

## 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, Search and Rescue, Auxiliary RCMP Officers (if responding to an emergency), 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:

<b>Activity Completed</b>	<b>Duration of Activity (Hours)</b>	<b>Clear Hours</b>	<b>Regular Start Time</b>	<b>Adjusted Start Time</b>
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**

#### **PENSION PLAN CHANGES**

1. Removing Contributions Cap

You contribute 3.5% of your Earnings up to the Year’s Maximum Pensionable Earnings (YMPE) and 5% of your Earnings that are in excess of the YMPE.

2. Pensionable Service

For periods of disability to count as Pensionable Service, the member must make their contribution and the Corporation will make its contribution for the period of the leave.

For periods of unpaid leave excluding disability leave to count as Pensionable Service, the member must make both their contributions and the Corporation’s contributions for the period of leave.

## **LETTER OF UNDERSTANDING #5**

### **FLEX TIME**

Where a non-shift employee requests and where the Corporation in its discretion (such discretion to be exercised in a fair and reasonable manner) agrees to:

1. Vary the start and finish times of an employee; or
2. Change the hours of work per day, extended or compressed, to a maximum of twelve (12) hours per day so as to average forty (40) hours per week over a predetermined period of time. Authorized overtime rates apply after forty (40) hours of work per week averaged over the predetermined period of time.

It is understood that such change will not result in any additional costs to the employer (e.g., shift premiums, overtime premiums, etc.) or any reduction of service.

In addition, the change of start times will not constitute a change in the normal day's 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 not allow the above changes then that decision is not grievable for the first nine (9) months after ratification. Either party upon thirty (30) days notice, following meaningful consultation between the parties, can terminate this Letter of Understanding.

## **LETTER OF UNDERSTANDING #6**

### **ACTING EXCLUDED POSITIONS**

The parties agree that employees covered by this Collective Agreement will not be assigned to act in an excluded position, outside the bargaining unit on a temporary basis without their agreement.

The parties agree that employees covered by this collective Agreement and are assigned, to act in an excluded position for a period of more than two (2) continuous working days, outside the bargaining unit on a temporary basis shall:

- a) Continue to accumulate seniority;
- b) Be paid the greater of:
  - i. their minimum salary for the temporary position, or
  - ii. their present salary plus five percent (5%).
- c) All other provisions of the Collective Agreement apply (excluding Article 14.06)

## LETTER OF UNDERSTANDING #7

### PLANT OPERATORS AND SYSTEMS CONTROL CENTRE OPERATORS

Within three (3) months, the Corporation will endeavour to audit Plant Operator timesheets back to January 1, 2005 to ensure proper compensation of designated paid holidays.

In addition, the parties agree to commence within three (3) months of the signing of the collective agreement a review of the following issues:

1. Administration of the scheduling provisions of the collective agreement.
2. Floater positions for coverage or specific projects.
3. Whitehorse coverage on Saturdays and Sundays.
4. Maximum number of days scheduled in a row.
5. Consecutive days of rest.
6. Distribution of overtime.
7. Use of maintenance days in scheduling.

Any changes to the collective agreement resulting from the above review will be recommended to the Negotiating Committees.

The committee will consist of at least one local officer, one Plant Operator, one Systems Control Centre Operator and a representative of the Public Service Alliance of Canada. The employer may appoint up to four (4) representatives to sit on the committee. Time spent on the committee shall be at no loss of pay for bargaining unit members.

In addition to the issues outlined above, the proposals tabled by the union in November 2007 to deal with these issues (i.e., 13.06(f); 13.02(h); 13.03(f); 13.03(g)) shall be included in the committee's work.

In the event the committee fails to provide recommendations to their respective negotiating teams or the negotiating teams fail to reach agreement on any issue that requires the collective agreement to be amended, such issue shall be the subject of Arbitration as per article 44. The negotiating teams will convene within thirty (30) days of receiving the committee's recommendations.

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)**

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David Morrison

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Darrell Johnson

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Linda Greer

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Ken Sawyer

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