

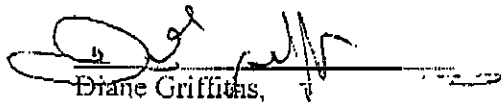
MEMORANDUM OF AGREEMENT

BETWEEN: The University College of the Fraser Valley Board

AND: The University College of the Fraser Valley Faculty and Staff Association

Both parties hereto have agreed to the terms and conditions laid out in the documentation submitted to the Post Secondary Employers' Association on March 27, 2006, as listed below.

1. Term of Agreement
2. Clarification of Temporary Staff Contract Types
3. Letters of Agreement on:
 - Faculty & Staff Wage Scales
 - Fiscal Dividend
 - Incentive Payment
 - Department Head and Summer Semester Issues
 - Evaluation of Senior Managers
 - Exclusions
 - English as a Second Language Workload
 - Faculty Research and Recruiting
 - Markers/Graders
 - On-line Learning and Intellectual Property
 - Labour Market Adjustment


Diane Griffiths,
Negotiations Chairperson,
UCFV Board


Shelley Drysdale,
Contract Chair, FSA

TERM OF AGREEMENT

This Agreement shall come into effect as of April 1, 2006 and shall expire as of March 31, 2010.




Shelley Drysdale, FSA



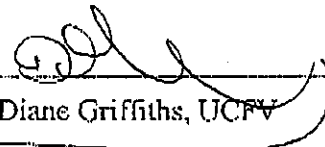
Diane Griffiths, UCEV

TEMPORARY STAFF CONTRACT TYPES

AUXILIARY I	AUXILIARY II	TYPE D	TYPE C
<ul style="list-style-type: none"> • Less than 140 hours • Paid at Aux 5 rate of \$14.18/hour for first 140 hours (max) • Receive 4% stat • Receive 6% vacation <p>Hired for emergency, illness or PD replacement</p>	<ul style="list-style-type: none"> • on-call less than 50% f/t annual duty load • contract must be for four months or less • pay FSA dues • Paid at Group 1, Step 1 • have access to PD funds • receive 4% stat • receive 6% vacation • receive 4% in lieu of benefits 	<ul style="list-style-type: none"> • hired on SAC • less than 50% of annual duty load • maximum one-year contract • applicable placement on staff salary scale (minimum Pay Group 3) • set hours • set location • set position • salaried, with timesheeting for extra hours • internal status 	<ul style="list-style-type: none"> • hired on SAC • greater than 50% of annual duty load • maximum one-year contract • applicable placement on staff salary scale (minimum Pay Group 3) • set hours • set location • set position • salaried, with timesheeting for extra hours • internal status



Shelley Drysdale, FSA



Diane Griffiths, UCFW

LETTER OF AGREEMENT
UCFV Faculty and Staff Wage Scales
April 1, 2007 – March 31, 2010

Effective April 1, 2007

The payment of any general increase to base wages, lump sum fiscal dividend, or special labour market adjustments for specified groups of faculty members during the term of the agreements commencing April 1, 2007 and ending March 31, 2010 shall be made in the form and substance of such payments as may be negotiated by those employers for which the Post-Secondary Employers' Association is the bargaining agent and by their respective faculty unions whose collective agreements expire March 31, 2007.

Notwithstanding the outcome of the above mentioned negotiations, the average general increase(s) to base wages (in a form to be determined) shall be an amount equivalent to but not less than 2.0% of total faculty salary as follows:

April 1, 2007	2.0%
April 1, 2008	2.0%
April 1, 2009	2.0%

LETTER OF UNDERSTANDING – UCFV Support Staff

Effective April 1, 2007

All wage scales shall be increased by the following percentages effective the dates indicated:

April 1, 2007	2.0%
April 1, 2008	2.0%
April 1, 2009	2.0%

Notwithstanding the preceding, the annual base wage increase for any year shall be increased by the difference, if any, between the base wage increase for that year and a higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 Support Staff Compensation Table.



 Shelley Drysdale, FSA



 Diane Griffiths, UCFV

LETTER OF AGREEMENT Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2006 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.

If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.

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:

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.

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.

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.


Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

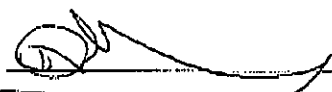
1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee 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.



Shelley Drysdale, FSA



Diane Griffiths, UCFV


LETTER OF AGREEMENT Incentive Payment


Each member of the bargaining unit employed by the institution on March 31, 2006 shall receive an incentive one-time payment if the unit's new Agreement is settled by March 31, 2006.

