

SOURCE	ASSN.
EFF.	91.01.01
TERM.	92.12.31
No. OF EMPLOYEES	70
NOMBRE D'EMPLOYES	70

**AGREEMENT**

**THIS AGREEMENT** made as of the twenty-second (22nd) day of September A.D. 1990 and is effective October 1, 1990.

**BETWEEN:**

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

**OF THE FIRST PART,**

**AND**

**YUKON ELECTRIC 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.**

RENEGOTIATED PRIOR TO TERMINATION DATE,

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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 the said Yukon Territories.

**AND**

Whereas by Certificate dated the 23rd day of December A.D., 1974 and issued by the Canada Labour Relations Board of the said 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 a unit of employees of the Company comprising: "All employees of Yukon Electrical Company Limited employed in Yukon, excluding the manager, engineer, operating superintendent, office manager, purchasing agent, hydro superintendent, and supervisor".

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 judgement, 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 favourable to one than to the other and of the same spirit of cooperation and friendliness in which this Agreement is reached,

**AND**

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



**NOW THIS AGREEMENT WITNESSETH:**

**ARTICLE 1.00 TERM OF AGREEMENT**

**1.01** To be effective October 1, 1990 for a duration of time to be determined by Arbitration under Article **33.00**. *see: article 35.00 (e)*

**ARTICLE 2.00 APPLICATION**

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

**ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES**

**3.01** See Article **33.07**.

**3.02** See Article **33.07**.

**3.03** See Article **33.07**.

**3.04** (a) See Article **33.07**.

**(b)** See Article **33.07**.

**3.05** See Article **33.07**.

**3.06** See Article **33.07**.

**3.07** It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement. A Casual Employee is defined as an employee who does not work more than thirty-two (32) days within any three (3) calendar month period, and all employees performing janitorial work in district offices.

**3.08** See Article **33.07**.

**3.09** The Company undertakes to notify the Association in writing of the name, wage rate and category of employee(s) when hired.

**ARTICLE 4.00 RECOGNITION**

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

**ARTICLE 5.00 DISCRIMINATION**

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

Association discriminate against any employee because of his non-membership in the Association or for activities in accordance with those rights and privileges defined in The Employment Standards Act of the Yukon Territory and the Canada Labour Code.

## **ARTICLE 6.00 RIGHTS OF MANAGEMENT**

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

## **ARTICLE 7.00 GRIEVANCE PROCEDURE**

**7.01** The Company and the Association both agree that the settlement of any difference arising out of the terms of this Agreement regarding the interpretation, application, administration and any alleged violation of the Agreement and not otherwise, shall be accomplished as described below in this article. Pending an investigation and possible settlement of the difference, the employee shall meanwhile faithfully perform the duties assigned to him by the Company as per the employee's job classification.

**7.02** See Article 33.07.

**Step 1.** See Article 33.07.

**Step 2.** See Article 33.07.

**Step 3.** See Article 33.07.

**Step 4.** See Article 33.07.

**Step 5.** If the decision of the Vice President & General Manager, or in his absence his designated representative, is unsatisfactory to the Association, the Association may then submit the grievance to arbitration within six (6) days of receipt of the decision in Step 4. The notice of submission to arbitration must be given in writing and must contain the Nominee of the Association to the Arbitration Board.

**7.03** The Processing of an Association or Company Grievance - Any difference arising between the Association and the Company from the interpretation, application, administration or alleged violation of the provisions of this Agreement, which is not initiated by an employee such that it falls within the provisions of Article 7.02 will be known as a "policy grievance" and may be submitted in writing by either the Association or the Company to the other within fifteen (15) days of the matter

arising or coming to the attention of the party concerned, with opportunity for oral discussion between the officers of the Association and the appropriate officials of the Company. The parties shall appoint a mutually acceptable chairman. Failing settlement, either the Company representative with whom the matter was so discussed, or the Association, may require a meeting between such Company representative or such other senior official in the Company as the Company may designate for this purpose, and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of the Company and a representative of the Association shall sign a Memorandum of Settlement, but if the matter is not satisfactorily adjusted within a period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to arbitration and in such event, the provisions of Section 7.04 - Arbitration, shall apply.

**7.04** Arbitration - Within seven (7) days of receipt of the notification by the one party, the other party shall nominate its choice of Arbitrator by notice in writing. The two Arbitrators, shall within seven (7) days of notification of the second Arbitrator, select by agreement the Chairman for the Arbitration Board. If they are unable to agree upon the choice of such a Chairman within the specified period, they shall then request the Minister of Labour for the Government of Canada to appoint a Chairman.

After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) days of the appointment of the Chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall make every reasonable effort to render its decision in writing to the parties within fourteen (14) days after the completion of the hearing. The Chairman shall have the authority to render the decision with the compliance of either of the other members, and a decision thus rendered shall be final and binding on the parties hereto.

The Arbitration Board by its decision shall not alter, amend, add to or change the terms of this Agreement. It shall have no jurisdiction to determine any matter except the written grievance filed by an employee or group of employees or the written grievance filed by the Association or the Company, as the case may be. The Arbitration Board shall be limited in its jurisdiction to the remedy or correction requested by the party grieving. In grievances concerning discharge or suspension, the Arbitration Board's jurisdiction shall be limited to determining whether there was just cause for the discipline, and in the event that it finds there was just cause, it shall have no jurisdiction to review the penalties imposed by the Company; but in the event that the Arbitration Board find that there was not just cause for discipline, it shall be entitled to reinstate the person grieving and to declare that such person be entitled to such reinstatement or redress as the Board considers appropriate. Each of the parties to this Agreement shall bear the expense of its Nominee to the Arbitration Board, and the fees and expense of the Chairman shall be borne equally by the two parties to the dispute.

**7.05** See Article 33.07.

**7.06 General**

- (a) The time limits expressed in the foregoing Sections 7.02, 7.03, 7.04, and 7.05 shall be exclusive of Saturdays, Sundays and holidays.
- (b) In the event that either party fails to process the grievance within the time limits established in this article, that party shall be deemed to have conceded the grievance in favour of the other party.
- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

**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 computer print-out, quarterly, containing the following specifics:

- 1. Employee Name
- 2. Employee Classification
- 3. Particulars of Association dues deducted.

**9.03** The Company will not authorize any other dues deduction except to the benefit of the Association, unless otherwise required by law.

**ARTICLE 10.00 WAGE SCHEDULES, NOTES AND APPENDICES**

**10.01** The provisions set forth in Wage Schedules 50, 52, 55, 56, 57, 58, and 59 together with notes applying to these schedules and appendices, respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for as long as this Agreement remains in force and effect. Further, any changes to the Collective Agreement or addendum as officially agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.

## **ARTICLE 11.00 NOTICES**

**11.01** See Article 33.07.

**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 hereinbefore 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) When new job classifications are established, the Company shall set the wage rate therefore and shall notify the Association thereof within fourteen (14) days of the classification being established. The wage rate for the new classification may be set and implemented by the Company.
- (b) When significant differences or changes in job content are effected to existing job classifications to the extent that the Company or the Association or an employee require that the job be re-evaluated, the following procedure shall be followed:
- (i) Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Company shall proceed with the re-evaluation within thirty (30) days of receipt of the written request. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation, the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company received the written request for review.



