

AGREEMENT

between

**THE YUKON ELECTRICAL
COMPANY LIMITED**

and

**THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION**

1999 - 2001

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AGREEMENT

THIS AGREEMENT made as of the first (1st) day of January A.D. 1999.

BETWEEN:

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

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

AND

Whereas by Certificate dated the 23rd day of December A.D., 1974 and issued by the Canada Labour Relations Board of the Yukon (hereinafter called "The Board"), and made pursuant to the provisions of the Canada Labour Code, the Association has been certified as bargaining agent for the unit of employees of the Company comprising: "All employees of 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, it's 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 the employee and the Association involvement along with Management in all aspects of Health and Safety programs affecting them. In particular the participation on Health and Safety Committees and in Accident and Unsafe Incident Investigations.

NOW ~~THIS~~ AGREEMENT WITNESSETH:

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This Agreement remains in force from January 01, 1999 to December 31, 2001 and from year to year thereafter, unless notice of amendment or termination is given as required in Clause 1.02.
- 1.02 If either the Company or the Association wishes to amend or terminate this Agreement, it must give the other party notice between August 07, 2001 and September 05, 2001.
- 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 06, 2001. The parties will then undertake negotiations for a new Agreement.
- 1.04 If either party has not resolved all issues through negotiations by September 26, 2001, a new Collective Agreement will be concluded and will become effective October 01, 2001. That Agreement will contain the following items:
- (a) the previous Collective Agreement with amendments to the extent agreed upon in negotiations;
 - (b) list, prepared by each party, of all unresolved matters, indicating those items which either party wishes to have retroactive; and
 - (c) an article identical to Article 28.00 of this Agreement.

That Agreement will then be settled by the arbitration board selected or appointed under Article 28.00 for resolution of the unresolved issues and requests.

- 1.05 Until the arbitration board makes its award, the terms and conditions of the Agreement reached under Clause 1.04 (a) and (c) will be in force.

ARTICLE 2.00 APPLICATION

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

ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES

- 3.01 All employees covered by this Collective Agreement shall fall into the following categories: Permanent, Permanent Part Time, Probationary, Seasonal, Temporary.
- 3.02 A Permanent Employee shall be an employee who has been appointed by written notice to a permanently established position on the completion of a maximum six (6) month probationary period (the "Probationary Period"). The appointment to Permanent status will be effective on the first ~~(1st)~~ of the month following successful completion of the Probationary Period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of appointment.

Permanent Part time Employee

- 3.03 A Permanent Part Time Employee shall be an employee who has been appointed, by written notice, to a Permanent Part Time established position on the completion of a maximum of six (6) month probationary period (the "Probationary Period"). Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of the appointment.

Probationary Employee

3.04 A Probationary Employee shall be either:

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

Temporary Employee

- 3.05** A Temporary Employee shall be an employee who is engaged full time or part time for a Special Project or for work which is not of a permanent or continuing nature and further whose employment will be terminated on the completion of such work. A Temporary position other than utilization within a special project shall not utilize a number of man hours in excess of forty (40) per cent limitation as previously mentioned however, would be restricted by the term of the project. This category of employee shall not be utilized so as to displace any Permanent Employee or position or diminish the regular hours of work of any Permanent Employee. The Company undertakes to notify the Association in writing of the name of the employees hired in this category and in the case of an employee hired for a special project, the expected duration of the special project.

Casual Employee

- 3.06** It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement. A Casual Employee is defined as an employee who does not work more than thirty-two (32) days within any three (3) calendar month period, and all employees performing janitorial work in district offices.
- 3.07** The Company undertakes to notify the Association in writing of the name, wage rate and wage rate and category of employee(s) when hired.

Seasonal Employee

- 3.08** A Seasonal Employee shall be 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.

ARTICLE 4.00 RECOGNITION

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

ARTICLE 5.00 DISCRIMINATION

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

ARTICLE 6.00 RIGHTS OF MANAGEMENT

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

ARTICLE 7.00 GRIEVANCE PROCEDURE

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

Facilitation

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

Discussions

- 7.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with:
- (a) the selecting supervisor, if the disagreement relates to a Career Posting; or
- (b) his most immediate supervisor, who is not a member of the bargaining unit, in any other case.

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

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

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

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

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

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

Representation

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

Calculation of Time

- 7.08** Whenever a time limit is imposed in this article, the following rules apply:
- (a) Saturdays, Sundays and holidays will not be included in calculating time.
 - (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.

Step 1

7.09 The employee will put the grievance in writing.

7.10 The grievance will include:

- (a) the nature of the grievance;
 - (b) the date of the occurrence;
 - (c) the circumstances out of which the grievance arose;
 - (d) the requested remedy;
 - (e) the article, or articles, of the Agreement claimed to have been violated or infringed upon; and
 - (9)** the signature of the employee(s) submitting the grievance.
- 7.11 (a)** Where the grievance results from a Career Posting, the grievance will be sent to the selecting supervisor and his manager within five (5) Days of the employee being given written reason for his not being selected for the position unless the time for filing of a grievance has been extended pursuant to Clause **7.04 (a)**, where in the time for sending the grievance will be extended to 10 days.

- (b) In any other case, the grievance will be given to the employee's supervisor's manager within fifteen (15) Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

7.12 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 15 (Career Posting), the supervisor who made the decision shall attend.

