

Agreement

between

ATCO Electric

YUKON

and



**CANADIAN
ENERGY WORKERS
ASSOCIATION**

2026-2027

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AGREEMENT

THIS AGREEMENT made as of the sixth (6th) day of November A.D.2025.

BETWEEN:

THE YUKON ELECTRICAL COMPANY LIMITED doing business as (dba) **ATCO Electric Yukon**, a body corporate with head office at the City of Whitehorse, in the Yukon Territory (hereinafter called "the Company").

OF THE FIRST PART,

AND

THE CANADIAN ENERGY WORKERS ASSOCIATION, a trade union within the meaning of the *Canada Labour Code*, with head office at the City of Edmonton, in the Province of Alberta (hereinafter called "the Association").

OF THE SECOND PART,

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

AND

Whereas by Certificate, 10457-U, dated the 2nd day of July A.D., 2013 and issued by the *Canada Industrial Relations Board* of the Yukon (hereinafter called "the Board"), and made pursuant to the provisions of the *Canada Labour Code*, the Association has been certified as bargaining agent for the unit of employees of the Company comprising: "All employees of the Yukon Electrical Company Limited, excluding the manager, engineer, operating superintendent, office manager, purchasing agent, hydro superintendent and supervisor."

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

SPIRIT OF AGREEMENT

Whereas the Company is an organization wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to provide efficient public utility services.

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly, to electric customers from time to time served by the Company, is essential to the welfare of these customers.

AND

Whereas it is essential to the livelihood and in the best interest of the Company, its management and employees, to direct their respective efforts towards the efficient and economical operation of the Company business.

AND

Therefore, this Agreement recognizes and accepts the principles and spirit of good teamwork, based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness.

AND

This Agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favorable to one than to the other and of the same spirit of cooperation and friendliness in which this Agreement is reached.

AND

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

AND

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

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

AND

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

Land Acknowledgement

On behalf of the Canadian Energy Workers Association and ATCO Electric Yukon, in the spirit of reconciliation, we acknowledge the traditional territories and homelands of the First Nations peoples within the Yukon Territory. We honour and respect the diverse history, languages, ceremonies and culture of the Indigenous Peoples who call these areas home, and are grateful for the opportunity to learn, work, serve and live on their lands.

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 The term of this Agreement is from January 01, **2026** to December 31, **2027** and from year to year thereafter, unless notice of amendment or termination is given as required in Clause 1.02. All articles in this agreement are effective January 01, 2026, unless specified otherwise.
- 1.02 If either the Company or the Association wishes to negotiate a new collective agreement to replace this agreement, it must give the other party Written notice between June 1 and no later than September 1 in the final year of the agreement.
- 1.03 If either party gives notice of their intention under Clause 1.02 to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals within **(thirty)** 30 days of receipt of the notice required in Clause 1.02, unless there is mutual agreement to alter this date. The parties will then undertake negotiations for a new agreement.
- 1.04 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.05 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06 If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Voluntary Interest Arbitration in accordance with Article 27.00 of this agreement and Section 79 of the *Canada Labour Code*.
- 1.07 Prior to the convening of an arbitration board under Article 27.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 APPLICATION

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

ARTICLE 3.00 DEFINITIONS AND INTERPRETATIONS

3.01 For purposes of this agreement:

- (a) "Association" means the Canadian Energy Workers Association (CEWA);
- (b) "Association Officer" means any member of the Canadian Energy Workers Association (CEWA) Executive or person or party appointed by the Executive;
- (c) "Agreement" means this current Collective Agreement;
- (d) "Company" means The Yukon Electrical Company Limited doing business as (dba) ATCO Electric Yukon (AEY);
- (e) "Day" unless modified means a calendar day;
- (f) "Dependent" means:
 - (i) an employee's unmarried dependent child (natural, step, legally adopted or foster) up to age eighteen (18); or age twenty-five (25) if a full-time student; or
 - (ii) an employee's physically or mentally handicapped child of any age if they are incapable of self-sustaining employment.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on the day designated as a paid holiday in Article 18.00 (Holidays) of this agreement;
- (h) "Home Base" means an employee's permanent work location;
- (i) "Job" means a unique position within the Company;
- (j) "Job Class" means all Jobs in the Company with the same basic title;
- (k) "Job Posting" means a document which invites applications for a vacant Job or a new Job;
- (l) "Spouse" means the person to whom the employee is legally married or living with, in a common law relationship, for the last twelve (12) months;

- (m) "Working Day" means a day on which an employee is scheduled to work.
- (n) "Written Correspondence or Writing" means the Company and the Association may utilize hard copy or electronic communication (email, fax and scan).

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

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

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

3.05 "Probationary Employee" means either:

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

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

- (a) If the person has been employed by the Company in a related Job for more than three months, the probationary period will be reduced by at least three (3) months and may be reduced up to six (6) months, at the Company's discretion.
- (b) If the person has been employed by the Company 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.

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

- (a) Layoffs – A Seasonal Employee being laid off will be provided with two (2) weeks' notice. Such layoff may occur at any point of the term contingent on work requirements and/or job performance. Prior to layoff, a performance evaluation will be conducted and a letter shall be provided to the affected employee.
- (b) Recall – Recall of any Seasonal Employee will be based on their previous performance evaluation. Recall will be offered only to employees who have letters from a previous layoff stating they may be recalled. One (1) month's notice will be provided to the individual prior to recall.
- (c) Involvement of Association in layoff, recall and performance appraisals – copies of letters of recall and layoff will be provided to the Association. Performance evaluations will remain confidential unless the employee requests help from the Association.

If a seasonal position is required for a continuous period of twelve (12) months or more, the Company and Association will review the position in view of it becoming a Permanent Position. The review will start within

thirty (30) Days following the end of the twelve (12) month period and will be completed as soon as possible but within ninety (90) Days, whether or not the person is still employed with the Company.

- 3.08 "Temporary Employee" means an employee who is employed, on a full-time or part-time basis, for work that is not of a permanent or continuing nature and whose employment will be terminated when the work is complete. The Temporary Employee will be hired for a period of less than eight (8) months.
- 3.09 "Casual Employee" means an employee who does not work more than thirty-two (32) Days within any three (3) calendar month period, and all employees performing janitorial work in district offices. It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement.
- 3.10 "Term Employee" means an employee who is hired for a specific term of employment, either full-time or part-time, into a Job that is based on completion of a specific Job or project, the occurrence of a specified event or a specific period of time. The Term Employee is subject to a Probationary Period in accordance with the Agreement.
- (a) A Term Employee will be hired for a period of eight (8) to **twenty-four (24)** months, the Company and the Association will discuss a waiver in accordance with Article 36.00.
 - (b) This category of employee shall not be used to displace any Permanent Employee or Job, or to reduce the regular number of hours of work of any Permanent Employee.
 - (c) A Term Employee will be paid a wage consistent with the Job Class into which they are hired.
 - (d) A Term Employee will be eligible for all the negotiated provisions of the collective agreement afforded to a Permanent Employee, excluding Article 14.00 Temporary Assignment to a Higher Classification and Article 26.00 Reduction of Staff.
 - (e) The Company will provide notice to the Association of the name of the employee hired as a Term Employee as well as the Job Class, wage and duration of the term.
 - (f) The Company will provide notice to the Association if the term ends prior to the expiry of the Term Employee's contract. In this

instance, the Company will provide the Term Employee notice of its intention to terminate employment, as required by the *Yukon Employment Standards Act*; notice will be no less than two weeks.

- (g) If a Term Employee is hired into a permanent Job, their continuous service date will be the date they were hired as a Term Employee.

- 3.11 The Company undertakes to notify the Association in Writing of the name and wage rate and category of employee(s) when hired.

ARTICLE 4.00 RECOGNITION

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

ARTICLE 5.00 VIOLENCE, HARASSMENT, AND DISCRIMINATION

The Association and the Company are committed to working together to provide a work environment that is free from violence, bullying, harassment and discrimination.

- 5.01 The Company will provide employees with an environment free from violence, bullying, and/or harassment as set out in the *Yukon Occupational Health and Safety Act*.
- 5.02 The Association and the Company will not discriminate against an employee on any basis prohibited by the *Yukon Employment Standards Act*.
- 5.03 The Company will not discriminate against any employee because of their connection with the Association or activities related to the Association which are sanctioned by the terms of the Agreement or are in accordance with those rights and privileges defined in the *Canada Labour Code* or the *Yukon Employment Standards Act*.

- 5.04 The Association will not discriminate against any employee because of non-membership in the Association or in accordance with those rights and privileges defined in the *Canada Labour Code* or the *Yukon Employment Standards Act*.

ARTICLE 6.00 RIGHTS OF MANAGEMENT

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

ARTICLE 7.00 GRIEVANCE PROCEDURE

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

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

Facilitation

- 7.02
- (a) The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
 - (b) To help try to resolve a disagreement, the parties may, by mutual agreement, use a problem solving process at any stage of the grievance process. The facilitator and the process to be used (e.g. the problem solving process) must be agreed to by both parties.

