

GENERAL/INTRODUCTION

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - APPLICATION

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

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

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

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

- (r) "Merit" means the knowledge, abilities and suitability of a person in relation to the requirements for a position;
- (s) (i) (a) "Overtime" means work performed by a full-time employee with the prior approval by the Employer in excess or outside of their regularly scheduled hours of work but excludes time worked on a designated paid holiday; and
 - (b) "Overtime" means work performed by a part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification.
- (ii) "Straight time rate" means the hourly rate of remuneration;
- (iii) "Time and one-half" (1½T) means one and one-half times the straight time rate;
- (iv) "Double time" (2T) means twice the straight time rate.
- (t) "Rates of Pay"
 - (i) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176;
 - (ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088;
 - (iii) "Daily Rate of Pay" means:
 - (a) In the case of an employee who is paid an annual salary, their bi-weekly rate of pay divided by 10; and
 - (b) In the case of an employee who is paid by the hour, their hourly rate of pay times their normal number of hours worked per day.
- (u) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management;
- (v) "Shifts" shall be identified as follows:
 - (i) "graveyard" — that shift, the majority of which falls within the first third of the 24:00 hour clock;
 - (ii) "day" — that shift, the majority of which falls within the second third of the 24:00 hour clock;
 - (iii) "evening" — that shift, the majority of which falls within the last third of the 24:00 hour clock.

- (w) "Spouse" means a lawful husband or wife; a common-law spouse relationship, including same-sex spousal relationship, is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse.
- (x) "Union" means Yukon College Employees' Union.
- (y) "Faculty" means full-time, part-time and term employees including instructors, counsellors, librarians, lab assistants, faculty advisors and coordinators whose duties include providing instruction and counselling to students.
- (z) "Non-Faculty" means any employee who does not fit the definition of "Faculty".
- (aa) "Casual Employee" means a person performing duties where the expected duration is less than four (4) continuous months or less than 560 hours in a fiscal year. Casual employees are not members of the bargaining unit. In exceptional circumstances and with the consent of the Union, where a person has been hired and the duties exceed the above expected limits, but will not exceed six (6) continuous months or 840 hours in a fiscal year, a casual employee may be extended beyond the original parameters. In this case, or when a casual is converted to a term employee because the limit will be exceeded, the employee shall receive the same salary as a term employee retroactive to the beginning of the casual assignment.
- (bb) "Term Employee" means a person employed on a full-time basis or a part-time basis where one or more of the following conditions apply:
 - (i) the person is backfilling for another person who is temporarily unable to perform the duties for whatever reason;
 - (ii) the function is financially supported by a funder who has established a date on which the program funding will cease;
 - (iii) the function is new and is being set up on a trial basis;
 - (iv) the position has been created to respond to an unanticipated volume of student registrations or client demand, which is not suspected to be sustained;
 - (v) the work pertains to a specific project which is not of an ongoing nature;
 - (vi) it is foreseen that the work will end on a known date in the future.

Prior to extending an employee beyond twenty-four (24) months the Employer and the Union shall determine by mutual agreement if the position shall be extended or made permanent. In the case of the backfill for a Chair position this provision will be applied at thirty-six (36) months.

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

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

(dd) "Seasonal employee" means a non-instructional employee appointed to a position in the cafeteria which is expected to re-occur annually for periods of seven (7) months or more on a regular basis. These employees have no anticipated termination date other than regularly scheduled layoffs. Other non-instructional employees may become seasonal employees with the mutual agreement of the Union and the College.

(ee) For the purpose of time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays and designated paid holidays.

(ff) Copyright shall bear the same meaning as contained in the Copyright Act (Canada).

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

ARTICLE 4 - STATE SECURITY AND LEGISLATION

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.

4.02 In the event that any law passed by Parliament or by the Government of the Yukon applying to employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the parties agree at the request of either side, to discuss the impact of such an annulment and what changes, if any, can be made to the agreement.