7.13 Within six (6) Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's decision shall be in writing and given to the employee and the Association.

7.14 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

Step 2

7.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice.

7.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request of a Grievance Committee. In such case, the grievance shall be in writing and include:

- (a) the nature of the grievance;
- (b) the date of the occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the Clause or Clauses of this Agreement which, it is claimed, have been violated or infringed upon; and
- (9) the signature of the employee(s) submitting the grievance.

7.17 The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under Clause 7.15. The other party will respond with the names of its nominees in writing within five (5) Days of receiving the notice.

7.18 The employee initiating the grievance, his supervisor and his supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Career Posting, the selection supervisor and his manager are also ineligible to sit as a member of the Grievance Committee.

7.19 The grievance committee shall appoint one of its members to be its chairperson and the person so appointed will retain the right to vote.

7.20 The written grievance will be presented to the Grievance Committee within five (5) Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee being dismissed, the grievance will be presented within ten (10) Days of the grievance being filed.

7.21 Within ten (10) Days of receiving the grievance, the Grievance Committee will issue a written report;

(a) upholding the grievance;

(b) denying it; or

(c) reporting that it is unable to reach a majority decision.

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

7.22 A majority decision of the Grievance Committee is binding upon both parties.

7.23 If the Grievance Committee reports it is unable to reach a majority decision the grievance may proceed to Step 3.

Step 3

7.24 The Association or the Company shall submit the grievance to the Company's President.

7.25 The grievance shall be submitted, in writing, within six (6) Days of the Grievance Committee's report.

7.26 Within six (6) Days of receiving the grievance, the President or a designate will uphold or deny the grievance and notify the Association, in writing, of the decision.

7.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

7.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six (6) Days of Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominees to the arbitration board.

7.29 Within seven (7) Days of receiving this notice, the parties receiving the notice shall name its nominee to the arbitration board and notify the other party.

7.30 Within seven (7) Days of the appointment of the second nominee, the two nominees will select a chairperson of the arbitration board. If such agreement cannot be reached in that time, The nominees will request The Minister of Labour for the Government of Canada to appoint a chairperson.

7.31 The arbitration board will meet within twenty-one (21) Days of the chairperson's appointment and hear such evidence as the parties may wish to present to assure full and fair hearing.

- 7.32 The board will make every reasonable effort to render its decision, in writing, within thirty (30) calendar days of its hearing.
- 7.33 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 7.34 The board's decision shall not alter, amend, add to or change the terms of this Agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 7.35 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 7.36 In grievances concerning discharge or suspension, the board's jurisdiction is limited to determining whether there was just cause for the discipline. If it finds there was just cause, it shall not have the jurisdiction to review the penalty imposed. If it finds that there was not just cause for discipline, it may reinstate the employee involved and to declare that he is entitled to such reinstatement or redress as the board considers appropriate.
- 7.37 The parties will pay the expenses of their nominee. The expenses of the chairman shall be shared equally by the parties.

Policy Grievances

- 7.38 Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this Agreement.
- 7.39 A party initiating a policy grievance shall, within fifteen (15) Days of the act giving rise to the grievance, give notice to the other party, setting out:
- (a) the nature of the grievance;
 - (b) the date of the occurrence;
 - (c) the circumstances out of which the grievance arose;

- (d) the requested remedy;
- (e) the article, or articles, of the Agreement claimed to have been violated or infringed upon; and
- (9) the signature of the authorized official of the party initiating the grievance.

7.40 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of Clause 7.08 and Clauses 7.17 to 7.37 inclusive shall apply to the processing of such grievance.

ARTICLE 8.00 CONTINUITY OF SERVICE

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

ARTICLE 9.00 ASSOCIATION DUES

9.01 All employees now members of the Association, and all employees eligible to become members of the Association, shall, as a condition of employment pay semi-monthly to the Association, monies equal to the dues as established from time to time in accordance with the Constitution and Bylaws of the Association. Such dues shall be deducted semi-monthly by the Company from the employee's pay and remitted to the Association at the end of the month following the deduction. The payment of dues does not require the employee to become a member.

9.02 The Company shall provide the Association with a printout, monthly, containing the following specifics:

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

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

ARTICLE 10.00 WAGE SCHEDULES, NOTES AND APPENDICES

10.01 The provisions set forth in Wage Schedules 50, 52, 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 Collective Agreement or addendum as officially agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.

ARTICLE 11.00 NOTICES

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

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

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

- 11.02 Each party may, from time to time, designate some other representative to be the person upon whom such notices are to be personally served, in lieu of the representatives theretofore so designated and/or from time to time, may change its address for service hereunder, in all instances by serving the other party, in the manner herein before prescribed, with written notice to that effect.
- 11.03 Each notice mailed as aforesaid shall be deemed to have been received and the particular notice given, upon the expiration of five (5) clear days excluding Saturdays, Sundays and holidays next following the date of such mailing.

ARTICLE 12.00 HEADINGS

- 12.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any portion herein, nor shall the same be deemed to qualify, modify or explain the effects of any such term, condition or provision.
- 12.02 Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.

ARTICLE 13.00 JOB CLASSIFICATION

- 13.01 (a) 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 process. Use of the terminology “evaluations, re-evaluations and job assessments process’s” applies to all job classifications contained in the wage schedules.

