

**AGREEMENT
ANNOTATED VERSION**

THIS AGREEMENT made as of the first (1st) day of January A.D. 2010.

BETWEEN:

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

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

04136 (12)

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

AND

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

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

AND

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

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This Agreement remains in force from January 01, 2010 to December 31, 2012 and from year to year thereafter, unless notice of amendment or termination is given as required in clause 1.02.
- 1.02 If either the Company or the Association wishes to amend or terminate this Agreement, it must give the other party notice by September 8, in the final year of the Agreement.
- 1.03 If either party wishes to negotiate and enter into another Collective Agreement to replace this Agreement, the parties shall meet and exchange proposals no later than September 15, in the final year of the Agreement. The parties will then undertake negotiations for a new Agreement.
- 1.04 This collective agreement will remain in effect until a new collective is:
a) negotiated, ratified and concluded OR
b) mediated, ratified and concluded OR
c) arbitrated in accordance with this agreement whichever comes first.
- 1.05 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06 The parties agree that any negotiations undertaken to amend the collective agreement or to create a new agreement shall not result in strike or lockout either under this agreement or as permitted by the Canada Labour Code but shall be settled only by the procedures set out in clause 1.04.

ARTICLE 2.00 APPLICATION

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

ARTICLE 3.00 DEFINITIONS AND INTERPRETATIONS

3.01 For purposes of this agreement:

- (a) "Association" means the Yukon Electrical Employees' Association;
- (b) "Association Officer" means any member of the Yukon Electrical Employees' Association Executive or person or party appointed by the Executive;
- (c) "Agreement" means this current Collective Agreement;
- (d) "Company" means The Yukon Electrical Company Limited;
- (e) "Day" unless modified means a calendar day;
- (f) "Dependent" means:
 - (i) an employee's unmarried dependent child (natural, step, legally adopted or foster) up to age 18; or age 25 if a full-time student; or
 - (ii) an employee's physically or mentally handicapped child of any age, if they are incapable of self-sustaining employment.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on the day designated as a paid holiday in Article 18.00 (Holidays) of this agreement;
- (h) "Home Base" means an employee's permanent work location;
- (i) "Job" means a unique position within the Company;
- (j) "Job Class" means all Jobs in the Company with the same basic title;

- (k) "Job Posting" means a document which invites applications for a vacant Job or a new Job;
- (l) "Spouse" means the person to whom the employee is legally married or living with, in a common law relationship, for the last twelve (12) months;
- (m) "Working Day" means a day on which an employee is scheduled to work.

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

3.03 "Permanent Employee" means an employee who has been appointed by written notice to a permanently established position on the completion of a maximum six (6) month probationary period (the "Probationary Period"). The appointment to Permanent status will be effective on the first (1st) of the month following successful completion of the Probationary Period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) Days of appointment.

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

3.05 "Probationary Employee" means either:

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

be a maximum six (6) month probationary period, during which period his employment may be terminated at the Company's discretion. A review of the performance of such employee will be discussed with him prior to the final thirty (30) Days of the probationary period.

3.06 When a Temporary or Seasonal Employee is hired for a permanent position, and has been working in a related Job, the probationary period will be reduced as follows:

- (a) If the person has been employed by the Company in a related Job for more than three months, the probationary period will be reduced by at least three months, and may be reduced up to six months, at the Company's discretion.
- (b) If the person has been employed by the Company in a related Job for less than three months, the probationary period will be reduced by the actual amount of time he has been employed in the related Job.

3.07 "Seasonal Employee" means an employee engaged in work of a seasonal nature and who will be laid off, subject to recall, on the completion of such work. This category of employee shall not be utilized so as to displace a Permanent Employee or position, or diminish the regular hours of work of a Permanent Employee. The above mentioned layoff and recall will be subject to the following:

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

- (c) Involvement of Association in layoff, recall and performance appraisals – copies of letters of recall and layoff will be provided to the Association. Performance evaluations will remain confidential unless the employee requests help from the Association.

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

- 3.08 "Temporary Employee" means an employee who is engaged full time or part-time for a special project or for work which is not of a permanent or continuing nature and further whose employment will be terminated on the completion of such work. A temporary position, other than utilization within a special project, shall not utilize a number of hours in excess of sixty percent (60%) of the normal hours per year in that position. This category of employee shall not be utilized so as to displace any Permanent Employee or position or diminish the regular hours of work of any Permanent Employee. The Company shall undertake to notify the Association in writing of the name of the employees hired in this category and, in the case of an employee hired for a special project, the expected duration of the special project.
- 3.09 "Casual Employee" means an employee who does not work more than thirty-two (32) Days within any three (3) calendar month period, and all employees performing janitorial work in district offices. It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement.
- 3.10 The Company undertakes to notify the Association in writing of the name and wage rate and category of employee(s) when hired.

ARTICLE 4.00 RECOGNITION

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

ARTICLE 5.00 DISCRIMINATION

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

ARTICLE 6.00 RIGHTS OF MANAGEMENT

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

ARTICLE 7.00 GRIEVANCE PROCEDURE

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

Facilitation

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

Discussions

- 7.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with:
- (a) the selecting supervisor, if the disagreement relates to a Job Posting; or
- (b) his most immediate supervisor, who is not a member of the bargaining unit, in any other case.
- 7.04 The discussion referred to in clause 7.03 should be held as soon as possible after the act which gave rise to the disagreement, since any grievance must be submitted within certain time limits.

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

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

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

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

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

Representation

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

Calculation of Time

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

- (a) Saturdays, Sundays and Holidays will not be included in calculating time;
- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.
- (c) The parties may mutually agree to extend time limits or to waive steps contained in this article. Any extensions and/or waivers must be documented in writing.

Step 1

7.09 The employee will put the grievance in writing.

7.10 The grievance will include:

- (a) the nature of the grievance;
- (b) the date of the occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the article, or articles, of the Agreement claimed to have been violated or infringed upon; and
- (f) the signature of the employee(s) submitting the grievance.

7.11 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and his manager within five (5) Working Days of the employee being given written reason for not being selected for the position unless the time for filing of a grievance has been extended pursuant to clause 7.04 (a), where in the time for sending the grievance will be extended to ten (10) Working Days;

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

7.12 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 15.00 (Job Posting), the supervisor who made the decision shall attend.

7.13 Within six (6) Working Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's decision shall be in writing and given to all affected employees and the Association. In the case of a Job Posting grievance being upheld, the employee who was initially the successful candidate shall be the first person advised of the grievance outcome.

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

Step 2

7.15 Either the Company or the Association may request the formation of a grievance committee (the "Grievance Committee") by written notice.

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

- (a) the nature of the grievance;
- (b) the date of the occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;

- (e) the clause or clauses of this Agreement which, it is claimed, have been violated or infringed upon; and
- (f) the signature of the employee(s) submitting the grievance.

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

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

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

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

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

- (a) upholding the grievance;
- (b) denying it; or
- (c) reporting that it is unable to reach a majority decision.

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

- 7.22 The employee initiating the grievance will be afforded the opportunity to present his case, in person or by some other reasonable means, to the Grievance Committee if he so wishes.
- 7.23 A majority decision of the Grievance Committee is binding upon both parties.
- 7.24 If the Grievance Committee reports it is unable to reach a majority decision the grievance may proceed to Step 3.

Step 3

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

Grievance Arbitration

- 7.29 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six (6) Working Days of a Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominees to the arbitration board.
- 7.30 Within seven (7) Working Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 7.31 Within seven (7) Working Days of the appointment of the second nominee, the two nominees will select a chairperson for the arbitration board. If such agreement cannot be reached in that time, the nominees will request The Minister of Labour for the Government of Canada to appoint a chairperson.

- 7.32 The arbitration board will meet within twenty-one (21) Working Days of the chairperson's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 7.33 The arbitration board will make every reasonable effort to render its decision, in writing, within thirty (30) Days of its hearing.
- 7.34 The decision of a majority of the arbitration board is the decision of the arbitration board. It is final and binding on the parties.
- 7.35 The arbitration board's decision shall not alter, amend, add to or change the terms of this Agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 7.36 The arbitration board's jurisdiction is limited to the remedy requested by the grieving party.
- 7.37 In grievances concerning discharge or suspension, the arbitration board's jurisdiction is limited to determining whether there was just cause for the discipline. If it finds there was just cause, it shall not have the jurisdiction to review the penalty imposed. If it finds that there was not just cause for discipline, it may reinstate the employee involved and to declare that he is entitled to such reinstatement or redress as the arbitration board considers appropriate.
- 7.38 The parties will pay the expenses of their nominee. The expenses of the chairman shall be shared equally by the parties.

