

Memorandum of Agreement

Between:

Kwantlen University College (“Employer”)

And:

Kwantlen Faculty Association (“KFA”)

IT IS AGREED AS FOLLOWS:

1. The Collective Agreement that expired on March 31st, 2004 shall be revised, and the revised agreement shall include all items in the previous Collective Agreement (i.e. common provisions and local provisions), except as modified by this Memorandum of Agreement.
2. In addition to matters specifically referenced in this Memorandum of Agreement, the revised agreement shall also incorporate all items upon which agreement was reached in the course of negotiations.
3. The parties agree to harmonize the common provisions and the local provisions into an integrated document.
4. The term of the Collective Agreement shall be April 1st, 2004 to March 31st, 2007.
5. The Collective Agreement shall include:
 - a. The salary scale contained in Appendix A of the Memorandum of Agreement dated March 18th, 2005 between the Federation of Post-Secondary Educators and the Post-Secondary Employers Association on behalf of participating institutions (“the MID Memorandum”); and
 - b. The 2% “net zero” stipend / cost recovery option set out in the MID Memorandum.
6. The Collective Agreement shall also include:
 - a. The following changes as contained in the MID memorandum:
 - i. Revisions to the harassment procedure;
 - ii. Changes to Extended Health Benefits (eye vision exams) and the amended language on retiree bridging as described in 9.2.1;
 - iii. The Letter of Understanding on “partial sick leave and partial disability benefits”;

- iv. The adjustment to secondary scales set out in 12.2;
 - v. The new provision on health and safety equipment; and
 - vi. The Letter of Understanding on Professional Development.
- b. Letter of Understanding #10 – International Work shall be amended by adding the following paragraph:
- “No member of the bargaining unit shall be required or involuntarily scheduled to perform international work.”
7. The parties agree that the following issues will be addressed and resolved in accordance with the process identified in paragraph 8 of this Memorandum of Agreement:
- a. All issues related to regularization;
 - b. Parental and compassionate leave;
 - c. Targeted labour adjustment;
 - d. Distributed learning; and
 - e. Language related to Article 1.2 of the previous Collective Agreement (Common).

8. Resolution Process:

The following process shall apply to achieve a final and binding resolution on the issues identified in paragraph 7 above.

- a. Peter Cameron and Vince Ready will act as mediators to assist the parties to reach agreement on the issues identified in paragraph 7.
- b. Any issue(s) not resolved in accordance with paragraph 8 (a) above shall be submitted to Vince Ready, who will act as a sole arbitrator with the authority to render a final and binding decision on all issues remaining in dispute.
- c. Mr. Ready may establish his own practice and procedure and shall give the opportunity to the parties to make presentations and/or submissions to him.
- d. In reaching his decisions on the outstanding issues in dispute, Mr. Ready shall be guided by the following: provisions negotiated in the post-secondary sector, except where differences at Kwantlen University College would make such provisions inappropriate to the Collective Agreement between the parties, or where amendments to those provisions would better address specific circumstances at Kwantlen.

- e. The process outlined in paragraphs 8 (a) to 8 (d) shall be completed by April 30th, 2005.
- 9. All items agreed to or arbitrated in accordance with paragraphs 8(a) to 8(e) above shall be incorporated into the revised Collective Agreement.
- 10. The parties agree that there are issues in the application of the collective agreement that could benefit from the involvement of a facilitator. Accordingly, they will identify their specific concerns to each other, seek to clarify the difference, and invite a facilitator, either Vince Ready and/or Peter Cameron, to two labour management meetings in the 12 month period following ratification. It is agreed that a priority issue for this process will be the Performance Review/Evaluation procedure and practice.
- 11. This Memorandum of Agreement shall be subject to ratification by both parties' principals by April 1st, 2005.
- 12. Nothing in the revised Collective Agreement shall be retroactive unless so specifically provided.
- 13. In the event that there is any dispute about the interpretation, application, or implementation of this Memorandum of Agreement, the parties agree that Mr. Vince Ready shall have jurisdiction to make a binding decision on any such issue and, without limiting the generality of the foregoing, any outstanding issues relating to paragraph 3.

Date: March 23, 2005

For the Employer:

For the KFA:
