

COLLECTIVE AGREEMENT
BETWEEN
YUKON COLLEGE BOARD OF GOVERNORS
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

Term of Agreement
July 1, 1998 to June 30, 2000

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GENERAL/INTRODUCTION

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the occupational health and safety of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of educational services provided by the College, promote well-being, and to increase the productivity of the employees. Accordingly, the parties are determined to establish within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2 - APPLICATION

- 2.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

- 3.01 (a) "Alliance" means the Public Service Alliance of Canada;
- (b) "Allowance" means compensation payable to an employee for the performance of special or additional duties;
- (c) "Continuous Service" excludes periods of leave without pay in excess of one month, except maternity, parental and adoption leave.
- (d) (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave of absence;
- (ii) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the employee completed their last regular shift; and
- (iii) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift;
- (e) "Employee" means a member of the Bargaining Unit.

- (f) "Part-time employee" means an employee who is required to work fewer hours per week on a continuous basis than those specified in Article 25 as appropriate for their particular occupation;
- (g) "Full-time employee" means an employee who is required to work those hours specified in Article 25 as appropriate for their particular occupation;
- (h) "Employer" means the Yukon College Board of Governors or the President;
- (i) "Employer Complaints" means a matter referred to arbitration by the employer arising from a dispute pertaining to or dealing with the Collective Agreement or the employment relationship. The arbitrator shall be selected from the list of arbitrators in the Collective Agreement. The arbitrator selected shall hear and determine the matter as though it were a grievance under clauses 12.18 through 12.22 of the Collective Agreement.
- (j) "Fiscal year" means the period of time from July 1st in one year to June 30th, in the following year;
- (k) "Grievance" means a complaint in writing that an employee, group of employees, or the Alliance submits to management to be processed through the grievance procedure;
- (l) "Headquarters" and "Headquarters area" have the same meaning as given to the expressions in the Travel Regulations;
- (m) "Holiday" means
 - (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day **designated as a paid holiday in this Agreement;**
 - (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (n) "Leave of Absence" means permission to be absent from duty;
- (o) "Market supplement" is an additional constant dollar amount which may be added from time to time to the base pay rate of an occupational field. Market supplement is considered part of pay for purposes of overtime, pension plan and other wage related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification;
- (p) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only;
- (q) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy;
- (r) "Merit" means the knowledge, abilities and suitability of a person in relation to the requirements for a position;

- (s) (i) (a) "Overtime" means work performed by a full-time employee with the prior approval by the Employer in excess of their regularly scheduled hours of work but excludes time worked on a designated paid holiday; and
 - (b) "Overtime" means ~~work~~ performed by a part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification.
- (ii) "Straighttime rate" means the hourly rate of remuneration;
- (iii) "Time and one-half" (**1½T**) means one and one-half times the straight time rate;
- (iv) "Double time" (**2T**) means twice the straight time rate.
- (t) "Rates of Pay"
 - (i) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176;
 - (ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by **26.088**;
 - (iii) "Daily Rate of Pay" means:
 - (a) In the case of an employee who is paid an annual salary, their bi-weekly rate of pay divided by 10; and
 - (b) In the case of an employee who is paid by the hour, their hourly rate of pay times their normal number of hours worked per day.
- (u) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management;
- (v) "Shifts" shall be identified as follows:
 - (i) "graveyard" — that shift, the majority of which falls within the first third of the **24:00** hour clock;
 - (ii) "day" — that shift, the majority of which falls within the second third of the **24:00** hour clock;
 - (iii) "evening" — that shift, the majority of which falls within the last third of the **24:00** hour clock.
- (w) "Spouse" means a lawful husband or wife; a common-law spouse relationship, including same-sex spousal relationship, is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse.
- (x) "Union" means Yukon College Employees' Union.

- (y) "Faculty" means full-time, part-time and term employees including instructors, counsellors, librarians, lab assistants, faculty advisors and coordinators whose duties include providing instruction and counselling to students.
- (z) "Non-Faculty" means any employee who does not fit the definition of "Faculty".
- (aa) "Casual Employee" means a person performing duties where the expected duration is less than 4 continuous months or less than 560 hours in a fiscal year. Casual employees are not members of the bargaining unit. In exceptional circumstances and with the consent of the Union, where a person has been hired in an instructional capacity and the duties exceed the above expected limits, but will not exceed six (6) six continuous months or 840 hours in a fiscal year, a casual employee may be extended beyond the original parameters. In this case, the casual employee shall receive salary as a term employee after the duration of work exceeds four (4) consecutive months or 560 hours. **The parties agree to meet within two months of agreement ratification to establish a transition process to change "fiscal" year to "calendar" year.**
- (bb) "Term Employee" means a person employed on a full-time basis or a part-time basis where one or more of the following conditions apply:
- (i) the person is backfilling for another person who is temporarily unable to perform the duties for whatever reason;
 - (ii) the function is financially supported by a funder who has established a date on which the program funding will cease;
 - (iii) the function is new and is being set up on a trial basis;
 - (iv) the position has been created to respond to an unanticipated volume of student registrations or client demand, which is not suspected to be sustained;
 - (v) the work pertains to a specific project which is not of an ongoing nature;
 - (vi) it is foreseen that the work will end on a known date in the future.

Prior to extending an employee beyond twenty-four (24) months the Employer and the Union shall determine by mutual agreement if the position shall be extended or made permanent.

All term employees occupying positions for a period of twenty-four (24) months or greater on the date of signing of this Collective Agreement shall have their positions reviewed by the Employer and the Union to determine by mutual agreement if these positions shall be made permanent or kept as term.

Term employees will be entitled to the terms and conditions of this agreement with the exception of Article 7.

- (cc) "Students" - The parties recognize the benefits of employing student employees, co-op students and work experience students. Students are classified as casual employees, except when working back-to-back co-op work terms or as term employees. Students will not be employed where it results in the layoff of a member of the bargaining unit.

3.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in that Code.

ARTICLE 4 - STATE SECURITY AND LEGISLATION

- 4.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.
- 4.02** In the event that any law passed by Parliament or by the Government of the Yukon applying to employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the parties agree at the request of either side, to discuss the impact of such an annulment and what changes, if any, can be made to the agreement.

JOB SECURITY AND LAYOFF

ARTICLE 5 - JOB SECURITY

- 5.01 (a) During the life of this agreement, the employer will make every reasonable effort to provide continued employment for full-time and part-time employees, excluding term employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities to the affected employees at equivalent levels within the same geographic region. The employer will provide retraining as an alternative to layoff when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (b) The employer further agrees that during the life of this agreement full-time and part-time employees, excluding term employees, will not be laid off or have their hours reduced as a result of the employer contracting out work.

ARTICLE 6 - NOTICE OF LAY-OFF

- 6.01 When a position is eliminated or the hours of work are reduced by more than 33%, the employer will provide the affected employee(s) with notice of lay-off. The employee shall be given three months notice in writing of the effective date of lay-off or three (3) months salary and benefits in lieu of such notice. The option of providing three (3) months notice or payment in lieu of such notice shall be decided by the employer.

ARTICLE 7 - LAY-OFF, SENIORITY AND RECALL

- 7.01 For the purpose of this Article, layoff means the termination or reduction of more than 33% of working hours per week of an employee's employment as a consequence of curriculum change, insufficient enrollment, reductions or reorganization of workload, discontinuation of a service or services, elimination of a program or programs, inadequate funding or as a result of being bumped.
- 7.02 Seniority
- (a) When a need to do a layoff is identified, if the ability, qualifications and experience are relatively equal, the employee with the least seniority will be designated for layoff.
- (b) A full-time or part-time employee who has been given layoff notice or who has been bumped by another employee has the right to exercise seniority and is entitled to provisions of this article.
- (c) Seniority for a bargaining unit member shall be the total number of continuous days of service (rounded to the nearest half day) an employee has been employed in any position at the College. Notwithstanding any other provision of this agreement, approved leaves of absence with or without pay shall not interrupt continuous service for the purpose of calculating seniority.
- (d) **An** employee's length of service shall be maintained while on the recall list.

7.03 Recall

- (a) Employees on the recall list shall be recalled, in accordance with their seniority, provided they have the necessary ability, qualifications and experience to do the available work.
- (b) An employee laid off will remain on the recall list for a period of 18 months commencing with the date of layoff.
- (c) An Employee recalled shall not be required to serve a new probationary period.
- (d) Where an employee refuses a recall to a comparable position, the local union will be notified. Where the same employee refuses a subsequent recall to a comparable position during the same recall period, the employee's recall rights will be terminated unless the parties mutually agree otherwise.

7.04 Alternatives to Layoff

- (a) A Review Committee consisting of the appropriate Director/Dean (or designate), a Union Representative and the Human Resource Service Manager will meet with the affected employee(s) and review the merits of and consider the available alternatives. The Committee will review the current ability, qualifications and experience of an employee considered for employees affected by layoff to determine whether bumping or appointment to a vacant position is feasible. The Layoff Committee will recommend appropriate action to **the** President in instances of layoff.
- (b) An employee who has been given notice of layoff or who has been bumped, and who has the necessary ability, qualifications, experience and seniority, has the right to displace another employee at the same or the next lower classification and receive the appropriate classification rate of pay.
- (c) The decision to bump another employee must be made within ten (**10**) working days of the notice of layoff.
- (d) As an alternative to layoff the Employer will provide retraining to an employee where a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (e) As an alternative to layoff, the Employer will consider requests for "job sharing" where the employees directly concerned agree to participate; where the educational and/or support services are not diminished; and where there are no significant additional costs to the Employer.
- (f) **As** an alternative to layoff and where there is a reasonable expectation that the employee will benefit from a leave of absence and there is an expectation by the Employer that the employee will be recalled to work, then a request for a leave of absence will be considered. Where leave is granted then recall rights will commence upon expiration of the leave.
- (g) **As** an alternative to recall, bumping and other provisions of Article **7.03**, the employer may offer a sum of money in exchange for an employee's rights under this Article.

- (h) In circumstances where an employee's hours have been decreased, it is agreed that the employee shall have first claim on returning to full time:
 - (i) where there is a reinstatement of the former work or,
 - (ii) where similar duties can be assigned on an operationally feasible basis, where the educational and or support services are not diminished, and where there are no significant additional costs to the Employer. In the case of instruction, the affected instructor must possess the ability, qualifications and experience to teach the relevant subjects.
- (i) Employee Assistance Program and career counseling will be available for laid off employees for a period of up to 18 months after the effective date of layoff

ARTICLE 8 - TECHNOLOGICAL CHANGE

- 8.01 It is agreed that the technological change provisions of the Canada Labour Code, Part 1, apply to this collective agreement.
- 8.02 Technological Change is
 - (a) The introduction by the Employer, into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
 - (b) The change in the manner in which the Employer carries on the work, undertaking or business which is directly related to the introduction of that equipment or material.
- 8.03 (a) Where the Employer proposes to effect a technological change that is likely to affect the term and conditions or security of employment of a significant number of employees, the Employer shall give notice to the **Union** not less than six (6) months prior to the date on which the technological change is to be implemented.
- (b) When technological change pursuant to 8.03(a) requires additional knowledge and skill on the part of the employees, the Employees shall be given the appropriate training practical to qualify employees to retain their employment. A reasonable time will be afforded to the Employees in which to qualify. Any instruction or training shall be done at the employee's regular rate and during scheduled working hours.
- 8.04 The provisions of the Canada Labour Code regarding notice and negotiation will be applied in instances of technological change.

EMPLOYER RIGHTS AND RESPONSIBILITIES

ARTICLE 9 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

9.01 Subject to the provisions of this Collective Agreement, except where otherwise specified in the agreement, the Employer has the obligation and right to manage the business and educational affairs of the College.

The Employer's obligations include, but are not limited to

- (a) maintaining the efficiency and making, altering, and enforcing rules and regulations to be observed by employees;
- (b) directing, hiring, promoting, establishing probationary periods, demoting, transferring and laying off employees;
- (c) suspending, disciplining or dismissing employees for just cause; and
- (d) evaluating jobs, classifying positions, establishing qualification requirements of employees and specifying the employee's duties.

ARTICLE 10 - STATEMENT OF DUTIES

10.01 Within one month of receiving an employee's written request, the Employer shall provide the employee with a current statement containing the duties and responsibilities including factor • point rating assigned to the position he/she occupies.

ARTICLE 11 - DISCIPLINE

11.01 Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to

- (a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- (b) motivate that employee to observe required standards of conduct.

11.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee

- (a) there must have been an incident or act calling for a reaction;
- (b) there must be proof of the employee's involvement in the incident or commission of the act; and
- (c) the employee must be aware of the grounds for the action taken and be given an opportunity to present their version of the facts (with Union or other representation, if requested).

- .03 A report of an employee's misconduct shall be initiated without unreasonable delay, normally within three (3) working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days of returning to work.
- 11.04 All employees must be provided with written notice of discipline and discharge which must state
- (a) the reasons for the discipline or discharge;
 - (b) the effective date of the discipline or discharge; and
 - (c) what arrangements will be made regarding the financial entitlements as a result of the discipline or discharge.
- 11.05 Discipline and discharge shall only be for just cause.
- 11.06 A document or written statement specifically related to disciplinary action or performance which may have been placed on the personnel file of an employee, shall at the request of the employee, be destroyed after twenty-four months has elapsed since the disciplinary action was taken and provided that no further disciplinary action has been recorded during this period.
- 11.07 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

ARTICLE 12 - PROCESSING OF GRIEVANCES

- 12.01 If they so desire, an employee may be assisted and/or represented by the Alliance at the complaint level and/or when presenting a Grievance at any level.
- 12.02 An employee who wishes to present a Grievance at any prescribed level in the grievance procedure, shall transmit this Grievance to their immediate supervisor or local officer in charge who shall forthwith
- (d) forward the Grievance to the representative of the Employer authorized to deal with Grievances at the appropriate level; and
 - (d) provide the employee with a receipt stating the date on which the Grievance was received by him.
- 12.03 A Grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 12.04 An employee who feels that they have been treated unjustly or consider himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a Grievance in the manner prescribed in Clause 12.02, except that where there is another administrative procedure provided by or under any other Act to deal with their specific complaint, such procedure must be followed. A "policy grievance" which, due to its nature, is not properly the subject of an employee grievance, may be initiated by the Alliance.

