

**AGREEMENT**

**BETWEEN**

**THE YUKON ELECTRICAL COMPANY  
LIMITED  
An ATCO Company**

**and**

**YUKON ELECTRICAL EMPLOYEES'  
ASSOCIATION**

**January 1, 2004 to December 31, 2006**

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January 1, 2004 to December 31, 2006**

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**AGREEMENT**

**THIS AGREEMENT** made as of the first (1st) day of January A.D. 2004

**BETWEEN:**

**THE YUKON ELECTRICAL COMPANY LIMITED**, a 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 Territory and Northern British Columbia.

**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 the 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 the 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, its management, employees, and the 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.

**AND**

The Company and the Association recognize the vital importance of employee and Association involvement along with Management in all aspects of health, safety and environment programs affecting them. In particular this includes the participation on Health, Safety and Environment Committees and in accident and unsafe incident investigations.



## **ARTICLE 1.00 TERM OF AGREEMENT**

- 1.01 This Agreement remains in force from January 01, 2004 to December 31, 2006 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 by September 8, 2006.
- 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 15, 2006. The parties will then undertake negotiations for a new Agreement.
- 1.04 If either party has not resolved all issues through negotiations by September 30, 2006, a new Collective Agreement will be concluded and will become effective October 01, 2006. That Agreement will contain the following items:
- (a) the previous Collective Agreement with amendments to the extent agreed upon in negotiations;
  - (b) a 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 27.00 (Arbitration Procedures) of this Agreement.

That Agreement will then be settled by the arbitration board selected or appointed under Article 27.00 (Arbitration Procedures) 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 DEFINITIONS AND INTERPRETATIONS**

3.01 For purposes of this agreement:

- (a) "Association" means the Yukon Electrical Employees' Association;
- (b) "Association Officer" means any member of the Yukon Electrical Employees' Association Executive or person or party appointed by the Executive;
- (c) "Agreement" means this current Collective Agreement;
- (d) "Company" means The Yukon Electrical Company Limited;
- (e) "Day" unless modified means a calendar day;
- (f) "Dependent" means:
  - (i) an employee's unmarried dependent child (natural, step, legally adopted or foster) up to age 18; or age 25 if a full-time student; or
  - (ii) an employee's physically or mentally handicapped child of any age, if they are incapable of self-sustaining employment.

- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on the day designated as a paid holiday in Article 18.00 (Holidays) of this agreement;
- (h) "Job" means a unique position within the Company;
- (i) "Job Class" means all Jobs in the Company with the same basic title;
- (j) "Job Posting" means a document which invites applications for a vacant Job or a new Job;
- (k) "Working Day" means a day on which an employee is scheduled to work.

3.02 All employees covered by this Collective Agreement shall fall into the following categories: Permanent, Permanent Part-time, Probationary, Temporary, Seasonal.

3.03 "Permanent Employee" means 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.

3.04 "Permanent Part-time Employee" means 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.

- 3.05 "Probationary Employee" means 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 or Seasonal 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.
- 3.06 When a Temporary or Seasonal 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, and may be reduced up to six months, at the Company's discretion.
  - (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.
- 3.07 "Seasonal Employee" means an employee engaged in work of a seasonal nature and who will be laid off, subject to recall, on the completion of such work. This category of employee shall not be utilized so as to displace a Permanent Employee or position, or diminish the regular hours of work of a Permanent Employee. The above mentioned layoff and recall will be subject to the following:

- (a) Layoffs – A Seasonal Employee being laid off will be provided with two weeks' notice. Such layoff may occur at any point of the term contingent on work requirements and/or job performance. Prior to layoff, a performance evaluation will be conducted and a letter shall be provided to the affected employee.
- (b) Recall – Recall of any Seasonal Employee will be based on their previous performance evaluation. Recall will be offered only to employees who have letters from a previous layoff stating they may be recalled. One month's notice will be provided to the individual prior to recall.
- (c) Involvement of Association in layoff, recall and performance appraisals – copies of letters of recall and layoff will be provided to the Association. Performance evaluations will remain confidential unless the employee requests help from the Association.

If a seasonal position is required for a continuous period of twelve (12) months or more, the Company and Association will review the position in view of it becoming a Permanent Position. The review will start within thirty (30) Days following the end of the twelve (12) month period and will be completed as soon as possible but within ninety (90) Days, whether or not the person is still employed with the Company.

3.08 "Temporary Employee" means 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 hours in excess of forty percent (40%) of the normal hours per year in that position. 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 shall undertake 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.

- 3.09 "Casual Employee" means 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. It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement.
- 3.10 The Company undertakes to notify the Association in writing of the name 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 (Application) 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 Job Posting; or
- (b) his most immediate supervisor, who is not a member of the bargaining unit, in any other case.

7.04 The discussion referred to in clause 7.03 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 Job Posting, a grievance must be submitted within five (5) Working Days of the employee receiving written reasons for not being selected. This time period will be extended to ten (10) Working Days upon the request of the employee.
- (b) In the case of a dismissal, a grievance must be submitted within ten (10) Working Days of the dismissal.
- (c) In any other case, a grievance must be submitted within fifteen (15) Working 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 resolve 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

- (f) the signature of the employee(s) submitting the grievance.
- 7.11 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and his manager within five (5) Working Days of the employee being given written reason for 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 ten (10) Working Days;
- (b) In any other case, the grievance will be given to the employee's supervisor's manager within fifteen (15) Working 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 15.00 (Job Posting), the supervisor who made the decision shall attend.
- 7.13 Within six (6) Working 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 (the "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 for 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
- (f) 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) Working 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 Job Posting, the selecting 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) Working 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) Working Days of the grievance being filed.

