

**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. 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.
- 31.03** When making promotions and/or transfers, the factors listed in Article 31.02 shall apply.
- 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 related skill areas. These factors are

not listed in order of priority. When the overall assessment is equal for two (2) or more employees, the employees shall be laid-off in the reverse order of their seniority.

- 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) Volunteer Leave Policy;
- d) Health and Safety policy;
- e) Employment Equity; and
- f) 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;
- c) Clothing policy - Safety; and
- d) Compassionate Care 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. It is understood and agreed that the Joint Pension Advisory Committee is not a negotiating committee and does not have authority to make any changes in pension involving any additional cost to either the employee or the Corporation.

- 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.
- 39.04** The Joint Pension Advisory Committee will as a minimum review the following information annually:
- a. Total employee contributions;
  - b. Total employer contributions;
  - c. Funded status of the plan; and
  - d. Reviewing the investment status of the plan.

**Article 40  
Group RRSP**

- 40.01** a) All new permanent employees entering the Corporation shall automatically participate in the Group RRSP plan.
- b) 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.
- d) A term employee upon commencement of their third (3<sup>rd</sup>) continuous year of employment may choose to be covered by the provisions of this Article.

**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 (including Pay Direct Drug (PDD) cards and Electronic Data Interchange (EDI)). 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) 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.
- 42.06 No member of the bargaining unit shall be forced to discipline another member of the bargaining unit.

#### **Article 43 Term of Agreement**

- 43.01 This agreement shall be binding and remain in effect from January 1, 2008 to December 31, 2010, 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, 2008, 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.

**Article 46  
Apprentices**

**46.01** Apprentices will be compensated not less than the applicable level of the apprenticeship rate listed below for the applicable journey pay range or within the applicable journey pay range at the discretion of the Corporation.

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

**46.03** Apprenticeship Rates

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

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

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.

**Article 47  
Injury on Duty Leave**

**47.01** To assist permanent employees on leave due to a work related injury, the employer will advance employees the wages WCB would normally provide during the WCB claims approval process. Employees will reimburse the Employer for any funds advanced. Employees shall earn vacation credits for the first thirty (30) calendar days of such leave.

**Article 48  
Loss or Theft of Personal Property**

**48.01** a) Upon submission of reasonable proof of loss or theft, the Corporation shall indemnify, pursuant to paragraph (b) below, with respect to loss or theft of personal property of an employee while on duty caused by the actions of a person, and provided such personal property is an article of use or wear of a type suitable for use while on duty.

- b) The responsibility of the Corporation to indemnify an employee under paragraph (a) above shall be limited to reimbursing the employee:
  - i. for the deductible costs, up to a maximum of \$200.00, associated with his/her insurance coverage for loss or theft of the personal property; or,
  - ii. if the employee does not have such insurance coverage, to a maximum of \$200.00.