

**COLLECTIVE AGREEMENT  
BETWEEN  
YUKON UNIVERSITY  
AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Term of Agreement  
July 1, 2022 to June 30, 2024**

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## GENERAL/INTRODUCTION

### ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Alliance; to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement; and to ensure that all reasonable measures are provided for the occupational health and safety of the employees.
- 1.02 The parties to this Agreement share a desire to provide quality educational services, promote well-being, facilitate development, growth as well as support the fulfilment of the University's purposes as defined in the Yukon University Act.

Accordingly, the parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union, and the University Community, consistent with the principles of mutual respect, cooperation, and academic freedom and responsibilities.

### ARTICLE 2 – APPLICATION

- 2.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.
- 2.02 Where the Collective Agreement and a Yukon University policy are in conflict, the Collective Agreement shall prevail.

### ARTICLE 3 – INTERPRETATION AND DEFINITIONS

- 3.01 (a) "Alliance" means the Public Service Alliance of Canada;
- (b) "Allowance" means compensation payable to an employee for the performance of special or additional duties;
- (c) "Continuous Service" excludes periods of leave without pay in excess of one (1) month, except maternity, parental and adoption leave.
- (d)
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave of absence;
- (ii) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the employee completed their last regular shift; and

- (iii) When the first and second or subsequent day of rest is consecutive, “second or subsequent day of rest” is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee’s next regular shift;
- (e) “Employee” means a member of the Bargaining Unit.
- (f) “Part-time employee” means an employee who is required to work fewer hours per week on a continuous basis than those specified in Article 28 as appropriate for their particular occupation;
- (g) “Full-time employee” means an employee who is required to work those hours specified in Article 28 as appropriate for their particular occupation;
- (h) “Employer” means the Yukon University Board of Governors, the University or the President as defined in the Yukon University Act.
- (i) “Employer Complaints” means a matter referred to arbitration by the Employer arising from a dispute pertaining to or dealing with the Collective Agreement or the employment relationship. The arbitrator shall be selected from the list of arbitrators in the Collective Agreement. The arbitrator selected shall hear and determine the matter as though it were a Grievance under Articles 13.19 through 13.23 of the Collective Agreement.
- (j) “Fiscal year” means the period of time from April 1st in one year to March 31st in the following year;
- (k) “Grievance” means a complaint in writing that an employee, group of employees, or the Alliance submits to management to be processed through the grievance procedure;
- (l) “Headquarters” and “Headquarters area” have the same meaning as given to the expressions in the Travel Regulations;
- (m) “Holiday” means
  - (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement;
  - (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (n) “Leave of Absence” means permission to be absent from duty;
- (o) “Market supplement” is an additional constant dollar amount which may be added from time to time to the base pay rate of an occupational field. Market supplement is considered part of pay for purposes of overtime, pension plan and other wage-

related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification;

- (p) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only;
- (q) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy;
- (r) "Merit" means the knowledge, abilities, and suitability of a person in relation to the requirements for a position;
- (s) (i)
  - (a) "Overtime" means work performed by a full-time employee with the prior approval by the Employer in excess or outside of their regularly scheduled hours of work but excludes time worked on a designated paid holiday; and
  - (b) "Overtime" means work performed by a part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification.
- (ii) "Straight time rate" means the hourly rate of remuneration;
- (iii) "Time and one-half" (1½T) means one and one-half times the straight time rate;
- (iv) "Double time" (2T) means twice the straight time rate.
- (t) "Rates of Pay"
  - (i) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176;
  - (ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088;
  - (iii) "Daily Rate of Pay" means:
    - (a) In the case of an employee who is paid an annual salary, their bi-weekly rate of pay divided by 10; and
    - (b) In the case of an employee who is paid by the hour, their hourly rate of pay times their normal number of hours worked per day.
- (u) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management;
- (v) "Shifts" shall be identified as follows:

- (i) “graveyard” — that shift, the majority of which falls within the first third of the 24:00 hour clock;
  - (ii) “day” — that shift, the majority of which falls within the second third of the 24:00 hour clock;
  - (iii) “evening” — that shift, the majority of which falls within the last third of the 24:00 hour clock.
- (w) “Spouse” means a lawful husband or wife; a common-law spouse relationship, including same-sex spousal relationship, is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were the employee’s spouse.
- (x) “Union” means Yukon University Employees’ Union.
- (y) “Faculty” means full-time, part-time and term employees including instructors, senior instructors, assistant professors, associate professors, professors, program chairs, counsellors, librarians, lab assistants, research chairs, researchers, and coordinators who are primarily those advising students and performing the teaching and research functions of the University.
- (z) “Non-Faculty” means any employee who does not fit the definition of “Faculty”.
- (aa) “Casual Employee” means a person performing duties where the expected duration is less than four (4) continuous months or less than 560 hours from July 1 to June 30 the following year. Casual employees are not members of the Bargaining Unit. In exceptional circumstances and with the consent of the Union, where a person has been hired and the duties exceed the above expected limits but will not exceed six (6) continuous months or eight-hundred and forty (840) hours between July 1 to June 30<sup>th</sup>, a casual employee may be extended beyond the original parameters. In this case, or when a casual is converted to a term employee because the limit will be exceeded, the employee shall receive the same salary as a term employee retroactive to the beginning of the casual assignment.
- (bb) “Term Employee” means a person employed on a full-time basis or a part-time basis where one or more of the following conditions apply:
- (i) the person is backfilling for another person who is temporarily unable to perform the duties for whatever reason;
  - (ii) the function is financially supported by a funder who has established a date on which the program funding will cease;
  - (iii) the function is new and is being set up on a trial basis;



- (iv) the position has been created to respond to an unanticipated volume of student registrations or client demand, which is not suspected to be sustained;
- (v) the work pertains to a specific project which is not of an ongoing nature;
- (vi) it is foreseen that the work will end on a known date in the future.

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

Term employees will be entitled to the terms and conditions of this agreement with the exception of Article 8.

- (cc) "Students" - The parties recognize the benefits of employing student employees, co-op students and work-experience students. Students are classified as casual employees, except when working back-to-back co-op work terms or as term employees. Students will not be employed where it results in the layoff of a member of the Bargaining Unit.
- (dd) "Seasonal employee" means a non-instructional employee appointed to a position in the cafeteria which is expected to recur annually for periods of seven (7) months or more on a regular basis. These employees have no anticipated termination date other than regularly scheduled layoffs. Other non-instructional employees may become seasonal employees with the mutual agreement of the Union and the University.
- (ee) "Day" - For the purpose of time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays, and designated paid holidays.
- (ff) "Copyright" shall bear the same meaning as contained in the Copyright Act (Canada).

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

## **ARTICLE 4 – STATE SECURITY AND LEGISLATION**

- 4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.
- 4.02 In the event that any law passed by Parliament or by the Government of the Yukon applying to employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of

the Agreement. When this occurs, the parties agree, at the request of either side, to discuss the impact of such an annulment and what changes, if any, can be made to the agreement.

## **ARTICLE 5 - TERRITORIAL ACKNOWLEDGMENT**

5.01 The University will consult with Yukon First Nations on whose traditional territories its facilities sit, to determine the correct protocol and languages for Traditional Territorial acknowledgements and protocol to follow in developing, creating, and placing the acknowledgement in the Collective Agreement. The acknowledgement will be in the traditional language of the Nation, followed by English and will be placed in the preface of both the print and electronic version of the Collective Agreement.

## **JOB SECURITY AND LAYOFF**

### **ARTICLE 6 – JOB SECURITY**

6.01

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

### **ARTICLE 7 – NOTICE OF LAYOFF**

7.01 When, at the direction of the Employer a position is eliminated or the hours of work reduced, the Employer will provide the affected employee(s) with notice of layoff. The employee shall be given six (6) months' notice in writing of the effective date of layoff or six (6) months' salary and benefits in lieu of such notice, except where the laid-off employee exercises their rights in accordance with Article 8 Layoff, Seniority and Recall. The option of providing six (6) months' notice or payment in lieu of such notice shall be decided by the Employer. With the mutual agreement of the employee and the Employer, a combination of notice and payment in lieu of such notice may be arranged.

### **ARTICLE 8 – LAYOFF, SENIORITY AND RECALL**

8.01 For the purpose of this Article, layoff means the termination of an employee's employment as a consequence of insufficient enrollment, reductions or reorganization of workload, discontinuation of a service or services, elimination of a program or programs, or inadequate funding or as a result of being bumped.

Upon receipt of layoff notice, the employee may elect to accept a layoff or exercise their rights in accordance with the provisions of Article 8.04.

**Alternatives to lay off.** Where the laid-off employee exercises their right to bump another employee in accordance with the provisions of Section 8.04(b), the laid-off employee has no entitlement to payment under this Article.

## 8.02 Seniority

- (a) When a need to do a layoff is identified, if the ability, qualifications, and experience are relatively equal, the employee with the least seniority will be designated for layoff.
- (b) A full-time or part-time employee who has been given layoff notice or who has been bumped by another employee has the right to exercise seniority and is entitled to provisions of this Article.
- (c) Seniority for a Bargaining Unit member shall be the total number of continuous days of service (rounded to the nearest half day) an employee has been employed in any position at the University. Notwithstanding any other provision of this agreement, approved leaves of absence with or without pay shall not interrupt continuous service for the purpose of calculating seniority.
- (d) An employee's length of service shall be maintained while on the recall list.

## 8.03 Recall

No new employees shall be hired until those laid off have been given the opportunity of recall in accordance with the following provisions:

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

the employee's recall rights will be terminated unless the parties mutually agree otherwise.

#### 8.04 Alternatives to Layoff

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

In the event the Layoff Review Committee reaches a unanimous agreement regarding a recommendation for the laid-off employee, the decision will be implemented. Should the Committee not be able to agree, the Committee members will forward their individual recommendations for any appropriate alternatives, if available, to the President.

- (b) An employee who has been given notice of layoff or who has been bumped, and who has the necessary ability, qualifications, experience and seniority, has the right to displace another employee within the same or the next two (2) lower pay levels and receive the appropriate classification rate of pay.
- (c) The decision to bump another employee must be made within fifteen (15) working days of the notice of layoff.
- (d) As an alternative to layoff the Employer will provide retraining to an employee where a vacancy exists, and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (e) As an alternative to layoff, the Employer will consider requests for "job-sharing" where the employees directly concerned agree to participate; where the educational and/or support services are not diminished; and where there are no significant additional costs to the Employer.
- (f) As an alternative to layoff and where there is a reasonable expectation that the employee will benefit from a leave of absence and there is an expectation by the

Employer that the employee will be recalled to work, then a request for a leave of absence will be considered. Where leave is granted then recall rights will commence upon expiration of the leave.

- (g) As an alternative to recall, bumping and other provisions of Article 8.03, the Employer may offer a sum of money in exchange for an employee's rights under this Article.
- (h) In circumstances where an employee's hours have been decreased, it is agreed that the employee shall have first claim on returning to full time:
  - (i) where there is a reinstatement of the former work or,
  - (ii) where similar duties can be assigned on an operationally feasible basis, where the educational and or support services are not diminished, and where there are no significant additional costs to the Employer. In the case of instruction, the affected instructor must possess the ability, qualifications, and experience to teach the relevant subjects.
- (i) Employee Assistance Program and career counseling will be available for laid-off employees for a period of up to 18 months after the effective date of layoff.

8.05 Grievances regarding layoff shall be initiated at the second level of the Formal Procedure of the grievance process and will be initiated in accordance with Article 13.06 Processing of Grievances.

## **ARTICLE 9 – TECHNOLOGICAL CHANGE**

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

9.02 Technological Change is

- (a) The introduction by the Employer, into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
- (b) The change in the manner in which the Employer carries on the work, undertaking or business which is directly related to the introduction of that equipment or material.

### 9.03

- (a) Where the Employer proposes to effect a technological change that is likely to affect the term and conditions or security of employment of a significant number of employees, the Employer shall give notice to the Union not less than six (6) months prior to the date on which the technological change is to be implemented.
- (b) When technological change pursuant to 9.03(a) requires additional knowledge and skill on the part of the employees, the employees shall be given the appropriate training practical to qualify employees to retain their employment. A reasonable time will be afforded to the employees in which to qualify. Any instruction or training shall be done at the employee's regular rate and during scheduled working hours.

9.04 The provisions of the Canada Labour Code regarding notice and negotiation will be applied in instances of technological change.

## **EMPLOYER RIGHTS AND RESPONSIBILITIES**

### **ARTICLE 10 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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

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

## ARTICLE 11 – STATEMENT OF DUTIES

11.01 Within one (1) month of receiving an employee's written request, the Employer shall provide the employee with a current statement containing the duties and responsibilities including factor - point rating assigned to the position the employee occupies.

## ARTICLE 12 – CORRECTIVE MEASURES

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

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

12.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee

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

12.03 Investigations of an employee's alleged misconduct shall be initiated without unreasonable delay, normally within three (3) working days and no longer than five (5) days from the day on which the offence is discovered unless the employee is absent, and if that is the case, within three (3) working days of the employee returning to work.

The employee who is the subject of the investigation will be regularly provided with details regarding the investigation process, whether the investigation will be conducted internally or by an external provider and provided with, to the extent possible, an approximate time required to conclude the investigation. A copy of this written notification(s) will be provided to the Union local president.

Employees will continue to receive their salary throughout the investigative process and may remain in the workplace or, based on the specific situation surrounding the investigation, on Leave with Pay. The decision to place an employee on Leave with Pay will be made by Human Resources in consultation with the Director, Dean, Associate Vice

President, or Vice President of the area. The Union local president or designated representative will be advised of the decision prior to the employee being advised.

- 12.04 All employees must be provided with written notice of discipline and discharge which must state
- (a) the reasons for the discipline or discharge;
  - (b) the effective date of the discipline or discharge; and
  - (c) what arrangements will be made regarding the financial entitlements as a result of the discipline or discharge.
- 12.05 Discipline and discharge shall only be for just cause.
- 12.06 An employee's personnel file is the official record of performance appraisals, letters of reprimand, or other written communication between the Employer and the employee. No documentation will be entered into this file unless the employee is advised of it and has the opportunity to respond. Any response shall be part of the personnel file. An employee shall be allowed to peruse their own personnel file. The employee shall be allowed to copy any contents of the file.
- 12.07 A document or written statement specifically related to disciplinary action or performance which may have been placed on the personnel file of an employee, shall at the request of the employee, be destroyed after twenty-four (24) months has elapsed since the disciplinary action was taken and provided that no further disciplinary action has been recorded during this period.
- 12.08 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document, including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.
- 12.09 Access to an employee's personnel file will be authorized through:
- a) Written authorization from the employee.
  - b) The employee signing a grievance form (which authorizes the Union to full access to the file unless the employee has indicated limited access).
  - c) The normal course of duties for Human Resources Services staff or the employee's supervisor.