Policy Grievances

- 7.39 Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this Agreement.
- 7.40 A party initiating a policy grievance shall, within sixty (60) Working Days of the act giving rise to the grievance, give notice to the other party, setting out:
- (a) the nature of the grievance;

- (b) the date of the occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the article, or articles, of the Agreement claimed to have been violated or infringed upon; and
- (f) the signature of the authorized official of the party initiating the grievance.

7.41 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, 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 by the Company on a bi-weekly basis from the employee's pay and remitted to the Association at the end of the month following the deduction. In the months that have three paydays, the dues will be deducted from the first two paydays in the month, totaling 24 deductions in a year. The payment of dues does not require the employee to become a member.

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

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

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

ARTICLE 10.00 WAGE SCHEDULES, NOTES AND APPENDICES

10.01 The provisions set forth in Wage Schedules 51, 52, 53, 54, 55, 56, 57, and 58 together with notes applying to these schedules and appendices, respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for as long as this Agreement remains in force and effect. Further, any changes to the Agreement or addendum as officially agreed to and signed by both parties shall be attached to and form part of this Agreement.

ARTICLE 11.00 NOTICES

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

Company:
General Manager
The Yukon Electrical Company Limited
100 – 1100 1st Avenue
Whitehorse, Yukon Y1A 3T4

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

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

ARTICLE 12.00 HEADINGS

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

ARTICLE 13.00 JOB CLASSIFICATION

- 13.01 (a) For the purpose of this article "evaluation plan" means a formal system adopted for determining the relative value of a Job, and setting out specific criteria for making that determination. If no formal evaluation plan exists the Job will be evaluated using relative standards and

assessment processes. Use of the terminology “evaluations, re-evaluations and job assessment processes” applies to all job classifications contained in the wage schedules.

- (b) When new job classifications are established, the Company shall set the wage rate and shall notify the Association within fourteen (14) Days of the classification being established. The wage rate for the new classification may be set and implemented by the Company.
- (c) When significant differences, or changes, in job content are made to existing job classifications to the extent that the Company or the Association or an employee requires that the Job be re-evaluated, the following procedure shall be followed:
 - (i) Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association), the Company shall proceed with the re-evaluation within thirty (30) Days of receiving the written request. The Company shall complete the re-evaluation request as soon as possible, but no later than ninety (90) Days after receiving the written request for review. Within five (5) Working Days of the completion of any evaluation, the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company received the written request for review.
 - (ii) Should a written request for re-evaluation of a job classification be initiated by the Company, the Association shall be notified in writing within five (5) Working Days of the initiation of the

review. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) Days from the date the Association was notified. Within five (5) Working Days of the completion of any evaluation the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company notified the Association of the initiation of the review.

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

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

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

In the event that the appointees cannot reach unanimity in their decision, they may appoint a third party of similar qualifications to act as Chairman. The unanimous decision of the first two (2) appointees, or a majority decision of the three (3) appointees, shall be final and

binding upon both parties. It is agreed that the Company and the Association, each respectively, bear the costs and expenses of their appointees, and that costs and expenses of the third party, if appointed, be borne equally by the Company and the Association.

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

13.03 (a) Job descriptions will be established for each employee in consultation with the incumbent and then issued to the incumbent and the Association.

(b) When a job description is changed, the Company will, within fourteen (14) Days of the change, give a copy of the revised job description to the Association and the incumbent.

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

ARTICLE 14.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM

14.01 (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job, which has a higher maximum rate of pay than the employee's current Job.

(b) Any such assignment shall be in writing.

- 14.02 (a) When an employee is temporarily assigned to a Job, which is covered by this Agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
- (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
 - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
 - (iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.
 - (iv) If the employee's normal Job is paid at a flat rate and therefore does not have an increment; the rate paid shall be equal to the employee's normal pay plus one increment as identified for the temporarily assigned Job, or the maximum rate of the temporarily assigned Job, whichever is lesser. For clarity, if there is no increment for the temporarily assigned Job, the employee shall be paid the flat rate as identified for the temporarily assigned Job.
- (b) While acting in a Job which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment, which relates to the employee's hourly rate of pay.
- 14.03 (a) An employee who is temporarily assigned to a Job which is outside the scope of this Agreement, will be paid, from the first Day, at a rate of five percent (5%) higher than the employee's normal pay.

- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement setting out any additional increment (not to exceed five percent (5%)) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

14.04 An employee on temporary assignment will be paid at the Job rate of the higher classification for any annual vacation and the first fourteen (14) Days of sick leave if:

- (a) the employee has been in the temporary assignment for at least thirty (30) Days before the vacation or sick leave, and
- (b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.

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

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

14.07 For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than 15 months will have his temporary assigned pay added to his base salary on the payroll system. The new temporary salary will be effective upon completion of 15 consecutive months in the assignment and retroactive to the start of the assignment. This

is not deemed to be a permanent change in the employee's salary.

ARTICLE 15.00 JOB POSTING, JOB NOTICE AND JOB PROGRESSION

- 15.01 (a) When a permanent position, within the scope of the Agreement, becomes vacant or a new position is created, a Job Posting or Job Notice outlining details of the vacancy will be posted on Company bulletin boards for ten (10) Working Days except as stated in clauses 15.01 (h), 15.06, 15.07, and 15.10 and 15.12.
- (b) All Job Postings and notices shall contain hiring criteria including educational and/or experience and related skill areas.
- (c) A copy of each Job Posting and notice will be directed to the Association.
- (d) Job notices shall be for those positions contained in Appendix A and will be posted within the Company for information purposes only. The Company is not obligated to hire from within the bargaining unit and may select external applicants. For the purposes of sequence [15.01 (h)], these positions will only be considered as part of a sequence should an internal applicant be awarded the position, creating a vacant Job Posting.
- (e) Job Postings shall be for those positions not specifically listed in Appendix A, or otherwise specifically excluded within this article.
- (f) All employees have the privilege of applying to posted positions. While first consideration will be given to applicants who are members of the bargaining unit, the Company reserves the right to fill vacancies from outside the bargaining unit and as defined in Appendix C (Letter of Understanding: Job Postings).

- (g) Applicants will receive a personal written reply to their application.
- (h) No more than two (2) Job Postings shall be required in any one sequence. After the second vacancy in a sequence has been filled the third vacancy created by the second posting shall not require posting. The Company will issue a bulletin board notice inviting employees to respond with an expression of interest for a third in sequence vacancy. 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. If the Company does not make an appointment within six (6) months of the initial notice, they will reissue the third in sequence notice prior to making an appointment to the vacant job. Should the Company choose to post the third vacancy, the Job Posting procedures and obligations will apply and will be considered the first in the new sequence.

15.02 In considering such applicants, the factors which shall be considered are related ability, education, behaviour, performance (including a current relevant performance contract), related skill areas, and length of service. The Company is not necessarily obliged to consider the application of any employee with less than two (2) years in his present position and location.

15.03 When making promotions and/or transfers, the above outlined procedures and criteria of selection shall apply and when the overall assessment based on the above stated factors is equal for two (2) or more of the applicants, the applicant with the most seniority with the Company shall be selected for the posting. An unsuccessful internal applicant shall be given a written reason for not being selected. All applicants will receive a personal written reply to their applications.

15.04 Unless the date of transfer is specified on the Job Posting, the successful applicant shall be transferred to his new position within four (4) weeks of being notified by the Company of his selection. Should there be good and sufficient reason why the transfer to the new position cannot be made within the four (4) week period, the employee shall be notified in writing as to the

reasons therefore and be given a specific date prior to or at which the transfer shall be made.