12.05 Except as otherwise provided in this Agreement, a Grievance shall be processed by recourse the following steps:

First Level — Appropriate Staff with the Manager of Human Resource Services;

Second Level — Director of the Division or Appropriate Dean;

Final Level — President

12.06 The Union or the Alliance shall have the right to consult with the Employer with respect to a Grievance at each or any level of the grievance procedure, subject to Clause **12.01**.

12.07 An employee may present a Grievance to the First Level of the procedure, in the manner prescribed in Clause **12.02** no later than fifteen (15) working days after the date on which they are notified orally or in writing or on which they first become aware of the action or circumstances giving rise to the Grievance. (Before an employee submits their complaint as a Grievance, the employee is encouraged to discuss the complaint with the appropriate Dean, Excluded Director, or Excluded Manager in an attempt to resolve it.)

12.08 An employee may present a Grievance at each succeeding level in the grievance procedure beyond the First Level either

(b) where the decision or settlement is not satisfactory to them, within fifteen (15) working days after that decision or settlement has been conveyed in writing to them by the Employer; or

(b) where the Employer has not conveyed a decision to them, within fifteen (15) working days after they presented the Grievance at the previous level.

12.09 The Employer shall normally reply to an employee's Grievance at the first level of the grievance procedure within fifteen (15) working days after the Grievance is presented, and within twenty (20) working days where the Grievance is presented at the final level.

12.10 Where an employee has been represented by the Union or the Alliance in the presentation of their Grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

12.11 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the Grievance is a class of Grievance that may be referred to arbitration. Grievance with respect to the interpretation or application of the collective agreement can only be referred to arbitration with the consent of the bargaining agent.

12.12 Where the provisions of Clause 12.02 cannot be complied with and it is necessary to present a Grievance by mail, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present their Grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

12.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union or Alliance representative.

- 2.14 Where it appears that the nature of this Grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the employee, and, where applicable, the Alliance.
- 12.15 Except **as** provided in Clause 12.19, an employee may, by written notice to their immediate supervisor or officer in charge, abandon a Grievance.
- 12.16 Any employee who fails to present a Grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the Grievance unless, due to circumstances beyond their control, they were unable to comply with the prescribed time limits.
- 12.17 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their Grievance or refrain from exercising their right to present a Grievance, as provided in the Collective Agreement.
- 12.18 Where an employee has presented a Grievance up to and including the Final Level in the grievance procedure with respect to the interpretation or application of this Collective Agreement, and their Grievance has not been dealt with to their satisfaction, they may refer the Grievance to arbitration in accordance with the provisions of the Canada Labour Code.
- 12.19 (a) An employee must obtain the approval of the Alliance and be represented by the Alliance before a Grievance can be referred to arbitration with respect to the application or interpretation of the collective agreement.
- (b) A Grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Alliance.
- 12.20 **An employee, subject to Clause 12.19,** shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of their intention to appeal the decision to arbitration.
- 12.21 For the purpose of time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays and designated paid holidays.
- 12.22 There will be a list established by mutual agreement of persons to act as Arbitrators. The costs of the hearings are to be shared equally by the parties. A representative for the employer and a representative for the employees agree to work together to identify and select local arbitrators. Local arbitrators will be limited to appeals under Article 14.02, unless both parties agree to use the arbitrator for an unprecedented case.
- 12.23 **Suspension, Discharge or Community Transfer**
- Cases of alleged wrongful suspension, alleged wrongful discharge or an alleged unreasonable community transfer shall be governed under the *Policy, Guidelines, Regulations and Procedures Manual*, and the Grievance shall be processed **at** the Final Level of the grievance procedure.

ARTICLE 13 - TIME-OFF FOR GRIEVANCE PROCESS

13.01 Time off for Representatives

A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance or a complaint of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

13.02 Grievance Hearings

(a) Employee presenting a grievance

- (i) An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the grievance is heard during working hours, they shall be entitled to attend the hearing without loss of pay.
- (ii) Where an employee attends the hearing of their grievance outside their headquarters area, the Employer shall not be liable for any expenses related thereto.

(b) Employee who acts as Representative

- (i) Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay to the Representative when the meeting takes place during normal working hours.
- (ii) Where the meeting occurs outside the Representative's headquarters area, any expense incurred by the Representative arising out of their attendance at the meeting shall not be borne by the Employer.

13.03 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Alliance in relation to presentation of a grievance, and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee

- (a) the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area; and
- (b) the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

ARTICLE 14 - COMPETITION APPEAL AND STAFFING PROCESS PROCESS

14.01 Competition Process

Notice of all vacancies exceeding four (4) months in duration, shall be posted on designated College bulletin boards in each College centre and forwarded to any employee laid off within the previous eighteen (18) months, no later than the first date of an internal or external posting, whichever occurs first. A copy of such positions will be forwarded to the Union.

Posting of vacancies shall appear at least ten (10) College working days before the competition is closed. All vacancies shall include salary range, summary of the position description, required qualifications, hours of work and work location.

The vacancy will be filled by either recall from the layoff list as per Article 7, open or restricted competition, appointment without competition or short-term assignment as determined by Article 14.02. The most meritorious candidates will be interviewed and ranked against requirements for the position and merits of other candidates. From this group the Dean, Director, Manager or designate will select for appointment the most meritorious candidate. Length of satisfactory service with the Employer will be considered in the determination of the successful candidate.

14.02 When the College determines to take staffing action to fill a vacant or new position, a selection committee will be formed, pursuant to Article 60, and it will select the staffing process most appropriate from among the following alternatives:

- (a) Recall from the Layoff List as per Article 7
- (b) Open Competition
- (c) Restricted Competition
- (d) Appointment Without Competition
- (e) Short ~~Term~~ Assignment

The selection committee, through a consensus process, will select candidates for interview, set and hold interviews, rate and rank candidates and review reference information.

(Note: A representative ~~from~~ each party shall review guidelines related to staffing procedures).

14.03 Merit Principle

All appointments to positions at Yukon College, other than recall from layoff, shall be based on merit. The process for assessing merit shall include an objective statement of qualifications for each position, a fair test of the factors, open access to information about the position and process, and timely decisions made by a representative selection committee whose members are free from conflict with regard to the process and all of the candidates.

Merit includes the knowledge, abilities and personal suitability of a person to perform the position and may be assessed from the interviews, reference checks, reasonable and relevant tests and/or prior documented work history with Yukon College.

14.04 Competition Appeal Process

Any bargaining unit candidate who is unsuccessful on competition and who believes their qualifications were not properly assessed may appeal provided the appeal is brought forward by the Union.

The appeal must be presented to the Director, Human Resource Services within five **(5)** working days of the date that the candidates were advised that the decision would be made, or when those who were not interviewed were advised they were unsuccessful.

The appeal will proceed immediately to expedited arbitration. The Arbitrator will be selected **in** rotation from the list of Yukon-based arbitrators acceptable to both the Union and the Employer. No appointment will be made from the competition which gave rise to the appeal until such time as the arbitrator's decision is rendered and complied with.

The arbitrator will render their written reasoned decision within five **(5)** days of the end of the appeal period. The decision will be final and binding. A copy of the decision will be forwarded to the appellant, the Union and the Employer.

The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-a-vis those of the successful candidate. If they determine that it was not, then the arbitrator may direct that any portion of, or the entire competition **be** redone.

14.05 Appointment Without Competition

Where the selection committee determines that a position should be filled by appointment without competition, a notice of appointment will be posted on College bulletin boards for at least ten **(10)** working days. If an employee feels his/her promotional opportunities have been prejudicially affected they may, with the consent of the Union, file an appeal with the Director, Human Resource Services. Such an appeal will be referred directly to expedited arbitration as described in this Article. The jurisdiction of the arbitrator shall be the same as for a competition appeal.

14.06 Short Term Assignments

The parties acknowledge that it is in the best interest of the College to provide opportunities for employee development through cross-training and acting assignments. It is also in the College's interest to have short-term vacancies staffed in an expeditious and effective manner. Where operationally feasible, the employer agrees to give preference to qualified College employees when staffing short-term assignments or vacancies for positions more than one month and less than four months in duration.

Human Resource Services Department will notify all employees of short-term vacancies as they arise and employees may apply for these positions.

The supervisor of a selected employee will determine whether or not it is operationally feasible to approve the temporary absence of the selected employee. Her/his approval will not be unreasonably denied.

The employment status of an employee who accepts a Short Term Assignment will not change during the period of the assignment.

UNION BUSINESS

ARTICLE 15 - UNION RECOGNITION

- 15.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 15.02** The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.
- 15.03** The Employer agrees that, given reasonable notice to Yukon College, permission may be granted for an accredited representative of the Alliance to enter the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests access directly or through an Officer of the local Union. Such permission will not be withheld unreasonably.
- 15.04** Where an accredited representative of the Alliance enters the work premises as provided in **15.03**, he/she shall report to the supervisor of the employee before approaching the employee.
- 15.05** The following positions are excluded from the Bargaining Unit:
- President
 - Vice-president
 - Dean
 - Director
 - Executive Director
 - Manager, Financial and Computing Services
 - Manager, Human Resource Services
 - Human Resource Services Assistant
 - Secretaries to the
 - Board of Governors
 - President

ARTICLE 16 - SCOPE OF THE BARGAINING UNIT

The parties agree that the criteria used by the Canada Labour Relations Board to determine exclusions will be used by an Arbitrator in settling disputes that arise during the life of the agreement concerning scope of the Bargaining Unit.

ARTICLE 17 - UNION SECURITY

- 17.01 All employees within the bargaining unit covered by this agreement shall be required to pay the Alliance (through bi-weekly payroll deduction) a sum of money equivalent to the membership dues of the Alliance. Signing of the Employer's Commencement Forms shall serve as the employee's authorization for the Employer to deduct such dues.
- 17.02 New employees, upon commencement of employment shall, as a condition of employment, be or become a member of the Alliance and shall as a condition of employment, maintain their membership thereafter.
- 17.03 An employee who satisfies the Employer to the extent that they declare in an affidavit that they are a member of a religious organization, "registered pursuant to the Income Tax Act", whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization, and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 17.04 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 17.01.
- 17.05 For the purpose of applying Clause 17.01, deductions from pay from each employee in respect of each pay period will start with the first full, pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 17.06 From the date of signing and for the duration of this Agreement, no employee organization, as defined by the Canada Labour Code, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.
- 17.07 The amounts deducted in accordance with Clause 17.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 17.08 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 17.09 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 18 - APPOINTMENT OF REPRESENTATIVES

- 18.01** The Alliance has the right to appoint employees as representatives.
- 18.02** The Alliance shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement. In any event, the maximum number of Union representatives shall be seven (7) excluding the Union Executive.
- 18.03** The Alliance shall provide the Employer with a list of its accredited representatives and will inform the Employer of any revision of the list that may be made from time to time, and the Employer shall provide the Alliance with a list of employees representing the Employer at the various levels of the grievance process.

ARTICLE 19 - TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

- 19.01** Canada Labour Relations Board Hearings
- (a) Complaints made to the Canada Labour Relations Board pursuant to the Canada Labour Code.
- The Employer will grant leave with pay
- (i) to an employee who makes a complaint on their own behalf, and
- (ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
- (b) Applications for Certification, Representations, and Interventions with respect to Applications for Certification. Where operational requirements permit, the Employer will grant leave without pay
- (i) to an employee who represents the Alliance in an Application for Certification or in an Intervention, and
- (ii) to an employee who makes personal representation in opposition to a Certification.
- (c) The Employer will also grant leave with pay
- (i) to an employee called as a witness by the Canada Labour Relations Board, and
- (ii) where operational requirements permit, to an employee called as a witness by an employee or the Alliance.

19.02 Conciliation Board Hearings

- (a) The Employer will grant leave with pay to an employee representing the Alliance before a Conciliation Officer, Conciliation Board or Conciliation Commissioner.
- (b) The Employer will grant leave with pay to an employee called as a witness by a Conciliation Officer, Conciliation Board, or the Alliance.

19.03 Arbitration

- (a) The Employer will grant leave with pay to an employee who is a party to the arbitration.
- (b) The Employer will grant leave with pay to the representative of an employee who is a party to the arbitration.
- (c) The Employer will grant leave with pay to a witness called by an employee who is a party to the arbitration.

19.04 Contract Negotiations Meetings

- (a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of four **(4)** employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract negotiations meetings the Employer shall continue their fringe benefit contributions and employees shall continue to earn normal credits.
- (b) The parties have agreed that one of the four **(4)** employees attending contract negotiation meetings in (a) above, where practicable, will be from a location outside the City of Whitehorse.
- (c) Notwithstanding subsection (a), where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.
- (d) When an employee is on leave without pay for union business pursuant to this Article and where such leave is approved by the Alliance, the Employer agrees to continue payment of his or her wages as the result of such leave. The Alliance will reimburse the College for total costs within 30 days of the receipt of billing.

19.05 Preparatory Contract Negotiation Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

19.06 Meetings Between Employee Organizations and Management

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

19.07 Employee Organization Executive Council Meetings, Congress, and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Alliance, Executive Council meetings, conventions of Yukon Federation of Labour, the Canadian Labour Congress, and Local Executive meetings of an urgent nature. Such leave shall not be unreasonably withheld.

19.08 Representatives Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative and/or to travel on Union business within the Yukon.

ARTICLE 20 - LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT

Effective on the date of the signing of this agreement, the Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union subject to the following conditions:

- (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
- (b) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.

