
**Agreement Between
Yukon Energy Corporation
And
The Public Service Alliance of Canada
(Yukon Employees' Union Local Y024)**

YUKON
ENERGY



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Effective January 1, 2005 to December 31, 2007

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Parties to the Agreement

AGREEMENT

THIS AGREEMENT made as of the first (1st) day of January A.D. 2005.

BETWEEN

THE YUKON ENERGY CORPORATION, body corporate with head office at the City of Whitehorse, in the Yukon Territory (hereinafter called “the Corporation”).

OF THE FIRST PART,

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA (YUKON EMPLOYEES’ UNION Local Y024), a trade union within the meaning of the Canada Labour Code, of the said City of Whitehorse, in Yukon Territory (hereinafter called “the Union”).

OF THE SECOND PART

Whereas the Corporation is a public utility engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling electricity and of providing services in connection therewith and supplying electricity to communities and inhabitants in the Yukon and is directly accountable to the Yukon Utilities Board under the Public Utilities Act.

**Article 1
Purpose**

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the agreement and to ensure that all legislated measures are provided for the safety and occupational health of the employees.

**Article 2
Interpretation and Definitions**

“**Bargaining Unit**” means all employees employed by the Employer as described in Article 3.

“**Calendar Year**” means January 1 to December 31.

“Casual Worker” means a person who does not work more than three hundred and twenty (320) regular hours within any three (3) consecutive calendar months and all employees performing janitorial work in district offices and it is agreed shall not be included within the scope of this Collective Agreement.

“Common-Law Spouse”– A Common Law relationship exists when for a continuous period of at least one (1) year, an employee has lived with that person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if the person were their spouse.

“Day of Rest” in relation to an employee means a day other than a recognized holiday on which that employee is not ordinarily required to perform the duties of their position for reasons other than by being on leave of absence.

“Dependent Child” means an unmarried natural, adopted, or step child who is entirely dependent on the employee for maintenance and support and who is:

- (i) under 21 years of age
- (ii) under 25 years of age and attending a college or university full-time, or
- (iii) physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee for maintenance and support and while eligible under (i) or (ii) above
- (iv) for further clarification, “entirely dependent” means the employee is the principal financial supporter

“Employer” means the Yukon Energy Corporation.

“Grievance” means a claim or complaint in writing involving the interpretation, application or alleged violation of this collective agreement, from an employee or group of employees of the Union, or either party and processed through the grievance procedure.

“Permanent Employee” means an employee who has been appointed by written notice to a permanently established full time position. Such appointment shall be conveyed to the employee and the Union in writing within seven (7) days of appointment.

“Permanent Part Time Employee” means an employee who has been appointed, by written notice, to a permanently established part time position. Such appointment shall be conveyed to the employee and the Union in writing within seven (7) days of appointment.

“Probation Period” means initial period of permanent or term employment during which the employer has an opportunity to assess the suitability of the employee.

“Seniority” means the length of an employee’s accumulated service with the company and predecessor company (s) within the bargaining unit, calculated as the elapsed time from the date they were first employed, unless their seniority was broken in which event, calculation shall be from the date they returned to work following the last break in their seniority.

“Shift Employee” means an employee who is scheduled to work on a rotating or irregular basis.

“Spouse” means a person who is married to the employee, except that a person of the same or opposite sex who is living with the employee in a conjugal relationship for a continuous period of at least one (1) year.

“Technological Change” means the introduction by the Employer of equipment or material of a different nature than that previously utilized and a change in the Employer’s operation directly related to the introduction of that equipment or material.

“Temporary Employee” means an employee hired for full time or part time 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 shall not utilize a number of person hours in excess of sixty (60) per cent of the hours established for a permanent 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 Corporation undertakes to notify the Union in writing of the name of the employees hired in this category.

“Term Employee” means an employee who has been hired to a position established for a specified length of time for a specific project or for work which is not of a permanent or continuing nature, on either a full or part time basis, and further whose employment will be terminated on the completion of such work. 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 Corporation undertakes to notify the Union in writing of the name of the employees hired in this category.

Article 3 Recognition

- 3.01** a) The Corporation recognizes the Union as the exclusive bargaining agency for all employees as defined in the Canada Labour Relations Board Certificate as referred to in Article 4.00 or said certificate as it may be amended from time to time. The Corporation recognizes the right of an employee to be represented by a Union Representative.
- b) Whereas by Certificate dated the December 11, 2001 and issued by the Canada Labour Relations Board (hereinafter called “The Board”), and made pursuant to the provisions of the Canada Labour Code, the Union has been certified as bargaining agent for the unit of employees of the Corporation which is mutually agreed as comprising: **“All** employees of Yukon Energy Corporation within the Yukon Territory including term employees, excluding President, Vice-president, Managers,

Engineers, Supervisors, Directors, Controllers, employees operating in a confidential capacity, and casual workers."

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

- 3.02**
- a) The Employer acknowledges the right of the Union to appoint employees as representatives.
 - b) The Union may appoint up to three (3) representatives and three (3) alternate representatives, having regard to the Employer's structure.
 - c) The Union will provide the Employer with a list of its representatives and any revisions from time to time.
 - d)
 - (j) An employee appointed as a Union representative shall obtain their immediate out of scope supervisor's approval before leaving work to attend to Union business. Such approved leave shall be at no loss of regular pay. All time granted accordingly, shall be reported as union leave on timesheets.
 - (ii) Employees will follow the procedures set out under Article 11.04 (a) to attempt to resolve disagreements resulting from this Collective Agreement.
 - e) Union business is defined as:
 - (i) Investigating complaints of an urgent nature;
 - (ii) Meeting with the employer to deal with a grievance;
 - (iii) Meeting with the employer at J.C.C.;
 - (iv) Attending such other meetings called by the employer; or
 - (v) Participating in a conflict resolution process, or Union business as agreed by the parties.
 - f) An employee shall not suffer a loss of regular pay as a result of
 - (i) Being required by the employer to attend a meeting; or
 - (ii) Being called as a witness by the employer before third (3rd) parties.
 - g) Where it is agreed by the Corporation, all travel expenses incurred by the Union shall be paid by the employer.
 - h)
 - (i) Where operational requirements permit, the Employer may grant leave without pay to a maximum of five (5) employees for the purpose of attending contract negotiation meetings with the Employer. **All** time granted accordingly, shall be reported as union leave on timesheets.
 - (ii) Subject to h(i) above, such employees will be granted leave without pay to attend subsequent negotiation meetings. All time granted accordingly, shall be reported as union leave on timesheets.

- i) Where employees attend contract negotiations or attend Union conferences or seminars on leave without pay, they will remain on payroll and the Union will be invoiced accordingly.
- j) Where it is operationally feasible, up to two (2) employees may be granted leave without pay to attend Union conferences or seminars.

Article 4 Application

4.01 This Agreement shall apply with respect to all of the Corporation's employees comprised within the bargaining unit prescribed by the Canada Labour Relations Board or the said certificate issued to the Public Service Alliance of Canada (Yukon Employees' Union) as it may be amended from time to time.

Article 5 Union Dues

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

5.02 The Corporation shall provide the Union with a printout, monthly, containing the following specifics:

1. List of the names of deductees
2. Employee Classification
3. Amount deducted from each employee

5.03 The Corporation will not authorize any other dues deduction except to the benefit of the Union, unless otherwise required by law.

Article 6 Discrimination

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced as set out by the Employment Standards Act of the Yukon Territory, the Canada Labour Code and the Yukon Human Rights Act.

**Article 7
Continuity of Service**

- 7.01** Subject to provisions in 38.00 (Essential Services) it is agreed that the service rendered by the Corporation, its management and employees directly or indirectly, to electric customers from time to time served by the Corporation, is essential to the welfare of these customers.
- 7.02** The Union 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 Corporation agrees that it will not cause any lockout of employees.

**Article 8
Rights of Management**

- 8.01** The Corporation retains the sole and exclusive control of all matters concerning the operation, management and administration of its business and the direction and control of the Corporation's workforce. The Corporation shall retain all the rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this agreement. The Corporation agrees to administer its rights in a manner that is non-discriminatory.