- 15.05 No posting is required if a Job has been re-assessed or re-evaluated to a higher class, if the person who held the Job before the re-assessment or re-evaluation remains in the Job.
- 15.06 When an employee assumes a Job in a remote and difficult to fill position and has been assured a time certain rotation, the employee will be brought back to an equivalent level Job in another location without posting.
- 15.07 An employee on an approved educational leave may be brought back to an equivalent level Job within the bargaining unit without posting. The employee must remain a member in good standing with the Association while on leave.
- 15.08 In the case of clauses 15.06 and 15.07, the Company will inform the Association in advance of the application of these clauses.
- 15.09 When an employee wishes to appeal a decision under this article, such appeals will be governed by the terms and procedures contained within Article 7.00 (Grievance Procedure).
- 15.10 An employee, with prior mutual consent, may for compassionate reasons be assigned, without a posting, a different position within the bargaining unit. Such consent will not be unreasonably withheld.
- 15.11 Progression as set out in Appendix B of this Agreement does not constitute a new or vacant Job or position.
- 15.12 The Company will inform the Association when it decides a vacant permanent position will not be filled.

ARTICLE 16.00 HOURS OF WORK AND OVERTIME

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

Normal Hours of Work

- 16.01 (a) A normal day's work shall be eight (8) hours, normally scheduled between 0800 and 1700 hours. The Working Day can be rescheduled between 0600 hours and 1900 hours with 48 hours advance notice.
- (b) The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Saturday inclusive.
- (c) A lunch period of one (1) hour shall be observed. This period may be reduced to a minimum of one-half (1/2) hour with prior supervisory approval.
- (d) Any adjustment to an employee's normally scheduled hours of work will apply for the duration of the week, unless mutually agreed otherwise.

Overtime

- 16.02 (a) 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:
 - (i) for all authorized overtime worked in excess of eight (8) hours per Working Day [ten (10) hours in the application of clause 16.08 (b)];
 - (ii) for all authorized overtime worked in excess of forty (40) hours per week;
 - (iii) for all overtime worked on Holidays as specified in Article 18.00 (Holidays) of this Agreement.
- (b) Time required for travel outside regular working hours between headquarters and the temporary Job headquarters shall be paid for at applicable overtime rates.
- (c) An employee who is instructed or directed to participate in an activity outside his normal hours of work will be paid at the overtime rate for any time which exceeds his normal hours of work.

- (d) An employee who volunteers to participate in an activity outside of his normal hours of work shall not receive any compensation for any time which exceeds his normal hours of work.
- (e) An employee who is invited to participate in an event or training that is of mutual benefit to both parties will receive his normal rate of pay for any time which exceeds his normal hours of work. An employee may accept or decline such an invitation.
- (f) Notwithstanding clause 16.02 (b) above, whenever possible an employee will be scheduled to travel during his normal working hours when required to travel for training, interviews or for functions referred to in clauses (c) and (e) above. When this is not possible, an employee will be paid for travel time that exceeds his normal working hours at his normal rate of pay for travel for training outside of the Yukon Territory, for interviews and mutual benefit and optional/developmental activities under (c). With supervisor approval due to business reasons, travel from outlying areas to Whitehorse will be paid at the overtime rate.

Overtime banking

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

- (a) When an employee works overtime, he may direct that the amount payable for that overtime be banked rather than paid to him.
- (b) Nothing in this clause guarantees an employee that a supervisor will approve any request to take time off.
- (c) In any year, an employee may bank overtime pay to a maximum of five (5) Working Days.

- (d) An employee may take time off and be paid out of his banked overtime by mutual agreement with his supervisor. An employee shall make a request at least six (6) Working Days prior to the first Working Day he wishes to take off. The request should be made only when no overtime will result and scheduled vacations will not be affected for themselves or other employees. The supervisor shall approve or reject the request as soon as possible, but at least three (3) Working Days prior to the first day the employee wishes to take off.
- (e) At the end of each calendar year, each employee will be paid any amount which remains banked.

Time Off Without Pay

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

Hours of Rest

16.05 The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.

- (a) 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.
- (b) An employee who, as a result of a call-out, works at any time between midnight and the time three (3) hours before the start of his or her next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the employee was called out.

- (c) If an employee's eight (8) hours of rest under paragraph (a) or (b) extends into the last two (2) hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (d) Notwithstanding 16.05 (a), (b), or (c), when an employee is at rest because of this clause or clause 16.07, the Company may request the employee to return to work. If the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.

Rest Breaks

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

Planned Outages

- 16.07 (a) In order to provide continuity of service to the Company's customers, certain work of a construction, maintenance and replacement nature on the Company's transmission, distribution and production facilities, is required on a pre-planned basis to be performed during other than normal hours of work. In such cases the Company, on forty-eight (48) hours' notice, may reschedule the normal hours of work of employees so affected as set out in clause 16.01.
- (b) Where an employee is required to start planned work at or before 0400 hours, they will be paid at two (2) times their regular rate of pay until the start of their normal days work. Starting at 1200 hours, the employee shall

be required to take a minimum of eight (8) consecutive hours rest, at no loss of wages, prior to reporting back to work.

- (c) Where an employee is required to start planned work after 0400 hours, they will be paid at two (2) times their regular rate of pay until the start of his or her normal work day, and thereafter, at their normal rate of pay.
- (d) Rest and meal breaks will be observed as identified in the Agreement.

Exceptions

- 16.08 (a) By mutual agreement of the affected employees and management, the normal hours of work may be extended during the period of Monday to Saturday. Such a change in the normal hours will subsequently be reviewed by the Employee Relations Council. This review will take place within a time frame agreed to prior to the start of the change.
- (b) By mutual agreement between the employee and the supervisor, the hours of work per day for a specific Job assignment may be extended to a maximum ten (10) hours per Working Day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per Working Day would not apply.
- (c) 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.).
- (d) 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.

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 (a) When an employee is required to work more than two (2) hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third (3rd) hour and every four (4) hours thereafter, as long as work continues after the meal break.
- (b) When an employee is called out under Article 17.00, the Company shall provide the employee with a reasonable meal in the fourth (4th) hour and every four (4) hours thereafter, as long as work continues after the meal break.
- (c) When an employee is called out under Article 17.00 to work more than two (2) hours prior to the beginning of the normally scheduled Working Day or shift, the company shall provide the employee with a meal.

- (d) If the employee takes a meal break on site, and the break does not exceed thirty (30) minutes, and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee the amount consistent with the amount noted for lunch in 20.02 (b) (ii), for each meal to which the employee is entitled.
- (f) The employee and supervisor may agree to a practical application of the arrangement in this article.

ARTICLE 18.00 HOLIDAYS

18.01 All employees covered by this Agreement, except as provided by clause 18.03, shall receive a regular Working Day's pay for the recognized Holidays listed below:

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

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

18.03 To be eligible for and paid for any of the Holidays listed above, an employee must have completed thirty (30) Days of employment in the twelve (12) months immediately preceding the Holiday and he must have worked his scheduled work shift immediately before and immediately after the Holiday. The only

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

- 18.04 In the event of work being scheduled on a Holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the Holiday.
- 18.05 If one of the recognized Holidays for employees falls on a Saturday, either the previous Friday or the following Monday shall be observed as the Holiday as determined by the Company. If one of the recognized Holidays for employees falls on Sunday, the following Monday shall be observed as the Holiday. Employees shall receive Holiday pay only once for a given Holiday.

ARTICLE 19.00 ANNUAL VACATIONS

Except as otherwise noted, the provisions of Article 19.00 apply to a Probationary Employee and a Permanent Employee.

- 19.01 An employee will be entitled to annual vacation with regular pay on the following basis:
- (a) Vacation will be calculated and displayed in hours
 - (b) An employee will earn a portion of their vacation entitlement each pay period
 - (c) In the first calendar year of employment, an employee's vacation entitlement is prorated, based on the employee's date of hire. Prorated hours are rounded up to the nearest half day. The employee is eligible to take a prorated number of vacation hours between his date of hire and the end of the calendar year in which he was hired.

$$\frac{\text{Vacation Entitlement } \times \text{ Remaining Days in the Calendar Year}}{365 \text{ Calendar Day Per Year}}$$

- (d) Following the year of hire, a Permanent Employee is entitled to take his full vacation entitlement, as provided for in the Vacation Entitlement Table, **starting** on January 1 of each year.