(ii) Should a written request for re-evaluation of a job classification be initiated by the Company, the Association shall be notified in writing within five (5) working days of the initiation of the review. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) days from the date the Association was notified. Within five (5) working days of the completion of any evaluation the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company notified the Association of the initiation of the review.

(c) 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.

(d) Use of the terminology "evaluation" and "re-evaluation" throughout this Article 13.00 refers to the formal job evaluation plan utilized to determine job levels within Wage Schedule 50, respectively annexed hereto.

**13.02** The Company undertakes to inform the Association in writing of changes in an employee's job classification. This will not be necessary in the case of progression movement within a classification.

**13.03** Job descriptions shall be established for each job classification and issued to the Association and incumbent: further, where such job descriptions are changed, the changed description shall be issued upon completion to the affected incumbent and the Association within fourteen (14) days of the job changes being ef-

fect. The job descriptions issued by the Company to the Association are the property of the Company, and are not for release by the Association to others outside the organization without the permission of the Company. During the annual performance review, which shall be held prior to the thirty-first (31st) day of January each and every year, the supervisor shall review the job description with the employee. Significant changes to the employee's job description identified during the annual performance review will be forwarded before the expiration of ninety (90) days by the employee's supervisor to the Manager. Written confirmation of the results shall be forwarded from the Manager to the employee within forty-five (45) days.

## **ARTICLE 14.00 JOB POSTING**

**14.01** See Article 33.07.

**14.02** In considering such applicants, the factors which shall be considered are related ability, education, behaviour, performance, length of service. The Company is not necessarily obliged to consider the application of any employee with less than two years in his present position and location.

**14.03** 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.

**14.04** 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.

## **ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

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

**15.01** Office Employees

**(a) (i)** See Article 33.07.

**(ii)** Notwithstanding Sub-Section 15.01 (a)(i), by mutual agreement between the employee and the supervisor the hours of work per day for a specific job assignment may be altered, but are not to exceed thirty five (35) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over seven (7) per day would not apply.



(b) All shift work employees shall be subject to a seven (7)hour day and a thirty-five (35)hour week and the schedules of shift work shall be posted in advance by the Company.

(c) See Article 33.07.

#### **15.02 Non-Office Employees**

(a) See Article 33.07.

(b) See Article 33.07.

(c) See Article 33.07.

(d) See Article 33.07.

(e) See Article 33.07.

(f) See Article 33.07.

(g) See Article 33.07.

(h) See Article 33.07.

#### **15.03 Overtime Banking**

(a) See Article 33.07.

(b) See Article 33.07.

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

#### **15.05 Daylight Savings Time**

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

(a) eight (8) hours straight time shall be paid to the employees who work the full shift, which commences between 2300 hours Saturday and 0100 hours Sunday, when the spring time change occurs;

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

### **ARTICLE 16.00 CALL OUT**

**16.01** All employees who are called out to perform work after the completion of their work day or shift shall be paid a minimum of two (2) hours pay at the applicable overtime rate, or shall be paid for the actual hours worked at the applicable overtime rate, whichever is the greater.

**16.02** When employees are called out for work they are deemed to be on duty for the minimum specified period or until the work for which they have been called out

has been completed. Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.

- 16.03** Employees called out during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at their applicable overtime rate for the time worked until the start of their normal work day or shift.
- 16.04** A shift employee covering a vacant day or evening shift with less than three (3) hours notice shall be considered on call out. Coverage of a vacant night shift shall be considered a call out.
- 16.05** Employees called out for work on scheduled days of rest and Company recognized holidays shall be paid a minimum of two (2) hours at two (2) times the basic hourly rate or shall be paid for the actual hours worked at two (2) times their basic hourly rate subject to Article 16.02. This shall not apply in the case of employees who perform regularly assigned duties on such days.
- 16.06** When an employee is required, due to emergency conditions, to continue working in excess of two (2) hours beyond the normally 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 employees' 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 17.00 SHIFT DIFFERENTIAL**

**17.01** See Article 33.07.

**17.02** See Article 33.07.

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

- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
- (b) A shift differential shall be paid for all hours of work, including overtime hours.
- (c) Any job scheduled in advance for off-normal hours requires scheduling for at least three consecutive days to be considered as a scheduled shift.

#### **ARTICLE 18.00 HOLIDAYS**

**18.01** See Article 33.07.

**18.02** To be eligible for and paid for any of the holidays listed above, an employee must have completed thirty (30) days or two hundred and forty (240) hours of employment in the twelve (12) months immediately preceding the holiday and he must have worked his scheduled work shift immediately before and immediately after

such holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Company.

**18.03** In the event of work being scheduled on such holiday, employees will be paid ~~two~~ (2) times the regular rate in addition to the regular pay for the holiday.

**18.04** Should one of the recognized holidays for employees other than shift employees fall on a Saturday, either the previous Friday or the following Monday shall be observed as the holiday as determined by the Company. Should one of the recognized holidays for employees other than shift employees fall on Sunday, the following Monday shall be observed as the holiday. Employees shall receive holiday pay only once for a given holiday.

**18.05** If a holiday as provided by Section **18.01** falls on a regular day off of a shift employee, he shall be paid eight (8) hours at straight time, in addition to his regular pay, or be given equivalent time off.

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

**19.01 (a)** See Article **33.07**.

(b) All Permanent Employees who have completed two (2) years of continuous employment shall be entitled to four (4) weeks' annual vacation with regular pay.

(c) All Permanent Employees who have completed eight (8) years of continuous employment shall be entitled to five (5) weeks' annual vacation with regular pay.

(d) See Article **33.07**.

(e) 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.

(f) See Article **33.07**.

**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. Vacations shall commence on Mondays unless otherwise arranged mutually in advance.

(b) In the year in which an employee qualifies for increased vacation entitlement under Section **19.01** such 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) 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's 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~~ two hundred and fifty (250) kilometers outside of Whitehorse or Watson Lake districts and who proceeds on annual vacation shall be allowed one (1) day of paid travel time annually for allowable trips reimbursable pursuant to Article 31.00.

#### **ARTICLE 20.00 BOARD AND LODGING**

- 20.01** The Company will on production of receipts, pay for room or alternatively provide accommodation when working away from home.
- 20.02** See Article 33.07.
- 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** See Article 33.07.

#### **ARTICLE 21.00 STANDBY**

- 21.01** See Article 33.07.
- 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 endeavour to arrange for the equitable distribution of standby duties.
- 21.03** Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full twenty-four (24) hour period. An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty.

#### **ARTICLE 22.00 PAY FOR CLIMBING STEEL RADIO TOWERS & STACKS**

- 22.01** Pay for work that includes climbing to and performing work above twenty-five (25) metres on steel radio towers and stacks will be straight time plus normal pay during regular working hours and double time after regular working hours. Minimum pay will be ~~two~~ two hours.

## **ARTICLE 23.00 BEREAVEMENT**

**23.01** In the case of a death in the immediate family, a Permanent, Probationary or Permanent Part Time employee shall be given time off with pay up to a maximum of five (5) working days. The term "immediate family" shall be interpreted to mean a mother, father, sister or brother, husband or wife (including common-law), son or daughter, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandfather or grandmother (including spouse's) or grandchild or any dependent relative living in the employee's household.

## **ARTICLE 24.00 TERMINATION OF SERVICE**

**24.01** In the event of a Permanent Employee giving notice of termination to the Company, such termination shall require notice of ten (10) working days.

