

Policy Title: Salary and Probation/Trial Period on Employment
Policy Approver: President's Office
Policy Holder: Human Resources
Category: Operational
Original Date: October 1992
Last Revised: August 2003
Next Review: January 2005

Approval Statement

With the approval of the President of Yukon College, this policy is hereby deemed in effect the 7th day of August, 2003.

President, Yukon College

Date

1. Purpose of Policy

1.1. Salary Placement:

Yukon University will follow fair, open, equitable and ethical employment practices that will be in accordance with any relevant legislation, the Collective Agreement and approved policy.

The salary range for senior management, excluded and bargaining unit positions will be established through application of the University's job evaluation system to the position's job description.

The salary range for casual staff will be in accordance with the University's Casual Staff Salaries Policy.

Salary at initial appointment will normally be at the minimum of the applicable range.

Any deviations will take into consideration:

- the availability of qualified candidates
- compensation relative to the labour market for such positions
- the urgency to fill the position
- the ability to provide future performance increases
- equity with the pay and responsibilities of other employees, especially those within the department
- the precedence of such a recommendation
- provisions of the Collective Agreement for market adjustments.

In no case will salary on initial appointment into permanent or term positions exceed 88% of the maximum salary for the applicable range.

The Director, Human Resource Services, must approve recommendations for initial salary placement beyond the minimum of the applicable range.

1.2. Probation or Trial Period

All initial employment shall be subject to a probationary period in accordance with the Collective Agreement for bargaining unit employees, for a period of six months for all excluded employees, and for a period of one year for all senior management employees.

After completion of one successful probation period, further employment in any position other than the initial employment position shall be subject to a trial period in accordance with the Collective Agreement for bargaining unit employees, for a period of six months for all excluded employees, and for a period of one year for senior management employees.

Extension of the probation or trial period may occur with the mutual agreement of the University and the Yukon University Employees Union for bargaining unit employees, or the University and the excluded or senior management employee.

Requests to the union for an extension of a probation or trial period of a unionized employee will be made through Human Resource Services upon receipt of the appropriate rationale from the Dean/Director.

An employee who has not been advised otherwise by the end of the probation or trial period, will be deemed to have successfully completed the probation or trial period.

Termination of Employment for Cause or Inability To Meet Performance Expectations

At any time during the probation or trial period or an extended probation or trial period, employment may be terminated for cause including the inability to meet the performance expectations of the job description or statement of qualifications. Failure of a trial period for a bargaining unit employee will be handled in accordance with the Collective Agreement.

Any substantive misrepresentation of qualifications or experience on an application for employment or during an interview will render a letter of offer of employment null and void and will be cause for immediate dismissal.

Termination of employment for cause or failure of the probation or trial review is subject to the approval of the University President.

2. Governing Legislation and Relevant Documents

2.1. Board Governing Policies

This policy recognizes the Yukon University Board of Governors Policy on Executive Limitations, including:

“With respect to treatment of paid and volunteer staff, the President may not cause or allow conditions which are unfair or undignified. Accordingly, she or he may not operate without written Human Resource procedures, which clarify rules for staff”

2.2.

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

Yukon Human Rights Act

Yukon Employment Standards Act

3. Procedures

3.1. Salary:

1. To make a recommendation for initial salary placement above the minimum for the applicable range, the Dean/Director will provide substantiation to the Director, Human Resource Services along with the Recommendation for New/Changed Employee Appointment form.

3.2. Probation or Trial Period:

1. Within a reasonable period of employment in a new position, the appropriate Dean, Director or supervisor will discuss performance expectations and the position

description with the employee. The employee will sign a copy of the position description and it will be placed in his/her Human Resources file.

2. The Dean, Director or supervisor will conduct a written performance review with the employee halfway through the probation or trial period. This written performance review will be done using an Employee Performance Evaluation Form or such other performance review document(s) as mutually agreed to by the employee and the Dean/Director.
3. The Divisional Dean/Director will authorize the final written review document and recommend either that the probation or trial period continue, or employment be terminated (with attached rationale). The employee will sign the review indicating that he/she either agrees with the review or disagrees and may attach comments.
4. The review will be placed in the employee's Human Resources file. Human Resource Services will forward recommendations for termination of employment to the University President.
5. The Dean, Director or supervisor will conduct another performance review with the employee not later than the end date of the employee's probation or trial period. This written performance review will be done using an Employee Performance Evaluation Form or such other performance review document(s) as mutually agreed to by the employee and the Dean/Director.
6. The Divisional Dean/Director will authorize the final written review document and recommend to Human Resource Services that employment be confirmed, employment be terminated, or an extension of the probation or trial period be requested (with rationale attached). The employee will sign the review indicating that he/she either agrees with the review or disagrees and may attach comments.

7. The review will be placed in the employee's Human Resources file. Human Resource Services will forward recommendations for termination of employment to the University President.
8. If an extension of the probation or trial period has been requested for a bargaining unit employee, Human Resource Services will contact the Union regarding the matter. If an extension has been permitted, a further review, using the process outlined above, will occur no later than the end date of the extended probation or trial period.

4. Other Related and/or Accompanying Documents

- B. FORMS (available on the staff K drive under Human Resource Forms):
Employee Performance Evaluation Form