If the employee is re-elected for subsequent terms, she/he shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level they held before their leave.
- (c) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (d) During the leave of absence the Employer will pay 100% of salary and benefits and will invoice the Union quarterly for 100% of all costs of salary and benefits (which means gross salary plus all benefits).
- (e) During the leave of absence the employee will earn normal leave credits.
- (f) Leave applications will be submitted to the Employer for processing, for administrative reasons only.
- (g) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

ARTICLE 21 - INFORMATION ON EMPLOYEE STATUS

- 21.01 (a) The Employer agrees to supply the Alliance and the Yukon College Employees' Union with a quarterly report specifying the name of each person engaged and each person terminated. The report shall separate bargaining unit members from non-bargaining unit members and include persons hired through a third party contract.
- (b) The Employer agrees to supply the Alliance with a quarterly report specifying the location and classification, including position point rating, applicable to each employee on staff.
- (c) The Employer shall inform each employee appointed from outside Yukon College to a position in the Bargaining Unit of the provisions of Article 17 - Union Security, pursuant to this agreement.
- (d) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the Bargaining Unit of the name of the Alliance Representative at their place of work.
- (e) The Employer shall inform the Alliance of all vacant positions in the bargaining unit on a monthly basis.
- (f) The Employer agrees to provide the union with a bi-weekly listing showing total hours paid to date, for those casual employees who have worked more than 400 hours in a fiscal year.
- (g) The Employer further agrees to provide information required under this Article to the Yukon College Employees' Union.
- 21.02 (a) The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the Bargaining Unit.
- (b) Where a Collective Agreement has been renewed or amended, prior to printing the renewed or amended Collective Agreement, the Employer will send a draft copy to the Alliance and one copy to the Local Representative for their approval.

ARTICLE 22 - PROVISIONS OF BULLETIN BOARD SPACE

- 22.01 The Employer shall provide bulletin board space in a reasonable number of locations clearly identified for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs. Such notices which do not fall within the above-mentioned headings may be removed from the board by the Employer.

ARTICLE 23 - PICKET LINES

- 23.01 Employees ~~my~~ refuse to cross a legal picket line. Where employees refuse to cross a legal picket line, they shall be considered on authorized leave without pay.

CLASSIFICATION

ARTICLE 24 - CLASSIFICATION

- 24.01** (a) The Public Service Alliance of Canada and the Board of Governors agree that Yukon College will use the Classification System approved by the Joint Classification Committee, dated July 9, 1992 and referenced in Appendix A. Any changes to this Classification System will be done by mutual consent of the parties.
- (b) All position evaluations shall adhere to sound classification principles.
- 24.02** (a) Any bargaining unit employee may appeal their classification provided the appeal is brought forward by the Union in accordance with **24.04**.
- (b) The Employer shall respond to a classification appeal within thirty **(30)** working days.
- 24.03** The Public Service Alliance of Canada and the Board of Governors agree that there will be a list established by mutual agreement of persons to act as Classification Appeal Board Chairpersons. The Chairperson will deny or uphold the appeal. The costs of the hearings are to be shared equally by the parties.
- 24.04** The Alliance shall notify the Employer in writing within thirty (30) working days that a dispute exists and the parties will establish a Classification Appeal Board within thirty **(30)** working days of the aforementioned notice.

HOURS OF WORK AND PAY

ARTICLE 25 - HOURS OF WORK

25.01 (a) Hours of work shall be scheduled so that full-time employees other than those specified in Article 25.02 and 25.03 below, work thirty-seven and one-half (37-1/2) hours from Monday to Friday inclusive and seven and one-half (7-1/2) consecutive hours per day, exclusive of a meal period.

(b) Notwithstanding 25.01 (a),

(i) employees hired prior to December 1993 may voluntarily agree to a work week of five consecutive days other than Monday to Friday;

(ii) the Employer will inform new employees in writing at the time of hire, that such employees may be assigned to a work week of five consecutive days other than Monday to Friday; and

(iii) current employees will not suffer a job loss as a direct result of a change in the work week.

25.02 (a) Hours of work for those employees listed below shall be scheduled so that full-time employees work thirty-seven and a half (37.5) hours per week and seven and a half (7.5) consecutive hours per day exclusive of a meal period:

Custodial Worker
Custodial Worker Supervisor
Librarian
Student Residence Supervisor
Relief Student Residence Supervisor

(b) Hours of work for those employees listed below shall be scheduled so that full-time employees work forty (40) hours per week and eight (8) consecutive hours per day inclusive of a meal period:

Cooks
Kitchen Helpers

25.03 Hours of Work - Yukon College Instructors

(a) Yukon College Instructors shall be subject to the hours of work as defined in Clause 25.01 above.

(b) Yukon College Instructors shall be scheduled to work 206 days in the calendar year.

(c) Yukon College Instructors' contact hours shall not exceed 32.5 hours per week.

(d) Contact hours beyond 32.5 hours per week shall be on a voluntary basis.

25.04 Shift Work

The employer will make every reasonable effort

- (a) not to schedule the commencement of a shift within sixteen **(16)** hours of the completion of the employee's previous shift, and
- (b) to avoid excessive fluctuation in hours of work.

25.05 Provided sufficient advance notice is given in writing, and approval of the Employer is obtained, employees may exchange shifts if there is no increase in cost to the Employer.

25.06 **An** employee shall not work more than two (2) consecutive shifts.

25.07 Normal Work Schedule

The employee's working schedule will not be altered unless they have been given a minimum of seven **(7)** working days' advance notice of the alteration. Where the Employer fails to give an employee seven **(7)** working days' advance notice of **an** alteration in their normal work schedule, the Employer shall pay the employee at the rate of time and one-half ($1\frac{1}{2}T$) for all regular hours worked on the first day or shift worked following receipt of the notice of the change. Subsequent days or shifts worked on the revised hours shall be paid at straight-time, subject to the overtime provisions of this Agreement.

25.08 Rest Periods

- (a) The Employer shall schedule two paid rest periods per day of fifteen **(15)** minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

(b) Meal Breaks

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half ($\frac{1}{2}$) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

25.09 No Guarantee

This Article shall not be construed as guaranteeing the employee a minimum or maximum number of hours of work.

25.10 Flexible Hours

- (a) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work, where employees wish to vary their hours of work,
 - (i) upon request of the bargaining agent, representing a group of employees in a particular work area, and

- (ii) where the Dean or Director responsible for the program in that area concurs that the requirements of the program can be met in eight or nine days,

provided that the majority of the employees in the work place approve the revised work schedule, and that no employee is scheduled to work less than four (4) full days in any continuous period of seven (7) days.

- (b) Where the provisions of 25.10 (a) are applied, the Dean or Director of the work area must approve the schedule of hours for every employee but, subject only to operational requirements, an employee may choose to work the normally scheduled hours, or the revised schedule established according to their preference.
- (c) Notwithstanding variations in the scheduled hours of work, approved pursuant to 25.10 (a), the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in the view of the Employer, operational requirements cannot be met under the varied schedule.
- (d) Where the scheduled hours of work are varied pursuant to 25.10 (a), an employee included in the varied schedule shall be entitled to rest on such days as are not scheduled as a normal working day for them, and their days of rest for the fourteen (14) day period shall be neither increased nor decreased by reason of the varied schedule.
- (e) The provisions of the agreement that require variation in order to satisfy the conditions of 25.10 (c) will be agreed upon prior to implementation.

ARTICLE 26 - PAY ADMINISTRATION

- 26.01** An employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay or the hourly rates of pay as specified for the classification of the position to which they are appointed.
- 26.02** Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.
- 26.03** Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.
- 26.04** Upon Promotion

Subject to 26.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of their former position the employee shall receive either

- (a) the minimum of the new range where that minimum is more than 8% above their present salary; or
- (b) where their salary on appointment does not exceed the maximum of the range applicable to the position to which they are appointed, 8%; or

- (c) where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

26.05 Upon Transfer

- (a) Where an employee is appointed to a position having a maximum rate of pay which is the same as the maximum rate of pay of their former position, their salary shall remain unchanged.
- (b) Where an employee accepts a position having a lower maximum rate of pay than that of their former position, their rate of pay on appointment in the new scale shall be equal to or shall be nearest to the rate they were paid in their former position.

26.06 Upon Reclassification

- (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a level having a higher maximum salary, the employee shall receive
 - (i) the minimum of the new range where that minimum is more than 8% above their present salary; or
 - (ii) 8% where their salary is the same as or more than the minimum but less than the maximum salary for the new class;
 - (iii) the maximum rate in the range, where the application of (ii) above would provide for reclassification exceeding the maximum of the range for the position.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a level having a maximum salary the same as that previously applicable to the position, the salary payable remains unchanged.
- (c) Notwithstanding Clause 26.01, where an employee occupies a position that is reclassified to a level having a salary range the maximum rate of which is less than the maximum rate of the previously applicable range
 - (i) the rate of pay of the employee shall remain the same, until changed in accordance with this section;
 - (ii) the anniversary date of the employee shall remain the same;
 - (iii) the employee shall continue to be eligible for salary rate increases based on merit and economic adjustments, up to the maximum salary rate in effect for the old level at the time of the reclassification; and
 - (iv) the employee shall not be eligible for further salary rate increases beyond those for which paragraph (iii) provides until the maximum salary rate for the new level exceeds the employee's salary rate.

26.07 Market Supplement

- (a) Where a market supplement is added to the base pay for an occupational field, the salary of each employee in a position in that field shall be adjusted by the **full** value of the market supplement.
- (b) Notwithstanding the provisions of 26.07 (a) above, where an employee is hired at a rate of pay above the minimum due to labour market pressure, and a market supplement is subsequently provided, the employee will not receive the market supplement provided they have been advised in writing at the time of their appointment.
- (c) Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (a) and (b) above.
- (d) Where a market supplement ~~is~~ subsequently reduced or deleted by mutual agreement of the parties, the salary of each employee currently receiving the market supplement shall be reduced accordingly.

26.08 Salary Payable for an Acting Incumbent

- (a) Where the employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to their present position, the employee shall
 - (i) receive the minimum salary for the acting position where their present salary is less than the minimum for the position; or
 - (ii) receive a salary at a rate of 4% higher than their present salary, where their present salary is the same ~~as~~ or higher than the minimum but less than the maximum for the acting position.
 - (iii) where the application of (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.
- (b) All employees shall receive acting pay when required to perform the duties of the higher position on a continuous basis for a period of two (2) working days.

26.09 (a) Probationary Period

- (i) **A** newly hired employee appointed to a non-faculty position shall serve a probationary period of six (6) months; this probation may be extended with the agreement of the parties.
- (ii) **A** newly hired employee appointed to a faculty position shall serve a probationary period of ten (10) months; this probation may be extended with the agreement of the parties.
- (iii) An interim performance evaluation will be conducted halfway through the probationary period on any employee serving a probationary period and a final performance evaluation will be conducted no later than 10 working days prior to the completion of the probationary period.

(iv) Upon successful completion of the probationary period in (I) and (ii), seniority shall be effective from the original date of employment.

(v) During the probationary period the employee shall be entitled to all rights and benefits of this agreement.

(b) Trial Period

An employee who is promoted shall be on a trial period in the new position for a period of time that matches the Probationary Period as outlined in 26.09(a). The College shall not curtail the trial period unreasonably before it has run its normal course. In the event that the employee is not able or does not want to complete the trial period or cannot satisfactorily perform the job, the employee shall be returned to their former position, if available, or a position comparable to their former position and salary without loss of seniority. This will include the situation where a Bargaining Unit Member is promoted to an excluded position.

26.10 Employee Performance Review

The overriding purpose of the employee performance evaluation is continuous achievement and/or improvement of the quality (effectiveness and efficiency) of programs/courses/services, as well as meeting the needs and expectations of students, employers of our graduates, and the community we serve.

The subsumed purpose is to make administrative decisions on development, recognition, and overall competence of the employee.

(a) An employee shall have their job performance evaluated annually on or before their anniversary date. In exceptional circumstances, the supervisor may conduct more than one performance evaluation in a given year, but no more than twice.

Where the employee has had several successive positive evaluations and there is mutual consent between the supervisor and employee, a performance evaluation may be conducted every two years.

(b) (i) Subject only to satisfactory conduct and performance, the salary of an employee shall be increased annually on the employee's anniversary date by four (4) percent.

(ii) When an employee is not to be granted the salary increase referred to in (i) above, the employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.

(iii) The notification will advise the employee of the specific areas of their performance or conduct which the employer evaluates as unsatisfactory and the reasons why.

(c) Where the application of (b) above would provide for a performance increment exceeding the maximum rate in the range for that position, the employee will receive the maximum rate.

(d) Notwithstanding (b) above, an employee is not eligible to receive a performance increment:

(i) if they are at the maximum of their salary range, or

(ii) if they are in a class for which there is a single rate of pay.

- (e) Where a performance increment provided for under Section 26.10 is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.
- (f) When, as a result of a formal review of an employee's job performance, a written document is placed on their personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of their performance evaluation review.
- (g) The Employer agrees not to introduce as evidence in a hearing related to a disciplinary action any document including any performance evaluation review, from the file of the employee, the existence of which the employee was not aware at the time of filing, or a reasonable period thereafter.

26.11 Evaluation of Management

The parties agree to the principle of evaluation of management. Recognizing that evaluation is a responsibility of the Employer, the employer will ensure that the annual evaluation of all persons in management positions, both those excluded from and those included in the Bargaining Unit, will include input from peers, supervised individuals, and other relevant stakeholders.

26.12 Application of Anniversary Date

- (a) The anniversary date of an employee who commences service or who is promoted or reclassified, resulting in a salary increment shall be
 - (i) the first day of the month if the transaction occurred prior to the 16th day of the month;
or
 - (ii) the first day of the month following if the transaction occurred on or after the 16th day of the month.
- (b) The anniversary date of an employee who is appointed to a position or whose position is reclassified not resulting in a salary increment shall remain unchanged.
- (c) The anniversary date of an employee who has been on leave of absence without pay in excess of three (3) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

26.13 Where the reclassification of a position is to take effect retroactively, employees engaged during the retroactive period shall be entitled to receive any retroactive benefits that might accrue.

26.14 Where a performance increment and any other transaction such as reclassification, promotion, or salary revision are effective on the same date, the performance increment shall be processed first, followed by the other transactions.

ARTICLE 27 - DAYLIGHT SAVINGS TIME

This article is to give effect to the understanding that there will be no compensation paid for the extra hour worked and conversely there will be no reduction in compensation for the hour not worked due to the time conversion in spring and fall as a result of the implementation and withdrawal of daylight savings time.