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

## **ARTICLE 13- PROCESSING OF GRIEVANCES**

- 13.01 This Article provides a formal method for complaint procedures. Before any formal measures are taken, in recognition of the authority of Elders and/ or other respected



members of the Indigenous community, grievors may request these community members to act in a supportive, confidential capacity throughout the grievance process. The parties may also agree that such a community member will act as a mediator or decision maker. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Indigenous community.

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

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

- 13.04 A Grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 13.05 An employee who feels that they have been treated unjustly or consider themselves aggrieved by any action or lack of action by the Employer is entitled to present a Grievance in the manner prescribed in Article 13.03, except where there is another administrative procedure provided by or under any other Act to deal with their specific complaint, such procedure must be followed. A “policy grievance” which, due to its nature, is not properly the subject of an employee grievance, may be initiated by the Alliance.
- 13.06 Except as otherwise provided in this Agreement, a Grievance shall be processed by recourse to the following steps:
- First Level — Appropriate Staff with the Director of the Division or Appropriate Dean;
  - Second Level — the Director of Human Resource Services;
  - Final Level — President
- 13.07 The Union or the Alliance shall have the right to consult with the appropriate Employer’s representative(s), other than the President, with respect to a Grievance at each or any level of the grievance procedure, subject to Article 13.02.
- 13.08 An employee may present a Grievance to the First Level of the procedure, in the manner prescribed in Article 13.03 no later than fifteen (15) working days after the date on which

they are notified orally or in writing or on which they first become aware of the action or circumstances giving rise to the Grievance.

- 13.09 An employee may present a Grievance at each succeeding level in the grievance procedure beyond the First Level either
- (a) where the decision or settlement is not satisfactory to them, within fifteen (15) working days after that decision or settlement has been conveyed in writing to them by the Employer's representative for that Level; or
  - (b) where the Employer's representative for that Level has not conveyed a decision to them, within fifteen (15) working days after they presented the Grievance at the previous level.
- 13.10 The Employer shall normally reply to an employee's Grievance at the first level of the grievance procedure within fifteen (15) working days after the Grievance is presented, and within twenty (20) working days where the Grievance is presented at the final level.
- 13.11 Where an employee has been represented by the Union or the Alliance in the presentation of their Grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 13.12 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the Grievance is a class of Grievance that may be referred to arbitration. Grievance with respect to the interpretation or application of the collective agreement can only be referred to arbitration with the consent of the bargaining agent.
- 13.13 Where the provisions of Article 13.03 cannot be complied with and it is necessary to present a Grievance by mail, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present their Grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 13.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union or Alliance representative.
- 13.15 Where it appears that the nature of this Grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be

eliminated by agreement between the Employer and the employee, and, where applicable, the Alliance.

- 13.16 Except as provided in Article 13.20, an employee may, by written notice to their immediate supervisor or officer in charge, abandon a Grievance.
- 13.17 Any employee who fails to present a Grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the Grievance unless, due to circumstances beyond their control, they were unable to comply with the prescribed time limits.
- 13.18 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their Grievance or refrain from exercising their right to present a Grievance, as provided in the Collective Agreement.
- 13.19 Where an employee has presented a Grievance up to and including the Final Level in the grievance procedure with respect to the interpretation or application of this Collective Agreement, and their Grievance has not been dealt with to their satisfaction, they may refer the Grievance to arbitration in accordance with the provisions of the Canada Labour Code.
- 13.20 (a) An employee must obtain the approval of the Alliance and be represented by the Alliance before a Grievance can be referred to arbitration with respect to the application or interpretation of the collective agreement.
- (b) A Grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Alliance.
- 13.21 An employee, subject to Article 13.20, shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of their intention to appeal the decision to arbitration.
- 13.22 The parties agree that with regard to this Article and Article 17 (Scope of the Bargaining Unit) and any other section of this Agreement (excluding Article 15.03) that may require Arbitration, arbitrators shall be chosen by mutual agreement. In the event that the parties are unable to agree on the selection of an arbitrator within 21 days, either party may apply to the Minister of Labour who will appoint an arbitrator.

13.23 The costs of the hearings are to be shared equally by the parties. A representative for the Employer and a representative for the employees agree to work together to identify and select local arbitrators. Local arbitrators will be limited to appeals under Article 15.03, unless both parties agree to use the arbitrator for an unresidential case.

13.24 Suspension, Discharge or Community Transfer

Cases of alleged wrongful suspension, alleged wrongful discharge, or an alleged unreasonable community transfer shall be processed at the Final Level of the grievance procedure.

## **ARTICLE 14 – TIME-OFF FOR GRIEVANCE PROCESS**

14.01 Time off for Representatives

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

14.02 Grievance Hearings

(a) Employee presenting a Grievance

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

(b) Employee who acts as Representative

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

14.03 Grievance Investigations

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

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

## **ARTICLE 15 – COMPETITION APPEAL AND STAFFING PROCESS**

### **15.01 Competition Process**

Notice of all vacancies exceeding four (4) months in duration, that are not filled through the recall provisions of Article 8, shall be posted on designated University bulletin boards in each University centre and forwarded to any employee laid off within the previous eighteen (18) months, no later than the first date of an internal or external posting, whichever occurs first. A copy of such positions will be forwarded to the Union.

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

The vacancy that is not filled through the recall provisions of Article 8, will be filled by open or restricted competition, appointment without competition or short-term assignment as determined by the Director of Human Resource Services, in consultation with the appropriate Dean or Director.

15.02 The Employer may establish an eligibility list from a competition (internal or external) and use the list to make further appointments for positions. The establishment and duration (not to exceed six (6) months) of an eligibility list will be identified on the job posting. The selection committee will rank all candidates and recommend those candidates to be placed on the eligibility list (i.e., not all candidates will be placed on the list, only those ranked successful and recommended).

- (a) Appointments from an eligibility list into an identical position (same duties, same status (Permanent or Term), level, location, and department) cannot be appealed.
- (b) Any proposed appointments from an eligibility list into a substantially similar position (majority of core functions and qualifications are similar, same, or lower classification level) can be appealed.

### **15.03**

- (a) When the University determines to take staffing action to fill a vacant or new position, a selection committee will be formed, pursuant to Article 66. The selection

committee, through a consensus process, will select candidates for interview, set and hold interviews, rate and rank candidates and review reference information. The most meritorious candidates will be interviewed and ranked against requirements for the position and merits of other candidates. From this group, the Committee will recommend for appointment the most meritorious candidate based on a cumulative assessment which takes into account all of the factors listed in 15.04 and 15.05. For Term employees, length of service will include the total of all periods of service earned since 1999.

(b) Chair Selection Process

Notwithstanding 15.03 (a) above, for academic appointments, each faculty will establish its own selection process, subject to Senate approval.

15.04 Merit Principle

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

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

15.05 Length of Satisfactory service with the Employer will be considered in the determination of the successful candidate.

The parties agree that length of satisfactory service with the Employer will be the Determining Factor for selection when the difference between the candidates with the highest merit points (e.g., based on scores received on interview questions and tests) is five percent (5%) or less using the total potential score as the base for this calculation.

For Term employees, length of service will include all periods of service since 1999 added together.

15.06 Competition Appeal Process

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

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

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

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

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

#### 15.07 Appointment Without Competition

Where it is determined under Article 15.01 that a position should be filled by appointment without competition, a notice of appointment will be posted on University bulletin boards for at least ten (10) working days. If an employee feels their promotional opportunities have been prejudicially affected, they may, with the consent of the Union, file an appeal with the Director, Human Resource Services. If an appeal is filed, the appointment without competition will be cancelled and an internal competition will be held.

#### 15.08 Short Term Assignments

It is in the University's interest to have short-term vacancies staffed in an expeditious and effective manner. As vacancies arise, the Human Resource Services Department will notify all employees via a call for expression of interest so employees may apply for these positions. The calls shall have a closing date.

When staffing short-term assignments or vacancies for positions under four (4) months, and where operationally feasible, the Employer agrees to give preference to University employees who are qualified or can be trained for such opportunities.

The supervisor of a selected employee will determine whether it is operationally feasible to approve the temporary absence of the selected employee. The employee's approval will not be unreasonably denied. The employment status of an employee who accepts a short-term

assignment will not change during the period of the assignment. When an employee accepts a short-term assignment, the employee shall be compensated in accordance with the provisions of Article 29.08.

## **UNION BUSINESS**

### **ARTICLE 16 – UNION RECOGNITION**

- 16.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit. The parties have made joint application to the Canada Industrial Relations Board (CIRB) to confirm the relationship in a bargaining certificate between Yukon University and Public Service Alliance of Canada. The certificate will encompass all positions with the exception of exclusions found in 16.05.
- 16.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.
- 16.03 The Employer agrees that, given reasonable notice to Yukon University, permission may be granted for an accredited Representative of the Alliance to enter the work premises for the purpose of investigating a Grievance or a complaint by an employee or the Union, provided the Alliance Representative requests access directly or through an Officer of the local Union. Such permission will not be withheld unreasonably.
- 16.04 Where an accredited representative of the Alliance enters the work premises as provided in 16.03, the employee shall report to the supervisor of the employee before approaching the employee.
- 16.05 The Parties have agreed that the positions in 16.05 below are excluded from the bargaining unit. Further, the Parties have filed a joint application to the Canada Industrial Relations Board to update the excluded positions.



President  
Provost  
Vice-Presidents  
Vice-Provost  
Associate Vice-Presidents  
Deans  
Registrar  
Directors  
Executive Directors  
Positions within the Human Resources Department  
Executive Assistants to excluded Senior Management  
University Secretary & General Counsel  
Positions within the office of the Secretariat  
Senior Communications Officer  
Managers within the Finance Department  
Financial Analysts  
Budget Officers  
Institutional Research and Planning Officer

## **ARTICLE 17 – SCOPE OF THE BARGAINING UNIT**

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

## **ARTICLE 18 – UNION SECURITY**

18.01 All employees within the Bargaining Unit covered by this agreement shall be required to pay the Alliance (through bi-weekly payroll deduction) a sum of money equivalent to the membership dues of the Alliance. Signing of the Employer’s Commencement Forms shall serve as the employee’s authorization for the Employer to deduct such dues.

18.02 New employees, upon commencement of employment shall, as a condition of employment, be or become a member of the Alliance and shall as a condition of employment, maintain their membership thereafter.

18.03 An employee who satisfies the Employer to the extent that they declare in an affidavit that they are a member of a religious organization, “registered pursuant to the Income Tax Act,” whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization, and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.

- 18.04 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Article 18.01.
- 18.05 For the purpose of applying Article 18.01, deductions from pay from each employee in respect of each pay period will start with the first full pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 18.06 No employee organization, as defined by the Canada Labour Code, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.
- 18.07 The amounts deducted in accordance with Article 18.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 18.08 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 18.09 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 19 – APPOINTMENT OF REPRESENTATIVES**

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

## **ARTICLE 20 – TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS**

- 20.01 Canada Labour Relations Board Hearings
- (a) Complaints made to the Canada Labour Relations Board pursuant to the Canada Labour Code.

The Employer will grant leave with pay

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

#### 20.02 Conciliation Board Hearings

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

#### 20.03 Arbitration

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

#### 20.04 Contract-Negotiations Meetings

- (a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending contract-negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract-negotiations meetings the Employer shall continue their fringe-benefit contributions and employees shall continue to earn normal credits.

- (b) The parties have agreed that one (1) of the four (4) employees attending contract-negotiation meetings in (a) above, where practicable, will be from a location outside the City of Whitehorse.
- (c) Notwithstanding subsection (a), where the employee has been granted leave without pay to attend the initial contract-negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract-negotiation meetings.

20.05 Preparatory Contract-Negotiation Meetings

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

20.06 Meetings Between Employee Organizations and Management

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

20.07 Employee-Organization Executive Council Meetings, Congress, and Conventions

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

20.08 Representatives' Training Courses

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

20.09 Leave for Union President

Provided the President of the Union is a member of the Bargaining Unit, the Employer agrees to provide the equivalent of one-half of a full-time position as leave with pay (salary and benefits only) from the date of ratification of this agreement. The intent of this undertaking is to improve communication with management and representation on joint-management initiatives such as, but not limited to Joint Consultation, Staff Development and Training, and the Joint Workload Dispute Committee

20.10 When an employee is on leave without pay for union business pursuant to this Article and where such leave is approved by the Alliance, the Employer agrees to continue payment of

the employees' wages as the result of such leave. The Alliance will reimburse the University for total costs within 30 days of the receipt of billing.

## **ARTICLE 21 – LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT**

The Employer agrees to authorize a leave of absence to an employee who is elected as President of the Yukon Employee's Union, First Vice-President of the Yukon Employees' Union, First Vice President for Communities or Regional Executive Vice-President of the Public Service Alliance of Canada subject to the following conditions:

- (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three (3) years.
- (b) Regarding the office of President of the Yukon Employees' Union, if the employee ceases to hold office during the initial term of office or upon the expiry of the initial term of office, the employee will assume the duties of the position held by that employee prior to the leave of absence.

Regarding the offices of First Vice-President of the Yukon Employee's Union, or Regional Executive Vice-President of the Public Service Alliance of Canada, if the employee ceases to hold office or upon the expiry of the term of office, the employee will be guaranteed a position at the same classification level the employee held before taking such leave.

- (c) During the leave of absence, the Employer will pay 100% of salary and benefits and will invoice the Union Quarterly for 100% of all costs of salary and benefits (which means gross salary plus all benefits).
- (d) During the leave of absence, the employee will earn normal leave credits.
- (e) Leave applications will be submitted to the Employer for processing, for administrative reasons only.
- (f) The Union agrees to provide the Employer with at least one (1) month's written notice of the commencement and three (3) months' written notice of termination of this leave of absence.
- (g) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.
- (h) If the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level they held before their leave.
- (i) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.

## ARTICLE 22 – INFORMATION ON EMPLOYEE STATUS

### 22.01 Employee status

- (a) The Employer agrees to supply the Alliance and the Yukon University Employees' Union with a quarterly report specifying the name of each person engaged and each person terminated. The report shall separate bargaining-unit members from non-bargaining-unit members and include persons hired through a third-party contract.
- (b) The Employer agrees to supply the Alliance with a quarterly report specifying the location and classification, including position point rating, applicable to each employee on staff.
- (c) The Employer shall inform each employee appointed from outside Yukon University to a position in the Bargaining Unit of the provisions of Article 18, Union Security, pursuant to this agreement.
- (d) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the Bargaining Unit of the name of the Alliance Representative at their place of work.
- (e) The Employer shall inform the Alliance of all vacant positions in the Bargaining Unit on a monthly basis.
- (f) The Employer agrees to provide the Union with a bi-weekly listing showing total hours paid to date, for those casual employees who have worked more than 400 hours between July 1 and June 30<sup>th</sup> the following year.
- (g) The Employer further agrees to provide information required under this Article to the Yukon University Employees' Union.

