

MEMORANDUM OF AGREEMENT

BETWEEN

DOUGLAS COLLEGE

AND

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(BCGEU)**

The parties agree to recommend to their principals these proposed terms of settlement as a renewal of the Collective Agreement to be in effect from July 1, 2006 to June 30, 2010. The terms of this agreement will be:

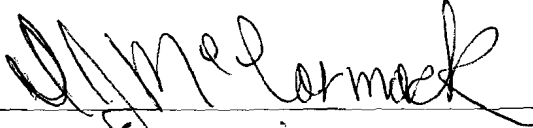


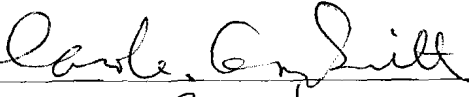
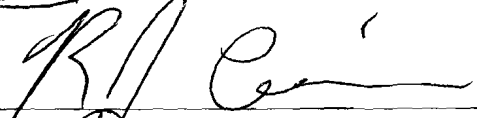

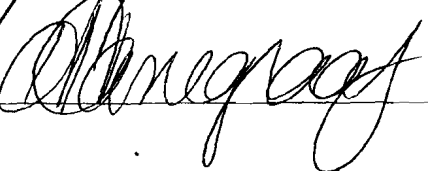
1. The current Collective agreement will be amended by all items listed in this Memorandum and its attachments; and
2. All other provisions of the Collective Agreement are to be renewed without change except where modified by housekeeping changes;
3. The final numbering sequence of the new Collective Agreement will be confirmed by the parties before printing;
4. The effective date for all changes to the Collective Agreement will be the date of ratification of this Memorandum, unless specified otherwise;
5. Requested three exclusions—Associate Dean Business, Associate Director, The Training Group, Manager New Student Development— will be added to LOU #1.
6. The following language, agreed to but inadvertently not printed in the 2002 - 2006 CA will be appropriately inserted in LOU #2: All Student Assistant employees are exempt from the Articles set out in Clause 33.5. In addition, Student Assistant II employees are exempt from Article 16 - Shift Work.

All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party.

TERMS OF SETTLEMENT

Term:	July 1, 2006 – June 30, 2010
Compensation:	In accordance with the Compensation Template for Support Staff Bargaining signed May 9, 2006 (attached)
Non monetary issues:	As agreed on February 28, 2006 in accordance with the attached package of agreed, non-monetary issues.

DATED: MAY 18, 2006

FOR BCGEU	FOR DOUGLAS COLLEGE
	
	
	
	

**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.

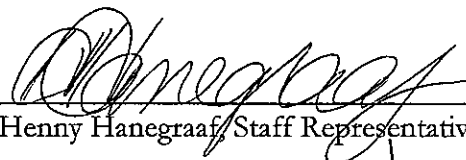
Signed by the Parties at Burnaby, British Columbia on May 9, 2006

For the Employers:

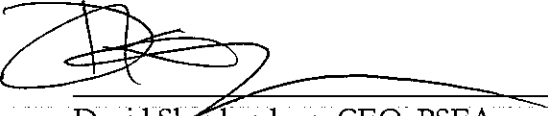
For the Unions:



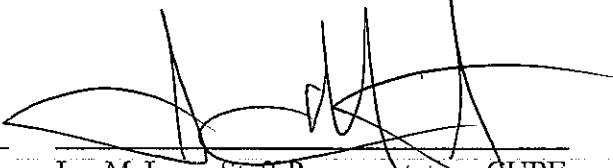
John Waters, Chair



Henry Hanegraaf, Staff Representative, BCGEU



David Shepherdson, CEO, PSEA



Ian McLean, Staff Representative, CUPE

**Letter of Agreement
Interview Participants for BCGEU Job Postings**

Between:

Douglas College

The Employer

And:

British Columbia Government and Service Employees' Union

The Union

The Parties agree that this Letter of Understanding does not form part of the Collective Agreement. However, any dispute related to the application or operation of these principles will be resolved by the Parties at the Labour Management Relations Committee.

