

OFFER OF SETTLEMENT

between

Capilano University

(hereinafter called "the Employer")

And

Capilano University Faculty Association

Dated: May 7, 2020

Time: 3pm

Introduction

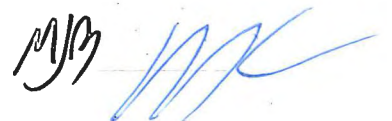
The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement

This Offer is valid until 6pm Thursday May 7.

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Memorandum of Settlement

between

CAPILANO UNIVERSITY

(referred to as "the Employer")

and

CAPILANO UNIVERSITY FACULTY ASSOCIATION ("UNION")

(referred to as "the Union")

"Errors and Omissions Excepted"

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF CAPILANO UNIVERSITY, ACTING ON BEHALF OF CAPILANO UNIVERSITY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CAPILANO UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CAPILANO UNIVERSITY FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CAPILANO UNIVERSITY FACULTY ASSOCIATION Local MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified. The references to the Common Agreement in article 15 and the Lol on Linkages to the Common Agreement will be updated to refer to the 2019-22 Common Agreement.

4. SCHEDULE "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".



5. SCHEDULE "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".


7. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 7 day of May, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



BARGAINING REPRESENTATIVES
FOR THE UNION:



SCHEDULE A

1. TERM OF AGREEMENT – 3 year term

1.1.1 Term

This Agreement shall be binding on the respective parties from April 1, 2019 to March 31, 2022. If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

2. GENERAL WAGE INCREASES

Collective Agreement will be updated as follows:

- Effective April 1, 2019 all wage scales in the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2020, all wage scales in the collective Agreement which were in effect March 31, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2021, all wage scales in the collective Agreement which were in effect March 31, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Capilano University and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to Capilano University within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the impact of the current public health issue on the Payroll Department's capacity to process.

3. 6.7.1.2 The parties recognize that different forms and titles for organizing these functions have evolved within the University, to the mutual satisfaction of the Deans and the functional areas concerned (e.g., chair, convenor, etc.). This tradition may continue and is the proper concern of the Deans and functional areas.
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4. 9.4.7.3 Extended Health

~~1. Effective the first of January following the date of ratification,~~

9.4.7.3.1

Default level is:

- \$50 annual deductible single, couple or family,
- 100% reimbursement of eligible expenses including semi-private hospital room,
- paramedical services at \$750 per practitioner per person per year,
- private duty nursing at \$15,000 per year (after age 65 the lifetime maximum becomes \$25,000),
- ~~hearing aid maximum at \$1,000 in any four consecutive years,~~
- hearing aid maximum at \$1,000 every three consecutive years for enrolled employees and \$1,000 in any four consecutive years for enrolled retirees who are covered under article 9.4.2.3,
- Eye exams* in the amount of \$100 every two years,
- Eye glass and contact lens* coverage, in the combined amount of \$650\$500 every two years will be added to the Default coverage contained in article 9.4.7.3.1. This coverage is available for enrolled employees but does not apply to enrolled retirees who are covered under article 9.4.2.3,
- international travel assistance for out-of-Canada coverage,
- prescription drugs, and
- other costs prescribed by a medical practitioner.

* Eye exam and contact lens coverage available effective January 1, 2021.

9.4.7.3.1.2 Upon physician referral and subject to the terms of the Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$12,500 per eligible insured. This coverage is available for enrolled employees but does not apply to enrolled retirees who are covered under article 9.4.2.3.

9.4.7.3.2 Options:

9.4.7.3.2.1 Option 1: \$275 annual deductible.

9.4.7.3.2.2 Option 2: \$525 annual deductible single, couple, or family and prescription drugs are not covered.

~~2. Effective the 1st of January 2017 hearing aid coverage which is referred to in Article 9.4.7.3.1 will be amended as follows:~~

- ~~hearing aid maximum at \$1,000 every three consecutive years for enrolled employees and \$1,000 in any four consecutive years for enrolled retirees who are covered under article 9.4.2.3.~~



3. ——— Effective the 1st of January 2017, eye-glass coverage in the amount of \$500 every two years will be added to the Default coverage contained in article 9.4.7.3.1. This coverage is available for enrolled employees but does not apply to enrolled retirees who are covered under article 9.4.2.3.

4. ——— Effective January 1, 2019, upon physician referral and subject to the terms of the Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$12,500 per eligible insured. This coverage is available for enrolled employees but does not apply to enrolled retirees who are covered under article 9.4.2.3.

