to minimize the **impact** of such layoffs or terminations utilizing among other methods the procedures contained in Article 27.00.