

MEMORANDUM OF AGREEMENT

BETWEEN:

KWANTLEN UNIVERSITY COLLEGE

(The "Employer")

AND:

KWANTLEN FACULTY ASSOCIATION

(The "Union")

SUBJECT TO PSEC APPROVAL

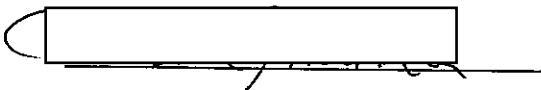
The Employer and the Union bargaining committees agree to recommend the terms set out in this Memorandum of Agreement for ratification by their respective principals.

Subject to such ratification, the new collective agreement between the Employer and the Union shall contain all provisions in the collective agreement that expires on March 31, 2007, subject to the following amendments:


1. All items tentatively agreed to date, as attached.
2. All attached items.
3. Except as identified above, all other proposals tabled by the parties shall be withdrawn upon acceptance and ratification of this package.

DATED at Surrey, British Columbia, this 8th day of March, 2007.

For the Employer



For the Union



1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from April 1, 2007 to March 31, 2010 ~~April 1, 2004 to March 31, 2007~~. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

1.05 DEFINITIONS (m)

(m) Union

Union means Kwantlen Faculty Association which is a certified bargaining agent.

Consistent with article 1.05 (m) change *Association* and *KFA* to *Union* throughout the Agreement.

3.08 COPIES OF AGREEMENT

The Association and the Employer agree that all faculty members shall be familiar with this Agreement, and their rights and obligations under it. For this reason the Employer shall post this agreement on its website, provide a paper copy to any faculty member who requests one, and provide 100 paper copies to the Union, ~~at its cost, sufficient copies of the Agreement so that every faculty member has a copy.~~

Newly appointed faculty members shall be informed how they may access this ~~receive a copy of the current~~ Agreement when they are sent their initial contract or letter of appointment.

Article 4

4.02(a)

The Search Committee shall consist of ~~three (3) members: two elected annually by the discipline/program and one designated by the University College President or his/her designate.~~ up to 4 members: one designated by the University College President or his/her designate and 2 or 3 elected annually by the discipline/program. The parties will consider variations to the standard committee format when unusual situations arise, there is a need for specific expertise, or there is a request by the discipline/program. ~~positions for service courses are involved or in unusual situations that may arise.~~ In the event faculty members have not been elected or the faculty member(s) elected declines to participate in the search process for any reason, the Faculty Association shall appoint a replacement to the Search Committee. Where possible, the replacement shall be appointed from the affected discipline/program.

The administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

4.02(f)

The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the University College President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other members of the Committee, that member may submit a separate short list of qualified candidates with rationale and specific recommendation for the University College President or his/her designate.

Article 4.03

Replace preamble with the following:

When the Employer does not have the capacity to offer a course section by assigning a regular or non-regular type 2 faculty member that section as part of his/her workload, a qualified non-regular type 1 instructor may be hired.

No earlier than one month prior to the commencement of each semester, the Employer may, with the faculty member's agreement, engage a full-time regular or non-regular type 2 faculty member to take the course on an overload basis (e.g. reduced workload in the subsequent semester, or if not possible, paid for the extra course on an equivalent contract basis). However, a full-time regular or non-regular type 2 faculty member may not be engaged to work more than 125% of a full-time workload in an academic year, unless a qualified non-regular type 1 faculty member cannot be found to teach the additional course(s).

(Remainder of Article 4.03 - as per current language)

Article 4.11

4.11 ADMINISTRATORS MOVING INTO FACULTY POSITIONS

- (a) Administrators shall have the right to teach at any time if needs exist and the University College President agrees. The Employer agrees to refer the matter to the appropriate Search Committee, which will review the qualifications, abilities, and experience of the administrator and make a recommendation to the University College President. This review would not apply to administrators who have previously been qualified by a search committee . The KFA shall receive a report on an annual basis identifying work that has been done under this article.