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

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

- (d) Should any dispute arise between the Company and the Association regarding the evaluation and setting the wage rate of a new **job** classification or the evaluation of an existing job classification, such dispute shall be settled by adopting the following procedure:

A Committee of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Company and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Committee's appointment. In the event that the dispute remains unresolved, the following method of settlement shall be adopted:

The Company and the Association shall submit the dispute jointly to two (2) appointees qualified in wage determination and administration, one (1) appointed by the Company and the other by the Association. Such appointees shall meet and hear all pertinent

matters and render a decision within fourteen (14) days of their first meeting.

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

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

- 13.03**
- (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 **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 **90** days. The Human Resources Department will confirm those changes to the job description by notice to the employee, in writing, within **45** days of receiving notice from the supervisor

ARTICLE 14.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM

- 14.01 A Permanent or Probationary employee temporarily assigned in writing for a period of more than two (2) 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.
- 14.02 In any event that an employee is retained in the temporary assignment for more than one (1) year, his wage shall be administered in the range of the new classification.

ARTICLE 15.00 CAREER POSTING, CAREER NOTICE and CAREER PROGRESSION

- 15.01 (a) When a permanent position, within the scope of the Collective Agreement, becomes vacant or a new position is created, a Career Posting or Career Notice outlining details of the vacancy will be posted on Company bulletin boards for ten (10) working days except as stated in Article 15.06, 15.07, and 15.10.
- (b) All Career Postings and Notices shall contain hiring criteria including educational and/or experience and related skill areas.
- (c) A copy of each Career Posting and Notice will be directed to the Association.
- (d) Career Notices shall be for those positions contained in Appendix A and will be posted within the Company for information purposes only. The Company is not obligated to hire from within the bargaining unit and may select external applicants. For the purposes of sequence [15.01 (h)], these positions will only be considered as part of a

sequence should an internal applicant be awarded the position, creating a vacant Career Posting.

- (e) Career Postings shall be for those positions not specifically listed in Appendix A, or otherwise specifically excluded within Article 15.00.
- (9) All employees have the privilege of applying to posted positions. While first consideration will be given applicants who are members of the bargaining unit, the Company reserves the right to fill vacancies from outside the bargaining unit and as defined in Appendix C (Letter of Understanding: Job Postings).
- (g) Applicants will receive a personal written reply to their application.
- (h) No more than two (2) Career Postings shall be required in any one sequence. After the second vacancy in a sequence has been filled the third vacancy created by the second posting shall not require posting. This third vacancy may be filled at the company's discretion, utilizing for example the options to fill as an internal career development or external placement. Should the Company choose to post the third vacancy, the Career Posting procedures and obligations will apply and will be considered the first in the new sequence.

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

15.03 When making promotions and/or transfers, the above outlined procedures and criteria of selection shall apply and when the overall assessment based on the above stated factors is equal for two (2) or more of the applicants, the applicant with the most seniority with the Company shall be

selected for the posting. An unsuccessful internal applicant shall be given a written reason for not being selected. All applicants will receive a personal written reply to their applications.

- 15.04** Unless the date of transfer is specified on the Career Posting, the successful applicant shall be transferred to his new position within four (4) weeks of being notified by the Company of his selection. Should there be good and sufficient reason why the transfer to the new position cannot be made within the four (4) week period, the employee shall be notified in writing as to the reasons therefore and be given a specific date prior to or at which the transfer shall be made.
- 15.05** No posting is required if a job has been re-assessed or re-evaluated to a higher class, if the person who held the job before the re-assessment or re-evaluation remains in the job.
- 15.06** When an employee assumes a job in a remote and difficult to fill position and has been assured a time certain rotation, the employee 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 Yukon Electrical Employees' Association while on leave.
- 15.08** In the case of Articles **15.06** and **15.07**, the Company will inform the Association in advance of the application of these Clauses.
- 15.09** When an employee wishes to appeal a decision under Article 15.00, 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.

ARTICLE 16.00 HOURS OF WORK AND OVERTIME

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

16.01 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 ERC. 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 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.
- (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 Sub-section 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 day (ten (10) hours in the application of Sub-Section 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 19.00 of this Agreement.
- (9) Time required for travel outside regular working hours between headquarters and the temporary **job** headquarters shall be paid for at applicable overtime rates.
- (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.

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 article guarantees an employee that a supervisor will approve any request to take time off.
- (c) In any year, an employee may bank overtime pay to a maximum of five (5) working days. Working day is defined as the employees normal scheduled work day.
- (d) An employee may take time off and be paid out of his banked overtime by mutual Agreement with his supervisor. An employee shall make a request at least six (6) working days prior to the first day he wishes to take off. Request should be made only when no overtime will result and that scheduled vacations will not be affected for them or other employees. The supervisor shall approve or reject the request as soon as possible, but at least three (3) working days prior to the first day the employee wishes to take off.

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

16.03 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 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 Collective Agreement, except as provided by Section **18.03**, shall receive a regular day's pay for the recognized holidays listed below:

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

18.02 Notwithstanding the above, should an additional statutory holiday be declared or proclaimed by the Canadian or Yukon governments, it shall replace the day designated for the celebration of the Yukon Sourdough Rendezvous. Should a new, non-statutory holiday be established, the parties will meet to decide on a course of action to amend **18.01**, holiday list.

18.03 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.