VACATION ENTITLEMENT TABLE

*Completed Years of Service to the end of the calendar year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 8 hours/day)
0-7	4 weeks/20 days	160 hours
8-15	5 weeks/25 days	200 hours
16-24	6 weeks/30 days	240 hours
25 years +	7 weeks/35 days	280 hours
In the total weeks of vacation entitlements as noted above, one week is deemed as "Northern Vacation"		
* For an employee hired in accordance with the provisions of the Letter of Agreement re Vacation for New Hires, his completed years of service may include Job-related experience from his previous employers.		

- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.

19.02 An employee's vacation entitlement is documented on his biweekly statement of earnings and deductions.

- (a) Vacation entitlement is recorded in hours.
- (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
- (c) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.

- 19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.
- 19.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.
- 19.05 The following rules apply to the scheduling of vacation time:
- (a) Vacation may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned their eligible entitlement.
 - (b) The employee may take vacation in half day or one day increments, provided scheduling is arranged to meet the work schedules of the Company.
 - (c) If a Holiday falls within an employee's vacation, the vacation time will be extended by one Working Day.
- 19.06 For the purpose of this Article, Holidays and annual vacation count as Days worked.
- 19.07 An employee who has been absent from work for one or more of the following reasons earns vacation entitlement as follows:
- (a) Short Term Disability – the employee continues to earn vacation entitlement during short term disability lasting fewer than 17 weeks.
 - (b) Leave due to Work Related Injury – the employee continues to earn vacation entitlement during WCB lasting fewer than 17 weeks.

- (c) Leave with Pay – the employee continues to earn vacation entitlement.
- (d) Maternity Leave – the employee continues to earn vacation entitlement during the disability portion of the leave, no vacation is earned while on the remainder of the leave.
- (e) Long Term Disability - an employee whose status changes to long term disability will cease to earn vacation.
- (f) Parental Leave – the employee does not earn vacation while on parental leave.
- (g) Leave without Pay – the employee does not earn vacation while on leave without pay.

19.08 An employee's years of continuous service will remain intact while the employee is absent from work for the causes outlined in 19.07.

19.09 Permanent and Permanent Part-time Employees that are stationed in the districts more than two hundred and fifty (250) kilometers outside of Whitehorse and who proceed on annual vacation shall be allowed two (2) Working Days of paid travel time annually for allowable trips reimbursable pursuant to the YECL Northern Benefits policy.

19.10 An employee may apply, in writing, for permission to carry over any part of his vacation entitlement to the next year.

ARTICLE 20.00 BOARD AND LODGING

20.01 The Company will, on production of receipts, pay for room or alternatively provide accommodation for employees when working away from home.

20.02 (a) When an employee is working away from his Home Base, and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided to them at no charge or as part of a registration fee.

- (b) The employee may, at the employee's option, claim either:
 - (i) the actual cost of the meals, evidenced by receipts, or
 - (ii) the following allowances for each meal:

Breakfast	\$ 10.00
Lunch	\$ 13.00
Dinner	\$ 22.00
- (c) A choice in 20.02(b) above will apply for the duration of the work assignment or on a week- to-week basis. Exceptions may be considered by the supervisor.

20.03

- (a) If an employee is required to work away from his Home Base over the lunch break to perform work that is not routinely part of his Job and returns to the Home Base the same Day, the employee will be reimbursed for lunch on production of a receipt, or, \$11.00 for lunch only.
- (b) If an employee is unexpectedly required to work away from his Home Base over the lunch break, but returns to the Home Base the same Day, the employee will be reimbursed for lunch, on the production of a receipt, or, \$11.00 for lunch only.

20.04 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.

20.05 An employee who is required to work away from home shall be paid incidental expenses of seven dollars and fifty cents (\$7.50) per night for all nights away from home.

ARTICLE 21.00 STANDBY

21.01 An employee who is requested to standby shall be paid as follows:

- (a) One (1) hour of regular pay where the standby period begins on a regularly scheduled Working Day.
- (b) Two (2) hours of regular pay where the standby period begins on a scheduled Day of rest.
- (c) Three (3) hours of normal pay where the standby period begins on a Holiday recognized in Article 18.00.

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

21.02 The Company shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty. In designating employees for standby, the Company will endeavor to arrange for the equitable distribution of standby duties.

If an employee notifies the Company that his time on standby is excessive, the Company will provide standby relief.

21.03 Standby on a regular Working Day means availability on-call outside of normal hours of work. On each scheduled Day of rest and recognized Holiday, standby means availability on-call for the full twenty-four (24) hour period. An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty.

21.04 An employee who is scheduled by the Company to standby for more than 100 Days in a calendar year shall be paid 1.5 times the applicable rate set out in clause 21.01 for every Day he is scheduled to standby after the 100th Day.

ARTICLE 22.00 BEREAVEMENT

22.01 In the case of a death in the immediate family, a Permanent, Probationary or Permanent Part-time Employee shall be given time off with pay up to a maximum of five (5) Working Days. The term "immediate family" shall be interpreted to mean a mother, father, sister or brother, spouse, son or daughter, mother-in-law, or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandfather or grandmother (including spouse's) or grandchild, and step-relatives at the same levels or any dependent relative living in the employee's household.

ARTICLE 23.00 TERMINATION OF SERVICE

23.01 The Company will provide the employee with written notice upon termination. Such notice shall include the right to representation by the Association. A copy of this notice will be provided to the Association.

23.02 In the event of a Permanent Employee giving notice of termination to the Company, such termination shall require notice of ten (10) Working Days.

23.03 The Company shall give a Permanent employee notice of its intention to terminate employment consistent with the Employment Standards Act of the Yukon Territory, but not less than four (4) weeks.

23.04 An employee may be discharged for just cause without notice or pay in lieu therefore, subject to Article 7.00 (Grievance Procedure).

23.05 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 and one-half (1 1/2) times** a week's normal pay per year of employment based on their last month's wage rate.

ARTICLE 24.00 MATERNITY AND PARENTAL LEAVE

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

ARTICLE 25.00 CALCULATION OF PREMIUM RATES

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

ARTICLE 26.00 REDUCTION OF STAFF

26.01 This clause does not restrict the Company's right to terminate an employee for discipline or performance reasons.

- (a) Before there is a reduction in staff by way of layoff or termination(s) of Permanent or Permanent Part-time Employee(s), the Company will notify the Association and arrange a meeting to discuss the reduction in staff and the procedure to be used. The Company representatives at the meeting will include the General Manager and the management of the department in which the layoff or termination is to occur.
- (b) In the event a reduction in staff is required as a result of re-organization, automation, equipment changes or changes in methods of operation, the Company will attempt to provide alternate employment opportunities in the Company, within the Yukon. The Company and the Association will work together to attempt to achieve the alternate job placement.

- (c) The Company will consider retraining or development as an alternative to reduction of staff, when a vacancy exists and the employee demonstrates the ability and aptitude to meet the new Job requirements.
- (d) In the event of a reduction in staff the factors which shall be considered are: related ability, education, performance, related skill areas and length of service. These factors are not listed in order of priority.

- 26.02 (a) In the event of an increase in staff of a department within one (1) year following reduction of staff, a Permanent, Probationary or Permanent Part-time Employee will be eligible for re-hire on a last-out/first-in basis. When it is not possible to determine which employee was last out, consideration for re-hire will be based on related ability, education, performance, related skill areas and length of service. These factors are not listed in order of priority.

To be eligible for re-hire, the employee affected by the staff reduction shall subsequently advise the Company of any change in address. The Company will contact an eligible former employee by double registered mail and the former employee must acknowledge receipt of the Company correspondence within seven (7) Days of the date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) Days of the date of receipt of the Company correspondence.

