

UNION BUSINESS

ARTICLE 15 - UNION RECOGNITION

- 15.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 15.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.

- 15.03 The Employer agrees that, given reasonable notice to Yukon College, permission may be granted for an accredited representative of the Alliance to enter the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests access directly or through an Officer of the local Union. Such permission will not be withheld unreasonably.
- 15.04 Where an accredited representative of the Alliance enters the work premises as provided in 15.03, he/she shall report to the supervisor of the employee before approaching the employee.

15.05 The following positions are excluded from the Bargaining Unit:

President
Vice-President
Dean
Director
Registrar/Manager, Student Services
NRI Coordinator
Institutional Research and Planning Officer
Communications Officer
Supervisor Financial Services
Human Resource Services Advisor
Human Resources Administrative Clerk
Secretaries to the
Board of Governors
President

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

ARTICLE 16 - SCOPE OF THE BARGAINING UNIT

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

ARTICLE 17 - UNION SECURITY

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

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

ARTICLE 18 - APPOINTMENT OF REPRESENTATIVES

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

and the Employer shall provide the Alliance with a list of employees representing the Employer at the various levels of the grievance process.

ARTICLE 19 - TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

19.01 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.

19.02 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.

19.03 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.

19.04 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 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.
- (d) 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 his or her wages as the result of such leave. The Alliance will reimburse the College for total costs within 30 days of the receipt of billing.

19.05 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.

19.06 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.

19.07 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.

19.08 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.

19.09 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

ARTICLE 20 - LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT

The Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union 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 years.
- (b) 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.

If the employee is re-elected for subsequent terms, she/he 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.

- (c) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (d) 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).
- (e) During the leave of absence the employee will earn normal leave credits.
- (f) Leave applications will be submitted to the Employer for processing, for administrative reasons only.
- (g) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

ARTICLE 21 - INFORMATION ON EMPLOYEE STATUS

- 21.01 (a) The Employer agrees to supply the Alliance and the Yukon College 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 College to a position in the Bargaining Unit of the provisions of Article 17 - 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 in a fiscal year.
- (g) The Employer further agrees to provide information required under this Article to the Yukon College Employees' Union.

- 21.02 (a) The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the Bargaining Unit.
- (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 copy to the Local Representative for their approval.

ARTICLE 22 - PROVISIONS OF BULLETIN BOARD SPACE

- 22.01 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 23 - PICKET LINES

- 23.01 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 24 - CLASSIFICATION

- 24.01 (a) The Public Service Alliance of Canada and the Board of Governors agree that Yukon College 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 her/his 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 45 and 46, the Employer shall make available at least every two (2) years, a course on the Yukon College Classification system.
- 24.02 (a) Any bargaining unit employee may appeal their classification provided the appeal is brought forward by the Union in accordance with 24.04.
- (b) The Employer shall respond to a classification appeal within thirty (30) working days.
- 24.03 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.
- 24.04 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.

HOURS OF WORK AND PAY

ARTICLE 25 - HOURS OF WORK

25.01 HOURS OF WORK – NON-INSTRUCTIONAL STAFF

- (a) Hours of work shall be scheduled so that full-time employees other than those specified in Article 25.02 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 25.01 (a),

- (i) employees hired prior to December 1993 may voluntarily agree to a work week of five 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 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.

25.02 (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
Student Residence Supervisor
Relief Student Residence Supervisor

(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

25.03 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.

25.04 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.

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

25.06 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 worked 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.

25.07 Rest Periods

(a) The Employer shall schedule two paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the mid-point 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 mid-point 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.

25.08 No Guarantee

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

25.09 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 days,

provided that the majority of the employees in the work place 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 25.09 (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.

(d) Notwithstanding variations in the scheduled hours of work, approved pursuant to 25.09 (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.

- (e) Where the scheduled hours of work are varied pursuant to 25.09 (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.
- (f) The provisions of the agreement that require variation in order to satisfy the conditions of 25.09 (c) will be agreed upon prior to implementation.

25.10 Workloads and Overtime – Yukon College Instructors

This clause addresses the content of an instructor's workload within his or her assigned hours of work.

Instructors work in a collegial model, in a cooperative and consultative manner with their peers, Dean/Director and other College staff. It is recognized that in addition to student contact hours, instructional staff have related professional responsibilities to support their instructional and administrative duties. Yukon College recognizes the right of an instructor to exercise professional discretion, within the limits of this Collective Agreement.

