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Memorandum of Agreement

Between


Kwantlen University College

-and-

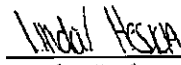
B.C. Government and Service
Employee's Union (BCGEU)

The attached constitutes a full settlement of the collective agreement for the period July 1, 2006 to June 30, 2010. It is recommended by both parties.

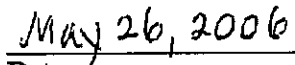
Signed on Behalf
Of the Union:


Henny Hanegraaf
Staff Representative, Negotiations

Signed on Behalf
Of the Employer:


Linda Heska
Manager, Employee Relations


Date


Date

**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	2.0%
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.

STAFF TRAINING AND DEVELOPMENT

On July 1, 2006, the staff training and development fund will be increased by .1% of the total bargaining unit gross salaries.

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

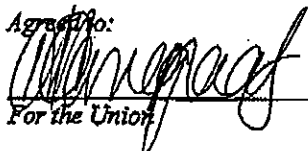
BCGEU and Kwantlen University College (**/****) DRAFT PROPOSAL

ARTICLE 14 – SENIORITY

14.3 Loss of Seniority

Regular employees shall not, except as otherwise provided for in this Agreement, accrue seniority when a leave of absence without pay is for periods over sixty (60) days' duration, or when in receipt of LTD benefits. Regular employees shall continue to accrue seniority if they are absent from work with pay ~~in receipt of LTD benefits~~. Employees shall lose their seniority only in the event that:

- (a) they are discharged for just cause; or
- (b) subject to 14.4, they voluntarily terminate their employment or abandon their position; or
- (c) they are on layoff for more than one (1) year, or as per Article 15.4(b); or
- (d) they are terminated during their initial probationary period; or
- (e) they fail to report for work as specified in Article 15.5.

Agreed to:

For the Union


For the Employer

Date: Feb 21/06

ARTICLE 16 HOURS OF WORK

Article 16.9 Hours of Work – Work Schedules

(a) The Employer's designate and the employee's representatives at the local level will consult regarding work schedules based upon the shift patterns and hours of work clauses.

(b) If the Employer Wishes to Change an Existing Work Schedule:

- (i) The Employer will provide the affected employee(s) and the Union with the earliest possible advance notice in writing.
- (ii) If the change is requested only at the local level one (1) campus, the notice shall be given to the appropriate Union steward; if a change is requested which involves more than one (1) worksite campus, notice shall be given to the President Bargaining Unit Chairperson of the Union.
- (iii) Should the Union object to the proposed change it would have seven (7) calendar days from receipt of letter to inform the Employer in writing of its objection.
- (iv) The Employer and the Union would have thirty (30) calendar days to attempt to resolve the dispute through the Labour/Management Committee, during which time no change may be implemented. Failing resolution at the Labour/Management Committee within the thirty (30) calendar days, the Employer may implement the new schedule.
- (v) Time frames above could be extended by mutual agreement

(c) If an Employee or the Union Wish to Change an Existing Work Schedule:

unchanged

(d) The decision reached by the Parties in (b) (iv) and (c) (iv) shall be final and binding.

(e) The provisions of Article 16.9(b) and (c) shall not apply to temporary changes made to shift starting/finishing times, provided that the shift itself is not changed (e.g., from day shift to night shift), the hours continue to fall within the parameters set out in Article 17.1, and the change is for a period of not more than four months in duration. Where possible, the Employer will provide the affected employee(s) with a minimum of ten (10) days' advance notice in writing of such changes to their starting/finishing times.

Employer Counter Proposal
February 21, 2006
12:36 PM

Agreed to:

[Handwritten Signature]
For the Union

[Handwritten Signature]
For the Employer

Date: *Feb 21/06*

BCGEU and Kwantlen University College (**/****) DRAFT PROPOSAL

ARTICLE 18 - OVERTIME

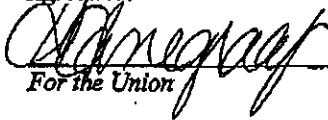
18.5 Overtime Compensation

(a) to (c) Maintain current language.

(d) Employees shall have the option of receiving cash for overtime compensation or equivalent compensating time off in lieu of being paid, to a limit of ~~fifty (50)~~ ~~seventy (70)~~ hours.

(e) to (g) Maintain current language.

Agreed to:


For the Union


For the Employer

Date: Feb 20/06

Union Counter Proposal
February 17, 2006


Article 18 OVERTIME

Article 18.6 Overtime Meal Allowance

Employees who are required to work a minimum of two and one-half (2 ½ hours) overtime before or after their scheduled hours of work shall be provided with either a meal or be reimbursed a meal allowance in the amount of nine dollars (\$9.00). A meal break of one-half (1/2) hour with pay shall be given at the overtime rate. A further meal or meal allowance of nine dollars (\$9.00) and a meal break of one half (1/2) hour with pay shall be provided during each subsequent four (4) hour overtime period.

Where a meal is provided, employees will be advised of the details of the meal in advance. If the employee is unable to eat the meal provided, he or she will advise the employer. The employee is then will be entitled to receive the meal allowance.

Agreed to:



For the Union



For the Employer

Date: February 20, 2006

ARTICLE 19 HOLIDAYS

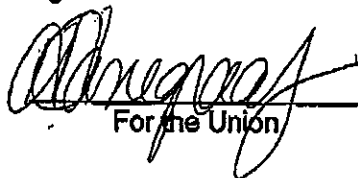
Article 19.1 Paid Holidays

Employees must work the last regularly scheduled day of work prior to the paid holiday and the first scheduled day of work after the paid holiday in order to qualify for the paid holiday. It is agreed that employees who, on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 20, 21.5(a), 21.6, 22, 24.1, 24.5 and 24.7, shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

Employees may request to take up to two (2) days leave of absence without pay between the Christmas and New Years paid holidays. The employee will maintain eligibility for paid holidays provided they work the scheduled work day immediately preceding the paid Christmas holidays and the first scheduled work day following the New Years paid holidays, or unless on an approved leave of absence with pay as above.

Remainder of article unchanged.

Agreed to:


For the Union


For the Employer

Date: February 21, 2006

Employer Counter Proposal
February 21, 2006
2:31 PM

Support staff bargaining – Spring 2006

Article 21 HEALTH AND WELFARE

Article 21.6 Sick Leave Policy

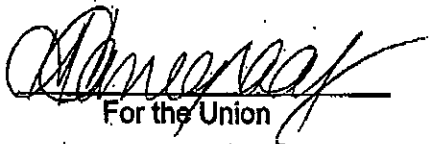
(a) The Employer pays an employee his/her full salary for absence due to illness not exceeding thirty (30) calendar days. The thirty (30) calendar-day period is accumulative to the extent that if an employee is absent, returns before thirty (30) calendar days, and then, within fourteen (14) calendar days is absent again for same or a related illness, this counts as one (1) thirty (30) calendar-day elimination period.

(b) Employee absent more than thirty (30) calendar days due to accident or illness, receive benefits from the STIIP Plan Short Term Indemnity Plan beginning on the 31st day of illness and continuing to a maximum of twenty-six (26) weeks. Thereafter, benefits are paid under the Long Term Disability Plan. This income replaces the employee's regular salary. Premiums are paid by the Employer and benefits are taxable. Participation in the Plan is compulsory.

(c) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the carrier's Plan and are subject to the limitations specified in the Plan including eligibility requirements.

(d) Where an employee is absent from work due to an injury which involves third Party liability (i.e., ICBC), the employee must repay the Employer an amount equivalent to the sick pay received from the Employer and/ or the short term or long term disability benefits received from the insurance carrier upon receipt of the accident settlement provided that the settlement of claim includes wage loss benefits.

Agreed to:


For the Union


For the Employer

Date: February 17, 2006

Article 21 HEALTH AND WELFARE

Article 21.8 Sick Leave Reports Form

(a) An employee absent from work through illness or injury shall, within ~~three (3)~~ two (2) days of returning to work from the initial absence, submit a completed sick leave report form. This form is available at each campus or from Human Resources and is to be completed by the employee on the Human Resources website.

(b) The Employer may also request ~~that~~ a report from a qualified medical practitioner accompany the sick leave report form in one (1) or more of the following circumstances:

(a) Where it appears that a pattern of consistent or frequent absence from work is developing;

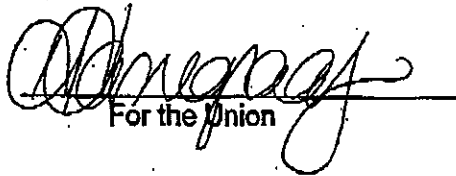
(b) Where the employee has been absent for five (5) consecutive scheduled days of work;

(c) Where at least fifteen (15) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout the period;

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

Where the Employer requests a report from a medical practitioner the Employer will bear the costs of the report.

Agreed to:


For the Union


For the Employer

Date: February 21, 2006

Employer Counter Proposal
February 21, 2006
2:33 PM

Support staff bargaining – Spring 2006

Article 21 HEALTH AND WELFARE

Article 21.13 Contributions in Advance

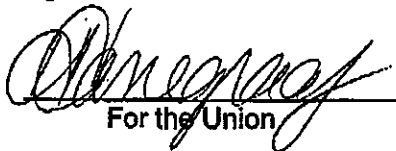
Except in the case of the Municipal Superannuation Pension Plan, where this Agreement requires the Employer to deduct from an employee's pay the employee's contribution towards the premium payments for any insurance or benefit plan, such deductions shall be made one (1) month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverages effective in the following month.

In the case of newly appointment employees or employees newly enrolled, the first deductions will be double deductions in order to pay the premiums for both the current and the following month.

As required by the applicable legislation, the deductions for the Municipal Superannuation Pension Plan are made at the end of each month relative to the month then ending, not in advance.

All contributions made by the Employer on behalf of the employees are similarly made in advance.

Agreed to:


For the Union


For the Employer

Date: February 17, 2006

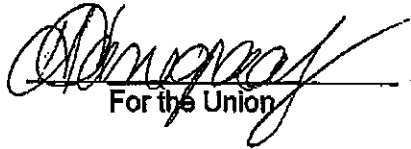
Support staff bargaining – Spring 2006

Article 24 SPECIAL AND OTHER LEAVE

Article 24.5 Family Illness

In the case of unanticipated illness or hospitalization-injury of a spouse, dependent child or dependent parent, when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee may request leave with pay from his/her supervisor. This leave is for up to two (2) days with pay at any one (1) time. In no circumstances, will paid leave under this clause be granted for more than five (5) days or thirty-five (35) hours over a calendar year.

Agreed to:



For the Union



For the Employer

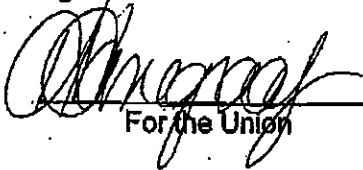
Date: February 17, 2006

Article 34 PAYMENT OF WAGES AND ALLOWANCES

Article 34.6 Substitution Pay

- (a) when employees are designated by the University College to temporarily substitute in or perform the principal duties of a higher-paying position for which a salary range has been established they shall receive the rate in the salary range which is ~~two (2)~~ one (1) ~~steps~~ higher than their current rate or the minimum of the range, whichever is greater.
- (b) regular employees with adequate qualifications shall be given first preference for substitution pay pursuant to Article 30.1.
- (c) An auxiliary employee may be entitled to substitution pay if a regular employee is not available subject to provisions in (b).

Agreed to:



For the Union



For the Employer

Date: February 21, 2006

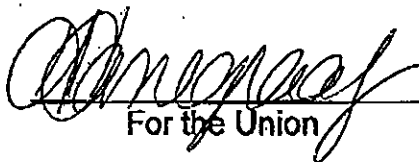
Support staff bargaining – Spring 2006

Article 34 PAYMENT OF WAGES AND ALLOWANCES

Article 34.14 Overpayment of Salary And Allowance

- (a) Where a mathematical error has resulted in an overpayment in an employee's basic salary, premium rates or allowances, it may be rectified in total and retroactively for a period not to exceed one (1) year from the date on which the error was discovered.
- (b) The employee shall be provided with one (1) month's notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for overpayment, and the method of repayment.
- (c) The rate of recovery shall not exceed the rate at which the overpayment was made and shall be discussed between the employee and ~~his supervisor~~ the Employer prior to being repaid. Maximum recovery rate shall not exceed ten percent (10%) of an employee's basic biweekly salary.
- (d) This policy does not apply to claims for damages, etc. arising from alleged violations in the application or interpretation of the Collective Agreement.

Agreed to:


For the Union


For the Employer

Date: February 17, 2006

Article 35 AUXILIARY EMPLOYEES

Article 35.9 Entitlement to Wage Increments

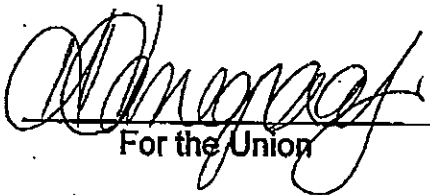
(a) Auxiliary employees shall be entitled to wage increments on the basis of regular hours worked by the employee following July 1, 2006.

(b) Effective July 1, 2006, auxiliaries who have attained 1820 hours or greater shall receive a wage increment to the next higher increment step set out in the applicable salary scale.

(c) Auxillaries with less than 1820 hours of service shall be entitled to their first increment on the first of the month following the attainment of 1820 hours worked after July 1, 2006.

(d) Subsequent increments to which the auxiliary becomes entitled shall be payable on the first of the month concurrent with or next following the attainment of a further 1820 hours.

Agreed to:


For the Union


For the Employer

Date: February 21, 2006