### 22.02 Collective Agreement

- (a) The Employer agrees to provide the printing and distribution of the copies of the Collective Agreement to employees in the Bargaining Unit. In addition, the Employer agrees to post an electronic version on the website.
- (b) Where a Collective Agreement has been renewed or amended, prior to printing the renewed or amended Collective Agreement, the Employer will send a draft copy to the Alliance and one (1) copy to the Local Representative for their approval.

## **ARTICLE 23 – PROVISIONS OF BULLETIN BOARD SPACE**

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

## **ARTICLE 24 – PICKET LINES**

24.01 Employees may refuse to cross a legal picket line. Where employees refuse to cross a legal picket line, they shall be considered on authorized leave without pay.

## **CLASSIFICATION**

### **ARTICLE 25 – CLASSIFICATION**

25.01

- (a) The Public Service Alliance of Canada and the Board of Governors agree that Yukon University will use the Classification System approved by the Joint Classification Committee, dated July 9, 1992, and referenced in Appendix A. Any changes to this Classification System will be done by mutual consent of the parties.
- (b) All position evaluations shall adhere to sound classification principles.
- (c) For all classifications and reclassifications performed on or after July 1, 2000, an employee shall be provided a summary of their classification upon request, including the rationale for the points awarded. Such information will also be provided, upon request, for classifications and reclassifications performed prior to July 1, 2000 if available.
- (d) In accordance with Articles 48 and 49, the Employer shall make available at least every two (2) years, a course on the Yukon University Classification system.

25.02

- (a) Any Bargaining Unit employee may appeal their classification provided the appeal is brought forward by the Union in accordance with 25.04.
- (b) The Employer shall respond to a classification appeal within thirty (30) working days.

25.03 The Public Service Alliance of Canada and the Board of Governors agree that there will be a list established by mutual agreement of persons to act as Classification Appeal Board Chairpersons . The Chairperson will deny or uphold the appeal. The costs of the hearings are to be shared equally by the parties.

- 25.04 The Alliance shall notify the Employer in writing within thirty (30) working days that a dispute exists, and the parties will establish a Classification Appeal Board within thirty (30) working days of the aforementioned notice.
- 25.05 In the event there is a significant re-allocation of position duties or tasks to an existing position(s) due to departmental or faculty reorganization and/or the departure of a full-time employee, the incumbent may request a review of their position. The Employer will review the position as soon as possible and in any event within ninety (90) days upon receiving a request. The Employer may re-rate the affected position(s) and the employee(s) may file an appeal and Article 25.04 will apply.

## **ARTICLE 26 - FACULTY TITLE AND RANK**

### **26.01 Faculty Title and Rank**

Faculty titles and rank shall be designated as follows for all term and permanent instructional faculty: Instructor, Senior Instructor, Assistant Professor, Associate Professor, and Professor.

For each Faculty, the Dean, in their capacity as chair of Faculty Council, will form a committee to make recommendations regarding appointment to and promotion between these academic ranks; the committee's recommendations will be referred to the President and Board of Governors for approval. The committee will consider the quality and quantity of the faculty member's academic work, including but not limited to the following criteria:

- (a) Academic credentials;
- (b) Demonstrated effectiveness in teaching or in professional practice;
- (c) A demonstrated record of scholarly activity; and
- (d) A demonstrated record of service.

26.02 Instructor: An Instructor is a faculty member with teaching and service workloads in accordance with Article 28.10 b(i) and (ii). The minimum qualifications will vary across schools and program areas. In trades areas, Instructors shall hold the highest level of designation for their trade. In other areas the minimum qualification will be an undergraduate degree.

26.03 Senior Instructor: A Senior Instructor is a faculty member with teaching and service workloads who normally will have the following minimum qualifications:

- (a) A master's degree or professional accreditation equivalent to a master's degree, or considerable work leading to a doctoral degree, or professional study and experience deemed the equivalent of a master's degree;
- (b) Aptitude for teaching university students as outlined in Article 28.10 (b)(i) and;



(c) Evidence of commitment to a record of service as outlined in Article 28.10 (b)(ii).

26.04 Assistant Professor: An Assistant Professor normally has the following:

- (a) A doctoral degree or the degree that is determined as the terminal degree for the discipline. Equivalent qualifications or experience may be substituted, such as professional qualifications and a degree normally considered terminal for teaching the relevant academic discipline, or where the faculty member has accumulated experience judged to be particularly relevant and valuable to a discipline;
- (b) Evidence of commitment to and potential ability for effective teaching;
- (c) Evidence of commitment to and potential ability for scholarly activity; and
- (d) Demonstrated record of service as outlined in Article 28.10 (b)(ii).

26.05 Associate Professor: In addition to the requirements for Assistant Professor, an Associate Professor normally has a demonstrated record of:

- (a) Effective teaching;
- (b) Sustained, productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the faculty member's terminal degree; or as outlined in 26.07 and
- (c) Sustained record of service as outlined in Article 28.10 (b)(ii).

26.06 Professor: In addition to the requirements for Associate Professor, a Professor normally has a demonstrated record of:

- (a) Sustained, high-quality teaching;
- (b) Sustained, productive scholarly activity, including work assessed by peer review, which represents a contribution to the faculty member's discipline that is additional to the requirements of Associate-level scholarly activity, and with achievements that are of sufficient significance to be recognized nationally or internationally; or as outlined in 26.07 and
- (c) Sustained and significant record of service as outlined in Article 28.10 (b)(ii).

26.07 Traditional Knowledge Recognition

A faculty member who self-identifies as Indigenous and is recognized within their respective community as a traditional knowledge holder but does not hold a master's or doctoral degree in the appropriate subject area(s) may be appointed to the title of Assistant Professor, Associate Professor or Professor.

A self-identified Indigenous faculty member may elect to add an equivalent Indigenous Title to their appointed rank.

The establishment of qualifications equivalent to a graduate credential in the area of Indigenous knowledges shall take place at the time of appointment and shall be certified by the Faculty wishing to make the appointment, to the satisfaction of the Dean; Associate Vice-President, Indigenous Engagement and Partnerships; and Vice-President, Academic and Provost or their designates. In determining graduate-credential equivalency in the area of Indigenous knowledges, consideration shall be given, but not limited to, the level of knowledge of the language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples.

This knowledge may have been acquired through lived experience; active and lengthy participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and a careful study of and reflection on their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Indigenous Elder or Traditional Knowledge Carrier/Keeper. The Dean in cooperation with the Associate Vice-President, Indigenous Engagement and Partnerships and the Vice-President, Academic and Provost, in consultation with identified First Nations Community members as appropriate— will validate the faculty member's qualifications in this area by confirming they are recognized as a traditional knowledge holder by their respective community.

## **ARTICLE 27 - SESSIONAL INSTRUCTOR**

The term "Sessional Instructor" shall refer to an employee of Yukon University within the scope of the bargaining unit who is responsible for teaching credit courses and remunerated on a per-course basis. A Sessional Instructor may be appointed to a specific 3-credit course, or multiple courses.

The primary responsibilities of the Sessional Instructor are to prepare and teach courses and programs within their area of competence. Sessional Instructors may be required to compete on open courses or may be assigned a specific course based on previous instructional experience.

Sessional Instructors may be offered to teach the same, or similar, course in multiple semesters or in multiple years if the course is offered and performance is satisfactory.

When a course scheduled to be taught on a Sessional basis is cancelled due to insufficient enrollment, or for other just cause, and the cancellation occurs within the twenty-one (21) day period prior to, but not including, the first scheduled class, the person who was appointed to teach the course will receive 25% of the stipend for the course that has been canceled.

If the course is cancelled on or after the first scheduled class, the individual will receive the greater of 25% of the course stipend or the proportion of the course stipend corresponding with the proportion of teaching duties completed.

The cancellation fee will not be paid if the individual accepts an offer to teach an alternate course in the same term with an equivalent stipend. The individual will receive a pro-rated fee if offered an alternate course with a smaller stipend.

## ARTICLE 28 – HOURS OF WORK

### 28.01 HOURS OF WORK – STAFF

- (a) Hours of work shall be scheduled so that full-time employees other than those specified in Article 28.02 below, work thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive and seven and one-half (7 1/2) consecutive hours per day, exclusive of a meal period.
- (b) Notwithstanding 28.01 (a),
  - (i) employees hired prior to December 1993 may voluntarily agree to a work week of five (5) consecutive days other than Monday to Friday;
  - (ii) the Employer will inform new employees in writing at the time of hire, that such employees may be assigned to a work week of five (5) consecutive days other than Monday to Friday; and
  - (iii) current employees will not suffer a job loss as a direct result of a change in the work week.

### 28.02

- (a) Hours of work for those employees listed below shall be scheduled so that full-time employees work thirty-seven and a half (37.5) hours per week and seven and a half (7.5) consecutive hours per day exclusive of a meal period:
  - Custodial Worker
  - Custodial Supervisor
  - Library Staff
  - Manager, Campus Housing
- (b) Hours of work for those employees listed below shall be scheduled so that full-time employees work forty (40) hours per week and eight (8) consecutive hours per day inclusive of a one-half (1/2) hour meal period:
  - Cooks
  - Food-Service Workers

### 28.03 Shift Work

The employer will make every reasonable effort

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

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

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

### 28.06 Normal Work Schedule

Except where the alteration is at the request of the employee or otherwise agreed to by the Employer and the employee, the employee's working schedule will not be altered unless they have been given a minimum of seven (7) working days' advance notice of the alteration.

Where the Employer fails to give an employee seven (7) working days' advance notice of an alteration in their normal work schedule, the Employer shall pay the employee at the rate of time and one-half (1½T) for all regular hours worked on the first day or shift following receipt of the notice of the change. Subsequent days or shifts worked on the revised hours shall be paid at straight-time, subject to the overtime provisions of this Agreement.

### 28.07 Rest Periods

- (a) The Employer shall schedule two (2) paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the midpoint of the work periods before and after the meal break.

#### (b) Meal Breaks

The Employer shall schedule a lunch period or a meal break as close as possible to the midpoint of an employee's shift. The duration of the lunch or meal break may vary but shall not be less than one-half (½) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee.

### 28.08 No Guarantee

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

## 28.09 Flexible Hours

- (a) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work, where employees wish to vary their hours of work,
  - (i) upon request of the bargaining agent, representing a group of employees in a particular work area, and
  - (ii) where the Dean or Director responsible for the program in that area concurs that the requirements of the program can be met in eight or nine (8 or 9) days, provided that the majority of the employees in the workplace approve the revised work schedule, and that no employee is scheduled to work less than four (4) full days in any continuous period of seven (7) days.
- (b) Where the provisions of 28.09 (a) are applied, the Dean or Director of the work area must approve the schedule of hours for every employee but, subject only to operational requirements, an employee may choose to work the normally scheduled hours, or the revised schedule established according to their preference.
- (c) Notwithstanding variations in the scheduled hours of work, approved pursuant to 28.09 (a), the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in the view of the Employer, operational requirements cannot be met under the varied schedule.
- (d) Where the scheduled hours of work are varied pursuant to 28.09 (a), an employee included in the varied schedule shall be entitled to rest on such days as are not scheduled as a normal working day for them, and their days of rest for the fourteen (14) day period shall be neither increased nor decreased by reason of the varied schedule.
- (e) The provisions of the agreement that require variation in order to satisfy the conditions of 28.09 (c) will be agreed upon prior to implementation.

## 28.10 Workloads and Overtime

### Faculty

Faculty work in a collegial model, in a cooperative and consultative manner with their peers, Dean/Director and other University staff.

Faculty workload will consist of Teaching and Service and may also include Scholarship. It is recognized these elements may overlap and the percentage of each element may vary. Workload plans may also be multi-year plans.

Yukon University recognizes the right of faculty to exercise professional discretion, within the limits of this Collective Agreement.

#### Workload-Assignment Meetings

(a)

- (i) An Annual Workload Plan for each faculty member shall be determined by the Chair/Department Head in consultation with the faculty member by May 31st and shall not exceed the criteria outlined in 28.10 (b) (v) below. Workload plans may also be multi-year plans and such plans may include averaging workloads over the duration of the plan.

For appointments made after May 31st, an annual workload shall be determined by the Chair/Department Head in consultation with the faculty member within three (3) weeks of the appointment.

- (ii) Subsequent to the initial assignment meeting, a faculty member may request a meeting with the Dean/Director to review the workload expectations. If there are concerns with the workload, the Dean/Director shall make every reasonable effort to address the perceived issue(s). In the event the matter is still not resolved, it will be referred to the Workload Committee (Article 28.10, Sections (j-m) below).
- (iii) The parties agree that the local Union President shall be provided with access to copies of the individual Annual Workload Plans and Course Workload List(s) described in 28.10 (a) (i) above and 28.10 (c) (i) below no later than June 20th.

#### Workload Scope and Allocations

(b)

- (i) Teaching includes student-facing activities, but is not limited to:
  - Class preparation;
  - Direct and indirect teaching time in classroom;
  - On-line, laboratory, seminar, fieldwork and individual study formats and settings as required by the course;
  - Advising students.
- (ii) Service may involve activities that are performed at the level of the department or area, the institution, or the wider community served by Yukon University, including, but not limited to, the following activities:
  - Participation in department, faculty, and university governance
  - Service on regional, national, and international committees and other professional organizations

- Administrative and non-teaching responsibilities within the University
  - Creation, development, evaluation, and revision of academic programs
  - Community service where the individual has made an essentially non-remunerative contribution by virtue of particular academic competence.
- (iii) Scholarship is a multi-faceted activity and an ongoing process involving the creation, integration, and dissemination of knowledge. Scholarship can take many forms including, but not limited to, the following:
- Independent or collaborative research across the full spectrum (basic, applied, educational, policy, quantitative, qualitative, etc.)
  - Staying current and maintaining competency in the content and methodology in one's field and related fields
  - Inquiry and reflective practice
  - Innovation in pedagogy
  - Knowledge translation and reformulation for new applications
  - Composition, creative activity, and performance
  - Publication
  - Presentation at scholarly conferences or expert groups
  - Applied scholarship through problem-solving practices, innovation, product development (tools, handbooks, manuals, software, etc.)
  - Technology development, patents, technology transfer and commercialization
  - Developing standards, guidelines, and best practices
- (iv) The percentage of time allocated to Teaching, Service and Scholarly Activity respectively will be documented in each faculty's Annual Workload Plan.
- (v) Teaching duties and Scholarly Activity combined will not exceed eighty percent (80%) of total annual workload without written mutual agreement of the faculty member and Dean/Director.
- (vi) Teaching duties for new full-time faculty members will be reduced by the equivalent of one (1) course in their first semester of employment.
- (vii) Instructor/Coordinators will have no less than ten per cent (10%) and up to fifty per cent (50%) of their workload allocated to the coordination function.