ARTICLE 28 - JOB SHARING

- (a) Job sharing may be requested by an employee or the Employer. The Union will be notified of any such requests immediately after they have been made. Those employed in job sharing will continue to be members of the bargaining unit and be covered by the Collective Agreement.
- (b) The terms and conditions governing job sharing will be as mutually agreed by the Union, the Employer and the participants and set out in a Memorandum of Agreement.
- (c) It is agreed that job sharing will neither result in any significant additional costs nor diminish the education or support service.
- (d) In the event that an employee's job share partner vacates a position, the employee remaining may choose to continue the arrangement subject to this article or assume the position on a non-job share basis.

ARTICLE 29 - OVERTIME PAY

- 29.01** (a) Subject to the operational requirements of the College, the Employer shall make every reasonable effort
- (i) to allocate overtime work on an equitable basis among readily available, qualified employees; and
 - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement;
 - (iii) notwithstanding (i) and (ii) above, where there is an emergency, an employee may be required to work overtime on shorter notice than provided in **29.01** (a) (ii) above.
- (b) An employee may refuse to work overtime for just cause, and may be required to state the refusal and cause in writing.
- 29.02** An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by them when
- (a) the overtime work is authorized in advance by the Employer; and
 - (b) the employee does not control the duration of the overtime work.

.03 Regular Working Day

An employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

29.04 Days of Rest

An employee shall be compensated

- (a) for hours of overtime worked on their first day of rest at the rate of one and one-half (1½T) for the first four (4) hours and double time (2T) thereafter; and
- (b) for hours of overtime worked on their second or subsequent day of rest at the rate of double time (2T).

29.05 Designated Paid Holiday

- (a) An employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Article 34.01(a).
- (b) An employee who is required to work on a designated paid holiday following a day of rest on which they also worked and received overtime in accordance with Clause 29.04, shall be compensated for hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided for in Article 34.01(a).

29.06 Compensatory Leave in Lieu of Overtime Payment

- (a) The employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the employee and the employer.
- (b) Any outstanding compensatory leave earned during a twelve month period ending June 30 of each year but not liquidated by December 31 of the same year, shall be paid in cash within one (1) month immediately following the date for liquidation of the leave, at the applicable overtime rate, based upon the employee's hourly rate of pay at the time of payout.

29.07 Meal Allowance

- (a) Where an employee is required to work three (3) or more hours of overtime immediately prior to or immediately following the completion of their scheduled work day, the Employer will provide that employee with a meal allowance of fourteen (\$14.00) dollars.
- (b) Clause 29.07 (a) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.
- (c) "Immediately" as used in Article 29.07 (a) above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one (1) hour in duration.

ARTICLE 30 - PREMIUM PAY

30.01 Call Back Pay

- (a) If an employee is called back to work and returns to work,
 - (i) on a designated holiday or day of rest, or
 - (ii) after they have completed their work for the day and have left their place of work,they shall be entitled, on each occasion, to the greater of:
 - (1) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours' pay at straight time, or
 - (2) compensation equivalent to four (4) hours' pay at the straight time rate.
- (b) When an employee reports to work overtime for which they have been recalled under the conditions described in Clause 30.01 (a), they shall be reimbursed for reasonable expenses incurred as follows:
 - (i) the actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or
 - (ii) when the employee travels, as authorized, by means of their own automobile, mileage allowance at the rate paid by the employer in accordance with the *Policy Guidelines and Procedures Manual*.

Time spent by the employee reporting to work in their headquarters area or returning to their residence shall not constitute time worked, but when an employee is required to travel outside of their headquarters area, travel time will be considered time worked.

30.02 Reporting Pay

- (a) If an employee reports to work on their scheduled work day and there is no work or insufficient work available, they are entitled to four (4) hours pay at the straight-time rate.
- (b) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is no work or insufficient work available, they shall be entitled to four (4) hours pay at the applicable overtime rates.

30.03 Stand-by Pay

- (a) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment equivalent to three-quarters ($\frac{3}{4}$) of their regular straight time hourly rate for each eight (8) consecutive hours or portion thereof that they are on stand-by.
- (b) An employee designated by letter or by list for stand-by duty shall be available during their period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Employer will endeavour to provide for the equitable distribution of stand-by duties.
- (c) No stand-by payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on stand-by required to report for work shall be paid in addition to the stand-by pay, the greater of
 - (i) the applicable overtime rate for the time worked; or
 - (ii) the minimum of four (4) hours' pay at the straight-time rate, except that this minimum shall only apply once during a stand-by period; and
 - (iii) where during any eight (8) consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already utilized option d(ii) above, the employee shall be paid for hours worked the greater of
 - (1) the applicable overtime rate for the time worked; or
 - (2) a minimum of one (1) hour at the applicable overtime rate.
- (e) **A Relief Student Residence Supervisor** shall receive inconvenience pay of fourteen dollars (\$14.00) for each eight (8) consecutive hours or portion thereof that they are required to remain in the residence during off duty hours.

30.04 Shift Premium

- (a) Employees shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked on evening and night shifts, including overtime hours.
- (b) In view of the Employer's requirement to maintain library services to students and the general public on a regularly scheduled basis, employees whose shift schedule commences after twelve noon (12:00 noon) and extends beyond six p.m. (6:00 p.m.) shall be entitled to receive a shift premium of one dollar (\$1.00) per hour for all hours worked as indicated.

30.05 Weekend Premium

When an employee works on a Saturday and/or a Sunday as part of a regularly scheduled shift, the employee shall receive one dollar (\$1.00) per hour for regularly scheduled hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay.

30.06 First Aid and Dangerous Goods Handling Certificates Allowance

Employees designated by the Employer who are holding an Advanced First Aid Ticket or a Dangerous Goods Handling Certificate and such ticket is not a requirement of their job will be paid an allowance of **25** cents per hour for all hours worked while so designated.

ARTICLE 31 - SEVERANCE PAY

31.01 Layoff

- (a) An employee who has one **(1)** year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay off.
- (b) In the case of an employee who is laid off for the first time the amount of severance pay shall be two **(2)** weeks' pay for the first and one **(1)** week's pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed thirty (30) weeks' pay.
- (c) In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one **(1)** week's pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-nine **(29)** weeks' pay.
- (d) In no case shall the total amount of severance pay exceed thirty (30) weeks' pay, regardless of the number of times an employee is laid off.

31.02 Resignation

Subject to Clause 31.03, an employee who has five **(5)** or more years of continuous employment is entitled to be paid on resignation from Yukon College severance pay equal to the amount obtained by multiplying one-half ($\frac{1}{2}$) of their weekly rate of pay on resignation by the number of completed years of their continuous employment to a maximum of twenty-eight **(28)** weeks, less any period in respect of which they were granted severance pay.

31.03 Retirement

On termination of employment, an employee who is entitled to an immediate annuity or an employee who is entitled to a pension shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period in respect of which they were granted severance pay.

31.04 Rejection on Probation

On rejection on probation, when an employee has completed more than one **(1)** year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to one (1) week's pay for each completed year of continuous employment with a maximum of twenty-nine **(29)** weeks.

.05 Notice

Instructional employees who will not be available for the start of the new academic year (in September of that year) shall endeavour to submit their notice of resignation no later than May 31st so as to facilitate required staffing needs.

ARTICLE 32 - TRAVEL TIME

32.01 Where

- (a) an employee is required, or directed by the Employer, to travel on duty to, from or between locations inside/outside the geographical boundaries of Yukon in order to perform the duties of their position; or where,
- (b) an employee is required, or directed by the Employer, to travel from a point outside the geographical boundaries of Yukon to their headquarters area or to a point in Yukon in order to perform the duties of their position; and,
- (c) provided that their method of travel is determined by, or approved by, the Employer, he/she shall be compensated for the time spent travelling in the manner prescribed below:
 - (i) On a normal working day on which they travel but do not work, the employee shall receive their regular pay for the day.
 - (ii) On a normal working day on which they travel and work, the employee shall be paid
 - (1) their regular pay for the day where the combined period of travel and work does not exceed the daily hours of **work** assigned to their class of employment (ie. 7½ or 8 hours, as the case may be), even though such hours may not be in accordance with their normally scheduled hours of work;
 - (2) where the combined total of travel and work hours exceed the daily hours of work assigned to the class, they shall be paid at the applicable overtime rate for additional travel time in excess of their normal daily hours of work, with maximum payment for such additional travel time not to exceed the total straight time hours assigned to their class of employment in any one day;
 - (3) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to their class of employment in any one day;
 - (4) travel time shall be compensated in cash, except where, upon the request of the employee and with the approval of the Employer, travel time shall be compensated by leave with pay;
 - (5) the duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment to the prescribed maximum, but in respect of any twenty-four hour period during which an employee travels, or waits in a terminal to continue their journey, may not exceed the number of normally scheduled hours of work;

- (6) payment in cash shall be calculated based upon the employee's hourly rate of pay effect at the time of travelling;
- (7) compensatory leave earned during a twelve-month period ending June 30th of each year but not liquidated by September 1st following, paid in cash by the pay day immediately preceding the end of September, at the applicable overtime rate, based upon the employee's hourly rate of pay at the time of payout;
- (8) an employee shall be deemed to be in travel status commencing one hour prior to the scheduled and published departure time of the aircraft, if the mode of travel is air, or, when they leave their normal place of residence or place of accommodation outside of Yukon, should they be travelling by any means other than air;
- (9) a "twenty-four hour period" as used in (5) above shall be interpreted to mean the twenty-four hour period commencing 12:01 a.m. on any day in which an employee commences to travel as defined in (8) above.

Time Worked Outside Yukon

- (10) All time worked at a location outside the geographic boundaries of Yukon shall be compensated for in accordance with Article Twenty-five (25) of the current Collective Agreement.
- (11) All hours of overtime worked shall be compensated for in accordance with Article Twenty-nine (29) of the current Collective Agreement.

32.02 Travel Status

All employees who are temporarily assigned to work away from their home or headquarters area will be considered to be on travel status, and shall be governed by the *Policy, Guidelines and Procedures Manual*.

ARTICLE 33 - YNTEP FACULTY ADVISORS' ALLOWANCE

- 33.01 In lieu of past and projected standby and call-outs and in recognition of the unique nature of the program, the parties agree to an annual allowance equivalent to 5% of the current annual salary of each Faculty Advisor in the YNTEP program, payable on a bi-weekly basis. The parties agree this arrangement is without precedent.

ARTICLE 34 - DESIGNATED PAID HOLIDAYS

34.01 (a) The following days are designated paid holidays for employees:

- i. New Year's Day
- ii. Heritage Day
- iii. Good Friday
- iv. Easter Monday
- v. The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
- vi. Canada Day
- vii. Discovery Day
- viii. Labour Day
- ix. Thanksgiving Day
- x. Remembrance Day
- xi. Christmas Day
- xii. Boxing Day

(b) Any day proclaimed by the Government of Canada as a National Holiday other than a designated paid holiday mentioned in **34.01** (a) above, shall be proclaimed as a designated paid holiday.

(c) Where the Government of Canada changes the name of a designated paid holiday mentioned in **34.01** (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the contract.

34.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause **34.01** coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest.

34.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause **34.02**

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

34.04 Designated Paid Holidays

Clause **34.01** (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday except in the case of an employee who is granted leave without pay under the provision of Article 19 (Time Off For Representatives and Alliance Business), and in respect to whom the Alliance has certified that the employee was paid by the Alliance for Alliance business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

34.05 Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

34.06 At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

34.07 Compensation for Work on a Holiday

Notwithstanding any other provision in the collective agreement, an employee who works in a continuous operation that does not shut down on holidays shall be compensated as follows:

- (a) when the holiday falls on a day of rest or on a day they are not scheduled to work, their regular wages for the day designated as the holiday;
- (b) when they work on a holiday
 - (i) their regular wages for the day designated as the holiday, and
 - (ii) time and one-half ($1\frac{1}{2}T$) for the first four (**4**) hours of work on the holiday and double time ($2T$) thereafter.

LEAVE

ARTICLE 35 - LEAVE- GENERAL

- 35.01** (a) When the employment of **an** employee who has been granted more sick or special leave with pay **than** they have earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.
- (b)(i) When the employment of an employee who has been granted more sick or special leave with pay than **he/she** has earned is terminated by layoff, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.
- (ii) If an employee terminated under Clause **35.01** (b) **(i)** is subsequently re-employed and their service is considered continuous, sick or special leave advanced but not earned prior to layoff shall be deducted from any sick or special leave credits subsequently earned.

ARTICLE 36 - VACATION LEAVE

- 36.01** An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Clause **36.02** and subject to Clause **36.05**.

An employee with one or more years of service shall have their anticipated yearly vacation leave credits advanced July 1 of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Yukon College or return but not long enough to earn the already taken vacation, the employer has the right to recover the monies from any monies owing the employee.

- 36.02** (a) An employee other than an instructor or counsellor who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:

Years of Continuous Service Monthly Accrual Rate

In the first and subsequent years	1-2/3 days
In the fourth and subsequent years	2-1/12 days
In the tenth and subsequent years	2-1/2 days
In the twentieth and subsequent years	2-1 1/12 days

- (b) Instructors are expected to schedule their vacation during non-instructional periods. Vacations during instructional periods may be granted if operational requirements permit.

All College Instructors and Counsellors shall earn 3-1/3 days of vacation leave per month provided the employee has received pay for at least ten (10) days in the month, to a maximum of forty **(40)** days vacation leave per calendar year.

- (c) Every reasonable effort will be made by the employee to ensure that replacement costs are not incurred by reason of enhanced vacations.

(d) Long Service Vacation Leave Benefits

- (i) On the date an employee completes the qualifying period of continuous service with Yukon College as set out below, he/she shall be entitled to five **(5)** days of additional vacation leave in the period prior to the next qualifying period.
- (ii) An employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall forfeit the unused long service vacation leave.

In order to ensure employees are aware of and have the opportunity to use their full entitlement to this benefit, the employer commits to provide quarterly leave benefit Statements for each employee.