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

ARTICLE 27.00 ARBITRATION PROCEDURES

- 27.01 The Company and Association agree that an arbitration board will be convened immediately to settle and determine those matters referred to it as matters not resolved by the parties in direct negotiation. The said arbitration board shall settle and determine the said matters referred to it during the operation of this Agreement.
- 27.02 The arbitration board shall consist of a nominee of the Company and a nominee of the Association; such nominees shall elect within seven (7) Days of the appointment of the second of them, a third person who shall be Chairman. In the event the two nominees fail to agree upon a Chairman, the appointment of a Chairman shall be made forthwith by the Minister of Labour for the Government of Canada upon request of either nominee. The nominees of the Company and the Association must be conveyed in writing to the other party within seven (7) Days of execution of this Agreement.
- 27.03 The arbitration board by its decision may alter, amend, change or delete the matters referred to it for settlement and determination.
- 27.04 The arbitration board shall issue an award in writing and the decision is final and binding upon the Company and the Association and upon an employee affected by it. The decision of a majority is the award of the arbitration board.
- 27.05 It is agreed that the following matters are to be the only matters referred to the arbitration board and that those items listed below under clause 27.07 shall be effective until altered, amended, changed or deleted by the decision of the arbitration board and those items listed under clause 27.08 shall not be effective unless the arbitration board by its decision incorporates them into the Agreement whether in their present form or in an altered, amended, or changed form.
- 27.06 Each party shall bear the expenses of its respective nominee to the arbitration board and the parties shall bear equally the expenses of the Chairman.

- 27.07 The parties are directed to list those requests etc. which have not been resolved and which have been proposed to not have a retroactive application.
- 27.08 The parties are directed to list those requests etc. which have not been resolved and which have been proposed to have a retroactive application.

ARTICLE 28.00 LEFT BLANK INTENTIONALLY

ARTICLE 29.00 NORTHERN ALLOWANCE

- 29.01 The Company's assistance to Permanent Employees to alleviate the higher cost of living in the Yukon will be:

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

- 29.02 The Company's assistance to Permanent Part-time Employees to alleviate the higher cost of living in the Yukon will be:

Five hundred and twenty five dollars per month (\$525.00) x
Regular hours to be worked per month
Total Regular Hours per month for the Job classification

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

- 29.03 Temporary Employees who have been continuously employed on a special project for more than five (5) months, or scheduled to a term project of more than five (5) months shall be entitled to fifty percent (50%) of the \$525.00 per month northern allowance for the total time worked.

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

ARTICLE 30.00 LOCATION ALLOWANCE

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

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

(i) Haines Junction - \$1,500.00

(ii) Watson Lake - \$2,600.00

(iii) Beaver Creek - \$2,600.00

30.02 Permanent Part-time Employees who are stationed in the locations noted in clause 30.01 (a) shall receive a prorated location allowance on the basis of total hours to be worked in the year divided by the total regular hours for the Job classification.

30.03 Temporary Employees who are stationed in the locations noted in clause 30.01 (a) and who have been continuously employed on a special project for more than five (5) months, or scheduled to a term project of more than five (5) months shall be entitled to fifty percent (50%) of the designated location allowance for the total time worked.

30.04 Seasonal Employees who are stationed in the locations noted in clause 30.01 (a), upon commencing employment, shall receive fifty percent (50%) of the designated location allowance for the total time worked.

ARTICLE 31.00 VACATION TRAVEL EXPENSES

31.01 The Company supports the need for Permanent and Permanent Part-time Employees, their spouses and Dependents to take annual vacations and in recognition of the northern travel costs has established the following provisions.

- 31.02 (a) Only when claimed, the Permanent or Permanent Part-time Employee is entitled to reimbursement for travel expenses once per calendar year after completion of twelve (12) months employment with the Company.
- (b) A Permanent or Permanent Part-time Employee who transfers to the Company from another ATCO company with at least twelve (12) months of continuous service with another ATCO company, will have vacation travel expenses applied on a prorated basis in the first calendar year. The vacation travel expenses will be prorated based on the number of months to be worked for the Company, including the month they started in the first calendar year.
- 31.03 The Company shall reimburse a Permanent Employee, and if applicable, the employee's spouse, and dependent children over the age of two years, a maximum of eight hundred dollars (\$800) each toward the purchase of a return airfare to any destination. The eight hundred dollars (\$800) represents an approximation of the current seven (7) Day advance return economy airfare to Edmonton from Whitehorse.
- 31.04 If a Permanent Employee does not elect to fly, the Company shall pay the employee:
- SINGLE STATUS = Eight hundred dollars (\$800)
- FAMILY STATUS = One thousand, six hundred dollars (\$1,600)
- 31.05 A Permanent or Permanent Part-time Employee's eligibility for an entitlement to travel expenses shall not be cumulative.
- 31.06 Where for any reason a Permanent or Permanent Part-time Employee's employment with the Company terminates prior to their anniversary date, a prorated amount of travel expenses advanced to such employee during such uncompleted year of employment shall be repayable to the Company by way of a deduction from the final pay cheque of such employee.

- 31.07 The Permanent or Permanent Part-time Employee will be responsible for retaining receipts for income tax purposes.
- 31.08 Clauses 31.03 and 31.04 shall apply to Permanent Part-time Employees, their spouses, and Dependents on a prorated basis of the total regular hours to be worked in the year divided by the total regular hours for the Job classification.

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

- 32.01 The parties agree to establish a standing Employee Relations Council (the "Council").
- 32.02 The Council will consider matters relating to technological change, employee relations and contract issues and make recommendations to the parties as appropriate.
- 32.03 The Council will consist of an equal number of representatives from the Company and the Association.
- 32.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their best efforts to ensure that their representatives are also members of their respective bargaining committees.
- 32.05 The Company and the Association will each nominate one of their representatives to be a co-chairperson of the Council.
- 32.06 The Council will meet at the call of the co-chairperson and may establish its own procedures and practices.
- 32.07 The Company will recognize employee's involvement in the Council by acknowledging the employee's efforts in their performance evaluation.

ARTICLE 33.00 JOB-SHARING

- 33.01 Two Permanent Employees may apply to the Company for permission to jointly fill one permanent Job.

- 33.02 The Company is not obliged to agree to such a request.
- 33.03 If the Company agrees to such a request, the two employees, their manager and the Company shall sign a Job-sharing agreement.
- 33.04 The Job-sharing agreement shall set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving certain amount of notice.
- 33.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the company withdraws its consent.
- 33.06 Nothing in a Job-sharing agreement may contradict this Agreement.
- 33.07 If either of the employees involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 33.08 The status of a full time Permanent Employee once entering into a Job-sharing agreement, will change to that of a Permanent Part-time Employee.
- 33.09 The company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.
- 33.10 Employees involved in a Job-sharing agreement will be paid at the overtime rate when the combined hours worked exceed eight (8) hours per Day or forty (40) hours per week.

ARTICLE 34.00 JOB-SPLITTING

- 34.01 This article applies only when:
- (a) A vacancy occurs in a Customer Service Advisor position fulfilling receptionist duties; and

(b) The Company believes the Job must be staffed for more than eight hours a Working Day.

34.02 The Company may choose to fill a Customer Service Advisor position fulfilling receptionist duties with two Permanent Part-time Employees.

34.03 Once the Company has decided to use this article to fill a Job, it may end the arrangement only if it provides the employees filling the Job with other Jobs which:

(a) provide at least the same number of hours of work per week;

(b) provide at least the same hourly rate of pay; and

(c) are in the same location.

34.04 If the Company terminates a Job-Splitting arrangement:

(a) the Job involved will revert to the same hours of work that were in effect prior to the Job being split; and

(b) the Job will be offered to one of the persons occupying the Job.

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

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

ARTICLE 35.00 CONTRACT LABOUR

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

ARTICLE 36.00 WAIVER OF SPECIFIC CLAUSES

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

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

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

ARTICLE 37.00 EXTENSIVE OVERNIGHT AND WEEKEND ABSENCES

37.01 (a) On an annual basis, an employee who is required to spend extensive overnight absences from Home Base will qualify for additional vacation as identified below:

- (i) 40 overnight absences one (1) Day
- (ii) 50 overnight absences two (2) Days total
- (iii) 60 overnight absences three (3) Days total
- (iv) 70 or more overnight absences four (4) Days total

Overnight absences that are related to training or meetings do not count toward the totals in the above.

The additional vacation days earned will be added to the following year's vacation entitlement and administered as part of Article 19.00.

- (b) On an annual basis, an employee who is required to spend extensive weekend absences on a Friday, Saturday or Sunday working away from his Home Base in order to cover off for a vacant position, vacation, or an illness in Watson Lake, Haines Junction, or Beaver Creek, will qualify for additional pay as identified below:
 - (i) three (3) overnight absences 12 hours of his normal pay
 - (ii) six (6) overnight absences 24 hours of his normal pay
 - (iii) nine (9) overnight absences 48 hours of his normal pay

It is understood that weekend assignment working away from Home Base will be rotated equally among qualified staff.

