

MEMORANDUM OF AGREEMENT

Between

CAPILANO UNIVERSITY
("the Employer")

and

CAPILANO UNIVERSITY FACULTY ASSOCIATION
("the Association", "the Union" or "the CFA")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER, AGREE TO RECOMMEND TO THE CAPILANO UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNION, AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 (the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Terms of the 2010-2014 Collective Agreement**

The terms of the 2007-2010 collective agreement are specifically amended below by paragraphs 2 to 6, inclusive.

2. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

3. **Term of Agreement**

The term of the new Collective Agreement shall be for forty-eight (48) months, effective from April 01, 2010 to March 31, 2014.

4. **Wage Increases**

Effective the date of ratification, the Employer and the Union agree that all annual rates of pay of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (c) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
- (d) Effective the date of the tentative settlement of the Memorandum of Agreement, all annual rates of pay which were in effect on the date preceding the date of the tentative settlement shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

5. Amendments to the Collective Agreement

Effective the date of ratification, the Employer and the Union agree to the amendments to the 2007-2010 Collective Agreement as attached to this Memorandum of Agreement as Schedule "A" which contains the collective agreement provisions and any Memorandum of Agreements, Letters of Understandings and/or Letters of Intent to be renewed, and Schedule "B" which contains the tentatively agreed to items as of June 10, 2013.



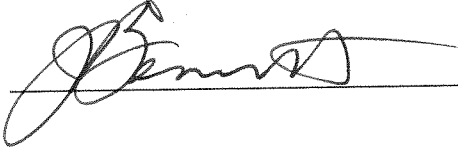
6. Ratification

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. The CFA and Capilano University will conduct their ratification vote within thirty calendar days of signing of this MOA.

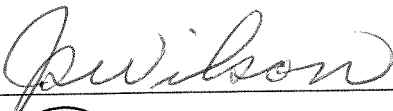
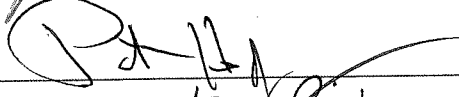
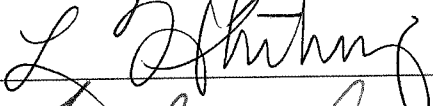

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 3rd day of February 2014.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:



SCHEDULE A
1 – PROPOSALS
CAPILANO UNIVERSITY PACKAGE PROPOSAL

- 11.3.5.1 All applications should be dated and acknowledged, and filed appropriately for use by the Dean and made accessible only to the Coordinator and the Search Committee of the functional area. Positions will be posted publically as soon as they are identified and will be posted for a minimum of five (5) working days.
- 11.3.5.7 Applications shall have a closing date stated in the publication or advertisement. Only applications received before the closing date, ~~or by the date the Committee begins interviewing, whichever is later,~~ shall be referred to the Search Committee.
- 9.4.2.3 **Retired Employees**
- Effective the date of the tentative settlement, eEnrolled employees may continue to participate in the dental and extended health benefits of the flexible benefits plan following retirement for [INSERT MONTHS] months from the date of retirement. The cost of such participation shall be one hundred percent (100%) employee paid by enrolled retirees.

Transitional Provisions

- effective March 31, 2013* *RFJ*
- 1) As soon as possible following the date of ratification, the Employer will arrange for an actuarial evaluation for the benefits outlined in Article 9.4.2.3 above to determine the number of months of benefits coverage that will be generated by an Accrued Benefit Obligation ("ABO") of \$125,000 and an annual expense of \$14,000, whichever limit is reached first.

The number of months of benefits coverage generated by the actuarial evaluation will then be inserted into Article 9.4.2.3 above during the drafting of the 2010-2014 collective agreement.

- without prejudice, RFJ*
- 2) The CFA agrees to withdraw all grievances related to benefits effective the date of ratification, and will not file any further benefits grievances that occurred prior to April 1, 2014. The CFA reserves the right to file grievances related to benefits that occur after March 31, 2014. In the event that grievances are filed on or after April 1, 2014, the CFA will not seek any retroactive remedies prior to April 1, 2014.

on the same issues

RFJ

RFJ

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1 – PROPOSALS
CAPILANO UNIVERSITY PACKAGE PROPOSAL
MEMORANDUM OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: MULTI-LOCATION WORK

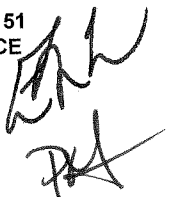
During the term of the 2010-2014 collective agreement, the Parties agree to establish a Joint Committee to review the current compensation and locations/sites for multi-location work. The Joint Committee will:

1. be comprised of two (2) representatives from the University and two (2) representatives from the Union, and;
2. will make recommendations to their respective principals no later than June 30, 2014.

EXECUTED this 3rd day of February 2014

E & OE

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WITHOUT PREJUDICE

Handwritten signatures of the representatives of the University and the Faculty Association.