- 18.04 In the event of work being scheduled on such holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the holiday.
- 18.05 Should one of the recognized holidays for 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 fall 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' annual vacation with regular pay.
- (i) In the particular case of a new Permanent, Permanent Part Time or Probationary employee who has completed six (6) months of continuous employment he may, with the permission of his supervisor, take up to, two (2) weeks vacation with pay in his second six (6) months of employment, providing however that the receipt of the vacation days with pay is recognized as an advance draw on his vacation entitlement described in Sub-Section 19.01(a) previous.
- (b) All Permanent Employees who have completed eight (8) years of continuous employment shall be entitled to five (5) weeks' annual vacation with regular pay.
- (c) All Permanent Employees who have completed seventeen (17) years of continuous employment shall be entitled to six (6) weeks' annual vacation with regular pay.
- (d) All Permanent Employees who have completed twenty-five (25) years of continuous employment

shall be entitled to seven (7) weeks' of annual vacation with regular pay.

- (e) Subject to vacation scheduling under Section **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.

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 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 hundred and fifty (250) kilometers outside of Whitehorse or Watson Lake districts and who proceed on annual vacation shall be allowed two (2) days of paid travel time annually for allowable trips reimbursable pursuant to Article 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 On the production of receipts or on a per meal or per diem, rate of mutually agreed between the supervisor and the employee, employees will be reimbursed the cost of reasonable meals when working away from home.

(a) If an employee is required to bring a lunch in order to work away from his home base and returns the same day will on the production of a receipt be reimbursed for lunch or a per diem of six dollars and fifty cents (\$6.50).

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 (\$6.00) per night for all nights away from home.

ARTICLE 21.00 STANDBY

21.01 Employees who are requested to standby shall receive for such standby duties, twenty dollars (\$20.00) and the standby for each scheduled day of rest and recognized holiday shall be forty eight dollars (\$48.00). In addition such employee shall be paid the applicable rate for work performed, subject to Article 17.00.

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 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 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 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) calendar days.

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

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 PARENTAL LEAVE AND ADOPTION LEAVE

24.01 In the event of a birth or adoption of a child, Permanent and Permanent Part Time employees are entitled to unpaid parental leave for a maximum of twenty-six (26) weeks. The leave will be unpaid, except for any period during which the employee qualifies for sickness or disability payments.

24.02 An employee wishing to take parental leave may begin the leave upon two weeks' written notice to the supervisor. This requirement is waived in the event a baby is born prematurely, and the employee could not reasonably provide two weeks' notice.

24.03 An employee who wishes to resume employment after parental leave shall give the Company two weeks' written notice. The Company will then:

- (a) reinstate the employee in the position occupied at the time parental leave began; or
- (b) provide the employee with alternate work of a comparable nature, at not less than the same wage and other benefits that had accrued to the employee to the date on which parental leave began.

24.04 Where a pregnancy of an employee interferes with the performance of her duties, the Company may, by notice in writing to the employee, require her to begin parental leave. This Clause may not be used if the employee is absent from work for medical reasons, certified by a physician.

- (a) When an employee adopts an infant under the age of three years, the employee shall be entitled to take leave of absence without pay for a maximum of twenty-six (26) weeks immediately following the adoption.
- (b) The employee will notify the Company of their intention to adopt and indicate that they intend to take parental leave under this Clause.
- (c) When the adoption is finalized, the employee may begin parental leave after giving the Company as much notice as is possible under the circumstances.

24.05 A male employee who chooses not to take parental leave is entitled to one day off with pay when his child is born or adopted, providing the employee is scheduled to work on the day of the birth or adoption.

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 Vice President or General Manager and the management of the Department in which the layoff or termination is to occur.
- (b) In the event a reduction in staff is required as a result of re-organization, automation, equipment changes or changes in methods of operation, the Company will attempt to provide alternate employment opportunities in the Company, within the Yukon. The Company and the Association will work together to attempt to achieve the alternate job placement.
- (c) The Company will consider retraining or development as an alternative to reduction of staff, when a vacancy exists and the employee demonstrates the ability and aptitude to meet the new job requirements.
- (d) In the event of a reduction in staff the factors which shall be considered are: Related ability, education, performance, and length of service. These factors are not listed in order of priority.

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 rehire on a last out-first in basis. To be eligible, the employee affected by the staff reduction shall subsequently advise the Company of any change in address. The Company will contact an eligible former employee by double registered mail and the former employee must acknowledge receipt of the Company correspondence within seven (7) calendar days of

the date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) calendar days of the date of receipt of the Company correspondence.

- (b) When re-hired the employee will be credited with their length of service and benefits under the collective 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 Collective 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 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.
- 27.03 The 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 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 Section 27.07 shall be effective until altered, amended, changed or deleted by the decision of the Board and those items listed under Section 27.08 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.
- 27.06 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.
- 27.07 The parties are directed to those requests etc. which have not been resolved and which have been proposed to not have a retroactive application.
- 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 HOURLY RATE

- 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 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 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.

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 Northern Allowance Article 29.00.

(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 - \$800.00
- (ii) Watson Lake, Beaver Creek - \$1,600.00

- 30.02 Permanent Part time employees shall receive a prorated Location Allowance on provisions in Clause's 30.01 (a) and (b) on the basis of total hours to be worked in the year divided by the total regular hours for the Job Classification.
- 30.03 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 designated Location Allowance for the total time worked.