**24.02** In the event of the Company giving notice of termination to a Permanent Employee, such termination shall require notice of twenty (20) working days.

**24.03** An employee may be discharged for just cause without notice or pay in lieu thereof, subject to the Grievance Procedure - Article 7.00.

**24.04** In the event of the Company terminating the employment of a Permanent or Permanent Part Time employee, other than for just cause, severance pay shall be paid to the employee in an amount equal to one-half (1/2) a week's normal pay per year of employment based on their last month's wage rate.

## **ARTICLE 25.00 MATERNITY LEAVE AND ADOPTION LEAVE**

**25.01** An employee who is pregnant and who has been employed by the Company for a period of at least twelve (12) months is entitled to a total of twenty-six (26) weeks' maternity leave without pay.

**25.02** The pregnant employee shall give the Company two (2) weeks' notice, in writing, of the day upon which she intends to commence maternity leave, together with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. The employee is entitled to commence maternity leave upon expiration of the ~~two~~ (2) weeks' notice.

An employee who fails to notify the Company, and who is otherwise entitled to maternity leave, shall be entitled to maternity leave for any of the period if, within two weeks after she ceases to work, she provides the Company with a medical certificate indicating that she is not able to work by reason of any medical conditions arising from her pregnancy and giving the estimated date of delivery or the actual date of delivery.

**25.03** The Company shall grant an employee a leave of absence without pay for a maximum six (6) month period immediately subsequent to the adoption of a child. Further, such leave shall be granted upon three (3) weeks' written notice by the employee to the Company.

**25.04** An employee who wishes to resume their employment upon the expiration of maternity or adoption leave to which they are entitled, shall give the Company two (2) weeks' notice in writing of the day on which they intend to resume employment, and the Company shall:

- (a) reinstate the employee in the position they occupied at the time their maternity leave or adoption leave commenced, or
- (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced maternity or adoption leave.

**25.05** Where the pregnancy of an employee interferes with the performance of the employee's duties, the Company may, by notice in writing to the employee, require the employee to commence maternity leave.

#### **ARTICLE 26.00 CALCULATION OF PREMIUM RATES**

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

#### **ARTICLE 27.00 REDUCTION OF STAFF**

**27.01** In the event of a reduction of staff the factors which shall be considered are: Related ability, education, behaviour, performance, and length of service.

**27.02 (a)** In the event of an increase in staff of a department within one (1) year following reduction of staff, a Permanent, Probationary or Permanent Part Time employee will be eligible for 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) calendar days of the date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) calendar days of the date of receipt of the Company correspondence.

**(b)** When re-hired the employee will be credited with their length of service and contractual benefits that had accrued to the employee up to the date of their termination. The Company shall reinstate the employee in their former position occupied at the time of their termination or provide them with alternate work of a comparable nature at an appropriate wage commensurate with their experience and qualifications.



## **ARTICLE 28.00 ARBITRATION PROCEDURES**

**28.01** Refer to Article 33.00 for Details.

## **ARTICLE 29.00 CONVERTING MONTHLY SALARY TO HOURLY RATE**

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

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

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

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

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

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

## **ARTICLE 30.00 NORTHERN ALLOWANCE**

**30.01** See Article 33.07.

**30.02** See Article 33.07.

## **ARTICLE 31.00 VACATION TRAVEL EXPENSES**

**31.01** In order to encourage Permanent and Permanent Part Time employees and their families to take annual vacations together and to reduce the expenses required to reach a southern Canadian destination, the Company will reimburse Permanent and Permanent Part Time employees travel to Edmonton, Vancouver, or beyond on the basis set out below.

**31.02** See Article 33.07.

**31.03** Air Travel

The Company shall reimburse the employee for the cost of return airfare to Edmonton or Vancouver for the employee and if applicable the employee's spouse and dependent children over two years of age.

The Company expects that the employee will use reasonable efforts to obtain reduced airfare. If reduced airfare is not obtained, reimbursement will be on the basis of return full (family plan) economy airfare.

Employees travelling beyond Edmonton or Vancouver will be reimbursed on the basis of excursion airfare to Edmonton or Vancouver. However, if the employee was not able to obtain reduced airfare, reimbursement will be on the basis of returnfull (family plan) economy airfare to Edmonton or Vancouver.

Excursion airfare is that obtained through booking in advance of the flight and staying at least one Saturday Night.

**31.04 Road Travel**

If an employee travels by road, the Company shall reimburse the employee for travel expenses in an amount equivalent to return full (family plan) economy airfare to Edmonton or Vancouver for the employee and, if applicable, the employee's spouse.

**31.05 Payment for travel expenses will be made:**

- a) For full (family plan) economy airfare - approximately one week before departure.
- b) For reduced airfare - upon submission of receipts.

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

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

**31.08** The employee will be responsible for retaining receipts for income tax purposes.

**31.09 Permanent Part time Employees**

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

**ARTICLE 32.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM**

**32.01** A Permanent or Probationary employee temporarily assigned in writing for a period of four (4) or more continuous working days to a position of higher classification shall, from the first day, be paid at a rate increased by the equivalent step in his present classification or to the top of the range of the new classification, whichever is lesser. In any event this shall be at least to the bottom of the new range. Further, in the event that an employee is retained in a temporary assignment for more than one (1) year, his wage shall be administered in the range of the new classification.

## ARTICLE 33.00 ARBITRATION PROCEDURES

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



**33.07** List of demands.

**1. ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES**

- 3.01** All employees covered by this Collective Agreement shall fall into the following categories: Permanent, Permanent Part Time, Probationary, Temporary, Part Time.
- 3.02** A Permanent Employee shall be an employee who has been appointed by written notice to a permanently established position on the completion of a maximum six (6) month probationary period (the "Probationary Period"). The appointment to Permanent status will be effective on the first (1st) of the month following successful completion of the Probationary Period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of appointment.
- 3.03** A Permanent Part Time Employee shall be an employee who has been appointed, by written notice, to a Permanent Part Time established position on the completion of a maximum 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.
- 3.04** A Probationary Employee shall be either:
- (a) a new employee appointed to a permanently established position, for whom there shall be a maximum six (6) month probationary period, during which period his employment may be terminated at Company's discretion. A review of the performance of such employee will be discussed with him prior to the final thirty (30) days of the probationary period.
  - (b) a Temporary Employee appointed to a permanently established position, for whom there shall be a maximum six (6) month probationary period, during which period his employment may be terminated at the Company's discretion. A review of the performance of such employee will be discussed with him prior to the final thirty (30) days of the probationary period.
- 3.05** A Temporary Employee shall be an employee who is engaged full time or part time for a Special Project or for work which is not of a permanent or continuing nature and further whose employment will be terminated on the completion of such work. A Temporary position other than utilization within a special project shall not utilize a number of man hours in excess of sixty (60) percent of the normal man hours per year in that position. A Special Project shall be of a limited term which may exceed the sixty (60) per cent limitation as

previously mentioned however, would be restricted by the term of the project. This category of employee shall not be utilized so as to displace any Permanent Employee or position or diminish the regular hours of work of any Permanent Employee. The Company undertakes to notify the Association in writing of the name of the employees hired in this category and in the case of an employee hired for a special project, the expected duration of the special project.

**3.06** A Part Time Employee shall be an employee who works a regular schedule of reduced hours each day or week. The ratio of hours worked by the Part Time Employee to the normal hours of work in that category in the day or week shall not exceed sixty (60) per cent over a calendar year. Further, the category of Part Time Employee shall not be utilized so as to displace any Permanent Employee or position or diminish the regular hours of any Permanent Employee or position. Part Time Employees shall not be utilized in Schedule 55, or 58 positions excepting Diesel Plant Operators.

**3.08** The Probationary Period will be reduced for time spent in job related duties by employees in Part Time or Temporary Positions with the Company. Such employees will receive a minimum of three (3) months reduction credit ;in the event they have been employed in excess of three (3) months in job related duties. For employees employed less than three (3) months they will receive a reduction credit for the actual time spent in job related duties while employed by the Company.

## **2. ARTICLE 7.00 GRIEVANCE PROCEDURE**

**7.02** The Processing of an Employee Grievance - In the event that a difference occurs between the Company and one or more members of the Bargaining Unit regarding the interpretation, application, administration or any alleged violation of this Agreement and not otherwise, the following procedure of settlement shall be followed:

**Step 1.** The employee concerned, with or without the assistance of an elected officer of the Association, which assistance shall be at the option of the employee, shall first seek to settle the difference in discussion with his immediate foreman or supervisory equivalent.

**Step 2.** If the difference is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall then be reduced to writing by the grievor, with or without the assistance of an elected Officer of the Association and signed by the grievor, setting forth as far as may be applicable, the following:

- (a) The nature of the grievance, date of occurrence, and the circumstances out of which it arose;

- (b) The remedy, or correction, the Company is required to make;
- (c) The Article, or Articles, of the Agreement claimed to have been violated or infringed upon.

It shall be submitted to his foreman or supervisory equivalent with a copy to the Manager within fifteen (15) days of the act causing the grievance. The Manager together with the foreman or supervisory equivalent, shall arrange for a meeting with the grievor and the representative of the Association. The Manager shall make known his decision in writing to the Association and the grievor within six (6) days of receipt of the written grievance. In the case of a grievance arising from Article 14.00, Job Posting, the foreman or supervisory equivalent making the decision shall be in attendance at this meeting, if requested.

- Step 3.** If the grievance is not resolved satisfactorily in Step 2, either the Company or the Association may request the formation of a Grievance Committee. Such a committee shall consist of three representatives appointed by the Company and three representatives appointed by the Association. Neither the grievor, nor the foreman or supervisory equivalent, or the Manager referred to in Step 2 may be a member of the Grievance Committee. The written grievance referred to in Step 2 shall be presented to this committee by either party in writing within ten (10) days of receipt of the decision in Step 2. The Grievance Committee shall give its reply in writing to the Association and the Company within six (6) days of receipt of the grievance. A majority decision of the Grievance Committee shall be binding on both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges.
- Step 4.** Should a majority of the Grievance Committee fail to agree upon a settlement, the grievance shall be referred to the Vice President & General Manager of the Company, or in his absence his designated representative, in writing, by the Association within six (6) days of receipt of the reply in Step 3. The Vice President and General Manager or in his absence his designated representative, shall make known his decision, in writing, to the Association within six (6) days of receipt of this grievance.
- Step 5.** If the decision of the Vice President & General Manager, or in his absence his designated representative, is unsatisfactory to the Association, the Association may then submit the grievance to arbitration within six (6) days of receipt of the decision in Step 4. The notice of submission to arbitration must be given in writing and must contain the Nominee of the Association to the Arbitration Board.

**7.05** Notwithstanding the foregoing, all grievances related to discharge shall commence when the employee or the Association requests the formation of a Grievance Committee and submits the written grievance. The submission of the grievance shall state:

- (a) the nature of the grievance, date of occurrence, and the circumstances out of which it arose:
- (b) the remedy, or correction, the Company is required to make:
- (c) the Article, or Articles, of the Agreement claimed to have been violated or infringed upon.

The request to form a Grievance Committee must be made within ten (10) days of the discharge. The Committee shall consist of three (3) representatives appointed by the Company and three (3) representatives appointed by the Association. Neither the grievor or the foreman, or supervisory equivalent or the Manager, may be a member of the Grievance Committee. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges. The Committee must hear and render its written decision to both parties within six (6) days of the receipt of the request to form a Grievance Committee. A majority decision of the Grievance Committee shall be binding on both parties. Should the Committee fail to reach an agreement, the Association may continue at Step 4 of Section 7.02.

### **3. ARTICLE 11.00 NOTICES**

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

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

Association:  
President  
Yukon Electric Employees' Association  
P.O. Box 5862  
Whitehorse, Yukon  
Y1A 5L6

#### **4. ARTICLE 14.00 JOB POSTING**

**14.01** When a permanent position, within the scope of this Agreement, becomes vacant and when a new permanent position is created, a Job Notice outlining details of the vacancy will be published on Bulletin Boards and will remain on such Boards for a period of ten (10) working days. All Job Notices shall contain educational and/or experience requirements. A copy of each such notice will be directed to the Association. All employees have the privilege of applying. Appendix A positions will only be posted locally. No more than two (2) postings shall be required in any one (1) sequence. While first considerations will be given to applicants who are members of the Bargaining Unit, the Company reserves the right to fill such vacancies from applications outside of the Bargaining Unit. All applicants who are members of the Bargaining Unit, meeting the educational and/or experience requirements of the Job Notice, shall be given the opportunity to contact a person named on the job posting for particulars in respect to the job. All applicants will receive a personal written reply to their applications.

#### **5. ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

##### **15.01 Office Employees**

- (a) (i) For non-shift employees a normal day's work shall be seven (7) hours between the hours of 0800 and 1700 hours, with one (1) hour for lunch. The normal work week shall consist of thirty-five (35) hours worked in any five (5) consecutive days, Monday through Saturday inclusive.
- (c) Payments for authorized overtime shall be on the basis of two (2) times for all hours worked.

##### **15.02 Non-Office Employees**

- (a) (i) For non-shift employees, a normal day's work shall be eight (8) hours between 0700 and 1700 hours. A maximum lunch period of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Saturday inclusive.
- (ii) Notwithstanding Sub-Section 15.02 (a)(i), (c) and (e), by mutual agreement between the employee and the supervisor, the hours of work per day for a specific job assignment may be extended to a maximum ten (10) hours per day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per day would not apply.



- (b) In order to provide continuity of service to the Company's customers certain work of a construction, maintenance and replacement nature on the Company's transmission, distribution and production facilities, is required on a pre-planned basis to be performed during other than normal hours of work. In such cases the Company, on forty-eight (48) hours' notice, may reschedule the normal hours of work of employees so affected as set out in Sub-section 15.02 (a).
- (c) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of eight (8) hours per day (ten (10) hours in the application of Sub-section 15.02(a)(ii) above) and for all authorized overtime worked in excess of forty (40) hours per week and for all overtime worked on Holidays as specified in Article 18.00 of this Agreement.
- (d) Time required for travel outside regular working hours between headquarters and the temporary job headquarters shall be paid for at applicable overtime rates.
- (e) Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift (2) or three-shift (3) system. The regular straight time hours worked for shift employees shall be eight (8) hours per day and shall average forty (40) hours per week.