(iii) Qualifying Periods of Continuous Service

- Completion of 5 years but less than 10 years of continuous service.
- Completion of 10 years but less than 15 years of continuous service.
- Completion of 15 years but less than **20** years of continuous service.
- Completion of 20 years but less than **25** years of continuous service.
- Completion of **25** years but less than 30 years of continuous service.
- Completion of **30** years but less than **35** years of continuous service.

36.03 Where, in respect of any period of vacation leave, an employee is granted

- (a) bereavement leave, or
- (b) sick leave, or
- (c) special leave under **40.03**,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

36.04 Full Use of Vacation Leave

- (a) The parties agree that it is to the mutual benefit of the parties that employees use their annual entitlements.
- (b) In order to ensure employees are aware of and have the opportunity to use their full entitlement to this benefit, the employer commits to provide quarterly leave benefit statements for each employee.
- (c) Effective July 1, 1998, employees may carry their unused vacation leave credits up to their annual entitlement to the following fiscal year. Any portion that was carried forward from the previous year that remains unused at June 30 of the subsequent year will be forfeited; except that no employee shall receive less than the minimum vacation required by law. However any portion that was carried over by reason of an employee not being granted leave or for other mutually acceptable reasons such as maternity leave or sick leave will be paid out to the employees so affected.

- .05 (a) The Employer shall make every reasonable effort to grant an employee the period of vacation leave requested by them provided the employee has completed the appropriate vacation leave application form and submitted it to their supervisor.
 - (b) For requests during the peak summer vacation period, the Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within five (5) working days after the established deadline of April 1st for the College.
 - (c) For requests during non-peak vacation periods, the Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event within 10 working days.
 - (d) Failure to respond to the vacation leave request within the time period provided for in (b) and (c), subject to the availability of the immediate supervisor during the stated time periods, shall indicate to the employee that his/her leave has been approved.
 - (e) An employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.
- 36.06 (a) On termination, an employee or their estate shall be paid cash for any vacation leave credits outstanding.
- (b) At the employee's request, they shall be granted vacation leave earned but not used by them before their employment is terminated by lay-off, if the period of leave will permit them to meet the minimum requirements for severance pay.
- 36.07 (a) When, during a period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Regulations, in proceeding to their place of duty. In addition, the employee shall be reimbursed for non-refundable deposits forfeited as a result of recall. If they immediately resume vacation upon completing the assignment for which they were recalled, they shall be reimbursed for expenses incurred on the return trip.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under 36.07(a) to be reimbursed for reasonable expenses incurred by him.
- (c) Where an employee on vacation leave outside of their headquarters area is recalled to duty, the employee will be entitled to one extra day of vacation leave.
- 36.08 Notwithstanding Article 36.01 of the Agreement,
- Employees working in the cafeteria and term employees will have the option of earning vacation leave credits or receiving an additional amount each pay in lieu of leave credits, calculated on the same basis as they would earn leave credits according to Article 36.02. Variations of the above may be agreed to with each employee individually.

ARTICLE 37 - CHRISTMAS BREAK

37.01 Yukon College Christmas Break

Employees will not be required to report for duty during the Yukon College Christmas Break. This break is comprised of the three (3) working days that fall between December 25 and January 1. This period of leave shall not be deducted from the employee's respective earned but unused Vacation Leave credits. Notwithstanding the foregoing, some payroll and some custodial staff may be required to report for work during this break. Employees so scheduled will be given compensatory time off for such time worked.

ARTICLE 38 - SICK LEAVE

38.01 Sick Leave Credits

- (a) An employee other than an employee on retiring leave shall earn sick leave credits at the rate of one and one quarter (1¼) days for each calendar month for which they received at least ten (10) days' pay.
- (b) All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.

38.02 Granting of Sick Leave

- (a) Subject to the provisions of this Article, an employee who is unable to perform their duties because of illness, injury, or quarantine may be granted sick leave with pay up to the maximum accumulated unused sick leave credits, and with the approval of the President, an advance of sick leave up to fifteen (15) days.
- (b) In determining the eligibility of an employee for an advance of sick leave, the President shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave earnings.
- (c) An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
- (d) An employee shall be granted sick leave provided that:
 - (i) they satisfy the Employer as to their entitlement in the manner prescribed below; and
 - (ii) where the leave is paid leave, they have the necessary sick leave credits, or an advance of sick leave credits has been approved by the President.
- (e) Pursuant to (d) above, a Dean or Director, on behalf of the Employer may require an Employee to provide evidence in the form of a medical certificate signed by the attending physician stating the Employee was incapable of performing their duties due to their illness or injury, or that they are or have been in quarantine:

(i) where the amount of sick leave being requested in the specific instance exceeds three **(3) days, or**

(ii) where the employee has been granted five **(5)** days of sick leave in that fiscal year.

(f) Where the employer terminates the employment of an employee, sick leave credits shall continue to be granted after the termination date unless the employee's illness or injury commenced within the two months preceding the termination date and the notice of termination was received by the employee prior to the commencement of the illness or injury.

(g) An employee who is granted sick leave after the termination of employment in accordance with Article **38.02 (f)** shall be granted sick leave until the earlier of

(i) the end of the illness or injury; or

(ii) the exhaustion of the employee's sick leave credits, or a minimum of seventy-five days.

38.03 **An** employee is not eligible for sick leave with pay for any period during which the employee is on retiring leave, on leave of absence without pay, or under suspension.

38.04 (a) An employee who is required to travel from outlying points in Yukon, to secure medical attention, to centres where medical facilities exist, or who are referred from one medical facility to another within Yukon or to a medical facility outside Yukon by a medical practitioner, may be granted leave for travel purposes to a maximum of three **(3)** working days.

(b) Before travel time in (a) is paid, the employee shall provide a certificate from a qualified medical practitioner stating that the travel or referral was in fact necessary for the proper treatment of the employee.

38.05 (a) An employee who retires ~~from~~ Yukon College who has been continuously employed for a period of five **(5)** years, and is entitled to **an** immediate pension under the Yukon College Pension Plan may convert up to a maximum of thirty-three and one-third percent (**33 1/3%**) of their total earned but unused sick leave credits, to a maximum of sixty (60) days, to a paid pre-retirement leave.

(b) An employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (**33 1/3%**) of their total earned but unused sick leave credits to a maximum of sixty (60) days, to a cash payout based on the employee's daily rate of pay at termination.

(c) For purposes of Article **38.05**, "earned sick leave" shall be interpreted as including only sick leave earned while the employee is employed with Yukon College.

(d) An employee who terminates their employment more than once shall be limited, in their entitlement under this Article, to a maximum of 60 days in total.

38.06 Sick Leave for Persons Reappointed

Persons reappointed to a position with Yukon College within 18 months of separation shall be re-credited with unexpended sick leave entitlement to a maximum of sixty-five (65) days, accrued and unused at the time of separation, provided there has not been a payout as provided under 38.05(b). For example:

Employee A has 60 days credited sick leave at the time of termination. She/he "cashes out" 1/3 of those days (20 days). She/he is reappointed within 18 months. The employer will recredit that employee with 40 days of sick leave

Employee B has 150 days credited sick leave at the time of termination. She/he "cashes out" 1/3 of those days (50 days). She/he is reappointed within five years. The employer will re-credit that employee with 65 days of sick leave.

ARTICLE 39 - EDUCATION LEAVE

Parties acknowledge the existence of Employer's Policy on Education Leave and agree that it will not be amended during the life of the Agreement except through meaningful consultation as exhibited in Article 59. Copies of this policy will be obtainable from Human Resource Services.

ARTICLE 40 - SPECIAL LEAVE

- 40.01 (a) An employee other than an employee who is on retiring leave shall be credited with six (6) days special leave credits upon commencement of their first year of service and upon commencement of each continuous year of service thereafter up to a maximum of thirty (30) days.
- (b) Notwithstanding the above a multiple of less than six (6) days may be credited to an employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.

40.02 Bereavement Leave

- (a) The Employer shall grant an employee special leave with pay for a period of up to four (4) working days where there is death in the immediate family, for the purpose of relating to the death or alternatively, the Employer will grant four (4) working days special leave where the death of a member of the immediate family is imminent, provided such leave is in lieu of bereavement leave at a later date with respect to the same member of the immediate family. The Employer may request a physician's statement to verify a very serious illness in the employee's immediate family.
- (b) In addition, an employee may be granted up to three (3) working days special leave to travel in relationship to special leave granted in (a).
- (c) For the purpose of bereavement leave immediate family is defined as mother, father, sister, brother, step-father, step-mother, foster parent, wife, husband, son, daughter, step-child or ward of the employee, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, son-in-law, sister-in-law, brother-in-law, daughter-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (d) An employee is entitled to special leave with pay, up to a maximum of one (1) working day to attend the funeral or service for someone who is not a member of their immediate family.
- (e) At the discretion of the President, where a death appears imminent an employee may be granted paid leave beyond the maximum specified in (a) above, provided they have unused special leave credits sufficient for the leave granted.

40.03 Illness

- (a) (i) Where an employee is required to care for their sick dependents or a sick person permanently residing in their place of residence, the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days. Special leave shall be granted within the context of this sub-clause for an employee who is required to care for their spouse.
- (ii) Pursuant to (i) above, a Dean or Director, on behalf of the Employer may, when he/she has reasonable cause to believe there is an abuse, request a report from a qualified medical practitioner or a public health nurse in communities where there is no resident doctor, to validate the illness of the family member provided the request is made prior to the employee's return to work.
- (iii) Where an employee is required to care for a sick family member as defined in clause 40.02 (c) who does not permanently reside with them, the employer shall grant special leave up to a maximum of 5 consecutive working days.

In the event that a significant number of leaves under this clause are granted by the end of this agreement, the parties agree to re-examine the provisions of this clause.

- (b) Where an employee's dependents require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependents to seek treatment or an appointment in their headquarters area, the employee may be granted special leave up to a maximum of two (2) days for travel purposes.
- (c) At the discretion of the President, where a death appears imminent, an employee may be granted paid leave beyond the maximum specified in (a) (i) above, provided he/she has unused special leave credits sufficient for the leave granted.

40.04 Marriage

- (a) After the completion of one year's continuous employment with Yukon College, an employee who has the credits available and who gives the Employer at least five (5) days' notice, shall be granted special leave with pay to the extent of their credits, but not more than five (5) days on the occasion of the marriage of the employee.
- (b) An employee who does not apply for such leave within three months of the date of their marriage shall no longer be entitled to the leave.

40.05 Other Special Leave:

- (a) Special leave with pay shall be granted
 - (i) for periods of up to a maximum of one-half (½) day for medical, dental, optometrist and chiropractor appointments, when it is not possible for the employee to arrange such appointment outside their normal hours of work;
 - (ii) with respect to (i) above, where an employee is required to travel to Whitehorse for a medical, dental, optometrist or chiropractor appointment, when it is not possible for the employee to seek treatment or an appointment in their headquarters area, the employee may be granted special leave up to a maximum of one (1) day for travel purposes;
 - (iii) to an employee required to travel outside Yukon for a Department of Veteran Affairs medical (DVA) to a maximum of two (2) days per year;
 - (iv) to an employee on the occasion of the birth of his or her child up to a maximum of one (1) day; the one (1) day may be taken within thirty (30) days of the birth of the child; and
- (b) The employee shall provide necessary proof of the need for or the utilization of leave in **40.05** (a) (i), (ii), (iii), or (iv) above, at the request of the Employer.
- (c) At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee prevent their reporting for duty. Leave for such circumstances would not normally exceed one working day for each instance. The employer agrees to exercise its discretion fairly and reasonably.

40.06 An employee is not eligible for special leave with pay for any period during which he/she is on retiring leave, on leave of absence without pay or under suspension.

40.07 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted subject to the deduction of such advance leave from any special leave credits subsequently earned.

ARTICLE 41 - PREPAID LEAVE

41.01 Prepaid Leave Plan

The purpose of this Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of up to one (1) year, and through deferral of their salary, finance the leave. (Refer to HR3 under Yukon College Policy, Guidelines, Procedures and Regulations.)

41.02 Eligibility and Application Process

- (a) Employees making application must have completed two (2) continuous years of employment at Yukon College.
- (b) The Employer shall not be required to grant leave during the same period of time to more than three (3) employees per division.

- (c) An interested employee must make written application no later than May 1 of each year. Such written applications are to be directed to the Human Resource Services department.
- (d) The Employer will respond to applications by June 1 of each year. Such responses will be in writing and shall clearly indicate acceptance or denial. The approval of individual requests to participate in the plan rests solely with the employer. Such approval shall not be unreasonably withheld.

41.03 Contract

All employees wishing to participate in the Plan shall be required to sign the approved contract before approval for participation is granted.

41.04 Payment Formula

- (a) In each year of the plan, preceding the year of the leave, the employee will be paid a reduced percentage of applicable annual salary.
- (b) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque of the month the employee's leave is to commence and will continue to be deducted for a period not to exceed sixty (60) months.
- (c) All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- (d) In the year of the leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly instalments. The residual amount will continue to earn interest, any adjustment of accumulation will be paid on the twenty-sixth (26) instalment.

41.05 Benefits

- (a) While an employee is enrolled in the Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had they not been enrolled in the Plan.
- (b) An employee's benefits will be maintained during their leave. The employee will pay employee and employer's share of the premiums/contributions of the benefit plan.
- (c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had she/he not enrolled in the Plan.
- (d) The period of the leave shall not be counted for continuous service, nor shall any other leave provisions accrue during the period of leave.
- (e) If the employee so chooses, they may elect the period of leave as pensionable service. If this option is exercised, they shall pay the employer and employee shares of the contributions to the Pension Plan during the period of leave.
- (f) Time spent on such leave shall not be counted for pay increment purposes.
- (g) LTD1 and sick leave do not apply in the event of a disabling injury arising out of alternate employment.

Notwithstanding the above, the conditions of the carriers of the benefit plans shall prevail.

41.06 Withdrawal from Plan

- (a) An employee may withdraw from the Plan only for financial reasons beyond their control and provided notice is given at least ninety (90) calendar days prior to the date on which the leave was to have commenced. Any exceptions to the aforesaid shall be at the discretion of the Employer.
- (b) An employee who withdraws from the Plan shall be paid a lump sum amount equal to any monies deferred plus interest accrued. Payment shall be made within sixty (60) calendar days of withdrawal from the Plan.
- (c) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- (d) Any payment shall be subject to the Income Tax laws respecting lump sum payments.

