

MEMORANDUM OF AGREEMENT

Between

VANCOUVER COMMUNITY COLLEGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4627

The College and the Union agree to recommend these proposed terms of settlement to their respective principals for the renewal of the Collective Agreement to be in effect from October 1, 2004 to September 30, 2010, inclusive. ~~The terms of this Collective Agreement will be as follows:~~

Term of Agreement

The term of the VCC/CUPE Agreement will be from October 1, 2004 to September 30, 2010.

The term of this Agreement will not be impacted or altered by any other term of agreement that may be concluded at the **2006 Support Staff Compensation Table**.

General Wage Increase

From October 1, 2004 to September 30, 2006, all wage rates in effect on September 30, 2004 will not be increased.

Wage rates will be increased by the following percentages effective the dates indicated:

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

Effect of Compensation Template Table on General Wage Increases

The annual base wage increase for any year(s) of the 4 general wage increases above will 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 the "Compensation Template" that is agreed upon at the **2006 Support Staff Compensation Table**.

Incentive Payment

Each member of the bargaining unit employed by the College on March 31, 2006 will receive an incentive one-time payment if the bargaining unit's new Agreement is settled and a tentative agreement has been signed by the parties by March 31, 2006.

The incentive payment will be \$ 4,000 for each full-time equivalent employee and will 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 will be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on paid leaves, listed as follows, shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- Sick leave, including leave for family illness
- Bereavement leave
- Jury duty and court appearance
- Workers' Compensation claim
- vacation
- maternity or parental leave(s)
- short-term disability
- long-term disability that commenced between April 1, 2005 to March 31, 2006.

The incentive payment, once received from the Government, will be paid to employees by as soon after March 31, 2006 as is practicable for the College to determine and pay the payment amounts to employees.

Agreement on this incentive payment will have no "me-too" provision on any higher incentive payment 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 **2006 Support Staff Compensation Table** does not include a settlement incentive payment, the settlement incentive payment received by members of CUPE Local 4627 employed by the College will not be subject to recovery by the College.

NEW Letter of Understanding Labour Market Adjustment

The Agreement will include a Letter of Understanding that provides for the College and CUPE Local 4627 to agree within a specified time frame on a Support Staff Labour Market Adjustment Plan. 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:

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

The Letter of Understanding on Labour Market Adjustment will be as set out in Appendix "A".

NEW Letter of Understanding Fiscal Dividend

The Agreement will include a Letter of Understanding for a Fiscal Dividend Bonus as set out in Appendix "B".

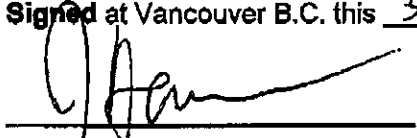
Changes in Collective Agreement Language


1. The current Collective Agreement will be amended by all items previously signed off and attached hereto.
2. The contractual language for the compensation increases shall be as set out above and as per any consequential amendments arising at the conclusion of the **2006 Support Staff Compensation Template Table**.
3. All other provisions of the current Collective Agreement are to be renewed without change except for consequential amendments, including those that arise from the term of the Agreement extending to September 30, 2010.
4. The final numbering sequence and editing of the new Collective Agreement will be confirmed by the parties prior to printing.
5. The effective date for all proposed changes to the Collective Agreement will be the date of ratification unless otherwise specified.
6. All proposals not contained in this settlement are considered withdrawn without prejudice to either party.

Ratification

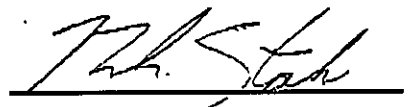
This Memorandum of Agreement is subject to ratification by each of the Parties' principals on or before May 31, 2006 and the undersigned Bargaining Representatives agree to present this Agreement to their respective principals for ratification.

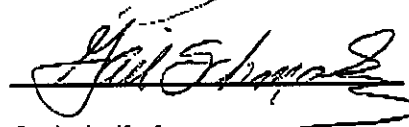
Signed at Vancouver B.C. this 30th day of March, 2006.





On behalf of
**Canadian Union of Public Employees
Local 4627**





On behalf of
Vancouver Community College



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 College will create a Support Staff Labour Market Adjustment Fund ("Fund") in the amount equal to 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 October 1st for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the College and CUPE Local 4627 will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that will 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 Adjustment Plan agreed to by the parties will be subject to the following conditions:
 - The compensation for specific support staff positions will be adjusted by payment of a labour market adjustment stipend 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 Employer's Council.
 - The form, level and duration of compensation adjustment for those job classifications will be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement will expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

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

Having agreed that the term of the Collective Agreement is to be from October 1, 2004 to September 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 reasonably practical.
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.
3. 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.
4. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the College on March 31, 2010.
5. The Fiscal Dividend Bonus will 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 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, 2009 to March 31, 2010. The Fiscal Dividend Bonus payment for an employee who worked less than full-time over this period will be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on paid leaves,



listed as follows, shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- o Sick leave, including leave for family illness
 - o Bereavement leave
 - o Jury duty and court appearance
 - o Workers' Compensation claim
 - o vacation
 - o maternity or parental leave(s)
 - o short-term disability
 - o long-term disability that commenced between April 1, 2009 to March 31, 2010.
6. The Fiscal Dividend Bonus, once received from the Government, will be paid to employees as soon after March 31, 2010 as is practicable for the College to determine and pay the Bonus payment amount to employees.