#### Course Workload List

#### Process

- (c) The percentage of time required to perform an assigned instructional duty will be based on the percentage as shown in the Course Workload List which shall be developed as follows:

- (i) Within sixty (60) calendar days of ratification of this Collective Agreement and whenever a new course is developed, each Dean/Director, through a consultative process with the faculty members in their division, shall prepare a list of all credit and non-credit courses offered by their Division or Faculty and the value of the assigned percentage of workload for each course.
- (ii) The assigned workload percentage of each course will be determined through faculty discussions and consideration of previous historical norms.
- (iii) In exceptional circumstances (such as class sizes, the nature of the students or the delivery method), the workload percentage assigned to a course may be increased or decreased by the Dean/Director.

#### Scholarly Activity

(d)

- (i) Faculty members employed by the University prior to July 1, 2016 shall not be required to engage in Scholarly Activity.
- (ii) All faculty members are encouraged to engage in Scholarly Activity and apply for internal and external funding to support their activities.
- (iii) Faculty teaching in Yukon University degree programs shall, on an annual basis, provide a Scholarly Activity Plan which will allow the University to meet the annual reporting requirements of its external degree accreditation body. These requirements will be posted on the University's intranet.
- (iv) Faculty teaching in Yukon University degree programs that are subject to accreditation shall be provided with the equivalent of at least two (2) course releases over each academic year to support their Scholarly Activity (prorated based on FTE status).

#### Hours of Work

- (e) Except by mutual agreement between the employee and the Dean/Director, once the annual workload assignment has been determined, a faculty member's hours of work will not be reduced during the following academic period of time agreed upon or until the end of the faculty member's term, whichever comes first. However, in instances where unanticipated changes occur due to factors not controlled by the University (e.g., low student enrolment or cancellation of a contract), reassignment may be necessary. In such cases, notification will be given as soon as possible.

#### Annual Faculty Workload

- (f) The annual faculty workload of Yukon University faculty shall consist of the following:



- i. two hundred and six (206) days of duty time, inclusive of Travel Bonus Days; and
- ii. forty (40) days of annual vacation leave.

Typical course loads will vary depending on the subject area; however, in general,

- iii. a 100% teaching load for faculty with workloads consisting of teaching and service will be eight (8) 3-credit courses or the equivalent thereof; and
- iv. a 100% teaching load for faculty with workloads consisting of teaching, research and service will be six (6) 3-credit courses or the equivalent thereof.

In program areas where course loads equivalent to the above limits need to be developed and agreed to, a standing committee of the relevant Faculty Council will determine a fair and equitable equivalent.

Notwithstanding 28.10 (c), typical annual workloads expected of permanent and term faculty will be decided by the same standing committee of the relevant Faculty Council.

- (g) A faculty member's workload will not exceed sixty percent (60%) of the annual workload plan in any four-month period except by written mutual agreement of the faculty and the Dean/Director.
- (h) A faculty member's workload may be averaged over a multi-year workload plan, but no year shall exceed the annual workload limits by greater than ten percent (10%) except by written mutual agreement of the faculty and the Dean/Director.
- (i) No faculty member will be required to exceed a one hundred percent (100%) workload allocation except as set out in (i) above. However, with written mutual agreement, the above (f) limits may be exceeded and will be remunerated at two (2) times the faculty member's regular rate of pay.
- (j) Faculty members have the discretion to regulate their duties and responsibilities outside of scheduled classes, posted office hours, counseling/advising students (faculty advising) and scheduled meetings. Faculty members must provide availability information when off campus during regular working hours.
- (k) A faculty member may apply to have up to a twenty-five percent (25%) reduction in their annual instructional workload once every three (3) years for the purpose of undertaking an appropriate activity subject to operational requirements. This activity must be consistent with and in support of the University Strategic Plan. Activities require the approval of the Dean/Director and the appropriate Vice-President for alignment to the University Strategic Plan and to ensure operational requirements

can be met. In addition, proposals for scholarly activities will be reviewed by a committee to confirm the ethics and validity of the proposal. Activities undertaken under the Section will be subject to evaluation as part of the faculty member's regular workload.

- (l) Pursuant to the provisions for 28.10(f), (g) and (h), in the event a new course is offered, preference will be given to current qualified faculty whose workload is less than one (1) full time equivalent.

#### Workload Committee

- (m) If the faculty member has not received a suitable solution from their discussions pursuant to 28.10 (a) (i), the faculty may file a formal dispute.
- (n) In the event of a dispute over a faculty member's workload within the faculty member's assigned hours of work, a Joint Workload-Dispute Committee will be established. It will consist of four (4) members, two (2) appointed by the Union and two (2) appointed by the University. The purpose of this Committee shall be to ensure consistent application of these provisions and to resolve all disputes with regard to workload as quickly as possible.
- (o) The formal dispute will be filed with the Dean/Director who will inform the committee of the dispute within five (5) days.
- (p) The Committee will endeavour to meet within one (1) week of receiving a request to resolve the dispute. A decision made by a majority of the Committee shall be sent to the faculty member and the Dean/Director within one (1) week of the meeting. A faculty member who does not find the decision of the Committee to be reasonable, may seek resolution through the grievance procedures contained in Article 13.

#### Non-Faculty

- (q) Where an employee who is not a faculty member believes their workload is excessive, such that they cannot reasonably be expected to complete all assigned tasks without working overtime, the employee shall present their concerns to their manager or supervisor, who may eliminate, reduce or prioritize tasks.

## **ARTICLE 29 – PAY ADMINISTRATION**

29.01 An employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay or the hourly rates of pay as specified for the classification of the position to which they are appointed.

The employer shall consider previous casual employment at Yukon University, in excess of 560 hours accumulated since January 1, 2004, when placing an employee on the pay grid upon hire into a comparable Bargaining Unit position.

29.02 Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.

29.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.

29.04 Upon Promotion

Subject to 29.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of their former position the employee shall receive either

- (a) the minimum of the new range where that minimum is more than 10% above their present salary; or
- (b) where their salary on appointment does not exceed the maximum of the range applicable to the position to which they are appointed, 10%; or
- (c) where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

29.05 Upon Transfer

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

29.06 Upon Reclassification

- (a) Where an employee occupies a position that is reclassified because of a change of duties, resulting in its inclusion in a level having a higher maximum salary, the employee shall receive
  - (i) the minimum of the new range where that minimum is more than 8% above their present salary; or
  - (ii) 8% where their salary is the same as or more than the minimum but less than the maximum salary for the new class;
  - (iii) the maximum rate in the range, where the application of (ii) above would provide for reclassification exceeding the maximum of the range for the position.

- (b) Where an employee occupies a position that is reclassified resulting in its inclusion in a level having a maximum salary the same as that previously applicable to the position, the salary payable remains unchanged.
- (c) Notwithstanding Article 29.01, where an employee occupies a position that is reclassified to a level having a salary range the maximum rate of which is less than the maximum rate of the previously applicable range
  - (i) the rate of pay of the employee shall remain the same, until changed in accordance with this section;
  - (ii) the anniversary date of the employee shall remain the same;
  - (iii) the employee shall continue to be eligible for salary rate increases based on merit and economic adjustments, up to the maximum salary rate in effect for the old level at the time of the reclassification; and
  - (iv) the employee shall not be eligible for further salary rate increases beyond those for which Paragraph (iii) provides until the maximum salary rate for the new level exceeds the employee's salary rate.
- (d) Where the reclassification of a position is to take effect retroactively, the employee who occupies the position during the retroactive period shall be entitled to receive any retroactive benefits that might accrue.

#### 29.07 Market Supplement

- (a) Where a market supplement is added to the base pay for an occupational field, the salary of each employee in a position in that field shall be adjusted by the full value of the market supplement.
- (b) Notwithstanding the provisions of 29.07 (a) above, where an employee is hired at a rate of pay above the minimum due to labour market pressure, and a market supplement is subsequently provided, the employee will not receive the market supplement provided they have been advised in writing at the time of their appointment.
- (c) Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (a) and (b) above.
- (d) Where a market supplement is subsequently reduced or deleted as determined by the Employer, the Employer shall provide 90 (ninety) days written notice to affected employees and the salary of each employee currently receiving the market supplement shall be reduced accordingly.

- (e) It is understood that the provisions of subsection (d) immediately above shall only apply in cases where a market supplement is implemented after the date of ratification.

#### 29.08 Salary Payable for an Acting Incumbent

- (a) Where the employee is required to substantially do the work of a position having a higher maximum salary than the maximum salary applicable to their present position, the employee shall
  - (i) receive the minimum salary for the acting position or 4%, whichever is greater, where their present salary is less than the minimum for the position; or
  - (ii) receive a salary at a rate of 4% higher than their present salary, where their present salary is the same as or higher than the minimum but less than the maximum for the acting position.
  - (iii) where the application of (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.
- (b) All employees shall receive acting pay when required to substantially do the work of the higher position on a continuous basis for a period of two (2) working days.
- (c) Two (2) employees may share the acting pay and the duties of a position having a higher maximum salary than the maximum salary applicable to their present positions by mutual agreement of the two (2) employees and the Employer.
- (d) An employee shall have the right to refuse an acting appointment.

#### 29.09 Application of Anniversary Date

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

- (d) The salary of an employee shall be automatically increased annually on the employee's anniversary date by four (4) percent. Notwithstanding
  - (i) the annual increment shall not exceed the maximum rate in the range for that position.
  - (ii) an employee is not eligible to receive an annual increment if they are in a class for which there is a single rate of pay.

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

## **ARTICLE 30 – RIGHT TO DISCONNECT**

30.01 Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours. The Employer may attempt to contact an employee for emergencies or administrative matters, however, there shall be no disciplinary action or reprisals against any employee due solely to their exercising their rights under this Article.

## **ARTICLE 31 – JOB SHARING**

31.01

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

## **ARTICLE 32 – OVERTIME PAY**

32.01

- (a) Subject to the operational requirements of the University, the Employer shall make every reasonable effort

- (i) to allocate overtime work on an equitable basis among readily available, qualified employees; and
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement;
  - (iii) notwithstanding (i) and (ii) above, where there is an emergency, an employee may be required to work overtime on shorter notice than provided in 32.01 (a) (ii) above.
- (b) An employee may refuse to work overtime for just cause and may be required to state the refusal and cause in writing.

32.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by them when

- (a) the overtime work is authorized in advance by the Employer; and
- (b) the employee does not control the duration of the overtime work.

### 32.03 Regular Working Day

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

### 32.04 Days of Rest

An employee shall be compensated

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

### 32.05 Designated Paid Holiday

- (a) An employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Article 36.01(a).
- (b) An employee who is required to work on a designated paid holiday following a day of rest on which they also worked and received overtime in accordance with Article 29.04, shall be compensated for hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided for in Section 36.01(a).

32.06 Compensatory Leave in Lieu of Overtime Payment

- (a) The employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the employee and the Employer.
- (b) Any outstanding compensatory leave earned during a twelve (12)-month period ending June 30 of each year but not liquidated by December 31 of the same year, shall be paid in cash within one (1) month immediately following the date for liquidation of the leave, at the applicable overtime rate, based upon the employee's hourly rate of pay at the time of payout.

32.07 Meal Allowance

- (a) Where an employee is required to work three (3) or more hours of overtime immediately prior to or immediately following the completion of their scheduled work day, the Employer will provide that employee with a meal allowance of fourteen (\$14.00) dollars.
- (b) Section 32.07 (a) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.
- (c) "Immediately" as used in Section 32.07 (a) above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one (1) hour in duration.

**ARTICLE 33 – PREMIUM PAY**

33.01 Call-Back Pay

- (a) If an employee is called back to work and returns to work,
  - (i) on a designated holiday or day of rest, or
  - (ii) after they have completed their work for the day and have left their place of work, they shall be entitled, on each occasion, to the greater of:
    - (1) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours' pay at straight time, or
    - (2) compensation equivalent to four (4) hours' pay at the straight time rate.
- (b) Notwithstanding 33.01 (a) above, where the employee receives a call and can accomplish the work without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.



- (c) When an employee reports to work overtime for which they have been recalled under the conditions described in Section 33.01 (a), they shall be reimbursed for reasonable expenses incurred as follows:
  - (i) the actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or
  - (ii) when the employee travels, as authorized, by means of their own automobile, mileage allowance at the rate paid by the Employer in accordance with the Policy Guidelines and Procedures Manual.

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

### 33.02 Reporting Pay

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

### 33.03 Stand-by Pay

- (a) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment equivalent to one (1) hour at their regular straight time hourly rate for each eight (8) consecutive hours or portion thereof that they are on stand-by.
- (b) An employee designated by letter or by list for stand-by duty shall be available during their period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Employer will endeavour to provide for the equitable distribution of stand-by duties.
- (c) No stand-by payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on stand-by required to report for work shall be paid in addition to the stand-by pay, the greater of
  - (i) the applicable overtime rate for the time worked; or
  - (ii) the minimum of four (4) hours' pay at the straight-time rate, except that this minimum shall only apply once during a stand-by period; and

(iii) where during any eight (8) consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already utilized option d(ii) above, the employee shall be paid for hours worked the greater of

- (1) the applicable overtime rate for the time worked; or
- (2) a minimum of one (1) hour at the applicable overtime rate.

#### 33.04 Shift Premium

- (a) Employees shall receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked on evening and night shifts, including overtime hours.
- (b) In view of the Employer's requirement to maintain library services to students and the general public on a regularly scheduled basis, employees whose shift schedule commences after twelve noon (12:00 noon) and extends beyond six p.m. (6:00 p.m.) shall be entitled to receive the above shift premium for all hours worked as indicated.

#### 33.05 Weekend Premium

When an employee works on a Saturday and/or a Sunday as part of a regularly scheduled shift, the employee shall receive one dollar and 50 cents (\$1.50) per hour for regularly scheduled hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay.

#### 33.06 First Aid and Dangerous Goods Handling Certificates Allowance

Employees designated by the Employer who are holding an Advanced First Aid Ticket or a Dangerous Goods Handling Certificate and such ticket is not a requirement of their job will be paid an allowance of 60 cents per hour for all regularly scheduled hours while so designated and for overtime hours worked when specifically designated as part of the overtime work.

### **ARTICLE 34 – SEVERANCE PAY**

#### 34.01 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 the employee 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.

#### 34.02 Resignation

Subject to Clause 34.03, an employee who has five (5) or more years of continuous employment is entitled to be paid on resignation from Yukon University 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.

#### 34.03 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.

#### 34.04 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 March 31st so as to facilitate required staffing needs.

#### 34.05 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.

#### 34.06 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 prorated accordingly for the period of part-time employment occurring within the two years referenced above.

## **ARTICLE 35 – TRAVEL TIME**

### 35.01 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, the employee 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 (i.e. 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 (1) 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 (1) 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 (24)-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 (1) 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 28 of the current Collective Agreement.
- (11) All hours of overtime worked shall be compensated for in accordance with Article 32 of the current Collective Agreement.

#### 35.02 Travel Status

- (a) 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 University Travel Policy. 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 University's Travel Policy for the time of the travel and to appropriate overtime benefits if the travel must be taken outside of normal working hours.
- (b) The University Travel Policy will also be applied to overnight stays where an employee has field-based responsibilities for student supervision. This allowance is payable for each overnight stay (formerly inconvenience pay).

