

Excluded Employee Handbook

— Yukon University

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Lead: Human Resources

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Preamble

The terms, conditions and benefits of employment outlined in this document are applicable to individuals' holding positions in the confidentially excluded employee group. Due to the nature of these positions, this employee group is exempt from bargaining units.

The Handbook is intended to provide a general frame of reference to guide the employment relationship, while recognizing the flexibility required to address the needs of excluded employees and the University.

Yukon University (the University) excluded employees should be familiar with the information in this Handbook as well as the policies and procedures that guide the work at the University. The University policies and procedures are accessible online yukonu.ca/policies.

The terms, conditions and benefits of employment are as per the Yukon Employment Standards Act and outlined in this Handbook, effective October 1, 2024, and are subject to change upon the approval of the Board of Governors. Any questions or concerns regarding interpretation or application of any of these terms and conditions should be referred to Human Resources (HR).

Once you honour the history of the land, you're going to honour the people.”

- Participant from 2018 workshop, Indigenizing the University Governance Report (October 2018).

Yukon University's 13 campuses and land-based classrooms are nestled within the ancestral lands of the 14 Yukon First Nations, lands that Yukon First Nations have known and loved for thousands of years. Their placenames reveal an intimate knowledge of the lands and waters and often provide the instructions one needs for ways to be in good relation when traveling across the landscape. Their stories and memories are imprinted into the land and span generations of knowledge keepers and knowledge seekers. For members of Yukon University, our journey of learning is also a journey of reconciliation. And as guests to these lands, we are committed to meeting our shared responsibilities in advancing reconciliation with all Yukon First Nations and honouring the teachings that emerge from these lands and her people.

Breaking the Dawn: Reimagining Reconciliation through Re-Education | Yukon University
Reconciliation Framework

Message from the President

I am pleased that you have joined us on Yukon University's Path to Becoming. As outlined in our 2022-2027 Strategic Plan, we are in an exciting place of transformation at Yukon University.

Situated on the traditional territories of Yukon First Nations in twelve communities, we are guided by the indomitable spirit of the Yukon wilderness and millennia of resilience and resourcefulness.

As Canada's first University North of 60, we are uniquely positioned to lead the nation in the areas of northern research, reconciliation and the support and strengthening of Indigenous knowledge and governance.

The dedication, commitment to the academic mission and success of our students demonstrated by our employees is truly inspirational. Your leadership and guidance are the keys to Yukon University's commitment to creating a welcoming, inclusive and safe environment for our students, staff and faculty.

Welcome to Yukon University, we are so glad to have you here!



Dr. Lesley Brown

President and Vice-Chancellor

Yukon University

1.0 Scope

This Handbook applies to university employees who are exempt from bargaining unit membership and is intended to provide information about the University's terms, conditions, practices and procedures as they relate to employees.

Where the terms of an employee's employment contract and this Handbook conflict, the terms of the employment contract will prevail.

2.0 Definitions

- a) **Acting Pay:** the rate of pay an employee receives when temporarily assuming significant responsibilities of a higher-level job.
- b) **Anniversary Date:** the date an employee commences employment with the University, or the date an employee commences a new full-time position within the University.
- c) **Board of Governors:** As defined by the *Yukon University Act*,
- d) **Confidentially Excluded Employee:** an employee who is excluded from a Bargaining Unit due to the confidential nature of the position they occupy and does not supervise other employees.
- e) **Conflict of Interest:** when an employee's personal interest compromises, or is perceived to compromise, their judgment decisions or actions in the workplace.
- f) **Continuous Service:** A period of unbroken employment with the University by an employee that includes all paid leave with the exception of prepaid leaves over three (3) months. It excludes all unpaid leaves over one (1) month except for maternity, paternity and/or adoption leaves.
- g) **Day of Rest:** a day other than a holiday where an employee is not ordinarily required to perform the duties of their position.
- h) **Direct Appointment:** Appointment to a position without the requirement of, participation in, or completion of, a competitive process.
- i) **Employee or Employees:** in this Handbook means any University employee or collectively, all employees excluded from a Bargaining Unit pursuant to Part 1 of the *Canada Labour Code* and including Confidentially Excluded Employees, Excluded Managers, Senior Managers and Executives but not the President.
- j) **Excluded Manager:** means a Manager within the Department of Finance, they are not Senior Managers or Executives.
- k) **Executive:** means an employee who is a member of the President's Executive Committee as determined by the President.
- l) **Leave of Absence:** approved absence from duty (work), typically for an extended period of time, these leaves may be with or without pay.
- m) **Market Review:** a formal process to ensure that employees' salaries and benefits are fair and competitive in relation to the market standards. The market can be localized,

sector specific, include a mix of sectors such as public and private, regional, national or international, dependent on the nature of the role.

- n) **Secondment:** the temporary transfer of an employee to or from another position or employer where an agreed upon set of terms and conditions are articulated in the form of a contract between departments or employers.
- o) **Senior Manager:** Employees who are excluded from a Bargaining Unit by virtue of managerial functions and report directly to either an AVP or Vice-President, are members of the Senior Management Team and are not Executives.
- p) **Suspension:** the temporary removal of an employee from their workplace, typically for disciplinary reasons. Suspensions may be with or without pay depending on the reason for the suspension.