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

- (i) Each time that a shift employee is rescheduled, at the Company's request, to work a normal work period or shift, with less than twenty-four (24) hours off between regularly scheduled work periods or shifts, the employee shall be paid overtime for the first period or shift worked as a result of the rescheduling.
- (ii) a) If ten (10) days notice is not given by the Company then the first two (2) shifts on the new schedule shall be paid at the overtime rate, and
  - b) If the new schedule affects days off, as provided for under the former schedule, in the thirty-five (35) day period following posting of the new schedule, then the first five (5) such previously scheduled days off under the old schedule that are worked under the new schedule shall be paid at the overtime rate.

- (iii) All rotating shift schedules shall be posted to cover a minimum of ninety (90) consecutive days. In January a master shift schedule for the year shall be prepared and circulated to the respective shift employees.
- (f) Provided sufficient advance notice is given and with the approval of the Company, employees may exchange shifts if there is no increased cost to the Company. Employees requesting shift changes must do so in writing.
- (g) In the event that an employee works five (5) or more hours of overtime in the eight (8) hours immediately preceding his regularly scheduled work period, he shall not be required to report for work during either the first four (4) hours or the last four (4) hours of his next regularly scheduled work period and shall suffer no **loss** of wages therefore.

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

Notwithstanding the immediately preceding paragraphs, in emergency situations, the employee may be called back to work with additional straight time pay.

- (h) Employees will not normally be called upon to be away from home base on weekends except for work of an emergency nature, or by mutual agreement, or in economically viable situations (e.g. weather, transportation restrictions, etc.).
- (i) Except in the case of an emergency, the Company will 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.

### **15.03 Overtime Banking**

- (a) Employees shall be allowed to bank overtime pay up to a maximum of five (5) regular days. Employees shall provide their immediate supervisor with at least six (6) working days notice for the request for time off. The immediate supervisor shall signify to the employee his approval, or otherwise, as soon as possible but at least three (3) working days prior to the requested time off.
- (b) Shift employees shall be allowed to bank overtime pay up to a maximum of forty-eight (48) hours. Employees shall provide their immediate supervisor with at least six (6) working days no-

tice for the request for time off. The immediate supervisor shall signify to the employee his approval, or otherwise, as soon as possible but at least three (3) working days prior to the requested time off.

## **6. ARTICLE 17.00 SHIFT DIFFERENTIAL**

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

**17.01** An eighty-seven cents (\$.87) per hour differential shall be paid to those employees working a scheduled straight eight (8) hour shift, or any scheduled rotating shift for the hours which occur between 1600 and 2400 hours (evening shift). Effective January 1, 1990 the eighty-seven cents (\$.87) shift differential shall be increased to ninety-one cents (\$.91).

**17.02** An eighty-seven cents (\$.87) per hour differential shall be paid to those employees working a scheduled straight eight (8) hour shift or any scheduled rotating shift for the hours which occur between 2400 and 0800 hours (night shift). Effective January 1, 1990 the eighty-seven cents (\$.87) shift differential shall be increased to ninety-one cents (\$.91).

## **7. ARTICLE 18.00 HOLIDAYS**

**18.01** All employees covered by this Collective Agreement, except as provided by Section 18.02, shall receive a regular day's pay for the recognized holidays listed below:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Discovery Day
Labour Day	

## **8. ARTICLE 19.00 ANNUAL VACATIONS**

**19.01 (a)** All Permanent Employees who have completed twelve (12) months of continuous employment shall be entitled to three (3) weeks' annual vacation with regular pay.

**(i)** in the particular case of a new Permanent, Permanent Part Time or Probationary employee who has completed six (6) months of continuous employment he may, with the permission of his supervisor, take one week vacation with pay in his second six (6) months of employment; providing however

that the receipt of the one week vacation with pay is recognized as an advance draw on his vacation entitlement described in Sub-Section 19.01 (a) previous.

- (d) All Permanent Employees who have completed seventeen (17) years of continuous employment shall be entitled to six (6) weeks' annual vacation with regular pay.
- (9) Subject to vacation scheduling under Section 19.02 employees may be permitted to take their earned vacation one (1) day at a time up to a maximum of five (5) days in a calendar year, subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

## **9. ARTICLE 20.00 BOARD AND LODGING**

**20.02** On the production of receipts or on a per meal or per diem, rate if mutually agreed between the supervisor and the employee, employees will be reimbursed the cost of reasonable meals when working away from home.

- (a) If an employee is required to bring a lunch in order to work away from his home base and returns the same day will on the production of a receipt be reimbursed for lunch or a per diem of five dollars and seventy-five cents (\$5.75).

**20.04** An employee who is required to work away from home shall be paid incidental expenses of four dollars and fifty cents (\$4.50) per night for all nights away from home.

## **10. ARTICLE 21.00 STANDBY**

**21.01** Employees who are requested to standby shall receive for such standby duties fourteen dollars and eighty-one cents (\$14.81) for each normal work day and thirty-nine dollars and one cent (\$39.01) for each scheduled day of rest and recognized holiday. Effective January 1, 1990 the normal work day standby shall be fifteen dollars and forty-eight cents (\$15.48) and the standby for each scheduled day of rest and recognized holiday shall be forty dollars and seventy-seven cents (\$40.77). In addition such employee shall be paid the applicable rate for work performed, subject to Article 16.00.

**11. ARTICLE 30.00 NORTHERN ALLOWANCE**

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

\$465.00 per month plus 5% of basic monthly salary.

Effective January 1, 1990 the Permanent employee will be entitled to a Cost of Living Allowance of:

\$475.00 per month plus 5% of basic monthly salary.

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

\$465.00 per month x Regular Hours to be worked per month  
Total Regular Hours per month for the Job Classification  
plus 5% of basic monthly salary.

Effective January 1, 1990 the Permanent Part Time employee will be entitled to a Cost of Living allowance of:

\$475.00 per month x Regular Hours to be worked per month  
Total Regular Hours per month for the Job Classification  
plus 5% of basic monthly salary.

**12. ARTICLE 31.00 VACATION TRAVEL EXPENSES**

**31.02** The employee is entitled to reimbursement for travel expenses once per calendar year after completion of twelve months employment with the Company.

**THE YUKON ELECTRICAL COMPANY LIMITED**

**SCHEDULE 50**

**General Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	Increment
		Effective Jan. 1, 1990	
500000	Clerk I	\$1258-1710 (\$8.28-11.25)	\$113 (\$0.74)
500100	Clerk II	1452-1928 (9.55-12.68)	119 (.78)
500200	Clerk III	1936-2299 (12.74-15.13)	121 (.80)
500201	Clerk Cashier		
500203	Stenographer		
500300	Clerk IV	2070-2554 (13.62-16.80)	121 (.80)
500301	Senior Stenographer		
500400	Clerk V	2310-2794 (15.20-18.38)	121 (.80)
500401	Secretary		
500500	Clerk VI	2541-3041 (16.72-20.01)	125 (.82)
500600	Clerk VII	2700-3240 (17.76-21.32)	135 (.89)

(1) Annual Increments

**THE YUKON ELECTRICAL COMPANY LIMITED**

**SCHEDULE 52**

**Draftsman and Engineering Assistant Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	Increment
		Effective Jan. 1, 1990	
520000	Draftsman	\$1835-2093	\$86
	Trainee	(\$12.07-13.77)	(\$.57)
520100	Draftsman I	1951-2501 (12.84-16.45)	*110 (.72)
521100	Engineering Assistant I		
520500	Draftsman II	2611-3087 (17.18-20.31)	*119 (.78)
521300	Engineering Assistant II		
520900	Draftsman III	2960-3520 (19.47-23.16)	140 (.92)
521500	Engineering Assistant III		