ARTICLE 31.00 VACATION TRAVEL EXPENSES

- 31.01 The Company supports the need for employees and their families to take annual vacations and in recognition of the northern travel costs has established the following provisions. In application of these provisions, conditions not specifically detailed herein shall be established by the Company's Health and Benefit policies. Examples of such applications are "dependent children status" and "spousal designation".
- 31.02 Only when claimed, the employee is entitled to reimbursement for travel expenses once per calendar year after completion of twelve months employment with the Company.
- 31.03 The Company shall reimburse the employee for the cost of return airfare to Edmonton for the employee and, if applicable, the employee's family over the age of two (2) years.

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

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

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

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

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

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

31.06 Where for any reason an employee's employment with the companies terminates prior to the completion of any full year, 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 employee will be responsible for retaining receipts for income tax purposes.

31.08 Permanent Part Time Employees

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

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

32.01 The parties agree to establish a standing Employee Relations 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 Employee Relations Council by acknowledging the employee's efforts in their performance evaluation.

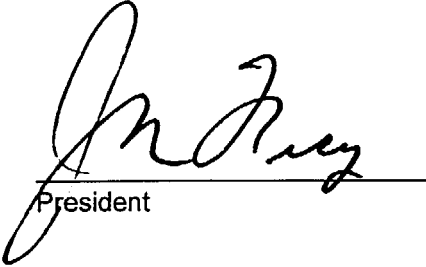
ARTICLE 33.00 CONTRACT LABOUR

- 33.01 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.

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**

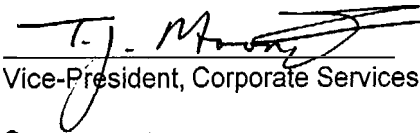
**THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION**




President



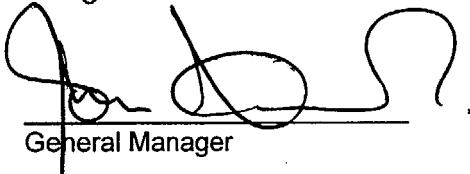
President



Vice-President, Corporate Services



Secretary



General Manager

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 50
General Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1999</u>	<u>Increment</u>
500000	Clerk I	\$1665-2265 (\$9.57-13.02)	\$150 (\$.86)
500100	Clerk II	1924-2556 (11.06-14.69)	158 (.91)
500200	Clerk III	2566-3046	160
500203	Stenographer	(14.75-17.51)	(.92)
500300	Clerk IV	2742-3382	160
500301	Senior Stenographer	(15.76-19.44)	(.92)
500400	Clerk V	3060-3700	160
500401	Secretary	(17.59-21.26)	(.92)
500500	Clerk VI	3362-4026 (19.32-23.14)	166 (.95)
500600	Clerk VII	3575-4287 (20.55-24.64)	178 (1.02)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 52

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan, 1, 1999</u>	<u>Increment</u>
520000	Draftsperson-Entry Level	\$2596-2959	\$121
521000	Engineering Assistant - Entry Level	(\$14.92-17.01)	(\$.70)
520100	Draftsperson I	2756-3541	*157
521100	Engineering Assistant I	(15.84-20.35)	(.90)
520500	Draftsperson II	3693-4365	*168
521300	Engineering Assistant II	(21.22-25.09)	(.97)
520900	Draftsperson III	4183-4983	200
521500	Engineering Assistant III	(24.04-28.64)	(1.15)

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

SCHEDULE 53
Customer Service Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1999</u>	<u>Increment</u>
530300	Customer Service Representative	\$3206-4011) (18.43-23.05)	*\$161 (\$93)

- (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**

Job Group Code(s)	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 1999							
		543001 <u>1-1</u>	543002 <u>1-2</u>	543003 <u>2-1</u>	543004 <u>2-2</u>	543005 <u>3-1</u>	543006 <u>3-2</u>	543007 <u>4-1</u>	543008 <u>4-2</u>
543001 -543008	Power Lineman	2550 (14.66)	2770 (15.92)	2989 (17.18)	3208 (18.44)	3428 (19.70)	3647 (20.96)	3866 (22.22)	4086 (23.48)

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1999</u>	<u>Increment</u>
556100	Power Lineman Journeyman I	\$4305 (\$24.74)	
556200	Power Lineman Journeyman II	4525 (26.01)	
556300	Power Lineman Journeyman III	4793 (27.55)	
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558100	Lead Lineman	\$4444-5110 (\$25.54-29.37)	\$222 (\$1.28)
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THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 56
Non-Office Jobs**

Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1999</u>	<u>Increment</u>
566100	Maintenance Man I	\$1979-3239 (\$11.37-18.61)	*\$252 (\$1.45)
566300	Maintenance Man II	3246-4002 (18.66-23.00)	*252 (1.45)
566500	Maintenance Man III	4010-4514 (23.05-25.94)	*252 (1.45)
566501	Maintenance Man III (Flat Rate)	4763 (27.37)	
566700	Lead Maintenance Man	4939 (28.39)	