7.21 Within ten (10) Working 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 Grievance 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) Working Days of the Grievance Committee's report.
- 7.26 Within six (6) Working 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) Working Days of a 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) Working Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.

- 7.30 Within seven (7) Working Days of the appointment of the second nominee, the two nominees will select a chairperson for 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) Working Days of the chairperson's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 7.32 The arbitration board will make every reasonable effort to render its decision, in writing, within thirty (30) Days of its hearing.
- 7.33 The decision of a majority of the arbitration board is the decision of the arbitration board. It is final and binding on the parties.
- 7.34 The arbitration 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 arbitration board's jurisdiction is limited to the remedy requested by the grieving party.
- 7.36 In grievances concerning discharge or suspension, the arbitration 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 arbitration 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) Working 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 article, or articles, of the Agreement claimed to have been violated or infringed upon; and
  - (f) 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 51, 52, 53, 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 Agreement or addendum as officially agreed to and signed by both parties shall be attached to and form part of this 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:**

General Manager  
The Yukon Electrical Company Limited  
100 – 1100 1<sup>st</sup> Avenue  
Whitehorse, Yukon Y1A 3T4

### **Association:**

President  
The Yukon Electrical Employees' Association  
P.O. Box 31068  
Whitehorse, Yukon Y1A 5P7

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) For the purpose of this article "evaluation plan" means a formal system adopted for determining the relative value of a Job, and setting out specific criteria for making that determination. If no formal evaluation plan exists the Job will be evaluated using relative standards and assessment processes. Use of the terminology "evaluations, re-evaluations and job assessment processes" applies to all job classifications contained in the wage schedules.

(b) When new job classifications are established, the Company shall set the wage rate and shall notify the Association 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 made to existing job classifications to the extent that the Company or the Association or an employee requires 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 receiving the written request. The Company

shall complete the re-evaluation request as soon as possible, but no later than ninety (90) Days after receiving 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 (a) Job descriptions will be established for each employee in consultation with the incumbent and then issued to the incumbent and the Association.
- (b) When a job description is changed, the Company will, within fourteen (14) Days of the change, give a copy of the revised job description to the Association and the incumbent.

- (c) During the annual performance review meeting, the job description will be reviewed by the supervisor and the employee. If there have been significant changes to the Job, the supervisor will notify the Human Resources Department within ninety (90) Days. The Human Resources Department will confirm those changes to the job description by notice to the employee, in writing, within forty-five (45) Days of receiving notice from the supervisor.

**ARTICLE 14.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM**

- 14.01 (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job, which has a higher maximum rate of pay than the employee's current Job.
- (b) Any such assignment shall be in writing.
- 14.02 (a) When an employee is temporarily assigned to a Job, which is covered by this Agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
  - (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
  - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
  - (iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.

- (iv) If the employee's normal Job is paid at a flat rate and therefore does not have an increment; the rate paid shall be equal to the employee's normal pay plus one increment as identified for the temporarily assigned Job, or the maximum rate of the temporarily assigned Job, whichever is lesser. For clarity, if there is no increment for the temporarily assigned Job, the employee shall be paid the flat rate as identified for the temporarily assigned Job.
  
  - (b) While acting in a Job which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment, which relates to the employee's hourly rate of pay.
- 14.03
- (a) An employee who is temporarily assigned to a Job which is outside the scope of this Agreement, will be paid, from the first Day, at a rate of five percent (5%) higher than the employee's normal pay.
  
  - (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement setting out any additional increment (not to exceed five percent (5%)) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
  
  - (c) While acting in a Job to which this clause applies the salary of the employee's normal Job will be used as the basis for overtime and any other payment, which relates to the employee's hourly rate of pay.
- 14.04
- An employee on temporary assignment will be paid at the Job rate of the higher classification for any annual vacation and the first fourteen (14) Days of sick leave if:
- (a) the employee has been in the temporary assignment for at least thirty (30) Days before the vacation or sick leave, and

(b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.

14.05 An employee who remains in a temporary assignment for more than one year will receive the increments which would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.

14.06 Employees who are serving in temporary assignments are entitled to receive the increments they would have received in their regular Jobs.

#### **ARTICLE 15.00 JOB POSTING, JOB NOTICE AND JOB PROGRESSION**

15.01 (a) When a permanent position, within the scope of the Agreement, becomes vacant or a new position is created, a Job Posting or Job Notice outlining details of the vacancy will be posted on Company bulletin boards for ten (10) Working Days except as stated in clauses 15.06, 15.07, and 15.10.

(b) All Job Postings and notices shall contain hiring criteria including educational and/or experience and related skill areas.

(c) A copy of each Job Posting and notice will be directed to the Association.

(d) Job 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 Job Posting.