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

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 55

Line and Service Non-Office Jobs

Minimum Monthly (Hourly) Wage Ranges

Job Group Code	Job Title	Training Term	Wage Range Effective Jan. 1, 1990	Increment
555100	Power Lineman <b>App. I</b>	1-1	\$2062 (\$11.85)	
555200	Power Lineman <b>App. II</b>	1-2	2240 (12.87)	
555300	Power Lineman <b>App. III</b>	2-1	2418 (13.90)	
555400	Power Lineman <b>App. IV</b>	2-2	2596 (14.92)	
555500	Power Lineman <b>App. V</b>	3-1	2774 (15.94)	
555600	Power Lineman <b>App. VI</b>	3-2	2952 (16.97)	
555700	Power Lineman <b>App. VII</b>	4-1	3130 (17.99)	
555800	Power Lineman <b>App. VIII</b>	4-2	3308 (19.01)	
<hr/>				
556100	Power Lineman Journeyman I		3486 (20.03)	
556200	Power Lineman Journeyman II		3664 (21.06)	
556300	Power Lineman Journeyman III		3842 (22.08)	



**SCHEDULE 55 (Cont'd)**

**Line and Service Non-Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Training Term</b>	<b>Wage Range Effective Jan. 1, 1990</b>	<b>Increment</b>
-----		-----	-----	-----
557100	Serviceman I		\$3486 (\$20.03)	
557200	Serviceman II		3664 (21.06)	
557300	Serviceman III		3882 (22.31)	
<hr/>				
558100	Lead Lineman		3597-4137 (20.67-23.78)	180 (1.03)
<hr/>				
559100	Senior Serviceman B		3597-4137 (20.67-23.78)	180 (1.03)
<hr/>				

(1) Annual Increments

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 56

Non-Office Jobs

Minimum Monthly (Hourly) Wage Ranges

Job Group Code	Job Title	Wage Range	
		Effective Jan. 1, 1990	Increment
566100	Maintenance Man I	\$1601-2621 (\$9.20-15.06)	*\$204 (\$1.17)
566300	Maintenance Man II	2628-3240 (15.10-18.62)	*204 (1.17)
566500	Maintenance Man III	3247-3655 (18.66-21.01)	*204 (1.17)
		3858 (22.17)	
566700	Lead Maintenance Man	4000 (22.99)	

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

(2) Maintenance Men in **Job** Group Codes 566100, 566300, 566500 and 566700 shall be bonused \$25.00/month for each additional valid Journeyman Ticket over and above that which is required for their job classification, to a maximum of two (2) tickets, for the following tickets:

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

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 57**  
**General Non-Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective Jan. 1, 1990	Increment
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$1826-2512 (\$10.49-14.44)	*\$98 (\$0.56)
570300	Senior Warehouseman	2415-2807 (13.88-16.13)	"98 (.56)
570500	Stockkeeper	2501-3111 (14.37-17.88)	122 (.70)
572100	Meter Reader	1773-2613 (10.19-15.02)	120 (.69)

**SCHEDULE 57 (Cont'd)**  
**General Non-Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	Increment
		Effective Jan. 1, 1990	
-----	-----	-----	-----
573000	Equipment Operator	\$1895-2627	*\$122
	Entry Level	(\$10.89-15.10)	(\$.70)
573100	Equipment Operator	2631-3181	*122
		(15.12-18.28)	(.70)

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

(2) Job Group Codes 573100, Equipment Operator, shall **be** paid a **twenty-five** dollar (\$25.00) monthly bonus for a journeyman Heavy Duty Mechanic's certificate.

**THE YUKON ELECTRICAL COMPANY LIMITED**  
**SCHEDULE 58**  
**Technical Non-Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	
		Effective Jan. 1, 1990	Increment
585100	Electrical	\$2045-3005	*\$192
	Technologist	(\$11.75-17.27)	(\$1.10)
	Assistant		
585300	Electrical	2812-3966	*192
	Technologist I	(16.16-22.79)	(1.10)
585500	Electrical	3724-4222	166
	Technologist II	(21.40-24.26)	(.95)
586100	Diesel/Turbine	1720-2716	*166
	Operator Junior	(9.89-15.61)	(.95)
586300	Diesel/Turbine	2558-3222	*166
	Operator I	(14.70-18.52)	(.95)
		3222-3388	166
		(18.52-19.47)	(.95)
586700	Diesel/Turbine	2728-3226	*166
	Operator II	(15.68-18.54)	(.95)
		3226-3724	166
		(18.54-21.40)	(.95)

**THE YUKON ELECTRICAL COMPANY LIMITED**

**SCHEDULE 58 (Cont'd)**

**Technical Non-Office Jobs**

**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	
		Effective Jan. 1, 1990	Increment
587300	Diesel Serviceman I	\$2558-3223	*\$166
		(\$14.70-18.52)	(\$166)
		3223-3388	166
		(18.52-19.47)	(.95)
587500	Diesel Serviceman II	2728-3226	*166
		(15.68-18.54)	(.95)
		3226-3724	166
		(18.54-21.40)	(.95)
587700	Diesel Serviceman Senior	3335-3833	166
		(19.17-22.03)	(.95)
588100	System Operator Junior	1720-2716	*166
		(9.89-15.61)	(.95)
588300	System Operator I	2558-3222	*166
		(14.70-18.52)	(.95)
		3222-3388	166
		(18.52-19.47)	(.95)
588700	System Operator III	2728-3226	*166
		(15.68-18.54)	(.95)
		3226-3724	166
		(18.54-21.40)	(.95)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 58 (Cont'd)

Technical **Non-Office Jobs**

Minimum Monthly (Hourly) Wage Ranges

(1) Annual increments except those marked with an asterisk (\*) which are semi-annual. NOTE: Employees in Job Codes 58.53, 58.55, 58.63, 58.73, 58.67, 58.75 and 58.77 having additional job related qualifications over and above the ticket required for the job classification, shall be paid an additional twenty-five (\$25.00) dollars per month per ticket to a maximum of two (2) tickets for the following tickets:

Power Lineman

Power Systems Electrician

Heavy Duty Mechanic

Electrician

Millwright

Welder

Automotive Mechanic

Company Sponsored ICS Course For Operator II

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 59

Construction Jobs

Minimum Monthly (Hourly) Wage Ranges

Job Group Code	Job Title	Wage Range Effective Jan. 1, 1990	Increment
593500	Engineering & Survey Technician	\$3615-4302 (\$20.78-24.72)	\$229 (\$1.32)

(1) Annual increments.



## THE YUKON ELECTRICAL COMPANY LIMITED

### Notes Applying to: Wage Schedules #50, 52, 55, 56, 57, 58 and 59 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 #55, 56 and 58.

Progression subject to acceptable performance standards being met and contingent on time, theory (as applicable), necessary tickets or certificates or technology graduation and/or Company examinations. Company examinations shall refer to existing written examinations.
  - c) New Employees - New employees entering the service of the Company will be appropriately placed at the discretion of the Company on the basis of market hiring rates.