5. 6.8.10.1 An employee may not perform duties exceeding ~~ten (10)~~ nine point five (9.5) sections or section equivalents in any academic year within the British Columbia post-secondary system, unless this provision is waived in writing by the employee, the Coordinator, the Dean and the Union.

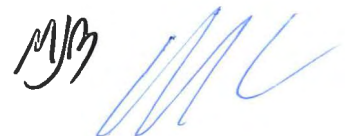
6.11.2.1 Circumstances may arise which make it reasonable for the University to request an employee, over the course of an academic year, to perform duties in excess of a full duty load. Except in those circumstances noted in 6.11.2.5, this shall not exceed ~~nine point five (9.5)~~ sections, or its equivalent, during that academic year, and no employee may have a workload of greater than 8.5 sections for three consecutive years. Workloads arising from those circumstances noted in 6.11.2.5 may not cause the total workload to exceed 9.5 sections ~~ten (10) sections.~~

6. 6.9 Professional Development

6.9.1.1 The University encourages employees to maintain current contacts with their discipline areas, and to improve and expand their effectiveness as educators and their awareness of the many facets of the University. Employees do so throughout the year by a variety of means as set out in the individual employee's professional development proposal approved under 2.8, including but not limited to workshops and courses, creative and scholarly activity and research, and non-instructional duties such as union activities, committee assignments, course planning, and mentoring.

6.9.1.2 Professional development as used in the context of this agreement shall be broadly interpreted to be inclusive of creative and scholarly activity and research as well as traditional professional development activities.

6.9.2.1 All employees shall submit on an annual basis written proposals for professional development activities to their Coordinator and Dean for approval.



- 6.9.2.1.1 ~~Employees in category 6.9.4.1 (Instructors) shall submit one written proposal for their annual professional development activities.~~
- 6.9.2.1.2 ~~Employees in category 6.9.4.2 (Counsellors, Librarians and Special Appointees) shall submit two written proposals for their annual professional development activities. One proposal shall be for the single block of professional development time and the other proposal shall be for the equivalent amount of time booked throughout the remaining duty period.~~
- 6.9.2.1.3 ~~Employees in category 6.9.4.3 (Other) shall submit one written proposal for their annual professional development activities.~~
- 6.9.3 At the end of the professional development period the employee will report in writing to the Coordinator and the Dean on his/her/their professional development achievements during the professional development period. The functional area and Dean shall review professional development reports and decide whether or not the employee's professional development responsibility has been fulfilled (see 2.8).
- 6.9.4 ~~Upon recommendation of the appropriate Coordinator, and with the approval of the Dean, approved professional development activities may be conducted at any time during the academic year. Such recommendation and approval shall not be unreasonably withheld.~~
- 6.9.4.1 ~~Instructors with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, course planning, other assigned and non-instructional duties, and mentoring at any time of the year.~~
- 6.9.4.2 ~~Counsellors, Librarians and Special Appointees with a full duty load shall normally have one calendar month of professional development activities scheduled in a single block of time and an equivalent amount of time booked throughout the remaining duty period. Such activities may include committee assignments, preparation, planning, other activities, and mentoring at any time of the year.~~
- 6.9.4.3 ~~Other employees are encouraged to maintain competence and qualifications in their appropriate fields of study and to update skills and techniques in these fields.~~
- 6.9.4.3.1 ~~Regular other employees' (6.9.4.3) professional development is in accordance with 6.9.4.3.2. Non regular other employees may apply to their Coordinator and Dean for approval of professional development time.~~
- 6.9.4.3.2 ~~Regular other employees (6.9.4.3) with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, preparation, planning, other activities, and mentoring at any time of the year. These pprofessional development activities shall not cause the University to have any increased expenditure, including the hiring of replacement employees, for the performance of the normal duties and responsibilities of these employees.~~
- 6.9.4.4.1 Employees with partial loads and employees with duties in more than one classification will be



responsible for pro rata professional development activities consistent with their assignments, ~~of duties and employees with duties in more than one classification shall have their professional development entitlements pro-rated consistent with their assignments.~~

7. 9.4.5 Administration of Plan

9.4.5.1 By June 8th, the University shall advise each enrolled employee with the annual amount in the Spending Account to be allocated to at least one designation. Such designation could include:

- depositing it in the University's group Registered Retirement Savings Plan,
 - directing it to be paid as taxable income,
 - directing it to the Health Care Spending Account, or
 - directing it to their Professional Development Account to be used within ~~two~~ four years of accrual, at which point it will be paid as taxable income.
 - in absence of any selection, all money in the spending account will be ~~allocated to their Professional Development account~~ paid as taxable income.
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8. Non-expiry of appointment

11.4.5.2.5. On an exceptional basis, the University and the CFA Union may agree to identify specific faculty members whose reappointment rights will not expire after three terms of no work being available ~~for that faculty member to teach.~~ The non-expiry status is contingent upon the employee successfully completing probation or equivalent.

The request for non-expiry status applies to:

- ~~This policy is meant to apply to employees who teach courses that are not offered every academic~~ other year. If such an agreement were not reached the department would be required to post and go through the search/hire process each time the course was offered.
- ~~This policy is also meant to cover employees specifically hired to act as substitutes, who may not receive any substitution work in any given year. The purpose of specifically doing a substitution hire is to ensure someone will be available should substitution be required. It is often not possible to do a proper search in the exigent circumstances of needing an immediate replacement for a faculty member who is off sick.~~
- ~~This policy is also meant to cover Private Music Instructors who teach instruments that are unusual and are not taught in every year.~~



- ~~The policy will apply only to those employees who have been specifically identified and agreed upon by the University and the CFA Union.~~

The agreement identifying any particular employee to be covered by this ~~policy article~~ can be terminated by either the University or the CFA Union giving 60 days' notice to the other.

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9. 11.4.5.3.2 Where the initial hiring for a non-regular employee is for a duty load of not more less than 0.5 section per term or equivalent, the normal process of appointment, ~~reappointment~~ and evaluation may be waived by agreement between the functional area and the Dean. The non-regular employee shall not be reappointed for any amount of work in subsequent academic years until such time as the employees/he has completed the normal appointment and evaluation processes pursuant to article 11.3.

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10. 11.8.5.3.5 ... S is the full-time annual salary for the step that the employee is on as of the date the reduction takes effect. Irrespective of the above, if the employee on reduction continues to work and accept all work assigned up to the date of severance, S may shall be calculated as of the date of severance.

11. LoA Departmental Policies

LETTER OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: DEPARTMENTAL POLICIES

All departmental policies drafted under article 2.8 shall be provided via email to both the CFA and Human Resources for posting on the University website's Frontlines Policies and Procedures page no later than two calendar months after the date of ratification of this agreement. Policies not received by the parties by this date will be null and void and departments will draft replacement policies to be subject to the acceptance of the appropriate dean under article 2.8.2.1. All subsequent policies must also be submitted to Human Resources.

12. Housekeeping updates

General – Updates in language and dates

- A) Change all instances of Division to Faculty (or appropriate term as agreed upon).
- B) Change all instances of Minor Division to School. (see above and notes below: usage of “minor division” also unclear, but it is apparent that “Division” does not mean Faculty)
- C) Gender neutralize language of the CA.
- D) Date changes to reflect the ratified agreement:
“THIS AGREEMENT, effective ~~April 1, 2014~~ April 1, 2019 and entered into on [DATE] June 23, 2015.

E) LoA cleanup:

~~LoA on Scheduled ABE hours (p 146):~~ Delete this LoA, which is no longer relevant due to well-established current practice. (see page 22 of this package)

LoA on Regularization: Delete (spent)

LoA on Ten Month or Three Term Committee: Delete (spent) [– some proposals above reflect this issue]

LoA on Librarians: Delete (spent) [see proposal on article 6.5, above]



SCHEDULE B

The following attached language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	1.1.1 Term	March 6, 2020
2	2.1 RFT and RPT workload and commitment levels - harmonization	April 9, 2020
3	2.4.1 removal of "re" appointment from "employee" definition	March 6, 2020
4	2.8.2.5 add "office space" to functional area decision	April 3, 2020
5	3.1 update title of staff union (MoveUP)	March 6, 2020
6	3.3.3 amend union meeting block timing	April 3, 2020
7	6.3 update instructional language associates role details	April 3, 2020
8	6.4A.2.5 amend PMI hours for regularization	April 3, 2020
9	6.5 amend librarian job duties	April 3, 2020
10	6.14.1 clean-up of redundant language	March 6, 2020
11	8.4.6 salary scale placement for returning employee	April 3, 2020
12	9.4.3.2 MSP deductions	April 3, 2020
13	10.5.7 Leave for domestic violence	April 3, 2020
14	7.5.2 salary spreading for non-regular faculty	March 6, 2020
15	9.5.2 housekeepng – underline header	March 6, 2020
16	11.4.5.1 appointment language - amend to be consistist with practice	March 6, 2020
17	11.4.5.2.3 appointment language correction	March 6, 2020
18	11.6 resignation or retirement - reduce notice period	April 3, 2020
19	20.1.1 remove repetitive language	March 6, 2020
20	LoA Joint Committee On All Year Model	April 3, 2020



Schedule B – Full Language of Capilano and CFA Agreed Proposals

CapU “Housekeeping” Proposal - accepted as proposed on 6 March

1)

1.1.1 Term

This Agreement shall be binding on the respective parties from April 1, 2019 to March 31, 2022~~April 1, 2014 to March 31, 2019~~. If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

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2)

2.1.1 Regular Employee

A regular employee is an employee appointed to one of the terms defined in 11.4.1 and 11.4.2 of this Agreement.