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1999</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$2259-3106 (\$12.98-17.85)	*\$121 (\$.70)
570300	Senior Warehouseman	2985-3469 (17.16-19.94)	*121 (.70)
570500	Stockkeeper	3091-3841 (17.76-22.07)	150 (.86)
572100	Meter Reader	2193-3229 (12.60-18.56)	*148 (.85)
573000	Equipment Operator Entry Level	2343-3243 (13.47-18.64)	*150 (.86)
573100	Equipment Operator	3252-3929 (18.69-22.58)	*150 (.86)

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	Wage Range Effective	<u>Increment</u>
		<u>Jan. 1, 1999</u>	
585100	Technologist Assistant	\$2526-3716 (\$14.52-21.36)	*\$238 (1.37)
585300	Technologist I	3476-4904 (19.98-28.18)	*238 (1.37)
585500	Technologist II	4597-5215 (26.42-29.97)	206 (1.18)
586100	Diesel/Turbine Operator - Entry Level	2123-3359 (12.20-19.30)	*206 (1.18)
586300	Diesel/Turbine Operator I	3158-3982 (18.15-22.89) 3982-4188 (22.89-24.07)	*206 (1.18) 206 (1.18)
586700	Diesel/Turbine Operator II	3367-3985 (19.35-22.90) 3985-4603 (22.90-26.45)	*206 (1.18)

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

THE YUKON ELECTRICAL COMPANY LIMITED

**SCHEDULE 50
General Office Jobs
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective</u>	
		<u>Jan. ■ 2000</u>	<u>increment</u>
500000	Clerk I	\$1707-2323 (\$9.81-13.35)	\$154 (\$.89)
500100	Clerk II	1972-2620 (11.33-15.06)	162 (.93)
500200	Clerk III	2630-3122	164
500203	Stenographer	(15.11-17.94)	(.94)
500300	Clerk IV	2811-3467	164
500301	Senior Stenographer	(16.16-19.93)	(.94)
500400	Clerk V	3137-3793	164
500401	Secretary	(18.03-21.80)	(.94)
500500	Clerk VI	3447-4127 (19.81-23.72)	170 (.98)
500600	Clerk VII	3665-4393 (21.06-25.25)	182 (1.05)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 52

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

Job Class Number	Job Title	Wage Range Effective	
		Jan. 1, 2000	Increment
520000	Draftsperson-Entry Level	\$2661-3033	\$124
521000	EngineeringAssistant - Entry Level	(\$15.29-17.43)	(\$.71)
520100	Draftsperson I	2825-3630	*161
521100	EngineeringAssistant I	(16.24-20.86)	(.93)
520500	Draftsperson II	3786-4474	*172
521300	EngineeringAssistant II	(21.76-25.71)	(.99)
520900	DraftspersonIII	4288-5108	205
521500	EngineeringAssistant III	(24.64-29.36)	(1.18)

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

SCHEDULE 53
Customer Service Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2000</u>	<u>Increment</u>
530300	Customer Service Representative	\$3286-4111 (\$18.89-23.63)	*\$165 (\$.95)

- (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**

Job Group Code(s)	Apprentice Journeyman Ticket Title	Trainincl Term/Wage Range Effective January 1, 2000							
		543001 <u>1-1</u>	543002 <u>1-2</u>	543003 <u>2-1</u>	543004 <u>2-2</u>	543005 <u>3-1</u>	543006 <u>3-2</u>	543007 <u>4-1</u>	543008 <u>4-2</u>
543001 -543008	Power Lineman	2614 (15.02)	2839 (16.32)	3064 (17.61)	3288 (18.90)	3514 (20.20)	3738 (21.48)	3963 (22.78)	4188 (24.07)

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2000</u>	<u>Increment</u>
556100	Power Lineman Journeyman I	\$4413 (\$25.36)	
556200	Power Lineman Journeyman II	4638 (26.66)	
556300	Power Lineman Journeyman III	4913 (28.24)	
558100	Lead Lineman	4555-5239 (26.18-30.11)	228 (B1)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 56
Non-Office Jobs

Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2000</u>	<u>Increment</u>
566100	Maintenance Man I	\$2029-3319 (\$11.66-19.07)	*\$258 (\$1.48)
566300	Maintenance Man II	3328-4102 (19.13-23.57)	*258 (1.48)
566500	Maintenance Man III	4111-4627 (23.63-26.59)	*258 (1.48)
566501	Maintenance Man III (Flat Rate)	4882 (28.06)	
566700	Lead Maintenance Man	5062 (29.09)	

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2000</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$2316-3184 (\$13.31-18.30)	*\$124 (\$.71)
570300	Senior Warehouseman	3060-3556 (15.59-20.44)	*124 (.71)
570500	Stockkeeper	3168-3938 (18.21-22.63)	154 (.89)
572100	Meter Reader	2247-3311 (12.91-19.03)	*152 (.87)
573000	Equipment Operator Entry Level	2401-3325 (13.80-19.11)	*154 (.89)
573100	Equipment Operator	3333-4028 (19.16-23.15)	*154 (.89)

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 2000</u>	<u>Increment</u>
585100	Technologist Assistant	\$2589-3809 (\$14.88-21.89)	*\$244 (\$1.40)
585300	Technologist I	3563-5027 (20.48-28.89)	*244 (1.40)
585500	Technologist II	4712-5345 (27.08-30.72)	211 (1.41)
586100	Diesel/Turbine Operator - Entry Level	2177-3443 (12.51-19.79)	*211 (1.11)
586300	Diesel/Turbine Operator I	3238-4082 (18.61-23.46) 4082-4293 (23.46-24.67)	*211 (1.2.1)
586700	Diesel/Turbine Operator II	3452-4085 (19.84-23.48) 4085-4718 (23.48-27.11)	*211 (1.11)

