
ARTICLE 48 - COMMUNITY ALLOWANCE

- 48.01 (a) an employee whose headquarters area (area in which the position is established) is Carcross, shall receive a community allowance of \$23.00 bi-weekly;
- (b) an employee whose headquarters area is Haines Junction or Teslin shall receive a community allowance of \$38.33 bi-weekly;
- (c) an employee whose headquarters area is Watson Lake or Carmacks shall receive a community allowance of \$53.66 bi-weekly;
- (d) an employee whose headquarters area is Dawson City, Mayo, Ross River, Pelly Crossing, or Faro shall receive a community allowance of \$69.00 bi-weekly;
- (e) an employee whose headquarters area is Old Crow shall receive a community allowance of \$314.32 bi-weekly;
- (f) community allowance payments will be prorated for partial bi-weekly periods. 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 a 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 bi-weekly basis (prorated for partial bi-weekly periods), as follows:

Carcross, Teslin, Carmacks and Haines Junction	1.73 hours bi-weekly
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All Other Communities	2.31 hours bi-weekly
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(b) Subject to operational requirements, an employee shall be granted their earned Travel Bonus Credits by completing the appropriate Leave Request Form.

(c) 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.

(d) 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 each year, 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.

53.02 Custodial Clothing Allowance

On the 1st of September each year, an employee hired as a full-time permanent Custodian, Custodial Night Supervisor, or Custodial Supervisor will receive a \$150 clothing allowance. Part-time permanent custodial employees are entitled to a pro-rated amount of this clothing allowance based on their status on September 1.

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 Pay for Additional Hours

Part-time employees who work additional hours beyond their normal schedule up to those worked by a full-time employee in the same classification shall be paid out for such additional hours unless it has been mutually agreed by the employee and the employer to bank the additional hours at straight time for compensatory time off in lieu.

54.04 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 except in cases of emergency involving a risk to health or safety or as determined by emergency, police or governmental agencies.**

54.05 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.

54.06 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. Part-time employees who work additional hours beyond their normal schedule shall be paid out for additional leave credits earned on such hours unless it has been mutually agreed by the employee and the employer to bank such additional credits to be used as vacation leave with pay.

54.07 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.

54.08 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.

54.09 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.

54.10 Rest Periods

(a) The employer shall schedule paid rest periods per day of fifteen (15) minutes duration as follows:

3 – 5-1/2 hour shifts	1 rest period
6 – 7-1/2 hour shifts	2 rest periods

(b) Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

54.11 Meal Breaks

Employees working a shift of more than five (5) hours shall be entitled to a meal break. The employer shall schedule a meal break as close as possible to the mid-point of an employee's shift. The duration of the meal break may vary but shall not be less than one-half (1/2) hour duration.

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, ancestry including colour and race, national origin, religious affiliation or creed, sex including pregnancy, sexual orientation, ethnic or linguistic background, physical or mental disability, criminal charges or record, political belief, association or activity, marital or family status, association with individuals or groups identified by these grounds, membership or activity in the union, and any other grounds identified by the *Yukon Human Rights Act*.

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 an infraction **which may result in disciplinary action up to and including discharge and termination of employment for cause.** 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. It is behavior either in comment or conduct, that is unsolicited, and is known or ought reasonably to be known as unwelcome, which demeans or humiliates another person and which denies individuals their dignity and respect. Personal harassment includes, but is not limited to, abusive or belittling remarks or jokes, goading, sarcasm, speaking loudly in a threatening angry, intimidating and/or aggressive tone, swearing, and other actions that are disruptive to work production and the physical or psychological well-being of others.

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 that a person knew or reasonably ought to have known would be deemed objectionable or offensive. Sexual harassment is coercive and one-sided and both males and females can be victims of it.

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. 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 a "reasonable person" would conclude harassment had occurred.

- 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.

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

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.

ACADEMIC FREEDOMS AND RESPONSIBILITIES

ARTICLE 59 - ACADEMIC FREEDOMS AND RESPONSIBILITIES

59.01 The purpose of academic freedom is to provide security for fundamental academic values.

It is recognized that a college environment characterized by freedom of speech and of enquiry is important for the members to carry out the College purpose. Freedom of speech allows the College to function as an open forum for the exchange of ideas. Freedom of enquiry supports the College's commitment to the open investigation and interpretation of ideas.

The right to raise probing questions and challenges to beliefs of society are an important component of academic freedom.

The parties agree to respect the right of all members of the academic community to exercise their academic freedom.

The commitments, rights and responsibilities of members include three major related roles: to participate in the search for basic truths, and to communicate openly the results of this search; to develop creative scholarship in specific disciplines, within which the students participate in the process of rational enquiry; to encourage where feasible the generalized application of scholarship and research to the benefit of the college community and the common good of society.