- (e) Job Postings shall be for those positions not specifically listed in Appendix A, or otherwise specifically excluded within this article.
- (f) All employees have the privilege of applying to posted positions. While first consideration will be given to 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 C (Letter of Understanding: Job Postings).
- (g) Applicants will receive a personal written reply to their application.
- (h) No more than two (2) Job 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 Job 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 (2) 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 Job 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 will 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 Association while on leave.
- 15.08 In the case of clauses 15.06 and 15.07, the Company will inform the Association in advance of the application of these clauses.
- 15.09 When an employee wishes to appeal a decision under this article, such appeals will be governed by the terms and procedures contained within Article 7.00 (Grievance Procedure).
- 15.10 An employee, with prior mutual consent, may for compassionate reasons be assigned, without a posting, a different position within the bargaining unit. Such consent will not be unreasonably withheld.
- 15.11 Progression as set out in Appendix B of this Agreement does not constitute a new or vacant Job or position.



## **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 serve only as a basis for the calculation of overtime.

### **16.01 Normal Hours of Work**

- (a) 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.
- (b) By mutual consent of the affected employees and management, the normal hours of work may be extended during the period of Monday to Saturday. Such a change in the normal hours will subsequently be reviewed by the Employee Relations Council. This review will take place within a time frame agreed to prior to the start of the change.
- (c) 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 Working 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 Working Day would not apply.
- (d) 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 clause 16.01 (a).

- (e) 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 Working Day [ten (10) hours in the application of clause 16.01 (c) 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 18.00 (Holidays) of this Agreement.
- (f) Time required for travel outside regular working hours between headquarters and the temporary Job headquarters shall be paid for at applicable overtime rates.
- (g) 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.
- (h) An employee who, as a result of a call-out, works at any time between midnight and the time three (3) hours before the start of his or her next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (i) If an employee's eight (8) hours of rest under paragraph (g) or (h) extends into the last two (2) hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (j) Notwithstanding paragraphs (g), (h) and (i), in emergency situations the employee may be called back to work with additional straight time pay.
- (k) 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.).

- (l) Except in the case of an emergency, the Company will endeavor 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.
- (m) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.

#### 16.02 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 clause 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.
- (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 Working Day he wishes to take off. The request should be made only when no overtime will result and scheduled vacations will not be affected for themselves 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.

### 16.03 Time Off Without Pay

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

### 16.04 Rest Breaks

The Company and Association acknowledge the benefits of rest breaks approximately midway through each half Working Day and will, whenever reasonable, provide such a break.

## **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 HOLIDAYS**

18.01 All employees covered by this Agreement, except as provided by clause 18.03, shall receive a regular Working 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 for the
Canada Day	celebration of the Yukon
Labour Day	Sourdough Rendezvous
Thanksgiving Day	Remembrance Day

18.02 If the Canadian or Yukon governments declare or proclaim an additional statutory holiday, it shall replace the Day designated for the celebration of the Yukon Sourdough Rendezvous. Should a new, non-statutory holiday be established, the parties will meet to decide on a course of action to amend clause 18.01.

18.03 To be eligible for and paid for any of the Holidays listed above, an employee must have completed thirty (30) Days 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 the 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.

18.04 In the event of work being scheduled on a Holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the Holiday.

18.05 If one of the recognized Holidays for employees falls on a Saturday, either the previous Friday or the following Monday shall be observed as the Holiday as determined by the

Company. If one of the recognized Holidays for employees falls on Sunday, the following Monday shall be observed as the Holiday. Employees shall receive Holiday pay only once for a given Holiday.

#### **ARTICLE 19.00 ANNUAL VACATIONS**

- 19.01 (a) All Permanent Employees who have completed twelve (12) months of continuous employment shall be entitled to four (4) weeks of 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 clause 19.01(a).
- (b) All Permanent Employees who have completed eight (8) years of continuous employment shall be entitled to five (5) weeks of annual vacation with regular pay.
- (c) All Permanent Employees who have completed sixteen (16) years of continuous employment shall be entitled to six (6) weeks of 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 clause 19.02, employees may be permitted to take their earned vacation one (1) Working Day at a time up to a maximum of five (5) Working 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.

- 19.02 (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.
- (b) In the year in which an employee qualifies for increased vacation entitlement under clause 19.01 the increased entitlement may be taken only after the employee's anniversary date of vacation entitlement.
- 19.03 In the event that a recognized Holiday falls within the annual vacation period of an employee, such period shall be increased by one (1) Working Day for each of the Holidays so affected.
- 19.04 Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 19.05 For purposes of this Agreement, one (1) week of vacation shall be deemed to be five (5) Working Days.
- 19.06 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.
- 19.07 Permanent and Permanent Part-time Employees that are stationed in the districts more than two hundred and fifty (250) kilometers outside of Whitehorse and who proceed on annual vacation shall be allowed two (2) Working Days of paid travel time annually for allowable trips reimbursable pursuant to Article 31.00 (Vacation Travel Expenses).

## **ARTICLE 20.00 BOARD AND LODGING**

- 20.01 The Company will, on production of receipts, pay for room or alternatively provide accommodation for employees when working away from home.
- 20.02 On the production of receipts or on a per meal or per diem rate, 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 Working Day, he will, on the production of a receipt, be reimbursed for lunch or a per diem of seven dollars (\$7.00).
- 20.03 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.
- 20.04 An employee who is required to work away from home shall be paid incidental expenses of six dollars and fifty cents (\$6.50) per night for all nights away from home.