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

(2) Job title Technologists in Job Group codes 585100, 585300 and 585500 shall include all recognized technologies (e.g. Civil, Electrical, Engineering, Chemical, Communications)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 50
General Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2001</u>	<u>Increment</u>
500000	Clerk I	\$1750-2382 (\$10.06-13.69)	\$158 (\$.91)
500100	Clerk II	2022-2686 (11.62-15.44)	166 (.95)
500200	Clerk III	2696-3200	168
500203	Stenographer	(15.49-18.39)	(.97)
500300	Clerk IV	2882-3554	168
500301	Senior Stenographer	(16.56-20.43)	(.97)
500400	Clerk V	3216-3888	168
500401	Secretary	(18.48-22.34)	(.97)
500500	Clerk VI	3534-4230 (20.31-24.31)	174 (1.00)
500600	Clerk VII	3756-4504 (21.59-25.89)	187 (1.07)

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 52

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

Job Class Number	Job Title	Wage Range	Increment
		Effective Jan. 1, 2001	
520000	Draftsperson-Entry Level	\$2728-3109	\$127
521000	Engineering Assistant - Entry Level	(\$15.68-17.87)	(\$.73)
520100	Draftsperson I	2896-3721	*165
521100	Engineering Assistant I	(16.64-21.39)	(.95)
520500	Draftsperson II	3882-4586	*176
521300	Engineering Assistant II	(22.31-26.36)	(1.01)
520900	Draftsperson III	4396-5236	210
521500	Engineering Assistant III	(25.26-30.09)	(1.21)

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

SCHEDULE 53
Customer Service Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2001</u>	<u>Increment</u>
530300	Customer Service Representative	\$3369-4214 (\$19.36-24.22)	*\$169 (\$.97)

(D) 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**

<u>Job Group Code(s)</u>	Apprentice Journeyman <u>Ticket Title</u>	<u>Training Term/Wage Range Effective January 1, 2001</u>							
		543001	543002	543003	543004	543005	543006	543007	543008
		<u>1-1</u>	<u>1-2</u>	<u>2-1</u>	<u>2-2</u>	<u>3-1</u>	<u>3-2</u>	<u>4-1</u>	<u>4-2</u>
543001 -543008	Power Lineman	2679 (15.40)	2910 (16.72)	3141 (18.05)	3370 (19.37)	3602 (20.70)	3831 (22.02)	4062 (23.34)	4293 (24.67)

- (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 Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 2001</u>	<u>Increment</u>
556100	Power Lineman Journeyman I	\$4523 (\$25.99)	
556200	Power Lineman Journeyman II	4754 (27.32)	
556300	Power Lineman Journeyman III	5036 (28.94)	
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558100	Lead Lineman	\$4669-5371 (\$26.83- 30.87)	\$234 (\$1.34)
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THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 56

Non-Office Jobs

Minimum Monthly (Hourly) Wage Ranges

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2001</u>	<u>Increment</u>
566100	Maintenance Man I	\$2081-3401 (\$11.96-19.55)	*\$264 (\$1.52)
566300	Maintenance Man II	3412-4204 (19.61-24.16)	*264 (1.52)
566500	Maintenance Man III	4215-4743 (24.22-27.26)	*264 (1.52)
566501	Maintenance Man III (Fiat Rate)	5004 (28.76)	
566700	Lead Maintenance Man	5189 (29.82)	

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2001</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$2375-3264 (\$13.65-18.76)	*\$127 (\$.73)
570300	Senior Warehouseman	3137-3645 (18.03-20.95)	*127 (.73)
570500	Stockkeeper	3247-4037 (18.66-23.20)	158 (.91)
572100	Meter Reader	2303-3395 (13.24-19.51)	*156 (.90)
573000	Equipment Operator Entry Level	2461-3409 (14.14-19.59)	*158 (.91)
573100	Equipment Operator	3416-4129 (19.63-23.73)	*158 (.91)

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

THE YUKON ELECTRICAL COMPANY LIMITED

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

<u>Job Class Number</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2001</u>	<u>Increment</u>
585100	Technologist Assistant	\$2654-3904 (\$15.25-22.44)	*\$250 (\$1.44)
585300	Technologist I	3653-5153 (20.99-29.61)	*250 (1.44)
585500	Technologist II	4831-5479 (27.76-31.49)	216 (1.24)
586100	Diesel/Turbine Operator - Entry Level	2232-3528 (12.83-20.28)	*216 (1.24)
586300	Diesel/Turbine Operator I	3320-4184 (19.08-24.05) 4184-4400 (24.05-25.29)	*216 (1.24)
586700	Diesel/Turbine Operator II	3539-4187 (20.34-24.06) 4187-4835 (24.06-27.79)	*216 (1.24)

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

THE YUKON ELECTRICAL COMPANY LIMITED

Notes Applying to: Wage Schedules #50, 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 #54, 55, 56 and 58.