2.1.21 Regular Full-time Employee

2.1.2.1 A regular full-time employee (RFT) shall be employed at a full duty load of eight (8) instructional sections or the equivalent, over an academic year, unless the Reduction Sequence in 11.8 is employed.

2.1.2.2 A regular full-time employee may opt for a duty load pursuant to 2.1.2.3.4.1.

2.1.32 Regular Part-time Employee

2.1.32.1 A regular part-time (RPT) shall be employed for a minimum of one half of a full duty load over an academic year. Less than this minimum duty load may be assigned on a basis agreed between the employee, the Coordinator and the Dean. A duty load less than the regularized level of an RPT cannot be assigned for more than two consecutive academic years (see 2.8).

2.1.32.2 An RPT employee's commitment level shall not be changed unless the Regularization process in 11.7.3, the Reduction Sequence in 11.8, or a request of the RPT employee for a permanent reduction is approved by their functional area, Dean and the Union.

2.1.32.3 The parties agree that the University is under no obligation to continue RPT appointments for more than the minimum number of sections detailed above.

2.1.2.3 Underloads

~~2.1.2.3.1 Less than a full duty load may be assigned on a basis agreed between the employee, the Coordinator and the Dean. Except as provided in 2.1.2.3.2, less than a full duty load cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.5.2 is part of a duty load for the purposes of this clause (see 2.8).~~

2.1.2.3.2 Primary Care Giver Underload:

~~Less than a full duty load may be assigned for up to three consecutive academic years following the birth of an employee's child. Such assignment is only available to the child's primary caregiver.~~



2.1.3.4 2.1.3 Underloads Change in Commitment Level ("Underloads")

2.1.3.4.1 Temporary Voluntary Reduction in Commitment Level

A duty load of less than the commitment level may be assigned on a basis agreed between the employee, the Coordinator and the Dean. Except as provided in 2.1.3.4.2, less than a full-duty load lower than the commitment level cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.5.2 is part of a duty load for the purposes of this clause (see 2.8).

2.1.3.4.2 Primary Care Giver Underload:

A duty load of less than the commitment level may be assigned for up to three consecutive academic years following the birth of an employee's child. Such assignment is only available to the child's primary care giver.

2.1.2.4.3.3 Permanent Change in Commitment Level Status from RFT to RPT and Phased Retirement

2.1.2.4.3.3.1 With the permission of the Union and the University, ~~an RFT~~ a regular employee may convert ~~his/her~~ their status ~~to RPT at an appointment~~ to a lower commitment level agreed to in writing by the employee, the Coordinator and the Dean. The reduction ~~to RPT in commitment status~~ must not result in an RPT position with an appointment level below four (4) sections (see 2.8).

2.1.2.4.3.3.2 ~~An RFT~~ A regular employee who is approaching retirement, and who has had ~~his/her~~ their appointment status converted ~~to RPT~~ under 2.1.2.4.3.3.1, shall continue to accrue seniority as if they maintained their previous status ~~an RFT~~ (see 2.8).

2.1.2.4.3.3.3 A regular RFT or RPT employee who is approaching retirement, and who has the agreement of the functional area, the Dean, and Union, may opt for phased retirement. Under this option, the employee may permanently reduce their commitment level convert their status to that of an RPT1, RPT2, or RPT3 over a three-year period ending in retirement. In this case, the employee will pay for benefits on a pro-rated basis, based on the new level of commitment below RPT4.

2.1.3.5 Change in Status for RPT

With the permission of the Union and the University, an RPT employee may reduce his/her status to a lower appointment level agreed to in writing by the employee, the Coordinator and the Dean. The reduction must not result in an RPT position with an appointment level below four (4) sections (see 2.8).



Caplt "Housekeeping" Proposal - accepted as proposed on 6 March

3)

2.4.1 **Terms**

"employee" – means only those employees of the University who are within the scope of the bargaining unit as described in 3.1 including any non-regular employee not currently assigned who has reappointment rights. An employee does not cease to be an employee by virtue of being on any authorized leave under this Agreement.