(remainder of article as per current language)

ARTICLE 9 - FULL-TIME REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

9.01 SALARY SCALE

Step	April 1, 2007 to March 31, 2008	April 1, 2008 to March 31, 2009	April 1, 2009 to March 31, 2010
11	78,729	80,972	83,231
stipend	<u>1,575</u>	<u>1,619</u>	<u>1,665</u>
	80,304	82,591	84,896
10	74,795	76,366	77,970
stipend	<u>1,496</u>	<u>1,527</u>	<u>1,559</u>
	76,291	77,893	79,529
9	69,671	71,134	72,628
stipend	<u>1,393</u>	<u>1,423</u>	<u>1,453</u>
	71,064	72,557	74,081
8	66,819	68,223	69,655
stipend	<u>1,336</u>	<u>1,364</u>	<u>1,393</u>
	68,155	69,587	71,048
7	64,372	65,724	67,104
stipend	<u>1,287</u>	<u>1,314</u>	<u>1,342</u>
	65,659	67,038	68,446
6	61,925	63,225	64,553
stipend	<u>1,239</u>	<u>1,265</u>	<u>1,291</u>
	63,164	64,490	65,844
5	59,477	60,726	62,002
stipend	<u>1,190</u>	<u>1,215</u>	<u>1,240</u>
	60,667	61,941	63,242
4	57,030	58,228	59,450
stipend	<u>1,141</u>	<u>1,165</u>	<u>1,189</u>
	58,171	59,393	60,639
3	54,583	55,729	56,899
stipend	<u>1,092</u>	<u>1,115</u>	<u>1,138</u>
	55,675	56,844	58,037
2	52,135	53,230	54,348
stipend	<u>1,043</u>	<u>1,065</u>	<u>1,087</u>
	53,178	54,295	55,435
1	49,688	50,731	51,797
stipend	<u>994</u>	<u>1,015</u>	<u>1,036</u>
	50,682	51,746	52,833

ARTICLE 10 - NON-REGULAR TYPE 1 FACULTY MEMBERS

10.01 SALARY SCALE

Effective April 1, 2007	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,807.09	5,421.25	1,251.06	78.19
Realiy Environment	20	1,807.09	5,421.25	1,251.06	62.55
Simulation Environment	24	1,807.09	5,421.25	1,251.06	52.13
Individual Learning	24	1,807.09	5,421.25	1,251.06	52.13
Practicum Supervision	32	1,807.09	5,421.25	1,251.06	39.10

Effective April 1, 2008	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,845.04	5,535.10	1,277.33	79.83
Realiy Environment	20	1,845.04	5,535.10	1,277.33	63.87
Simulation Environment	24	1,845.04	5,535.10	1,277.33	53.22
Individual Learning	24	1,845.04	5,535.10	1,277.33	53.22
Practicum Supervision	32	1,845.04	5,535.10	1,277.33	39.92

Effective April 1, 2009	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,883.79	5,651.34	1,304.15	81.51
Realiy Environment	20	1,883.79	5,651.34	1,304.15	65.21
Simulation Environment	24	1,883.79	5,651.34	1,304.15	54.34
Individual Learning	24	1,883.79	5,651.34	1,304.15	54.34
Practicum Supervision	32	1,883.79	5,651.34	1,304.15	40.75

Article 12

Add the following new article:

12.17 SCHOLARLY ACTIVITY

The parties recognize that research and scholarly activity have always been an integral component of faculty work at Kwantlen University College. Research and scholarship inform teaching, curriculum and teaching practices, enhance the knowledge of faculty and students, and enable faculty members to remain intellectually stimulated and current in their fields. Scholarly activity is a dynamic process consisting of the following interrelated components: discovery, application, integration, teaching and learning, and creative artistry.

Nothing in this provision shall be construed as increasing a faculty member's assigned workload.

13.05 LEAVE OF ABSENCE WITHOUT PAY

- (e) For leaves of longer than four (4) ~~two~~ months, the faculty member, no later than four (4) ~~two~~-months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.

13.07 PARENTAL LEAVE (d) (i) & (ii)

(d) Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under this Article. For the period of the leave, premium and pension contribution payment will be as follows:

- (i) Premium payment for benefit coverage shall be on the same basis as if the faculty member employee were not on leave.**
- (ii) Contributions for pensionable service shall be on the same basis as if the faculty member employee were not on leave. Where a faculty member employee elects to buy back pensionable service for part or all of the parental leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.**

13.07(e) (New)

Return to Work

- i. A faculty member who returns to work following a parental leave shall retain the FTE service the faculty member had attained prior to the leave and shall accrue FTE service for the period of leave.
- ii. A faculty member who returns to work following a parental leave, shall be placed in the position the faculty member held prior to the leave or in a comparable position.
- iii. A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.
- iv. Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar, the parties will negotiate mutually acceptable dates.
- v. A faculty member on leave under Article 13.07 may apply in writing to return to work on a graduated basis prior to the expiry of the leave. Where such an application is made, the parties shall meet and endeavour to develop a mutually acceptable graduated return to work plan.