**Article 9
Notices**

- 9.01** 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:

Corporation:

President/CEO & Director, Human Resources & Corporate Services
Yukon Energy Corporation
P.O. Box 5920
Whitehorse, Yukon Y1A 6S7

Union:

President
Public Service Alliance of Canada (Yukon Employees' Union, Local Y024)
100 - 2285 - 2nd Avenue
Whitehorse, Yukon Y1A 1C9

9.02 Each party may, from time to time, designate another representative to whom such notices may be served, and may change its address; in these instances written notice to that effect will be served to the other party.

Where such notice has been sent, it shall be deemed to have been received and the particular notice given, upon the expiration of five (5) days excluding Saturdays, Sundays and holidays next following the date of such mailing.

Article 10 Headings

10.01 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.

10.02 Whenever the singular, masculine or feminine is used in this Agreement it shall be interpreted as if the plural, feminine or masculine has been used where the context or the parties so require.

Article 11 Grievance Procedure

11.01 a) The grievance procedure described in this Article will be used only to resolve disagreements involving the interpretation, application, administration or any alleged violation of the collective agreement.

b) The employee may be assisted and represented by a Union representative at any stage of this procedure.

c) A grievance shall not be invalid by reason only of the fact it is not in accordance with the Grievance Fact Sheet provided by the Employer.

d) For some issues it may be helpful to bring in a third party mediator to facilitate the discussions, The Corporation with agreement from the Union may refer the disagreement to mediation. The Union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. Both **parties** must be willing to suspend the time limitations for processing grievances for the duration of the mediation. Mediation may be terminated by either party or the mediator at any time.

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

11.03 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance, as provided in the Collective Agreement.

11.04 Step 1 Discussion Stage

- a) Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with their immediate supervisor or if the disagreement relates to a recruitment posting, with the selecting supervisor.
- b) The discussion 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 lines.
 - (i) In the case of a Recruitment Posting, a grievance must be submitted within five (5) days of the employee receiving written reasons for not being selected. This time period will be extended to ten (10) days upon the request of the employee.
 - (ii) In the case of a dismissal, a grievance must be submitted within ten (10) days of the dismissal.
 - (iii) In any other case, a grievance must be submitted within fifteen (15) days of the act giving rise to the grievance.

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

- c) If the issue cannot be resolved at this stage, and the employee, group of employees or Union wishes to pursue the grievance, a first level “Grievance Fact Sheet” must be filed within the designated timelines; or
- d) In the case of the discharge of an employee, unless the parties agree otherwise, the disagreement will automatically proceed to a Step 3 – Level 2 grievance.
- e) An employee or group of employees must obtain the approval of the Union, and be represented by the Union, before a grievance can proceed to Step 2 – Level 1, or referred to Arbitration – Step 4 – Level 3.

11.05 Calculation of Time

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

- a) Saturdays, Sundays and Statutory 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.

11.06 Step 2 - Level 1 Grievance

- a) The employee is required to file a “Grievance Fact Sheet” to initiate the Level 1 grievance. The information contained in the “Circumstances and Nature of

Grievance” should contain enough information to enable the Director or designate to identify what is being alleged. A copy will be given to the employee’s supervisor.

- b) Where the grievance results from a Recruitment Posting, the grievance will be sent to the selecting supervisor and the Director/Manager within five (5) 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 Article 11.04 (b), where in the time for sending the grievance will be extended to 10 days.
- c) In any other case, the grievance will be given to the employee’s supervisor’s Director/Manager within fifteen (15) days of the act causing the grievance, with a copy, for information purposes, to the employee’s supervisor.
- d) The Director/Manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 31 (Recruitment Posting), the supervisor who made the decision shall attend.
- e) Within fifteen (15) days of receiving the grievance, the Director/Manager or designate will either uphold or deny the grievance. The Director/Manager or designate’s decision shall be in writing and given to the employee and the Union.
- f) Failing settlement at this stage, the Union or the Employer may proceed to Step 3 – Level 2 grievance.

11.07 Step 3 – Level 2 Grievance

- a) The Union may present the same grievance fact sheet to the President/CEO of the Corporation or designate that was filed for the Level 1 grievance within fifteen (15) days of receipt of the decision.
- b) In the case of a grievance resulting from the dismissal of an employee, the employee is required to file a “Grievance Fact Sheet” to initiate the Level 2 grievance. The information contained in the “Circumstances and Nature of Grievance” should contain enough information to enable the President/CEO or designate to identify what is being alleged.
- c) The President/CEO, or designate and affected manager/supervisor, where appropriate, will meet with the employee to discuss the grievance
- d) Within fifteen (15) days of receipt of the Level 2 grievance, the President/CEO or designate will either uphold or deny the grievance. The President/CEO or designate’s decision shall be in writing and given to the employee and the Union.
- e) Failing settlement at this stage, the Corporation or the Union may refer the issue to Step 4 – Level 3 – Arbitration.

11.08 Policy Grievance

- a) Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of the policies that form part of this Collective Agreement as listed in Article 34.05.
- b) The Union is required to file a “Grievance Fact Sheet” to initiate the Level 2 grievance. The information contained in the “Circumstances and Nature of Grievance” should contain enough information to enable the President/CEO or designate to identify what is being alleged.
- c) A grievance under Article 11.08, once served on the other party, shall constitute a notice of request for a Level 2 hearing.
- d) Failing settlement at this stage, the Corporation or the Union may refer the issue to Step 4 – Level 3 – Arbitration.

11.09 Step 4 – Level 3 Rights Arbitration

Either party to this agreement may immediately refer matters not resolved through the grievance procedure to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable. The arbitrator shall settle and determine the said matters during the operation of this Collective Agreement.

- a) By mutual agreement beforehand, the parties may opt for alternative methods such as mediation, in order to resolve a grievance. However, either party may request arbitration by letter to the other party within fifteen (15) days of receipt of the level 2 grievance decision. The letter shall state the matter sought to be arbitrated and the names of proposed arbitrators. The other party shall, within thirty (30) days of the receipt of such letter notify the first party in writing of the acceptance of one of the arbitrators named or propose others.
- b) If the parties fail to agree on an Arbitrator within thirty (30) days of receipt of the second party’s letter, either party may request the Minister of Labour to make an appointment.
- c) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- d) The arbitrator shall hear the grievance as soon as possible, and render a written decision within thirty (30) days. The decision, once forwarded to the parties is final and binding on each part and any employee affected by it.
- e) Each party shall pay one half of the fees and expenses of the arbitrator.

Article 12 Probation

- 12.01** All new hires shall be subject to a probation period not to exceed **six (6)** months. During the probation period, employment may be terminated at the Corporation's discretion. A review of each employee's performance will be discussed with them prior to the final thirty (30) days of the probation period.
- 12.02** When a term or temporary employee is hired for a permanent position, and has been working in a related job, the probationary period will be reduced as follows:
- a) If the person has been employed by the Corporation in a related job for more than three (3) months, the probationary period will be reduced by at least three (3) months, and may be reduced up to six (6) months, at the Corporation's discretion.
 - b) If the person has been employed by the Corporation in a related job for less than three (3) months, the probationary period will be reduced by the actual amount of time they have been employed in the related job.

Article 13 Normal Hours of Work

- a) The hours of work stated in this Article shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked, but serves only as a basis for the calculation of overtime.
 - b) At all times it is the parties' mutual intent that the current practice of scheduling and/or backfilling shift employees so as to minimize costs will continue for the duration of this agreement.
- 13.01 Non-shift employees**
- a) For non-shift employees, a normal day's work shall be eight (8) hours between 06:00 and 20:00 hours as determined by the employer. A maximum lunch period of one (1) hour shall be observed, unless otherwise agreed to by an employee and their immediate supervisor. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Saturday inclusive.
 - 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 of ten (10) hours per day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per day would not apply.
 - c) Certain work of a construction, maintenance or replacement nature on the Corporation's transmission, distribution and production facilities is required on a pre-planned basis, to be performed during other than normal hours of work for

operational employees. In such cases the Corporation, on forty-eight (48) working hours' notice, may reschedule the normal hours of work of employees so affected as set out in Sub-Section 13.01 (a).

