

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.

29.03 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 ($1\frac{1}{2}T$) 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 ($1\frac{1}{2}T$) 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 ($1\frac{1}{2}T$) 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. Effective July 1, 2001 shift premium will increase from one dollar (\$1.00) to one dollar and twenty-five cents (\$1.25). Effective July 1, 2002 shift premium will increase from one dollar and twenty-five cents (\$1.25) to one dollar and fifty cents (\$1.50).

(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 the above shift premium 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. Effective July 1, 2001 weekend premium will increase from one dollar (\$1.00) to one dollar and twenty-five cents (\$1.25). Effective July 1, 2002 weekend premium will increase from one dollar and twenty-five cents (\$1.25) to one dollar and fifty cents (\$1.50).

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 60 cents per hour for all regularly scheduled hours while so designated and for overtime hours worked when specifically designated as part of the overtime work.

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 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.

31.05 Abandonment of Position

An employee's unauthorized absence from work of five (5) consecutive working days may be considered by the Employer to be abandonment of the employee's position.

31.06 Severance Pay

Notwithstanding the above provisions, a full-time employee who has been employed in excess of 10 consecutive years in a full-time capacity, who takes a part-time position within two years of their retirement date shall receive full-time severance on retirement for the period of full-time employment and severance pro-

rated accordingly for the period of part time employment occurring within the two years referenced above.

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 traveling 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 traveling 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 in effect at the time of traveling;
- (7) compensatory leave earned during a twelve-month period ending June 30th of each year but not liquidated by December 31st 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;
- (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 25 of the current Collective Agreement.
- (11) All hours of overtime worked shall be compensated for in accordance with Article 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*. Such employees shall be entitled to one round trip to their home or headquarters area for every three-week period that they are temporarily assigned to duties elsewhere within the Yukon. The employees will be entitled to per diem benefits as per the College's *Policy, Guidelines and Procedures Manual* for the time of the travel and to appropriate overtime benefits if the travel must be taken outside of normal working hours.

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 (1½T) 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 access to their anticipated yearly vacation leave credits in advance on 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 shall earn vacation leave credits at the following rates (prorated for partial bi-weekly periods):

Years of Continuous Service	Bi-Weekly Accrual Rate
In the first and subsequent years	5.77 hours
In the fourth and subsequent years	7.21 hours
In the tenth and subsequent years	8.65 hours
In the fifteenth and subsequent years	10.10 hours
In the twentieth and subsequent years	11.54 hours

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

- (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 11.54 hours of vacation leave bi-weekly to a maximum of three hundred (300) hours 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, **except in special or unusual cases where credits may be carried forward past June 30 of the subsequent year with the written approval of the appropriate Dean or Director, such approval not to be unreasonably withheld.**

- 36.05
- (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.

Any part-time employee whose hours of work are increased at the direction of the Employer to full-time hours for the two weeks immediately prior to the Christmas

break and the two weeks immediately following the Christmas break shall receive the applicable full-time rate of pay, based on applicable full-time hours, for the three working days that fall between December 25 and January 1.

ARTICLE 38 - SICK LEAVE

38.01 Sick Leave Credits

- (a) An employee other than an employee on retiring leave, leave of absence without pay or under suspension shall earn sick leave credits at the rate of 4.33 hours bi-weekly (prorated for partial bi-weekly periods).
- (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 Director, Human Resource Services, 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 Director, Human Resource Services, 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 Director, Human Resource Services.
- (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 an employee appears to have a serious medical concern such that continuing or returning to work could do harm to the employee and/or others, a Dean or Director, on behalf of the Employer may request a medical certificate to confirm an employee's capability to perform the work safely. Any expense for the medical certificate will be paid by the College.
- (g) Where the employer terminates the employment of an employee on sick leave, 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.
- (h) 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.
- (e) **Notwithstanding the above provisions, and subject to the maximums identified in this Article, a full-time employee who has been employed in excess of 10 consecutive years in a full-time capacity, who takes a part-time position within two years of their retirement date shall receive eligible full time sick leave credits up to the equivalent of 60 full time days under clause (a) above in the form of a cash payout based on the applicable full-time daily rate of pay.**

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 their balance of unexpended sick leave entitlement as at the time of separation, to a maximum of sixty-five (65) days. 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) under Clause 38.05 (b). She/he is reappointed within 18 months. The employer will re-credit 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 18 months. The employer will re-credit that employee with 65 days of sick leave.