Overnight weekend absences count toward the totals in (a) above.

ARTICLE 38.00 COMPASSIONATE CARE LEAVE

38.01 An employee is entitled to compassionate care leave in accordance with the provisions of the Yukon Employment Standards Act part 6, section 60.1 (1).

ARTICLE 39.00 PERSONAL DAYS

39.01 Permanent and Permanent Part-time Employees in Schedules 51, 52, 53, and 57 are eligible for three (3) Working Days of personal leave (Personal Days) with pay in each calendar year.

Permanent and Permanent Part-time Employees in Schedules 54, 55, 56 and 58 are eligible for two (2) Working Days of personal leave (Personal Days) with pay in each calendar year.

This leave will be granted at the employee's request in all but exceptional or emergency work situations.

Whenever possible the employee will provide at least 48 hours notice prior to taking the leave. It is understood that there will be situations where 48 hours notice cannot be given due to personal emergencies or short notice situations. Notice given of less than 48 hours will not be sufficient grounds to deny the leave.

Any unused time in Personal Days that remains at the end of a calendar year expires and does not carry over into the next 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

General Manager

Vice-President

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 51

**General Office & Administration Jobs
Minimum Bi-Weekly Wage Ranges**

Number	Job Title	Bi-Weekly Wage Range Jan 1, 2010 2.75%	Increment	Bi-Weekly Wage Range Jan 1, 2011 3.00%	Increment	Bi-Weekly Wage Range Jan 1, 2012 3.50%	Increment
510100	Receptionist	1,682.88 - 2,016.66 (21.04 - 25.21)	111.26 1.39	1,733.57 - 2,077.41 (21.67 - 25.97)	114.61 1.43	1,794.60 - 2,150.55 (22.43 - 26.88)	118.65 1.48
510200	Customer Service Advisor Entry Level	1,794.03 - 2,128.46 (22.43 - 26.61)	111.48 1.39	1,848.08 - 2,192.58 (23.10 - 27.41)	114.83 1.44	1,913.14 - 2,269.77 (23.91 - 28.37)	118.88 1.49
511200	Financial Assistant Entry Level	1,793.86 - 2,128.46 (22.42 - 26.61)	111.53 1.39	1,847.90 - 2,192.58 (23.10 - 27.41)	114.89 1.44	1,912.96 - 2,269.77 (23.91 - 28.37)	118.94 1.49
510300	Customer Service Advisor Qualified	1,918.01 - 2,363.60 23.98 - 29.55	111.40 1.39	1,975.79 - 2,434.81 (24.70 - 30.44)	114.76 1.43	2,045.35 - 2,520.53 (25.57 - 31.51)	118.80 1.49
511300	Financial Assistant Qualified	1,918.01 - 2,363.60 (23.98 - 29.55)	111.40 1.39	1,975.79 - 2,434.81 (24.70 - 30.44)	114.76 1.43	2,045.35 - 2,520.53 (25.57 - 31.51)	118.80 1.49
510400	Customer Service Advisor Senior Qualified	2,139.15 - 2,585.57 (26.74 - 32.32)	111.61 1.40	2,203.60 - 2,663.46 (27.55 - 33.29)	114.97 1.44	2,281.18 - 2,757.23 (28.51 - 34.47)	119.01 1.49
511400	Financial Assistant Senior Qualified	2,139.15 - 2,585.57 (26.74 - 32.32)	111.61 1.40	2,203.60 - 2,663.46 (27.55 - 33.29)	114.97 1.44	2,281.18 - 2,757.23 (28.51 - 34.47)	119.01 1.49

THE YUKON ELECTRICAL COMPANY LIMITED

SCHEDULE 52

**Draftsperson and Engineering Assistant Jobs
Minimum Bi-Weekly Wage Ranges**

Job Class Number	Job Title	Bi-Weekly Wage Range		Bi-Weekly Wage Range		Bi-Weekly Wage Range	
		Jan. 1, 2010 2.75%	Increment	Jan 1, 2011 3.00%	Increment	Jan 1, 2012 3.50%	Increment
520000	Draftsperson – Entry Level	1,762.62 - 2,008.44 (22.03 - 25.11)	*81.94 *1.02	1,815.72 - 2,068.94 (22.70 - 25.86)	*84.41 *1.06	1,879.65 - 2,141.78 (23.50 - 26.77)	*87.38 *1.09
521000	Engineering Assistant Entry Level	1,762.62 - 2,008.44 (22.03 - 25.11)	*81.94 *1.02	1,815.72 - 2,068.94 (22.70 - 25.86)	*84.41 *1.06	1,879.65 - 2,141.78 (23.50 - 26.77)	*87.38 *1.09
520100	Draftsperson I	1,870.32 - 2,402.23 (23.38 - 30.03)	*106.38 *1.33	1,926.66 - 2,474.60 (24.08 - 30.93)	*109.59 *1.37	1,994.49 - 2,561.72 (24.93 - 32.02)	*113.45 *1.42
521100	Engineering Assistant I	1,870.32 - 2,402.23 (23.38 - 30.03)	*106.38 *1.33	1,926.66 - 2,474.60 (24.08 - 30.93)	*109.59 *1.37	1,994.49 - 2,561.72 (24.93 - 32.02)	*113.45 *1.42
520500	Draftsperson II	2,508.29 - 2,959.63 (31.35 - 37.00)	*112.84 *1.41	2,583.85 - 3,048.79 (32.30 - 38.11)	*116.24 *1.45	2,674.82 - 3,156.13 (33.44 - 39.45)	*120.33 *1.50
521300	Engineering Assistant II	2,508.29 - 2,959.63 (31.35 - 37.00)	*112.84 *1.41	2,583.85 - 3,048.79 (32.30 - 38.11)	*116.24 *1.45	2,674.82 - 3,156.13 (33.44 - 39.45)	*120.33 *1.50
520900	Draftsperson III	2,837.96 - 3,382.20 (35.47 - 42.28)	136.06 1.70	2,923.45 - 3,484.09 (36.54 - 43.55)	140.16 1.75	3,026.38 - 3,606.75 (37.83 - 45.08)	145.09 1.81
521500	Engineering Assistant III	2,837.96 - 3,382.20 (35.47 - 42.28)	136.06 1.70	2,923.45 - 3,484.09 (36.54 - 43.55)	140.16 1.75	3,026.38 - 3,606.75 (37.83 - 45.08)	145.09 1.81

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 53
Operations and Maintenance Support Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Number	Job Title	Bi-Weekly Wage Range Jan 1, 2010 2.75%	Increment	Bi-Weekly Wage Range Jan 1, 2011 3.00%	Increment	Bi-Weekly Wage Range Jan 1, 2012 3.50%	Increment
530400	Capital and Construction Assistant	1,918.01 - 2,363.60 (23.98 - 29.55)	111.40 1.39	1,975.79 - 2,434.81 (24.70 - 30.44)	114.76 1.43	2,045.35 - 2,520.53 (25.57 - 31.51)	118.80 1.49
530500	Operations Support	1,918.01 - 2,363.60 (23.98 - 29.55)	111.40 1.39	1,975.79 - 2,434.81 (24.70 - 30.44)	114.76 1.43	2,045.35 - 2,520.53 (25.57 - 31.51)	118.80 1.49

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 54
Apprentice Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Code(s)	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2010 Bi Weekly 2.75%							
		543101 1-1	543102 1-2	543103 2-1	543104 2-2	543105 3-1	543106 3-2	543107 4-1	543108 4-2
543101-543108	Power Line Technician	1,912.26	2,071.74	2,229.59	2,389.08	2,547.75	2,707.24	2,867.56	3,027.04
		23.90	25.90	27.87	29.86	31.85	33.84	35.84	37.84
		Training Term/Wage Range Effective January 1, 2011 Bi Weekly 3.00%							
		543101 1-1	543102 1-2	543103 2-1	543104 2-2	543105 3-1	543106 3-2	543107 4-1	543108 4-2
543101-543108	Power Line Technician	1,969.87	2,134.15	2,296.76	2,461.06	2,624.50	2,788.80	2,953.95	3,118.23
		24.62	26.68	28.71	30.76	32.81	34.86	36.92	38.98
		Training Term/Wage Range Effective January 1, 2012 Bi Weekly 3.50%							
		543101 1-1	543102 1-2	543103 2-1	543104 2-2	543105 3-1	543106 3-2	543107 4-1	543108 4-2
543101-543108	Power Line Technician	2,039.22	2,209.29	2,377.62	2,547.71	2,716.89	2,886.99	3,057.94	3,228.01
		25.49	27.62	29.72	31.85	33.96	36.09	38.22	40.35