3.0 Terms and Conditions of Employment

3.1 Workplace Accommodations

The University will ensure equal opportunity and treatment of all employees in the workplace. Ensuring equal rights for an employee with personal characteristics protected under the *Yukon Human Rights Act* may require special provisions and/or accommodations that do not conform to this Handbook. The nature of a workplace accommodation depends on the facts and circumstances but may include modification of duties, hours, workplace tools or location necessary to give the employee the opportunity to participate and contribute at work. Workplace accommodations require the cooperation and participation of both the University and the employee. An employee who needs accommodation must explain their specific needs based on one or more protected grounds and provide enough information or documentation to support their request(s). All communication regarding a workplace accommodation should be directed to the HR Department. The University respects the dignity and privacy of an employee seeking a workplace accommodation and where a duty to accommodate exists, will do so unless it would result in undue hardship to the University.

3.2 Recruitment

The University strives to create a diverse and inclusive environment for all employees. In an effort to ensure diversity throughout the University and in support of the creation of an inclusive environment, positions may be posted identifying that preference may, or will, be given to members of underrepresented groups as defined under the *Human Rights Act* of the Yukon Territory. Select recruitment processes may also be restricted to under-represented groups consistent with Sections 10 and 13 of the [Human Rights Act](#). The University aims to fill positions with the best available candidates with the appropriate combination of education, experience, skills, abilities, and suitability to successfully perform the duties of the position. The University typically publicly posts new or vacant positions however, positions may occasionally

be filled using other means including Direct Appointment, Secondments or use of a recruiting firm.

3.3 Relocation

Executive and Senior Managers who move their primary place of residence to a different community to work at the University may receive relocation assistance. Relocation allowance will not exceed \$30,000 without approval by the Chair of the Board of Governors or their formal delegate.

Relocation assistance is intended to reduce the financial impact of relocation, not to cover all expenses associated with it. The relocating employee, or a relocation company chosen by the University, will facilitate arrangements for travel and delivery of the employee's personal effects.

The relocating employee will conduct the relocation process so they can be available for work on the start date agreed to in the job offer.

Relocation support is contingent upon the relocating employee signing a Repayment Agreement. Please request from Human Resources (hrhelp@yukonu.ca) the information outlining obligations, eligibility and potential income implications of relocation support.

The University does not assume liability, nor will it be held responsible for any loss, damage, injury or inconvenience to the employee, their family or personal effects resulting from their relocation to the University.

3.4 Probation

A new employee will serve a probationary period in accordance with their position, as below:

- An Excluded Manager or Confidentially Excluded Employee serves six (6) months' probation.
- A Senior Manager or Executive serves twelve (12) months' probation.

During this period, if the employee does not meet the expectations of the position, employment may be terminated with minimum notice periods as defined in territorial employment standards legislation.

3.5 Trial period

An employee promoted or transferred from a position within a bargaining unit to an excluded position (including administrative appointments) will be on a trial period equal to the relevant probationary period. If the employee does not want to complete the trial period or cannot satisfactorily perform the job, the employee will be returned to their former position, if

available. If not available, they will be offered a position comparable to their former position and salary, without loss of seniority. A member of the excluded employee group who starts a new position may negotiate a trial period in their employment offer. If negotiated, the trial period cannot exceed six (6) months in total.

3.6 Personnel file

Employees have access to their personnel file and will, upon request, be provided with copies of material contained in their personnel file. Employees granted access to their personnel file must review the contents in the HR office. An employee is entitled to request anything contained in their personnel file with the exception of information referring to unrelated third parties or identifying individuals who have made a complaint against the employee.

Excluded Managers, Senior Managers and Executives can request access to the personnel file of an employee who reports to them, medical documentation cannot be accessed and all files must be reviewed in the HR office.

3.7 Hours of Work

To meet the University's operational requirements, it is expected that employees be present and perform assigned University work during scheduled work hours.

The standard full-time workday is 7.5 hours, between the regular business hours of 8:30am to 4:30pm Monday to Friday, for a total of seventy-five (75) biweekly hours.

The University recognizes that the contributions of employees may, on occasion, require hours to be worked outside the standard workday or week. Employees who are required to work such hours are required to communicate with their supervisor but will be permitted flexibility in their standard workday.

On occasions where an employee is unable to report to work, they are expected to notify their supervisor and report absences in the University leave reporting system. It is vital that employees have reliable attendance; absenteeism negatively impacts our ability to effectively provide University services.

3.8 Flexible Work Arrangements

The University has adopted a policy relative to flexible work arrangements. Any deviations from standard working hours in the office which are not related to flexibility for occasionally having to work outside those hours as discussed above, must be formalized through a Flexible Work Arrangement.

Flexible Work Arrangements may include Flextime Schedules, Compressed Work Schedules, Telework and Reduced Workloads both temporary and permanent. Only employees whose

positions are deemed suitable will be supported to enter into an alternative work arrangement agreement. The decision as to whether a position is suitable is at the sole discretion of the University represented by the Vice President of the affected area.