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  $\frac{1}{12}$  or  $\frac{1}{6}$  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 0 less than one (10 increment in the range from which he was promoted. This will not apply in the case of progression jobs.
3. If an employee is accepted under a posting for a lower level job or is transferred at his own request, he will be paid at an appropriate level within the wage range for such job.
4. Salary Ranges for Progression Jobs, designated in APPENDIX B, shall be calculated by applying the percentage to the bottom of the salary range for the lowest job in the family and applying the percentage to the top of the salary range for the highest job in the family. These bottom and top calculated salary range figures will be adjusted in accordance with the accepted formula to ensure the increments equally fit the total range of all jobs.

# THE YUKON ELECTRICAL COMPANY LIMITED

## APPENDIX A

500100	Clerk I
500300	Clerk II
510500	Clerk Cashier
512000	Stenographer
521100	Engineering Assistant I
555100	Power Lineman Apprentice I
555200	Power Lineman Apprentice II
555300	Power Lineman Apprentice III
555400	Power Lineman Apprentice IV
555500	Power Lineman Apprentice V
555600	Power Lineman Apprentice VI
555700	Power Lineman Apprentice VII
555800	Power Lineman Apprentice VIII
566100	Maintenance Man I
570000	Labourer/Groundman
570100	Warehouseman
572100	Meter Reader
573000	Equipment Operator Entry Level
585100	Electrical Technologist Assistant
585300	Electrical Technologist I
586100	Diesel/Turbine Operator Junior
586101	System Operator Junior
586300	Diesel/Turbine Operator I
586301	System Operator I
587300	Diesel Serviceman I

## APPENDIX B

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

PROGRESSION FROM:

500000 Clerk I  
520000 Draftsman-Trainee  
520100 Draftsman I  
521100 Engineering Assistant I  
555100 Power Lineman Apprentice I  
555200 Power Lineman Apprentice II  
555300 Power Lineman Apprentice III  
555400 Power Lineman Apprentice IV  
555500 Power Lineman Apprentice V  
555600 Power Lineman Apprentice VI  
555700 Power Lineman Apprentice VII  
555800 Power Lineman Apprentice VIII  
558100 Power Lineman Journeyman I  
558200 Power Lineman Journeyman II  
557100 Serviceman I  
557200 Serviceman II  
566100 Maintenance Man I  
570100 Warehouseman  
573000 Equipment Operator - Entry Level  
585100 Electrical Technologist Assistant  
588100 Diesel/Turbine Operator Junior  
586101 System Operator Junior  
586301 System Operator I  
587300 Diesel Serviceman I

PROGRESSION TO:

500100 Clerk II  
520100 Draftsman I  
520500 Draftsman II  
521300 Engineering Assistant II  
555200 Power Lineman Apprentice II  
555300 Power Lineman Apprentice III  
555400 Power Lineman Apprentice IV  
555500 Power Lineman Apprentice V  
555600 Power Lineman Apprentice VI  
555700 Power Lineman Apprentice VII  
555800 Power Lineman Apprentice VIII  
558100 Power Lineman Journeyman I  
558200 Power Lineman Journeyman II  
558300 Power Lineman Journeyman III  
557200 Serviceman II  
557300 Serviceman III  
566300 Maintenance Man II  
570300 Senior Warehouseman  
573100 Equipment Operator  
585300 Electrical Technologist I  
588300 Diesel/Turbine Operator I  
586301 System Operator I  
586701 System Operator II  
587500 Diesel serviceman II

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

This project may be cancelled at any one or all of the above generating stations, at any time if undue additional costs are generated by this project, or if a decrease in efficiency of the employees results, or at the request of either party on thirty (30) days notice.

**Employees Covered**

System Operator Junior, System Operator I and System Operator II.

**Conditions**

The following Articles under the Collective Agreement between the Yukon Electrical Company Limited and Yukon Electric Employees' Association are amended only as follows for the duration of the trial period.

**ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

**15.02 (c)** Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of twelve (12) hours per day or eight (8) hours per day averaging forty (40) hours per week as indicated on the schedules of shift work and for all authorized overtime worked on holidays as specified in Article 18.00 of this Agreement.

**15.04 Daylight Saving Time**

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

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

**ARTICLE 16.00 CALL OUT**

**16.04** A shift employee who is not identified on the availability list and who covers a vacant twelve (12) hour shift with less than three (3) hours notice shall be considered on call out.

**ARTICLE 17.00 SHIFT DIFFERENTIAL**

**17.03 (d)** Notwithstanding Section 17.01 and 17.02 for those employees working a twelve (12) hour shift commencing between 1800 and 2000 hours, a shift differ-

ential of one dollar and sixteen cents (\$1.16) per hour shall be paid for the evening shift only. Effective January 1, 1990 the one dollar and sixteen cents (\$1.16) shift differential shall be increased to one dollar and twenty-one cents (\$1.21). Shift differential shall not be applicable to the day shift.

## **ARTICLE 19.00 ANNUAL VACATIONS**

- 19.01 (a)** All Permanent employees who have completed twelve (12) months of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of ten (10) regularly scheduled twelve (12) hour shifts, or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed one hundred and twenty (120) hours.
- (i)** In the particular case of a new employee who has completed six (6) months of continuous employment he may, with the permission of his supervisor, take the equivalent of forty (40) hours off with pay from his regular shifts during his second six (6) months of employment; providing, however, that the receipt of forty (40) hours off with pay is recognized as an advance draw on his vacation entitlement described in Sub-Section 19.01 (a) previous.
- (b)** All Permanent employees who have completed two (2) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of thirteen (13) regularly scheduled twelve (12) hour shifts and four (4) hours regular pay or twenty (20) regularly scheduled eight (8) hour shifts or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed one hundred and sixty (160) hours.
- (c)** All Permanent employees who have completed eight (8) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of sixteen (16) regularly scheduled twelve (12) hour shifts, plus eight (8) hours regular pay or twenty-five (25) regularly scheduled eight (8) hour shifts and/or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed two hundred (200) hours.
- (d)** All Permanent employees who have completed seventeen (17) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of twenty (20) regularly scheduled twelve (12) hour shifts or thirty (30) regularly scheduled eight (8) hour shifts or a combination of twelve (12) hour shifts not to exceed two hundred and forty (240) hours.
- (e)** All Permanent employees who have completed twenty-five (25) years of continuous employment shall be entitled to annual vacation with regular pay to the equivalent of twenty-three (23) regularly scheduled twelve (12) hour shifts, plus four (4) hours regular pay or thirty-five (35) regularly scheduled eight (8) hour shifts and/or a combination of twelve (12) hour shifts and eight (8) hour shifts not to exceed two hundred and eighty (280) hours.

**19.03** In the event that a recognized holiday falls within the annual vacation period of any employee, such period shall be increased by one (1) eight (8) hour shift for each of the holidays so affected.


**19.05** For the Purpose of this Agreement, vacation will be computed in relation to regularly scheduled twelve (12) or eight (8) hour shifts.

