

**MEMORANDUM OF SETTLEMENT
TO RENEW AND AMEND THE COLLECTIVE AGREEMENT**

Between

OKANAGAN COLLEGE ("OC")

And

OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")

OC and OCFA agree to recommend these proposed terms of settlement to their respective principals as a renewal of the Collective Agreement to be in effect from September 1, 2005 to March 31, 2010, both dates inclusive. The terms of the Collective Agreement shall be as follows:

1. The current Collective Agreement shall be amended by:
 - 1.1. All items previously signed off as of March 27 and attached hereto;
 - 1.2. Those items described in items 7 to 11 below.
2. All other provisions of the current Collective Agreement are to be renewed without change.
3. The final number sequences and editing of the new Collective Agreement will be confirmed by the parties prior to printing.
4. The effective date of all proposed changes to the Collective Agreement will be the date of ratification unless otherwise specified.
5. All Letters of Understanding that have been agreed to shall be appended to, and extended for the full life of, the Agreement.
6. All proposals not contained in this settlement are withdrawn without prejudice to either party.
7. **Term of Agreement**

The term of the agreement shall be from September 1, 2005 to March 31, 2010.

8. **Effective April 1, 2006**
 - 8.1. All continuing employees will be eligible for a salary increment on April 1, 2006 and will receive the expected increment on their respective April 1, 2003 OCFA Salary Scale from the April 1, 2004 to August 31, 2005 collective agreement. [Delete Articles 41.3.3 and 41.3.4] Increment dates for existing continuing employees will be adjusted to April 1st for future increments.
 - 8.2. Appendix A of the collective agreement shall be replaced with the Provincial Salary Scale (hereafter "PSS") including the stipend as noted in 9.4 below.
 - 8.3. Those employees whose salaries are not above the top of the PSS shall be placed on the PSS at the closest higher salary step on the PSS.
 - 8.4. After the increment (from 8.1 above) is applied, those employees whose salaries are above the top of the PSS shall have their salaries red-circled until the PSS exceeds their salary. At that time, they shall be placed at Step 1.

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- 8.5. Continuing employees who are at Step 8, Grid 2 (2004-05 c.a.), or the equivalent salary on Grid 1, as of March 31, 2006 will step up and step on to the PSS and then receive one additional step up the PSS. Employees at Step 9, Grid 2 (2004-05 c.a.) or below, or a equivalent salaries on Grid 1 or below, as of March 31, 2006 will step up, step on to the PSS, and then receive two additional steps up the PSS. (Estimated cost: \$92,910)
- 8.6. All continuing employees on OCFA Grid 3, Step 3 or 4, as of March 31, 2006 shall receive an additional one-time payment of \$1,927 to compensate for the loss of future steps. (Estimated cost: \$94,423) This is in addition to the incentive payment referenced in 10 (below).
- 8.7. Funds to address 8.5 and 8.6 and the Incentive payment to term employees to come from the \$128,160 portion of the incentive payment that is not allocated to continuing employees and the \$1,216 savings derived from health & welfare plan changes in addition to the \$73,350 allocated by OC in its March 26, 2006 offer (8.5).

9. Base Wage Increase

9.1. The base wage increase of 2% shall be applied to the PSS (before stipend) on each of:

- April 1, 2007
- April 1, 2008
- April 1, 2009

The base wage increase shall also be applied to DE Tutor payments outlined in Article 41.4.

9.2. "Me-Too":

The payment of any general increases to base wages, financial incentives or special labour market adjustments for specified groups of employees during the term commencing April 1, 2007 and ending March 31, 2010 shall be made in the form and substance of such payments as may be negotiated by those employers for which the Post Secondary Employers' Association (PSEA) is the bargaining agent and their respective faculty unions, whose collective agreements currently expire March 31, 2007.

9.3. Letter of Understanding re: Consequential Amendments to Articles 41 and 43

Prior to the production of the amended collective agreement, OC and OCFA will adapt the language and formulas contained in Articles 41 and 43 to reflect the new workload model. The parties agree that there is no intent to change the outcomes of the calculations.

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9.4. Appendix A shall be replaced with the following:

**APPENDIX A
SALARY SCALE**

STEP	April 1, 2006 To March 31, 2007	April 1, 2007 To March 31, 2008	April 1, 2008 To March 31, 2009	April 1, 2009 To March 31, 2010
1	\$75,674 <i>\$1,513</i> \$77,187	\$77,187 <i>\$1,544</i> \$78,731	\$78,731 <i>\$1,575</i> \$80,306	\$80,306 <i>\$1,606</i> \$81,912
2	\$73,257 <i>\$1,465</i> \$74,722	\$74,722 <i>\$1,494</i> \$76,217	\$76,217 <i>\$1,524</i> \$77,741	\$77,741 <i>\$1,555</i> \$79,296
3	\$68,238 <i>\$1,365</i> \$69,603	\$69,603 <i>\$1,392</i> \$70,995	\$70,995 <i>\$1,420</i> \$72,415	\$72,415 <i>\$1,448</i> \$73,863
4	\$65,445 <i>\$1,309</i> \$66,754	\$66,754 <i>\$1,335</i> \$68,089	\$68,089 <i>\$1,362</i> \$69,451	\$69,451 <i>\$1,389</i> \$70,840
5	\$63,048 <i>\$1,261</i> \$64,309	\$64,309 <i>\$1,286</i> \$65,595	\$65,595 <i>\$1,312</i> \$66,907	\$66,907 <i>\$1,338</i> \$68,245
6	\$60,651 <i>\$1,213</i> \$61,864	\$61,864 <i>\$1,237</i> \$63,101	\$63,101 <i>\$1,262</i> \$64,363	\$64,363 <i>\$1,287</i> \$65,651
7	\$58,254 <i>\$1,165</i> \$59,419	\$59,419 <i>\$1,188</i> \$60,607	\$60,607 <i>\$1,212</i> \$61,820	\$61,820 <i>\$1,236</i> \$63,056
8	\$56,857 <i>\$1,117</i> \$56,974	\$56,974 <i>\$1,139</i> \$58,114	\$58,114 <i>\$1,162</i> \$59,276	\$59,276 <i>\$1,186</i> \$60,461
9	\$53,460 <i>\$1,069</i> \$54,529	\$54,529 <i>\$1,091</i> \$55,620	\$55,620 <i>\$1,112</i> \$56,732	\$56,732 <i>\$1,135</i> \$57,867
10	\$51,063 <i>\$1,021</i> \$52,084	\$52,084 <i>\$1,042</i> \$53,126	\$53,126 <i>\$1,063</i> \$54,188	\$54,188 <i>\$1,084</i> \$55,272
11	\$48,666 <i>\$973</i> \$49,639	\$49,639 <i>\$993</i> \$50,632	\$50,632 <i>\$1,013</i> \$51,645	\$51,645 <i>\$1,033</i> \$52,678

- *Italicized notes denote stipends*

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10. Letter of Understanding - Incentive Payment

An incentive one-time payment shall be paid to all OCFA members if the new collective agreement is settled and ratified by the College by March 31, 2006 and subsequently ratified by the Association.

An incentive payment of \$4,000 shall be distributed to all continuing employees who are actively employed by, or on approved leave from, Okanagan College on March 31, 2006.

All employees who are on a term appointment as of March 31, 2006 shall receive an equal share of the residual funds remaining from 8.7 (above).

When OC has received the funding and upon ratification, as soon after March 31, 2006 as is practicable, the incentive payment shall be paid to faculty members.

11. Probation

Post-2 year probationary and candidacy employees shall be confirmed in continuing positions effective date of ratification provided there are no negative evaluations on file. Where OCFA and OC have a previous agreement on a probationary employee, those circumstances are exempted.

For Okanagan College

Philip Kufner

For Okanagan College Faculty Association

John Murray

Date: 2006 03 30