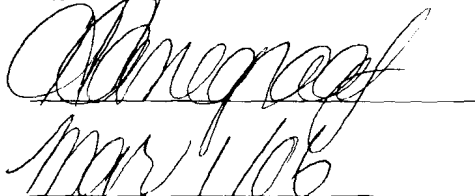
Wherever practicable, BCGEU job postings which necessitate the interview of an active BCGEU bargaining unit member employed by the College will be conducted by excluded personnel and/or in-unit supervisors. This shall not apply to interviews of external candidates who are not active BCGEU bargaining unit members employed by the College.

In cases where it is absolutely necessary to have the assistance of a faculty member at an interview, then prior to such interview, the BCGEU Chair or her/his designate will be advised of the reasons why the interview cannot be conducted without the participation of a faculty member.

The BCGEU Chair or her/his designate will then be given the opportunity to expeditiously investigate alternatives to having a faculty member participate and to present alternatives, if any, to the administrator in charge of the selection. If alternatives are presented by the Union, but the administrator still insists on having a faculty member participate, then the Union will be entitled to grieve the selection under the language of the Collective Agreement.

Where faculty participates in an interview for a BCGEU bargaining unit position, the persons interviewed will be advised of the roles of management, in-unit supervisors and faculty as they apply to the posted position. As well, the Bargaining Unit Chair will be notified of successful external candidates who's interviews have included faculty participation, so she/he may meet with them in accordance with Article 6.

SIGNED ON BEHALF OF
THE UNION


Date

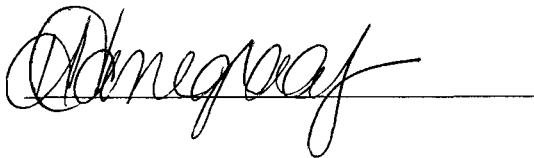
SIGNED ON BEHALF OF
THE EMPLOYER



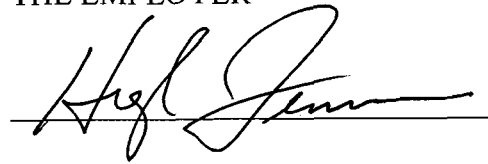
13.4 Re-employment

(b) If the period between resignation and re-employment exceeds sixty (60) days, but does not exceed six (6) years, the employee shall, upon completion of three years of continuous service from the date of re-employment, have their previous length of service credited for purposes of seniority and vacation entitlement.

SIGNED ON BEHALF OF
THE UNION

A handwritten signature in cursive script, appearing to read "D. Megraff", is written over a horizontal line.

SIGNED ON BEHALF OF
THE EMPLOYER

A handwritten signature in cursive script, appearing to read "Hugh Jensen", is written over a horizontal line.

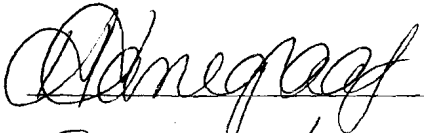
Date: February 28, 2006

19.09 Vacation Pay

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than employee's regular position for a majority of the scheduled work hours in the sixty (60) working days preceding employee's vacation in which case employee shall receive the higher rate.

Employees employed prior to February 28, 2006 who are not regularly paid by direct deposit shall receive any manual cheques which would normally fall due during the period of their vacation two (2) full banking days prior to the commencement of their vacation, provided that the College has been given at least two (2) calendar weeks' notice of the date on which the employees will commence their vacation.

SIGNED ON BEHALF OF
THE UNION



Feb 28/06

Date

SIGNED ON BEHALF OF
THE EMPLOYER

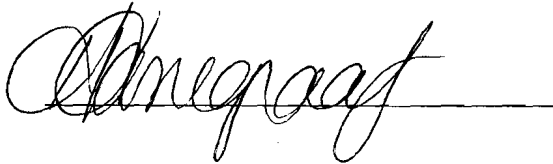


22.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, up to five (5) working days upon a death in the immediate family of the employee. Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, foster parent, step-child, foster child, grandchild, spouse equivalent.