JOB SECURITY AND LAYOFF

ARTICLE 5 - JOB SECURITY

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

ARTICLE 6 - NOTICE OF LAY-OFF

- 6.01 When, at the direction of the Employer a position is eliminated or the hours of work are reduced by more than 25%, the employer will provide the affected employee(s) with notice of lay-off. The employee shall be given three months notice in writing of the effective date of lay-off or three (3) months salary and benefits in lieu of such notice, except where the laid off employee exercises his/her right to bump another employee in accordance with the provisions of Article 7.04b) in which case the laid off employee has no entitlement to payment under this Article. . The option of providing three (3) months notice or payment in lieu of such notice shall be decided by the employer. With the mutual agreement of the employee and the employer, a combination of notice and payment in lieu of such notice may be arranged. A cumulative reduction by the Employer in the hours of work of more than 25% within a 36 month period shall be considered to be a lay-off and treated accordingly under the provisions of this Agreement.

ARTICLE 7 - LAY-OFF, SENIORITY AND RECALL

- 7.01 For the purpose of this Article, layoff means the termination or reduction of more than 25% of working hours per week of an employee's employment as a consequence of curriculum change, insufficient enrollment, reductions or reorganization of workload, discontinuation of a service or services, elimination of a program or programs, inadequate funding or as a result of being bumped.
- 7.02 Seniority
- (a) When a need to do a layoff is identified, if the ability, qualifications and experience are relatively equal, the employee with the least seniority will be designated for layoff.

- (b) A full-time or part-time employee who has been given layoff notice or who has been bumped by another employee has the right to exercise seniority and is entitled to provisions of this article.
- (c) Seniority for a bargaining unit member shall be the total number of continuous days of service (rounded to the nearest half day) an employee has been employed in any position at the College. Notwithstanding any other provision of this agreement, approved leaves of absence with or without pay shall not interrupt continuous service for the purpose of calculating seniority.
- (d) An employee's length of service shall be maintained while on the recall list.

7.03 Recall

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

7.04 Alternatives to Layoff

- (a) Two (2) weeks before a notice of layoff is issued, a Layoff Review Committee consisting of the appropriate Director/Dean (or designate), two Union Representatives and the Human Resource Services Director will begin meeting with the affected employee(s) and review the merits of and consider the available alternatives. The Committee will review the current ability, qualifications and experience of an employee affected by layoff and consider
 - i) whether the employee has the ability and qualifications for appointment to a vacant position
 - ii) whether bumping is a reasonable alternative
 - iii) whether retraining for a vacant position is a reasonable alternative
 - iv) whether job sharing is a reasonable alternative
 - v) whether a leave of absence would assist a recall opportunity

The Layoff Review Committee will recommend any appropriate alternatives, if available, to the President. Should the Committee not be able to agree, the Committee members will forward their individual recommendations.

- (b) An employee who has been given notice of layoff or who has been bumped, and who has the necessary ability, qualifications, experience and seniority, has the right to displace another employee within the same or the next two lower pay levels and receive the appropriate classification rate of pay
- (c) The decision to bump another employee must be made within fifteen (15) working days of the notice of layoff.
- (d) As an alternative to layoff the Employer will provide retraining to an employee where a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (e) As an alternative to layoff, the Employer will consider requests for "job sharing" where the employees directly concerned agree to participate; where the educational and/or support services are not diminished; and where there are no significant additional costs to the Employer.
- (f) As an alternative to layoff and where there is a reasonable expectation that the employee will benefit from a leave of absence and there is an expectation by the Employer that the employee will be recalled to work, then a request for a leave of absence will be considered. Where leave is granted then recall rights will commence upon expiration of the leave.
- (g) As an alternative to recall, bumping and other provisions of Article 7.03, the employer may offer a sum of money in exchange for an employee's rights under this Article.
- (h) In circumstances where an employee's hours have been decreased, it is agreed that the employee shall have first claim on returning to full time:
 - (i) where there is a reinstatement of the former work or,
 - (ii) where similar duties can be assigned on an operationally feasible basis, where the educational and or support services are not diminished, and where there are no significant additional costs to the Employer. In the case of instruction, the affected instructor must possess the ability, qualifications and experience to teach the relevant subjects.
- (i) Employee Assistance Program and career counseling will be available for laid off employees for a period of up to 18 months after the effective date of layoff.

