

# MEMORANDUM OF AGREEMENT

*Between*

**SELKIRK COLLEGE**

*And*

**PPWC LOCAL 26**

This Agreement made and entered into this 24 day of MARCH, 2006.

The Parties agree on behalf of their respective principles to the following issues as the basis of settlement of all the collective bargaining matters in dispute between them. It is agreed that the issue of compensation increases and contractual language for those increases shall be set about as below, and at the conclusion of the 2006 Support Staff Compensation Template Table. The Parties agree to:

- \* The term of the agreement shall be for five years -- January 1, 2006 to December 31, 2010, regardless of the template table's eventual agreement on compensation.
- \* This agreement shall include annual base wage increases of 2.1 % for each of 2006, 2007, 2008, and 2009.
- \* The effective dates of the base wage increases are April 1<sup>st</sup>.
- \* The annual base wage increase for any year(s) of the four base wage increases shall be increased by the difference, if any, between the base wage increase for that year and a higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 support staff compensation table. Should the Template Table settled for a two-year term of July 1, 2006 to June 30, 2008 at 3 % base wage increase for each of those two years, then PPWC Local 26 will receive another 0.9% base wage increase (i.e. an annual increase of 3% instead of 2.1%) for each of those two years, but would still receive just a 2.1% base wage increase for each of the third and fourth years (2008-10) of the agreement.
- \* The settlement incentive shall be specified as \$4000 per FTE and shall have no higher incentive provided for in the compensation template that is agreed upon at the 2006 support staff compensation table. If the compensation agreed to by the template table does not include a settlement incentive, the settlement incentive received by PPWC Local 26 will not be subject to recovery by the employer. Eligibility for the settlement incentive shall be determined as follows:
  1. Each member of the bargaining unit, employed by the College on March 31, 2006, shall receive an incentive one-time payment.
    - (a) The incentive payment shall be \$4000 for each full-time equivalent employee and shall be pro-rated for part-time employees.

MOA - Selkirk College/PPWC Local 26

(b) For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2005 to March 31, 2006. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

(c) Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2005 to March 31, 2006

\* An annual allocation of 0.1% for each of 2006, 2007, 2008, and 2009 (effective on the wage increase date) for labour market adjustment increases based on the terms set out in the Letter of Agreement on Labour Market Adjustment (New Appendix - as attached).

\* The provision shall include the Fiscal Dividend on the terms as set out in the Letter of Agreement on Fiscal Dividend (New Appendix - attached).



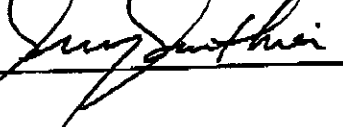
\* The parties agree to submit their unsigned Memorandum of Agreement to PSEA for PSEC and Minister of Finance approval prior to formally tabling the settlement offer.

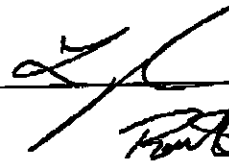

The parties have executed and are in agreement with this Memorandum of Understanding dated the 24 day of MARCH, 2006.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under Seal.

ON BEHALF OF SELKIRK COLLEGE

ON BEHALF OF THE PULP, PAPER  
AND WOODWORKERS OF CANADA,  
LOCAL 26

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NEW APPENDIX J**

**LETTER OF AGREEMENT**

**Labour Market Adjustment**

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective July 1<sup>st</sup> for BCGEU and CUPE agreements and April 1<sup>st</sup> for PPWC agreements for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the Employer and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
  - The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
  - The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

## NEW APPENDIX K

### LETTER OF AGREEMENT Fiscal Dividend

#### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from January 1, 2006 through to December 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010. The Fund will be determined as follows:
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:
  - o maternity or parental
  - o short-term disability
  - o long-term disability that commenced between April 1, 2009 to March 31, 2010
- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.