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CFA Proposal - as proposed on 6 March & counter-proposed in CapU package - accepted by CFA on 3 April

4)

2.8.2.5 Table 1 – add

Recommendation Concerning	Recommending body
<u>Office space</u>	<u>Functional area</u>

Captl "Housekeeping" Proposal - accepted as proposed on 6 March

5)

3.1 BARGAINING UNIT DESCRIPTION

Except where otherwise expressly provided in this Agreement, the bargaining unit shall comprise all employees included in the bargaining unit as in the Certification issued by the Labour Relations Board of British Columbia on November 27, 1973 as well as those employees not covered by the certification of the Movement of United Professionals, Local 378 Canadian Office and Professional Employees' Union, Local No. 378, or excluded from either union certification under the provisions of the Labour Relations Code. The University recognizes the Union as the sole bargaining agent for all such employees.



CFA Proposal - as proposed on 6 March - accepted by CapU on 3 April

6)

- 3.3.3 Instructional activities and duties shall be scheduled in a manner which ensures Tuesdays from 11:30 a.m.~~Neen~~ to 1:00 p.m. ~~or from 12:30—1:30 p.m.~~ being free to allow employees to attend Union meetings. The Union shall be advised by the University of instructional activities schedule by March 1 of each year.



7)

6.3 INSTRUCTIONAL LANGUAGE ASSOCIATES

~~6.3.1~~ ~~Conversation Monitor (Native Speaker)~~

~~6.3.1.1~~ **Duties and Responsibilities**

The following functions are included in the duties and responsibilities of a ~~Native Speaker~~ an Instructional Language Associate. These functions are to be done in consultation with the course instructor and within the context of the course and its materials.

- ~~6.3.1.1.1~~ ~~Instruct~~ Lead activities within their areas of competency related to the subject matter and/or skills required in University programs.
- ~~6.3.1.1.2~~ Direct weekly conversation seminars, developing student confidence in the oral-aural use of the language.
- ~~6.3.1.1.3~~ Undertake the necessary preparation for conducting conversation seminars.
- ~~6.3.1.1.4~~ ~~Make evaluations and/or appraisals of students as required and to keep any records required for this purpose.~~
- ~~6.3.1.1.5~~ Be available for consultation and/or discussion ~~outside~~ inside of lab classroom hours.
- ~~6.3.1.1.6~~ Maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
- ~~6.3.1.1.7~~ ~~Support instructors in Development of courses and preparation of course materials~~ for conversation seminars and to provide for students, in liaison with instructors, outlines for conversation seminars under their jurisdiction.
- ~~6.3.1.1.8~~ Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- ~~6.3.1.1.9~~ Undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
- ~~6.3.1.1.10~~ ~~Conduct field trips as required.~~
- ~~6.3.1.101.11~~ Participate in functional area meetings.



- 6.3.1.11-12 Perform other functions and responsibilities to the above as assigned.
- 6.3.1.12-13 Undertake the necessary preparation for conducting conversation seminars.
- 6.3.1.13-14 Make evaluations and/or appraisals of students as required and to keep any records required for this purpose.

6.3.2 Language Laboratory Monitor

6.3.2.1 Duties and Responsibilities

————— The following functions are included in the duties and responsibilities of a Language Laboratory Monitor:

- 6.3.2.1.1 ——— Conduct language labs, developing student confidence in the oral-aural use of the language.
- 6.3.2.1.2 ——— Instruct within their areas of competency the subject matter and/or skills required in University programs.
- 6.3.2.1.3 6.3.1.14 Mark language lab books or other assignments as required and to keep any records required for this purpose.
- 6.3.2.1.4 6.3.1.15 Make such evaluation and/or appraisals of students as may be required using only such criteria as are relevant to the course objectives, and to keep any records required for this purpose.
- 6.3.2.1.5 6.3.1.16 Demonstrate lab techniques and the correct use of equipment and language software to students.
- 6.3.2.1.6 6.3.1.17 Be available for consultation and/or discussion outside of classroom hours. Assist students working on computer-based assignments.
- 6.3.2.1.7 ——— Maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields
- 6.3.2.1.8 ——— Support instructors in development of courses and preparation of course materials and to provide for students, in liaison with instructors, outlines for lab seminars under their jurisdiction.
- 6.3.2.1.9 ——— Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- 6.3.2.1.10 ——— Undertake assignments to day and/or evening classes, including weekends in Lynnmoor and non-Lynnmoor locations as part of the regular load.

~~6.3.2.1.11 ——— Conduct field trips as required.~~

~~6.3.2.1.12 ——— Participate in functional area meetings.~~

~~6.3.2.1.13 ——— Perform other functions and responsibilities to the above as assigned.~~

6.3.23 Workload



CFA Proposal - as proposed on 6 March & counter-proposed in CapU package - accepted by CFA on 3 April

8)

6.4A.2.5 For the purposes of determining eligibility for regularization ~~eighty-eight~~
~~hundred~~ hours equals one section. These sections cannot be combined with any other sections for the purpose of regularization.

