

Memorandum of Agreement

Between

PPWC Local 29

And

The College of New Caledonia

For the Term of:

June 1, 2005 to May 31, 2010

TERM OF AGREEMENT

This agreement shall be binding and remain in effect from June 1, 2005 to May 31, 2010.

The term of agreement will not be impacted or altered by any other term of agreement as may be concluded at the compensation template table

BASE WAGE INCREASES

All wage scales in the College of New Caledonia-PPWC Local 29 Agreement shall be increased by the following percentages effective the dates indicated:

April 1, 2006	2.1 %
April 1, 2007	2.1 %
April 1, 2008	2.1 %
April 1, 2009	2.1 %

EFFECT OF COMPENSATION TEMPLATE TABLE ON BASE WAGE INCREASES

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.

INCENTIVE PAYMENT

Each member of the PPWC bargaining unit employed by CNC on March 31, 2006 shall receive an incentive one-time payment if the Parties' new Collective Agreement is settled and ratified by March 31, 2006.

The incentive payment shall be \$4,000 for each full-time equivalent employee and shall be pro-rated for part-time employees. 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. 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

The incentive payment shall be paid to employees as soon after March 31, 2006 as is practicable for the institution to determine and pay the payment amounts to employees.

Agreement on this incentive payment shall have no "me-too" provision on any higher incentive that may be 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 any members of the PPWC bargaining unit employed by CNC will not be subject to recovery by the employer.

LABOUR MARKET ADJUSTMENT

The Collective Agreement shall include a Letter of Agreement that provides for the College and PPWC Local 29 to agree on an Operational Staff Labour Market Adjustment Plan. The Plan will be funded by an amount equal to 0.1% of the annual operational staff compensation of the PPWC bargaining unit for each year as follows:

April 1, 2006	0.1 %
April 1, 2007	0.1 %
April 1, 2008	0.1 %
April 1, 2009	0.1 %

The Letter of Agreement on labour market adjustment is as set out in Appendix A.

FISCAL DIVIDEND

The Collective Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus as set out in Appendix B.

CHANGES IN COLLECTIVE AGREEMENT LANGUAGE

The collective agreement shall contain language changes as agreed to in the packages of items dated:

- a. March 1, 2006;
- b. March 8, 2006;
- c. March 15, 2006;
- d. March 23, 2006
- e. And in the agreed to "Housekeeping Items" signed on February 7, 2006

All other provisions of the Parties' Collective Agreement for June 1, 2003 to May 31, 2005 are to continue without change.

RATIFICATION

This agreement is subject to ratification by each of the Parties principals and the undersigned Bargaining Representatives agree to present this agreement to their respective principals for ratification.

Signed on behalf of PPWC Local 29:

Signed on behalf of the College of New Caledonia:

Julie Caruv
Lily Bachand

Paul Brun
AMOM

Signed this 24th day of March, 2006

APPENDIX A

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 operational 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 Operational Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual operational 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 April 1st 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 Operational Staff Labour Market Adjustments that pertain to particular operational 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 Operational Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - The compensation for specific operational 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.

Signed on behalf of PPWC Local 29:

Signed on behalf of the College of
New Caledonia:

Julie Carver

Paul Burt

Lily Bachand

[Signature]

Signed this 24th day of March, 2006

APPENDIX B**LETTER OF AGREEMENT
Fiscal Dividend****THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from June 1, 2005 to May 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.

Signed on behalf of PPWC Local 29:

Julie Carver
Sally Bachand

Signed this 24th day of March, 2006

Signed on behalf of the College of New Caledonia:

Paul Ben
JMPOR