41.07 Deferral

The leave may be postponed for one year by the College for operational reasons, provided the employee is advised not later than ninety (90) calendar days prior to the date the leave was to have commenced.

41.08 Return to Position

- (a) An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.
- (b) The employee shall confirm their return date at least two (2) weeks prior to the expected date of return.

ARTICLE 42 - LEAVE - OTHER

42.01 Court Leave

Leave of absence with pay shall be given to every employee, other than an employee on suspension, who is required other than in the performance of the duties of their position:

- (a) to serve on a Jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held
 - (i) in or under the authority of a court of Justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons;

(iv) before a Legislature or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(v) before an Arbitrator or Umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when they can do so in time to complete at least one-half (½) day's work.

(c) Where a Yukon College employee working in the Whitehorse Correctional Centre is subpoenaed to attend as a witness in any proceeding held before a court during off-duty hours, as a result of the performance of their duties or to testify before an Administrative Inquiry Board, pursuant to the Corrections Act, during their off-duty hours, they shall be entitled to the greater of

(i) compensation at the rate of time and one-half (1½T) for all hours worked; or

(ii) compensation equivalent to four (4) hours' pay at the straight time rate.

42.02 Injury on Duty Leave

(a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Compensation Board that they are unable to perform their duties because of

(i) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;

(ii) sickness resulting from the nature of their employment;

(iii) overexposure to radioactivity or other hazardous conditions in the course of their employment; or

(iv) a personal injury, where an off-duty Yukon College employee working at the Whitehorse Correctional Centre is a victim of assault or an act of violence by a past inmate and such assault or act of violence arises as a result of that employee performing their normal responsibilities within the Correctional Institute, and not caused by their own misconduct;

if the employee agrees to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, illness or exposure.

(b) When an employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave.

(c) When an employee has been granted injury-on-duty leave with pay, in accordance with Clause 42.02 (a), the employee shall earn sick, special, vacation, travel bonus, and any other credits in accordance with this agreement.

- (d) An employee who has been in receipt of injury-on-duty leave may request a letter from the Workers' Compensation Board to verify their claim, if required for taxation purposes.

42.03 Maternity Leave:

- (a) Every employee who becomes pregnant shall notify the Employer in writing of the pregnancy at least **four weeks before the day she intends to commence the leave**, and, subject to subsection (b), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) **consecutive** weeks consisting of two periods as follows:
- (i) a maximum of eleven weeks prior to the expected termination date of the pregnancy; and
 - (ii) notwithstanding (a) above an employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy;
 - (iii) an employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury as defined in Article 38 shall include medical disability related to pregnancy.

At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

- (b) Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of the pregnancy, the Employer may request submission of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of the pregnancy and/or provide to the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period.
- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (d) **An employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four (4) weeks notice in writing of the day she intends to return to work.**
- (e) **The Employer may, at any time within the period of six (6) weeks preceding the probable date of birth of the child, require an employee to commence a maternity leave of absence.**
- (f) Supplementary Employment Benefit Plan

The following provisions shall apply only to full-time and part-time employees:

- (i) After completion of one (1) year continuous employment, an employee who

- (1) agrees to return to work for a period of a least six (6) months after the expiry of their maternity leave, and
 - (2) provides the Employer with proof that she has applied for Employment Insurance Benefits and H.R.D.C. has agreed that the employee is qualified for and is entitled to such benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefits Plan.
- (ii) An employee under paragraph (i) above shall sign an agreement with the Employer providing that:
- (1) she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
 - (2) she will work for a period of at least six (6) months after her return to work; and
 - (3) should the employee fail to return to work as per the provisions of sub-paragraph(1) and (2) above, for reasons other than death, lay-off or disability, the employee agrees that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (iii) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (1) where the employee is subject to a waiting period of two **(2)** weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period, less any other monies received during this period; and
 - (2) for up to a maximum of fifteen **(15)** weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of her weekly rate of pay, less any other monies received during this period.
- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:
- (1) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave; and
 - (2) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.
 - (3) where an employee becomes eligible for a pay increase or an economic adjustment during the SEB plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (1) and (2) above shall be adjusted accordingly.

- (v) Employees on layoff status shall not be entitled to receive any payment under the S. Plan.

Notwithstanding the foregoing, the College agrees to comply with the current *Employment Insurance Act* and the current *Employment Standards Act*.

42.04 Adoption Leave

- (a) An employee who adopts a child shall, subject to at least **four (4)** weeks' notice to the Employer, be granted leave without pay for a period not to exceed twenty-six (**26**) weeks for the purpose of adoption. Such leave may not **normally** commence at a date earlier than one (**1**) week prior to the expected date of adoption.

The parties agree that it is not the intent for an employee to be granted adoption leave where there was a pre-existing relationship between the employee and the child being adopted.

- (b) The employee shall be required to furnish proof of adoption.
- (c) Where both parents are employees of Yukon College, they may both apply for adoption leave provided the combined total of such leave does not exceed twenty-six (**26**) weeks and is taken in a single continuous period by each of the employees.
- (d) Notwithstanding any other provision in this agreement an employee shall be granted at any time, at the employee's option, up to three (3) days special leave with pay once only, to be taken within thirty (30) days of the adoption.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (f) **An employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four (4) weeks notice in writing of the day she intends to return to work.**
- (g) Supplementary Employment Benefit Plan

The following provisions shall apply only to full-time and part-time employees.

- (i) After completion of one (**1**) year continuous employment, an employee shall be paid an adoption leave allowance in accordance with the Supplementary Employment Benefit Plan provided that employee
 - (1) agrees to return to work for a period of at least six (6) months after the expiry of their adoption leave, and
 - (2) provides the Employer with proof that they have applied for Employment Insurance benefits and the H.R.D.C. has agreed that the employee is qualified for and is entitled to such benefits pursuant to the *Employment Insurance Act*
- (ii) An employee under paragraph (i) above shall sign an agreement with the Employer, providing that

- (1) they will return to work after the expiry of their adoption leave, unless this date is modified with the Employer's consent; and
 - (2) they will work for a period of at least six (6) months after their return to work; and
 - (3) should the employee fail to return to work as per the provisions of sub-paragraph(1) and (2) above, for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the employer for the full amount received as adoption leave allowance.
- (iii) In respect of the period of adoption leave, adoption leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following
- (1) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance adoption benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for each week of the two-week waiting period, less any other monies received during this period; and
 - (2) for up to a maximum of **ten (10) weeks**, payment equivalent to the difference between the employment insurance benefits that the employee received at the actual time of the adoption leave and ninety-three per cent (93%) of their weekly rate of pay, less any other monies received during this period. **Benefits may be increased to fifteen (15) weeks if the child is six months or older at the time of arrival in the home and suffers from a physical, psychological or emotional condition that requires extended care.**
- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be
- (1) for a full-time employee, the weekly rate of pay for the classification prescribed in their certificate of appointment to their position to which they are entitled on the day immediately preceding the commencement of their adoption leave;
 - (2) for a part-time employee, the weekly rate of pay for the classification prescribed in their certificate of appointment to their position to which they are entitled on the day immediately preceding the commencement of their adoption leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) months period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.

Where an employee becomes eligible for a pay increase or an economic adjustment during the SEB plan period set out in paragraph (iii) above the employee's weekly rate of pay in sub-paragraphs(1) and (2) above shall be adjusted accordingly.

- (v) Employees on layoff status shall not be entitled to receive any payment under the SEB Plan.

42.05 Parental Leave

- (a) **An employee who intends to request parental leave shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child, and subject to sections (b), (c) and (d) of this clause, shall be granted parental leave without pay for a**

- period beginning on the date of the birth of the child or for adoptive parents, the date the child arrives home (or at a later date requested by the employee) or on completion of maternity or adoption leave, and ending not later than twenty-six **(26)** weeks later.
- (b) Where an employee intends to take parental leave in addition to maternity or adoption leave, the employee must begin the parental leave immediately following the expiry of maternity or adoption leave without a return to work.
 - (c) The Employer may require an employee to submit a birth certificate of the child.
 - (d) Where both parents are employees of Yukon College, the parental leave may be taken wholly by one of the employees, or be shared by both employees provided the combined total of such leave does not exceed twenty-six **(26)** weeks and is taken in a single continuous period by each of the employees.
 - (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
 - (f) An employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four **(4)** weeks notice in writing of the day she intends to return to work
 - (g) Supplementary Employment Benefit Plan

The following provisions shall apply only to full-time and part-time employees.

- (i) After completion of one **(1)** year continuous employment, an employee shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit **Plan**, provided that employee
 - (1)** has not received leave allowance payments for maternity or adoption leave,
 - (2) agrees to return to work for a period of at least six (6) months after the expiry of the parental leave, and
 - (3) provides the Employer with proof that he/she has applied for Employment Insurance benefits and that the H.R.D.C. has agreed that the employee is qualified for and entitled to such benefits pursuant to the *Employment Insurance Act*.
- (ii) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that
 - (1)** he/she will return to work after the expiry of the parental leave, unless this date is modified with the Employer's consent; and
 - (2) he/she will work for a period of at least six (6) months after the return to work; and
 - (3) should the employee fail to return to work as per the provisions of sub-paragraph (1) and (2) above, for reasons other than death, lay-off or disability, the employee agrees that he/she is indebted to the Employer for the full amount received as parental leave allowance.

(iii) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following

- (1) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance parental benefits, an allowance of ninety-three per cent (93%) of his/her weekly rate of pay for each week of the two-week waiting period less any other monies received during this period; and
- (2) for up to a maximum of **ten (10)** weeks, payments equivalent to the difference between the employment insurance benefits that the employee received at the actual time of the parental leave and ninety-three percent (93%) of his weekly rate of pay, less any other monies received during this period. **Benefits may be increased to fifteen (15) weeks if the child is six months or older at the time of arrival in the home and suffers from a physical, psychological or emotional condition that requires extended care.**

(iv) The weekly rate of pay referred to in paragraph (iii) above shall be:

- (1) for a full-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to the position to which he/she is entitled on the day immediately preceding the commencement of his parental leave; and
- (2) for a part-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to the position to which he/she is entitled on the day immediately preceding the commencement of the parental leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.

Where an employee becomes eligible for a pay increase or an economic adjustment during the SEB plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (1) and (2) above shall be adjusted accordingly.

(v) Employees on layoff status shall not be entitled to receive any payment under the SEB Plan.

42.06 Casual Leave with Pay

At the discretion of the Employer, an employee may be granted casual leave with pay to a maximum of two (2) hours for purposes of special or unusual nature. Such casual leave shall not be deducted from any earned leave credits.

42.07 Leave Without Pay for Personal Needs

- (a) An employee shall be eligible for leave without pay for personal needs after they have completed at least three (3) years of full-time work at the College.
- (b) Employees may be granted leave without pay for personal needs for any purpose, subject to the following provisions:

- (i) leave may be granted for a period of up to six (6) months. An extension of up to six months may be granted by the Employer.
- (ii) leave without pay in excess of one continuous month for personal needs other than Maternity, Paternity and Adoption leaves shall not be counted for the calculation of continuous service for pay increments and Travel Assistance purposes; benefit and contribution payments, including the Employer's share, shall be the sole responsibility of the employee.
- (c) Upon returning from leave without pay for personal needs, the employee shall be returned to their former position and salary, **as** a first priority. In the event that this obligation cannot be met, the employee shall be returned to a position similar to their former position and salary. Leave without pay granted for personal needs in excess of one continuous month other than Maternity, Paternity and Adoption leaves will not be counted towards the calculation of continuous employment.
- (d) The employee is expected to return to the College upon completion of their leave for a period of at least equal to that for which the leave was granted.
- (e) An employee on this leave for longer than one (1) month shall confirm their return, in writing, two (2) weeks prior to the expiration of their leave. An employee who fails to confirm such return as required, except for reasonable grounds, is deemed to have terminated their employment with the College.
- (f) Leave without pay for personal needs will not be used in conjunction with **any other leave** without the consent of the Employer.

OTHER BENEFITS

ARTICLE 43 - MEDICARE, L.T.D., HEALTH AND GROUP INSURANCE PREMIUMS

- 43.01 (a) The Employer will pay seventy-five percent (75%) of the cost of employee medicare, L.T.D. and Health premiums.
- (b) The Employer will pay fifty percent (50%) of the cost of employee insurance premiums. Amendments to the Plans will be developed jointly.

ARTICLE 44 - DENTAL CARE PROGRAM

- 44.01 Details of the Plan will be developed jointly by the Parties and the premiums shared equally: 50% employer, 50% employee.

ARTICLE 45 - STAFF TRAINING AND DEVELOPMENT

45.01 Staff Training and Development Team

- (a) In recognition of the importance of staff training and development activities in enhancing the skills and abilities of employees in the performance of their duties, the Employer and the Union agree to the establishment of the Staff Training and Development Team.
- (b) The Team will consist of two managers as designated by the President, three bargaining unit employees, and the Manager of Human Resource Services. The Team may invite additional members as required Terms of Reference are to be drawn up by the Team and approved by the President.
- (c) The Staff Training and Development Handbook prepared by the Staff Training and Development Team and Human Resource Services shall be used as policies, procedures and guidelines for staff training and development to ensure fair and equitable access.
- 45.02 (a) An employee must obtain approval from their supervisor before attending any training or professional development activity. The supervisor's approval will not be unreasonably withheld.
- (b) Should a supervisor not support an application for training or development, she/he must, if requested, provide in writing the rationale for the decision within one week.

45.03 Status of Employee on Return from Professional Development

On return from professional development leave, the employee is entitled to return to the same or equivalent position.

45.04 Entitlement to Courses at the College

Employees will be allowed to participate in courses offered by the College without payment of tuition fees, in accordance with the following provisions:

- (a) a course designed for and purchased by a specific outside organization will be excluded;
- (b) the employee will pay for any books, supplies, materials or other ancillary fees;
- (c) there will be no displacement of fee paying students.