- (c) The parties agree not to enforce the time limits under this article while the problem-solving process is underway. When the attempts are completed, or mutual agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

Discussions

- 7.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with:
- (a) The selecting supervisor, if the disagreement relates to a Job Posting; or
 - (b) Their most immediate supervisor, who is not a member of the bargaining unit, in any other case.

In the event the employee and supervisor cannot find resolution to the disagreement, the employee must advise the Association prior to commencing the grievance procedure.

- 7.04 The discussion referred to in clause 7.03 should be held as soon as possible after the act which gave rise to the disagreement, since any grievance must be submitted within certain time limits.
- (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the employee's manager within five (5) Days of the employee being given Written reasons for not being selected for the position;
 - (b) In any other case, the grievance will be given to the employee's manager within fifteen (15) Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

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

- 7.05 If the discussion does not resolve the matter, the disagreement may proceed to:
- (a) Step 1 in case of a disagreement that does not involve the discharge of an employee; or

- (b) Step 2 in the case of a disagreement that involves the discharge of an employee.

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

Calculation of Time

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

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

7.08 All grievances shall be in Writing and will include:

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

Step 1

- 7.09 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 15.00 (Job Posting), the supervisor who made the decision shall attend.
- 7.10 Within ten (10) Days of receiving the grievance, the manager will either uphold, deny or come to a mutually satisfactory resolution. The outcome shall be in Writing and given to all affected employees and the Association. In the case of a Job Posting grievance being upheld, the employee who was initially the successful candidate shall be the first person advised of the grievance outcome.
- 7.11 If the grievance is not resolved satisfactorily, either the Company or the Association may advance the grievance to Step 2.

Step 2

- 7.12 Either the Company or the Association may request the formation of a grievance committee (the "Grievance Committee") by Written notice.
- 7.13 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for a Grievance Committee.
- 7.14 The Company and the Association will each name three members to the Grievance Committee within five (5) Days of the grievance being submitted.
- (a) The Company and the Association will exchange all information relating to the grievance five (5) Days prior to the scheduled Step 2 meeting.
- 7.15 The employee initiating the grievance and their supervisor are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor is ineligible to sit as a member of the Grievance Committee.
- 7.16 The Grievance Committee shall appoint one of its members to be its chairperson and the person so appointed will retain the right to vote.
- 7.17 The grievance will be heard by the Grievance Committee within twenty-five (25) Days of the Grievance Committee being appointed.

- 7.18 Within five (5) Days of hearing the grievance, the Grievance Committee will issue a Written report:
- (a) Resolve the grievance in a manner that is fair and just. In determining a fair and just resolution to the grievance, either party may be required to consult with its respective constituents; or
 - (b) Reporting that it is unable to reach a majority decision.
- The Grievance Committee's report will be given to the Company and the Association.
- 7.19 The employee initiating the grievance will be afforded the opportunity to present their case, in person or by some other reasonable means, to the Grievance Committee if they so wish.
- 7.20 A majority decision of the Grievance Committee is binding upon both parties.
- 7.21 If the Grievance Committee reports it is unable to reach a majority decision, either party may submit the grievance to arbitration.

Grievance Arbitration

- 7.22 The Association or the Company shall notify the other party of its desire to proceed to arbitration within ten (10) Days of a Step 2 decision. In the notice, the party requesting arbitration shall include the name of its nominees to the arbitration board.
- 7.23 Within ten (10) Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 7.24 The two nominees will select a chairperson for the arbitration board. If such agreement cannot be reached in that time, the nominees will request The Minister of Labour for the Government of Canada to appoint a chairperson.
- 7.25 The arbitration board will meet within six (6) months of the chairperson's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.

- 7.26 The decision of a majority of the arbitration board is the decision of the arbitration board. It is final and binding on the parties.
- 7.27 The arbitration board's decision shall not alter, amend, add to or change the terms of this Agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 7.28 The arbitration board's jurisdiction is limited to the remedy requested by the grieving party.
- 7.29 In grievances concerning discharge or suspension, the arbitration board's jurisdiction is limited to determining whether there was just cause for the discipline. If it finds there was just cause, it shall not have the jurisdiction to review the penalty imposed. If it finds that there was not just cause for discipline, it may reinstate the employee involved and to declare that they are entitled to such reinstatement or redress as the arbitration board considers appropriate.
- 7.30 The parties will pay the expenses of their nominee. The expenses of the chairperson shall be shared equally by the parties.

Policy Grievances

- 7.31 Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this Agreement.
- 7.32 A party initiating a policy grievance shall, within thirty (30) Days of the act giving rise to the grievance, give notice to the other party as set out in Clause 7.08.
- 7.33 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of clause 7.08 and clauses 7.14 to 7.29 inclusive shall apply to the processing of such grievance.

ARTICLE 8.00 CONTINUITY OF SERVICE

- 8.01 The Association agrees that it will not directly or indirectly sanction, authorize, or allow any stoppage of work or any action that restricts or limits service or production, and the employees agree that they will not be involved in such actions. The Company agrees that it will not cause any lockout of employees.

ARTICLE 9.00 ASSOCIATION DUES

- 9.01 All employees now members of the Association, and all employees eligible to become members of the Association, shall, as a condition of employment pay, to the Association, monies equal to the dues as established from time to time in accordance with the Constitution and Bylaws of the Association. Such dues shall be deducted by the Company on a bi-weekly basis from the employee's pay and remitted to the Association at the end of the month following the deduction. In the months that have three (3) paydays, the dues will be deducted from the first two (2) paydays in the month, totaling twenty-four (24) deductions in a year. The payment of dues does not require the employee to become a member.
- 9.02 The Company shall provide the Association with a report, monthly, containing the following specifics:
1. Employee Name
 2. Employee Classification
 3. Particulars of Association dues deducted
- 9.03 The Company will not authorize any other dues deduction except to the benefit of the Association, unless otherwise required by law.

ARTICLE 10.00 WAGE SCHEDULES, NOTES AND APPENDICES

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

ARTICLE 11.00 NOTICES

- 11.01 Except where otherwise provided, any notice required to be given by this collective agreement will be in Writing and will be delivered by e-mail, by hand, or by mail.

- (a) Notices to the Association will be sent to the attention of the Business Manager at the Association's office, located at:

9908 106 Street NW
Edmonton, AB
T5K 1C4

- (b) Notices to the Company will be sent to the attention of the Manager and the Senior Manager, Human Resources located at:

Manager
100 - 1100 Front Street
Whitehorse, YT
Y1A 3T4

Senior Manager, Human Resources
10035 105 Street NW
Edmonton, AB
T5J 2V6

Email:
electriclabourrelations@atco.com

Each party will notify the other of the address or e-mail address to which notices are to be sent and may, from time to time, change that information by notice to the other party.

11.02 Notice is deemed to be given:

- (a) on the Day after the notice is delivered by e-mail
(b) on the Day after the notice is sent by hand
(c) five (5) Days after the notice is mailed.

Saturdays, Sundays and holidays are excluded from time specifications outlined in clause 11.02.

11.03 In the event of anticipated or existing postal disruption, all notices will be delivered by e-mail or by hand and not mailed.

ARTICLE 12.00 HEADINGS

12.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any portion herein, nor shall the same be deemed to qualify, modify or explain the effects of any such term, condition or provision.

ARTICLE 13.00 JOB CLASSIFICATION

13.01

- (a) For the purpose of this article “evaluation plan” means a formal system adopted for determining the relative value of a Job, and setting out specific criteria for making that determination. If no formal evaluation plan exists, the Job will be evaluated using relative standards and assessment processes. Use of the terminology “evaluations, re-evaluations and job assessment processes” applies to all job classifications contained in the wage schedules.
- (b) When new job classifications are established, the Company shall set the wage rate and shall notify the Association within ten (10) Working Days of the classification being established. The wage rate for the new classification may be set and implemented by the Company.
- (c) When significant differences, or changes, in job content are made to existing job classifications to the extent that the Company or the Association or an employee requires that the Job be re-evaluated, the following procedure shall be followed:
 - (i) Should a Written request for re-evaluation of a job classification be initiated by the Association or an employee, the Company shall proceed with the re-evaluation within thirty (30) Days of receiving the Written request. All parties impacted by the request will be informed of the re-evaluation at the time of filing. The parties will meet to determine the best approach for understanding the responsibilities of the Job.
 - (ii) Should a Written request for re-evaluation of a job classification be initiated by the Company, the Association and the employee shall be notified in Writing within five (5) Working Days of the initiation of the review.
 - (iii) The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) Days from the date the Association and the employee were notified. Within five (5) Working Days of the completion of any evaluation the Company shall notify the

Association 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 Company notified the Association of the initiation of the review.