The incentive payment shall be \$4,000.00 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 period of April 1, 2005 to March 31, 2006. 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 between April 1, 2005 to March 31, 2006

The incentive payment shall be paid to employees as soon after March 31, 2006 as is practicable for the institution to determine and pay the payment amounts to employees.


Shelley Drysdale, FSA


Diane Griffiths, UCFV

LETTER OF AGREEMENT Department Head and Summer Semester Issues

In budgeting for fiscal 2007/2008 UCFV will commit \$220,000.00 to implement the recommendations of the Labour and Management committee regarding department head, support staff and summer semester issues. LAM will develop its recommendations from the report it receives from the Department Head Workload Committee.



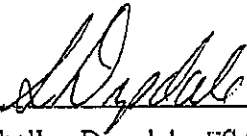
Shelley Drysdale, FSA



Diane Griffiths, UCFV

LETTER OF AGREEMENT Evaluation of Senior Managers

UCFV agrees that a committee consisting of one Dean, the Associate Vice President, Employee Services, the Faculty & Staff Association Contract Chair, and one other FSA representative will create a new process for the evaluation of excluded administrators. The recommendations of this committee will be submitted to the Presidents of UCFV and the FSA at a Labour and Management meeting by November, 2006.



Shelley Drysdale, FSA

Diane Griffiths, UCFV

LETTER OF AGREEMENT Exclusions

UCFV agrees that the Associate Vice President, Employee Services and the FSA Contract Chair will meet to review the need for further exclusions in January, 2008. Their recommendations will be made to the Labour and Management Committee.



Shelley Drysdale, FSA



Diane Griffiths, UCFV

LETTER OF AGREEMENT ESL Workload

It is agreed that an overall review of workload in ESL will be undertaken in 2006/2007 by the Dean of Community Access, Business & Information Technology, the Vice President, Academic and one Faculty & Staff Association representative.




Shelley Drysdale, FSA




Diane Griffiths, UCFV

LETTER OF AGREEMENT Faculty Research and Recruiting

It is agreed that a joint committee comprising of the Academic Vice President & Provost, the Dean of Research, and an FSA representative, will consider the need and provide possible guidelines for multi-year research applications. This committee will also review the issues surrounding faculty research and faculty recruiting.




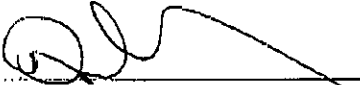
Shelley Drysdale, FSA

Diane Griffiths, UCFV

LETTER OF AGREEMENT Marker/Graders

UCFV agrees that the trial of markers/graders will be continued and consideration will be given to implementing markers/graders at UCFV. From 2003 through 2006 there were a limited number of markers/graders assigned as an experiment. The trial will be continued through 2006/2007 and will be reviewed by Management and the FSA to determine if the position of marker/grader will be adopted.



Shelley Drysdale, FSA

Diane Griffiths, UCFV

LETTER OF AGREEMENT On-line Learning and Intellectual Property

It is agreed that a small committee consisting of those most familiar with the issues surrounding on-line learning will review workload, intellectual property as it applies to on-line learning, and any other issues the committee feels need reviewing regarding this issue.



Shelley Drysdale, FSA



Diane Griffiths, UCFV

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 Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the fund will occur effective April 1, 2006.
3. Upon the request of either party during the term of this Agreement, the Employer and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
 - The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.



Shelley Drysdale, FSA



Diane Griffiths, UCFV



APPENDIX 6

Request for Bargaining Agent Ratification

Employer: The University College of the Fraser Valley

Trade Union: The Faculty & Staff Association

Employee Group: Faculty Support Staff

Term of Expired Agreement: April 1, 2004 – March 31, 2006

Term of Proposed Agreement: April 1, 2006 – March 31, 2010

Proposed Agreement Ratified by Employer Board on: _____

Summary of Compensation Changes:

- Compensation Change 2006/07 = as per approved system grid
- Compensation Change 2007/08 through 2009/2010 = as per attached LOA (Fac and Staff Wage Scales)

Summary of Other Changes:

- See attached Letters of Agreements

Please attach the Memorandum of Agreement signed by the Employer and Union negotiators and showing the proposed changes to the current collective agreement.

FOR COMPLETION BY PSEA BOARD MEMBER

Please check one:

I vote to **approve** the above Request for PSEA Ratification

I vote to **reject** the above Request for PSEA Ratification

OR

For the PSEA decision on the ratification of the proposed agreement, I request a PSEA Board meeting or teleconference in place of this email ballot.

Name of Board Member: _____