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

A new employee on the first (1st) of the month following successful completion of the Probationary Period will be advanced one increment in the wage range as applicable. At the date of the first increment review (January 1st or alternatively July 1st) following the employee's appointment to Permanent Staff the increment adjustment as applicable shall be retroactive to the date of appointment to Permanent Staff by applying 1/12 or 1/6 of the increment per month subject to annual or semi-annual review respectively as indicated by the schedule. Increments for a new employee shall be subject to the requirements of a) and b) above.
2. When promotion occurs, the employee concerned shall be Placed in that position within the new range which reflects an increase in wage which shall be no less than one increment in the range from which he was promoted. This will not apply in the case of progression jobs.
3. If an employee is accepted under a posting for a lower level job or is transferred at his own request, he will be paid at an appropriate level within the wage range for such job.

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

THE YUKON ELECTRICAL COMPANY LIMITED
APPENDIX A
ENTRY LEVEL JOBS

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

PROGRESSION FROM	PROGRESSION TO:
500000 Clerk I	500100 Clerk II
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
543001 Power Lineman Apprentice I	543002 Power Lineman Apprentice II
543002 Power Lineman Apprentice II	543003 Power Lineman Apprentice III
543003 Power Lineman Apprentice III	543004 Power Lineman Apprentice IV
543004 Power Lineman Apprentice IV	543005 Power Lineman Apprentice V
543005 Power Lineman Apprentice V	543006 Power Lineman Apprentice VI
543006 Power Lineman Apprentice VI	543007 Power Lineman Apprentice VII
543007 Power Lineman Apprentice VII	543008 Power Lineman Apprentice VIII
558100 Power Lineman Journeyman I	558200 Power Lineman Journeyman II
558200 Power Lineman Journeyman II	558300 Power Lineman Journeyman III
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.

SPECIAL NOTES

- - 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.

APPENDIX C

LETTER OF UNDERSTANDING RE: CAREER POSTING

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

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

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

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

- (a) Northland Utilities, its Employees' Association, and Alberta Power Limited and the Canadian Energy Workers Association, must enter into Agreements that are in substance identical to the above:
- (b) No employee of Alberta Power Limited or Northland Utilities will have a right to grievance under the Yukon Electrical Company Limited - The Yukon Electrical Employees' Association Collective Agreement;

- (c) The Corporation will not appoint a member of the Association to a bargaining unit position (not governed by the Collective Agreement). This means that the Corporation cannot appoint a member of the Association into a bargaining unit position in respect to Alberta Power Limited or Northland Utilities. This limitation, however, does not apply so as to restrict the Corporation from promoting a member of the Association into a management position.

- (d) In the event that the size of the bargaining units at Alberta Power Limited, Yukon Electrical Company Limited or Northlands Utilities Limited should increase by more than fifty (50%) percent, it is understood that this Appendix may be revised or terminated on thirty (30) days' notice in writing given by either party to the other.

- (e) This letter of understanding will be terminated 60 days after written notice given by any one of the following to all the others:
 - (1) Canadian Energy Workers Association
 - (2) Alberta Power Limited
 - (3) Northland Utilities (N.W.T.) Limited
 - (4) Northland Utilities Employees' Association
 - (5) The Yukon Electrical Employees' Association
 - (6) The Yukon Electrical Company Limited.

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

LETTER OF UNDERSTANDING

(Schedule 50 Position Evaluation Review)

During the 1996 negotiations between The Yukon Electrical Company Limited and the Yukon Electrical Employees' Association; the employees in Schedule 50 of the collective agreement expressed concerns that their job responsibilities had changed to the extent that the Clerk designation and their existing job description no longer accurately described their positions. Therefore, it would be difficult to make valid wage comparisons to the marketplace.

The Schedule 50 employees requested that their job descriptions and job title be re-defined; and a new progression system put in place that would be based on competencies required within a job based on business needs and employees attaining these competencies.

In a process to be separate from the 1996 negotiations, the Company and the Association agreed to resolve these issues by December 1997. An attempt was made to resolve these issues by Alberta Power Human Resources. However, 1997 and 1998 were consumed with a Yukon Electrical reorganization that resulted from the Yukon Energy Corporation's unforeseen decision to self-manage. Today, these Schedule 50 employee issues still require satisfactory resolutions.

Resolution Action Plan:

The Company and the Association agree to jointly work toward a mutually satisfactory resolution of these issues. A draft competency based profile of the Schedule 50 positions and a salary grid will be prepared by March 31, 1999.

The competency based profile and salary grid will be implemented by May 31, 1999. Any increased salary adjustments will be retroactive to January 1, 1997. There will be no salary decreases or positions eliminated as a result of this process.

The company agrees to provide all of the resources, including providing an outside consultant, to bring a mutually satisfactory closure to these issues.

LETTER OF UNDERSTANDING

(Definition of Employee Categories)

The following shall form part of the **1999-2001** Collective Agreement between The Yukon Electrical Company Limited and The Yukon Electrical Employees' Association.

The Company and the Association have discussed and agreed on the need for an employee category to be called "Seasonal Employees".

If a seasonal position is required for a continuous period of **12** months or more, the Company and Association will review the position in view of becoming a Permanent Position.

The Parties agree to undertake and finalize, through the **ERC**, prior to March **31, 1999**, the resolution of the following issues:

- Criteria for layoff and recall.
- Notice of layoff.
 - a Application of benefits.
- Application of grievance procedure.
- Involvement of Association in recall, layoff and performance appraisal.
- Job schedules affected (52, 55 and 57).

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