

## **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 traveling 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 thirty-seven (37) 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 thirty-seven (37) 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 thirty-seven (37) 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 thirty-seven (37) 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 thirty-seven (37) 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 subparagraph (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.

### **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 \$24.92 bi-weekly;

(b) an employee whose headquarters area is Haines Junction or Teslin shall receive a community allowance of \$42.55 bi-weekly;

- (c) an employee whose headquarters area is Watson Lake or Carmacks shall receive a community allowance of \$65.16 bi-weekly;
- (d) an employee whose headquarters area is Dawson City, Mayo, Ross River, Pelly Crossing, or Faro shall receive a community allowance of \$84.33 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. If a part-time employee works more than their regularly scheduled hours of work, the additional hours (excluding overtime hours) will count for the purpose of proration.

#### **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 1<sup>st</sup> 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.

#### 54.12

The employer agrees to maintain a roster of permanent part-time non-faculty employees who are interested in working extra hours. The employer further agrees to consider those employees on the roster when assigning extra work.

## **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.

## **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. The employer will notify members of the Advisory Selection Committee prior to any public or staff announcement of staffing actions under this Article.

#### 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**

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, 2010 to June 30, 2013 and will continue in force until a new collective agreement is signed.