- (d) Should any dispute arise between the Company and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, the dispute may be submitted within ten (10) Working Days of receiving notice of the Company's decision. Such dispute shall be settled by adopting the following procedure:

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

The Company and the Association shall submit the dispute jointly to two (2) appointees qualified in wage determination and administration, one (1) appointed by the Company and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within ten (10) Working Days of their first meeting.

In the event that the appointees cannot reach unanimity in their decision, they may appoint a third party of similar qualifications to act as Chairman. The unanimous decision of the first two (2) appointees, or a majority decision of the three (3) appointees, shall be final and binding upon both parties. It is agreed that the Company and the Association, each respectively, bear the costs and expenses of their appointees, and that costs and expenses of the third party, if appointed, be borne equally by the Company and the Association.

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

13.03

- (a) A Job description will be established for each employee and Job, in consultation with the incumbent. A copy of the Job description will be given to the incumbent and the Association.
- (b) When a Job description is changed, the Company will, within ten (10) Working Days of the change, give a copy of the revised Job description to the Association and the incumbent.
- (c) During the annual performance review meeting, the Job description will be reviewed by the supervisor and employee.

ARTICLE 14.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION PREMIUM

14.01

- (a) Supervisors shall, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job, which has a higher maximum rate of pay than the employee's current Job.
- (b) Supervisors shall ensure that Lead responsibilities are covered by assigning employees temporarily for no less than one (1) Working Day.
- (c) Any such assignment for more than five (5) consecutive Working Days shall be in Writing.
- (d) The Company will discuss the assignment with the employee. After the discussion, the Company will provide a copy of the proposed assignment terms to the employee and the Association.

All assignments for a term greater than sixty (60) Days will be documented with the following:

- (i) Reasons for the temporary assignment
 - (ii) Nature of the assignment
 - (iii) Term (duration)
 - (iv) Employee's current Job Class and the Job Class to which they are being temporarily assigned
 - (v) Location of the assignment
 - (vi) Provisions for meals, travel and the accommodation expenses (if applicable)
 - (vii) Provisions for what will happen upon completion of the assignment
- (e) The Association will have the opportunity to discuss the temporary assignment with the employee and, as appropriate, provide recommendations to the employee and/or Company. A final copy of the assignment will be placed in the employee's personnel file, with a copy sent to the employee and the Association.
- (f) The Company will maintain a record of all temporary assignments that are over sixty (60) Days in duration and, at the request of the Association, will provide a list of current temporary assignments.

14.02

- (a) When an employee is temporarily assigned to a Job, which is covered by this Agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
- (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
 - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.

- (iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.
 - (iv) If the employee's normal Job is paid at a flat rate and therefore does not have an increment; the rate paid shall be equal to the employee's normal pay plus one increment as identified for the temporarily assigned Job, or the maximum rate of the temporarily assigned Job, whichever is lesser. For clarity, if there is no increment for the temporarily assigned Job, the employee shall be paid the flat rate as identified for the temporarily assigned Job.
- (b) While acting in a Job which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment, which relates to the employee's hourly rate of pay.

14.03

- (a) An employee who is temporarily assigned to a Job which is outside the scope of this Agreement, will be paid, from the first Day, at a rate of five percent (5%) higher than the employee's normal pay.
- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a Written agreement setting out any additional increment (not to exceed five percent (5%) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

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

- (a) the employee has been in the temporary assignment for at least thirty (30) Days before the vacation or sick leave, and

- (b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.

14.05 An employee who remains in a temporary assignment for more than one **(1)** year will receive the increments which would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.

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

14.07

- (a) For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than three (3) consecutive months will have their temporary assigned pay added to their base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.

- (b) The new temporary salary will be effective immediately following the third month and will be retroactive to the first day of the assignment for pension purposes.

14.08

- (a) When an employee is assigned to be a Subject Matter Expert (SME) for the purposes of specific focused training of other employees (including preparation, classroom and field time), they shall be paid an amount equal to their normal pay plus one **(1)** increment in their present classification.

- (b) When an employee is assigned to direct or oversee a project or program for a minimum of one **(1)** full working day:

- (i) involving two **(2)** or more contracted employers or

- (ii) two **(2)** or more employees of a contracted employer

The employee will receive an amount equal to their normal pay plus one increment in their present classification. Employees in Lead roles are not eligible for this increment.

ARTICLE 15.00 JOB POSTING AND JOB PROGRESSION

15.01 The Company is committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail in the Letter of Agreement Re: Reciprocity of this agreement.

(a) When a permanent Job, within the scope of the Agreement, becomes vacant or a new Job is created, a Job Posting outlining details of the vacancy will be posted on Company bulletin boards for ten (10) Working Days except as stated in clauses 15.01 (f), 15.05, 15.06, 15.07, and 15.10.

(b) First consideration will be given to applicants who are members of the bargaining unit, as defined in the Letter of Agreement Re: Reciprocity, providing they meet the minimum qualifications as outlined in the Job Posting.

If there are no applications from Chapter 107 who meet the minimum qualifications, the Company reserves the right to fill vacancies externally for the following Jobs: Receptionist, Customer Service Advisor – Entry, Financial Assistant – Entry, Labourer, Meter Reader, Equipment Operator Entry Level, Technologist Assistant, Diesel/Turbine Operator Entry Level, Engineering Assistant Entry Level, Draftsperson Entry Level, Plant Maintenance Technician I and Warehouse Technician, Apprentice Power Line Technician (543101).

(c) All Job Postings shall contain hiring criteria including educational and/or experience and related skill areas.

(d) A copy of each Job Posting will be directed to the Association via email.

(e) **Internal** applicants will receive a personal Written reply to their application.

(f) No more than two (2) Job Postings shall be required in any one sequence. After the second vacancy in a sequence has been filled, the third vacancy created by the second posting shall not require posting. The Company will issue a bulletin board notice inviting employees to respond with an expression of interest for a third in sequence vacancy. This third vacancy may be filled at the Company's discretion, utilizing for example, the options to fill as an internal career development or external placement. If the Company does not make an appointment within six (6) months

of the initial notice, they will reissue the third in sequence notice prior to making an appointment to the vacant job. Should the Company choose to post the third vacancy, the Job Posting procedures and obligations will apply and will be considered the first in the new sequence.

15.02 In selecting a person to fill a vacancy, the Company will consider first the applicants from within the bargaining unit, as identified in the Letter of Agreement Re: Reciprocity who meet the minimum qualifications outlined on the Job Posting before it considers external applicants.

- (a) In making its decision, the Company will consider the following criteria, not listed in order of priority: related ability, education and Job-related experience, and performance.
- (b) The Company is not necessarily obliged to consider the application of any employee with less than two (2) years in their present position and location. The Company is, however, obliged to consider applications of employees who are applying for a Job that has a higher maximum rate of pay than their current Job.

15.03

- (a) When making promotions and/or transfers, the above outlined procedures and criteria of selection shall apply and when the overall assessment based on the above stated factors is equal for two (2) or more of the applicants, the applicant with the most seniority with the Company shall be selected for the posting.
- (b) An internal applicant may request from the selecting supervisor Written reasons for their unsuccessful application, within ten (10) Working Days of being informed of the decision.
- (c) All **internal** applicants will receive a reply in Writing.

15.04 Unless the date of transfer is specified on the Job Posting, the successful applicant shall be transferred to their new position within four (4) weeks of being notified by the Company of their selection. Should there be good and sufficient reason why the transfer to the new position cannot be made within the four (4) week period, the employee shall be notified in Writing as to the reasons therefore and be given a specific date prior to or at which the transfer shall be made.

- 15.05 No posting is required if a Job has been re-assessed or re-evaluated to a higher class, if the person who held the Job before the re-assessment or re-evaluation remains in the Job.
- 15.06 When an employee assumes a Job in a remote and difficult to fill position and has been assured a time certain rotation, the employee will be brought back to an equivalent level Job in another location without posting. The Company will pay for reasonable costs associated with the employee's relocation under this clause.
- 15.07 An employee on an approved educational leave may be brought back to an equivalent level Job within the bargaining unit without posting.
- 15.08 In the case of clauses 15.06 and 15.07, the Company will inform the Association in advance of the application of these clauses.
- 15.09 Progression as set out in 15.10 does not constitute a new or vacant Job or position.
- 15.10 For information purposes only, the following consolidates the current progression provisions as contained in the Corporate Job Descriptions.

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

PROGRESSION FROM:	PROGRESSION TO:
510200 Customer Service Advisor – Entry	510300 Customer Service Advisor - Qualified
511200 Financial Assistant - Entry	511300 Financial Assistant – Qualified
520000 Draftsperson - Entry Level	520100 Draftsperson I
520100 Draftsperson I	520500 Draftsperson II
521000 Engineering Assistant - Entry Level	521100 Engineering Assistant I
521100 Engineering Assistant I	521300 Engineering Assistant II
566100 Plant Maintenance Technician I	566300 Plant Maintenance Technician II

570100 Warehouse Technician	570300 Senior Warehouse Technician
573000 Equipment Operator Entry Level	573100 Equipment Operator
585100 Technologist Assistant	585300 Technologist I
586100 Diesel/Turbine Operator - Entry Level	586300 Diesel/Turbine Operator I

- (a) Progression shall not be considered automatic or natural. Progression shall be dependent on meeting the position criteria, satisfactory performance and complement control requirements.