45.05 Staff Training and Development Funds

The funding for Staff Training and Development will be done on an annual basis as part of the College budgeting process. The minimum allocation of \$85,000 for the duration of this agreement. The funds will be administered by the Staff Training and Development Team. Funds will be made available to bargaining unit, confidential exclusions and management personnel.

45.06 Children of Staff Members

Children, step-children and spouses of permanent staff members are eligible for a 25% tuition reduction on courses taken at Yukon College

ARTICLE 46 - IN-SERVICE

46.01 During College In-services, every effort will be made to ensure all interested College employees are able to participate.

ARTICLE 47 - TRAVEL ASSISTANCE: (it is understood that the following benefit is earned on a pro-rated basis, based on actual hours, for other than full time employees):

47.01 Travel Assistance: A full-time employee who completes one year of continuous service with Yukon College is entitled to \$2750 which shall be paid annually on the anniversary of their initial date of hire. Part time employees shall receive a prorated amount based on actual hours worked. Income tax will not be withheld from this payment unless otherwise requested in writing by the employee.

47.02 An employee shall be paid on lay-off or death, a pro-rated, based on actual hours, Travel Assistance based on the number of completed months worked since their last qualifying date or the commencement of their employment, but in any event, for a period not exceeding twelve (12) months.

ARTICLE 48 - COMMUNITY ALLOWANCE

48.01 Effective the signing date of this Collective Agreement

- (a) an employee whose headquarters area (area in which the position is established) Carcross, shall receive an annual community allowance of six hundred dollars (\$600.00) which will be paid in twelve (12) monthly instalments over the year;
- (b) an employee whose headquarters area is Haines Junction or Teslin shall receive an annual community allowance of one thousand dollars (\$1,000.00) which will be paid in twelve (12) monthly instalments over the year;
- (c) an employee whose headquarters area is Watson Lake or Carmacks shall receive an annual community allowance of one thousand four hundred dollars (\$1,400.00) which will be paid in twelve (12) monthly instalments over the year;
- (d) an employee whose headquarters area is Dawson City, Mayo, Ross River, Pelly Crossing, or Faro shall receive an annual community allowance of one thousand eight hundred dollars (\$1,800.00) which will be paid in twelve (12) monthly instalments over the year;
- (e) an employee whose headquarters area is Old Crow shall receive an annual community allowance of eight thousand two hundred dollars (\$8,200.00) which will be paid in twelve (12) monthly instalments over the year;
- (f) community allowance payments will be paid at the end of each month for the previous month; all part-time employees will be paid on a pro-rated basis.

ARTICLE 49 - REMOVAL EXPENSES

49.01 The Employer will pay removal expenses (in accordance with the Employer's Policy on Removal Expenses on Initial Hire) for employees who are rejected on probation during their initial probationary period or extension of their initial probationary period or who are laid off provided

- (a) the Probationary employee initially received removal expenses from Yukon College on hire;
- (b) the Probationary employee certifies their intention to leave their place of employment;
- (c) in the case of an employee who is laid off and the employee certifies their intention to leave their place of employment; and
- (d) the employee submits a claim for reasonable removal costs to the Employer;

The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to their place of employment.

49.02 The Employer will pay removal expenses (in accordance with the Employer's Policy on Transfer Expenses) under the following conditions:

- (a) where the Employer has directed that an employee transfer ~~from~~ one location to another; and

- (b) where an Employee has requested and at the discretion of the Employer has been granted transfer from one location to another.

ARTICLE 50 - STAFF ACCOMMODATION

50.01 Employees Transferred from One Community to Another

Yukon College will provide support to any employee's application to Yukon Housing Corporation for staff accommodation.

ARTICLE 51 - TRAVEL BONUS FOR EMPLOYEES OUTSIDE OF WHITEHORSE

- 51.01** (a) All employees, whose headquarter areas are outside the City of Whitehorse shall be entitled to earn the following Travel Bonus Credits on a quarterly (3 month) basis, as follows:

Carcross, Teslin, Carmacks
and Haines Junction

One and one-half (1½) days
per quarter (3 months)

All Other Communities

Two (2) days per quarter (3 months)

- (b) An employee who works ten (10) days in the quarter shall be granted credits as in (a) above.
 - (c) Subject to operational requirements, an employee shall be granted their earned Travel Bonus Credits by completing the appropriate Leave Request Form.
 - (d) In order to ensure employees are aware of and have the opportunity to use their full entitlement to this benefit, the employer commits to provide quarterly leave benefit statements for each employee.
 - (e) Any credits unused at June 30 will be forfeited.
- 51.02** (a) All employees whose headquarter areas are outside the City of Whitehorse shall be entitled to submit a claim once per fiscal year to recover the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive. Effective July 1, 1998 it is agreed that an employee may claim only once in a 12 month period.
- (b) "Current" means the mileage rate in effect on the date the employee submits their claim, and the "round trip" shall be based on the official road mileage distance from the employee's community to Whitehorse and return.
 - (c) Employees resident in Old Crow shall be entitled to submit a claim once per fiscal year to recover the cost of one (1) round trip to Whitehorse, at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive, or alternatively claim one (1) economy return air fare, provided the employee travels by air, from Old Crow to Whitehorse, for the employee, their spouse, and one child.

ARTICLE 52 - SAFETY FOOTWEAR ALLOWANCE

52.01 On the 1st of April, full-time employees who are required to wear safety footwear as prescribed under the *Occupational Health and Safety Act* will receive a \$75.00 footwear allowance.

ARTICLE 53 - UNIFORMS

53.01 The College will provide two (2) uniforms per year to each kitchen worker.

PART-TIME EMPLOYEES

ARTICLE 54 - PART-TIME EMPLOYEES

54.01 General

Other than as noted in the clauses below, the terms and conditions of this Agreement apply to all part-time permanent employees.

54.02 Pay

A part-time employee is entitled to be paid bi-weekly or hourly for services rendered in accordance with

- (a) their average number of hours worked per week in comparison to full-time employee performing similar duties; and
- (b) the classification of the position to which they are appointed.

54.03 Overtime

A part-time employee is entitled to receive overtime compensation in accordance with Article 29, when work has been authorized in advance by the Employer in excess of normal daily or weekly hours of work performed by a full-time employee in the same classification and/or when work is authorized in advance of the Employer in excess of the same number of consecutive working days as a full-time employee in the same classification. It is understood that part-time employees may refuse to work any additional time beyond their schedule.

54.04 Designated Paid Holiday

- (a) When a designated paid holiday falls on a non-scheduled working day, a part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over a two week period immediately preceding a designated paid holiday.
- (b) When a designated paid holiday falls on a scheduled working day or is moved to a scheduled working day on which the employee is not required to work, a part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over the two week period immediately preceding a designated paid holiday.
- (c) **A** part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Clause **29.05** of this Collective Agreement.
- (d) Designated paid holidays referred to in this Article are those contained in Article **34**.

.05 Vacation Leave

A part-time employee shall earn vacation leave credits in proportion to the average number of hours worked per week in relation to a full-time employee in the same classification as specified in Article 25.

54.06 Sick and Special Leave Credits

A part-time employee shall earn sick and special leave credits in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

54.07 Travel Assistance

A part-time employee shall be entitled to Travel Assistance in accordance with the terms of the Collective Agreement in force on the date they became eligible to claim.

54.08 Travel Bonus for Employees Outside of Whitehorse

A part-time employee shall be entitled to a Travel Bonus in proportion to the average number of hours worked per week in relation to a full-time employee in the same classification.

WORKING CONDITIONS

ARTICLE 55 - SAFETY AND HEALTH

- 55.01** The Employer shall ensure that the safety and health at work of every person employed by the employer is protected. Employees will cooperate with the Safety and Health Committee established for the work place where the employee is employed.
- 55.02** (a) In accordance with Clause 55.01, the Employer and the Union jointly have commenced and will continue to establish Health and Safety Committees. It is agreed and understood that at no time will the Union's representatives constitute less than one-half (1/2) of the representatives of the Committee.
- (b) The Committee shall select its own Chair. Minutes of all meetings shall be forwarded to the Union and to the Employer.
- (c) Each Committee shall establish its **own** procedures but are encouraged to pre-schedule regular monthly meetings which may be cancelled by the Chair should there be no business to pursue. Extra meetings may be called by the Chair in necessary emergency situations.
- (d) An employee shall suffer no loss of pay for serving on a Health and Safety Committee.
- 55.03** The Safety and Health Committee
- (a) shall receive, consider and expeditiously process complaints relating to the safety and health of the employees represented by the committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;
- (c) shall cooperate with any occupational health service established to serve the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- (f) may develop, establish and maintain programs, measures and procedures related to the safety and health of employees;
- (g) shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- (i) shall cooperate with safety officers;

- (j) may request from an employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (k) shall have full access to all government and employer reports relating to the safety and health of the employees represented by the committee, but shall not have access to the medical records of any person except with the consent of that person.

55.04 Employees are encouraged to refer safety matters to their immediate supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and supervisors are encouraged to refer safety issues to the Chair or the regional representative.

55.05 Where, by law or a requirement of the Employer, an employee is required to undergo a medical examination to continue to meet a condition of employment, and the cost of such an examination is not covered by a medical insurance policy, the cost of such a medical examination will be borne by the Employer.

55.06 Yukon Occupational Health and Safety Act

To remove any uncertainty, it is agreed that the *Yukon Occupational Health and Safety Act* applies to this Collective Agreement.

ARTICLE 56 - DISCRIMINATION

56.01 The parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practiced by employees, the union or the employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation or membership or activity in the union.

ARTICLE 57 - HARASSMENT

57.01 The Alliance, the employees and the Employer recognize that every employee can expect to be treated fairly in the workplace in an environment free of discrimination, and personal or sexual harassment. Any behaviour which denies individuals their dignity and respect and is offensive, embarrassing, humiliating will not be tolerated. Harassment of another employee or of a College client carrying out duties or providing goods, services, facilities, or accommodation constitutes a disciplinary infraction and will be dealt with severely. The use of authority or position to intimidate, coerce or harass is strictly forbidden.

57.02 Personal harassment is any behaviour by any person that is directed at and is offensive to an employee or endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee. Sexual harassment is comprised of offensive sexual comments, gestures or physical contact that a person knew or reasonably ought to have known would be deemed objectionable or offensive, either on a one-time basis or in a continuous series of incidents, however minor. Generally, sexual harassment is behaviour of a sexual nature that is deliberate and unsolicited. Sexual harassment is coercive and one-sided and both males and females can be victims of it. However, the abuse of authority does not include the legitimate exercise of individual supervisory powers and authority.

In investigating harassment allegations, the test of whether harassment has occurred will be that "reasonable person" would conclude harassment had occurred.

During the life of this agreement, the Employer agrees to provide education related to this matter.

Abuse of authority occurs when an individual uses their authority or position with its implicit power to undermine, sabotage or otherwise interfere with or influence the career of another employee or in the provisions of goods and services to the public. This definition includes blatant acts of misuse of authority such as intimidation, threats, blackmail and coercion.

- 57.03** (a) An employee who believes that they have been harassed may file a Grievance within ninety (90) working days of the alleged harassment.
- (b) **Any** level in the Grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- (c) For further clarification, a grievance meeting shall be convened within thirty (30) working days of the date of filing the Grievance, unless the Union and the Employer have mutually agreed to an extension.
- (d) Clause **12.17** shall apply to any person including employees of the bargaining unit, regardless of whether or not they are acting in a managerial or confidential capacity.
- (e) The Employer and the Union agree to exchange relevant information resulting from a Grievance filed under this Article. In such instances confidentiality must be maintained.

ARTICLE 58 - INVASION OF PRIVACY

- 58.01** The Employer agrees there will be no monitoring of electronic communication of employees, other than is reasonably required for billing, security reasons and systems integrity.

JOINT CONSULTATION

ARTICLE 59 - JOINT CONSULTATION

59.01 In recognition of the mutual desire of the parties to this agreement to maintain and enhance their relationship, there shall be constituted, for the term of this agreement a Joint Consultation Committee (JCC) composed of representatives of the parties to the agreement. An employee shall suffer no loss of pay or benefits for serving on the Joint Consultation Committee.

- 59.02** (a) The Joint Consultation Committee shall
- (i) meet once a month following the signing of this agreement, at a mutually agreed to time and place;
 - (ii) convene additional meetings at the request of either party.
- (b) The Joint Consultation Committee shall
- (i) discuss and attempt to arrive at mutually agreeable solutions to the problems or issues identified by either party;
 - (ii) not be a substitute for the process of a specific Grievance or grievance arbitration as set out in this Agreement and shall not consider specific matters that have been formally grieved or submitted to grievance arbitration in accordance with this agreement;
 - (iii) not make recommendations which will prejudice a member's rights under any other part of this Agreement; and
 - (iv) not have jurisdiction over wages or other matters of collective bargaining including the administration of this Agreement.

59.03 The Joint Consultation Committee shall consider as appropriate matters for Joint Consultation the following:

1. Third (3rd) Party Contracts;
2. Harassment Grievance Investigation Procedures;
3. Notice of Re-assignment of Employees;
4. Employment Equity for Aboriginal Peoples, Women, Disabled and Visible Minorities;
5. Employee Orientation;
6. Staff Training and Development;
7. Code of Ethics;
8. Training and other measures to deal with the impact on the employees of technological and other change;
9. Academic Rights and Freedoms;

10. Environmental Protection;
11. Safety and Health Practices;
12. Restrictions on Outside Employment;
13. Travel and Subsistence Allowances;
14. Provisions to the Alliance of Employer Manuals and Directives;
15. Cold Weather Travel Policy;
16. Staff Uniforms and Clothing;
17. Parking Privileges;
18. Relocation Allowances;

The numbering above reflects priorities identified by the negotiating team.

The Employer agrees that in the matters identified above, new policies will not be introduced and existing regulations and directives will not be cancelled nor amended in such a way to affect employees covered by this Agreement until such time as the Alliance has been provided an opportunity to consider and consult on the proposals.

59.04 The Joint Consultation Committee may

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

For the purposes of this Article, notices and correspondences shall be between the President of the Yukon College Employees' Union and the President of Yukon College.