Members are entitled to freedom, without any form of institutional censorship, to disseminate their knowledge both inside and outside the classroom, to conduct research which they believe will enhance knowledge and to communicate the results of such research consistent with the provision of the "Ethical Principles for the Conduct of Research in the North".

Members are entitled to exercise their political rights provided they respect their obligations to the Employer specified in the Collective Agreement.

59.02 Academic freedom does not require neutrality; rather it carries with it the duty to use that freedom in a manner consistent with the Yukon College Code of Ethics and the scholarly obligation to base research, teaching, publication and other forms of scholarly expression on an honest search for knowledge. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the College. In the exercise of academic freedom, members shall respect the academic freedom of others.

59.03 When exercising their rights of action and expressions as citizens or their rights under this Article, members are responsible to ensure that their private actions are not interpreted as representing Yukon College.

JOINT CONSULTATION

ARTICLE 60 - JOINT CONSULTATION

60.01 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.

60.02 (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.

60.03 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. The application of Article 45.04, “Entitlement to Courses at the College”**
8. Training and other measures to deal with the impact on the employees of technological and other change;
- 9.. Environmental Protection;
10. Restrictions on Outside Employment;
11. Travel and Subsistence Allowances;
12. Provisions to the Alliance of Employer Manuals and Directives;
- 13. Competitions and Appointments – General Guidelines**
14. Relocation Allowances;

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.

60.04 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.

ARTICLE 61 - ADVISORY SELECTION COMMITTEES

Advisory Selection Committees shall shortlist candidates and/or interview candidates, and recommend appointment. The Union shall select the bargaining unit members for such committees.

61.01 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 Selection Committee. The Committee will include at least two members of the Bargaining Unit.

61.02 Directors, Deans, and Managers

The Advisory Selection Committees will include at least one Bargaining Unit member from the program/service area concerned.

61.03 Permanent and Term Faculty/Non-Faculty

Each Division shall establish an Advisory Selection Committee. The Committee will include the Dean or a Director/Manager or designate, the Human Resources Director or designate, and two faculty/non faculty bargaining unit members, one from the program/service area concerned and one from another area of the College.

61.04 Establishment

The Union shall provide the Employer with the names of the bargaining unit employee(s) appointed to the Advisory Selection Committee no later than the closing date for applications.

COPYRIGHT

ARTICLE 62 – COPYRIGHT OWNERSHIP

62.01 The copyright or patent for any work product, including but not limited to creative work, instructional strategies, curriculum/instructional material, lecture materials, demonstrations, written or graphic materials, audio-visual materials, distance education materials, course outlines, testing materials and evaluation criteria, any other teaching aids which the employee develops/produces, acquires or

introduces into Yukon College, software, or any other material or technology that may be copyrighted or patented:

- (a) belongs to the employee(s) and shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns unless the Employee(s):
 - (i) have been hired or are paid or agree(s) to create and produce a copyrightable work product for the college, or
 - (ii) are given release time from usual duties to create and produce a copyrightable work product, or
 - (iii) are paid, in addition to regular salary, for their time to produce a copyrightable work product.
- (b) In the cases identified in (i), (ii) and (iii) above, the ownership of the copyright material belongs to the College.
- (c) Where the employee(s) utilizes material to support the employee(s) function at Yukon College, and such materials were created prior to their employment with the College, the ownership of the copyright will be retained by the employee(s).
- (d) Where an employee develops/produces materials on the employee's own time, outside the College without using Yukon College resources, systems, facilities, funds or staff, the employee will have sole ownership of such materials.

62.02 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee(s) holds the copyright pursuant to 61.01 (a), the College shall have a right to use his/her copyrighted materials in perpetuity, free of charge, for College purposes. The College may amend and update the copyrighted materials with the approval of the employee(s) holding the copyright to the material, such approval to not be unreasonably withheld, , or without the employee's approval should he/she no longer be employed at the College and the material supports course teaching and/or delivery. Such changes will be duly noted as made by Yukon College.

62.03 Employee(s) Rights to Materials Copyrighted by the Employer

Where the College holds the copyright pursuant to 61.01 (b), the Employee(s) shall have the right to use, in perpetuity, free of charge, such copyrighted material. The Employee(s) may amend and update the copyrighted materials with the approval of the College. Such approval will not be unreasonably withheld.

DURATION AND RENEWAL

ARTICLE 63 - RE-OPENER

63.01 This Agreement may be amended by mutual consent.

ARTICLE 64 - DURATION AND RENEWAL

64.01 The duration of this Agreement shall be from **July 01, 2007 to June 30, 2010** and will continue in force until a new collective agreement is signed.