CFA Proposal - as proposed on 6 March & accepted by CapU on 3 April

9)

- 6.5.1.1 Provide instruction in and guidance on research skills, and support campus-wide information literacy skill development.
- 6.5.1.2 Develop, manage and provide access to collections which support curriculum and University goals. Develop and manage library technologies.
- 6.5.1.3 Provide guidance in the development and management of a physical and virtual environment that supports the teaching and learning needs of the University community.
- 6.5.1.34 Maintain professional competence and qualifications in appropriate fields of study, and to keep up to date with developments in these fields.
- 6.5.1.45 Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- 6.5.1.56 Participate in functional area meetings.
- 6.5.1.67 Perform other functions and responsibilities ancillary to the above assigned duties and responsibilities.



CapU "Housekeeping" Proposal - **accepted as proposed on 6 March**

10)

- 6.14.1 All substitution assignments are subject to agreement by the substituting employee.
~~An employee will not be required to substitute during his/her professional development time.~~



CFA Proposal - as counter-proposed by CapU on 3 April - accepted by CFA April 9

11)

8.4.6 Previous Employees

8.4.6.1 When a previous ~~regular~~ employee resumes employment with the University as an ~~non-regular~~ employee pursuant to 11.3, s/he~~they~~ shall be restored to the position on scale held at the time of the last term of ~~regular~~ employment with the University and the salary increments shall be governed by 8.4.4.

8.4.6.2 When a previous ~~non-regular~~ employee resumes employment with the University as a ~~non-regular~~ employee pursuant to 11.3, s/he shall be restored to the position on scale held at the time of the last term of ~~non-regular~~ employment with the University and the salary increments shall be governed by 8.4.4.



CFA Proposal - as counter-proposed in CapU package on 3 April - accepted by CFA April 9

12)

- 9.4.3.2 If at any time in the future, the Medical Services Plan of BC reverts to an individually paid premium system for basic medical insurance, premiums shall be paid by a regular employee through payroll deduction and an amount equivalent to that premium shall be added to the employee's Spending Account. ...

A handwritten signature in blue ink, consisting of stylized initials and a surname, located in the bottom right area of the page.

CFA Proposal - as counter-proposed in CapU package on 3 April - accepted by CFA on April 9
13)

10.5.7 **Leave for Domestic Violence**

10.5.7.1 Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

(a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and

(b) up to 15 weeks of unpaid leave.

10.5.7.2 Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

14)

7.5.2 Non-Regular Employees

~~7.5.2.1 Non-regular employees may be paid over the academic year if they meet the following criteria:~~

~~7.5.2.1.1 A history of working at least four sections per academic year,~~

~~7.5.2.1.2 — Assigned at least four sections each year that this article applies to him/her,~~

~~7.5.2.1.3 — Workloads for the non-regular employee are submitted at the same time as those for regular employees and cover the entire academic year, and~~

~~7.5.2.1.4 — Are members of the College Pension Plan.~~

~~7.5.2.2 — Non-regular employees being paid under 7.5.2.1 cannot revert back to the non-regular payroll without proper notice for the beginning of the next academic year.~~

~~7.5.2.3] All non-regular employees shall be paid a salary determined by their duty load and appointment period, and, in accordance with the appropriate section rate (7.3 and 7.3A), the salary shall be paid at each month end within the appointment period. A non-regular employee who wishes to be paid according to 7.5.2.1 must notify the University no later than August 1 of the academic year that they wish the 7.5.2.1 method of payment to begin.~~

~~7.5.2.4.2 The section rate shall be pro rata for appointments of less than one section.~~



CaptJ "Housekeeping" Proposal - accepted as proposed on 6 March

15)

9.5.2 Disability Income Plan Details

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CapU "Housekeeping" Proposal - **accepted as proposed on 6 March**

16)

- 11.4.5.1 A non-regular appointment shall be specified to be such at the time of offer. ~~Normally the first appointment for a non-regular employee shall be for a specific period of time not to exceed one (1) year.~~ All non-regular employees shall have a probationary period as set out ~~on~~in 11.4.1.



Capitol "Housekeeping" Proposal - accepted as proposed on 6 March

17)

11.4.5.2.3 A non-regular employee who has had workload assigned only pursuant to 2.3.2 and 6.15 for three consecutive terms shall have theirhis/her reappointment rights extinguished at the end of the third term.