SCHEDULE A
1 – PROPOSALS
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LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE UNIVERSITY

AND:

CAPILANO COLLEGE UNIVERSITY FACULTY ASSOCIATION

Re: NON-BASE FUNDED PROGRAMS

The parties agree that non-base funded programs and activities shall be organized in the following manner.

1. PRINCIPLES

All College University Divisions/Departments shall be encouraged to engage in revenue generating activities.

- 1.1 Non-base funded activities/projects will be coordinated by the functional area(s) most closely related to the activity/project's discipline. When a non-based funded project/activity on a regional campus is related to a discipline, coordination will be mutually determined by the regional campus and the discipline functional areas.
- 1.2 Nothing in this letter changes Service Course arrangements between functional areas (e.g. existing functional areas are the preferred provider; faculty appointments are not changed by service course assignment).
- 1.3 Prior to a faculty member's accepting and being assigned release sections for non-base funded development, the College University shall establish the expected outcomes of these release sections. The faculty member who agrees to being assigned the release sections shall act in accordance with the expected outcomes.
- 1.4 The following are excluded from this Letter of Agreement:
- International Student Fees
 - International Programs
 - Individual courses that are normally base funded are:
 - a) purchased by a third party, or
 - b) offered as a cost recoverable section.

2. PROJECT PLAN

SCHEDULE A
1 – PROPOSALS

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- 2.1 As part of the approval process, the appropriate Dean shall require from the proposing functional area a detailed project plan covering the educational and financial scope and nature of the project. This plan shall include:
- Educational aspects and relation to the College's University's Mission & Values and Strategic Directions
 - Revenue Expected
 - Direct costs with indications of services to be provided by other areas of the College University
 - Applicable overhead rate to be applied
- 2.2 When the Dean and functional area cannot agree on the details of the project plan, the matter shall be referred to the Joint Non-Base Funding Committee (JNBFC).

3. **BUDGETING AND PRICING**

3.1 **Overhead**

- 3.1.1 Overhead rates for general support provided by the College University to non-base activities will ~~range from 15% to 5% of costs not forwarded to partnering external agencies~~ be set by the VP, Finance and Administration. Overhead is not calculated on funds administered by partnering external agencies. The VP, Finance and Administration Dean(s) may agree that an a different overhead rate lower than 15% may be applied if it is in the best overall interest of the College University (e.g. prevention of reduction notices or the layoff of continuing employees, attraction of future contracts, over-riding community benefit).
- 3.1.2 ~~The College overhead rate will include a 2% non-base capital pool allocation. These funds will be used to replace computers and specialized equipment on the same basis as similar equipment in the College, and to purchase office furnishings.~~
- 3.1.32 ~~Priority of NBF overhead funds should be to support infrastructure service directly affected by non-base demands. The College University overhead rate will include the following services: indirect costs (including substitution) that are not specific to the project, but are standard services provided by the University to all programs.~~
- ~~Financial services~~
 - ~~Registration (in either of the College registration systems)~~
 - ~~2 % capital pool allocation~~
 - ~~Core non-base infrastructure~~
 - ~~Incidental computer lab use~~
 - ~~Classrooms and offices if available~~
 - ~~Workload payroll services~~
 - ~~Computer services*~~
 - ~~Library services*~~
 - ~~Media centre services*~~
 - ~~SIS services*~~
 - ~~Substitution~~

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~~*Any extraordinary service level should be built into budgets as a direct cost.~~

3.2 **Direct Costs**

3.2.1 All direct costs specific to the of-project are to be calculated including such costs as salary, travel expenses, benefits, direct supplies, materials, rentals, support staff, coordination, project management, project development costs, professional development costs, costs to develop any future projects, and commission.

3.2.2 Initial purchase of computers and specialized equipment should be built in as direct project costs.

3.2.3 Computer labs will be rented at a cost equal to the standard internal ~~College~~ University rate.

4. **WORK**

4.1 **Currently Offered**

4.1.1 This Letter of Agreement does not apply to the offerings of Extension Programs and Services for the five years preceding January 1, 1996.

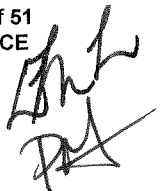
4.2 **CLASSIFICATIONS OF WORK**

Base funded work is not covered by this letter.

4.2.1 Unless otherwise provided in the Collective Agreement, Instructional work at ~~College~~ University is done using five different classifications as follows:

CLASSIFICATION	1	2	3	4
Primary Activity Divisor	64	88	120	152
Primary Activity				
• Instruction	Yes	Yes	Yes	No
• Non-Instruction	No	No	No	Yes
Additional Activities Expected:				
• Ancillary duties	Yes	No	No	No
• Functional Area Meetings	Yes	Yes	Yes	Yes
• Office Hours	Yes	No	No	No
• Preparation and Planning	Yes	Yes	Minimal	Yes
• Professional Development	Yes	Yes	Yes	Yes
• Student Evaluation	Yes	Yes	Minimal	No

This table is based on the Collective Agreement standard of 189 non-instruction hours per section that includes 37 hours of professional development time.



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1 – PROPOSALS

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4.2.2

Different classifications have different responsibilities. These responsibilities both define the classification to be used and determine the duties which are included in the section rate.