- d) Authorized overtime for employees in this category shall be paid as follows: employees shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of eight (8) hours per day, ten (10) hours pursuant to Article 13.01 (b), and for all authorized overtime worked in excess of forty (40) hours per week and for all hours worked on Holidays as specified in 24.00 or on scheduled days of rest.
- e) In the event that an employee works five (5) or more hours of overtime in the eight (8) hours immediately preceding their regularly scheduled work period, they shall only be required to report for work for either the first four (4) hours or the last four (4) hours of their next regularly scheduled work period with no loss of wages.
- f) 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.
- g) Notwithstanding Article 13.01 (e) and (f), in emergency situations, the employee may be called back to work at the employee's regular rate of pay.
- h) Employees will not normally be called upon to be away from home base on weekends except for work of an emergency nature, or by mutual agreement, or in economically viable situations (e.g. weather, transportation restrictions, etc.).
- i) Except in the case of an emergency, the Corporation will endeavour to give a minimum of twenty (20) hours advance notice to employees prior to their being required to work away from home base for any period exceeding one (1) normal working day.
- j) Except in the case of an emergency, or due to illness, bereavement or special leave, when the Corporation takes an employee off standby and that results in employees being required to provide standby coverage, on days of rest, away from home base, in Faro, Mayo and Dawson City, the Corporation will give a minimum of five (5) calendar days advance notice. If such notice is not provided, the employee will be paid eight (8) hours of overtime for the first eight (8) hours of standby on the first day of rest. Standby pay and overtime pay for callouts during this period of time will not apply.

13.02 Shift Employees – Plant Operators

When because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees:

- a) Normal hours of work shall be a maximum of eight (8) hours per day between 0700 and 1800 hours. **A** maximum lunch period of one (1) hour shall be observed, unless otherwise agreed to by an employee and their immediate supervisor.
- b) To ensure continuity of service to the Corporation's customers, employees in this category can be assigned to work a two (2) or three (3) shift rotating schedule.
- c) The work schedule will be based on six hundred (600) hours in a fifteen (15) week rotating schedule.
- d) Authorized overtime for employees in this category shall be paid at two (2) times the employee's regular rate of pay for:
 - (i) **All** hours worked in excess of eight (8) hours per day when working normal hours or a three (3) shift rotating schedule
 - (ii) All hours worked in excess of twelve (12) hours when working a two (2) shift rotating schedule
 - (iii) All hours worked in excess of six hundred (600) hours in a period of fifteen (15) week rotating schedule
 - (iv) All hours worked on Holidays as specified in Article 24.00 and on scheduled days of rest.
- e) Employees shall be compensated for normal scheduled hours as posted on the shift schedule for sickness and accident indemnity.
- f) There will be an attempt not to schedule more than ten (10) shifts in a row.
- g) When working a two (2) shift schedule, there will be an attempt to schedule a forty-eight (48) hour rest period between day and night shifts and to not schedule more than five (5) shifts in a row.

13.03 Shift Employees – Systems Operators

- a) Systems Operators hours of work will be twelve (12) hours per shift based on six hundred (600) hours in a fifteen (15) week rotating schedule.
- b) Systems Operators hours of work for maintenance shifts, shall be up to a maximum of eight (8) hours between 0700 and 1900 hours. **A** maximum lunch period of one (1) hour shall be observed, unless otherwise agreed to by an employee and their immediate supervisor.
- c) Authorized overtime for employees in this category shall be paid at two (2) times the employee's regular rate of pay for:
 - (i) **All** hours worked in excess of twelve (12) hours per shift
 - (ii) All hours worked in excess of eight (8) hours per shift on a scheduled maintenance shift

- (iii) All hours worked in excess of six hundred (600) hours in a period of fifteen (15) week rotating schedule
- (iv) All hours worked on Holidays as specified in Article 24.00 and on scheduled days of rest.
- d) Employees shall be compensated for normal scheduled hours as posted on the shift schedule for sickness and accident indemnity.
- e) There will be an attempt to schedule a forty-eight (48) hour rest period between day and night shifts and to not schedule more than five (5) shifts in a row.

13.04 Shift Change – Shift Workers

- a) All rotating shift schedules shall be posted to cover a minimum of ninety (90) calendar days. In January a master shift schedule for the year shall be prepared and all master shift schedules and subsequent revisions shall be circulated to the respective shift employees.
- b) For Systems Operators a change from a maintenance shift to a regular day shift does not constitute a change of schedule.
- c) If ten (10) or more days notice is given by the Corporation, the shift schedule may be changed without incurring any overtime.
- d) If ten (10) days notice is not given by the Corporation, then the first two (2) shifts that have changed from days to afternoons/evenings or vice versa on the new schedule shall be paid at the applicable overtime rate and all subsequent shifts shall be paid at the regular rate of pay except as provided for in Article 13.04 (e).
- e) If ten (10) days notice is not given by the Corporation, then for the thirty-five (35) calendar days following the posting of the revised schedule, the employee shall be paid at the applicable overtime rate for all hours worked on previously scheduled days of rest up to a maximum of five (5) shifts.
- f) If an employee owes time to the Corporation resulting from shift scheduling and is called out to work on their day of rest, the time worked shall be paid at the applicable overtime rate and not deducted from the time owed.
- g) If the employee owes time to the Corporation resulting from changes in the schedule, the employer is not entitled to recover the time in the next six hundred (600) hour fifteen (15) week shift cycle.
- h) Provided sufficient advance notice is given and with the approval of the Corporation, employees may exchange shifts if there is no increased cost to the Corporation. Employees requesting shift changes must do so in writing.

13.05 Overtime Banking

In recognition that from time to time, an employee may require time off for personal reasons or unforeseen circumstances the following conditions may apply: Such leave shall not normally be taken in conjunction with annual vacation.

- a) When an employee works overtime, they may direct that the amount payable for that overtime be banked rather than paid.
- b) Nothing in this article guarantees an employee that a supervisor will approve any request to take time off.
- c) In any year, an employee may bank overtime pay to a maximum of forty (40) hours at any one time. Systems Operators may bank overtime up to forty-eight (48) hours at any one time.
- d) An employee may take time off and be paid out of their banked overtime by mutual agreement with their supervisor. An employee shall make a request at least six (6) working days prior to the first day they wish to take off. Requests should be made only when no overtime will result and that scheduled vacations will not be affected for them or other employees. The supervisor shall approve or reject the request as soon as possible, but at least three (3) working days prior to the first day the employee wishes to take off.
- e) At the first pay period of the following year, employees will be paid any previous years amount which remains banked.

13.06 Leave Without Pay (LWOP)

Arrangements may be made to take time off without pay subject to the prior approval of the Departmental Director/Manager or designate, and the employee having used/scheduled all other leave.

13.07 Daylight Savings Time

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

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

b) All other employees:

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

13.08 Rest Breaks

The Corporation and Union acknowledge the benefits of rest breaks approximately midway through each half day and will, whenever reasonable, provide such a break.

13.09 Converting Annual Salary to Hourly Rate

The hourly rate for full time employees is calculated by dividing the annual salary by 2,088 hours. The calculations using an 8 hour day is as follows:

- a) $365 \text{ days} - 52 \text{ Sundays} - 52 \text{ Saturdays} = 261 \text{ days per year.}$
- b) $261 \text{ days} \times 8 \text{ hours} = 2,088 \text{ hours per year.}$

13.10 Ticket Bonus

- a) Each additional valid Journey ticket or approved course/certificate over and above that which is required for their job classification, to a maximum of two (2) tickets shall receive a fifty dollars (\$50.00) per month Ticket Bonus. Tickets not relevant to the job duties will not be eligible for the ticket bonus.
- b) Ticket Bonuses as established in 13.10 (a) shall be reviewed yearly by the Corporation to determine the relevancy and application of the ticket in relation to the employees current job duties.
- c) The following list of tickets may be applicable for the ticket bonus, however is not limited to this list.

Power Lineperson	Power Systems Electrician
Electrician	Welder
Heavy Duty Mechanic	Millwright
Instrumentation	Machinist
ICS Operator Course	

- d) Effective January 1, 2002, the provisions in Article 13.10 shall not apply to new hires.

13.11 Travel Time

- a) Authorized time required for travel outside regular working hours to/from the job site, shall be paid at two (2) times **the** employee's regular rate of pay.

- b) Authorized time required for travel outside regular working hours between home base and training courses, workshops or seminars, at the employer's request, shall be paid for the first eight (8) hours at the regular rate of pay, and the applicable overtime rate thereafter.