15.11 The Company will provide notice to the Association within **sixty (60) Days** after a Job becomes vacant if the Job will not be filled.

ARTICLE 16.00 HOURS OF WORK AND OVERTIME

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

Normal Hours of Work

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

Overtime

16.01

- (a) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay:
 - (i) for all authorized overtime worked in excess of eight (8) hours per Working Day [ten (10) hours in the application of clause 16.07 (b)];
 - (ii) for all authorized overtime worked in excess of forty (40) hours per week;
 - (iii) for all overtime worked on Holidays as specified in Article 18.00 (Holidays) of this Agreement.
- (b) Time required for travel outside regular working hours between headquarters and the temporary Job headquarters shall be paid for at applicable overtime rates.
- (c) An employee who is instructed or directed to participate in an activity outside their normal hours of work will be paid at the overtime rate for any time which exceeds their normal hours of work.
- (d) An employee who volunteers to participate in an activity outside of their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.
- (e) An employee who is invited to participate in an event or training that is of mutual benefit to both parties will receive their normal rate of pay for any time which exceeds their normal hours of work. An employee may accept or decline such an invitation.
- (f) An employee will be scheduled to travel during normal working hours when required to travel for training, interviews, or for functions referred to in clause 16.02 (c) or (e). This is the preference of both the Company and the Association and scheduling should reflect this preference, whenever possible.
 - (i) If, due to Company requirements, the employee is not able to travel during normal working hours, the employee will be paid at the overtime rate.

- (ii) By joint agreement with the supervisor, alternate arrangements may be made in the interest of the employee's work-life balance, in accordance with the following:
- Travel may be allowed outside the Working Day and paid at straight time if, for example, the employee preferred to travel on Sunday to participate in training held on Monday.
 - Time may be provided in lieu for the employee to travel on their "own time"; for example, four **(4)** hours off on Friday when travel would have occurred and the travel occurs on Sunday, without pay, prior to Monday training.
 - Such exceptions will not be unreasonably withheld.
- (iii) An apprentice who travels on a scheduled day off or outside of their regular hours of work for the purpose of attending Apprenticeship Period Training will be paid straight time pay for all hours travelling to such training. Where reasonable, the Company shall arrange travel during regular work hours.
- (iv) Under no circumstances shall a Working Day exceed twelve (12) hours in length, including travel time, for this clause.

Overtime Banking

- 16.02 In recognition that from time to time an employee may require time off for personal reasons or unforeseen circumstances, the following conditions may apply:
- (a) An employee who works overtime under Article 16.00 may choose to bank that time for future use:
- (i) An employee may bank some or all overtime worked.
 - (ii) One **(1)** hour of overtime worked equals two **(2)** hours of banked time.

- (b) Nothing in this clause guarantees an employee that a supervisor will approve any request to take time off.
- (c) An employee can have up to forty (40) hours of banked time. The bank can be refilled provided it does not exceed forty (40) hours of banked time at any given time.
- (d) An employee may take time off by mutual agreement with their supervisor. The request should be made only when no overtime will result and scheduled vacations will not be affected for themselves or other employees. The supervisor shall approve or reject the request as soon as possible, but at least three (3) Working Days prior to the first day the employee wishes to take off.
- (e) At the end of each calendar year, each employee will be paid any amount which remains banked.
- (f) An employee may, at any time, withdraw all or portion of their banked time.

Time Off Without Pay

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

Hours of Rest

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

- (a) Employees working sixteen (16) consecutive hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.
- (b) An employee who, as a result of a call-out, works at any time between eight and three (3) hours before the start of their next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the

employee was called out. The lunch period is included in this calculation of time.

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

Rest Breaks

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

Planned Outages

16.06

- (a) The Company sometimes must preplan outages to do construction, maintenance, and replacement work on transmission, distribution, and production facilities. To try to keep the impact on customers minimal, the Company may have to change the hours during which an employee's Working Day is scheduled.
- (b) The Company will give an employee forty-eight (48) hours' notice of a change under this clause. If it does not, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first forty-eight (48) hours after notice is given.
- (c) The hours of rest will be administered as in clause 16.05 (b).

Exceptions

16.07

- (a) By mutual agreement of the affected employees and management, the normal hours of work may be extended during the period of Monday to Saturday.
- (b) By mutual agreement between the employee and the supervisor, the hours of work per day may be scheduled to a maximum ten (10) hours per Working Day as follows:
 - (i) Forty (40) hours over a series of four (4) consecutive Days, Monday to Saturday (4-10 hour Days), or
 - (ii) Eighty (80) hours over eight (8) consecutive Days, including Sunday (8-10 hour Days), when working away from Home Base.
- (c) Employees will not normally be called upon to be away from Home Base on weekends except for work of an emergency nature or by mutual agreement.
- (d) Except in the case of an emergency, the Company shall give a minimum of forty-eight (48) hours advance notice to employees prior to their being required to work away from Home Base.

ARTICLE 17.00 CALL-OUT

17.01 Employees will be paid at the overtime rate when called out to perform work outside their normal working hours.

17.02

- (a) If an employee is called out within two hours of the start of 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 worked, or for two (2) hours, whichever is greater. The time required to travel between the job site and the specified community for their location shall be considered time actually worked.

- (c) An employee who is called out within three (3) hours of the start of their regularly scheduled Working Day or shift and works continuously into their regularly scheduled hours will be paid:
 - (i) The overtime rate for time worked prior to their regularly scheduled start time
 - (ii) Straight time for regularly scheduled hours worked.
- (d) An employee who is called out between the time of eight (8) hours prior to their regularly scheduled start time and three (3) hours prior to their regular start time and who works continuously into their regularly scheduled hours will be paid:
 - (i) The overtime rate for all hours worked prior to their regularly scheduled start time
 - (ii) Straight time overtime plus their regular pay (double time equivalent) for all regularly scheduled hours worked. This rate applies until the employee is relieved from duty.

17.03 Employees called out are deemed to be on duty for the minimum period set out in clause 17.02, or until the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to call-out pay.

17.04

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

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

ARTICLE 18.00 HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Sunday	Thanksgiving Day
Victoria Day	Remembrance Day
National Indigenous Peoples Day	Christmas Day
Canada Day	Boxing Day
Discovery Day	

- 18.02 To be eligible for and paid for any of the Holidays listed above, an employee must have completed thirty (30) Days of employment in the twelve (12) months immediately preceding the Holiday and they must have worked their scheduled work shift immediately before and immediately after the Holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Company.
- 18.03 In the event of work being scheduled on a Holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the Holiday.
- 18.04 If one of the recognized Holidays for employees falls on a Saturday, either the previous Friday or the following Monday shall be observed as the Holiday as determined by the Company. If one of the recognized Holidays for employees falls on Sunday, the following Monday shall be

observed as the Holiday. Employees shall receive Holiday pay only once for a given Holiday.

ARTICLE 19.00 ANNUAL VACATIONS

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

19.01 An employee will be entitled to annual vacation with regular pay on the following basis:

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

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

- (d) A Probationary, Term or Permanent Employee is entitled to take full vacation starting January 1 of the next calendar year as provided for in the Vacation Entitlement Table.

VACATION ENTITLEMENT TABLE

*Completed Years of Service to the end of the calendar year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 8 hours/day)
0-6	4 weeks/20 days	160 hours
7-15	5 weeks/25 days	200 hours
16-23	6 weeks/30 days	240 hours
24 years +	7 weeks/35 days	280 hours
In the total weeks of vacation entitlements as noted above, one week is deemed as "Northern Vacation"		

- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.
- 19.02 An employee's vacation entitlement is in the human resources information system and documented on their biweekly statement of earnings and deductions.
- (a) Vacation entitlement is recorded in hours.
 - (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
 - (c) An employee who leaves the Company while their vacation entitlement reflects a negative balance is required to repay those hours to the Company.
- 19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six **(6)** percent of their regular pay.
- 19.04 A Permanent Part-time Employee or Term Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of their normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.
- 19.05 The following rules apply to the scheduling of vacation time:
- (a) Vacation may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned their eligible entitlement.
 - (b) The employee may take vacation in half day (1/2) or one (1) day increments, provided scheduling is arranged to meet the work schedules of the Company.
- 19.06 For the purpose of this Article, Holidays and annual vacation count as hours worked.
- 19.07 An employee who has been absent from work for one or more of the following reasons earns vacation entitlement as follows:

- (a) Short Term Disability – the employee continues to earn vacation entitlement during short term disability lasting fewer than seventeen (17) weeks.
- (b) Leave due to Work Related Injury – the employee continues to earn vacation entitlement during Yukon Workers' Compensation Health and Safety Board (YWCHSB) lasting fewer than seventeen (17) weeks.
- (c) Leave with Pay – the employee continues to earn vacation entitlement.
- (d) Maternity Leave – the employee continues to earn vacation entitlement during the disability portion of the leave, no vacation is earned while on the remainder of the leave.
- (e) Long Term Disability - an employee whose status changes to long term disability will cease to earn vacation.
- (f) Parental Leave – the employee does not earn vacation while on parental leave.
- (g) Leave without Pay – the employee does not earn vacation while on leave without pay.

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

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

10. Employees are encouraged to utilize their vacation entitlement in the year it is accrued. An employee shall apply, in Writing, and if approved may carry over up to a maximum of eighty (80) hours of vacation entitlement to the following year which must be used by the end of the first quarter.

ARTICLE 20.00 BOARD AND LODGING

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

20.02

- (a) When an employee is working away from their Home Base, and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided to them at no charge or as part of a registration fee.
- (b) The employee may, at the employee's option, claim either:
 - (i) the actual cost of the meals, evidenced by receipts, or
 - (ii) the following allowances for each meal:

Breakfast	\$ 18.00
Lunch	\$ 22.00
Dinner	\$ 35.00
- (c) A choice in 20.02(b) above will apply for the duration of the work assignment or on a week- to-week basis. Exceptions may be considered by the supervisor.

20.03 If an employee is required to work away from their Home Base over the lunch break, but returns to the Home Base the same Day, the employee will be reimbursed for lunch, on the production of a receipt, or, eleven dollars (\$11.00) for lunch only.

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

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

20.06 An employee may, at their option, claim an allowance of **one hundred dollars** (\$100) for each full day of work away from their Home Base. This allowance is intended to reimburse for the costs of accommodations, without the need for receipts.

ARTICLE 21.00 STANDBY

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

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

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

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

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

21.03 If an employee is requested to standby with less than twenty-four (24) hours' notice, it will be at the employee's discretion. The rate of standby will be one additional hour of regular pay outlined in Clauses 21.01 (a), (b), and (c) for the full rotation of standby.

21.04 For the purposes of this article:

- a. The standby period on a regularly scheduled Working Day or regularly scheduled shift begins at the conclusion of the regularly scheduled shift and continues until 8 a.m. of the following Day.**
- b. The Standby period on a regularly scheduled Day of rest or recognized holiday begins at 8 a.m. and continues until 8 a.m. the following Day.**

21.05 Standby on a regular Working Day means availability on-call outside of normal hours of work. On each scheduled Day of rest and recognized Holiday, standby means availability on-call for the full twenty-four (24)

hour period. An employee on standby may leave their home for personal reasons, provided they make arrangements to be reached and to be available for duty.

- 21.06 An employee who is scheduled by the Company to standby for more than one hundred (100) Days in a calendar year shall be paid 1.5 times the applicable rate set out in clause 21.01 for every Day they are scheduled to standby after the one hundredth (100th) Day.
- 21.07 An employee who is scheduled by the Company to standby for more than one hundred and thirty (130) Days in a calendar year shall be paid 2.0 times the applicable rate set out in Clause 21.01 for every Day they are scheduled to standby after the one hundred and thirty (130th) Day.
- 21.08 When there are changes to the annual standby schedule, the Company will engage employees on how to cover the vacancies/changes in the schedule.

ARTICLE 22.00 BEREAVEMENT

- 22.01 In the case of a death in the immediate family, an Employee shall be **entitled to** time off with pay up to five (5) Working Days. Immediate family may include the following:

- Spouse or common-law partner of the employee
- **Sibling or sibling-in-law** of employee or spouse
- Grandparents of employee or spouse
- Parents, foster parent, ward or guardian of employee or spouse
- The other parent of the employee's child, not residing in the same household
- Step-relatives of the same relationships listed
- Children or legal dependents of employee or spouse
- Grandchildren of employee or spouse
- Aunt, uncle, niece or nephew of employee or spouse
- Dependent relatives living in the employee's household

Other individuals with a close personal relationship to the employee may be considered as an employee's immediate family at ATCO's discretion.

This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.

ARTICLE 23.00 TERMINATION OF SERVICE

- 23.01 The Company shall provide, to the Association, adequate notice of a termination in order to arrange for representation. The Company shall advise the employee of their right to representation prior to the commencement of the meeting and shall provide the employee with Written notice upon termination. A copy of this notice will be provided to the Association.
- 23.02 In the event of a Permanent Employee giving notice of termination to the Company, such termination shall require notice of ten (10) Working Days.
- 23.03 An employee may be discharged for just cause without notice or pay in lieu therefore, subject to Article 7.00 (Grievance Procedure).

ARTICLE 24.00 MATERNITY AND PARENTAL LEAVE

- 24.01 An employee who has completed twelve (12) months of continuous employment with the Company is entitled to maternity and parental leave in accordance with the provisions of the Yukon *Employment Standards Act*.
- 24.02 Employees who choose not to take parental leave are entitled to a day off, with pay, when their child is born or adopted.

ARTICLE 25.00 CALCULATION OF PREMIUM RATES

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

ARTICLE 26.00 REDUCTION OF STAFF

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

- (a) Before there is a reduction in staff by way of layoff or termination(s) of Permanent or Permanent Part-time Employee(s), the Company will notify the Association and arrange a meeting to discuss the reduction in staff and the procedure to be used. The Company representatives at the meeting will include the Manager and the management of the department in which the layoff or termination is to occur.
- (b) In the event a reduction in staff is required as a result of re-organization, automation, equipment changes or changes in methods of operation, the Company will attempt to provide alternate employment opportunities in the Company, within the Yukon. The Company and the Association will work together to attempt to achieve the alternate job placement.
- (c) The Company will consider retraining or development as an alternative to reduction of staff, when a vacancy exists and the employee demonstrates the ability and aptitude to meet the new Job requirements.
- (d) In the event of a reduction in staff the factors which shall be considered are: related ability, education, performance, related skill areas and length of service. These factors are not listed in order of priority.
- (e) In the event of the Company terminating the employment of a Permanent or Permanent Part-time Employee, other than for just cause, severance pay in lieu of notice will be paid. The amount will not be less than the total achieved by adding the entitlements under paragraphs (i) and (ii) of this section:
- (f)
 - (i) An amount for length of service, calculated as follows:
 - a. Where an employee has less than five (5) years of continuous service with the Company – 2.2 weeks of regular pay for each year of service.
 - b. Where an employee has more than five (5) years but less than ten (10) years of continuous service with the Company – 2.4 weeks of regular pay for each year of service.

- c. Where an employee has more than ten (10) years but less than fifteen (15) years of continuous service with the Company – 2.6 weeks of regular pay for each year of service.
 - d. Where an employee has more than fifteen (15) years but less than twenty (20) years of continuous service with the Company – 2.8 weeks of regular pay for each year of service.
 - e. Where an employee has more than twenty (20) years of continuous service with the Company – 3 weeks of regular pay for each year of service.
- (ii) An amount in consideration of an employee's age, calculated as follows:
- a. Where an employee is between fifty (50) and fifty-four (54) years of age at the time of termination – four (4) weeks of regular pay:
or
 - b. Where an employee is fifty-five (55) years of age or older at the time of termination – six (6) weeks of regular pay.

26.02

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

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

Company within twenty-one (21) Days of the date of receipt of the Company correspondence.

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

ARTICLE 27.00 CONTRACT ARBITRATION

- 27.01 When negotiations towards a new collective agreement reach an impasse, either party may give Written notice to the other that an interest arbitration board shall be appointed to settle the unresolved issues.
- 27.02 Within fifteen (15) days of either party giving Written notice to the other under clause 27.01, the parties will notify the Minister responsible for the *Canada Labour Code* of their agreement to appoint an interest arbitration board and each party will provide Written notice to the other party and the Minister of the name of its nominee.
- 27.03 Within seven (7) days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that they appoint the chair.
- 27.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 27.05 If the arbitration board is unable to effect a settlement, then, within twenty (20) Days of hearing the evidence, or any longer period that may be agreed to by the parties or fixed by the Minister, the arbitration board shall issue its award in Writing. The award is final and binding upon the parties and upon any employee affected by it.
- 27.06 In its award, the Arbitration Board:
 - (a) Shall resolve the unresolved issues and requests by either incorporating them, with or without amendment, or refusing to incorporate them, and

- (b) Shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.

27.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

ARTICLE 28.00 DISCIPLINE

28.01 The parties agree that all discipline is significant and can have serious consequences. They further acknowledge that discipline may take different forms. The Company will obtain relevant facts before initiating disciplinary action.

28.02 The Company recognizes the right of any bargaining unit member to be represented by the Association at any stage of this process.