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 55
Line and Service Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Number	Job Title	Bi-Weekly Wage Range Jan 1, 2010 2.75%	Increment	Bi-Weekly Wage Range Jan 1, 2011 3.00%	Increment	Bi-Weekly Wage Range Jan 1, 2012 3.50%	Increment
556110	Power Line Technician	3,186.54 - 3,548.27 (39.83 - 44.35)	*180.87 *2.26	3,282.53 - 3,655.16 (41.03 - 45.69)	*186.32 *2.33	3,398.10 - 3,783.84 (42.48 - 47.30)	*192.87 *2.41
558110	Power Line Technician Team Lead	3,383.85 - 3,869.72 (42.30 - 48.37)	161.96 2.02	3,485.79 - 3,986.30 (43.57 - 49.83)	166.84 2.09	3,608.51 - 4,126.65 (45.11 - 51.58)	172.71 2.16

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 56 - Plant Maintenance Jobs
Plant Maintenance Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Number	Job Title	Bi-Weekly Wage Range Jan 1, 2010 2.75%		Bi-Weekly Wage Range Jan 1, 2010 3.00%		Bi-Weekly Wage Range Jan 1, 2010 3.50%	
			Increment		Increment		Increment
566100	Maintenance Man I	1,414.05 - 2,309.33 (17.68 - 28.87)	*179.06 *2.24	1,456.65 - 2,378.90 (18.21 - 29.74)	*184.45 *2.31	1,507.93 - 2,462.65 (18.85 - 30.78)	*190.94 *2.39
566300	Maintenance Man II	2,318.38 - 2,856.04 (28.98 - 35.70)	*179.22 *2.24	2,388.22 - 2,942.08 (29.85 - 36.78)	*184.62 *2.31	2,472.30 - 3,045.66 (30.90 - 38.07)	*191.12 *2.39
566500	Maintenance Man III	2,860.98 - 3,397.82 (35.76 - 42.47)	*178.95 *2.24	2,947.16 - 3,500.18 (36.84 - 43.75)	*184.34 *2.30	3,050.91 - 3,623.41 (38.14 - 45.29)	*190.83 *2.39
566700	Lead Maintenance Man	3,521.96 44.02		3,628.06 45.35		3,755.79 46.95	

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 57
General Operations Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Number	Job Title	Bi-Weekly Wage Range Jan. 1, 2010		Bi-Weekly Wage Range Jan. 1, 2010		Bi-Weekly Wage Range Jan. 1, 2010	
		2.75%	Increment	3.00%	Increment	3.50%	Increment
570000	Labourer/Groundman	Shall be paid the going hourly rate		Shall be paid the going hourly rate		Shall be paid the going hourly rate	
570100	Warehouseman	1,594.09 - 2,192.59 (19.93- 27.41)	*85.50 *1.07	1,642.11- 2,258.64 (20.53 – 28.23)	*88.08 *1.10	1,699.93 - 2,338.16 (21.25 – 29.23)	*91.18 *1.14
570300	Senior Warehouseman	2,104.63 - 2,446.63 (26.31 – 30.58)	*85.50 *1.07	2,168.03 - 2,520.33 (27.10 – 31.50)	*88.08 *1.10	2,244.36 - 2,609.06 (28.05 – 32.61)	*91.18 *1.14
570500	Stockkeeper	2,177.79 - 2,703.95 (27.22 – 33.80)	105.23 1.32	2,243.40 - 2,785.41 (28.04 – 34.82)	108.40 1.36	2,322.39 - 2,883.47 (29.03 – 36.04)	112.22 1.40
572100	Meter Reader	1,487.21 - 2,195.06 (18.59 - 27.44)	*101.12 *1.26	1,532.02 - 2,261.19 (19.15 - 28.26)	*104.17 *1.30	1,585.96 - 2,340.80 (19.82 - 29.26)	*107.83 *1.35
572300	Field Services Representative	1,587.52 - 2,295.36 (19.84 - 28.69)	*101.12 *1.26	1,635.35 - 2,364.51 (20.44 - 29.56)	*104.17 *1.30	1,692.93 - 2,447.75 (21.16 - 30.60)	*107.83 *1.35
573000	Equipment Operator Entry Level	1,589.16 - 2,201.64 (19.86 - 27.52)	102.08 1.28	1,637.04 - 2,267.97 (20.46 - 28.35)	105.16 1.31	1,694.68 - 2,347.82 (21.18 - 29.35)	108.86 1.36
573100	Equipment Operator	2,205.75 - 2,666.14 (27.57 - 33.33)	*115.10 *1.44	2,272.20 - 2,746.46 (28.40 - 34.33)	*118.57 *1.48	2,352.19 - 2,843.15 (29.40 - 35.54)	*122.74 *1.53

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

THE YUKON ELECTRICAL COMPANY LIMITED
SCHEDULE 58
Technical Jobs
Minimum Bi-Weekly Wage Ranges

Job Class Number	Job Title	Bi-Weekly Wage Range Jan 1, 2010		Bi-Weekly Wage Range Jan 1, 2011		Bi-Weekly Wage Range Jan 1, 2012	
		2.75%	Increment	3.00%	Increment	3.50%	Increment
585100	Technologist Assistant	1,869.50 - 2,750.82 (23.37 - 34.39)	*176.26 *2.20	1,925.82 - 2,833.68 (24.07 - 35.42)	*181.57 *2.27	1,993.62 - 2,933.44 (24.92 - 36.67)	*187.96 *2.35
585300	Technologist I	2,574.06 - 3,631.3 (32.18 - 45.39)	*176.21 *2.20	2,651.60 - 3,740.70 (33.15 - 46.76)	*181.52 *2.27	2,744.96 - 3,872.40 (34.31 - 48.41)	*187.91 *2.35
585500	Technologist II	3,404.40 - 3,860.68 (42.56 - 48.26)	152.09 1.90	3,506.96 - 3,976.98 (43.84 - 49.71)	156.67 1.96	3,630.42 - 4,117.00 (45.38 - 51.46)	162.19 2.03
585800	Technologist Team Leader	3,470.99 - 3,938.78 (43.39 - 49.23)	155.93 1.95	3,575.55 - 4,057.43 (44.69 - 50.72)	160.63 2.01	3,701.44 - 4,200.28 (46.27 - 52.50)	166.28 2.08
586100	Diesel/Turbine Operator Entry Level	1,519.28 - 2,394.84 (18.99 - 29.94)	*145.93 *1.82	1,565.05 - 2,466.98 (19.56 - 30.84)	*150.32 *1.88	1,620.15 - 2,553.83 (20.25 - 31.92)	*155.61 *1.95
586300	Diesel/Turbine Operator I	2,256.72 - 2,986.76 (28.21 - 37.33)	*146.01 *1.83	2,324.70 - 3,076.73 (29.06 - 38.46)	*150.41 *1.88	2,406.55 - 3,185.05 (30.08 - 39.81)	*155.70 *1.95
586700	Diesel/Turbine Operator II	2,405.53 - 3,281.90 (30.07 - 41.02)	*146.06 *1.83	2,478.00 - 3,380.77 (30.98 - 42.26)	*150.46 *1.88	2,565.25 - 3,499.80 (32.07 - 43.75)	*155.76 *1.95

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

THE YUKON ELECTRICAL COMPANY LIMITED

Notes Applying to: Wage Schedules #51, 52, 53, 54, 55, 56, 57, 58 and Minimum Hourly Wage Ranges

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or industry certification and successful completion of Company and industry examinations.

Certain job classes such as apprentices are indentured or enrolled in formalized training programs that require a combination of time in the job and successful completion of examinations in order to progress. Progression through the range and increment adjustments for employees in Schedule 54 (Apprentices) may occur at any time in the calendar year and are not restricted to January and July.