ADVISORY SEARCH COMMITTEE

ARTICLE 60 - ADVISORY SEARCH COMMITTEES

Advisory Search Committees shall shortlist candidates and/or interview candidates, and recommend appointment.

60.01 President/Vice-Presidents

Selection of the President/Vice-Presidents is the duty and responsibility of the Employer. It is recognized, however, that the President/Vice-Presidents should be selected only after wide consultation within the College community. Therefore, before making an appointment of a President or Vice-presidents, the Employer will establish an Advisory Search Committee.

The Committee will be comprised of at least two members of the Bargaining Unit. The Union shall select its members for such committee(s).

60.02 Directors, Deans, and Managers

The Advisory Search Committees will consist of at least one Bargaining Unit member ~~from~~the program/service area concerned.

60.03 Faculty/Non-Faculty

Each division shall establish an Advisory Search Committee consisting of the Dean and/or a Director/Manager or designate, Human Resources Manager or designate, and at least one faculty/non faculty from the program/service area concerned.

60.04 Establishment

The Union shall provide the Employer with the names of employees appointed to the Selection Advisory Committee for .01 and .02 no later than the closing date for applications.

COPYRIGHT

ARTICLE 61 - COPYRIGHT

61.01 Except **as** may be otherwise mutually agreed between the employee and the College, a work produced by **an** employee for the purpose of advancing the attainment of the educational objectives of the College or produced with College resources shall be and remain the property of the College.

Other **works** produced by an employee on the employee's own time shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada) and in particular Section 12(3) thereof.

DURATION AND RENEWAL

ARTICLE 62 - RE-OPENER

62.01 This Agreement may be amended by mutual consent.

ARTICLE 63 - DURATION AND RENEWAL

63.01 The duration of this Agreement shall be ~~from~~ July 01, 1998 to June 30, 2000 and will continue in force until a new collective agreement is signed.

LETTERS OF UNDERSTANDING
BETWEEN
PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYEE)
AND
YUKON COLLEGE BOARD OF GOVERNORS

LETTER OF UNDERSTANDING A

JOB SECURITY

- a) During the life of the agreement the employer shall maintain the current total number of positions as at July 1, 1997 and the relative proportions of current employment categories, nature of employment (full-time vs. part-time), and status of employment (indeterminate vs. term). However, the Employer may consider reassignment and layoffs.
- b) The Employer further agrees not to reduce or eliminate any position as the result of the implementation of the new administrative computer system.
- c) The Employer will work collaboratively with staff to identify areas of declining enrollment or declining demand so marketing efforts or alternatives can be targeted at those programs.
- d) Notwithstanding Article 6.01, during the life of this agreement, when a position is eliminated or when hours of work are reduced by more than 33%, the Employer will provide the affected employee(s) with notice of layoff. The employee shall be given six months notice in writing of the effective date of layoff or six (6) months salary and benefits in lieu of such notice. The option of providing six (6) months notice or payment in lieu of such notice shall be decided by the Employer.

LETTER OF UNDERSTANDING B

CODE OF ETHICS

(1) Recognizing that there are general principles which provide guidance to our activities and interrelationships, the College will, through the Joint Consultation Committee, develop a general set of guidelines for ethical conduct of the employer and employee. The Joint Committee may wish to consider, but is not limited to, the following:

(a) Expectations and Standards of Conduct with respect to relationships among the following:

- (i) Student and/or client,
- (ii) General public,
- (iii) Yukon College,
- (iv) YCEU,
- (v) Employees, and
- (vi) Employer.

There may be other relationships identified through Joint Consultation.

(b) Reference to Academic Rights and Freedoms

(c) Dispute/Complaint Resolution Process

The Joint Consultation Committee is to refer to the "Code of Ethics" as drafted by the Yukon College Faculty Association and any relevant legislation, such as the Yukon *Human Rights Act* and the *Canadian Charter of Rights and Freedoms*.

Joint Consultation to make recommendations on Code of Ethics within one year. If ratified, the Collective Agreement shall be amended to include the recommendations.

LETTER OF UNDERSTANDING C

ACADEMIC RIGHTS AND FREEDOMS

Academic rights and freedoms shall be referred to the Joint Consultation Committee.

Joint Consultation to make recommendations on Academic Rights and Freedoms within one year. If ratified, the Collective Agreement shall be amended to include the recommendations.

LETTER OF UNDERSTANDING

THIRD PARTY FUNDING ARRANGEMENTS

Bargaining unit positions created through third-party funding arrangements shall be covered by the collective agreement except for Articles 7 and 14.

Before finalizing any third-party funding arrangements, the College will advise all program/service areas directly affected.

Third party funding includes all funding arrangements except the annual base grant and tuition.

The provisions above shall be applicable until amended by the Joint Consultation Committee.

Current employees will not suffer a job loss as a direct result of third-party funding arrangements.

LETTER OF UNDERSTANDING

AD HOC COMMITTEE ON EMPLOYMENT CATEGORIES

A committee of equal representatives from both parties will assess, review and make recommendations with respect to categories of employees, as well as the relevant recruiting and evaluation processes.

LETTER OF UNDERSTANDING F

HARASSMENT INVESTIGATIONS

The parties agree that new procedures and guidelines for handling harassment grievance investigations shall be developed by the Joint Consultation Committee.

LETTER OF UNDERSTANDING G

ARBITRATORS

The parties agree that with regard to Article 12 and Article 16 (Scope of the Bargaining Unit) and any other section of this Agreement (excluding Article 14.02) that may require Arbitration, the following persons are acceptable as Arbitrators:

Jane Emrich, Brian Keller, Owen Shime, Don Munroe, Judi Korbin or other names the parties may mutually agree to.

LETTER OF UNDERSTANDING - WORKLOAD TASK FORCE

Workload Task Force - The parties agree to establish a committee composed of equal representation from the Employer and faculty from the Bargaining Unit, one of whom shall be the Union President, to examine workload issues. The committee will research and provide recommendations within 6 months of the signing of the Collective Agreement for ratification by the principals on:

- instructional contact hours and related functions
- a workload distribution appeal process
- concerns regarding the under-utilization of **human** resources, and
- committee work.

The Committee shall, as part of its work, review the relevant policies and practices of comprehensive community colleges.

LETTER OF UNDERSTANDING I

SHORTAGES

1. Employees assigned responsibility for, and who have sole control of, College property, stock or cash may be required to reimburse the Employer of any shortages that occurred during the period that the employee had the responsibility and control.
2. Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to, College property, stock or cash will be limited to such amounts as can be found to have been caused by a particular employee(s). Only the employee(s) found responsible may be required to reimburse the Employer for the shortages.
3. All overages shall be utilized to offset shortages.
4. The Employer reserves the right to take disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the provisions of Article 11.
5. The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of property, stock or cash.

LETTER OF UNDERSTANDING J

LEAVE FOR UNION PRESIDENT

Provided the President of the Union is a member of the Bargaining Unit, the Employer agrees to provide half-time leave with pay (salary and benefits only) from the date of ratification of this agreement to June 30, 2000 and may only be extended by mutual consent. The intent of this undertaking is to improve communication with management and representation on joint union-management initiatives such as, but not limited to Joint Consultation, Staff Training and Development, and the Workload Committee.

LETTER OF UNDERSTANDING K

YUKON COLLEGE PENSION PLAN

The Parties agree that the Pension Plan forms part of the Collective Agreement and can only be amended by mutual agreement.

The parties agree that the Pension Committee can make recommendations for pension changes, and receive input ~~from~~ their respective advisors.

Any tentative agreement by the Pension Committee will be subject to ratification by the principals in the parties within 6 weeks after an agreement is reached.

The parties agree that providing sufficient surplus exists in the Pension Plan (as determined by Actuarial Review) the Employer's funding percentage will be established at a rate no higher than **1.39%**.

Should insufficient surplus funds exist **to** maintain this funding percentage, the parties agree **to** negotiate the decoupling of pension contributions to bargain in good faith and make every reasonable effort to reach an agreement.

LETTER OF UNDERSTANDING L

YUKON COLLEGE CAFETERIA

The parties recognize the long-range benefits of changing the cafeteria to a training facility. To that end it is understood that it is the employer's intent to transform the Food Service Unit to a Training Facility. It is further understood that should existing Food Service bargaining unit staff vacate their positions, the employer has the option to contract out the duties vacated.

It is understood that the practice for the temporary layoff in existence in 1996, of Cafeteria employees, will continue for the life of this agreement.

The Employer will have the ability to reassign existing cafeteria bargaining unit staff to other positions within the bargaining unit without decreasing the hours of work and the level of compensation of the employee(s).

YUKON COLLEGE PAY GRIDS

ANNUAL SALARY RANGE

LEVEL	MINIMUM	MAXIMUM
1	29,482	35,098
2	31,124	37,054
3	32,949	39,226
4	34,775	41,399
5	37,056	44,114
6	39,793	47,373
7	42,987	51,175
8	46,636	55,521
9	51,199	60,952
10	56,674	67,470
11	63,062	75,074
12	71,275	84,851

BI-WEEKLY SALARY RANGE

LEVEL	MINIMUM	MAXIMUM
1	1,130.10	1,345.37
2	1,193.04	1,420.35
3	1,262.99	1,503.60
4	1,332.99	1,586.90
5	1,420.42	1,690.97
6	1,525.34	1,815.89
7	1,647.77	1,961.63
8	1,787.64	2,128.22
9	1,962.55	2,336.40
10	2,172.42	2,586.25
11	2,417.28	2,877.72
12	2,732.10	3,252.49

APPENDIX A

MEMORANDUM

REGARDING

JOINT CLASSIFICATION

FINAL REPORT

MEMORANDUM

DATE: 9 July 1992

TO: President Seeth Seethram
All College Staff

FROM: Layne Marshal, Chair
Joint Classification Committee

RE: Final report

In accordance with the terms of reference provided to the Joint Classification Committee, we are happy to announce that we have completed the work assigned to the committee and will be forwarding our recommendations for a classification system as directed.

Specifically:

- The committee evaluated and agreed on a system of benchmark positions
- The benchmark positions were used to evaluate all other positions covered by the system
- The committee agreed upon and accepted the evaluation as presented by the Human Resource Services Department
- The committee reviewed computation points and point boundaries and agreed upon the levels and boundaries described below:

<u>Level</u>	<u>Point Boundaries</u>
1	55 - 70
2	71 - 90
3	91 - 110
4	111 - 130
5	131 - 160
6	161 - 190
7	191 - 230
8	231 - 270
9	271 - 330
10	331 - 390
11	391 - 470
12	471 - +

The committee was in full agreement with the final recommendations and the work performed to date. **As** such, the committee will not be referring any disputes for resolution and considers its mandate completed.

The final comment or recommendation that the committee wishes to make to the college is that the end was slow in coming. This was in part due to transitions on the committee. However, the committee feels strongly that a large part of the problem resulted from incomplete and inconsistent work on position descriptions. We therefore recommend in the strongest terms that concentrated effort be paid to producing position descriptions that are clear, complete and correct.

Original signed 09 July 1992 by: Layne Marshal, Will MacDonald, Nelson Ireland, Dilys Kluthe and Diney Williams.

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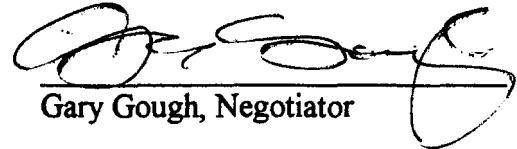
Signed at the City of Whitehorse, in the Yukon, this 11 day of May A.D. 2000.

Public Service Alliance of Canada

Yukon College



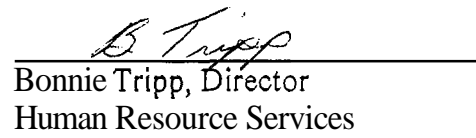
Jean-Francois Des Lauriers
Regional Executive Vice-president, North



Gary Gough, Negotiator



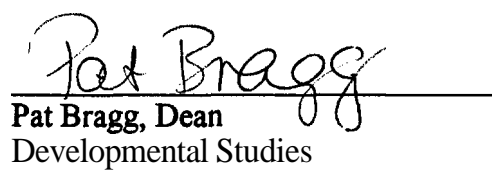
Grant Dunham, Negotiating Team Member



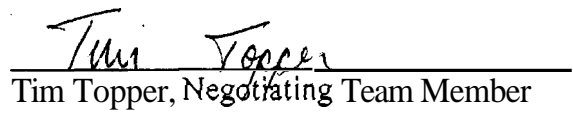
Bonnie Tripp, Director
Human Resource Services



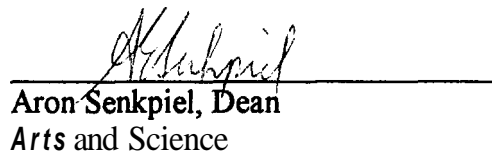
Doug Graham, Negotiating Team Member



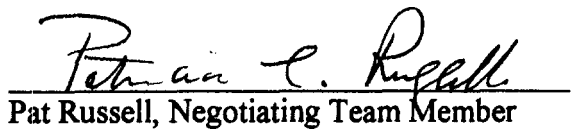
Pat Bragg, Dean
Developmental Studies



Tim Topper, Negotiating Team Member



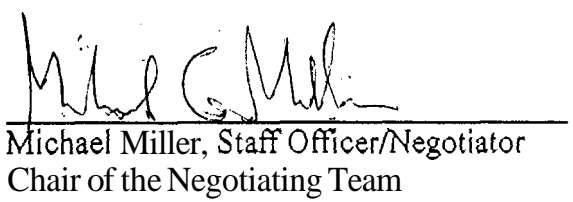
Aron Senkpiel, Dean
Arts and Science



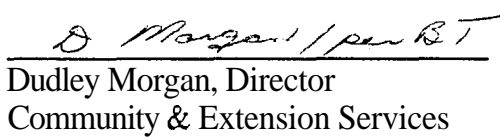
Pat Russell, Negotiating Team Member



Art Stephenson, Director
Student Services



Michael Miller, Staff Officer/Negotiator
Chair of the Negotiating Team



Dudley Morgan, Director
Community & Extension Services



JoAnne Braga, Secretary
Board of Governors