ARTICLE 8 - TECHNOLOGICAL CHANGE

- 8.01 It is agreed that the technological change provisions of the Canada Labour Code, Part 1, apply to this collective agreement.

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

EMPLOYER RIGHTS AND RESPONSIBILITIES

ARTICLE 9 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 10 - STATEMENT OF DUTIES

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

ARTICLE 11 - DISCIPLINE

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

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

11.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee

- (a) there must have been an incident or act calling for a reaction;
- (b) there must be proof of the employee's involvement in the incident or commission of the act; and
- (c) the employee must be aware of the grounds for the action taken and be given an opportunity to present their version of the facts. When an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning him/her or the purpose of which is to render formal discipline concerning him/her, the employee is entitled to have at his or her request a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

11.03 A report of an employee's misconduct shall be initiated without unreasonable delay, normally within three (3) working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days of returning to work.

11.04 All employees must be provided with written notice of discipline and discharge which must state

- (a) the reasons for the discipline or discharge;
- (b) the effective date of the discipline or discharge; and
- (c) what arrangements will be made regarding the financial entitlements as a result of the discipline or discharge.

11.05 Discipline and discharge shall only be for just cause.

- 11.06 An employee's personnel file is the official record of performance appraisals, letters of reprimand, or other written communication between the Employer and the employee. No documentation will be entered into this file unless the employee is advised of it and has the opportunity to respond. Any response shall be part of the personnel file. An employee shall be allowed to peruse his/her own personnel file. The employee shall be allowed to copy any contents of the file.
- 11.07 A document or written statement specifically related to disciplinary action or performance which may have been placed on the personnel file of an employee, shall at the request of the employee, be destroyed after twenty-four months has elapsed since the disciplinary action was taken and provided that no further disciplinary action has been recorded during this period.
- 11.08 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.
- 11.09 Access to an employee's personnel file will be authorized through:
- a) Written authorization from the employee.
 - b) The employee signing a grievance form (which authorizes the Union to full access to the file unless the employee has indicated limited access).
 - c) The normal course of duties for Human Resources Services staff or the employee's supervisor.

The parties agree that appropriate confidentiality will be maintained in all situations.

ARTICLE 12 - PROCESSING OF GRIEVANCES

- 12.01 If they so desire, an employee may be assisted and/or represented by the Alliance at the complaint level and/or when presenting a Grievance at any level.
- 12.02 An employee who wishes to present a Grievance at any prescribed level in the grievance procedure, shall transmit this Grievance to their immediate supervisor or YCEU Local or YEU officer in charge who shall forthwith
- (a) forward the Grievance to the representative of the Employer authorized to deal with Grievances at the appropriate level; and
 - (b) provide the employee with a receipt stating the date on which the Grievance was received by him.

Before an employee submits their complaint as a Grievance, the employee is encouraged to discuss the complaint with the appropriate immediate supervisor, Dean or Director in an attempt to resolve it.

- 12.03 A Grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.