(b) In the event of the death of the employee's grandparent, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one (1) day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits if the employee attends the funeral of a family member as defined.

SIGNED ON BEHALF OF
THE UNION

A handwritten signature in cursive script, appearing to read "D. Meeraas", written over a horizontal line.

SIGNED ON BEHALF OF
THE EMPLOYER

A handwritten signature in cursive script, appearing to read "H. J. J.", written over a horizontal line.

Date: March 1, 2006

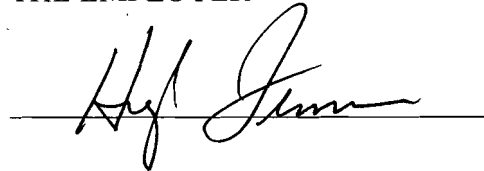
22.5 Family Illness

In the case of unanticipated illness or hospitalization of a spouse, dependent child or 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. Such requests shall be made in writing to his/her administrator. 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.

SIGNED ON BEHALF OF
THE UNION

A handwritten signature in cursive script, appearing to read "D. Megraff", is written over a horizontal line.

SIGNED ON BEHALF OF
THE EMPLOYER

A handwritten signature in cursive script, appearing to read "H. J. ...", is written over a horizontal line.

Date: March 1, 2006

22.6 Medical and Dental Appointments

(b) Requests to accompany a spouse, dependent child or dependent parent to a medical or dental appointment will be granted by the Employer. The employee may use banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention.

SIGNED ON BEHALF OF
THE UNION

A handwritten signature in cursive script, appearing to read "D. Megraff", written over a horizontal line.

SIGNED ON BEHALF OF
THE EMPLOYER

A handwritten signature in cursive script, appearing to read "Hef J...", written over a horizontal line.

Date: March 1, 2006

22.7 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at his regular rate of pay for the following should they occur on a scheduled workday:

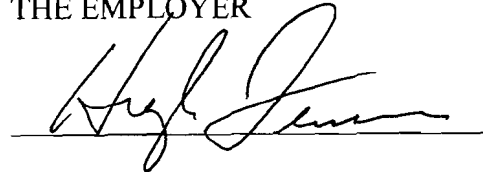
- (a) Birth or adoption of the employee's child..... 1 day
- (b) Serious household or domestic emergency..... 1 day
- (c) Attend funeral as pall-bearer or mourner..... ½ day
- (d) Attend his/her formal hearing to become a Canadian Citizen 1 day*
- (e) Moving of household effects - once per year..... 1 day*

** When possible, employees shall provide prior notice for leave under (d) and (e) above.*

SIGNED ON BEHALF OF
THE UNION



SIGNED ON BEHALF OF
THE EMPLOYER



Date: February 28, 2006

33.1 College Study Benefits

A current Auxiliary employee with one (1) or more years of full-time equivalent service seniority [two hundred and sixty-one (261) days] shall be entitled to take one (1) College credit course per semester, without payment of the tuition fee, outside the employee's normal working hours.



SIGNED ON BEHALF OF
THE UNION

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "D. McGray".

SIGNED ON BEHALF OF
THE EMPLOYER

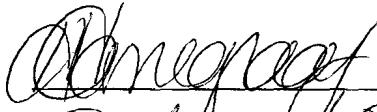
A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Hyl Jensen".

Date: March 1, 2006

32.2 Paydays

Employees shall be paid bi-weekly on alternate Fridays. Pay shall be issued by direct deposit to the credit of an employee's account in a savings institution. Regular employees who receive manual pay cheques prior to February 28, 2006 shall be entitled to be paid manually until such time as they choose to be paid by direct deposit.

SIGNED ON BEHALF OF
THE UNION



Date

SIGNED ON BEHALF OF
THE EMPLOYER