

**LETTERS OF UNDERSTANDING**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (“the Alliance”)**

**AND**

**YUKON COLLEGE BOARD OF GOVERNORS ( ‘the Employer”)**

## **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 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.
- c) 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 25%, 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, except where the laid off employee exercises his/her right to bump another employee in accordance with the provisions of Article 7.04b) in which case the laid off employee has no entitlement to payment under this Article. The option of providing six (6) months notice or payment in lieu of such notice shall be decided by the Employer.

## **LETTER OF UNDERSTANDING AA**

### **INTEREST- FREE LOANS FOR ADVANCED DEGREES**

The parties agree to form a joint committee of four (4) member of equal numbers to examine and develop a policy whereby the Employer would provide interest-free loans to employees to pursue advanced degrees in order to meet the emergent University goals of Yukon College. Time spent by employees on the committee shall be considered time worked.

## **LETTER OF UNDERSTANDING B**

### **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.

Notwithstanding the above, effective from the date of ratification, any third party funded term employee who has five (5) or more years of continuous service in the third party funded position or who has five (5) or more years cumulative service in the same or similar third party funded position or assignment, commencing from 1999, shall become a permanent employee. For bargaining unit members who obtain permanent employee status in a Third Party Funded Position under this provision, the Notice of Lay-off provisions under Article 6 (3 months notice) and the specific recall provisions of Articles 7.01, and 7.03 and 7.02 c) and d) shall apply, however, the seniority provisions of Article 7.02 a) and b) and the bumping rights and other provisions or entitlements under Article 7.04 shall not apply.

## **LETTER OF UNDERSTANDING C**

### **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 D**

### **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 E**

### **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.

## **LETTER OF UNDERSTANDING F**

### **JOINT BENEFITS COMMITTEE**

The parties agree to establish a Joint Benefits Review Committee of at least four (4) members, half of which will represent the College and half the bargaining unit. Each party will appoint their respective representatives and time spent at Committee meetings shall be considered time worked. The purpose of the Committee is to review the Benefit Plans pursuant to Articles 43 and 44 of the Collective Agreement. Any additional costs which result from recommendations of the Joint Benefits Committee and/or that affect the parties' contribution rates will be subject to ratification by their respective principal

## **LETTER OF UNDERSTANDING G**

### **RE: CAFETERIA SUMMER STAFFING**

The parties agree that in the event the Cafeteria at Yukon College is opened during the Summer months such work will be offered first to current bargaining unit members covered by Article 3,01 (dd).

## **LETTER OF UNDERSTANDING H**

### **LIBRARY WEEKEND PREMIUM**

With reference to Article 30.05 the existing practice in the Library – specifically that employees do not receive the weekend premium but “bank” the equivalent of actual hours worked on the weekend with the understanding that this will be taken as time off as mutually agreed between the Manager, Library and the employee – shall be maintained during the term of the renewal Collective Agreement.

## **LETTER OF UNDERSTANDING I – PILOT PROJECT**

### **COMPASSIONATE LEAVE TRANSFER**

The parties agree to the following provision as a ‘Pilot Project’ during the term of the collective agreement unless otherwise agreed to by the parties.

- HH.01            An employee may transfer unused Vacation Leave to another employee on compassionate grounds.
  
- HH.02            Leave transferred under this Letter of Understanding shall be based on the premise of a day is a day and administered accordingly.
  
- HH.03            a request for the transfer of Vacation Leave under this Letter of Understanding shall be administered through Human Resources following a call to employees by the union.
  
- HH.04            All leave transferred shall be administered in a confidential manner.

## LETTER OF UNDERSTANDING J

### SPECIAL LEAVE

During the life of the 2010 – 2013 collective agreement, the Special Leave provisions of the collective agreement at articles 40.02, 40.03, 40.04, 40.05 and 40.07 shall be suspended. In their place, the following provisions shall apply:

1. Employees with accrued Special Leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their Special Leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special Leave may be used for reasons beyond those listed in the suspended articles. Employees are expected to manage their use of Special Leave by anticipating and planning for their own needs.
2. In no case will the Employer advance Special Leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.
3. Special Leave is not intended to supplement the use of Sick, Vacation, or Long Service Leave, or to be used to facilitate an absence where another more appropriate leave provision is available.
4. Special Leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.