3. After a new employee successfully completes the probationary period, the employee will receive one increment on January 1 or July 1, whichever comes first. Thereafter, the amounts of increment adjustments are subject to annual or semi-annual review respectively as indicated by the schedule. Increments will be determined by the supervisor and/or manager subject to clause #2 of these notes.
4. 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.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

THE YUKON ELECTRICAL COMPANY LIMITED
APPENDIX A
ENTRY LEVEL JOBS

510100	Receptionist
510200	Customer Service Advisor – Entry
511200	Financial Assistant - Entry
521000	Engineering Assistant Entry Level
521100	Engineering Assistant I
543101–543108	Power Line Technician Apprentice
566100	Maintenance Man I
570000	Labourer/Groundman
570100	Warehouseman
572100	Meter Reader
572300	Field Services Representative
573000	Equipment Operator Entry Level
585100	Technologist Assistant
585300	Technologist I
586100	Diesel/Turbine Operator Entry Level
586300	Diesel/Turbine Operator I

APPENDIX B JOB PROGRESSION

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

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

PROGRESSION FROM:

PROGRESSION TO:

510200 Customer Service Advisor – Entry	510300 Customer Service Advisor – Qualified
511200 Financial Assistant – Entry	511300 Financial Assistant - Qualified
520000 Draftsperson Entry Level	520100 Draftsperson I
520100 Draftsperson I	520500 Draftsperson II
521000 Engineering Assistant Entry Level	521100 Engineering Assistant I
521100 Engineering Assistant I	521300 Engineering Assistant II
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.

LETTER OF AGREEMENT RE: JOB POSTINGS

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

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

Clause 15.01 (f) makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Clause 15.01 (f) will be composed of the six (6) bargaining units (composite bargaining unit) who represent the employees of ATCO Electric, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, Northland Utilities (NWT) Limited, and Yukon Electrical Company Limited. Those six (6) bargaining units will be treated as one (1) unit in respect to this Article. For all Job Postings, the Company will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, then the Company will have the right to hire externally.

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

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

- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to ATCO Electric Limited, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, or Northland Utilities (NWT) Limited. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.

- (d) In the event that the size of the bargaining units at ATCO Electric, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, Northland Utilities (NWT) Limited, or Yukon Electrical Company Limited should increase by more than fifty (50%) percent, it is understood that this Letter of Understanding 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 is given by one of the following to all of the others:
 - (1) Canadian Energy Workers Association Chapter 101
 - (2) ATCO Electric Limited
 - (3) Canadian Energy Workers Association Chapter 102
 - (4) ATCO Power
 - (5) Canadian Energy Workers Association Chapter 103
 - (6) ATCO I-Tek Business Services Ltd.
 - (7) Canadian Energy Workers Association Chapter 104
 - (8) Northland Utilities (Yellowknife) Limited
 - (9) Northland Utilities Employees' Association
 - (10) Northland Utilities (NWT) Limited
 - (11) Yukon Electrical Employees' Association
 - (12) Yukon Electrical Company Limited

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

**LETTER OF AGREEMENT
RE: VACATION FOR NEW HIRES**

In an effort to attract skilled and experienced employees, the parties agree that the Company may, at its discretion, consider vacation entitlement based on job-related experience. This option is intended to be an attraction incentive when it is difficult to recruit qualified employees, subject to the following:

1. Only job related experience will be taken into account for current and future vacation entitlement. The related experience is deemed as completed years of service for the purpose of Article 19.00 only.
2. A new hire will not receive more vacation than he would be entitled to under Article 19.01.
3. The Company will consult with the Association prior to applying the provisions of this letter.
4. The Company must provide the Association, in writing, a copy of the pertinent information when the provisions of this letter are exercised.
5. Application of this Letter of Agreement will be monitored on a regular basis to determine its effectiveness.
6. Either party may terminate this Letter of Agreement with 60 Days written notice.

**THE YUKON ELECTRICAL
COMPANY LIMITED**

**THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION**

President

President

General Manager

Vice-President

**LETTER OF AGREEMENT RE: WHITEHORSE IN-TOWN
POWER LINE TECHNICIAN ON STANDBY**

In recognition of the additional standby responsibilities for the Whitehorse in-town Power Line Technician who is responsible for taking all calls for the Whitehorse service area and dispatching those calls to the local out-of-town Power Line Technician on standby, the parties agree that the Whitehorse in-town Power Line Technician will be paid an additional one-half (1/2) hour of regular pay for each day that he performs the standby and dispatching duties. The following provisions will apply:

1. The pay outlined in this Letter of Agreement is compensation for the responsibility of dispatching and will only apply to the Whitehorse in-town Power Line Technician who is on standby and responsible for dispatching.
2. Only one Whitehorse in-town Power Line Technician on standby at a time will be eligible to receive the pay outlined in this Letter of Agreement on any given day.
3. Application of this Letter of Agreement will be monitored on a regular basis to determine its effectiveness in light of changing business needs.
4. Either party may terminate this Letter of Agreement with 60 Days written notice.

**THE YUKON ELECTRICAL
COMPANY LIMITED
ASSOCIATION**

**THE YUKON ELECTRICAL
EMPLOYEES'**

President

President

General Manager

Vice-President

LETTER OF AGREEMENT

RE: TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

The parties agree that Permanent Employees may be temporarily assigned to a **higher classification**. For the purpose of this Letter of Agreement, a temporary assignment is defined as a temporary change in primary duties and/or work location.

To ensure that temporary assignments are administered appropriately, all assignments with a term greater than **sixty (60) Days** will be documented with the following:

- 1. Reasons for the temporary assignment
- 2. Nature of the assignment
- 3. Term (duration)
- 4. Employee's current Job Class and the Job Class to which he is being temporarily assigned
- 5. Location of the assignment
- 6. Provisions for meals, travel and accommodation expenses (if applicable)
- 7. Provisions for what will happen upon completion of the assignment

The Company will, after discussing the assignment with the employee, provide a copy of the proposed assignment terms to the employee and the Association.

The Association will have the opportunity to discuss the temporary assignment with the employee and, as appropriate, may provide recommendations to the employee and/or Company. A final copy of the assignment will be placed in the employee's personnel file, with a copy sent to the employee and the Association.

The Company will maintain a record of all temporary assignments that are over **sixty (60) Days** in duration and, at the request of the Association, will provide a current list of these existing temporary assignments.

In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers.

**THE YUKON ELECTRICAL
COMPANY LIMITED**

**THE YUKONELECTRICAL
EMPLOYEES' ASSOCIATION**

President

President

General Manager

Vice-President

Letter of Agreement
Re: Commitment to Health, Safety, Wellness and the Environment

Ensuring the health and well being of all employees, ensuring the safety of its workers, and respecting the environment are key values shared by the Association and the Company. The Company has adopted a management approach to health, safety, wellness and the environment that is embodied in ATCO Electric's principles statement. That statement and its supporting activities incorporate the following key concepts and principles:

- Practice safety first, always.
- Question any procedure or work plan that is not clear or that raises concerns.
- Refuse to do unsafe work.
- Look out for fellow workers.
- Conduct a hazard and risk assessment and prepare a job plan.
- Demonstrate personal involvement.
- Productivity does not justify injury.
- Employees have the right to work in an environment that is free from violence, bullying, harassment and discrimination.
- Responsibility to work safely rests with employees, supervisors, managers and executives. Ensure workplace health and safety and environmental protection on the job and be accountable for understanding and following HSE requirements.
- Commit to employee involvement and engage workers appropriately in key activities and decisions.

The Association and the Company are committed to upholding these key concepts and principles. Management of health, safety, wellness and the environment is an ongoing process. The Association and the Company will work to foster a work environment that is conducive to "Safety First, Always" that promotes the well being of the individual and ensures activities that minimize the environmental impact of our activities.

The Association and the Company will demonstrate and sustain their commitment to health, safety, wellness and the environment by participating in the HSE Working Group, the Health and Wellness Committee and by sponsoring or supporting other joint efforts.

Nothing in this Letter of Agreement supercedes any provisions of the Collective Agreement.

**THE YUKON ELECTRICAL
COMPANY LIMITED**

**THE YUKON ELECTRICAL
EMPLOYEES' ASSOCIATION**

President

President

General Manager

Vice-President