## ARTICLE 36 – DESIGNATED PAID STATUTORY DAYS

### 36.01

- (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) Monday preceding May 25th
  - (vi) National Indigenous Peoples Day
  - (vii) Canada Day
  - (viii) Discovery Day
  - (ix) Labour Day
  - (x) National Day for Truth and Reconciliation
  - (xi) Thanksgiving Day
  - (xii) Remembrance Day
  - (xiii) Christmas Day
  - (v) Boxing Day
- (b) Any day proclaimed by the Government of Canada as a National Holiday other than a designated paid holiday mentioned in 36.01 (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 36.01 (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.

### 36.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Article 36.01 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.

36.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 36.02

(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.

36.04 Designated Paid Holidays

Article 36.01 (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 20 (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.

36.05 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.

36.06 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.

36.07 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 37 – LEAVE, GENERAL

### 37.01

- (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 the employee.
- (b)
  - (i) When the employment of an employee who has been granted more sick or special leave with pay than the employee 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 37.01 (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 38 – VACATION LEAVE

38.01 An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Article 38.02 and subject to Article 38.05. An employee 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 University or return but not long enough to earn the already-taken vacation, the Employer has the right to recover the monies directly from payroll from any monies owing the employee.

### 38.02

- (a) An employee other than an instructor or counsellor shall earn vacation leave credits at the following rates (prorated for partial bi-weekly periods):

<b>Years of Continuous Service</b>	<b>Bi-Weekly Accrual Rate</b>
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
In the thirtieth and subsequent years	12.98 hours



An employee is not eligible for vacation for any period during which the employee 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 University 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 University as set out below, the employee 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.

38.03 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 42.03,

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.

#### 38.04 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 accurate planning for leave administration purposes, the Employer commits to make available reports that provide access to point-in-time leave accruals to assist with in-year leave, resignations, retirements, changes of hours, and surplus.
- (c) Effective July 1, 1998, employees may carry forward their unused vacation leave credits accrued as of June 30<sup>th</sup> up to their annual entitlement to the following year starting July 1st. 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.

#### 38.05

- (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 University.
- (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 the employee's 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 expenses forfeited as a result.

38.06

- (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 layoff, if the period of leave will permit them to meet the minimum requirements for severance pay.

38.07

- (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 38.07(a) to be reimbursed for reasonable expenses incurred by the employee.
- (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.

38.08 Notwithstanding Article 38.01 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 38.02. Variations of the above maybe agreed to with each employee individually.

## **ARTICLE 39 – CHRISTMAS BREAK**

### **39.01 Yukon University Christmas Break**

Employees will not be required to report for duty during the Yukon University 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 (2) weeks immediately prior to the Christmas break and the two (2) weeks immediately following the Christmas break shall receive the applicable full-time rate of pay, based on applicable full-time hours, for the three (3) working days that fall between December 25 and January 1.

## ARTICLE 40 – SICK LEAVE

### 40.01 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.

### 40.02 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. Any expense for the medical certificate will be paid by the University.
- (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 and Article 64, Duty to

Accommodate may be applied. Any expense for the medical certificate will be paid by the University.

- (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 (2) 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 Clause 40.02 (g) 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 (75) days.

40.03 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.

40.04

- (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.

40.05

- (a) An employee who retires from Yukon University who has been continuously employed for a period of five (5) years and is entitled to an immediate pension under the Yukon University 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 40.05, “earned sick leave” shall be interpreted as including only sick leave earned while the employee is employed with Yukon University.
- (d) An employee who terminates their employment more than once shall be limited, in their entitlement under this Article, to a maximum of sixty (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 ten (10) consecutive years in a full-time capacity, who takes a part-time position within two (2) years of their retirement date shall receive eligible full-time sick leave credits up to the equivalent of sixty (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.

#### 40.06 Sick Leave for Persons Reappointed

Persons reappointed to a position with Yukon University within eighteen (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. The employee “cashes out” 1/3 of those days (20 days) under Clause 40.05 (b). The employee 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. The employee “cashes out” 1/3 of those days (50 days). The employee 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 (2) years of employment. The employee is reappointed within 18 months. The employer will re-credit that employee with 30 days of sick leave.

## ARTICLE 41 – 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 63. Copies of this policy will be obtainable from Human Resource Services.

## ARTICLE 42 – SPECIAL LEAVE

### 42.01

- (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 one-point-seven-three (1.73) hours bi-weekly (prorated for partial bi-weekly periods) to a maximum of two-hundred and twenty-five (225) hours.

- (b) Notwithstanding the above, a multiple of less than one-point-seven-three (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 two-hundred and twenty-five 225 hours.
- (c) Employees with accrued special leave may use their accruals when personal needs or circumstances (usually unexpected) prevent the employee from performing the employee's regular duties. Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed below. Employees are expected to manage their use of special leave by anticipating and planning their own needs.
- (d) Special leave requests for reasons other than those described in 42.02, 42.03 and 42.05 shall not be unreasonably denied.
- (e) Special leave requests for reasons other than those listed in Clause (d) above shall not be unreasonably denied. The employer may ask that the employee provide reasons for such special leave requests.

#### 42.02 Bereavement Leave

- (a) The Employer shall grant an employee special leave with pay upon bereavement (occurring within thirteen (13) months of the death), or imminent bereavement and to attend the headstone potlatch or service for someone who is not a member of their immediate family.
- (b) In addition, an employee may be granted 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.

#### 42.03 Illness

- (a)
  - (i) Where an employee is required to care for their sick dependent(s) or a sick person permanently residing in their place of residence, or a sick family

member as defined in Clause 42.02 (c), the Employer shall grant special leave with pay. Special leave shall be granted within the context of this paragraph for an employee who is required to care for their spouse. For the purposes of this paragraph the term sick shall include arrangements necessary for a family member to be moved to a care facility.

- (ii) Pursuant to (i) above, a Dean or Director, on behalf of the Employer may, when they have 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.
- (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.

#### 42.04 Marriage

- (a) After the completion of one (1) year's continuous employment with Yukon University, 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 (3) months of the date of their marriage shall no longer be entitled to the leave.

#### 42.05 Other Special Leave

- (a) Special leave with pay shall be granted
  - (i) 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 as required.
  - (iii) to an employee required to travel outside Yukon for a Department of Veteran Affairs (DVA) medical.
  - (iv) to an employee on, the occasion of the birth of their child where the employee is not accessing parental or maternity leave at the same time.



- (b) The employee shall provide necessary proof of the need for or the utilization of leave in 42.05 (a) (i), (ii), or (iii) 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 (1) working day for each instance. The employer agrees to exercise its discretion fairly and reasonably.
- (d) Special leave is not intended to supplement the use of sick, vacation or long-service leave, or to be used to facilitate an absence where another more appropriate leave provision is available.

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

42.07 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 for bereavement or domestic violence 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. If further time is required, leave without pay may be granted to support employees in these circumstances.

## **ARTICLE 43 – PREPAID LEAVE**

### **43.01 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 University Policy, Guidelines, Procedures and Regulations.)

### **43.02 Eligibility and Application Process**

- (a) Employees making application must have completed two (2) continuous years of employment at Yukon University.
- (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.

#### 43.03 Contract

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

#### 43.04 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.

#### 43.05 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 the employee 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.

#### 43.06 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.

#### 43.07 Deferral

The leave may be postponed for one (1) year by the University 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.

#### 43.08 Return to Position

- (a) An employee who is granted leave under this Plan must return to employment with the University 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 44 – LEAVE - OTHER**

#### 44.01 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 the employee can do so in time to complete at least one-half (½) day's work.

- (c) Where a Yukon University 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.

#### 44.02 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 University 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 44.02 (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.

#### 44.03 Maternity Leave

- (a) Every employee who becomes pregnant shall notify the Employer in writing of the pregnancy at least four (4) weeks before the day the employee 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 (2) periods as follows:
  - (i) a maximum of eleven (11) 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 eleven (11) weeks prior to and twenty-six (26) weeks after the termination of pregnancy;
  - (iii) an employee who has not commenced maternity leave without pay may elect to use sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in the Sick Leave Article (Article 40). For purposes of this Clause, illness or injury as defined in Article 40 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 the employee intends to return to work.
- (e) Supplementary Employment Benefit Plan

Any combination of the total Supplemental Benefit (SEB) allowances for Maternity, Parental or Adoption Leave under Articles 44.03, 44.04 and 44.05 received by an employee will not exceed a maximum of seventeen (17) weeks top up at ninety-three percent (93%) of their weekly rate of pay.

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

- (i) After completion of one (1) year continuous employment, an employee who
  - (1) agrees to return to work for a period of a least six (6) months after the expiry of their maternity leave, and
  - (2) provides the Employer with proof that the employee has applied for Employment Insurance Benefits and Service Canada 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) the employee will return to work after the expiry of their maternity leave, unless this date is modified with the Employer’s consent; and
  - (2) the employee 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, layoff or disability, the employee agrees that the employee 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 before receiving Employment Insurance benefit for maternity benefits, an allowance of

ninety-three percent (93%) of their weekly rate of pay for the waiting period; less any other monies received during this period; and

- (2) where an employee has received the full fifteen (15) weeks of maternity benefit under the Employment Insurance and thereafter remains on maternity leave without pay, the employee is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three (93%) of the employee's weekly rate of pay for each week, less any other monies earned 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 the certificate of appointment to the employee's position to which the employee is entitled on the day immediately preceding the commencement of maternity leave; and
  - (2) for a part-time employee, the weekly rate of pay for the classification prescribed in the certificate of appointment to the position to which the employee is entitled on the day immediately preceding the commencement of 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 University agrees to comply with the current *Employment Insurance Act* and the current *Employment Standards Act*.

## **Maternity-Related Reassignment or Leave**

- (f) Where a pregnant or nursing employee produces a statement from their physician that the working conditions may be detrimental to the employee's health, that of the employee's foetus or nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave.

### **44.04 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 either
  - (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option); or
  - (ii) a single period of up to sixty-one (61) consecutive weeks in the seventy-eight (78) week period (extended option),

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 University, they may both apply for adoption leave provided the combined total of such leave does not exceed sixty-one (61) 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 the employee intends to return to work.

## **Supplementary Employment Benefit Plan**

- (g) Any combination of the total Supplementary Employment Benefit (SEB) allowances for Maternity, Parental or Adoption Leave under Articles 44.03, 44.04, 44.05, received



by an employee will not exceed a maximum of seventeen (17) weeks top up at ninety-three percent (93%) of their weekly rate of pay.

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 Service Canada 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 subparagraphs (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 before receiving Employment Insurance benefit for adoption benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for the waiting period; less any other monies received during this period; and
  - (2) Where an employee has received the full fifteen (15) weeks of adoption benefit under the Employment Insurance and thereafter remains on adoption leave without pay, the employee is eligible to receive a further adoption allowance for a period of one (1) week, ninety-three (93%) of the employee's weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the

one (1) week of allowance contained in Sub-paragraph 44.05 (f) (iii) (1) for the same child.

- (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.

#### 44.05 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 for either
  - (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option); or
  - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- (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) or sixty-three (63) 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 University, 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 the shared Parental leave limits as defined in the *Employment Standards Act*, 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 the employee intends to return to work.
- (f) Supplementary Employment Benefit Plan

Any combination of the total Supplemental Employment Benefit (SEB) allowances for Maternity, Parental, or Adoption Leave under Articles, 44.03, 44.04, 44.05, top up at ninety-three percent (93%) remains payable at ninety-three percent (93%), whether the employee receives thirty-three percent (33%) or fifty-five (55%) of parental leave EI.

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) agrees to return to work for a period of at least six (6) months after the expiry of the parental leave, and
  - (2) provides the Employer with proof that the employee has applied for Employment Insurance benefits and that Service Canada has agreed that the employee is qualified for and entitled to such benefits pursuant to the *Employment Insurance Act*.
- (ii) An employee under Section (a) above shall sign an agreement with the Employer, providing that

- (1) the employee will return to work after the expiry of the parental leave, unless this date is modified with the Employer's consent; and
  - (2) the employee 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, layoff or disability, the employee agrees that the employee 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 before receiving Employment Insurance benefit for the parental benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for the waiting period, less any other monies received during this period; and
  - (2) Where an employee has received the full sixteen (16) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive further parental allowance for the period of one (1) week, ninety-three (93%) of the employee's weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in Clause 44.03 (e) (iii) (1) for the same child.
- (iv) The weekly rate of pay referred to in Subsection (iii) above shall be:
- (1) for a full-time employee, the weekly rate of pay for the classification prescribed in the employees' certificate of appointment to the position to which the employee is entitled on the day immediately preceding the commencement of the employees' parental leave; and
  - (2) for a part-time employee, the weekly rate of pay for the classification prescribed in the employees' certificate of appointment to the position to which the employee 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 Subsection (iii) above, the

employee's weekly rate of pay in Paragraphs (1) and (2) above shall be adjusted accordingly.

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

#### 44.06 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.

#### 44.07 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 University.
- (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 (3) 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 (1) 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 University upon completion of their leave for a period of at least equal to that for which the leave was granted.
- (e) The University may consider requests for additional Parental or Adoption leave beyond the current seventy-eight (78) week maximum on a case-by-case basis. Such leave may be considered discretionary leave and may be declined by the Employer.
- (f) 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 University.

#### 44.08 Leave Without Pay for Cultural Pursuits

- (a) Notwithstanding the provisions of Article 44.07, an employee may be eligible for up to five (5) days leave without pay per year for cultural pursuits. Such leave requests will not be unreasonably denied.
- (b) The employee may use compensatory leave at their discretion subject to Article 32.06. Such leave requests will not be unreasonably denied.

#### 44.09 Compassionate Care Leave

The Employer shall grant employees up to twenty-eight (28) weeks of compassionate-care leave without pay to care for a critically ill member of the employee's immediate family, in accordance with the *Yukon Employment Standards Act*.

#### 44.10 Leave Transfer for Compassionate Reasons

- (a) An employee may transfer unused Vacation Leave to another employee on compassionate grounds.
- (b) Leave transferred under this Article shall be based on the premise of a day is a day and administered accordingly.
- (c) Requests for the transfer of Vacation Leave under this Article shall be administered through Human Resources following a call to employees by the Union.
- (d) All leave transferred shall be administered in a confidential manner.

#### 44.11 Family Violence Leave

- (a) The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life, which may affect their attendance and performance at work.
- (b) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave without pay for up to fifteen weeks of unpaid leave to attend appointments with professionals, legal proceedings and to engage in any other necessary activities to support their health, safety and security in accordance with the *Yukon Employment Act* as amended from time to time.
- (c) After 3 months of continuous employment, the first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated special leave or accumulated compensatory leave.
- (d) This leave may be taken as consecutive or single days or as a fraction of a day based on one-hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.

At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted or advanced paid leave beyond the maximum specified above, in accordance with Article 42.07. Such a request shall not be unreasonably refused.

## ARTICLE 45 - CRITERIA FOR SABBATICAL LEAVES

45.01 An employee identified as a Professor or Associate Professor or Assistant Professor shall first be eligible to be considered for a sabbatical leave after five years of service at the University, provided that in each of the four years the employee had achieved a Professor Rank.

A standing committee of faculty councils will review sabbatical applications on a biannual basis and recommend a prioritized list to the appropriate Dean. The applications shall be recommended in all cases where the employee is eligible for a sabbatical leave as specified in 45.01 and has put forward a sabbatical leave project which, in light of the employee's past performance, demonstrates to the satisfaction of the Dean that the leave will be of sufficient benefit to the University and the employee to justify its award. The benefits shall be judged in terms of:

- (a) Research, scholarly and artistic work (Article 28.10b (iii)); or
- (b) Teaching (Article 28.10b (i)); or
- (c) Clinical practice; or
- (d) Other work related to the applicant's University duties (Article 28.10b (ii)).

45.02 With the approval of the Dean, an employee may apply and be considered for a twelve-month or six-month sabbatical leave at 70% salary after five years of service.

An approved list of sabbatical applications will be circulated to all Deans every six months.

The Dean may postpone for one year the sabbatical leave of an employee with an acceptable sabbatical leave project if:

- (a) the number of acceptable applications in any faculty exceeds 1/8 the number of acceptable faculty; or
- (b) an adequate replacement cannot be found for the employee.

Such an employee shall have first claim on sabbatical leave in subsequent years. The postponement shall count as a year of qualifying service for the employee's next sabbatical leave.

45.03 An employee who has been granted a sabbatical leave may cancel such leave before May 1 of the year in which the leave is granted if the leave is to begin on July 1 or November 1 if the leave is to begin on January 1.

#### 45.04 Responsibilities of Sabbatical Leave Recipients

An employee who takes sabbatical leave is expected to return to service at the University for a period equivalent to the duration of the sabbatical leave.

During the period of the sabbatical leave, the employee's assigned duties shall consist of work on the approved sabbatical project.

A report on work done related to the sabbatical project shall be submitted by the employee to the Dean no later than three months after the end of the leave. If an employee received salary from a source other than the University for activities that are part of the employee's sabbatical project, the employee's University salary shall be adjusted so that the combined salary does not exceed 100% of the employee's regular salary.

## **OTHER BENEFITS**

### **ARTICLE 46 – MEDICARE, L.T.D., HEALTH AND GROUP INSURANCE PREMIUMS**

#### 46.01

- (a) The Employer will pay seventy-five percent (75%) of the cost of Medicare, L.T.D. and the Health Plan provided to Yukon University 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 47 – DENTAL-CARE PROGRAM**

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

### **ARTICLE 48 – EMPLOYEE DEVELOPMENT AND TRAINING**

#### 48.01 Employee Development and Training Committee

- (a) In recognition of the importance of staff training and development activities in enhancing the skills and abilities and professional growth of employees in the performance of their duties, the Employer and the Union agree to the establishment of the Employee Development and Training Committee.



- (b) The Committee will consist of two (2) management representatives as designated by the President, two (2) Bargaining Unit employees as designated by the Union. The Committee may invite additional members as required. Terms of Reference are to be drawn up by the Committee and approved by the President in consultation with the Union.
- (c) The Employee Development and Training Policy prepared by the Employee Development and Training Committee and Human Resource Services shall be used as policies, procedures and guidelines for employee training and development to ensure fair and equitable access.

#### 48.02

- (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, the employee must, if requested, provide in writing the rationale for the decision within one week.

#### 48.03 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.

#### 48.04 Entitlement to Courses at the University

Employees will be allowed to participate, tuition-free, in credit courses offered by the University, subject to the following exclusions:

- (a) courses accredited by the University's partner institutions and offered as part of partnered programs.
- (b) practicum courses in vocational programs; and courses designed for and purchased by a specific outside organization.

Employee participation in credit courses is also subject to the following provisions:

- (c) The employee must meet the prerequisite or obtain permission to register from the instructor when the course has a prerequisite
- (d) The employee will pay for any books, supplies, materials, or other ancillary fees.
- (e) The employee's participation will not displace fee-paying students.
- (f) Pursuant to 48.04(c), in the event the employee wishes to participate in a course that has reached its cap through registrations by fee-paying students, the employee may still secure a seat above the seat cap by paying 50% tuition.

#### 48.05 Development and Training Funds

The funding for Development and Training will be allocated on an annual basis as part of the University budgeting process. The annual minimum allocation will be \$100,000 for Staff and \$80,000 for faculty. The funds will be administered by the Employee Development and Training Committee.

#### 48.06 Tuition Reimbursement

In order to meet the emergent university goals of Yukon University, the parties agree that in addition to the Employee Development and Training Fund, an annual fund of \$50,000 will be allocated for staff to access tuition reimbursement on credit courses leading to diplomas, degrees or advanced degrees. Unspent dollars in the fund will be rolled into the next fiscal year for up to three (3) years.

The identification of the course opportunities will be done in conjunction with the employee's annual Performance Plan and under the Training and Development Section.

The maximum that an individual may apply for in any year will be set at \$3,000. Applications to the funds will be reviewed twice annually – once in the fall semester and once in the winter semester. Applications will be assessed based on their ability to demonstrate that they meet the emergent needs of the University. Decisions will be made by a committee of Deans and Chairs and will not be subject to appeal. As such, a committee of the Deans and Chairs will identify the most urgent training.

#### 48.07 Children and Spouses of Staff Members

Children, stepchildren, and spouses of permanent staff members are eligible, in accordance with 48.04, for a 35% tuition reduction on courses taken at Yukon University.

#### 48.08 Professional fees

The Employer shall pay or reimburse a full-time employee for professional licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the performance of the duties of the employee's position as identified in the Job Profile/Description and/or the Statement of Qualifications for the role.

### **ARTICLE 49 – IN-SERVICE**

49.01 During University In-Services, the Employer shall make every effort to ensure all interested University employees are able to participate.

### **ARTICLE 50 – NORTHERN TRAVEL ASSISTANCE**

(It is understood that the following benefit is earned on a prorated basis, based on actual hours, for other than full-time employees.)

- 50.01 Travel Assistance: A full-time employee who completes one (1) year of continuous service with Yukon University is entitled to two-thousand seven-hundred and fifty dollars (\$2,750) 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.
- 50.02 An employee shall be paid on layoff or death, a prorated, 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.
- 50.03 An employee on leave of absence on their anniversary date will normally receive the travel assistance on the anniversary date but may request that the travel assistance be paid out 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 the employee's return to work.

## **ARTICLE 51 – COMMUNITY ALLOWANCE**

- 51.01 Community allowance payments will be prorated for partial bi-weekly periods. All part-time employees will be paid on a prorated 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.

Community Allowances shall be increased annually commencing July 1, 2021, based on the general economic increase.

## **ARTICLE 52 – REMOVAL EXPENSES**

- 52.01 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 University 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.

52.02 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 53 – STAFF ACCOMMODATION**

53.01 Employees Transferred from One Community to Another

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

## **ARTICLE 54 – TRAVEL BONUS FOR EMPLOYEES OUTSIDE OF WHITEHORSE**

54.01

- (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
All Other Communities	2.31 hours bi-weekly

- (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.

54.02

- (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 twelve (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 (1) child.

## **ARTICLE 55 – SAFETY FOOTWEAR ALLOWANCE**

55.01 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 two hundred dollar (\$200.00) footwear allowance.

## **ARTICLE 56 – UNIFORMS**

56.01 The University will provide two (2) uniforms per year to each kitchen worker.

56.02 Custodial Clothing Allowance

On the 1st of September each year, an employee who is a full-time permanent Custodian, Custodial Night Supervisor, or Custodial Supervisor will receive a two-hundred-dollar (\$200.00) clothing allowance. Part-time permanent custodial employees will receive the same allowance based on their status on September 1.

## **PART-TIME EMPLOYEES**

### **ARTICLE 57 – PART-TIME EMPLOYEES**

57.01 General

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

57.02 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.

### 57.03 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.

### 57.04 Overtime

A part-time employee is entitled to receive overtime compensation in accordance with Article 32, 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.

### 57.05 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 (2)-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 (2)-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 Article 32.05 of this Collective Agreement.
- (d) Designated paid holidays referred to in this Article are those contained in Article 36.

### 57.06 Vacation Leave

A part-time employee shall earn vacation leave credits in proportion to the average number of hours worked per week consistent with Article 28 and as specified in Article 38.02. 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.

57.07 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.

57.08 Northern Travel Assistance

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

57.09 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.

57.10 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.

57.11 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.

57.12 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 58 – HEALTH AND SAFETY

58.01 The Employer shall ensure that the health and safety at work of every person employed by the Employer is protected. Employees will cooperate with the Health and Safety Committee established for the workplace where the employee is employed.

58.02

- (a) In accordance with Article 58.01, 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.

58.03 The Health and Safety 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 workplace;
- (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 workplace; 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.

58.04 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 Committee Chair or the regional representative.

58.05 Where, by law or by 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.

58.06 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 59 – DISCRIMINATION

- 59.01 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*.
- 59.02 The parties are committed to the identification and elimination of systemic discrimination in the workforce. Systemic discrimination includes structural barriers, policies or practices, or widespread stereotypes and assumptions that bar certain groups of people from full participation in activities covered by the *Yukon Human Rights Act*.

## ARTICLE 60 – HARASSMENT

- 60.01 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 University 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.

60.02

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.

#### 60.03

- (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) Article 13.18 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.

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

## **ARTICLE 61 – INVASION OF PRIVACY**

61.01 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 62 – ACADEMIC FREEDOMS, ACADEMIC RESPONSIBILITIES AND COPYRIGHT**

For the purpose of this Article, faculty shall mean Bargaining Unit members engaged in research and scholarly activity on behalf of the University.

- 62.01 The purpose of academic freedom is to allow Yukon University to fulfill its mandate to pursue truth, educate students, and to advance and communicate knowledge. Academic freedom is a core value of Yukon University. It protects the right of the faculty to teach and of Yukon University students to learn. It promotes the open exchange of ideas, which is an essential function of the University.
- 62.02 Academic freedom allows the faculty to take intellectual risks and explore challenging and controversial topics in their teaching, research, and scholarship. The free and open pursuit of truth can result in different judgements with respect to that truth.
- 62.03 Academic freedom is available to the faculty of the University and must be grounded in reasoned discourse and rigorous and extensive research and scholarship, as guided by peer review and constrained by the professional standards of the faculty member's discipline.
- 62.04 The commitments, rights and responsibilities of faculty members include three major inter-related roles:
- (a) to participate in search for truth and to communicate openly the results of this search;
  - (b) to develop scholarship and research in specific disciplines, within which the students participate in the process of rational enquiry; and
  - (c) to ground their teaching, research and scholarship in the best available evidence.
- 62.05 The parties agree to respect the right of all faculty members to exercise their academic freedom. This means the faculty members have the freedom to teach, to design and develop curriculum and pedagogy; to engage in scholarly activity including but not limited to research and creative work; and to publish or otherwise present the products of that scholarly activity.
- 62.06 Academic freedom carries with it high standards of academic responsibility. These include adherence to the professional standards of the faculty member's discipline, and acknowledgement of the need to base teaching, research, and scholarship on rigorous and extensive research, scholarship, and peer review.
- 62.07 Academic freedom must be exercised in a reasonable and responsible manner. It does not require neutrality; rather it carries with it the duty to use that freedom in a manner consistent with the Yukon University Code of Ethics and the scholarly obligation to base research, teaching, publication, and other forms of scholarly expression on an honest search for knowledge and rigorous enquiry.
- 62.08 Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University. In the exercise of academic freedom, members shall respect the academic freedom of others, and shall ensure that the human rights of students are respected and that students are encouraged to pursue their education according to the principles of academic freedom.

62.09 Faculty members shall, in their published professional or scholarly work, undertaken as an employee of Yukon University, indicate their affiliation with Yukon University and properly attribute significant contributions of others.

#### 62.10 Copyright

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 University, 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 the employees' lifetime and upon their death by the employee(s) 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 University, 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 University.
- (c) Where the employee(s) utilizes material to support the employee(s) function at Yukon University, and such materials were created prior to their employment with the University, 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 University without using Yukon University resources, systems, facilities, funds or staff, the employee will have sole ownership of such materials.
- (e) In the cases identified in (c) and (d) above, the ownership of the copyrighted material belongs to the employee. In the event that the employee is deceased, and unless otherwise transferred or assigned by the employee, the rights shall revert to the estate of the employee and will remain enforceable in accordance with Canadian copyright laws.

#### 62.11 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee(s) holds the copyright pursuant to 62.10 (a), the University shall have a right to use the employee(s) copyrighted materials in perpetuity, free of charge, for

University purposes subject to the University's obligation under the applicable privacy legislation and third-party rights. The University may amend and update the copyrighted materials with the approval of the employee(s) holding the copyright to the material, such approval will not be unreasonably withheld, or without the employee's approval should the employee no longer be employed at the University and the material supports course teaching and/or delivery. Such changes will be duly noted as made by Yukon University.

#### 62.12 Employee(s) Rights to Materials Copyrighted by the Employer

Where the University holds the copyright pursuant to 62.10 (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 University. Such approval will not be unreasonably withheld.

### **ARTICLE 63 – FREEDOM OF SPEECH**

- 63.01 When exercising their fundamental rights to freedom of speech as expressed in the Canadian Charter of Rights and Freedoms, members are responsible to ensure that their private actions are not interpreted as representing Yukon University.
- 63.02 All employees are entitled to their political rights provided they respect their obligations to the Employer as specified in the Collective Agreement.
- 63.03 Freedom of expression, a fundamental freedom, applies to everyone in Canada. Members shall not be hindered from exercising their legal rights as citizens by the University.
- 63.04 An employee who legitimately exercises their right to free speech, shall not be given reasonable cause to fear intimidation, interference, harassment, or reprisal by the University as a result of their exercise of this right.

### **ARTICLE 64 – DUTY TO ACCOMMODATE**

The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the University benefitting both Yukon University and the employee, and is committed to upholding the duty to accommodate the needs of employees pursuant to the Yukon Human Rights Act. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

### **ARTICLE 65 – JOINT CONSULTATION**

- 65.01 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.

65.02

- (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.

65.03 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 Reassignment 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 48.04, "Entitlement to Courses at the University";
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; and

#### 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.

#### 65.04 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-committees 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 University Employees' Union and the President of Yukon University.

## **ARTICLE 66 – 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.

#### 66.01 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 University 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 (2) members of the Bargaining Unit.

#### 66.02 Directors, Deans, and Managers

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

#### 66.03 Permanent and Term Non-Faculty



The Selection Committee will include the Hiring Manager or designate and two bargaining unit members, one from the program service area concerned and one from another area of the University.

#### 66.04 Permanent and Term Faculty

##### Committee Formation and Composition

- (a) When approval is given to fill a faculty vacancy as per the University's staffing request process, the appropriate school chair shall form an Advisory Selection Committee (ASC) and determine its size and quorum threshold in consultation with program faculty and the dean.
- (b) Where possible, members of ASCs should be faculty with at least five (5) years of continuous employment with the program holding the vacancy for which the faculty appointment is being made.
- (c) In forming the ASC, the chair should strive for balanced representation in terms of gender, race, and ethnicity. In addition,
  - (i) The chair of the school (or designate) shall chair the ASC.
  - (ii) The ASC shall consist of the chair of the school (or designate) in which the program sits, at least two (2) faculty members from the program, and at least one faculty member from another program (ideally, but not necessarily, from another program within the same school).
  - (iii) Programs with fewer than the required faculty members available may choose members from the faculties at large to serve on the ASC.
  - (iv) Students and/or members of the community at large may be members of the ASC as deemed appropriate through consultations between the program faculty, chair, and dean.

##### Faculty Hiring Process

- (a) The Dean shall determine the academic qualifications and the experience required for the appointment. The ASC will organize and initiate a suitable hiring process in accordance with the terms of this Agreement and University policies and procedures.
- (b) Normally, all positions will be advertised and posted on the University website, and in appropriate publications as resources permit, except where Appointments Without Competition are made pursuant to 15.07.

With regard to such posting,

- (i) An approved appointment vacancy may be advertised as being “subject to budgetary approval,” with the consent of the Vice-President, Academic and Provost.
  - (ii) Should there be any substantial changes in a posted position in the terms or length of appointment prior to the position being offered to an applicant, the position may be re-posted.
- (c) The ASC shall review applications for appointments and make a short list prior to conducting interviews. In assessing candidates, the ASC shall consider
- (i) the nature of the duties to be performed (as advertised);
  - (ii) the character and quality of the degrees held; and
  - (iii) the record of teaching, research, and other scholarly, creative or professional work of each candidate, as outlined in criteria for rank.
- (d) The assessment shall be made objectively on sound academic and other relevant grounds, including any predetermined equity provisions, to be assessed on an individual position basis.
- (e) The ASC will endeavour to reach a consensus decision regarding the competition.
- (f) If the competition produces a successful candidate, the ASC chair shall communicate the committee’s recommendation of the candidate to the Dean. Upon receipt of the ASC’s recommendation, the Dean shall consider the matter and forward their recommendation, along with the recommendation of the ASC, to the Vice-President, Academic and Provost, who shall forward these recommendations and their recommendation to the President, who shall decide on the appointment and make the appropriate recommendation to the Board of Governors.
- (g) The successful candidate shall receive a letter of appointment in duplicate from the President and Vice-Chancellor (or designate) specifying the terms of employment, including:
- (i) the Faculty in which the appointment is made and the program(s) with which the appointment is affiliated;
  - (ii) rank of appointment;
  - (iii) type of appointment and, if shared, the agreement reached with the Dean;
  - (iv) nominal salary and, where applicable, actual salary;
  - (v) amount, start and end dates of any additional stipend(s) given to the Member where applicable;

- (vi) date on which the appointment commences;
- (vii) duration of appointment period, where applicable;
- (viii) details of the amount and conditions applying to any start-up funds provided;
- (ix) other terms and conditions of the appointment as have been agreed upon by the candidate and the University, provided they are not inconsistent with the terms of this Agreement; and
- (x) a statement that the appointment is subject to the terms of the current Agreement which is renegotiated from time to time.
- (xi) A link to this Agreement and a letter from PSAC which invites the candidate to contact the PSAC prior to accepting the Employer's offer shall be included with the letter of appointment.

#### 66.05 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.

## ARTICLE 67 – PERFORMANCE EVALUATIONS

### 67.01 (a) Probationary Period

- (i) A newly hired employee appointed to a non-faculty position shall serve a probationary period of six (6) months; this probation may be extended with the agreement of the parties.
- (ii) A newly hired employee appointed to a faculty position shall serve a probationary period of ten (10) months; this probation may be extended with the agreement of the parties.
- (iii) An interim performance evaluation will be conducted halfway through the probationary period on any employee serving a probationary period and a final performance evaluation will be conducted no later than ten (10) working days prior to the completion of the probationary period.
- (iv) An employee shall not be required to serve more than one (1) probationary period if they are subsequently appointed by the University to the same position, or a position with substantially similar job functions and required

levels of expertise. It is understood that the probationary periods as outlined in 67.01 (i) and (ii) above will be cumulative.

- (v) During the probationary period the employee shall be entitled to all rights and benefits of this agreement.
- (vi) Upon successful completion of the probationary period in (i) and (ii), seniority shall be effective from the original date of employment.

(b) Trial Period

An employee who is promoted or transferred shall be on a trial period in the new position for a period of time that matches the Probationary Period as outlined in 67.01(a). The University shall not curtail the trial period unreasonably before it has run its normal course. In the event that the employee is not able or does not want to complete the trial period or cannot satisfactorily perform the job, the employee shall be returned to their former position, if available or a position comparable to their former position and salary without loss of seniority. This will include the situation where a Bargaining Unit Member is promoted to an excluded position.

67.02 Employee Performance Review

The purpose of an annual evaluation is to assess the performance of employees through clear and measurable criteria, support consistent quality of work, and to provide the employee with constructive feedback and facilitate professional development goals that are mutually agreed to during the performance review process.

- (a) An employee shall have their job performance evaluated annually following an established performance-cycle period.
- (b) The Employer's representative who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An assessment of faculty performance shall be based on Senate-endorsed evaluations and evaluation criteria.
- (d) When, as a result of a formal review of an employee's job performance, a written document is placed on their personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of their performance evaluation review.
- (e) The Employer agrees not to introduce as evidence in a hearing related to a disciplinary action any document including any performance evaluation review, from

the file of the employee, the existence of which the employee was not aware at the time of filing, or a reasonable period thereafter.

#### 67.03 Evaluation of Management

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

## **DURATION AND RENEWAL**

### **ARTICLE 68 – RE-OPENER**

68.01 This Agreement may be amended by mutual consent.

### **ARTICLE 69 – DURATION AND RENEWAL**

69.01 The duration of this Agreement shall be from July 01, 2022 to June 30, 2024 and will continue in force until a new Collective Agreement is signed.

69.02 In the event that, prior to the expiry of this Collective Agreement, employees of the Yukon Government receive General Economic Increases that are superior to the General Economic Increases herein and, in the event Yukon University receives the same General Economic Increase from the Government, the parties will invoke Article 69.01 Re-opener to plan the application of this increase. The priority will be given to allocation of such increases to non-faculty staff.

**LETTERS OF UNDERSTANDING  
BETWEEN  
PUBLIC SERVICE ALLIANCE OF CANADA (“the Alliance”)  
AND  
YUKON UNIVERSITY BOARD OF GOVERNORS (“the Employer”)**

## LETTER OF UNDERSTANDING A

### (a) THIRD-PARTY FUNDING ARRANGEMENTS

Bargaining unit positions created through third-party-funding arrangements shall be covered by the Collective Agreement except for Articles 8 and 15.

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

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

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

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

Notwithstanding the above, effective from the date of ratification, any third-party-funded term employee who has five (5) or more years of continuous service in the third-party-funded position or who has five (5) or more years cumulative service in the same or similar third-party-funded position or assignment, commencing from 1999, shall become a permanent employee.

For Bargaining Unit members who obtain permanent employee status in a Third-Party-Funded Position under this provision, the Notice of Layoff provisions under Article 6 (with the exception that three (3) months' notice will be required) and the specific recall provisions of Articles 8.01, and 8.03 and Clauses 8.02 (c) and (d) shall apply, however, the seniority provisions of Clauses 8.02 (a) and (b) and the bumping rights and other provisions or entitlements under Article 8.04 shall not apply.

## **LETTER OF UNDERSTANDING B**

### **(b) WITH RESPECT TO THE MENTAL HEALTH IN THE WORKPLACE**

1. The Employer and the Union recognize the importance of Psychological Health and Safety in the Workplace.
2. The Parties agree the Joint Consultation Committee (JCC) will work to promote the endorsement of the National Standard for Psychological Health and Safety in the Workplace across the University. The Joint Committee shall begin its work on this issue no later than 120 days after the ratification of this Collective Agreement.
3. The Joint Committee shall be comprised of an equal number of employer and Union representatives, who shall actively collaborate on a plan of action to implement structures and practices that support and promote Psychological Health and Safety in the workplace.
4. Such active collaboration shall include the participation of Health and Safety Committees and Representatives and will involve the communication of and training on the goals of the National Standard.
5. Like the legislation, the National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may be exceeded. This can include, but not be limited to, addressing issues of mental health and wellness, environmental health, and other issues that impact upon the psychological health of the workplace.

## **LETTER OF UNDERSTANDING C**

### **(c) SHORTAGES**

1. Employees assigned responsibility for, and who have sole control of, University property, stock or cash may be required to reimburse the Employer any shortages that occurred during the period that the employee had the responsibility and control.
2. Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to, University property, stock or cash will be limited to such amounts as can be found to have been caused by a particular employee(s). Only the employee(s) found responsible may be required to reimburse the Employer for the shortages.
3. All overages shall be utilized to offset shortages.



4. The Employer reserves the right to take disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the provisions of Article 12.
5. The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of property, stock, or cash.

## **LETTER OF UNDERSTANDING D**

### **(d) YUKON UNIVERSITY PENSION PLAN**

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

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

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

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

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

## **LETTER OF UNDERSTANDING E**

### **(e) JOINT BENEFITS COMMITTEE**

The parties agree to establish a Joint Benefits Committee of at least four (4) members, half of which will represent the University and half the Bargaining Unit. Each party will appoint their respective representatives and time spent at Committee meetings shall be considered time worked.

The purpose of the Committee is to review the Benefit Plans pursuant to Articles 46 and 47 of the Collective Agreement. Any additional costs which result from recommendations of the Joint Benefits Committee and/or that affect the parties' contribution rates will be subject to ratification by their respective principals.

## **LETTER OF UNDERSTANDING F**

### **(f) CAFETERIA SUMMER STAFFING**

The parties agree that in the event the Cafeteria at Yukon University is opened during the summer months such work will be offered first to current Bargaining Unit members covered by Article 3.01, Section (dd).

## **LETTER OF UNDERSTANDING G**

### **(g) LIBRARY WEEKEND PREMIUM**

With reference to Article 33.05, the existing practice in the Library – specifically that employees do not receive the weekend premium but “bank” the equivalent of actual hours worked on the weekend with the understanding that this will be taken as time off as mutually agreed between the Manager, Library and the employee – shall be maintained during the term of the renewed Collective Agreement.

## **LETTER OF UNDERSTANDING H**

### **(h) SAFE DISCLOSURE OF INFORMATION**

The parties agree to set up a joint committee of equal numbers of Union and Management representatives to create a process whereby employees, who in good faith, believe a wrongdoing has occurred are able to disclose the information in a safe and confidential manner, without fear of reprisal.

Within sixty (60) days of ratification, the parties will meet to develop a Safe Disclosure process.

## **LETTER OF UNDERSTANDING I**

### **(i) CLASSIFICATION**

1. The parties agree to work together to update the Job Evaluation Plan established in 1992 and referenced in Article 25 and Appendix A of the Collective Agreement.
2. A Joint Classification Committee consisting of three (3) University and three (3) Union representatives will be established as soon as possible following the execution of this Letter of Understanding. The Joint Classification Committee may

invite other representatives to meetings of the Committee to provide required expertise or perspectives.

3. The Joint Classification Committee shall:
  - a. Develop a communications plan in order to keep the Union local and its members informed on the progress of the work undertaken by the Committee.
  - b. Provide courses on any updated Job Classification System prior to commencing the evaluation of positions under the new System.
4. The consultant will, in consultation with the Joint Committee, develop recommendations on the development of a new Job Classification System. Any recommendations must:
  - a. be consistent with applicable law, including the Yukon Human rights Act, and sound job-evaluation practices;
  - b. evaluate all jobs in a manner which is free of gender bias and reflects the relative value of each job within the University; and
  - c. evaluate all jobs in a manner that credits First Nations and Indigenous lifeways and, traditional knowledge, skills, and abilities.
5. The consultant's recommendations will be presented to the Joint Classification Committee who will determine whether to jointly recommend the adoption of the new System to the University and Union.
6. In the event a new System is approved, the Employer, in consultation with the Union, will re-evaluate Bargaining Unit positions based on the new System. The Union will be provided with a copy of all evaluation results. Disagreements with respect to the evaluation of positions shall be addressed in accordance with Article 25 of the collective agreement. Article 29.06 shall apply to employees whose position is reclassified.
7. The original intent of the parties was to attempt to complete the implementation of the new classification system by July 1, 2021. Delays in this process will mean that once the study is completed and recommendations have been made, the parties will take retroactivity into consideration in the event there are salary improvements.
8. All time limits referenced herein may be extended by mutual agreement.

## LETTER OF UNDERSTANDING J

### (j) RESEARCHERS

Whereas the parties recognize the critical role that researchers play in the success of Yukon University research initiatives and the importance of having work for researchers as a pathway for increasing enrolment and promoting Yukon University research initiatives, therefore the parties agree that:

Due to the nature of employment for researchers, there are no formal advertising or search procedures required. Recruitment approaches are guided by the nature of the research positions and the funding model that supports them.

1. Research positions working beyond 560 hours will be considered Bargaining Unit positions. Research positions include but are not limited to:
  - (i) Post-doctoral fellows;
  - (ii) Research associates,
  - (iii) Research managers.
2. Researchers shall receive all rights, privileges, and benefits as stated in the Collective Agreement except those provided in Articles 6, 7, 8, 15, 28 and Yukon University pay grids. Positions and salary are subject to available budget. The minimum salary will be that detailed for the NSERC Postdoctoral Fellowship Program - \$45,000 per year as of [date of ratification]: [http://www.nserc-crsng.gc.ca/Students-Etudiants/PD-NP/PDF-BP\\_eng.asp](http://www.nserc-crsng.gc.ca/Students-Etudiants/PD-NP/PDF-BP_eng.asp). Increases may be approved by the funding agency and the senior executive responsible for research. In the event of layoff, language under Article 34.01 for Term employees shall apply.
3. By the nature of the work performed by researchers, it is possible that there will not be a strictly defined work schedule that will apply at all times. For jobs with special requirements, where scheduling flexibility is a fundamental aspect of the work, it is essential that the researcher and supervisor meet at the outset of the appointment to discuss and agree on issues and expectations around the scheduling of work, including how overtime requirements will be handled. However, the expectation is that full-time work as a Researcher is 37.5 hours per week.
4. While the work of researchers is academic in nature, they are not instructors. From time to time, they may be asked to participate in instruction. Any instruction will be a minor part of the individual's activity and should not be assigned on a continuing basis. As per article 38.02, researchers will earn leave as a non-instructional employee.