Two handwritten signatures are present. The first is in black ink and appears to be 'MB'. The second is in blue ink and is more stylized, possibly 'JMC'.

CFA Proposal - as proposed on 6 March - agreed by CapU on 3 April

18)

11.6.2 Resignation

A regular employee who resigns shall give at least ~~six (6)~~ three months' notice in writing to the President. The resignation date shall coincide with the end of the term. These provisions may be waived or the dates altered by mutual consent in writing.

11.6.3 Retirement

If an employee wishes to retire, the retirement shall coincide with the end of the term and s/he must give at least ~~six (6)~~ three months' notice in writing to the President. These provisions may be waived or the date altered by mutual consent in writing.

19)

20.1.1 Following retirement from the University, a previous employee may be appointed to a position as a non-regular employee. Such appointment shall be governed by 11.3 of the Collective Agreement. The probationary provisions of 11.4.1 shall not apply to retired employees who receive non-regular appointments following retirement. At the option of the functional area and with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees (see 11.7.2.4).

~~20.1.3 — Appointments of retired employees shall be governed by 11.3. The probationary provisions of 11.4.1 shall not apply to retired employees who received non-regular appointments following retirement. At the option of the functional area, with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees.~~



CapU "Substantive" Proposal - accepted as proposed on 3 April

20)

LETTER OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: JOINT COMMITTEE ON ALL YEAR MODEL - TERMS OF REFERENCE

The parties acknowledge an increasing desire amongst students for programming outside of a traditional two or three semester model. To position the University so that it is best placed to support students in this regard, the parties have agreed to meet to discuss and consider what amendments would be required within the language of the collective agreement to move from the current two semester model to an all year model.

To facilitate these discussions, the parties agree to establish a Joint Committee by November 1, 2020. This committee will be comprised of 2 representatives from the University and 2 representatives from the Union.

The Committee will:

1. meet to discuss provisions of the collective agreement that impact or are impacted by an all year model;
2. develop wording changes to transition to an all year model;
3. make recommendations on the above items to their respective principals by no later than November 30, 2021 to help inform positive negotiations for renewal of the next agreement

The joint committee does not have the authority to bind the Union or Employer to its recommendations.

Unless agreed to by both parties, the joint committee on the All Year Model will disband on November 30, 2021.



SCHEDULE C

There are two sections to this Service Improvement Allowance proposal;

- A. Letter of Understanding outlining the rationale for and commitment to the creation of a fund.
 - B. Specific agreement language changes that support the objectives of the fund:
 - i) Language change in support of improving evolution of teaching through enhanced training of those providing evaluations under current language of agreement (article 11.5).
 - ii) Language change in support of the enhanced recruitment and retention of non-regular faculty (article 8.4.4.2)
 - iii) LOI creating a work integrated learning pilot project specifically supporting “community-based project courses”
-

A. Creation of Fund

Letter of Understanding

Fund To Enhance Teaching Excellence, Recruitment and Retention and Commitment to Student Activity in Community-Based Projects and Work Integrated Learning

The parties acknowledge that teaching excellence and a commitment to work integrated learning are key components of preparing students for success following graduation and when done well have a positive impact on overall student recruitment and retention. Further, the parties support efforts that enhance the recruitment and retention of engaged faculty.

To enhance activity in these areas the University agrees to create a fund that 1) supports enhanced training for those undertaking faculty evaluations, 2) encourages the recruitment and retention of non-regular faculty and 3) provides for faculty access to funding that supports students undertaking community-based projects.

- 1) The parties recognize the important role that Coordinators play in the evaluation of teaching excellence. To foster an enhanced level of development in this area the parties have agreed to create specific required training for coordinators. The cost of this additional training, specific to obligations under 11.5, shall be covered through this fund.
- 2) As part of its ongoing efforts to recruit and retain the calibre of engaged faculty for which Capilano University is known, the parties have agreed to amend non-regular faculty scale placement language (article 8.4.4.2).



- 3) To support active student involvement and academic development in community-based projects, faculty shall have access to funding that can be allocated to the hiring of students to support community-based projects and associated research and integrated learning activity and may also be used for other aspects of the faculty members community-based project proposal.

The amount of the fund shall be:

Year 1.....\$ 92,000

Year 2.....\$186,000

Year 3.....\$283,000

Funds not allocated within an academic year will be carried over for one year only. However, due to the timing of collective bargaining for the renewal of the 2014-2019 collective agreement, and the need for Senate approval of the “community-based project course” framework, it is likely that the funds from Year 1 and Year 2 may not be spent within those academic years and, as such, may be carried forward to Year 3. Further, any unused amounts from the initial roll-out of initiatives 1) and 2) above during the term of this agreement shall, on a one time basis be assigned, as of March 31, 2022, to faculty professional development funds (LOI – Common Agreement Linkages – article 1). The Year 3 amount (April 1, 2021) represents the ongoing funding for the three defined fund initiatives.