- a) An annual workload for each instructor shall be determined by the Dean/Director in consultation with the instructor by May 31st for the following fiscal year and shall not exceed the student contact hours referenced in the Collective Agreement expiring June 30, 2007... For appointments made after May 31st, an annual workload shall be determined by the Dean/Director in consultation with the instructor within three weeks of the appointment.**
- b) An instructor's workload will consist of direct instruction, other instructional duties and non-instructional duties.**
- c) Examples of direct instructional duties include, but are not limited to, instruction, preparation, marking, and exam invigilation.**
- d) Examples of other instructional duties include, but are not limited to, : office hours; curriculum development and maintenance; equipment maintenance; and travel days for community instruction.**
- e) Examples of non-instructional duties include, but are not limited to, : committee involvement; meetings; marketing/revenue generation; counseling /advising students; scholarly activity, workplace renewal, institutional research; and professional development and training.**
- f) The percentage of time allocated to direct instructional, other instruction, and non-instructional duties respectively will be documented in each instructor's Annual Workload form.**
- g) The assignment of direct instructional duties will not exceed 80% of total workload without written mutual agreement of the instructor and Dean/Director.**

- h) The percentage of time required to perform each 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 or whenever a new course is developed, each Dean/Director, through a consultative process with the instructors in his/her division shall prepare a list of all credit and non-credit courses offered by his /her division with an assigned percentage of workload for each course.**
 - ii) The assigned percentage will be based on and consistent with historical norms.**
 - The percentages applied to each course will include direct instruction, marking, preparation and exam invigilation.**
 - i) In exceptional circumstances (such as class sizes exceeding the maximum class size or the nature of the students), the instructional percentage assigned to a course may be increased by the Dean/Director.**
 - j) Except by mutual agreement between the Employee and the Dean/Director, once the annual workload assignment has been determined, an instructor's hours of work will not be reduced during the following fiscal year or until the end of his or her term whichever comes first. However, in instances where unanticipated changes occur due to factors not controlled by the College (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.**
 - k) Yukon College instructors will be scheduled to work no more than 206 days in a fiscal year (July 1 – June 30), inclusive of Travel bonus days. An instructor's workload will not exceed sixty percent of the annual workload in any four-month period except by written mutual agreement of the Instructor and the Dean/Director.**
 - l) No instructor will be required to exceed a one-hundred percent workload allocation in a fiscal year. However, with written mutual agreement, the above (k) limits may be exceeded and will be remunerated at two times the instructor's regular rate of pay.**
 - m) Instructors have the discretion to regulate their duties and responsibilities outside of scheduled classes, posted office hours, counseling/advising students (faculty advising) and scheduled meetings. Instructors must provide availability information when off campus during regular working hours.**
 - n) An instructor may apply to have up to a 25% reduction in his/her 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 College Ends Statements. Activities require the approval of the Dean/Director and the President for appropriateness to the Ends Statements 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 Clause will be subject to evaluation as part of the instructor's regular workload.

- o) In the event of a dispute over an instructor's workload within his or her assigned hours of work, a Joint Workload Dispute Committee will be established. It will consist of four members, two appointed by the Union and two appointed by the College. The purpose of this Committee shall be to ensure consistent application of these provisions and to resolve all disputes in regard to workload as quickly as possible. The procedure to deal with a workload dispute shall be:**
- (i) All hours of work issues will be discussed with the Dean/Director. If the instructor does not receive a suitable solution from those discussions, he or she may file a formal dispute.**
 - (ii) The formal dispute will be filed with the Dean/Director who will inform the committee of the dispute within five (5) days.**
 - (iii) The Committee will endeavour to meet within one week of receiving a request to resolve the dispute.**
 - (iv) A decision made by the majority of the Committee shall be sent to the Instructor and the Dean/Director within one week of the meeting. An instructor, who does not find the decision of the Committee to be reasonable, may seek resolution through the grievance procedures contained in Article 12.**

h) Overtime

No instructor will be required to exceed the annual student contact hour maximums contained in (e) above or a combined total of student contact hours and non-instructional hours of 1545 or 206 days in a fiscal year. However, with written mutual agreement, the above limits may be exceeded and will be remunerated at two times the instructor's regular hourly rate of pay.

i) Scholarly Activity/Workplace Renewal/Institutional Research

An instructor may apply to have up to a 12.5% reduction in his/her annual instructional workload once every two years for the purpose of undertaking an appropriate activity subject to operational requirements. This activity must be consistent with and in support of the College Ends Statements. Activities require the approval of the Dean/Director and the President for appropriateness to the Ends Statements 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 this Clause will be subject to evaluation as part of the instructor's regular workload.

- i) Instructors have the discretion to regulate their non-instructional duties within guidelines established by the College. The guidelines are established by the Dean/Director, in consultation with instructional staff, considering the requirements of the College, funding agencies, accreditation bodies and program needs.**

j) Within the guidelines established in (j) above, instructors who have completed their student contact hours have the discretion not to be at their place of employment.

k) Resolution of Workload Disputes

A Joint Workload Dispute Committee will be established. It will consist of four members, two appointed by the Union and two appointed by the College. The purpose of this Committee shall be to ensure consistent application of these provisions and to resolve all disputes in regard to workload as quickly as possible. The procedure to deal with a workload dispute shall be:

- i) All hours of work issues will be discussed with the Dean/Director. If the instructor does not receive a suitable solution from those discussions, he/she may file a formal dispute.
- ii) The formal dispute will be filed with the Dean/Director who will inform the Committee of the dispute within five (5) days.
- iii) The Committee will endeavour to meet within one week of receiving a request to resolve the dispute.
- iv) A decision made by a majority of the Committee shall be sent to the Instructor and Dean within one week of the meeting. An instructor who does not find the decision of the Committee to be reasonable, may seek resolution through the grievance procedures contained in Article 12.

ARTICLE 26 - PAY ADMINISTRATION

26.01 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 give consideration to previous casual employment at Yukon College, 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.

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

26.03 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.

26.04 Upon Promotion

Subject to 26.06 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 8% 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, 8%; 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.

26.05 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.

26.06 Upon Reclassification

- (a) Where an employee occupies a position which 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 which 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 Clause 26.01, 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.

26.07 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 26.07 (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.**

26.08 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 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 employees and the employer.

(d) An **employee shall have the right to refuse an acting appointment.**

26.09 (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 10 working days prior to the completion of the probationary period.
- (iv) Upon successful completion of the probationary period in (i) and (ii), seniority shall be effective from the original date of employment.
- (v) During the probationary period the employee shall be entitled to all rights and benefits of this agreement.

(b) Trial Period

An employee who is promoted shall be on a trial period in the new position for a period of time that matches the Probationary Period as outlined in 26.09(a). The College 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.

26.10 Employee Performance Review

The overriding purpose of the employee performance evaluation is continuous achievement and/or improvement of the quality (effectiveness and efficiency) of programs/courses/services, as well as meeting the needs and expectations of students, employers of our graduates, and the community we serve.

The subsumed purpose is to make administrative decisions on development, recognition, and overall competence of the employee.

- (a) An employee shall have their job performance evaluated annually on or before their anniversary date. In exceptional circumstances, the supervisor may conduct more than one performance evaluation in a given year, but no more than twice.

Where the employee has had several successive positive evaluations and there is mutual consent between the supervisor and employee, a performance evaluation may be conducted every two years.

- (b) (i) Subject only to satisfactory conduct and performance, the salary of an employee shall be increased annually on the employee's anniversary date by four (4) percent.
 - (ii) When an employee is not to be granted the salary increase referred to in (i) above, the employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.
 - (iii) The notification will advise the employee of the specific areas of their performance or conduct which the employer evaluates as unsatisfactory and the reasons why.
- (c) Where the application of (b) above would provide for a performance increment exceeding the maximum rate in the range for that position, the employee will receive the maximum rate.
- (d) Notwithstanding (b) above, an employee is not eligible to receive a performance increment:
 - (i) if they are at the maximum of their salary range, or
 - (ii) if they are in a class for which there is a single rate of pay.
- (e) Where a performance increment provided for under Section 26.10 is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.
- (f) 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.
- (g) 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.

26.11 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.

26.12 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.

26.13 Where the reclassification of a position is to take effect retroactively, employees engaged during the retroactive period shall be entitled to receive any retroactive benefits that might accrue.

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

ARTICLE 27 - DAYLIGHT SAVINGS TIME

This article is to give effect to the understanding that there will be no compensation paid for the extra hour worked and conversely there will be no reduction in compensation for the hour not worked due to the time conversion in spring and fall as a result of the implementation and withdrawal of daylight savings time.

ARTICLE 28 - JOB SHARING

- (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.