

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, 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.
 - b) 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 dinner per diem as provided for in Article 21.02(a) 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.

- 17.05 Notwithstanding the above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest fifteen (15) minute period.

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, 2008 - \$1.45 per hour
Effective January 1, 2009 - \$1.55 per hour
Effective January 1, 2010 - \$1.65 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, 2008 - \$1.65 per hour
Effective January 1, 2009 - \$1.75 per hour
Effective January 1, 2010 - \$1.85 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** 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:

Effective January 1, 2008 - \$3.53 per hour or portion thereof
Effective January 1, 2009 - \$3.78 per hour or portion thereof
Effective January 1, 2010 - \$4.03 per 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) Employees working outside the geographical boundaries of the community that is their home base shall be on travel status, excluding the Takhini sub-station.

- c) 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 Evaluation

22.01 Job Evaluation System

- a) The parties agree to implement the Job Evaluation Plan (Plan) pursuant to the Letter of Understanding # 4 effective July 1, 2005.
- b) The parties agree the Job Evaluation Plan developed jointly and signed-off shall form part of the Collective Agreement.
- c) The Employer agrees that any changes to the Plan factor or factor weightings shall be subject to agreement between the parties.
- d) The Employer and the Union will establish a Joint Job Evaluation Committee (JJEC) for the evaluation of all bargaining unit positions.
 - (i) The JJEC will consist of at least four (4) members, comprised of equal representation from both Employer and the Union shall be responsible. The JJEC may call upon jointly agreed internal and/or external resources as required.
 - (ii) An employee shall suffer no loss of pay or benefits for serving on the JJEC.

22.02 Job Evaluation Review and Appeal

- a) When new positions are established, the JJEC shall evaluate the jobs and shall notify the Union thereof within fifteen working (15) days of the evaluation being completed.
- b) When significant differences, or changes, in job content effect the existing job evaluation to the extent that the Union or an employee request that the job be re-evaluated, the following procedure shall be followed:
 - (i) An employee or the Union shall initiate a written request to HR for a job to be re-evaluated within fifteen working (15) days of significant changes in job content arising.
 - (ii) An employee initiating a written request for re-evaluation must file a copy of the

- request with the Union.
- (iii) The JJEC shall complete the re-evaluation as soon as possible but not later than ninety (90) working days upon receipt of the written request for review.
 - (iv) HR shall notify the Union and the employee of the results of the re-evaluation within fifteen (15) working days of the completion of any evaluation.
 - (v) If the re-evaluation results in a higher pay level, it shall be retroactive to the date that HR received the written request for review.
 - (vi) If the re-evaluation results in a lower pay level, the employee shall retain their current rate of pay and any adjustments negotiated by the parties for as long as they remain in that position.
- c) When significant differences or changes, in job content affect the existing job evaluation to the extent that the Employer requests that the job be re-evaluated, the following procedure shall be followed:
- (i) The Employer shall initiate a request for re-evaluation within fifteen (15) working days of the significant changes in job content arising.
 - (ii) The Employer shall notify the Union of the initiation of the review.
 - (iii) The JJEC shall complete the re-evaluation as soon as possible but not later than ninety (90) working days upon receipt of the written request for review.
 - (iv) HR shall notify the Union and the employee of the results of the evaluation within fifteen (15) working days of the completion of any evaluation.
 - (v) If the re-evaluation results in a higher pay level, it shall be retroactive to the date the Employer initiated the request for re-evaluation.
 - (vi) If the re-evaluation results in a lower pay level, the employee shall retain their current rate of pay and any adjustments negotiated by the parties for as long as they remain in that position.
- d) Where an employee and the Union are not satisfied with the JJEC's decision, and the Union agrees to represent the employee, the Union may refer JJEC's decision to arbitration by letter within fifteen (15) working days of receipt of the re-evaluation decision. The letter shall state the matter sought to be arbitrated and the names of proposed arbitrators. The Corporation 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. The Corporation also has the right to appeal under this process.
- e) An independent Arbitrator trained in job evaluation, mutually agreed upon by both parties, will hear appeals of the JJEC's decisions within one hundred and twenty (120) working days or at the earliest mutually agreed upon date by both parties. 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.
- f) The Union may withdraw the appeal from the arbitration process at any time.
- g) 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 full time employees covered by this Collective Agreement shall receive eight (8) hours pay for designated paid 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
National Aboriginal Day**	

*Whitehorse and Aishihik only

**Communities outside Whitehorse and Aishihik only

- b) Pursuant to Article 24.01 (a), all part-time employees' designated paid holidays 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 fifteen (15) 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-two (22) 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 eight (8) hours for each of the holidays so affected. Part time employees' vacation leave shall be prorated relative to regular scheduled hours.

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, or periods of leave without pay. Annual vacation leave will be adjusted at the completion of the leave.

25.06 A full time employee may carryover sixty (60) 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 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.
- 25.09 If an employee provides a written notice of their intention to retire in the next calendar year they may at their discretion carry-over up to one (1) year's entitlement of vacation leave to the next calendar year.

**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. Upon written request an employee shall receive up forty (40) hours bereavement leave for immediate family without pay.

- 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 their bereavement leave as provided for in Article 27.01 (a) above 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) Reinstate the employee in the position occupied at the time parental leave began; or
- b) Provide the employee with alternate work of a comparable nature, at not less than the same wage and other benefits that had accrued to the employee to the date on which parental leave began.

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 a) 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, parent 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, parent or spouse.

- b) Effective January 1, 2009, employees, other than Systems Operators, will be entitled to twenty-four (24) hours special leave per year for the purpose of caring for a sick dependent child, parent, or spouse. Systems Operators will be entitled to thirty-six (36) hours special leave per year for the purpose of caring for a sick dependent child, parent, or spouse

30.02 Employees required to leave the community for purposes of taking a dependent child, parent, or spouse to a medical appointment may use the leave provided for in this Article.