- 12.04 An employee who feels that they have been treated unjustly or consider himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a Grievance in the manner prescribed in Clause 12.02, except that where there is another administrative procedure provided by or under any other Act to deal with their specific complaint, such procedure must be followed. A "policy grievance" which, due to its nature, is not properly the subject of an employee grievance, may be initiated by the Alliance.
- 12.05 Except as otherwise provided in this Agreement, a Grievance shall be processed by recourse to the following steps:
- First Level — Appropriate Staff with the Director of the Division or Appropriate Dean;
 - Second Level — the Director of Human Resource Services;
 - Final Level — President
- 12.06 The Union or the Alliance shall have the right to consult with the appropriate Employer's representative(s), other than the President, with respect to a Grievance at each or any level of the grievance procedure, subject to Clause 12.01.
- 12.07 An employee may present a Grievance to the First Level of the procedure, in the manner prescribed in Clause 12.02 no later than fifteen (15) working days after the date on which they are notified orally or in writing or on which they first become aware of the action or circumstances giving rise to the Grievance.
- 12.08 An employee may present a Grievance at each succeeding level in the grievance procedure beyond the First Level either
- (a) where the decision or settlement is not satisfactory to them, within fifteen (15) working days after that decision or settlement has been conveyed in writing to them by the Employer's representative for that Level; or
 - (b) where the Employer's representative for that Level has not conveyed a decision to them, within fifteen (15) working days after they presented the Grievance at the previous level.
- 12.09 The Employer shall normally reply to an employee's Grievance at the first level of the grievance procedure within fifteen (15) working days after the Grievance is presented, and within twenty (20) working days where the Grievance is presented at the final level.
- 12.10 Where an employee has been represented by the Union or the Alliance in the presentation of their Grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 12.11 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the Grievance is a class of Grievance that may be referred to arbitration. Grievance with respect to the interpretation or

application of the collective agreement can only be referred to arbitration with the consent of the bargaining agent.

- 12.12 Where the provisions of Clause 12.02 cannot be complied with and it is necessary to present a Grievance by mail, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present their Grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 12.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union or Alliance representative.
- 12.14 Where it appears that the nature of this Grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the employee, and, where applicable, the Alliance.
- 12.15 Except as provided in Clause 12.19, an employee may, by written notice to their immediate supervisor or officer in charge, abandon a Grievance.
- 12.16 Any employee who fails to present a Grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the Grievance unless, due to circumstances beyond their control, they were unable to comply with the prescribed time limits.
- 12.17 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their Grievance or refrain from exercising their right to present a Grievance, as provided in the Collective Agreement.
- 12.18 Where an employee has presented a Grievance up to and including the Final Level in the grievance procedure with respect to the interpretation or application of this Collective Agreement, and their Grievance has not been dealt with to their satisfaction, they may refer the Grievance to arbitration in accordance with the provisions of the Canada Labour Code.
- 12.19 (a) An employee must obtain the approval of the Alliance and be represented by the Alliance before a Grievance can be referred to arbitration with respect to the application or interpretation of the collective agreement.

(b) A Grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Alliance.
- 12.20 An employee, subject to Clause 12.19, shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of their intention to appeal the decision to arbitration.
- 12.21 There will be a list established by mutual agreement of persons to act as Arbitrators. The costs of the hearings are to be shared equally by the parties. A representative for

the employer and a representative for the employees agree to work together to identify and select local arbitrators. Local arbitrators will be limited to appeals under Article 14.02, unless both parties agree to use the arbitrator for an unprecedented case.

12.22 Suspension, Discharge or Community Transfer

Cases of alleged wrongful suspension, alleged wrongful discharge or an alleged unreasonable community transfer shall be governed under the *Policy, Guidelines, Regulations and Procedures Manual*, and the Grievance shall be processed at the Final Level of the grievance procedure.

ARTICLE 13 - TIME-OFF FOR GRIEVANCE PROCESS

13.01 Time off for Representatives

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

13.02 Grievance Hearings

(a) Employee presenting a grievance

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

(b) Employee who acts as Representative

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

13.03 Grievance Investigations

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

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

ARTICLE 14 - COMPETITION APPEAL AND STAFFING PROCESS

14.01 Competition Process

Notice of all vacancies exceeding four (4) months in duration, that are not filled though the recall provisions of Article 7, shall be posted on designated College bulletin boards in each College centre and forwarded to any employee laid off within the previous eighteen (18) months, no later than the first date of an internal or external posting, whichever occurs first. A copy of such positions will be forwarded to the Union.