Article 14

Salary Administration

- 14.01** New employees entering the service of the Corporation will be appropriately placed within the salary range at the discretion of the Corporation. This provision is waived for apprenticeship employees.
- 14.02** On the first of the month following successful completion of the probationary period, an employee will be advanced 3% in the wage range subject to satisfactory performance. Thereafter, 3% increments reflecting progression through the range will be semi-annually based on the employee's anniversary date, subject to satisfactory performance.
- 14.03** The Employer acknowledges the value and importance of timely performance evaluations, and further agrees to maintain a performance evaluation policy through the Joint Consultation Committee.
- 14.04** When a 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 3% in the range from which they were promoted.
- 14.05** If an employee is accepted under a posting for a lower level job or is transferred at their own request, they will be appropriately placed within the salary range for such job at the discretion of the Corporation.
- 14.06** An employee temporarily assigned, in writing, for a period of more than two (2) continuous working days to a position of higher classification shall, from the first day, be paid;
 - a) The minimum salary for the temporary position where that minimum is more than four percent (4%) above their present salary; or
 - b) Receive four percent (4%) where their salary or temporary assignment does not exceed the maximum of the range for the temporary position; or
 - c) Where the application of (b) above would provide for a temporary assignment which would exceed the maximum of the range for the temporary position, the employee would receive the maximum rate in the range for the temporary position.
- 14.07** In any event that an employee is retained in the temporary assignment for more than one (1) year, their wage shall be administered in the range of the new classification unless the parties agree otherwise.

Article 15
Northern Allowances

- 15.01** The Corporation's assistance to permanent and term full time employees to alleviate the higher cost of living in the Yukon will pay a flat rate northern allowance of six thousand three hundred dollars (\$6,300.00) per annum, paid out equally on each pay date, plus five percent (5%) of base salary.
- 15.02** Permanent and term part time employees shall receive a prorated flat rate northern allowance on provisions in Article 15.01 on the basis of total regular hours to be worked in the year divided by the total regular full time hours, plus five percent (5%) of base salary.
- 15.03** Temporary employees who have been continuously employed for more than five (5) months, or are scheduled to be continuously employed for more than five (5) months shall be entitled to fifty percent (50%) of the flat rate northern allowance for the time worked. Such employees who work less than full time regular hours will be entitled to fifty percent (50%) of the six thousand three hundred dollars (\$6,300.00) per annum prorated.

Article 16
Location Allowance

- 16.01** Location Allowance specified in this article shall be paid to employees on a pay period basis, and payroll administered in like manner to the Northern Allowance Article 15.00.
- a) Effective January 1, 2005, permanent and term employees whose home base is in Dawson City, Mayo, or Faro shall receive a Location Allowance of one thousand nine hundred dollars \$1,900.00 per year over and above their standard Northern Allowance paid out equally on each pay.
 - b) Effective January 1, 2006, permanent and term employees whose home base is in Dawson City, Mayo, or Faro shall receive a Location Allowance of two thousand dollars \$2,000.00 per year over and above their standard Northern Allowance paid out equally on each pay.
 - c) Effective January 1, 2007, permanent and term employees whose home base is in Dawson City, Mayo, or Faro shall receive a Location Allowance of two thousand one hundred dollars \$2,100.00 per year over and above their standard Northern Allowance paid out equally on each pay.
 - d) In the event Aishihik is permanently staffed, the rate will be twelve hundred dollars \$1,200.00 per year.

- 16.02** Permanent and term part time employees shall receive a prorated Location Allowance on provisions in Article 16.01(a & b) on the basis of total regular hours to be worked in the year divided by the total regular full time hours.
- 16.03** Temporary employees who have been continuously employed for more than five (5) months, or are scheduled to be continuously employed for more than five (5) months shall be entitled to fifty percent (50%) of the designated Location Allowance for the total time worked.

**Article 17
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 their regularly scheduled shift, they will be paid for the period from the time of the call-out to the start of their shift.
- b) If an employee is called out any other time, they will be paid for the time actually worked, or for two (2) hours, whichever is greater. Time required to travel to/from the job site shall be considered time actually worked.
- 17.03** Employees called out are deemed to be on duty for the minimum period set out in Article 17.02, or until the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to call-out pay.
- 17.04** When an employee is authorized to continue working in excess of two (2) hours beyond the normal scheduled quitting time, the employee will be provided with a reasonable meal in the third hour and every four (4) hours thereafter, as arranged by the Corporation, or a per diem of twenty (20) dollars at the employer's discretion paid once for the work beyond the normal scheduled quitting time. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate. A practical application of the above arrangements may be made.

**Article 18
Shift Premium**

- 18.01** An employee shall receive a shift premium for all hours worked, including overtime hours worked, on eight (8) hour shifts scheduled between 1600 hours and 2400 hours and between 2400 and 0800:

Effective January 1, 2005 - \$1.25 per hour
Effective January 1, 2006 - \$1.30 per hour

Effective January 1, 2007 - \$1.35 per hour

- 18.02** An employee shall receive a shift premium for all hours worked, including overtime hours worked, on twelve (12) hour shifts scheduled between 1900 hours and 0700:

Effective January 1, 2005 - \$1.45 per hour

Effective January 1, 2006 - \$1.50 per hour

Effective January 1, 2007 - \$1.55 per hour

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

Article 19 Standby

- 19.01** Effective January 1, 2005, where the employer requires the employee to be available on standby during off duty hours, the employee shall be entitled to be compensated at the rate of three dollars and thirteen cents (\$3.13) for each hour or portion thereof.

- 19.02** The Corporation 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 Corporation will endeavor to arrange for the equitable distribution of standby duties.

- 19.03** a) Standby on a regular workday 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 their home for personal reasons, provided they make arrangements to be reached and to be available for duty.

- b) No standby premium shall be paid if an employee is unable to be reached or report for duty when required.

- 19.04** a) Effective January 1, 2005, employees shall not normally be required to standby more than three thousand seven hundred (3,700) hours in a calendar year where other qualified staff are available. Employees who have been on standby for more than three thousand seven hundred (3,700) hours in a calendar year shall be paid at one and a half times (1.5) times the normal standby hourly rate for standby worked in excess of these hours in a calendar year.

- b) Effective January 1, 2006, employees shall not normally be required to standby more than three thousand seven hundred (3,700) hours in a calendar year where other qualified staff are available. Employees who have been on standby for more than three thousand seven hundred (3,700) hours in a calendar year shall be paid at two

times (2) times the normal standby hourly rate for standby worked in excess of these hours in a calendar year.

Article 20 Calculation of Premium Rates

20.01 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 21 Employee Travel

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

21.02 a) An employee on travel status will receive the per diem for meals and incidentals equivalent to Federal Government rates for the Yukon which shall be adjusted annually on January 1st.

b) For employees on travel status to/from Aishihik, reimbursement shall be based on the "Aishihik" per diem as outlined in Appendix A of the Employee Travel Policy.

21.03 This will not apply to locally hired help employed for a specific job in the community in which they reside and who will be laid off prior to the crew moving to another location.

21.04 An employee who is required to work away from home shall be paid incidental expenses based on the per diem schedule for each night away from home.

Article 22 Job Classification

22.01 a) The parties agree the Job Classification Plan developed jointly and signed-off shall form part of the Collective Agreement.

b) A Joint Job Evaluation Committee (JJEK) of at least four (4) members, comprised of equal representation from both Employer and the Union is responsible for the review and classification of all bargaining unit positions.

c) The process and procedures for submitting jobs for review, and the operations of the Committee are established through the Joint Consultation process. An employee shall suffer no loss of pay or benefits for serving on the JJEK.

d) When new positions are established, the JJEK shall classify the jobs and shall notify the Union thereof within fourteen (14) days of the classification being established.

The Union may challenge the classification as per Article 22.01 (f) and (g).

- e) When significant differences, or changes, in job content effect the existing job classification to the extent that the Corporation or the Union or an employee require that the job be re-evaluated, the following procedure shall be followed:
 - i) Should a written request for re-evaluation of a job classification be initiated by the Union or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Union) the JJEC shall proceed with the re-evaluation within thirty (30) days of receipt of the written request. The JJEC shall complete the re-evaluation as soon as possible but not later than ninety (90) days upon receipt of the written request for review. Within fifteen (15) working days of the completion of any evaluation, the JJEC shall notify the Union and the employee 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 JJEC received the written request for review.
 - ii) Should a written request for re-evaluation of a job classification be initiated by the Corporation, the Union shall be notified in writing within five (5) working days of the initiation of the review. The JJEC shall complete the re-evaluation as soon as possible but not later than ninety (90) days from the date the Union was notified. Within fifteen (15) working days of the completion of any re-evaluation the JJEC shall notify the Union of the results of the classification. If the 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 JJEC notified the Union of the review.
- f) Where the employee or the Union is not satisfied with the decision of the JJEC, and the Union agrees to represent the employee, the Union may initiate an appeal of the decision within fifteen (15) days of receipt of the classification decision.
- g) An independent Arbitrator trained in job classification, mutually agreed upon by both parties, will hear appeals of the JJEC's decisions within ninety (90) days. A decision of the Arbitrator is final and binding. Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.
- h) Unless the parties agree otherwise, the time lines in this article are mandatory.

