

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

Between

OKANAGAN COLLEGE ("OC")

And

BC GOVERNMENT AND SERVICE EMPLOYEES UNION – SUPPORT STAFF ("BCGEU")

OC and BCGEU agree to recommend these proposed terms of settlement to their respective principals as a renewal of the Collective Agreement to be in effect from July 1, 2006 to June 30, 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 16 and attached hereto;
 - 1.2. All items agreed at the Compensation Template table for Support Staff bargaining.
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 All proposals not contained in this settlement are withdrawn without prejudice to either party.

For Okanagan College

Charlotte Kushner

For BC Government & Service Employees Union

[Signature]

Date: May 23, 2006

HOUSEKEEPING

NAME CHANGE AMENDMENT

Change name from Okanagan University College to Okanagan College and OUC to OC wherever it occurs in the collective agreement.

Agreed to:


For the Union


For the Employer

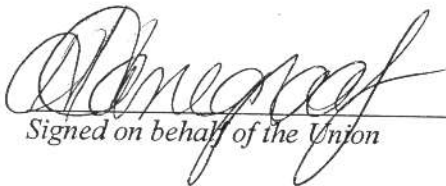
March 13/06

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OC Proposals Feb 24.doc

22.03 Internal Applicants

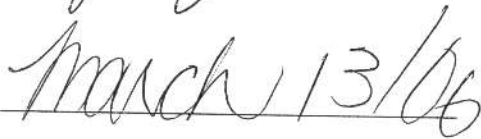
- (1) All applicants who are on the seniority lists and possess the required qualifications or are in the process of acquiring the required qualifications within the provisions set out in clause 22.06 shall be entitled to an interview by the selection committee.
- (2) All applicants who are on the seniority lists and who are called for an interview shall be granted leave of absence with pay and shall have their expenses paid.
- (3) Provided that a request is received in writing from an unsuccessful applicant within seven calendar days following OUC's President's, or designate's, appointment of an applicant to an established position, the applicant shall be notified in writing within seven days of receipt of the employee's request of the reasons why the employee was unsuccessful. H
calendar
ck
- (4) OUC agrees to supply employees at the time of hiring, promotion, or upon request, with a copy of their job descriptions.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated:



52.03 Illness in the Family

- family*
- mch*
ck
- (1) In the case of illness of an immediate ~~member of the family~~ permanently residing in the employee's household or with whom the employee permanently resides ~~where no one at home, other than the employee, can provide for the needs of the ill person~~ or in the case of a non-custodial child, the employee shall be entitled, after notifying their supervisor, to use accumulated sick leave for this purpose, to a maximum of 10 days per year provided a minimum of 12 days is available each year for personal sick leave only (see clause 52.02).
- (2) In the case of serious illness or hospitalization of an employee's spouse, child or parent, the employee shall be entitled after notifying their supervisor, to use accumulated sick leave for the purpose of attending to the spouse, child or parent's needs, to a maximum of 10 days per year, provided a minimum of 12 days is available each year for personal sick leave only (see clause 52.02). *ck*

Agreed to

[Signature]
Signed on behalf of the Union

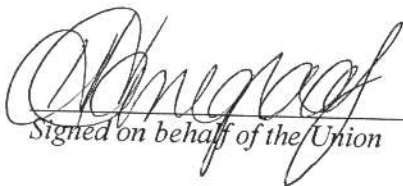
Charlotte Kushner
Signed on behalf of the Employer

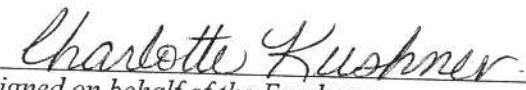
Dated: March 13, 2006

ARTICLE 58 – STAFF DEVELOPMENT

- 58.04 Employees may be granted staff development leave upon approval by OUC to a maximum of 20 ~~140~~ working ~~days~~ hours in each fiscal year. Applications for leave or financial assistance shall be submitted to the designated supervisor for recommendation to the staff development committee normally at least one month in advance of the development activity. All applications will be forwarded to the Staff Development Committee.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: March 13/06

**COMPENSATION TEMPLATE
FOR
SUPPORT STAFF BARGAINING**

TERM OF AGREEMENT

The term of the BCGEU and CUPE Agreements shall be from July 1, 2006 to June 30, 2010.

The continuation language of each Agreement's Term of Agreement provision shall remain as it is in the Agreement currently in force.

BASE WAGE INCREASE

All wage scales in the BCGEU and CUPE Agreements shall be increased by the following percentages effective the dates indicated:

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

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the institution on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 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 twelve (12)-month period ending on the incentive eligibility date. 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 within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LABOUR MARKET ADJUSTMENT

Each Agreement shall include a Letter of Agreement that provides for the employer and union to agree on a Support Staff Labour Market Adjustment Plan subject to the conditions set out in the Letter of Agreement. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

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

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

FISCAL DIVIDEND

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

JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY

Each Agreement shall include a Letter of Agreement for a joint early intervention system for employees on sick leave or disability as set out in Appendix C.

STATUS OF TEMPLATE IN LOCAL BARGAINING

This template records the parties' agreement on all compensation matters in the collective bargaining settlements for each set of local parties except to the extent that local parties have compensation matters outstanding for the period prior to July 1, 2006.

The elements and language of this template will be included in the memorandum of agreement for each set of local parties.

Local parties may agree as part of their settlement that a portion of any one or more of the four annual base wage increases, up to a maximum of 0.25% of the bargaining unit's total base wage compensation in any one year, may be applied to local compensation matters. In that event the percentage base wage increase for the year(s) in question shall be reduced by the percentage of compensation applied to local compensation matters. If by May 31, 2006 the local parties have not reached agreement on the matter of applying a portion of annual wage increase(s) to local compensation matters, then the wage increase provided for under "Base Wage Increase" above shall apply.

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 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 Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
 - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
 - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.

- b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

APPENDIX B

LETTER OF AGREEMENT Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 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:

- maternity or parental
- short-term disability
- 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.

APPENDIX C

LETTER OF AGREEMENT

Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

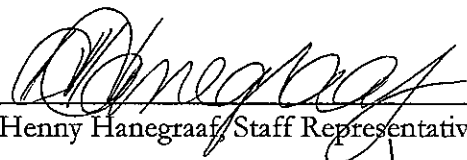
The undersigned parties agree to recommend this support staff template agreement to their respective principals for inclusion in their local bargaining settlements for their 2006-2010 collective agreements.

Signed by the Parties at Burnaby, British Columbia on May 9, 2006

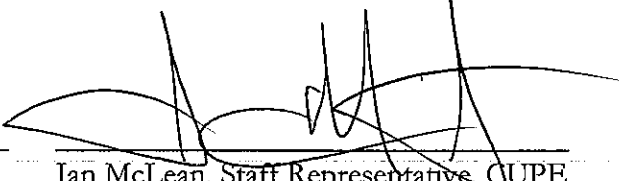
For the Employers:

For the Unions:


John Waters, Chair


Henny Hanegraaf, Staff Representative, BCGEU


David Shepherdson, CEO, PSEA


Ian McLean, Staff Representative, CUPE