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

The vacancy that is not filled through the recall provisions of Article 7, will be filled by open or restricted competition, appointment without competition or short-term assignment as determined by the Director of Human Resource Services, in consultation with the appropriate Dean or Director.

- 14.02 When the College determines to take staffing action to fill a vacant or new position, a selection committee will be formed, pursuant to Article 61. The selection committee, through a consensus process, will select candidates for interview, set and hold interviews, rate and rank candidates and review reference information. The most meritorious candidates will be interviewed and ranked against requirements for the position and merits of other candidates. From this group the Committee will recommend for appointment the most meritorious candidate. Length of satisfactory service with the Employer will be considered in the determination of the successful candidate.

14.03 Merit Principle

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

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

14.04 Competition Appeal Process

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

The appeal must be presented to the Director, Human Resource Services within five (5) working days from the date that the candidates were advised that the decision has been made.

The appeal will proceed immediately to expedited arbitration. The Arbitrator will be selected in rotation from the list of Yukon-based arbitrators acceptable to both the Union and the Employer. No appointment will be made from the competition that gave rise to the appeal until such time as the arbitrator's decision is rendered and complied with. If a Yukon based arbitrator is not available or agreed to within five (5) days of the appeal being received, the position may be filled as a term appointment until an arbitrator's decision can be rendered.

The arbitration will occur within five (5) days of the appeal being filed and the arbitrator will render a decision within five (5) days of the hearing date. The decision will be final and binding. A copy of the decision will be forwarded to the appellant, the Union and the Employer.

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

14.05 Appointment Without Competition

Where it is determined under Article 14.01 that a position should be filled by appointment without competition, a notice of appointment will be posted on College bulletin boards for at least ten (10) working days. If an employee feels his/her promotional opportunities have been prejudicially affected they may, with the consent of the Union, file an appeal with the Director, Human Resource Services. If an appeal is filed, the appointment without competition will be cancelled and an internal competition will be held.

14.06 Short Term Assignments

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

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

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

The employment status of an employee who accepts a Short Term Assignment will not change during the period of the assignment. When an employee applies for and accepts a short term assignment that is at a lower pay level than the position he/she currently holds, the employee shall be paid at the rate within the pay range for the position that is closest to his/her current salary.

UNION BUSINESS

ARTICLE 15 - UNION RECOGNITION

15.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.

15.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.

- 15.03 The Employer agrees that, given reasonable notice to Yukon College, permission may be granted for an accredited representative of the Alliance to enter the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests access directly or through an Officer of the local Union. Such permission will not be withheld unreasonably.
- 15.04 Where an accredited representative of the Alliance enters the work premises as provided in 15.03, he/she shall report to the supervisor of the employee before approaching the employee.
- 15.05 The following positions are excluded from the Bargaining Unit:
- President
 - Vice-President
 - Dean
 - Director
 - Registrar/Manager, Student Services
 - NRI Coordinator
 - Institutional Research and Planning Officer
 - Communications Officer
 - Supervisor Financial Services
 - Budget Officer
 - Human Resource Services Advisor
 - Human Resources Administrative Clerk
 - Executive Assistants to the
 - Board of Governors
 - President
 - Vice-President Education and Training

It is agreed by the Parties that the position of Executive Director of YNTEP is a bargaining unit position.

ARTICLE 16 - SCOPE OF THE BARGAINING UNIT

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

ARTICLE 17 - UNION SECURITY

- 17.01 All employees within the bargaining unit covered by this agreement shall be required to pay the Alliance (through bi-weekly payroll deduction) a sum of money equivalent to the membership dues of the Alliance. Signing of the Employer's Commencement Forms shall serve as the employee's authorization for the Employer to deduct such dues.
- 17.02 New employees, upon commencement of employment shall, as a condition of employment, be or become a member of the Alliance and shall as a condition of employment, maintain their membership thereafter.

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

ARTICLE 18 - APPOINTMENT OF REPRESENTATIVES

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