Article 23 **Description of Duties,**

23.01 Upon written request an employee will be provided a complete and current job description, including the position classification level and point factor ratings for their position.

- 23.02** Job descriptions will be established for each position by the supervisor and the Director. Job descriptions for bargaining unit employees will be issued to the incumbent and the Union.
- 23.03** When a job description is changed, the Corporation will, within fifteen (15) days of the change, give a copy of the revised job description to the Union and the incumbent.
- 23.04** The employee should review the job description annually for their position to ensure that the description is accurate and up to date. Where inaccuracies or discrepancies are identified, they will be discussed during the annual performance review. Where the supervisor in conjunction with the Director believe that there are significant changes to the job, they will notify the Human Resources Department within ninety (90) days. Where the Supervisor/Director believe that there are no significant changes to the job, they will notify the employee.

Article 24
Designated Paid Holidays

- 24.01** a) All employees covered by this Collective Agreement shall receive a regular day's pay for the recognized holidays, except as provided by Article 24.02, as listed below:

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

- b) Pursuant to Article 24.01 (a), all new part-time employees' statutory holiday pay shall be prorated relative to regular scheduled hours.
- 24.02** Notwithstanding the above, should an additional statutory holiday be declared or proclaimed by the Canadian or Yukon Governments, it shall replace the day designated for the celebration of the Heritage Day. Should a new, non-statutory holiday be established, the parties will meet to decide on a course of action to amend Article 24.01, holiday list.
- 24.03** a) To be eligible for and paid for any of the holidays listed above, an employee must have completed thirty (30) days of employment immediately preceding the holiday and they must have worked their scheduled work shift immediately before and immediately after such holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Corporation.
- b) A temporary or term employee who does not meet the thirty (30) day requirement, but who has worked two hundred and forty (240) hours in the twelve (12) months

immediately preceding the holiday and has worked their scheduled work shift immediately before and after the holiday, is eligible to be paid for the holiday.

- 24.04** Pursuant to Article 24.03, employees working on holidays listed in Article 24.01 will be paid two (2) times the regular rate for those hours that fall within the statutory holiday in addition to the regular pay for the holiday.
- 24.05** Should one of the recognized holidays for employees, other than shift employees, fall on a day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest. Employees shall receive holiday pay only once for a given holiday.
- 24.06** Should one of the holidays listed in 24.01 fall on a regular day off of a shift employee, they shall be paid the employee's normal straight time hours, in addition to their regular pay, or be given equivalent time off.

Article 25 Leave

- 25.00** Except for Article 27 and Article 30 it is agreed that any paid day of leave is based on eight (8) hours.

Vacation Leave

- 25.01** a) All full time permanent and term employees who have completed twelve (12) months of continuous employment shall be entitled one hundred and sixty (160) hours per year.
- b) A new permanent or term employee who has completed three (3) months of continuous employment may receive an advance of anticipated annual leave credits expected to be earned by the end of the calendar year.
- c) All full time permanent employees who have completed eight (8) years of continuous employment shall be entitled two hundred (200) hours per year.
- d) All full time permanent employees who have completed sixteen (16) years of continuous employment shall be entitled to two hundred and forty (240) hours per year.
- e) All full time permanent employees who have completed twenty-four (24) years of continuous employment shall be entitled to two hundred and eighty (280) hours per year.
- f) Subject to vacation scheduling under Article 25.03 employees may be permitted to take their earned vacation one (1) day at a time up to maximum of five (5) days in a calendar year, subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur

overtime.

- 25.02** Pursuant to Article 25.01, part-time employees annual leave credits shall be prorated on the basis of total regular hours to be worked in the year divided by the total regular full time hours.
- 25.03** a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and their supervisor provided that vacation scheduling is arranged to suit the work schedules of the Corporation.
- b) In the year in which an employee qualifies for increased vacation entitlement pursuant to Article 25.01, such increased entitlement may be taken only after the employee's anniversary date of vacation entitlement.
- 25.04** In the event that a recognized holiday falls within the annual vacation period of an employee, such period shall be increased by one (1) day for each of the holidays so affected, or for Systems Operators one (1) eight (8) hour shift.
- 25.05** a) Sick leave, short-term disability and long-term disability shall not be deemed to have broken the continuity of employment for annual leave purposes only for establishing the number of years of continuous employment when the employee resumes work.
- b) Vacation leave will not be earned for any month during which the employee does not earn ten (10) days pay in a calendar month due to short-term disability and/or long-term disability. Annual vacation leave will be adjusted at the completion of the leave.
- 25.06** A full time employee may carryover forty (40) hours of vacation accruals or for part-time employees the equivalent prorated hours. Accruals in excess of that amount will be paid out at the beginning of each calendar year.
- 25.07** Permanent, permanent part-time and term employees whose home base is more than one hundred (100) kilometers outside of Whitehorse and who proceed on annual vacation outside the territory shall be allowed two (2) days of paid travel time annually.
- 25.08** In the event that the employment relationship is terminated and the employee has used more annual leave than they have earned then the Corporation can recover or withhold any amounts owing.

Article 26

Vacation Travel Allowance

- 26.01** Permanent and term employees are eligible for a vacation travel allowance for themselves and their families after the completion of twelve (12) months employment with the Corporation.
- 26.02** a) Effective January 1, 2004, the Corporation will pay the following travel allowance on

the pay date following the employee's anniversary pursuant to an employee completing a statutory declaration form:

Employee	\$1,300.00
Employee's spouse	\$850.00
Each dependent child	\$850.00

Income tax will not be withheld from this payment unless otherwise requested by the employee.

b) Unpaid vacation travel allowance will not be carried forward to the next year.

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

26.04 The Travel Allowance shall be prorated for permanent or term part-time employees on the basis of total regular hours to be worked in the year divided by the total regular full time hours.

Article 27 Bereavement Leave

27.01 a) The Corporation shall grant an employee bereavement leave with pay for a period of **up** to forty (40) hours for employees, other than Systems Operators, and sixty (60) hours for Systems Operators, where there is a death in the immediate family, for the purpose set out in Article 27.01 (b) (ii) below, or alternatively, the Corporation will grant bereavement leave where the death of a member of the immediate family is imminent, provided such leave is in lieu of bereavement leave at a later date with respect to the same member of the immediate family.

b) Bereavement leave granted under Article 27.01(a) may be taken by the employee at one of the following times:

- (i) Immediately following the date of death; or
- (ii) Within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death.

c) The employee shall be entitled to utilize the total of the five (5) working days bereavement leave over two (2) separate periods within the thirteen (13) month period.

d) Immediate family for the purpose of bereavement leave is defined as mother, father, sister, brother (or alternatively step-father, step-mother, or foster parent), spouse, son, daughter, step-child, grandparent (including spouse's), grandchild or ward of the employee, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

Article 28
Court Leave

28.01 An employee who is summoned for jury duty, or by subpoena to attend as a witness, shall be paid for time lost with a maximum of one day's regular pay for each day lost, less any amount paid by the courts.

Article 29
Maternity & Parental Leave

29.01 In the event of a birth or adoption of a child, permanent and permanent part time employees are entitled to unpaid parental leave to a maximum of thirty-seven (37) weeks. For the first eighty (80) hours of leave, the employee will receive their regular pay provided that they have been continuously employed by Yukon Energy for the past twelve (12) months. The remainder of the leave shall remain unpaid, except for any period during which the employee qualifies for sickness or disability payments.

29.02 An employee wishing to take parental leave may begin the leave upon four (4) weeks' written notice to the supervisor. This requirement is waived in the event a baby is born prematurely, and the employee could not reasonably provide four (4) weeks' notice.

29.03 An employee who wishes to resume employment after parental leave shall give the Corporation four weeks' written notice. The Corporation will then:

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

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

- a) When an employee adopts a child, the employee shall be entitled to take leave of absence without pay for a maximum of thirty-seven (37) weeks immediately following the adoption.
- b) The employee will notify the Corporation of their intention to adopt and indicate that they intend to take parental leave under this Article.
- c) When the adoption is finalized, the employee may begin parental leave after giving the Corporation as much notice as is possible under the circumstances.

29.05 A birth mother is entitled to a maximum of seventeen (17) weeks of unpaid maternity leave.

Article 30 Special Leave

30.01 Employees, other than Systems Operators, will be entitled to sixteen (16) hours special leave per year for the purpose of caring for a sick dependent child or spouse. Systems Operators will be entitled to twenty-four (24) hours special leave per year for the purpose of caring for a sick dependent child or spouse.

Article 31 Recruitment Postings

- 31.01** a) The Corporation, its management, employees, and Union are committed to the development of employees from within the bargaining unit.
- b) When a permanent position, within the scope of the Collective Agreement, becomes vacant or a new position is created, a recruitment posting outlining details of the vacancy will be posted on Corporation bulletin boards for ten (10) working days. District offices will receive faxed copies of recruitment postings.
- c) All Postings shall contain hiring criteria including educational and/or experience and related skill areas.
- d) A copy of each posting will be directed to the Union.
- e) 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 Corporation reserves the right to fill vacancies from outside the bargaining unit.
- f) Bargaining unit applicants will receive a personal written reply to their applications.
- 31.02** In considering such applicants, the factors which shall be considered are related ability, education, behaviour, performance, related skill areas, and seniority.
- 31.03** When making promotions and/or transfers, the factors listed in Article 31.02 shall apply. When the overall assessment is equal for two (2) or more of the applicants, the applicant with the most seniority with the Corporation shall be selected for the position. An unsuccessful internal applicant shall be given a written reason for not being selected.
- 31.04** The successful applicant will be advised of the appointment date to the new position in their letter of offer.
- 31.05** In instances where an employee who has been promoted to a higher classification and it is determined that they are unable to fulfill the job requirements or is unwilling to remain

in that position, then within a three month trial period they may return to their former position.

- 31.06** No posting is required if a position has been re-assessed or re-evaluated to a higher classification, if the person who held the position before the re-assessment or re-evaluation remains in the position.
- 31.07** When an employee assumes 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 position in another location without posting.
- 31.08** An employee on an approved educational leave may be brought back to an equivalent level position within the bargaining unit without posting. The employee must remain a member in good standing with the Union while on leave.
- 31.09** In the case of Articles 31.06 and 31.07, the Corporation will inform the Union in advance of the application of these articles.
- 31.10** When an employee wishes to appeal a decision under Article 31.00, such appeals will be governed by the terms and procedures contained within Article 11.00 Grievance Procedure.
- 31.11** When an employee files a grievance under Article 31.10, the union representative and the grievor will be provided access to the grievor's pertinent documents.

Article 32

Reduction of Staff

- 32.01** This article does not restrict the Corporation's right to terminate an employee for disciplinary or performance reasons. The Corporation agrees that permanent employees will not be laid off or have their hours of work reduced as a direct result of the Corporation contracting out work.
 - a) Before there is a reduction in staff by way of layoff or termination(s) of permanent or permanent part-time employee(s), the Corporation will notify the Union and arrange a meeting to discuss the reduction in staff and the procedure to be used. The Corporation representatives at the meeting will include the President/CEO and the management of the Department in which the layoff or termination is to occur.
 - b) Employees directly affected by a reduction of staff will be given three (3) months written notice or pay in lieu thereof. Within fourteen (14) calendar days after receipt of notice those employees may elect at the time of layoff to:
 - (i) Accept the layoff and be placed on the recall list pursuant to Article 32.02; or
 - (ii) Accept severance pursuant to article 33.04 in which event the employment

relationship will be terminated; or

- (iii) Elect to displace another employee with lesser seniority at the same or lower classification provided they are immediately able to perform that job.
- c) The Corporation will consider retraining or development as an alternative to reduction of staff, when a vacancy exists and the employee demonstrates the ability and aptitude to meet the new job requirements.
- d) In the event of a reduction in staff the factors which shall be considered are; related ability, education, performance, and seniority. These factors are not listed in order of priority.

32.02 a) In the event of an increase in staff within one (1) year following reduction of staff, an employee on the recall list will be eligible for recall on a last out-first in basis, provided they are qualified for the position or could qualify within a familiarization period not to exceed one (1) month. To be eligible, the employee shall be on the recall list and advise the Corporation of any change in address. The Corporation will contact an eligible employee by registered mail and the employee must acknowledge receipt of the Corporation correspondence within seven (7) calendar days of the date of receipt of the Corporation correspondence and be prepared to report to work with the Corporation within twenty-one (21) calendar days of the date of receipt of the Corporation correspondence.

- b) When re-called, the employee will be credited with their seniority and vacation entitlements under the collective agreement that had accrued to the employee up to the date of their layoff. The Corporation shall recall the employee as follows:
 - (i) to their former position occupied at the time of their termination if available; or
 - (ii) Subject to 32.02 (a) provide them with alternate work of a comparable nature at an appropriate wage commensurate with their experience and qualifications if available; or
 - (iii) Subject to 32.02 (a), any position with the employer and at the rate of pay for that position when recall under clause (i) and (ii) is not possible.
- c) An employee who accepts a recall under clause (b) (iii) above shall remain on the recall list for the duration of the initial recall period for purposes of recall to a position covered by clauses (b) (i) and (b) (ii).
- d) An employee who refuses a recall under clause (b) (iii) above shall not forfeit their remaining recall rights under clause (b) (i), or (b) (ii) above.

Article 33
Termination of Service

- 33.01** In the event of a Permanent Employee giving notice of termination to the Corporation, such termination shall require written notice of ten (10) working days.
- 33.02** In the event of the Corporation giving notice of termination to a permanent employee, such termination shall require notice of thirty (30) calendar days
- 33.03** An employee may be discharged for just cause without notice or pay in lieu thereof, subject to Article 11.00.
- 33.04** In the event of the Corporation terminating the employment of a permanent employee, other than for just cause, severance pay shall be paid to the employee in an amount equal to one (1) week's normal pay per year of seniority up to the maximum of twenty six (26) weeks since date of last hire based on their last month's wage rate.

Article 34
Joint Consultation Committee (JCC)

- 34.01**
- a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to continue meaningful consultation on matters of common interest.
 - b) The purpose of the JCC is to provide a forum to discuss policies and labour related matters.
 - c) The JCC shall be composed of an equal number of representatives of the parties to the Agreement. Such representatives are to include the President of the Union and the President/CEO of the Corporation.
 - d) No employee shall suffer loss of pay or benefits for serving on the JCC.
- 34.02** The JCC shall:
- a) Meet as mutually agreed upon but not less than on a quarterly basis;
 - b) Discuss and attempt to arrive at mutually agreeable solutions to the problems or issues identified by either party;
 - c) The parties mutually agree that JCC shall not have the authority to alter, amend, change, modify or extend the terms and conditions of the Agreement and the details of specific grievances shall not be topics of joint consultation.
- 34.03** The JCC shall consider as appropriate matters for consultation, the following:
- a) Harassment policy;

- b) Job performance evaluation format;
- c) Relocation policy;
- d) Travel policy;
- e) Clothing policy – Safety;
- f) Arctic and Canada Winter Games policy;
- g) Health and Safety policy;
- h) Employment Equity; and
- i) Sick Leave Policy

The Employer agrees that in the matters identified above, new policies will not be introduced, and existing policies and guidelines will not be cancelled, or amended, in such a way to affect employees covered by this Agreement, until such time as the Union has been provided an opportunity to consider and consult on the proposals.

34.04 The JCC may:

- a) Make final and binding decisions on those matters specifically agreed to in this Agreement or any other matters specifically referred to the Committee by mutual agreement of the parties. Both parties shall be bound by the decisions of the JCC. If the JCC chooses not to render a decision, the matter will be referred back to the parties.
- b) Call upon additional persons for technical information or advice; and
- c) Establish sub-committees, or ad-hoc committees as it deems necessary and set guidelines and operating procedures for such committees.

For the purposes of this Article, notices and correspondences shall be between the President of the Union and the President/CEO of the Yukon Energy Corporation with a copy to Human Resources and Yukon Employees Union.

34.05 The following policies at present or as amended through the process in 34.03 shall form part of the Collective Agreement:

- a) Relocation policy;
- b) Travel policy; and
- c) Clothing policy

34.06 Upon the request from the Union, the Corporation agrees to advise the Union 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 Union at the end of each year.

Article 35
Health & Safety

- 35.01** The Corporation and the Union recognize the vital importance of employee and Union involvement along with management in all aspects of health and safety programs affecting them. In particular; the participation on health and safety committees and in accident and incident investigations.
- 35.02** The parties shall continue to make all reasonable provisions for the occupational safety and health of employees. The employer will welcome suggestions on the subject from the Union and the parties will undertake to consult with the view to adopting and expeditiously implementing reasonable procedures and techniques designed and intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.
- 35.03** Both parties agree to comply with the provisions and the requirements of the Yukon Occupational Health and Safety Act.
- 35.04** Employees are encouraged to refer safety matters to their immediate supervisor in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and supervisors are encouraged to refer safety issues to the Joint Health and Safety Committee,

Article 36
Bulletin Boards

- 36.01** The Employer shall provide the Union bulletin board space in a reasonable number of locations clearly identified for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.
- 36.02** Subject to current systems infrastructure, the Employer agrees the Union shall have access to e-mail for purposes of communicating information covered by Article 36.01 to Union members.

Article 37
Technological Change

- 37.01** When the Corporation is considering the introduction or implementation of a technological change which would result in changes in the employment status or working conditions of employees it shall provide the Union and every affected employee not less than one hundred (**120**) days written notice before the introduction or implementation of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees. The Employer will seek ways and means of minimizing adverse effects on employees, which might result from such changes.

- 37.02** The parties agree that where technological change is likely to affect the terms and conditions or security of employment of a significant number of employees, this article will apply.
- 37.03** The written notice provided in Article 37.01 will provide the following information:
- a) The nature and degree of change;
 - b) The anticipated date or dates the employer plans to effect the change;
 - c) The location or locations involved; and
 - d) The names of employees initially affected by the change.
- 37.04** Pursuant to Article 37.01 the Employer shall consult with the Union as soon as reasonably practicable concerning the effects of the technological change on employees. Such consultation will include but not necessarily be limited to the following:
- a) The approximate number and location of employees likely to be affected by the change; and
 - b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 37.05** The parties agree to discuss alternatives such as training and/or layoff in instances of technological change.

Article 38 **Essential Services**

- 38.01** The parties agree that they provide an ESSENTIAL SERVICE and that Article 7 (Continuity of Service) has application in the event the parties fail to reach agreement for the renewal of this agreement. Further it is agreed that Article 44 (Collective Bargaining-Interest Arbitration) can be used to resolve the issues in dispute.
- 38.02**
- a) Should an employee covered by this agreement encounter a legal picket line by another trade union at locations other than the Employer's premises, employees covered by this agreement shall have the right to refuse to cross that legal picket line.
 - b) If an employee encounters such a picket line they will promptly report the matter to the Employer, the Employer will make every reasonable effort to ensure that the employee is deployed elsewhere so that the employee does not suffer a loss of pay or benefits.

38.03 Where a trade union not party to this collective agreement legally pickets at the Employer's premises then the parties agree that an ESSENTIAL SERVICES AGREEMENT shall be negotiated forthwith which will set out the levels of staffing that must be maintained while the legal picketing remains at the Employer's premises. Those employees not designated as essential will be deemed to be on leave without pay, however such an employee may access other leave, eg. vacation or bank time. While the parties are negotiating the levels of staffing, the normal complement of employees will be obliged to work.

Article 39 Pension Plan

39.01 The Yukon Energy Corporation's Employee Pension Plan shall form part of this collective agreement.

39.02 No changes will be made to the current Pension Plan except through the recommendation of a majority of the Joint Pension Advisory Committee and the approval by the Board of Directors.

39.03 The Joint Pension Advisory Committee will be comprised of five (5) members. Two (2) representatives of the Union, one (1) out of scope employee representative, one (1) management representative, and one (1) representative of the Board of Directors, or their delegate.

Article 40 Group RRSP

40.01 a) All new permanent employees entering the Corporation shall automatically participate in the Group RRSP plan.

b) (i) Effective January 1, 2005 Participants in the Group RRSP plan contribute five percent (5%) of base salary. The Corporation matches the participant's contributions five percent (5%).

(ii) Effective January 1, 2006 Participants in the Group RRSP plan contribute five and a half percent (5.5%) of base salary. The Corporation matches the participant's contributions five and a half percent (5.5%).

(iii) Effective January 1, 2007 Participants in the Group RRSP plan contribute six percent (6%) of base salary. The Corporation matches the participant's contributions six percent (6%).

c) Employees may elect to make personal contributions in excess of the amounts stipulated above but they are not matched by the Employer.

Article 41

Group Insurance Plan

41.01 For the duration of this agreement the parties agree premium cost sharing for the group insurance benefit plans will remain unchanged and that levels of benefits will not be reduced unless by mutual agreement. For clarity, benefits in this regard are based on base salary plus northern allowances plus location allowances.

41.02 Basic Life, AD&D, Dependent's Life

- a) For information purposes the Employer pays 100% of the premium cost for Basic Life Insurance, Accidental Death and Dismemberment, Dependent Life Insurance, Dental and Extended Health Insurance. Employees pay 100% of the cost of Short and Long Term Disability Insurance, and Optional Life and Optional Dependant Life Insurance if they elect to participate in the latter two benefit plans.
- b) Effective January 1, 2003, the parties agree to the introduction of Pay Direct Drug (PDD) cards and Electronic Data Interchange (EDI) for dental claims where available.
- c) Provided that the Employer fulfills its responsibility to pay its share of the premiums, and deduct the employee's share of their premiums, for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

Article 42

Discipline

42.01 The parties agree that the Corporation has the right to discipline and discharge for just cause. The purpose of discipline is corrective as opposed to punitive.

42.02 Where the Corporation intends to impose a written reprimand, suspension or discharge on an employee it will provide written reasons for the disciplinary action

42.03 The Corporation shall notify the Union that such discipline has occurred.

42.04 When an employee is required to attend a meeting for the purpose of discussing their conduct or actions that may result in disciplinary action or to render a disciplinary decision or notice of termination regarding that employee, the employee is entitled to have a representative of the union attend the meeting.

42.05 Any formal disciplinary notice placed on the employee's personnel file shall become null and void and not used in any future disciplinary decision after the employee attains a clear work record for twenty-four (24) months from the time of the last notice.

Article 43
Term of Agreement

- 43.01** This agreement shall be binding and remain in effect from January 1, 2005 to December 31, 2007, and from year to year thereafter when notice has been given pursuant to Article 43.05.
- 43.02** Unless otherwise agreed by the parties, all provisions of the Agreement take effect January 1, 2005, or the date of ratification of both parties, or the date of the Arbitration decision pursuant to Article 44, whichever is later.
- 43.03** The provisions of this agreement shall remain in effect during negotiations for its renewal and until a new agreement becomes effective.
- 43.04** Except as provided within the collective agreement, where notice has been given under Article 43.05, salaries and other conditions of employment will not be altered without consent by or on behalf of the employees affected during collective bargaining.
- 43.05** a) Within four (4) months preceding the expiry of this Agreement either party may by written notice require the other party to commence bargaining within twenty (20) days and that a full exchange of all proposals will take place in that time period.
- b) If collective bargaining is not concluded within one (1) month preceding expiry, then unless mutually agreed by the parties to continue collective bargaining, the provisions of Article 44 will be triggered and arrangements will be made to convene an arbitration board with a view to having the arbitrated collective agreement prior to expiry.
- c) Either party may apply to the Minister of Labour for the appointment of a Conciliation Officer pursuant to the Canada Labour Code.

Article 44
Collective Bargaining – Interest Arbitration

- 44.01** a) The Arbitration Board shall consist of a nominee of the Corporation and a nominee of the Union; such nominees shall elect within seven (7) days of the appointment of the second of them, a third person who shall be Chair. In the event the two nominees fail to agree upon a Chair, the appointment of a Chair shall be made forthwith by the Chief Justice of the Federal Court of Canada, Trial Division, upon request of either nominee. The nominees of the Corporation and the Union must be conveyed in writing to the other party within seven (7) days of the parties agreeing to go to arbitration pursuant to article 43.05.
- b) The Board by its decision may alter, amend, change or delete the matters referred to it for settlement and determination;

- c) The Arbitration Board shall issue an award in writing and the decision is final and binding upon the Corporation and the Union and upon an employee affected by it. The decision of a majority is the award of the Board.
- d) Prior to the Arbitration Board convening, the parties agree to exchange a complete list of those items not yet resolved.