28.03 The Company will not take serious disciplinary action, such as suspension without pay or termination, until an investigation of the alleged incident has been held and the employee's responsibility is established.

- (a) The investigation will gather and document relevant facts about the incident and will provide an opportunity for the employee involved to explain their actions.

- (b) The employee involved will be informed that an investigation is being undertaken, unless the Company reasonably believes that informing the employee would negatively affect the investigation.

- (c) At the conclusion of the investigation, the Company will inform the employee and the Association in Writing of the results of the investigation and the action the Company is taking.

28.04 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.

28.05 An employee covered by this collective agreement will not administer disciplinary action against another employee covered by this collective agreement. Formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the leadership responsibilities of training, coaching and mentoring associated with being in a lead role. An employee in a lead role will provide employees with performance

feedback that may include discussion of areas for improvement as well as consequences if corrective action is not taken.

ARTICLE 29.00 NORTHERN ALLOWANCE

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

Effective Date		Monthly Payment	Percentage Rate
2026	January 1	\$680	5.2%
2027	January 1	\$680	5.2%

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

$$\begin{aligned} & \text{Monthly Payment} \\ & \times \text{Regular hours to be worked per month} \\ & = \text{Total regular hours per month for the Job classification} \\ & + \text{Percentage Rate} \\ & = \text{Total Payment} \end{aligned}$$

29.03 Temporary Employees who have been continuously employed on a special project for more than five (5) months, or scheduled to a term project of more than five (5) months shall be entitled to fifty percent (50%) of the **Monthly Payment in 29.01** for the total time worked.

29.04 Seasonal Employees, upon commencing employment, shall receive fifty percent (50%) of the **Monthly Payment in 29.01** plus **half of the percentage rate** for the total time worked.

ARTICLE 30.00 LOCATION ALLOWANCE

30.01 Location allowance, specified in this article, shall be paid to an employee per bi-weekly pay period, calculated on their basic salary, in addition to the provisions of Article 29.00 (Northern Allowance).

(a) A Permanent Employee or Term Employee who is stationed in the following areas shall receive a location allowance as specified below:

- (i) Haines Junction - \$3,000 annually
- (ii) Watson Lake - \$4,000 annually
- (iii) Beaver Creek - \$3,000 annually

30.02 Permanent Part-time Employees who are stationed in the locations noted in clause 30.01 (a) shall receive a prorated location allowance, on the basis of total hours to be worked in each bi-weekly pay period.

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

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

ARTICLE 31.00 VACATION TRAVEL EXPENSES

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

31.02 A Permanent, Term or Permanent Part-time Employee is entitled to reimbursement for travel expenses once per calendar year. The travel expenses will be prorated in the first year of employment based on the employee's date of hire with the Company.

31.03 The Company shall pay a Permanent or Term Employee, the employee's Spouse, and dependent children over the age of two, nine hundred dollars (\$900) each to cover vacation travel expenses.

31.04 A Permanent, Term or Permanent Part-time Employee's eligibility for an entitlement to travel expenses shall not be cumulative.

31.05 Where for any reason a Permanent, Term or Permanent Part-time Employee terminates employment with the Company prior to the end of

the calendar year, the employee will be eligible for a prorated amount of travel expenses based on the date of termination. Payments in excess of the prorated amount shall be repayable to the Company by way of a deduction from the final pay cheque of such employee.

- 31.06 The Permanent, Term or Permanent Part-time Employee will be responsible for retaining receipts for income tax purposes.
- 31.07 Clauses 31.03 shall apply to Permanent Part-time Employees, their Spouses, and Dependents on a prorated basis of the total regular hours to be worked in the year divided by the total regular hours for the Job classification.
- 31.08 An employee who has been absent from work for one or more of the following reasons earns pro-rated vacation travel expenses as follows:
- (a) Short Term Disability – the employee continues to earn vacation travel expenses.
 - (b) Leave due to Work Related Injury – the employee continues to earn vacation travel expenses during the YWCHSB coverage period to a maximum of seventeen (17) weeks.
 - (c) Leave with Pay – the employee continues to earn vacation travel expenses.
 - (d) Maternity Leave – the employee continues to earn vacation travel expenses during the disability portion of the leave, no vacation travel expenses are earned while on the remainder of the leave.
 - (e) Long Term Disability – an employee whose status changes to long term disability will cease to earn vacation travel expenses.
 - (f) Parental Leave – the employee does not earn vacation travel expenses while on parental leave.
 - (g) Leave without Pay – the employee does not earn vacation travel expenses while on leave without pay.

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

- 32.01 The parties agree to establish a standing Employee Relations Council (the "Council").

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

ARTICLE 33.00 JOB-SHARING

- 33.01 Two Permanent Employees may apply to the Company for permission to jointly fill one permanent Job.
- 33.02 The Company is not obliged to agree to such a request.
- 33.03 If the Company agrees to such a request, the two employees, their manager and the Company shall sign a Job-sharing agreement.
- 33.04 The Job-sharing agreement shall set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving certain amount of notice.
- 33.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the Company withdraws its consent.
- 33.06 Nothing in a Job-sharing agreement may contradict this Agreement.

- 33.07 If either of the employees involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 33.08 The status of a full time Permanent Employee once entering into a Job-sharing agreement, will change to that of a Permanent Part-time Employee.
- 33.09 The company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.
- 33.10 Employees involved in a Job-sharing agreement will be paid at the overtime rate when the combined hours worked exceed eight (8) hours per Day or forty (40) hours per week.

ARTICLE 34.00 LEFT BLANK INTENTIONALLY

ARTICLE 35.00 CONTRACT LABOUR

- 35.01 The parties agree to meet **quarterly** to review the current and future use of contractors, discuss upcoming work and explore ways to use Association members to perform work required by the Company.
- 35.02 The Company agrees to advise the Association at the beginning of each year of the proposed capital and operational and maintenance plans and to review the status of these plans with the Association at the end of each year.

ARTICLE 36.00 WAIVER OF SPECIFIC CLAUSES

- 36.01 The Company, or the Association, may, from time to time, ask each other to waive one or more provisions of the Collective Agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.
- 36.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.

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

ARTICLE 37.00 EXTENSIVE OVERNIGHT AND WEEKEND ABSENCES

37.01

- (a) **After reaching twenty (20) overnight absences per calendar year, the employee will be credited with one (1) hour of vacation and for each night of absence thereafter, up to a maximum of one hundred (100) vacation hours per calendar year.**
- (b) Overnight absences related to classroom instruction for apprenticeship training programs do not count towards the entitlement in Clause 37.01.
- (c) Vacation hours earned under Article 37.00 will be added to the employee's vacation entitlement for the following calendar year.
- (d) **The employee has the option to receive pay in lieu of additional vacation earned under this article.**

37.02

- (a) An employee who is required to spend overnight weekend absences on a Friday, Saturday, or Sunday working away from their Home Base in order to cover off for a vacant position, vacation, or an illness in Watson Lake, Haines Junction, or Beaver Creek, will qualify for additional pay as identified below:
 - (i) one (1) weekend (or part thereof) – twelve (12) hours of their normal pay
 - (ii) two (2) consecutive weekends (or parts thereof) – twenty-four (24) hours of their normal pay
 - (iii) three (3) consecutive weekends (or parts thereof) - forty-eight (48) hours of their normal pay
 - (iv) if coverage falls on a statutory holiday, an additional twelve (12) hours of their normal pay

- (b) It is understood that weekend assignment working away from Home Base will be rotated equally among qualified staff.
- (c) Overnight weekend absences in 37.02 (a) count toward the totals in 37.01 (a) above.

ARTICLE 38.00 COMPASSIONATE CARE LEAVE

38.01 An employee may apply for **leave**, without pay, to provide compassionate care to a gravely ill family member. An employee may be eligible for benefits as defined under Yukon *Employment Standards Act*.

- (a) The Company will not deny requests for compassionate care leave **that meet the criteria outlined in the Act**.
- (b) The Company agrees to provide the same or equivalent Job on the employee's return.

ARTICLE 39.00 PERSONAL DAYS

39.01

- (a) Term, Permanent, Permanent Part-time Employees and Temporary Employees covering a maternity/parental leave in Schedules 51, 52, 53, and 57 are eligible for five (5) Working Days of personal leave (Personal Days) with pay in each calendar year.

Term, Permanent, Permanent Part-time Employees and Temporary Employees covering a maternity/parental leave in Schedules 54, 55, 56 and 58 are eligible for four (4) Working Days of personal leave (Personal Days) with pay in each calendar year.

- (b) This leave will be granted at the employee's request in all but exceptional or emergency work situations.
- (c) Permanent Employees are entitled to Personal Days on a pro-rated basis upon completion of probation. Proration is based upon the following tables:

Date of Hire		Schedules 54, 55, 56, & 58
From	To	
January 1	March 31	4 Days
April 1	June 30	3 Days
July 1	September 30	2 Days
October 1	December 31	1 Day
November 1	December 31	1 Day

Date of Hire		Schedules 51, 52, 53, & 57
From	To	
January 1	March 31	5 Days
April 1	June 30	4 Days
July 1	August 31	3 Days
September 1	October 31	2 Days
November 1	December 31	1 Day

- (d) Temporary Employees and Term Employees will have their Personal Days pro-rated based upon the length of the term they are working each calendar year.
- (e) Personal Days can be taken in half and full Day increments.

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

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

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



**Business Manager,
Canadian Energy Workers
Association**



**President, Chapter 107,
Canadian Energy Workers
Association**



**Vice President, Northern
Development & Indigenous
Relations**

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 51 General Office & Administration Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
510100	Receptionist	2,638.40 – 3,163.20 (32.98 – 39.54)	*88.00 1.10	2,717.60 – 3,258.40 (33.97 – 40.73)	*90.40 1.13
510200	Customer Service Advisor, Entry Level	2,859.20 – 3,396.00 (35.74 – 42.45)	*90.40 1.13	2,944.80 – 3,497.60 (36.81 – 43.72)	*92.80 1.16
511200	Financial Assistant, Entry Level	2,859.20 – 3,396.00 (35.74 – 42.45)	*90.40 1.13	2,944.80 – 3,497.60 (36.81 – 43.72)	*92.80 1.16
510300	Customer Service Advisor, Qualified	3,057.60 – 3,774.40 (38.22 – 47.18)	*90.40 1.13	3,149.60 – 3 888.00 (39.37 – 48.60)	*92.80 1.16
511300	Financial Assistant, Qualified	3,057.60 – 3,774.40 (38.22 – 47.18)	*90.40 1.13	3,149.60 – 3,888.00 (39.37 – 48.60)	*92.80 1.16
510400	Customer Service Advisor, Team Lead	3,412.80 – 4,126.40 (42.66 – 51.58)	180.80 2.26	3,515.20 – 4,250.40 (43.94 – 53.13)	186.40 2.33
511400	Financial Assistant, Senior Qualified	3,412.80 – 4,126.40 (42.66 – 51.58)	180.80 2.26	3,515.20 – 4,250.40 (43.94 – 53.13)	186.40 2.33

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 52 Draftsperson and Engineering Assistant Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
520000	Draftsperson, Entry Level	2,764.80 – 3,149.60 (34.56 – 39.37)	*129.60 1.62	2,848.00 – 3,244.00 (35.60 – 40.55)	*133.60 1.67
521000	Engineering Assistant, Entry Level	2,764.80 – 3,149.60 (34.56 – 39.37)	*129.60 1.62	2,848.00 – 3,244.00 (35.60 – 40.55)	*133.60 1.67
520100	Draftsperson I	2,932.00 – 3,768.00 (36.65 – 47.10)	*166.40 2.08	3,020.00 – 3,880.80 (37.75 – 48.51)	*171.20 2.14
521100	Engineering Assistant I	2,932.00 – 3,768.00 (36.65 – 47.10)	*166.40 2.08	3,020.00 – 3,880.80 (37.75 – 48.51)	*171.20 2.14
520500	Draftsperson II	3,933.60 – 4,642.40 (49.17 – 58.03)	*178.40 2.23	4,052.00 – 4,781.60 (50.65 – 59.77)	*184.00 2.30
521300	Engineering Assistant II	3,933.60 – 4,642.40 (49.17 – 58.03)	*178.40 2.23	4,052.00 – 4,781.60 (50.65 – 59.77)	*184.00 2.30
520900	Draftsperson III	4,452.00 – 5,303.20 (55.65 – 66.29)	213.60 2.67	4,585.60 – 5,462.40 (57.32 – 68.28)	220.00 2.75
521500	Engineering Assistant III	4,452.00 – 5,303.20 (55.65 – 66.29)	213.60 2.67	4,585.60 – 5,462.40 (57.32 – 68.28)	220.00 2.75

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 53 Operations and Maintenance Support Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0.0%	Increment
530400	Capital and Construction Assistant	3,057.60 – 3,774.40 (38.22 – 47.18)	*90.40 1.13	3,149.60 – 3,888.00 (39.37 – 48.60)	*92.80 1.16
530500	Operations Support	3,057.60 – 3,774.40 (38.22 – 47.18)	*90.40 1.13	3,149.60 – 3,888.00 (39.37 – 48.60)	*92.80 1.16
530600	Administrative Assistant	3,057.60 – 3,774.40 (38.22 – 47.18)	*90.40 1.13	3,149.60 – 3,888.00 (39.37 – 48.60)	*92.80 1.16
535200	Field, Health & Safety, Entry	2,816.00 – 4,136.00 (35.20 – 51.70)	262.40 3.28	2,900.80 – 4,260.00 (36.26 – 53.25)	270.40 3.38
535201	Field, Health & Safety, Qualified	4,136.00 – 5,569.60 (51.70 – 69.62)	238.40 2.98	4,260.00 – 5,736.80 (53.25 – 71.71)	245.60 3.07

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 54 Apprentice Jobs
Minimum Bi-Weekly Wage Range**

		Apprentice Power Line Technician Job Class Code(s)							
		543101 1-1	543102 1-2	543103 2-1	543104 2-2	543105 3-1	543106 3-2	543107 4-1	543108 4-2
Training Term/ Wage Range	Jan. 1, 2026 4.0%	2,999.20 37.49	3,248.80 40.61	3,496.80 43.71	3,747.20 46.84	3,995.20 49.94	4,244.80 53.06	4,498.40 56.23	4,747.20 59.34
	Jan. 1, 2027 3.0%	3,088.80 38.61	3,346.40 41.83	3,601.60 45.02	3,860.00 48.25	4,115.20 51.44	4,372.00 54.65	4,633.60 57.92	4,889.60 61.12

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 55 Line and Service Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
556110	Power Line Technician	5,062.40 – 5,636.00 (63.28 – 70.45)	*285.60 3.57	5,214.40 – 5,804.80 (65.18 – 72.56)	*294.40 3.68
558110	Power Line Technician, Team Lead	5,636.00 – 6,332.80 (70.45 – 79.16)	232.80 2.91	5,804.80 – 6,522.40 (72.56 – 81.53)	240.00 3.00
558200	Construction Lead	5,636.00 – 6,332.80 (70.45 – 79.16)	232.80 2.91	5,804.80 – 6,522.40 (72.56 – 81.53)	240.00 3.00

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 56 Plant Maintenance Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
566100	Plant Maintenance Technician I	2,219.20 – 3,622.40 (27.74 – 45.28)	*281.60 3.52	2,285.60 – 3,731.20 (28.57 – 46.64)	*290.40 3.63
566300	Plant Maintenance Technician II	3,636.00 – 4,477.60 (45.45 – 55.97)	*281.60 3.52	3,744.80 – 4,612.00 (46.81 – 57.65)	*290.40 3.63
566500	Plant Maintenance Technician III	4,495.20 – 5,377.60 (56.19 – 67.22)	*294.40 3.68	4,630.40 – 5,539.20 (57.88 – 69.24)	*303.20 3.79
566700	Lead Plant Maintenance Technician	5,377.60 – 5,848.80 (67.22 – 73.11)	156.80 1.96	5,539.20 – 6,024.00 (69.24 – 75.30)	161.60 2.02

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

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**SCHEDULE 57 General Operations Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%			Jan. 1, 2027 3.0%		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
570000	Labourer	\$25.82	\$28.33	\$30.84	\$26.59	\$29.18	\$31.77

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 57 General Operations Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
570100	Warehouse Technician	2,534.40 – 3,485.60 (31.68 – 43.57)	*136.80 1.71	2,610.40 – 3,590.40 (32.63 – 44.88)	*140.80 1.76
570300	Senior Warehouse Technician	3,344.80 – 3,889.60 (41.81 – 48.62)	*136.80 1.71	3,444.80 – 4,006.40 (43.06 – 50.08)	*140.80 1.76
570500	Stockkeeper	3,889.60 – 4,428.00 (48.62 – 55.35)	180.80 2.26	4,006.40 – 4,560.80 (50.08 – 57.01)	186.40 2.33
572100	Meter Reader	2,358.40 – 3,466.40 (29.48 – 43.33)	*157.60 1.97	2,428.80 – 3,570.40 (30.36 – 44.63)	*162.40 2.03
572300	Field Services Representative	2,665.60 – 3,915.20 (33.32 – 48.94)	*180.00 2.25	2,745.60 – 4,032.80 (34.32 – 50.41)	*185.60 2.32
573000	Equipment Operator, Entry Level	2,620.80 – 3,640.00 (32.76 – 45.50)	*169.60 2.12	2,699.20 – 3,749.60 (33.74 – 46.87)	*174.40 2.18
573100	Equipment Operator	3,640.00 – 4,576.00 (45.50 – 57.20)	*154.40 1.93	3,749.60 – 4,713.60 (46.87 – 58.92)	*159.20 1.99
576500	Field Checker	4,495.20 – 5,377.60 (56.19 – 67.22)	294.40 3.68	4,630.40 – 5,539.20 (57.88 – 69.24)	303.20 3.79

