

DRAFT
Memorandum of Agreement

between

CUPE Local 1858
and

Malaspina University-College

For the term of
July 1, 2005 to June 30, 2006

I. Vision Exam Benefit

Effective ~~July 1, 2005~~, employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

II. Supplemental Employment Benefit for Maternity and Parental Leave

1. Effective December 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
 - a) For up to fifty-two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.
 - b) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on his/her average base salary.
 - c) The average base salary for the purpose of Clauses ~~1 (a) and 1 (b)~~ is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
2. An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
3. If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the

appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

4. (a) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis.

III. Wages

Effective July 4, 2005, employees shall receive a wage increase of one point five percent (1.5%) or an increase equal to the increase in the total compensation negotiated in any support staff collective agreement in the college-institute sector for the period July 1, 2005 to June 30, 2006, whichever is greater.

IV. Signing Bonus

Employees employed as of the date of ratification and who would normally have access to the 2000 Support Staff Accord Professional Development Fund, shall receive a signing bonus of 2% (percent) of gross 2004 earnings. The signing bonus shall be paid from funds accrued through 2005/2006/2007 in accordance with the 2000 Support Staff Accord's Professional Development Fund (pages 10-11). To receive the bonus the member must be on the November 4, 2005 payroll or a regular employee in 2005 or have retired in 2005. If the cost is more than 10% of the \$128,000 then the 2% will be reduced to bring the total value to under \$140,000.

Malaspina University-College will contribute \$16,000 to the training fund for the 2006/07 budget year and will contribute 1% of payroll gross earnings to the fund for the 2007/08 budget year.

V. Continuation of All Other Provisions

All other provisions of the parties' Collective Agreement for July 1, 2002 to June 30, 2005 are continued without change.

VI. Term of Agreement

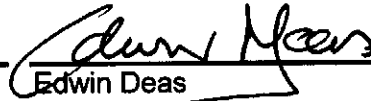
This Agreement shall be binding and remain in effect from July 1, 2005 to June 30, 2006.

SIGNED ON BEHALF OF THE UNION:

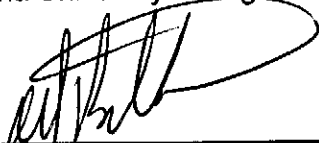
SIGNED ON BEHALF OF THE EMPLOYER:



Mary McLane
President, CUPE Local 1858
Malaspina University-College



Edwin Deas
Vice-President Administration
Malaspina University-College



Mick Baldwin
First Vice-President, CUPE Local 1858
Malaspina University-College



Heather Stadel
Director, Human Resources
Malaspina University-College

Signed this 1st day of DECEMBER, 20 08