An employee who is seeking Flexible Work Arrangements as a workplace accommodation related to a characteristic protected by the Yukon *Human Rights Act*, will identify this in the application form or separately, before submitting the form, through the process identified in section 3.1 of this Handbook.

Should an employee require more information or wish to seek support to enter into a Flexible Work Arrangement, they are referred to the detailed information [in Policy HR 34 Flexible Work Arrangements and application form](#).

3.9 Overtime

Executives and Senior Managers are not entitled to overtime pay. In recognition of the requirement for Executives and Senior Managers to occasionally work in addition to their normal working hours, additional leave provisions are provided in the form of Management Leave set out in section 9.10.

For Excluded Managers and Confidentially Excluded Employees, it is expected that they will manage their calendars to avoid working beyond the required 37.5 hours per week however, in emergent situations and/or as requested by their direct supervisor, overtime may be permitted. Pre-approval is required.

3.10 Compensation

The University recognizes the importance of attracting, retaining and developing key talent. The University's compensation program rewards individual performance and contribution while maintaining overall market competitiveness. The University's compensation program follows the below guidelines:

- Employees will be paid a salary in accordance with the salary scale, based on the pay band for the position to which they have been appointed.
- Although it is recommended that negotiated salaries for offers of employment not exceed the mid-point of a salary range, Executives, Senior Managers and Excluded Managers can be paid anywhere on the scale depending on departmental budgets. Consultation with Human Resources is required to exceed the mid-point however the ultimate decision rests with the hiring supervisor. Hiring supervisors are strongly encouraged to consider internal equity and to discuss negotiations beyond the mid-point with their vice-presidents and budget officers.
- Employees will move through the pay band annually at pre-determined increments, based on their anniversary date, until they reach the maximum salary range.
- Salary bands may be increased based on approval of the board or designate.

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- Salary bands may be increased by periodic Market Review.
 - Employees who are offered a promotion will receive either a 10 percent increase or the minimum of the new range where that minimum is more than 10 percent above their present salary. Grid progression for members of the Excluded Employee Group may be tied to performance expectations. Those employees meeting or exceeding expectations may be entitled to increased compensation beyond an annual increment.

3.11 Classification

Job profiles will be reviewed and updated every two (2) years or earlier if there is a significant change in the job profile.

Job profiles for Senior Managers and Executives will not be subject to classification but will be reviewed and updated as required. Grid placement will be based on market driven data.

3.12 Adjustments to Anniversary Date

An employee's anniversary date may be adjusted by a suspension of Continuous Service. Continuous Service will be deemed suspended if:

- a) An employee takes an unpaid leave, except for maternity, parental, adoption, for a period of more than three (3) consecutive months; or,
- b) An employee takes prepaid leave for a period of more than three (3) consecutive months.

In the event of either of the above, the employee's anniversary date will be adjusted for the length of the suspension.

If the employee leaves employment with the University, their Continuous Service will be broken. In the event that the employee is rehired, any Anniversary Date or Continuous Service prior to the date of their rehire will be void except for the calculation of years of pensionable service.

3.13 Acting pay

Acting pay will be authorized by the appropriate supervisor whenever an employee is directly assigned, without a competitive process, to perform the core responsibilities and assume the authority of a higher paid position for five (5) or more days. Acting Pay is not to be confused with additional duties which are added to an existing workload for a short period of time. The following will apply:

- The President is required to authorize an acting assignment of an employee not currently an Executive to an Executive position.
- Acting employees will receive an additional 10 percent salary when the assignment is to a position with a higher pay level.

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- Acting pay assignments will not normally exceed four (4) continuous months in duration unless there are unpredictable circumstances or the assignment will end shortly thereafter.
 - A [Declaration of a Staff Member Acting for a Senior Management Member](#) must be signed by an employee before undertaking an acting assignment when the acting assignment will be for one (1) month or longer.
 - An employee acting in a senior management position for less than one (1) month will not attend senior management team meetings unless invited or already attending due to their substantive position.
 - A completed *Delegation of Signing Authority and Acting Pay Approval* form must be provided to the finance department to effect a change in signing and budget authority and initiate acting pay.
 - Members of the President's Executive Committee will not receive Acting Pay when acting on behalf of the President but depending on the duration of the Acting Pay period, may receive other forms of compensation developed for such purpose.

4.0 Pay Administration

Employees are paid by direct deposit to a Canadian financial institution of the employee's choosing on a bi-weekly basis. Payroll information can be obtained online by employees in the self-serve option in Banner.

5.0 Employee Conduct

Employees are expected to maintain high performance, including achieving accountable outcomes and demonstrating conduct consistent with university policies and standards.

Employees are free to engage in volunteer, community service, political or charitable work provided such activities do not conflict with the interests of the University, impair an employee's work performance, impede an employee from fulfilling their duties and responsibilities or constitute a conflict of interest with the activities of the University. Should an employee choose to engage in any of these outside activities during their regularly scheduled workday, they must seek prior approval from their supervisor and may be required to utilize vacation or special leave to participate.

Employees are required to sign the University's code of conduct. The code educates, aspires and conveys the University's ethical principles and guidelines to the University community. These principles and guidelines can be used to determine action consistent with high standards and values relevant to the University's mission of providing high quality learning opportunities. The University is committed to maintaining a positive, healthy and respectful environment for members of the University community. The code embodies a belief that each member of the University community has the right to dignity and respect.

6.0 Performance Management

Continued satisfactory performance is a condition of ongoing employment. Performance expectations will be discussed and provided to each employee by their direct supervisor at the commencement of their employment and on an annual basis thereafter. A comprehensive Performance Management program is being developed to support the employee and their direct supervisor to ensure success in this area.

7.0 Confidentiality

Employees have access to, and are entrusted with, confidential information in the course of their employment with the University. Employees must not divulge, furnish, provide access to, or use for any purpose, any confidential information, except as required by law or expressly directed by the University, either during their employment with the University or at any time thereafter.

8.0 Benefits

The University will maintain and promote a competitive benefit package which includes, but is not limited to, the following components for its employees:

- extended medical
- life and long-term disability insurance
- Yukon travel assistance
- leave provisions
- pension
- professional development
- professional fees payment
- tuition reimbursement
- other benefits to support employee wellness and development including an Employee Assistance program

Employee benefits are seen as a significant component of the total compensation package which is designed to allow the University to attract and retain exemplary employees.

As the University is a member of the Canadian Association of University Business Officers (CAUBO), employees are entitled to receive discounts on car rentals, hotels and moving and relocation services provided to all CAUBO Members. Please review [CAUBO member discounts](#) for more information.

Voluntary and confidential counseling services are available for employees and their family members through the University's Employee Assistance Program. Additional information on the program can be found [here](#).

8.1 Extended Health and Insurance Plan

Coverage and eligibility are defined in the benefits plans and policies provided by the third-party carrier delivering these services to the University. The University does not guarantee payment of claims under any plan or policy. The University may amend the terms and conditions of the benefits plans and policies or change the benefits carrier at its sole discretion.

The following information is for general reference and guidance. Current information and details are available on [MyYukonU](#) and in plan documents.

8.2 Yukon Travel Assistance

An employee who completes one (1) year of Continuous Service with the University is entitled to \$2,750 annually, to be paid on the anniversary of the employee's initial date of hire. An employee whose employment ends prior to the anniversary of their Continuous Service date, is entitled to receive pro-rated travel assistance based on the number of months worked since their last Yukon Travel Assistance payment. An employee whose working hours are less than full-time will receive the Yukon Travel Assistance payment pro-rated.

9.0 Leave

The University offers paid and unpaid leave options to employees. Leave provisions throughout this section are calculated for full-time employees, unless otherwise stated that a specific leave does not apply to them, part-time employees are entitled to these leaves on a pro-rata basis of full-time hours they are scheduled to work.

9.1 Designated paid holidays for employees:

- January 1st
- The day designated by Yukon Government as Heritage Day
- The day designated by the Federal Government as Good Friday
- The day designated by the Federal Government as Easter Monday
- The Monday preceding May 25th
- National Indigenous Peoples Day
- July 1st
- The third Monday in August Yukon Public Holiday
- Labour Day
- National Day of Reconciliation
- The second Monday in October

- November 11th
- December 25th
- December 26th

Any day proclaimed by the Government of Canada as a national holiday that is not included above will be proclaimed a designated paid holiday. If any of the above listed holidays occur on an employee’s Day of Rest, the holiday will be moved to the employee’s first working day following their Day of Rest.

9.2 Religious Holy Days

Every reasonable effort will be made to grant employees time off with pay for religious holidays when such a holiday would prevent them from attending work. An employee can use their special leave or management leave for this time off.

9.3 Vacation Leave

Employees are entitled to annual paid vacation leave. An employee will earn vacation leave credits based upon their Continuous Service at the following rates (prorated for partial bi-weekly periods):

Years of Continuous Service	Bi-weekly accrual rate	Per year
In the first and subsequent years	5.77 hours	20 days
In the fourth and subsequent years	7.21 hours	25 days
In the tenth and subsequent years	8.65 hours	30 days
In the fifteenth and subsequent years	10.10 hours	35 days
In the twentieth and subsequent years	11.54 hours	40 days
In the thirtieth and subsequent years	12.98 hours	45 days

The University strives to provide a healthy work environment that supports work/life balance by providing employees with an uninterrupted period away from work. Vacation leave is a key component to ensuring that a healthy work environment is achieved.

Managing vacation leave is the responsibility of both the employee and their supervisor. Jointly, they ensure that vacation leave is scheduled and taken at a mutually agreeable time. The goal for vacation leave entitlements is that they are used in the year in which they are earned. Every reasonable effort will be made to grant an employee the period of vacation leave requested, should an employee not request or intend to take their accrued vacation in the year that it is

earned, the supervisor may require them to do so within a set period or advise them that a portion may be paid out. An employee is not eligible to accrue vacation during a leave of absence without pay or Suspension.

9.4 Winter Closure

Employees will not be required to work during the University winter closure. This break is the three (3) working days that fall between December 25-January 1 each year. Employees will not be required to take any leave during this period and will continue to receive their regular salary as if they were working.

9.5 Court Leave

Employees who are summoned to be a witness or juror by a court, or anybody with the power of subpoena, must notify their supervisor of the summons as soon as possible if their attendance requires them to be absent from their scheduled responsibilities. An employee must supply a copy of the summons, provided the appearance is not occasioned by the employee's private affairs. The University will maintain an employee's salary, benefits and pension contributions during the time they are legally required to attend a proceeding. Any monies received by the employee for their participation in the legal proceeding will be surrendered to the University.

9.6 Injury-on-Duty Leave

An employee may be granted injury-on-duty leave with pay to a maximum of ninety (90) days, when the Workers' Compensation Board (WCB) determines that the employee is unable to perform their duties because of a:

- a) personal injury accidentally received while performing their duties and not caused by the employee's willful misconduct; or,
- b) sickness resulting from the nature of their employment

When an employee has been granted sick leave with pay and injury-on-duty leave is approved for the same period, it will be considered, for the purpose of record of sick-leave credits, that the employee was not granted sick leave as injury-on-duty leave will apply.

Employees on injury-on-duty leave will continue to accrue benefits set out in this Handbook as if they were working.

9.7 Paid Education Leave

Employees with one (1) year of Continuous Service are eligible to apply for paid education leave to pursue educational opportunities related to their position or professional development. Paid education leave will not exceed three (3) weeks per academic semester unless expressly

approved by the employee's supervising Executive Director. This leave may be taken as continuous leave or periodically to attend to education obligations during regularly scheduled work hours if they are being pursued concurrently with the employee's work. Approving unpaid education leave is the sole discretion of the University. An employee may be required to provide evidence of continued enrolment and/or successful completion of the educational opportunity throughout their leave or upon return to service. Employees who are approved for paid education leave are required to sign a return to service commitment prior to beginning the leave.

9.8 Leave with Pay for Cultural Engagements

Employees who are Indigenous are entitled to three (3) days per calendar year to attend Indigenous ceremonial gatherings or cultural activities in fulfillment of cultural obligations without a loss in salary. Such leave requests will not be unreasonably denied.

9.9 Leave Without Pay for Cultural Pursuits

Employees are eligible for up to five (5) days leave without pay per year for cultural pursuits. An employee may choose to utilize an appropriate accrued vacation or special leave for cultural pursuits. Such leave requests will not be unreasonably denied.

9.10 Excluded Management Leave

Management Leave equivalent to ten (10) days will be provided to each Executive and Senior Manager annually every July 1st and is available to be used at the discretion of the Senior Manager or Executive. Management Leave will be reset to ten (10) days each year and cannot be carried over or rolled into other leave banks or taken as a cash equivalent, including upon termination of employment.

9.11 Long Service Vacation Leave

On the anniversary of every five (5) years of Continuous Service, an employee will be granted one (1) week of long service vacation leave with pay. Long service vacation leave can be carried over from year to year until the employee is entitled to their next long service vacation, at which point any remaining leave will be forfeited.

9.12 Special Leaves

Employees are entitled to special leave equivalent to six (6) days of work annually accrued based on hours worked. Special leave may be used to attend to unforeseen personal needs or circumstances that prevent an employee from performing their job duties. Special leave is not intended to supplement the use of sick leave, vacation or other compensatory leave nor is it to be used to facilitate an absence where other more appropriate leave provisions are available.

Special leave can be accrued up to a maximum of thirty (30) days. Special leave will not be paid out or taken as a cash equivalent upon termination of employment. An employee will have access to their annual special leave accruals on July 1 of each year.

9.13 Sick Leave

An employee who is unable to perform their duties because of illness, injury or quarantine may be granted sick leave with pay. Sick leave is accrued at a rate of 4.33 hours for every bi-weekly work period equivalent to fifteen (15) days per year. An employee who is unable to perform their duties because of illness, injury or quarantine with insufficient sick leave accruals, may be advanced paid sick leave up to fifteen (15) days at the discretion of the HR Department.

All unused sick leave credits will be carried over from one year to the next and will be accumulated to a maximum of one hundred and eighty (180) days.

Excluded employees, except for Confidentially Excluded whose employment is terminated for any reason except just cause is entitled to convert 33.3 percent of their accrued sick leave up to a maximum of sixty (60) days into a cash payout based on the employee's daily rate of pay at termination. Confidentially Excluded employees must have a minimum of five (5) years of Continuous Service to be eligible for this benefit.

9.14 Prepaid Leave Plan

Employees who have completed two (2) years of Continuous Service may be able to access leave with reduced salary continuance through the prepaid leave plan. Subject to approval, an employee can contribute into the prepaid leave plan for up to sixty (60) months and then take up to one (1) year of leave during which they will receive the amount contributed in equal bi-weekly instalments over the course of their prepaid leave.

Employees seeking to access prepaid leave should apply to the Human Resources Department no later than May 1 of each year to advise of the start and end of their proposed prepaid leave as well as the date they intend to begin contributing to the prepaid leave plan. Employees will receive a decision about their application by June 1 of the year in which the application is received. The University has sole discretion to approve or deny requests to participate in the prepaid leave plan.

While contributing to the prepaid leave plan, an employee will contribute to benefits according to the salary they would have received had they not enrolled in the plan.

During prepaid leave, an employee may maintain their benefits – including pension benefits – but will be obligated to pay the employer's contributions during the course of the leave. Time on prepaid leave will not be counted as Continuous Service. No leave will be accrued during prepaid leave.

For detailed information about Prepaid Leave Plans, including application and contractual obligations please carefully review the [guidelines](#).

Unpaid Leave

Special Leave accruals may be used during many unpaid leave entitlements set out in this section.

9.15 Unpaid Education Leave

Employees with one (1) year of Continuous Service are eligible to apply for unpaid education leave to pursue educational opportunities related to their position or professional development. Unpaid education leave will not exceed twenty-four (24) months and must be taken as continuous leave. Approving unpaid education leave is at the sole discretion of the University. An employee may be required to provide evidence of continued enrolment and/or successful completion of the educational opportunity throughout their leave and upon return to service. An employee who wishes to return to service prior to the end of their unpaid education leave will immediately notify their supervisor. Although there is no obligation to approve such requests, the University will make efforts to accommodate. The employee must meet the criteria outlined in the [education leave application](#).

9.16 Maternity, Parental and Adoption Leaves

Maternity, parental and adoption leaves set out below are without pay though an employee granted such leave may be eligible for Employment Insurance benefits as well as a supplemental allowance set out as section 9.17.

An employee who is an expectant parent must notify their supervisor and the HR Department that they intend to take a leave no less than four (4) weeks before commencing the leave. The employee should indicate which type of leave they intend to take, when it will commence and when the employee will return to work.

Maternity leave

An employee who becomes pregnant will notify their supervisor of their pregnancy at least fifteen (15) weeks prior to the expected date of termination of their pregnancy.

An employee who becomes pregnant will be entitled to maternity leave of up to thirty-seven (37) consecutive weeks (no more than eleven (11) weeks before and no more than twenty-six (26) weeks after the termination of a pregnancy).

If the University requests medical documentation stating the employee is pregnant and the probable date of birth of the child, the employee must provide.

Parental leave

An employee who becomes a parent will be eligible for parental leave up to sixty-three (63) consecutive weeks commencing when the child is born or on the day the child comes into the employee's care.

Where both parents are employees of the University, the parental leave may be taken wholly by one of the employees or be shared by both employees. The combined total of such leave must not exceed the shared parental leave limits as defined in the *Employment Standards Act* and must be taken in a single continuous period by each of the employees.

If the University requests the birth certificate of the employee's child, the employee must provide.

An employee must conclude their parental leave no later than seventy-eight (78) weeks after the birth of their child.

Adoption leave

An employee who adopts a child through a legal or customary process will be eligible for adoption leave of up to sixty-one (61) weeks.

Where both parents are employees of the University, they may both apply for adoption leave provided the combined total of such leave does not exceed sixty-one (61) consecutive weeks and is taken in a single continuous period by each of the employees.

If the University requests documentation confirming the adoption of the child by the employee, the employee must provide.

An employee must conclude their adoption leave no later than seventy-eight (78) weeks after the adoption of their child.

If an employee intends to return to work prior to the date set out in their original notice, they must provide their supervisor and the HR Department with at least four (4) weeks' notice.

Upon the conclusion of maternity, parental or adoption leave, the employee will be reinstated to their previous position. If their previous position is unavailable, they will be appointed to a comparable position.

An employee's maternity, parental and adoption leave is considered Continuous Service for the purpose of calculating severance pay, vacation leave and eligibility for incremental pay increases.

9.17 Supplemental Allowance During Maternity, Parental and/or Adoption Leave

The University will maintain a Supplementary Employment Benefit fund to top up Employment Insurance benefits of employees on maternity, parental or adoption leave who have at least one (1) year of Continuous Service.

The combined total of supplemental allowance for maternity, parental or adoption leave received by an employee will not exceed a maximum of seventeen (17) weeks top up at 93 percent of the employee's weekly rate of pay.

Prior to receiving a supplemental allowance, employees must:

- a) Agree in writing to return to work for a period of at least six (6) months after the expiry of their maternity, parental or adoption leave.
- b) Provide the University with proof that the employee is qualified for maternity, parental or adoption leave benefits pursuant to the *Employment Insurance Act*.

9.18 Leave Without Pay

After one (1) year of Continuous Service, an employee may be eligible to apply for leave without pay for personal reasons up to twenty-six (26) continuous weeks. Applications for such leave must be made in writing to the employee's supervisor and HR Department and include the proposed start and end date of the leave and sufficient detail for the University to assess the appropriateness of approving the leave or whether it is better captured in a different leave category. Approving or denying an employee's leave without pay request may be subject to VP approval.

An employee may request, and the University in its sole discretion can approve or deny, an extension of leave without pay for personal needs for an additional twenty-six (26) continuous weeks.

Employees are required to exhaust all appropriate compensatory leave prior to requesting leave without pay for personal reasons.

Employees approved for leave without pay for personal reasons who decide not to return to their position at any time for any reason, are required to notify their supervisor as soon as possible and no later than one (1) month prior to the end of their leave period. Employees who fail to return to service on the set day without prior notification will be deemed to have abandoned their position.

9.19 Compassionate Care Leave

Employees are entitled to up to twenty-eight (28) weeks of compassionate care leave without pay to care for a critically ill family member, in accordance with the Yukon *Employment Standards Act*.

9.20 Political Activities

An employee who intends to run for an elected or customarily selected office is expected to notify their supervisor as soon as possible. An employee who is nominated as a candidate at the Federal, Territorial or Municipal level, or is running to serve in the executive branch of a First Nation government, can apply to their supervisor for a leave of absence without pay not to exceed four (4) weeks to engage in the election campaign.

If an employee is elected to full-time Federal, Territorial, Municipal or First Nation government office, they can apply to the HR Department for a leave of absence without pay, for a single term of office not to exceed five (5) years. Employees will not be provided leaves of absence for subsequent terms and must resign or retire from their position at the University.

An employee who is granted this type of leave is entitled to return to their previous position or an equivalent position as determined by the University. An employee is not entitled to return prior to the date identified when their leave of absence for office was granted.

9.21 Bereavement Leave

Employees are entitled to up to ten (10) days of unpaid leave to attend the funeral or assist with the funeral or headstone potlatch of a family or community member. For greater certainty, employees may choose to access accrued special leave in these instances if they do not wish to take the leave as unpaid.

9.22 Family Violence Leave

Employees are entitled to up to fifteen (15) weeks of family violence leave with pay annually, if they or their minor children are experiencing domestic or sexualized violence, in accordance with the *Employment Standards Act*. Family violence leave can be taken in a continuous period or accessed as fractions of a day, based on one-hour intervals.

After three (3) months of Continuous Service, the University will pay the first five (5) days of such leave. At the University's sole discretion, when an employee is the subject of domestic or sexualized violence, they may be granted leave with or without pay in addition to the provisions of this section.

10.0 Pension

The University has a defined benefit pension plan with a two (2) year contribution waiting period. On completion of the waiting period, an employee is immediately vested and is eligible to buy back their two (2) years of Continuous Service. Employee contributions are matched by the University including contributions made to buy back the two (2) years during the contribution waiting period.

11.0 Professional Development

In addition to ongoing development opportunities during an employee's employment (including conferences and training budgeted for the employee's department), employees with more than six (6) months Continuous Service are eligible to apply for financial support to advance their professional development in accordance with [HR 28 Staff Development and Training Policy](#).

All excluded employees, up to and including Executives, may apply for funding to support professional development activities, not to exceed \$3000 per year. In addition, they may apply for reimbursement of tuition for post-secondary programs at either Yukon University or any other accredited post-secondary institution intended to support the advancement of the individual's education pursuits, not to exceed \$3000 annually. The educational interests are intended to be discussed with the employee's manager annually and built into the employee's development plans.

Executives, Senior Managers and Excluded Managers may apply for additional professional development, or tuition support, through a centralized fund administered by the HR department. The total additional professional development support for a single professional development or tuition activity of an Executive, Senior Manager or Excluded Manager will not exceed \$5000 without vice president approval. Applications for additional professional development support should be submitted by an employee to the HR Department and their supervisor no less than four (4) weeks prior to the professional development opportunity commencing. The employees direct supervisor, after consultation with the HR department, retains sole discretion to approve or deny a request for additional professional development support and, in the case of a denial, will provide a written rationale within one (1) week of making a determination.

11.1 Professional Fees

The University will pay or reimburse a full-time employee for professional licensing or certification fees to an organization, governing body or government agency when membership 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.

12.0 Educational Support

12.1 Entitlement to Courses at Yukon University

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

- courses accredited by the University's partner institutions and offered as part of

-
- partnered programs
 - practicum courses in vocational programs
 - courses designed for, and purchased by, a specific outside organization

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

- The employee must meet the prerequisite or obtain permission from the instructor to register without it.
- The employee is responsible for the cost of books, supplies, materials and other ancillary fees.
- The employee's participation will not displace fee-paying students.
- Attendance in the course does not inhibit the employee's ability to perform their job duties unless they have been provided with training or education leave. 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 percent tuition.

12.2 Children and Spouses of Staff Members

Children, stepchildren and spouses of permanent employees are eligible for a 50 percent tuition reduction on courses taken at Yukon University in accordance with Section 12.1.

13.0 Discipline

The intent of disciplinary action is to correct behaviour and to motivate compliance with performance expectation. Disciplinary actions are normally progressive in nature. Before disciplinary action can be taken against an employee:

- a) There must have been an incident, act or inaction warranting the discipline.
- b) There must be proof of the employee's involvement in the incident, act or inaction.
- c) The employee must be made aware of the incident, act or inaction and provided with an opportunity to present their version of facts.