44.02 Each party shall bear the expenses of its respective nominee to the Board and the two parties shall bear equally the expenses of the Chair.

Article 45 Wage Schedules

45.01 The Wage Schedules respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for as long as this Agreement remains in force and effect. Further, any changes to the Collective Agreement or addendum as officially agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.

LETTER OF UNDERSTANDING #1

NORTHERN ALLOWANCES

The parties agree to re-open the collective agreement in the event the Corporation is transferred or devolved to another organization where succession rights under the Canada Labour Code do not apply. The re-opener will be confined to the integration of the Northern Allowances into the base salary. Other matters, may be included in the re-opener by mutual agreement only. The parties to this collective agreement must ratify any changes as a result of this Memorandum of Agreement. This Memorandum of Agreement forms part of the collective agreement.

LETTER OF UNDERSTANDING #2

VOLUNTEER ACTIVITIES

The parties both recognize the value of employee's participation in volunteer activities of an essential nature to the community.

In recognition of the importance of such activities the employer agrees that employees who are Volunteer Fire Fighters, Ambulance Attendants and/or Victim Services Volunteers will be provided two (2) clear hours for each hour of voluntary activity, to a maximum of eight (8) clear hours, from the end of the volunteer activity until their reporting time without loss of salary.

The following examples are to provide clarity on the application of this Letter:

Activity Completed	Duration of Activity (Hours)	Clear Hours	Regular Start Time	Adjusted Start Time
3:00 a.m.	3 hours	6 hours	8:00 a.m.	9:00 a.m.
5:00 a.m.	4 hours	8 hours	8:00 a.m.	1:00 p.m.
7:00 a.m.	1 hour	2 hours	8:00 a.m.	9:00 a.m.

LETTER OF UNDERSTANDING #3

RECOGNITION OF SUPERVISOR REPRESENTATION DURING CONFLICT RESOLUTION PROCESS FOR TWO BARGAINING AGENCY EMPLOYEES

Yukon Energy Corporation (The “Corporation”) recognizes the right of an employee to be represented by a Union Representative of the Public Service Alliance of Canada (The “The Union”).

The parties recognize that from time to time, conflict resolution situations may arise between two members of the Union – a Supervisor and a subordinate employee, The parties also recognize that when a union member is assigned to perform management/supervisory functions over another union member, the Corporation will represent that member as if they are a management representative and that member shall be deemed to be outside the Objectives stated in the PSAC Constitution. Under such circumstances, the Supervisor shall be assisted and represented by Management at each stage of the conflict resolution process.

In addition, the Corporation shall bear the expenses of the Supervisor in the conflict resolution process.

The Employer shall have the same obligations and duties of fair and diligent representation as that of the Union and will be responsible for such representation or lack thereof.

LETTER OF UNDERSTANDING #4

POSITION CLASSIFICATION

The parties agree to commence within three (3) months of the signing of the collective agreement for the Joint Job Classification Committee (JJEC) to review the current classification plan and the provisions of Article 22. The Committee will recommend to their principals any changes to the Job Classification Plan and Article 22 for ratification.

Such Committee will consist of two bargaining unit members, two employer representatives and one (1) Technical Advisor for each party.

LETTER OF UNDERSTANDING #5

FLEX TIME

Where a non-shift employee requests and where the Corporation in its discretion agrees to vary the start and finish times of an employee, it is understood that such change will not result in any additional costs to the employer nor any reduction of service. In addition, the change of start times will not constitute a change in the normal days' work as per Article 13.01 (a); nor will it constitute rescheduled normal hours as per Article 13.01 (c). Should the Corporation discontinue or does not allow start time variations then that decision is not grievable. Either party upon ten (10) days written notice can terminate this Letter of Understanding.

Apprenticeship Rates

Training Term	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2
% of Journey Rate	60%	65%	70%	75%	80%	85%	90%	95%

Notes: Training Term 1-1 = first year apprentice, first term; 1-2 first year apprentice, 2nd term, etc.

Employees enrolled in recognized apprenticeship programs must successfully meet all apprenticeship requirements before being advanced.


When the Corporation enrolls an employee in a recognized apprenticeship program, the employee shall be reclassified to the applicable journeyed job classification upon successful completion of the full program and receipt of the journey ticket.

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

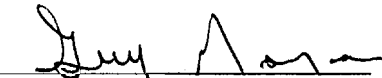
FOR THE YUKON ENERGY CORPORATION LIMITED

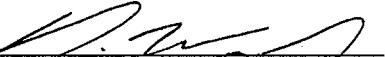
FOR THE PUBLIC SERVICE ALLIANCE OF CANADA (YUKON EMPLOYEES' UNION Local Y024)

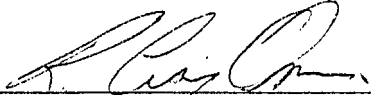
David Morrison



Ken Sawyer

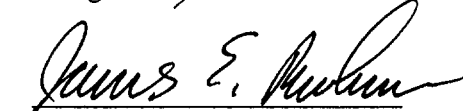

Linda Greer


Guy Morgan


Dave Wray


Craig Owens


Les Boisvert


Jim Brohman


Jean Francois Des Lauriers

**Wage Schedule
1-Jan-05
(+2.50%)**

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	24,623	11.79	30,140	14.43
2	30,277	14.50	35,795	17.14
3	35,933	17.21	41,451	19.85
4	41,588	19.92	47,106	22.56
5	47,244	22.63	52,762	25.27
6	52,900	25.34	58,418	27.98
7	58,555	28.04	64,074	30.69
8	64,211	30.75	69,729	33.40
9	69,867	33.46	75,384	36.10

Physical Effort & Working Conditions

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	966	0.46	2,345	1.12
2	2,482	1.19	3,862	1.85
3	3,999	1.92	5,380	2.58
4	5,519	2.64	6,897	3.30
5	7,035	3.37	8,414	4.03
6	8,552	4.10	9,931	4.76
7	10,070	4.82	11,449	5.48
8	11,587	5.55	12,966	6.21
9	13,104	6.28	14,484	6.94

Wage Schedule
1-Jan-06
(+3.0%)

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	25,362	12.15	31,044	14.87
2	31,185	14.94	36,869	17.66
3	37,011	17.73	42,695	20.45
4	42,836	20.52	48,519	23.24
5	48,661	23.31	54,345	26.03
6	54,487	26.10	60,171	28.82
7	60,312	28.88	65,996	31.61
8	66,137	31.67	71,821	34.40
9	71,963	34.47	77,646	37.19

Physical Effort & Working Conditions

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	995	0.48	2,415	1.16
2	2,556	1.22	3,978	1.91
3	4,119	1.97	5,541	2.65
4	5,685	2.72	7,104	3.40
5	7,246	3.47	8,666	4.15
6	8,809	4.22	10,229	4.90
7	10,372	4.97	11,792	5.65
8	11,935	5.72	13,355	6.40
9	13,497	6.46	14,919	7.14

**Wage Schedule
1-Jan-07
(+3.0%)**

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	26,123	12.51	31,976	15.31
2	32,121	15.38	37,975	18.19
3	38,121	18.26	43,975	21.06
4	44,121	21.13	49,975	23.93
5	50,121	24.00	55,975	26.81
6	56,122	26.88	61,976	29.68
7	62,121	29.75	67,976	32.56
8	68,121	32.63	73,975	35.43
9	74,122	35.50	79,975	38.30

Physical Effort & Working Conditions

Level	Annual Min	Hourly Min	Annual Max	Hourly Max
1	1,025	0.49	2,488	1.19
2	2,633	1.26	4,097	1.96
3	4,243	2.03	5,708	2.73
4	5,855	2.80	7,317	3.50
5	7,463	3.57	8,926	4.28
6	9,073	4.35	10,536	5.05
7	10,683	5.12	12,146	5.82
8	12,293	5.89	13,756	6.59
9	13,902	6.66	15,366	7.36