13.07(e)

Renumber as 13.07(f).

13.09 COMPASSIONATE CARE LEAVE

(a) Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

For the purpose of this Article 13.09, "Family Member" is defined as one of the persons listed in Appendix ##, Family Members for the Purpose of Article 13.09 Compassionate Care Leave.

~~Family includes: spouse, children, children's spouses, stepchild, stepchild-in-law, siblings, in-law siblings, parents, stepparents, parents-in-law, grandparents, grandchildren, nieces and nephews and any other person living in the same household who is dependent on the employee.~~

15.01 MEDICAL COVERAGE

- (b) (v) Vision Care benefit claims shall be reimbursed to a maximum of \$500.00 ~~\$300.00~~ during any twenty-four (24) consecutive month period for lenses and frames or contact lenses or laser eye surgery.**

15.07 SICK LEAVE - NON-REGULAR TYPE 1 FACULTY MEMBERS

Article 15.06 (a) through (e) do not apply to non-regular type 1 faculty members. The Employer shall establish a fund of \$10,000 per fiscal year, from which non-regular faculty members may draw sick leave benefits as specified in Article 15.06(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to non-regular type 1 faculty members during the fiscal year. Any monies in the fund not spent at the end of one fiscal year shall be carried forward to the following year.

16.04 PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

(a) (No change)

(b) Budget

The budget will be established based upon the number of regular and non-regular type 2 faculty members provided in the enrolment and staffing report of October 31st of the previous year. Funds not expended in the fiscal year will be carried forward and added to the funds available for sick leave for non-regular type 1 faculty members under Article 15.07 in the following fiscal year.

(c) (No change)

Article 17.02 – Grievance Procedure

(e) Step 1

All formal grievances shall be initiated by the Association in writing within twenty (20) weekdays of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) weekdays of the completion of any attempt at informal resolution under Article 17.02(d), whichever date is later. The grievance shall be directed to the administrator responsible. The written grievance shall cite the articles in question, the alleged violation(s), and the remedy sought. ~~The Association will make every effort to state all articles allegedly violated by the Employer in all formal grievances.~~

Within five (5) weekdays of receipt of a written grievance, the administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) weekdays of the Step 1 meeting, the administrator responsible shall provide the Association with a written reply.

(f) Step 2

If the grievance is not satisfactorily resolved at Step 1, the matter shall be referred to ~~the appropriate~~ a more senior administrator who shall meet with a representative of the Association within seven (7) weekdays of the referral to Step 2, and shall reply in writing within ten (10) weekdays of the Step 2 meeting.

(i) A policy grievance may be advanced immediately to Step 2 ~~Step 3~~ at the request of either party, unless the parties agree that the grievance may be advanced to Step 3.

Letter of Understanding # 14: Miscellaneous Provisions

Delete, and replace with the following:

Letter of Understanding #◆: Human Resources Database

(As per agreed language.)

Letter of Understanding #◆: Registry Of Laid Off Employees

(Insert Section 5:00 from current LOU 14)

Letter of Understanding #◆: Joint Committee On Benefits Administration

7.01 COMMITTEE ESTABLISHED

The parties agree to continue to participate in the Joint Committee on Benefits Administration (the "JCBA").

7.02 COMMITTEE MANDATE

The JCBA has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

7.03 SAVINGS

All savings realized through the process of the JCBA will be used to improve benefits, including disability benefits, either through actions taken by the JCBA or the formal bargaining process between the Parties.

7.04 CONSTRAINTS

The JCBA will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The JCBA shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

7.05 COSTS OF THE JCBA

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

Letter of Understanding #◆: Joint Review Process Of Health And Welfare Benefits (New)

The parties agree to participate in the process pursuant to which, for the term of this Agreement, the mandate of the Joint Committee on Benefits Administration (JCBA) has been expanded to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability.