B. Language Changes That Support Objectives of the Fund

i) Training to Support Evaluation of Teaching

6.7.4 Training and Orientation

6.7.4.1 A Coordinator Training Committee of two Union representatives, two University representatives, and a representative from the Centre for Teaching Excellence will meet as necessary to identify areas where training of Coordinators is desirable, develop, revise, and oversee orientation sessions under 11.1.1.4, develop further training workshops and sessions as necessary methods to deliver the training, and evaluate the orientation and training sessions.

6.7.4.2 All Coordinators (or others appointed under 6.7.1.2.1 and 11.1 to perform Coordinator duties) must participate in a Coordinator procedural training session under 11.1.1.4 during each year semester of their appointment.

6.7.4.2.1 Upon first appointment as a Coordinator, employees will participate in a Coordinator orientation and training workshop produced by the Coordinator Training



Committee. This workshop will include both training in University processes such as the 2.8 process, hiring, scheduling, and evaluation. The evaluation component will include Centre for Teaching Excellence workshops in effective methods for Coordinator evaluation of teaching under 11.5.

11.1.1.4 Annual Coordinator training and orientation shall be done jointly by the Union and the University, for all Coordinators. All new Coordinator appointments under 6.7.1 and 11.1 shall be subject to their attending the Coordinator orientation and training workshop under 6.7.4.2.1. Coordinators must also participate in at least one Coordinator procedural training session every year semester (see 6.7.41.2). As in the rest of this Agreement, the term “Coordinator” here includes all those appointed under 6.7.1.2.1 and 11.1 to perform Coordinator duties.

ii) Scale Placement of Non-Regular Faculty

8.4.4.2 Non-regular employees upon completion of twelve (12) sections or its equivalent shall be placed on the salary schedule according to the criteria contained in 8.1, which placement shall not exceed Step 5 8 as of ~~April 1 2006~~ September 1, 2020. Thereafter, the non-regular employee will advance according to 8.4.1.2.

The amendment to 8.4.4.2 applies to all current non-regulars who have been placed on scale. Any current non-regulars who were placed at step 8 who are currently still below step 5 will move up to step 5, assuming that they qualify for step 5 under the criteria in 8.1.

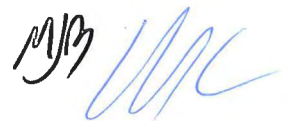
iii) Community Based Project Course

Letter of Intent

Work Integrated Learning – Community-Based Project Course Pilot

To support active student involvement and academic development in community-based projects, faculty shall have access to funding that can be allocated to the hiring of students to support community-based projects and associated research and integrated learning activity and may also be used for other aspects of the faculty members community-based project proposal.

Access to the funds is tied to the creation of a community-based project course and will be through written application submitted through the CARS Office to ~~be processed through a~~ faculty peer-adjudication committee. Prior to submission, the faculty member would require community partner support and a review and endorsement by their Coordinator and Dean.



The annual value of the funds available for distribution through the application process shall be \$50,000 in 2020/2021 and then \$100,000 in subsequent years. Unused funds shall not be carried forward.

A community-based project course is a specific course tailored to enable a small number of students to pursue academic development and work integrated learning through active involvement in a community-based project. Such courses and their manner of delivery may be arranged with agreement of the Dean and Coordinator and upon actual project approval. The minimum number of students in any such course shall be three (3) and no more than eight (8). Upon approval of a project and course, the employee will receive one section of work to oversee the project.

In the event that a project's scope carries beyond one semester, or is greater than the work typically required for a single course, the employee can propose to their Dean a greater level of compensation. Before responding to the employee, the Dean shall review such requests with the Union and Human Resources and take into account the work involved in the oversight of the project by the faculty member, the required contact with the students involved, the evaluation of the students during and following the conclusion of their work, and the duration of the project in comparison to the amount of work required in teaching a regular course. Any disagreement regarding the level of compensation may be referred to the Equivalent Workload Committee (article 6.10).

During the term of the 2019-2022 collective agreement, the parties will monitor the pilot and discuss any issues arising in regular Joint Standing Committee meetings. No later than 3 months prior to the expiry of the agreement, the parties will meet to review the experience to date and to discuss the continuation of this pilot. Recommendations will be made to the parties' respective principals for consideration in the next round of collective bargaining.