## **ARTICLE 21.00 STANDBY**

- 21.01 (a) Employees who are requested to standby on a regularly scheduled Working Day shall receive \$24.07 for such standby duties, and, for each scheduled Day of rest and recognized Holiday shall receive \$62.84. In addition the employee shall be paid the applicable rate for work performed, subject to Article 17.00 (Call-Out).
- (b) Effective January 1, 2005 employees requested to standby shall be paid as follows:
- (i) One (1) hour of regular pay where the standby period begins on a regularly scheduled Work Day.



- (ii) Two (2) hours of regular pay where the standby period begins on a scheduled Day of rest or recognized Holiday.

In addition the employee shall be paid the applicable rate for work performed as outlined in Article 17.00 (Call-Out).

- 21.02 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.
- 21.03 Standby on a regular Working 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.
- 21.04 An employee who is scheduled by the Company to standby for more than 126 Days in a calendar year shall be paid 1.5 times the applicable rate set out in clause 21.01 for every Day he is scheduled to standby after the 126<sup>th</sup> Day.

## **ARTICLE 22.00 BEREAVEMENT**

- 22.01 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, and step-relatives at the same levels or any dependent relative living in the employee's household.

## **ARTICLE 23.00 TERMINATION OF SERVICE**

- 23.01 In the event of a Permanent Employee giving notice of termination to the Company, such termination shall require notice of ten (10) Working Days.
- 23.02 In the event of the Company giving notice of termination to a Permanent Employee, such termination shall require notice of thirty (30) Days.
- 23.03 An employee may be discharged for just cause without notice or pay in lieu therefore, subject to Article 7.00 (Grievance Procedure).
- 23.04 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 24.00 MATERNITY AND PARENTAL LEAVE**

- 24.01 An employee who has completed twelve (12) months of continuous employment with the Company is entitled to maternity and parental leave in accordance with the provisions of the Yukon Employment Standards Act.

## **ARTICLE 25.00 CALCULATION OF PREMIUM RATES**

- 25.01 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 26.00 REDUCTION OF STAFF

- 26.01 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 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.
- 26.02 (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 re-hire 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) Days of the

date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) 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 benefits under the Agreement 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 27.00 ARBITRATION PROCEDURES**

- 27.01 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 Agreement.
- 27.02 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 Minister of Labour for the Government of Canada 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.
- 27.03 The arbitration board by its decision may alter, amend, change or delete the matters referred to it for settlement and determination.

- 27.04 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 arbitration board.
- 27.05 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 clause 27.07 shall be effective until altered, amended, changed or deleted by the decision of the arbitration board and those items listed under clause 27.08 shall not be effective unless the arbitration board by its decision incorporates them into the Agreement whether in their present form or in an altered, amended, or changed form.
- 27.06 Each party shall bear the expenses of its respective nominee to the arbitration board and the parties shall bear equally the expenses of the Chairman.
- 27.07 The parties are directed to list those requests etc. which have not been resolved and which have been proposed to not have a retroactive application.
- 27.08 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 28.00 CONVERTING MONTHLY SALARY TO HOURLYRATE**

- 28.01 The hourly rate for 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 Working Day and a 40 hour week as follows:

365 Days - 52 Sundays - 52 Saturdays = 261 Working Days per year

261 Working Days x 8 hours = 174 hours per month  
12 months

## **ARTICLE 29.00 NORTHERN ALLOWANCE**

29.01 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.

29.02 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  
Regular hours to be worked per month  
Total Regular Hours per month for the Job classification

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

29.03 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 for the total time worked.

29.04 Seasonal Employees, upon commencing employment, shall receive fifty (50) per cent of the \$525.00 per month northern allowance plus two and one half percent (2.5%) of basic monthly salary for the total time worked.

## **ARTICLE 30.00 LOCATION ALLOWANCE**

30.01 Location allowance specified in this article shall be paid to employees on a pay period basis, and payroll administered in like manner to the Article 29.00 (Northern Allowance).

(a) Permanent Employees who are stationed in the following areas shall receive a location allowance as specified herein per year over and above their standard northern allowance.

(i) Haines Junction - \$900.00

(ii) Watson Lake, Beaver Creek - \$1,700.00

- 30.02 Permanent Part-time Employees who are stationed in the locations noted in clause 30.01 (a) shall receive a prorated location allowance on the basis of total hours to be worked in the year divided by the total regular hours for the Job classification.
- 30.03 Temporary Employees who are stationed in the locations noted in clause 30.01 (a) and 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 designated location allowance for the total time worked.
- 30.04 Seasonal Employees who are stationed in the locations noted in clause 30.01 (a), upon commencing employment, shall receive fifty percent (50%) of the designated location allowance for the total time worked.

#### **ARTICLE 31.00 VACATION TRAVEL EXPENSES**

- 31.01 The Company supports the need for Permanent and Permanent Part-time Employees, their spouses and Dependents to take annual vacations and in recognition of the northern travel costs has established the following provisions.
- 31.02 Only when claimed, the Permanent or Permanent Part-time Employee is entitled to reimbursement for travel expenses once per calendar year after completion of twelve (12) months employment with the Company.
- 31.03 The Company shall reimburse a Permanent Employee, and if applicable, the employee's spouse, and dependent children over the age of two years, a maximum of eight hundred dollars (\$800) each toward the purchase of a return airfare to any destination. The eight hundred dollars (\$800) represents an approximation of the current seven (7) Day advance return economy airfare to Edmonton from Whitehorse.

31.04 If a Permanent Employee does not elect to fly, the Company shall pay the employee:

SINGLE STATUS = Eight hundred dollars (\$800)

FAMILY STATUS = One thousand, six hundred dollars (\$1,600)

31.05 A Permanent or Permanent Part-time Employee's eligibility for an entitlement to travel expenses shall not be cumulative.

31.06 Where for any reason a Permanent or Permanent Part-time Employee's employment with the Company terminates prior to their anniversary date, a prorated 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.

31.07 The Permanent or Permanent Part-time Employee will be responsible for retaining receipts for income tax purposes.

31.08 Clauses 31.03 and 31.04 shall apply to Permanent Part-time Employees, their spouses, and Dependents on a prorated basis of the total regular hours to be worked in the year divided by the total regular hours for the Job classification.

#### **ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL**

32.01 The parties agree to establish a standing Employee Relations Council (the "Council").

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

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

32.04 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.

- 32.05 The Company and the Association will each nominate one of their representatives to be a co-chairperson of the Council.
- 32.06 The Council will meet at the call of the co-chairperson and may establish its own procedures and practices.
- 32.07 The Company will recognize employee's involvement in the Council by acknowledging the employee's efforts in their performance evaluation.

#### **ARTICLE 33.00 JOB-SHARING**

- 33.01 Two Permanent Employees may apply to the Company for permission to jointly fill one permanent Job.
- 33.02 The Company is not obliged to agree to such a request.
- 33.03 If the Company agrees to such a request, the two employees, their manager and the Company shall sign a Job-sharing agreement.
- 33.04 The Job-sharing agreement shall set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving certain amount of notice.
- 33.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the company withdraws its consent.
- 33.06 Nothing in a Job-sharing agreement may contradict this Agreement.
- 33.07 If either of the employees involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.

- 33.08 The status of a full time Permanent Employee once entering into a Job-sharing agreement, will change to that of a Permanent Part-time Employee.
- 33.09 The company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.

#### **ARTICLE 34.00 JOB-SPLITTING**

- 34.01 This article applies only when:
- (a) A vacancy occurs in a Customer Service Advisor position fulfilling receptionist duties; and
  - (b) The Company believes the Job must be staffed for more than eight hours a Working Day.
- 34.02 The Company may choose to fill a Customer Service Advisor position fulfilling receptionist duties with two Permanent Part-time Employees.
- 34.03 Once the Company has decided to use this article to fill a Job, it may end the arrangement only if it provides the employees filling the Job with other Jobs which:
- (a) provide at least the same number of hours of work per week;
  - (b) provide at least the same hourly rate of pay; and
  - (c) are in the same location.
- 34.04 If the Company terminates a Job-Splitting arrangement:
- (a) the Job involved will revert to the same hours of work that were in effect prior to the Job being split; and
  - (b) the Job will be offered to one of the persons occupying the Job.

If both employees wish to assume the Job on a full-time basis, the Company will, in deciding upon the successful candidate, consider the following factors (not in order of priority): related ability, education and job-related experience and performance.

34.05 This article will not be used to reduce the number of hours of existing Permanent Employees without their consent.

#### **ARTICLE 35.00 CONTRACT LABOUR**

35.01 The Company agrees to advise the Association at the beginning of each year of the proposed capital and operational and maintenance plans and to review the status of these plans with the Association at the end of each year.

#### **ARTICLE 36.00 WAIVER OF SPECIFIC CLAUSES**

36.01 The Company, or the Association, may, from time to time, ask each other to waive one or more provisions of the Collective Agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.

36.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.

36.03 Any waiver by the Association or Company pursuant to this article applies only to the specific request made by the Company or Association. Should a further waiver of the same clause be desired on a subsequent occasion, the procedure outlined in clauses 36.01 and 36.02 shall apply.

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**

\_\_\_\_\_

President

\_\_\_\_\_

President

\_\_\_\_\_

General Manager

\_\_\_\_\_

Vice-President

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 51**  
**General Office and Administration Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
510200	Customer Service Advisor – Entry Level	\$3058-3628 \$17.57-20.85	\$190.00 (\$1.09)	\$3150-3738 (\$18.10-21.48)	\$196 (\$1.13)	\$3238-3841 (\$18.61-22.07)	\$201 (\$1.16)
511200	Financial Assistant – Entry Level	\$3058-3628 \$17.57-20.85	\$190.00 (\$1.09)	\$3150-3738 (\$18.10-21.48)	\$196 (\$1.13)	\$3238-3841 (\$18.61-22.07)	\$201 (\$1.16)
510300	Customer Service Advisor – Qualified	\$3270-4030 \$18.79-23.16	\$190 (\$1.09)	\$3368-4152 (\$19.36-23.86)	\$196 (\$1.13)	\$3462-4266 (19.90-24.52)	\$201 (\$1.16)
511300	Financial Assistant – Qualified	\$3270-4030 \$18.79-23.16	\$190 (\$1.09)	\$3368-4152 (\$19.36-23.86)	\$196 (\$1.13)	\$3462-4266 (19.90-24.52)	\$201 (\$1.16)
510400	Customer Service Advisor – Senior Qualified	\$3648-4408 (\$20.97-25.33)	\$190 (\$1.09)	\$3757-4541 (\$21.59-26.10)	\$196 (\$1.13)	\$3861-4665 (\$22.19-26.81)	\$201 (\$1.16)
511400	Financial Assistant – Senior Qualified	\$3648-4408 (\$20.97-25.33)	\$190 (\$1.09)	\$3757-4541 (\$21.59-26.10)	\$196 (\$1.13)	\$3861-4665 (\$22.19-26.81)	\$201 (\$1.16)

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 52**  
**Draftsperson and Engineering Assistant Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
520000	Draftsperson – Entry Level	\$3004-3424 (\$17.26-19.68)	*\$140 (\$0.80)	\$3,095-3527 (\$17.79-20.27)	*\$144 (\$0.83)	\$3180-3624 (\$18.28-20.83)	*\$148 (\$0.85)
521000	Engineering Assistant - Entry Level	\$3004-3424 (\$17.26-19.68)	*\$140 (\$0.80)	\$3,095-3527 (\$17.79-20.27)	*\$144 (\$0.83)	\$3180-3624 (\$18.28-20.83)	*\$148 (\$0.85)
520100	Draftsperson I	\$3187-4097 (\$18.32-23.55)	*\$182 (\$1.05)	\$3284-4219 (\$18.87-24.25)	*\$187 (\$1.07)	\$3375-4335 (\$19.40-24.91)	*\$192 (\$1.10)
521100	Engineering Assistant I	\$3187-4097 (\$18.32-23.55)	*\$182 (\$1.05)	\$3284-4219 (\$18.87-24.25)	*\$187 (\$1.07)	\$3375-4335 (\$19.40-24.91)	*\$192 (\$1.10)
520500	Draftsperson II	\$4275-5047 (\$24.57-29.01)	*\$193 (\$1.11)	\$4403-5199 (\$25.30-29.88)	*\$199 (\$1.14)	\$4525-5341 (\$26.01-30.70)	*\$204 (\$1.17)
521300	Engineering Assistant II	\$4275-5047 (\$24.57-29.01)	*\$193 (\$1.11)	\$4403-5199 (\$25.30-29.88)	*\$199 (\$1.14)	\$4525-5341 (\$26.01-30.70)	*\$204 (\$1.17)
520900	Draftsperson III	\$4840-5764 (\$27.82-33.13)	\$231 (\$1.33)	\$4985-5937 (\$28.65-34.12)	\$238 (\$1.37)	\$5121-6101 (\$29.43-35.06)	\$245 (\$1.41)
521500	Engineering Assistant III	\$4840-5764 (\$27.82-33.13)	\$231 (\$1.33)	\$4985-5937 (\$28.65-34.12)	\$238 (\$1.37)	\$5121-6101 (\$29.43-35.06)	\$245 (\$1.41)

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

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 53**  
**Operations and Maintenance Support Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
530300	Customer Service Representative	\$3709-4639 (\$21.32-26.66)	*\$186 (\$1.07)	\$3819-4779 (\$21.95-27.47)	*\$192 (\$1.10)	\$3925-4910 (\$22.56-28.22)	*\$197 (\$1.13)
530400	Capital and Construction Assistant	\$3270-4030 (\$18.79-23.16)	\$190 (1.09)	\$3368-4152 (\$19.36-23.86)	\$196 (\$1.13)	\$3462-4266 (\$19.90-24.52)	\$201 (\$1.16)
530500	Operations Support	\$3270-4030 (\$18.79-23.16)	\$190 (\$1.09)	\$3368-4152 (\$19.36-23.86)	\$196 (\$1.13)	\$3462-4266 (\$19.90-24.52)	\$201 (\$1.16)

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

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 54**  
**Apprenticeship Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code(s)</b>	<b>Apprentice Journeyman Ticket Title</b>	<b>Training Term/Wage Range Effective January 1, 2004</b>							
		<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	\$3100 (\$17.82)	\$3359 (\$19.30)	\$3617 (\$20.79)	\$3875 (\$22.27)	\$4133 (\$23.75)	\$4391 (\$25.24)	\$4650 (\$26.72)	\$4909 (\$28.21)

		<b>Training Term/Wage Range Effective January 1, 2005</b>							
		<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	\$3193 (\$18.35)	\$3460 (\$19.89)	\$3726 (\$21.41)	\$3991 (\$22.94)	\$4257 (\$24.47)	\$4523 (\$25.99)	\$4790 (\$27.53)	\$5056 (\$29.06)

		<b>Training Term/Wage Range Effective January 1, 2006</b>							
		<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	\$3281 (\$18.86)	\$3555 (\$20.43)	\$3828 (\$22.00)	\$4101 (\$23.57)	\$4374 (\$25.14)	\$4647 (\$26.71)	\$4922 (\$28.29)	\$5195 (\$29.86)

- 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.



**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 55**  
**Line and Service Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
556100	Serviceman/Lineman Journeyman	\$5167-5431 (\$29.70- 31.21)	*\$264 (\$1.52)	\$5322-5594 (\$30.59- 32.15)	*\$272 (\$1.56)	\$5469-5748 (\$31.43- 33.03)	*\$279 (\$1.60)
556300	Serviceman/Lineman Journeyman (Maximum Range)	\$5431-5752 (\$31.21- 33.06)	*\$321 (\$1.84)	\$5594-5925 (\$32.15- 34.05)	*\$331 (\$1.90)	\$5748-6088 (\$33.03- 34.99)	*\$340 (\$1.95)
558100	Senior Serviceman/ Lead Lineman	\$5334-6135 (\$30.66- 35.26)	\$267 (\$1.53)	\$5494-6319 (\$31.57- 36.32)	\$275 (\$1.58)	\$5645-6494 (32.44-37.32)	\$283 (\$1.63)

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

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 56**  
**Plant Maintenance Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
566100	Maintenance Man I	\$2290-3745 (\$13.16-21.52)	*\$291 (\$1.67)	\$2358-3858 (\$13.55-22.17)	*\$300 (\$1.72)	\$2424-3964 (\$13.93-22.78)	*\$308 (\$1.77)
566300	Maintenance Man II	\$3756-4629 (\$21.59-26.60)	*\$291 (\$1.67)	\$3869-4769 (\$22.24-27.41)	*\$300 (\$1.72)	\$3976-4900 (\$22.85-28.16)	*\$308 (\$1.77)
566500	Maintenance Man III	\$4639-5221 (\$26.66-30.01)	*\$291 (\$1.67)	\$4778-5378 (\$27.46-30.91)	*\$300 (\$1.72)	\$4910-5526 (\$28.22-31.76)	*\$308 (\$1.77)
566501	Maintenance Man III (Flat Rate)	\$5507 (\$31.65)		\$5672 (\$32.60)		\$5828 (\$33.49)	
566700	Lead Maintenance Man	\$5712 (\$32.83)		\$5883 (\$33.81)		\$6045 (\$34.74)	

- 
- 1) Annual increments except those marked with an asterisk (\*) which are semi-annual.
  - 2) Employees in the following Jobs must have completed 12 months at the top of the increment range before being changed to maximum or flat rate:
    - (a) Maintenance Man III (Job Class Number 566500)

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 57**  
**General Operations Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
570000	Labourer/Groundmar	Shall be paid the going hourly rate		Shall be paid the going hourly rate		Shall be paid the going hourly rate	
570100	Warehouseman	\$2615-3595 (\$15.03-20.66)	*\$140 (\$\$.80)	\$2694-3702 (\$15.48-21.28)	*\$144 (\$\$.83)	\$2768-3804 (\$15.91-21.86)	*\$148 (\$\$.85)
570300	Senior Warehouseman	\$3453-4013 (\$19.84-23.06)	*\$140 (\$\$.80)	\$3557-4133 (\$20.44-23.75)	*\$144 (\$\$.83)	\$3655-4247 (\$21.01-24.41)	*\$148 (\$\$.85)
570500	Stockkeeper	\$3575-4445 (\$20.55-25.55)	\$174 (\$1.00)	\$3683-4578 (\$21.17-26.31)	\$179 (\$1.03)	\$3784-4704 (\$21.75-27.03)	\$184 (\$1.06)
572100	Meter Reader	\$2535-3739 (\$14.57-21.49)	*\$172 (\$\$.99)	\$2612-3851 (\$15.01-22.13)	*\$177 (\$1.02)	\$2684-3958 (\$15.43-22.75)	*\$182 (\$1.05)
573000	Equipment Operator Entry Level	\$2709-3753 (\$15.57-21.57)	*\$174 (\$1.00)	\$2791-3865 (\$16.04-22.21)	*\$179 (\$1.03)	\$2868-3972 (\$16.48-22.83)	*\$184 (\$1.06)
573100	Equipment Operator	\$3760-4545 (\$21.61-26.12)	*\$174 (\$1.00)	\$3874-4681 (\$22.26-26.90)	*\$179 (\$1.03)	\$3981-4811 (\$22.88-27.65)	*\$184 (\$1.06)

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

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 58 - Technical Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Class Number</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 2004</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2005</b>	<b>Increment</b>	<b>Wage Range Effective Jan. 1, 2006</b>	<b>Increment</b>
585100	Technologist Assistan	\$3031-4461 (\$17.42-25.64)	*\$286 (\$1.64)	\$3121-4596 (\$17.94-26.41)	*\$295 (\$1.70)	\$3207-4722 (\$18.43-27.14)	*\$303 (\$1.74)
585300	Technologist I	\$4172-5888 (\$23.98-33.84)	*\$286 (\$1.64)	\$4296-6066 (\$24.69-34.86)	*\$295 (\$1.70)	\$4415-6233 (\$25.37-35.82)	*\$303 (\$1.74)
585500	Technologist II	\$5519-6260 (\$31.72-35.98)	\$247 (\$1.42)	\$5686-6448 (\$32.68-37.06)	\$254 (\$1.46)	\$5842-6625 (\$33.57-38.07)	\$261 (\$1.50)
585800	Technologist Team Leader	\$5629-6385 (\$32.35-36.70)	\$252 (\$1.45)	\$5798-6578 (\$33.32-37.80)	\$260 (\$1.49)	\$5958-6759 (\$34.24-38.84)	\$267 (\$1.53)
586100	Diesel/Turbine Operator – Entry Leve	\$2460-3882 (\$14.14-22.31)	*\$237 (\$1.36)	\$2534-3998 (\$14.56-22.98)	*\$244 (\$1.40)	\$2603-4109 (\$14.96-23.61)	*\$251 (\$1.44)
586300	Diesel/Turbine Operator I	\$3658-4606 (\$21.02-26.47)	*\$237 (\$1.36)	\$3768-4744 (\$21.66-27.26)	*\$244 (\$1.40)	\$3871-4875 (\$22.25-28.02)	*\$251 (\$1.44)
586301	Diesel/Turbine Operator I (Maximum Range)	\$4606-4843 (\$26.47-27.83)	\$237 (\$1.36)	\$4744-4988 (\$27.26-28.67)	\$244 (\$1.40)	\$4874-5125 (\$28.01-29.45)	\$251 (\$1.44)
586700	Diesel/Turbine Operator II	\$3899-4610 (\$22.41-26.49)	\$237 (\$1.36)	\$4016-4748 (\$23.08-27.29)	\$244 (\$1.40)	\$4126-4879 (\$23.71-28.04)	\$251 (1.44)
586701	Diesel/Turbine Operator II (Maximum Range)	\$4610-5321 (\$26.49-30.58)	\$237 (\$1.36)	\$4749-5481 (\$27.29-31.50)	\$244 (\$1.40)	\$4880-5633 (\$28.05-32.37)	\$251 (1.44)

- 1) Annual increments except those marked with an asterisk (\*) which are semi annual.
- 2) Job title Technologists in Job Class Numbers 585100, 585300 and 585500 shall include all recognized technologies (e.g. Civil, Electrical, Engineering, Chemical, Communications)
- 3) Employees in the following Jobs must have completed 12 months at the top of the increment range before being changed to maximum or flat rate:
  - (a) Diesel/Turbine Operator I (Job Class Number 586300)
  - (b) Diesel/Turbine Operator II (Job Class Number 586700)

## THE YUKON ELECTRICAL COMPANY LIMITED

Notes Applying to: Wage Schedules #51, 52, 53, 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 #51, 52, 54, 55, 56, 57 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. If the Job from which the employee was promoted is paid at a flat rate, the employee shall receive an increase which reflects no less than one increment from the new range, or the maximum rate for the new

range, whichever is lesser. For clarity, if there is no increment for the new range, the employee shall be paid the flat rate as identified for the new range. 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**  
**ENTRY LEVEL JOBS**

510200	Customer Service Advisor – Entry
511200	Financial Assistant - Entry
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
586300	Diesel/Turbine Operator I

**APPENDIX B  
JOB PROGRESSION**

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

NOTE: All apprentice Jobs are progression. Upon completion of the apprentice program, the move to Journeyman is a progression appointment.

**PROGRESSION FROM:**

**PROGRESSION TO:**

510200 Customer Service Advisor – Entry	510300 Customer Service Advisor – Qualified
511200 Financial Assistant – Entry	511300 Financial Assistant - Qualified
520000 Draftsperson Entry Level	520100 Draftsperson I
520100 Draftsperson I	520500 Draftsperson II
521000 Engineering Assistant Entry Level	521100 Engineering Assistant I
521100 Engineering Assistant I	521300 Engineering Assistant II
556100 Serviceman/Lineman Journeyman	556300 Serviceman/Lineman Journeyman
	(Maximum Range)
566100 Maintenance Man I	566300 Maintenance Man II
570100 Warehouseman	570300 Senior Warehouseman
573000 Equipment Operator Entry Level	573100 Equipment Operator
585100 Technologist Assistant	583500 Technologist I
586100 Diesel/Turbine Operator Entry Level	586300 Diesel/Turbine Operator I

- 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

### LETTER OF UNDERSTANDING RE: JOB POSTING

The parties have discussed the interpretation that is to have application in respect to Clause 15.01 (f) 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.

Clause 15.01 (f) makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Clause 15.01 (f) will be composed of the six (6) bargaining units (composite bargaining unit) made up of ATCO Electric Ltd., The Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited and ATCO Power Canada Ltd. Those six (6) bargaining units will be treated as one (1) unit in respect to this Clause. For all Job Postings, the Company 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 Company will have the right to hire externally.

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

- (a) Northland Utilities (NWT) Limited, its Employees' Association, ATCO Electric Ltd., its Employees' Association, ATCO I-Tek Business Services Ltd., its Employees' Association, Northland Utilities (Yellowknife) Limited, its Employees' Association, ATCO Power Canada Ltd. and its Employees' Association must enter into agreements that are in substance identical to the above;
- (b) No employee of ATCO Electric Ltd., Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power Canada Ltd. will have a right to grievance under The Yukon Electrical Company Limited

– Yukon Electrical Employees' Association Collective Agreement;

- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to ATCO Electric Ltd., Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power Canada Ltd. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.
  
- (d) In the event that the size of the bargaining units at ATCO Electric Ltd., The Yukon Electrical Company Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (NWT) Limited, Northland Utilities (Yellowknife) Limited or ATCO Power Canada Ltd. 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 sixty (60) Days after written notice is given by one of the following to all of the others:
  - (1) Canadian Energy Workers Association
  - (2) ATCO Electric Ltd.
  - (3) ATCO I-Tek Business Services Ltd.
  - (4) ATCO Power Canada Ltd.
  - (5) Northland Utilities (Yellowknife) Limited
  - (6) Northland Utilities Employees' Association
  - (7) Northland Utilities (NWT) Limited
  - (8) Yukon Electrical Employees' Association
  - (9) 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.