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

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

**SCHEDULE 58 Technical Jobs
Minimum Bi-Weekly Wage Range**

Number	Job Title	Jan. 1, 2026 4.0%	Increment	Jan. 1, 2027 3.0%	Increment
585100	Technologist Assistant	2,969.60 – 4,366.40 (37.12 – 54.58)	*278.40 3.48	3,058.40 – 4,497.60 (38.23 – 56.22)	*286.40 3.58
585300	Technologist I	4,088.80 – 5,764.00 (51.11 – 72.05)	*280.00 3.50	4,211.20 – 5,936.80 (52.64 – 74.21)	*288.80 3.61
585500	Technologist II	5,340.00 – 6,054.40 (66.75 – 75.68)	238.40 2.98	5,500.00 – 6,236.00 (68.75 – 77.95)	245.60 3.07
585800	Technologist, Team Lead	5,848.80 – 6,449.60 (73.11 – 80.62)	200.00 2.50	6,024.00 – 6,643.20 (75.30 – 83.04)	206.40 2.58
586100	Diesel/Turbine Operator, Entry Level	2,382.40 – 3,756.00 (29.78 – 46.95)	*229.60 2.87	2,453.60 – 3,868.80 (30.67 – 48.36)	*236.80 2.96
586300	Diesel/Turbine Operator I	3,539.20 – 4,685.60 (44.24 – 58.57)	*229.60 2.87	3,645.60 – 4,826.40 (45.57 – 60.33)	*236.80 2.96
586700	Diesel/Turbine Operator II	3,772.00 – 5,147.20 (47.15 – 64.34)	*229.60 2.87	3,884.80 – 5,301.60 (48.56 – 66.27)	*236.80 2.96

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

2) Job title Technologists in Job Class Numbers 585100, 585300, and 585500 shall include all recognized technologies (e.g. civil, engineering, chemical and communication).

THE YUKON ELECTRICAL COMPANY LIMITED dba ATCO Electric Yukon

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

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

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

3. After a new employee successfully completes the probationary period, the employee will receive one increment. Increments will be determined by the supervisor and/or manager subject to clause #2 of these notes.
4. When promotion occurs, the employee concerned shall be placed in that position within the new range which reflects an increase in wage which shall be no less than one (1) increment in the range from which they were promoted.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTER OF AGREEMENT

RE: RECIPROCITY

The parties discussed and reached agreement on the application of Clause 15.01 of the collective agreement. This Letter of Agreement summarizes the parties' interpretation of the clause and will be attached as an addendum to the collective agreement between the parties.

Clause 15.01 specifies that "first consideration" on applications for a Job Posting will be given to members of the bargaining unit. It is agreed that, for the purposes of this Letter of Agreement, the bargaining unit referred to in Clause 15.01 is composed of the four bargaining units (composite bargaining unit) who represent the employees of ATCO Electric, Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, and CU Inc. These four bargaining units will be treated as one unit with respect to this article. For all Job Postings, the Company will therefore hire through the Job Posting procedures of the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, the Company has the right to hire externally.

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

- (a) No employee of CU Inc, Northland Utilities (NWT) Limited, or ATCO Electric will have a right to grievance under the Yukon Electrical Company Limited - Canadian Energy Workers Association Collective Agreement;
- (b) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to CU Inc, Northland Utilities (NWT) Limited, or ATCO Electric. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.
- (c) This Letter of Agreement will be terminated 60 Days after written notice is given by Canadian Energy Workers Association Chapter 107 or Yukon Electrical Company Limited.

LETTER OF AGREEMENT

RE: WHITEHORSE IN-TOWN POWER LINE TECHNICIAN ON STANDBY

In recognition of the additional standby responsibilities for the Whitehorse in-town Power Line Technician who is responsible for taking all calls for the Whitehorse service area and dispatching those calls to the local out-of-town Power Line Technician on standby, the parties agree that the Whitehorse in-town Power Line Technician will be paid an additional hour of regular pay for each day that they perform the standby and dispatching duties as follows:

1. The pay outlined in this Letter of Agreement is compensation for the responsibility of dispatching and will only apply to the Whitehorse in-town Power Line Technician who is on standby and responsible for dispatching.
2. Only one Whitehorse in-town Power Line Technician on standby at a time will be eligible to receive the pay outlined in this Letter of Agreement on any given day.
3. Where the employee receives a call and can accomplish the work by telephone without leaving their residence, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15-minute period.
4. Application of this Letter of Agreement will be monitored on a regular basis to determine its effectiveness in light of changing business needs.
5. Either party may terminate this Letter of Agreement with sixty (60) Days Written notice.

LETTER OF AGREEMENT

RE: COMMITMENT TO HEALTH, SAFETY, WELLNESS AND THE ENVIRONMENT

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

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

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

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

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

LETTER OF AGREEMENT

RE: COMMITMENT TO PRIVACY

The Association and the Company are committed to upholding and following the requirements outlined in the *Personal Information Protection and Electronic Documents Act*. It is recognized by both parties that privacy in the workplace is a complex and evolving issue.

The parties agree to meet quarterly, or as required to discuss privacy concerns and any changes to legislation, policy or practice within the company.

LETTER OF AGREEMENT

RE: WELL-BEING TIME

Well-Being Time, administered in an eight (8)-hour allotment based on the employee's normal Working Day, will be provided annually to employees to recognize and promote well-being. An employee may take their time in one allotment or increments as small as a one-hour period. Supervisory approval is required and will not be unreasonably denied.

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

LETTER OF AGREEMENT

RE: OVERPAYMENTS

The Company and the Association are committed to working with employees to address any overpayments and agree to support arrangements for repayments in a timely matter.

LETTER OF AGREEMENT

RE: POWERLINE TECHNICIAN (PLT) APPRENTICESHIP PROGRAM

Introduction

The purpose of this LOU is to outline the administration of the PLT apprenticeship program.

Recruitment into the PLT Apprenticeship Program

1. The Company will recruit into PLT Apprentice positions as per Article 15.00 Job Postings and Job Progression. Relocation assistance, if available, for each position will be included in the posting.
2. The Company will incorporate ATCO's Powerline Technician Aptitude Test and Vestibule Training as an assessment tool in the recruitment process.

Terms and Conditions of Employment

3. A PLT Apprentice will be a Permanent Employee after completing the probationary period required by Article 3.05.

Transitioning from PLT Apprentice to fully-qualified PLT

4. At the conclusion of the fourth year PLT Apprenticeship, the Company will appoint the Apprentices to permanent PLT positions in their current Home Base provided there are enough PLT positions.
5. If there are more PLT Apprentices progressing to PLTs at the Home Base than there are available PLT positions at the Home Base, then the Company will appoint eligible PLT Apprentices into the existing PLT positions by:
 - a. calculating the averages for each eligible PLT Apprentice from all examinations (three (3) ATCO exams, three (3) Provincial exams, and one (1) inter-provincial exam) taken over the four (4) years of Apprenticeship, and
 - b. then appoint the PLT Apprentice with the highest average first, then appoint the PLT Apprentice with next highest average second, and so on, until all of the existing PLT positions have been filled.

6. Prior to selecting any PLT Apprentices under paragraph 5 above, the Company will advise the Union how many permanent PLT positions are available for placement at the applicable Home Base.

7. For any PLT Apprentice who is not appointed by the Company to an existing PLT position at their Home Base under paragraph 5 above, they will progress to a permanent PLT position in the following manner:

- a. they will remain at their existing Home Base until they obtain to a new Home Base under paragraph 7 (b) or 8 (which Home Base may be the existing Home Base depending on the posting under para. 7(b) or the assignment under paragraph 8)", and**
- b. the Company will then post over the following twelve (12) months for PLT positions in a number at least equal to the number of unappointed PLT Apprentices (now PLTs), and the (former) PLT Apprentice can apply on those positions. The posted positions will be open to all members of the bargaining unit. Any relocation provisions, if any, will apply equally to any successful candidate who applies on the posting.**

8. If any (former) Apprentice PLT has not been the successful candidate on a PLT posting after the twelve (12) month period, then the Company will appoint the (former) Apprentice PLT to a PLT position. The Apprentice PLT will have thirty (30) days to accept the proposed appointment. The Company will guarantee to provide relocation assistance under its Relocation Standard if the Apprentice PLT accepts the appointment and is relocating to a different Home Base.

Review and Termination

9. It is acknowledged that a review of this Agreement every two (2) years is recommended. The Association and the Company agree to meet to review the Apprenticeship Program at either parties' request.

10. Either party can serve notice to terminate this LOA at the end of the term of the current collective agreement as part of their Notice to commence collective bargaining.