## **LETTER OF UNDERSTANDING K**

### **(k) FIRST AID INSTRUCTORS**

Notwithstanding Article 3 (aa), the parties agree that the hours of work for casual First Aid Instructors regularly exceed five hundred and sixty (560) hours of work between July 1 to June 30. The parties further agree that the consent of the Union for an extension will be required to continue beyond the duration of nine hundred (900) hours of work between July 1 to June 30.

## **LETTER OF UNDERSTANDING L**

### **(l) STUDENT EMPLOYEES**

As bargaining unit members, students hired under the Student Employment category will not be required to pay Union dues deductions and will be exempted from the provisions pertaining to casual employees. Student Employees will otherwise be governed by the provisions of the Collective Agreement.

- (a) Students must be registered as a credit student.
- (b) Students will be permitted to work up to 20 hours per week throughout the academic year providing it does not impact their ability to attend classes.
- (c) Students can be rehired in each year of their program up to the commencement of the next academic year.
- (d) Students can increase their work schedule to full-time hours during any of the designated academic break periods if work is available.
- (e) Students will be paid in accordance with student pay rates as issued annually.

A registered student may apply on positions outside of the student category in accordance with the staffing provisions of the Collective Agreement.

## **LETTER OF UNDERSTANDING M**

### **(m) TRANSITIONAL LETTER OF UNDERSTANDING**

1. Upon ratification of this Collective Agreement, the Deans and the Provost, along with support from the head of Human Resources, will meet and review existing information collected from all faculty, specifically, their Teaching, Scholarship, Service, and educational background as well as any other pertinent activities to determine placement within the new Rank structure utilizing the criteria outlined in Article 26 Faculty Title and Rank.

2. Should employees feel as though they meet the minimum qualifications of a higher rank, they can, within twenty-four (24) months of ratification, follow the defined process for promotion to that rank outlined in Article 26.01. Employees hired after the date of ratification will be hired into the appropriate rank and will follow the process outlined for appointment and promotion.
3. Placements will be presented, in writing, to the faculty members upon completion of the placement process and will be retroactive to January 1, 2023.
4. The parties further agree that, as the transition to a university continues to progress, approaches to the recognition of teaching at the University continue to evolve as well. Therefore, the parties agree to establish a joint committee comprised of equal numbers of Union and Management representatives.

The mandate of the committee will be to explore the feasibility of supplementary approaches to the recognition of teaching.

The committee will meet within 90 days of ratification and complete its work 60 days prior the expiry of this agreement. The Committee may make recommendations and report to the parties at that time.

## **LETTER OF UNDERSTANDING N**

### **(n) RE-OPENER – INCREASE**

In the event that, prior to the expiry of this Collective Agreement, employees of the Yukon Government receive General Economic Increases that are superior to the General Economic Increases herein and, in the event Yukon University receives the same General Economic Increase from the Government, the parties will invoke Article 68.01 Re-opener to plan the application of this increase. The priority will be given to allocation of such increases to non-faculty staff.

## YUKON UNIVERSITY PAY GRIDS

### Staff Hourly, Bi-weekly and Annual Pay Rate - July 1, 2022 to June 30, 2023

Level	Minimum Hourly	Minimum Bi-weekly	Minimum Annual	Maximum Hourly	Maximum Bi-weekly	Maximum Annual
Level 1	\$25.05	\$1,879.12	\$49,022.50	\$29.82	\$2,236.49	\$58,345.55
Level 2	\$26.44	\$1,983.30	\$51,740.27	\$31.49	\$2,361.83	\$61,615.45
Level 3	\$28.00	\$2,100.16	\$54,788.86	\$33.33	\$2,499.85	\$65,216.18
Level 4	\$29.55	\$2,216.15	\$57,814.87	\$35.18	\$2,638.74	\$68,839.49
Level 5	\$31.49	\$2,361.83	\$61,615.45	\$37.49	\$2,811.48	\$73,345.76
Level 6	\$33.82	\$2,536.25	\$66,165.76	\$40.25	\$3,018.96	\$78,758.71
Level 7	\$36.53	\$2,739.50	\$71,468.05	\$43.48	\$3,261.16	\$85,077.20
Level 8	\$39.63	\$2,972.39	\$77,543.79	\$47.17	\$3,538.07	\$92,301.23
Level 9	\$43.50	\$3,262.85	\$85,121.23	\$51.79	\$3,884.41	\$101,336.36
Level 10	\$48.16	\$3,611.74	\$94,222.98	\$57.33	\$4,299.38	\$112,162.25
Level 11	\$53.59	\$4,019.05	\$104,849.02	\$63.78	\$4,783.74	\$124,798.11
Level 12	\$60.57	\$4,542.40	\$118,502.20	\$72.09	\$5,407.02	\$141,058.40

### Staff Hourly, Bi-weekly and Annual Pay Rate - July 1, 2023 to June 30, 2024

Level	Minimum Hourly	Minimum Bi-weekly	Minimum Annual	Maximum Hourly	Maximum Bi-weekly	Maximum Annual
Level 1	\$25.37	\$1,902.61	\$49,635.29	\$30.19	\$2,264.45	\$59,074.87
Level 2	\$26.77	\$2,008.09	\$52,387.02	\$31.88	\$2,391.35	\$62,385.64
Level 3	\$28.35	\$2,126.41	\$55,473.72	\$33.75	\$2,531.10	\$66,031.38
Level 4	\$29.92	\$2,243.85	\$58,537.56	\$35.62	\$2,671.73	\$69,699.98
Level 5	\$31.88	\$2,391.35	\$62,385.64	\$37.95	\$2,846.62	\$74,262.58
Level 6	\$34.24	\$2,567.96	\$66,992.83	\$40.76	\$3,056.70	\$79,743.19
Level 7	\$36.98	\$2,773.74	\$72,361.40	\$44.03	\$3,301.93	\$86,140.66
Level 8	\$40.13	\$3,009.55	\$78,513.08	\$47.76	\$3,582.30	\$93,455.00
Level 9	\$44.05	\$3,303.64	\$86,185.25	\$52.44	\$3,932.96	\$102,603.06
Level 10	\$48.76	\$3,656.88	\$95,400.76	\$58.04	\$4,353.12	\$113,564.28
Level 11	\$54.26	\$4,069.29	\$106,159.63	\$64.58	\$4,843.53	\$126,358.08
Level 12	\$61.32	\$4,599.18	\$119,983.47	\$72.99	\$5,474.61	\$142,821.63

**Faculty Hourly, Bi-weekly and Annual Pay Rate - July 1, 2022 to June 30, 2023**

Level	Minimum Hourly	Minimum Bi-weekly	Minimum Annual	Maximum Hourly	Maximum Bi-weekly	Maximum Annual
Level 1	\$43.50	\$3,262.85	\$85,121.23	\$52.92	\$3,969.34	\$103,552.08
Level 2	\$47.05	\$3,528.77	\$92,058.48	\$57.24	\$4,293.24	\$112,001.93
Level 3	\$50.89	\$3,816.67	\$99,569.31	\$61.91	\$4,643.56	\$121,141.28
Level 4	\$57.24	\$4,293.24	\$112,001.93	\$75.33	\$5,649.60	\$147,386.89
Level 5	\$64.39	\$4,829.31	\$125,986.94	\$84.73	\$6,355.04	\$165,790.21

**Faculty Hourly, Bi-weekly and Annual Pay Rate - July 1, 2023 to June 30, 2024**

Level	Minimum Hourly	Minimum Bi-weekly	Minimum Annual	Maximum Hourly	Maximum Bi-weekly	Maximum Annual
Level 1	\$43.94	\$3,295.48	\$85,972.44	\$53.45	\$4,009.03	\$104,587.60
Level 2	\$47.52	\$3,564.05	\$92,979.06	\$57.82	\$4,336.17	\$113,121.95
Level 3	\$51.40	\$3,854.84	\$100,565.00	\$62.53	\$4,690.00	\$122,352.70
Level 4	\$57.82	\$4,336.17	\$113,121.95	\$76.08	\$5,706.10	\$148,860.76
Level 5	\$65.03	\$4,877.60	\$127,246.80	\$85.58	\$6,418.59	\$167,448.11

**Faculty Pay Grid**

Level	Rank
Level 1	Instructor
Level 2	Senior Instructor
Level 3	Assistant Professor
Level 4	Associate Professor
Level 5	Professor



## COMMUNITY ALLOWANCE AND STIPEND

### Community Allowance Bi-weekly Allowance

An employee whose headquarters area is listed in the table below) shall receive a bi-weekly community allowance as outlined below. The headquarters area is the area in which the position is established.

Headquarter Area	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
Carcross	\$26.74	\$27.08
Haines Junction, Teslin	\$47.35	\$47.94
Watson Lake, Carmacks	\$69.33	\$70.20
Dawson City, Mayo, Ross River, Pelly Crossing	\$93.82	\$94.99
Old Crow	\$349.70	\$354.07

### Academic Chairs Stipend

Chairs will remain in their rank and continue to receive the same salary but will receive an annual stipend in the amount of \$8000.00.

### Sessional Instructors Stipend

Sessional Instructors will be compensated on a per-course basis with a stipend as opposed to on an hourly basis. Sessional Instructors will receive a stipend per 3-credit course in the amount of:

- a) \$5750.00
- b) \$6500.00 (after teaching 8 courses).

## APPENDIX A

### MEMORANDUM REGARDING JOINT CLASSIFICATION FINAL REPORT

**DATE:** 9 July 1992

**TO:** President Seeth Seethram; All College Staff

**FROM:** Layne Marshal, Chair, Joint Classification Committee

**RE:** Final report

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

Specifically:

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

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

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

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

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

## APPENDIX B

# Memorandum of Agreement Between Yukon University and Public Service Alliance of Canada/ Yukon University Employees Union



## YUKON UNIVERSITY CODE OF ETHICS

### PREAMBLE

This Code of Ethics has been developed in collaboration between Yukon University and the Yukon University Employees Union (Public Service Alliance of Canada) and embodies an underlying belief that each member of the University Community has a right to dignity and respect.

The Code intends to be educational and aspirational and convey to members of the University Community the climate we foster and the ethical principles and guidelines of conduct we embrace.

The purpose of the Code is to outline responsibilities, expectations and preferred practices, including guiding principles for appropriate organizational behaviour.

### POLICY STATEMENT

The Code of Ethics applies to the Employer, the Yukon University Employees Union, and to all employees, students, contractors, volunteers and partners (“the University Community”).

The University is committed to maintaining a positive, healthy and respectful environment for members of the University community.

The Code lays down general principles which can be used to determine action consistent with high standards and values. It seeks to articulate commonly held values which are central to the culture of the University.

The Code embodies the promotion of a set of core values relevant to the University's mission of providing high quality learning opportunities. Underlying the Code is a belief that each member of the University Community has a right to dignity and respect.

The Code is intended to provide guidance and assistance in determining conduct and behaviour, however, the Code is not a substitute for the active process of ethical decision-making on the part of members of the University Community.

### GUIDING PRINCIPLES AND APPLICATION EXAMPLES

<b>PRINCIPLE</b>	<b>APPLICATION EXAMPLES</b>
<b>RESPECT &amp; DIGNITY</b>	Students, fellow employees and other members of the University Community are treated with consideration and in a fair and just manner. High regard for the rights and opinions of others and mutual respect is demonstrated.
<b>HONOURING DIVERSITY</b>	Behaviour that communicates acceptance and accommodation of diversity will be the norm.  The diversity of all members of the University Community –and the uniqueness of culture, ethnicity, religion, race and sexual orientation is respected. A work and study environment free from discrimination and harassment is promoted.  Positive regard for the diversity of background, experience and opinion inherent in the University Community.
<b>ACTIVE ENGAGEMENT</b>	A recognition that citizenship involves responsibility for building community and participating in the civic life of the University Community. Communications that support an environment characterized by respect and civility is encouraged.
<b>NON-VIOLENT CONFLICT RESOLUTION</b>	Aggressive behaviours (physical, verbal or emotional) are not acceptable. Members of the University Community are committed to the peaceful resolution of conflict and differences.

<b>PRINCIPLE</b>	<b>APPLICATION EXAMPLES</b>
<b>OPENNESS</b>	<p>A culture of openness which aims at ensuring that matters connected with the operation of the University can be discussed frankly among members of the University Community is encouraged.</p> <p>Appropriate openness in communication and action is expected.</p>
<b>HONESTY</b>	<p>Truthfulness with members of the University Community and members of the public is demonstrated.</p> <p>Accurate statements and accounts of the University are provided to audiences to whom they are directed.</p>
<b>PRIVACY</b>	<p>Respect for the privacy and confidentiality rights of other members of the University Community.</p> <p>Confidential information is used only for the purposes for which it was originally provided and shared only with authorized parties on a need-to-know basis unless consent is given or required by law.</p> <p>Respect for the property rights and possessions of others within the University Community.</p>
<b>COLLEGIALITY</b>	<p>Promotes the practices of dialogue, discourse and mutual agreement wherever possible. Commitment to collaborative arrangements benefiting the institution, its members and especially its students.</p>
<b>INTEGRITY</b>	<p>Conflicts of interest are avoided. The professional autonomy of fellow employees and other members of the University Community is respected. Professional integrity is demonstrated.</p>
<b>EXCELLENCE</b>	<p>Employees provide services within the boundaries of their competencies and to the best of their abilities.</p>
<b>HONOUR AND TRUST</b>	<p>The power inherent in positions is not exploited. The safety and security of the University environment is a responsibility of all members of the University Community.</p> <p>The University's mandate of public service is promoted. Fiduciary relationships and resulting responsibilities, including those relating to students, are respected and upheld.</p>

These applications are not inclusive of every situation; rather they are intended to provide examples of ways the Code may be applied. Where a simple or direct application of the Code is not possible, or where there are questions or uncertainties regarding its application, members of the University Community are encouraged to seek clarification and assistance

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Collective Agreement between Yukon University and the Public Service Alliance of Canada

Signed at the City of Whitehorse, in the Yukon, this 14<sup>th</sup> day of June A.D. 2023.

Public Service Alliance of Canada

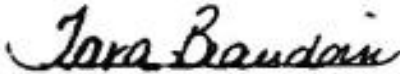
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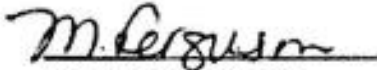
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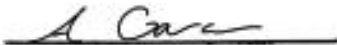
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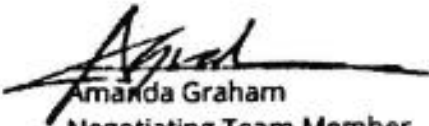
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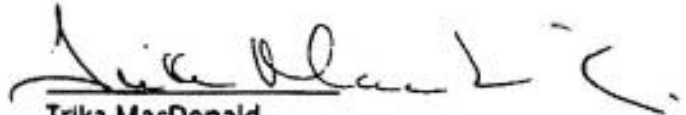
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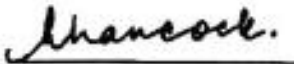
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