Receipt of Reports and Recommendations

The recommendations of the JCBA will be presented according to the following schedule:

- A preliminary report will be issued not later than twelve (12) months after the ratification of this Agreement;
- A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

The JCBA's final report and recommendations will be referred to the Joint Administration and Dispute Resolution Committee ("JADRC") for negotiation of a Letter of Understanding for the parties' ratification.

The parties agree that in the event that cost containment results in cost savings then a compensation tradeoff among benefits may be negotiated.

Funding

Subject to the agreement of the Parties at JADRC, and upon the recommendation of the JCBA, the Employer will, if and when required, pay its share of such reasonable costs of the Committee's work on this project as may exceed the amount specified in Letter of Understanding #◆.

New LOU

NEW LETTER OF UNDERSTANDING

BENEFITS ISSUES FOR DISCUSSION BY JOINT COMMITTEE ON BENEFITS ADMINISTRATION

The Parties agree that the Joint Committee on Benefits Administration (JCBA) pursuant to its mandate under ____ of this Agreement shall review the following benefits with respect to whether any net zero improvements involving the benefits are possible:

- a) hearing aid benefit
- b) medical travel referral benefit
- c) laser eye surgery and contacts lenses
- d) professional services
- e) charge card for pharmaceuticals
- f) dental plan
- g) processing of short-term disability benefit claims

Letter of Understanding #◆: Workload (New)

The parties agree to establish a joint committee of five (5) KFA representatives and five (5) Employer representatives. The mandate of the committee will be to explore faculty workload models and make recommendations by December 31, 2007.

This Letter of Understanding shall expire effective January 1, 2008.

Letter of Understanding #◆: Financial Incentive (New)

Each faculty member employed by the Employer on the eligibility date as specified below shall receive an incentive one-time payment if the bargaining unit's Memorandum of Agreement for its 2007-10 Collective Agreement with the Employer is signed by the Association and the Employer by March 31, 2007.

The eligibility date for the incentive payment is either of the following dates as applicable:

- a. February 28, 2007 if the local parties by that date have settled their 2007-2010 Collective Agreement pending the parties' ratification.

or

- b. March 31, 2007 if the local parties have settled their 2007-10 Collective Agreement after February 28, 2007 and no later than March 31, 2007.

The incentive payment shall be four thousand dollars (\$4,000.00) for each full-time equivalent faculty member and shall be pro-rated for part-time faculty members. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent faculty member is a regular or non-regular faculty member who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for a faculty member who worked less than full-time over this period shall be pro-rated for the fraction of a full-time workload, as defined in the collective agreement, that the faculty member worked over this period. For the purpose of calculating the amount of a faculty member's incentive payment, time spent by faculty members on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to faculty members as soon after the date of ratification as is practicable for the Employer to determine and pay the payment amounts to faculty. The Employer shall make every reasonable effort to make the incentive payment no later than two months following the applicable eligibility date specified in (a) or (b) above.

Letter of Understanding #◆: Fiscal Dividend (New)

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 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.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the Employer on March 31, 2010.
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 a full-

time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010

5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the Employer to determine and pay the Bonus amount to employees.

Appendix ♦ (New)

Family Members for Purpose of Article 13.09 Compassionate Care Leave

1. The following “family members” are persons identified through their relationship to the employee:

- Spouse (includes heterosexual, common-law, and same-sex relationships)
- Children
- Children’s spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-sibling
- Spouse of child or step-child
- Spouse of a grandparent
- Spouse of a grandchild
- Spouse of an aunt or uncle
- Spouse of a niece or nephew
- Spouse of a current or former foster child
- Spouse of a current or former guardian
- Spouse of an employee’s current or former foster parent
- Spouse of an employee’s current or former ward
- Spouse of a person who is living with the employee as a member of the employee’s family

2. The following “family members” are persons identified through their relationship to the employee’s spouse:

- Spouse’s parents or step-parents
- Spouse’s siblings or step-siblings
- Spouse’s children
- Spouse’s grandparents
- Spouse’s grandchildren
- Spouse’s aunts or uncles
- Spouse’s nieces or nephews
- Spouse’s current or former foster parents
- Spouse’s current or former wards

3. The following “family members” are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee’s family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative.