

LETTERS OF UNDERSTANDING
BETWEEN
PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYEE)
AND
YUKON COLLEGE BOARD OF GOVERNORS

LETTER OF UNDERSTANDING A

JOB SECURITY

- a) During the life of the agreement the employer shall maintain the current total number of positions as at July 1, 1997 and the relative proportions of current employment categories, nature of employment (full-time vs. part-time), and status of employment (indeterminate vs. term). However, the Employer may consider reassignment and layoffs.
- b) The Employer further agrees not to reduce or eliminate any position as the result of the implementation of the new administrative computer system.
- c) The Employer will work collaboratively with staff to identify areas of declining enrollment or declining demand so marketing efforts or alternatives can be targeted at those programs.
- d) Notwithstanding Article 6.01, during the life of this agreement, when a position is eliminated or when hours of work are reduced by more than 33%, the Employer will provide the affected employee(s) with notice of layoff. The employee shall be given six months notice in writing of the effective date of layoff or six (6) months salary and benefits in lieu of such notice. The option of proving six (6) months notice or payment in lieu of such notice shall be decided by the Employer.

LETTER OF UNDERSTANDING B

CODE OF ETHICS

(1) Recognizing that there are general principles which provide guidance to our activities and interrelationships, the College will, through the Joint Consultation Committee, develop a general set of guidelines for ethical conduct of the employer and employee. The Joint Committee may wish to consider, but is not limited to, the following:

(a) Expectations and Standards of Conduct with respect to relationships among the following:

- (i) Student and/or client,
- (ii) General public,
- (iii) Yukon College,
- (iv) YCEU,
- (v) Employees, and
- (vi) Employer.

There may be other relationships identified through Joint Consultation.

(b) Reference to Academic Rights and Freedoms

(c) Dispute/Complaint Resolution Process

The Joint Consultation Committee is to refer to the "Code of Ethics" as drafted by the Yukon College Faculty Association and any relevant legislation, such as the *Yukon Human Rights Act* and the *Canadian Charter of Rights and Freedoms*.

Joint Consultation to make recommendations on Code of Ethics within one year. If ratified, the Collective Agreement shall be amended to include the recommendations.

LETTER OF UNDERSTANDING C

ACADEMIC RIGHTS AND FREEDOMS

Academic rights and freedoms shall be referred to the Joint Consultation Committee.

Joint Consultation to make recommendations on Academic Rights and Freedoms within one year. If ratified, the Collective Agreement shall be amended to include the recommendations.

LETTER OF UNDERSTANDING D

THIRD PARTY FUNDING ARRANGEMENTS

Bargaining unit positions created through third-party funding arrangements shall be covered by the collective agreement except for Articles 7 and 14.

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

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

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

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

LETTER OF UNDERSTANDING E

ARBITRATORS

The parties agree that with regard to Article 12 and Article 16 (Scope of the Bargaining Unit) and any other section of this Agreement (excluding Article 14.02) that may require Arbitration, the following persons are acceptable as Arbitrators:

Jane Emrich, Brian Keller, Owen Shime, Don Munroe, Judi Korbin or other names the parties may mutually agree to.

LETTER OF UNDERSTANDING F

SHORTAGES

1. Employees assigned responsibility for, and who have sole control of, College property, stock or cash may be required to reimburse the Employer of any shortages that occurred during the period that the employee had the responsibility and control.
2. Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to, College property, stock or cash will be limited to such amounts as can be found to have been caused by a particular employee(s). Only the employee(s) found responsible may be required to reimburse the Employer for the shortages.
3. All overages shall be utilized to offset shortages.
4. The Employer reserves the right to take disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the provisions of Article 11.
5. The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of property, stock or cash.

LETTER OF UNDERSTANDING G

YUKON COLLEGE PENSION PLAN

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

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

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

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

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

YUKON COLLEGE PAY GRIDS

ANNUAL and BI-WEEKLY SALARY RANGE JULY 1, 2003 TO JUNE 30, 2004

LEVEL	MINIMUM ANNUAL	MINIMUM BI-WEEKLY	MAXIMUM ANNUAL	MAXIMUM BI-WEEKLY
1	32 494	1245.55	38 685	1482.87
2	34 304	1314.93	40 840	1565.47
3	36 315	1392.02	43 234	1657.24
4	38 329	1469.22	45 629	1749.04
5	40 842	1565.55	48 620	1863.69
6	43 858	1681.16	52 213	2001.42
7	47 380	1816.16	56 404	2162.07
8	51 401	1970.29	61 193	2345.64
9	56 429	2163.03	67 179	2575.09
10	62 465	2394.40	74 363	2850.47
11	69 506	2664.29	82 744	3171.73
12	78 557	3011.23	93 520	3584.79

ANNUAL and BI-WEEKLY SALARY RANGE JULY 1, 2004 TO JUNE 30, 2005

LEVEL	MINIMUM ANNUAL	MINIMUM BI-WEEKLY	MAXIMUM ANNUAL	MAXIMUM BI-WEEKLY
1	33 306	1276.68	39 652	1519.93
2	35 162	1347.82	41 861	1604.61
3	37 223	1426.82	44 315	1698.67
4	39 287	1505.94	46 770	1792.78
5	41 863	1604.68	49 836	1910.30
6	44 954	1723.17	53 518	2051.44
7	48 565	1861.58	57 814	2216.11
8	52 686	2019.55	62 723	2404.29
9	57 840	2217.11	68 858	2639.45
10	64 027	2454.27	76 222	2921.73
11	71 244	2730.91	84 813	3251.03
12	80 521	3086.51	95 858	3674.41

ANNUAL and BI-WEEKLY SALARY RANGE JULY 1, 2005 TO JUNE 30, 2006

LEVEL	MINIMUM ANNUAL	MINIMUM BI-WEEKLY	MAXIMUM ANNUAL	MAXIMUM BI-WEEKLY
1	34 139	1308.61	40 643	1557.92
2	36 041	1381.52	42 908	1644.74
3	38 154	1462.51	45 423	1741.15
4	40 269	1543.58	47 939	1837.59
5	42 910	1644.82	51 082	1958.07
6	46 078	1766.25	54 856	2102.73
7	49 779	1908.12	59 259	2271.50
8	54 003	2070.03	64 291	2464.39
9	59 286	2272.54	70 579	2705.42
10	65 628	2515.64	78 128	2994.79
11	73 025	2799.18	86 933	3332.30
12	82 534	3163.68	98 254	3766.25

ANNUAL and BI-WEEKLY SALARY RANGE JULY 1, 2006 TO JUNE 30, 2007

LEVEL	MINIMUM ANNUAL	MINIMUM BI-WEEKLY	MAXIMUM ANNUAL	MAXIMUM BI-WEEKLY
1	35 163	1347.86	41 862	1604.65
2	37 122	1422.95	44 195	1694.07
3	39 299	1506.40	46 786	1793.39
4	41 477	1589.89	49 377	1892.71
5	44 197	1694.15	52 614	2016.79
6	47 460	1819.23	56 502	2165.82
7	51 272	1965.35	61 037	2339.66
8	55 623	2132.13	66 220	2538.33
9	61 065	2340.73	72 696	2786.57
10	67 597	2591.11	80 472	3084.64
11	75 216	2883.16	89 541	3432.27
12	85 010	3258.59	101 202	3879.25