#### **ARTICLE 23.00 BEREAVEMENT**

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

#### **SPECIAL NOTES**

1. In the case of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees shall revert to normal hours of work in a day - eight (8) hours - as covered by the Collective Agreement and compensation will be computed on a regular basis.
2. No overtime will be accrued as a result of the change to and from this Compressed Work Week Arrangement.
3. An employee designated on the "Availability Schedule" of the Shift Schedule shall not be eligible for standby pay.
4. It is understood that the eight (8) hour maintenance shift referred to in the amendments to the Collective Agreement actually covers an elapsed time of eight and one-half (8 1/2) hours, of which one-half (1/2) hour shall be the lunch period.
5. Employees on the mandatory Availability Schedule are required to be available to answer call-out requirements for two (2) hours before the start of the shift and for two (2) hours after the start of the shift. Employees shall report to work no later than the start of the shift or one (1) hour after being called out. Employees shall be allowed to arrange mutual coverage with other qualified operators provided prior approval of the Shift Supervisor is obtained. An employee will not be allowed to accept a "mutual coverage" arrangement when he is committed to Availability in the same work period.
6. If during the fifteen (15) week period, a shift schedule change is made at the Company's request which results in any employee working more than an average of forty (40) hours per week, the employee is entitled to the extra hours at overtime rates. If due to the shift schedule change, the employee's working hours do not average forty (40) hours per week in the fifteen (15) week period the Company is entitled to



recover this time in the fifteenth (15th) week of the present shift cycle or recover this time in the next fifteen (15) week cycle.

7. If an employee owes time to the Company from changes in Note 6, but is called out to work on his day off, the time worked is to be paid at overtime rates and not deducted from the time owed.
8. An employee, as a result of working under the twelve (12) hour rotating shift schedule, shall not receive premium rate under more than one provision of the Collective Agreement and/or the above amendments.

33.08 List of demands with retroactivity.

**1. ARTICLE 1.00 TERM OF AGREEMENT**

**1.01** This Agreement shall remain in force and effect from the ( ) day of , A.D. 19 to the ( ) day of , A.D. 19 and from year to year thereafter, unless notification of desire to amend or terminate such Agreement is given in writing by either party not less than one hundred and twenty (120) days and not more than one hundred and fifty (150) days prior to the expiration date, subject, however, to the re-negotiation procedures agreed to by the parties.

**1.02** Should either party wish to negotiate and enter into another Collective Agreement to replace this Agreement they shall, serve notice of their intention upon the other party not more than one hundred and fifty (150) days, nor less than one hundred and twenty (120) days prior to the last day of operation of this Agreement as provided under Clause 1.01 above. The notice served shall list the amendment(s) or alteration(s) of the Collective Agreement they request. Forthwith after the delivery of the proposal, the parties will commence negotiations for a new Collective Agreement. It is understood that the party receiving the proposal for amendment or alteration of the Collective Agreement will forthwith deliver any proposal they may have for amendment or alteration of the Collective Agreement, in a contemporaneous exchange of proposals with the other party.

If a proposal is delivered as provided above and if the parties have not resolved all items in negotiations prior to , 19 , it is agreed that a new Collective Agreement will be concluded that will be effective October 1, 1990 and which Agreement will contain arbitration procedures in the terms as set out in Article 28.00 herein, for the settlement and determination of any of the matters not resolved. The said arbitration settlement will be made during the term of the operation of the new Agreement by the arbitrator or Arbitration Board selected or appointed by the parties.



## **2. ARTICLE 14.00 JOB POSTING**

### **14.05**

**Proposal:** Add provisions to waive the posting process in order to facilitate the following situations:

- a) Re-entry for an employee returning from an approved education leave of absence;
- b) Re-entry for an employee returning from work activities in other corporate business ventures (ie. Frontec, IPG);
- c) Relocation of an employee who accepts a position to a remote/difficult to staff location, for a pre-determined length of time;
- d) For re-deployment purposes when an existing position is no longer required or determined more appropriate location;
- e) For promotion and re-assessment when a position grows or evolves to a higher classification.

## **3. ARTICLE 19.00 ANNUAL VACATIONS**

**19.01 g)** Subject to vacation scheduling under Section 19.02 employees may be permitted to take their earned vacation one (1) day at a time up to a maximum of five (5) days in a calendar year, subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

## **4. ARTICLE 30.00 NORTHERN ALLOWANCES**

**30.03** The Company's Assistance to Temporary employees to alleviate the higher Cost of Living in the Yukon will be \$250.00 per month, plus 2.5% of basic monthly salary.

## **5. ARTICLE 33.00 ISOLATION PAY**

**33.01** Operators at the Aishihik Hydro Plant shall receive isolation pay of fifteen dollars (\$15.00) per day to compensate for the isolation of the plant.

## **6. ARTICLE 34.00 EXCESSIVE INFLATION PROTECTION**

**34.01** In the event there is an increase of more than five (5%) in the consumer price index (C.P.I.) all schedules will be renegotiated.

## **7. ARTICLE 35.00 EMPLOYEE RELATIONS COUNCIL**

**Proposal:** That the Company and the Association would agree to the establishment of an Employee Relations Council (ERC) made up of equal representatives appointed by the Company and Association.

The ERC will discuss and make recommendations to the Association and the Company on matters relating to technological change, employee relations matters, and contract application issues.

**Intent:** - Creates a standing committee to resolve issues.

## **8. APPENDIX "D"**

**AGREEMENT BETWEEN THE ASSOCIATION AND COMPANIES: YUKON ELECTRIC EMPLOYEES ASSOCIATION, NORTHLAND UTILITIES EMPLOYEES' ASSOCIATION, THE YUKON ELECTRICAL COMPANY LTD., NORTHLAND UTILITIES (NWT) LIMITED, ALBERTA POWER LTD. AND ALBERTA EMPLOYEES ASSOCIATION.**


### **INTERPRETATION**

The Corporation is committed to the development of employees from within. To do this, for all job postings, the Corporation will hire, through the posting procedure, from within the bargaining units, (Alberta Power Limited, Yukon Electrical Company Limited, and Northland Utilities Limited) provided a suitable candidate meets the minimum job requirements and if a suitable candidate cannot be hired from within the bargaining units, the Corporation will then have the right to hire from external applicants.

### **CONDITIONS**

Such interpretation and application will be subject to the following conditions:

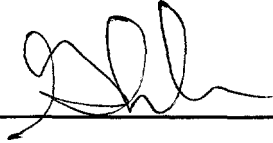
- (a)** Northland Utilities and its Employee Association(s) as well as Yukon Electrical and its Employee Association(s) must enter into similar agreements before this agreement comes into effect.
- (b)** There will be no right of grievance to an outside applicant to the bargaining unit of the Company of which he is not a member.
- (c)** Alberta Power Limited cannot appoint a member of the Alberta Power Employees' Association to a position not governed by the APL and APEA Collective Agreement in force from time to time.

- 
- (d) In the event the size of any of the affected bargaining units increases by more than 50% in membership, then this agreement may be reviewed or terminated upon 30 days notice in writing by APL or APEA to each other.
  - (e) This agreement shall not continue in force and effect beyond December 31, 1992 without the mutual consent of both parties.

This agreement becomes effective as at December 31, 1990 as all conditions have been met.

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



\_\_\_\_\_  
Vice President &  
General Manger

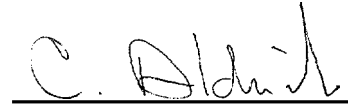
YUKON ELECTRIC  
EMPLOYEES' ASSOCIATION



\_\_\_\_\_  
President



\_\_\_\_\_  
Assistant Secretary



\_\_\_\_\_  
Vice President