The University may investigate the circumstances surrounding a disciplinary action using either internal or external resources. An employee may be placed on leave with or without pay during the conduct of an investigation at the sole discretion of the HR Department and employee's supervising Executive.

If discipline is found to be warranted, disciplinary actions may include:

- a) letters of reprimand
- b) suspensions without pay
- c) dismissal

The above actions are dependent on the severity of the incident, act or inaction and the employee's previous record of discipline for the same or related matters.

14.0 Ending the Employment Relationship

Employees may be terminated due to reorganization or changing job requirements for which the employee is not suitable. Decisions to terminate an employee should only be made when other options, such as retaining or reassignment, are not practical. Where termination occurs for reasons other than just cause, individuals will be treated fairly and reasonable notice, or pay in lieu of notice, will be provided.

14.1 Abandonment of Employment

An employee who is absent without authorization from their employment for five (5) consecutive workdays is considered to have abandoned their position. The employee's supervisor must demonstrate a concerted effort to contact the employee during unauthorized absence to determine the reason. If the supervisor is unable to contact the employee or the reason for the absence leads the supervisor to conclude the employee has repudiated their employment contract, the employee will be deemed to have resigned effective the final workday before the unauthorized absence. In these situations, no severance will be paid.

14.2 Resignation

Employees resigning from their position will provide as much notice as possible; the University requires a minimum of four (4) weeks' written notice submitted to their direct supervisor and the HR Department. Resignations may not be revoked after forty-eight (48) hours. Unless permitted otherwise by their supervisor, an employee who has resigned will not take paid or unpaid leave during their notice period. At the discretion of the supervisor, a resigning employee may have their notice period waived in which case the employee will be paid in lieu of serving the notice period.

14.3 Retirement

An employee who is entitled to an immediate annuity or pension and intends to retire must provide notice to their supervisor within twelve (12) weeks of their retirement date, when possible; no less than eight (8) weeks prior to the expected date of retirement. Notice of retirement should be submitted to the direct supervisor and HR Department. Retirement notices cannot be revoked after submission.

14.4 Additional Payments on Resignation, Retirement and Termination without Cause

Resignation

A resigning employee with five (5) or more years of Continuous Service will receive severance pay equal to one-half of the weekly rate of pay on resignation, multiplied by the number of completed years of Continuous Service to a maximum of twenty-eight (28) weeks.

Retirement

On termination of employment, an employee who is entitled to an immediate annuity or a pension, will be paid severance equal to their weekly rate of pay on termination of employment multiplied by the number of completed years of Continuous Service.

In addition to the above, an Executive or Senior Manager who is entitled to an immediate annuity or a pension on termination of employment will receive \$1,000 per year of Continuous Service in an Executive or Senior Management position, pro-rated for partial years.

Termination Without Cause

In addition to receiving severance as if they had resigned, employees who have Continuous Service of more than six (6) months and are terminated without cause will receive notice, or payment in lieu of notice, in accordance with the *Employment Standards Act*. Employees terminated without cause may be offered Career Transition support services delivered by a third party.

15.0 Dispute Resolution

15.1 Disputes regarding the terms and conditions of employment and the application of this Handbook

The University strives to ensure fair and equitable treatment for all employees. Should an employee feel aggrieved with respect to the terms and conditions of their employment or the application of this Handbook, they should discuss the matter with their direct supervisor. In the case that the concern involves the direct supervisor, the employee should bring the concern forward to the Director of HR or a Vice-President of the University.

If the concern is not resolved through discussion, they may submit a formal complaint to the HR Department in a prescribed form no less than four (4) weeks after the date they first became aware of the action or circumstance giving rise to the complaint.

The HR Department will endeavor to resolve the complaint and provide a written response within four (4) weeks of the complaint being received. If the HR Department's response is not

satisfactory or no response has been received by the employee within four (4) weeks, the employee may present the complaint via written submission to the President of the University who may consult the President's Executive Council on the matter. A decision rendered by the President is final and binding.

15.2 Disputes in the Interpretation of this Handbook

A discrepancy of interpretation of this Handbook will be referred to the HR Department for initial interpretation and if a discrepancy persists, it will be referred to the President for final interpretation. The President may refer the issue to the Chair of the HR Committee of the Board of Governors for review and recommendation.

Concerns raised by the President regarding interpretation and application of the Handbook will be addressed to the Chair of the Board of Governors through the University Secretary.

16.0 Review and Amendments

The final approval authority of this Handbook is with the Board of Governors.

The University is committed to the practice of reviewing and improving this Handbook in consultation with all employees. Employees who have proposed amendments or clarifications of this Handbook can submit them to the Senior Manager or Executive responsible for their department.

The Senior Leadership Team will conduct a comprehensive review of this Handbook within a year of it coming into force.

Any amendments, revisions, additions or deletions will be recommended by the Senior Leadership Team and President's Executive Committee before being presented to the Board of Governors for approval.

17.0 List of Relevant Legislation and Applicable Documents

- Part 1 of the Canada Labour Code
- Yukon Employment Standards Act
- Yukon Workers Safety and Compensation Act
- Yukon Human Rights Act
- Code of Ethics
- University Human Resource Policies
- Human Resource guide documents