Employee C has 30 days credited sick leave at the time of termination after two years of employment. She/he is reappointed within 18 months. The employer will re-credit that employee with 30 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, leave without pay or on suspension shall have access to their anticipated yearly special leave credits in advance on July 1 of each year. An employee shall earn special leave credits at the rate of 1.73 hours bi-weekly (prorated for partial bi-weekly periods) to a maximum of 225 hours.

- (b) Notwithstanding the above a multiple of less than 1.73 hours 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 225 hours.

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, grandchild, biological or by marriage: **grandparent**, aunt or uncle, niece, nephew, son-in-law, sister-in-law, brother-in-law, daughter-in-law, ex-spouse who is a parent of the employee's child, 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, headstone potlatch or service for someone who is not a member of their immediate family.
- (e) At the discretion of the Director, Human Resource Services, where a death appears imminent, an employee may be granted paid leave beyond the maximum specified in (a) above, provided he/she has 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. **For the**

purposes of this clause the term sick shall include arrangements necessary for a family member to be moved to a care facility.

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 Director, Human Resource Services, 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 ($\frac{1}{2}$) day for medical, dental, optometrist, chiropractor appointments, parent/teacher interviews and taking immediate family members to medical and dental 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 two (2) days 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 Director, Human Resource Services, 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 Director, Human Resource Services, 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 percentage of the gross annual salary will be deducted in bi-weekly installments commencing with the first pay cheque of the month specified by the employee 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) For the duration of the leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly installments. The residual amount will continue to earn interest; any adjustment of accumulation will be paid on the final installment.

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 may be maintained during their leave. To do so, the employee will pay the employee's 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) LTD 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 must return to employment with the College upon completion of their leave for a period at least equal to that for which the leave was granted. The employee 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, layoff or unpaid leave of absence, who is legally required, other than in the performance of the duties of their position:

- (a) to serve on a Jury; or
- (b) to attend 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 or attendance so permit, the employee shall return immediately to work when he/she 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 willful 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) 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 at 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 subparagraph (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 (or less if so stipulated by legislation), 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 SEB 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 fifteen (15) weeks (or less if so stipulated by legislation), 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 his/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 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), and (c) 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) The Employer may
 - (i) defer the commencement of parental leave without pay at the request of the employee, such deferment will not extend beyond the twenty-six (26) weeks in (a) above; and/or
 - (ii) require an employee to submit a birth certificate of the child.
- (c) 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.
- (d) 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.
- (e) 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

(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 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 and Care of Parents

- (a) An employee shall be eligible for leave without pay for personal needs after they have completed at least one **(1) year** 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 (6) months may be granted by the Employer.
 - (ii) leave without pay in excess of **three** continuous months 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.

42.08 Leave Without Pay for Cultural Pursuits

Notwithstanding the provisions of Article 42.07, an employee may be eligible for up to five (5) days leave without pay per year for cultural pursuits.

42.09 **Compassionate Care Leave**

The Employer shall grant employees up to eight (8) weeks of compassionate care leave to care for a critically ill member of the employee's immediate family, in accordance with the Yukon Employment Standards Act.

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 **medicare, L.T.D. and the Health Plan provided to Yukon College employees and their dependents.**
- (b) The Employer will pay fifty percent (50%) of the cost of employee **life** insurance premiums.
- (c) **Amendments to the above 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 DEVELOPMENT AND TRAINING

45.01 Staff Development and Training 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 Development and Training Team.
- (b) The Team will consist of two management representatives as designated by the President, three bargaining unit employees as designated by the Union, and the

Director 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 in consultation with the Union.

(c) The Staff Development and Training Policy prepared by the Staff Development and Training 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 Development and Training Funds

The funding for Staff Development and Training will be done on an annual basis as part of the College budgeting process. The minimum allocation will be **\$100,000** per year. The funds will be administered by the Staff Development and Training Team. Funds will be made available to bargaining unit and confidential exclusions personnel.

45.06 Children and Spouses of Staff Members

Children, step-children and spouses of permanent staff members are eligible, in accordance with 45.04 (a), (b), and (c), for a **35%** tuition reduction on courses taken at Yukon College

ARTICLE 46 - IN-SERVICE

46.01 During College In-Services, the Employer shall make every effort 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 and employees who take a leave of absence of one (1) continuous month or more (excluding maternity, parental or adoption leave) 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.
- 47.03 An employee on leave of absence on his/her anniversary date will normally receive the travel assistance on the anniversary date but may request that the travel assistance be paid to him/her on the pay day prior to the start of the leave or may request deferral of the payment of the travel assistance until the first pay day following his/her return to work.