4.2.3

Once determined, the sectional equivalents are calculated based upon the divisor for the classification. This calculation is:

- *For Classification 1, 2 and 3*

Section=total instruction hours/divisor for classification.

- Duties which are not included in the classification may be assigned on an hourly basis and the additional sections worked are calculated as:

Sections=total additional office hours/88

Sections=total additional ancillary hours/152

- *For Classification 4*

Sections=total hours/152

4.2.4

All sectional rates include professional development time. Faculty are responsible for 37 hours of professional development time per section.

4.2.5

For laboratory or like activity, the section equivalent or hourly rate is the same as laboratory or like Classification 1 activities.

4.2.6

Classification 5

4.2.6.1

Classification 5 work is the instruction of Non-Credit courses of fewer than 30 hours duration. They have no formal evaluation and no ~~College~~ University Credit earned toward a Certificate (not including a certificate of completion) or Diploma (e.g. no transcript is provided) issued by the ~~College~~ University or recognized professional body or an organization with which the ~~College~~ University is associated.

4.2.6.2

Classification 5 work is not covered by the Collective Agreement except to the extent provided under 2.3 and 6.15. When members of the bargaining unit perform classification 5 work through the application of 6.15, that work shall be considered Classification 2 work for the duration of the assignment.

4.3

UNIQUE SKILLS OR EXPERIENCE

In circumstances where an individual with unique skills and/or experience can be retained to provide the instruction/activity only if s/he is paid at a rate of compensation higher than that provided under the Collective Agreement, the Joint Non-Base Funding Committee may agree to compensation in excess of that provided in the agreement.

4.4

DEVELOPMENT OF NEW PROGRAM/ACTIVITY

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1 – PROPOSALS

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Where a faculty member initiates and develops a new non-base funded program/activity, s/he may be granted up to a one section overload per year for up to three consecutive years to participate in the program/activity. This overload shall not be subject to the constraints of 6.11 and 6.15.1.3 of the Collective Agreement. No faculty member may work more than one such overload section in any academic year.

4.5 **JOINT NON-BASE FUNDING COMMITTEE (JNBFC)**

4.5.1 At the call of either party, the Joint Standing Committee will be convened as the Joint Non-Base Funding Committee. This committee is expected to meet either in person or through some other means on very short notice (24 to 48 hours).

4.5.2 The parties shall mutually agree upon a chairperson and vice-chairperson who shall not attend meetings or have a vote except as outlined below.

4.5.3 The JNBFC shall normally operate on a consensus basis without the chairperson or vice-chairperson present. If consensus is not possible then the chairperson will attend the next meeting as a voting member and each of the parties will designate which of their two representatives shall be their voting member for that meeting.

4.5.4 The vice-chairperson will act for the chairperson when s/he is unavailable

4.5.5 The JNBFC shall be responsible for:

- Resolving disputes as to the meaning and application of this Letter of Agreement and for providing recommendations to the parties on changes to this Letter of Agreement;
- Providing a timely response to requests for non-base funded projects/activities which require a quicker response than is available through normal College University channels. Such responses shall be reviewed by the Education Council and will not be available as precedents for future decisions; and
- Providing a timely response to special requests for non-based funded projects/activities which request a variation to the Collective Agreement or attached letters of agreement. Such responses shall not be available as precedents for future decisions. Such projects/activities must be reviewed by the JNBFC at the end of its initial funding or within one year of its approval, whichever comes first, to determine whether the project/activity should continue.
- When there is a disagreement between functional areas about which functional area should be the location of the non-base funded activity, the matter shall be decided by the Dean(s) after consultation with the affected functional area.
- When functional areas disagree with a decision made under 6.4, the matter shall be referred to the JNBFC for resolution.
- The College University will provide the Union with a copy of all reports on NBF programs provided to the Board.
- The College University will respond within a reasonable time to request for information on NFB programs from parties through their representatives on the JNBFC.

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5. The parties agree to establish a Joint Committee to review the non-based funded programs and the appropriate terms and conditions of employment for employees working in such programs. The committee will be comprised of two (2) representatives from the University and two (2) from the Union. The committee shall make any recommendations to their respective principals by June 30, 2014. The committee will not have the power to bind the parties' respective principals.

EXECUTED this 20th 3rd day of November, 2001 ~~February~~ 2014

~~"Donnaleen Miller"~~ Cindy Turner
~~Chairperson, Capilano College Board~~
VP, Finance and Administration

~~"Melanie Fahlman-Reid"~~ Joanne Quirk
President, CCFA

~~"Mark Vernon, C.A."~~ Parveen Mann
~~VP, Finance and Administration~~
Director, Human Resources

~~"John Wilson, C.A."~~ Ed Lavalle
Chair, Bargaining Committee, CCFA

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Letter of Agreement Re: Linkages to 2012 FPSE Compensation Template Table Agreement

Effective date of ratification, the Parties agree to the following provisions from the 2012 FPSE Compensation Template Table Agreement, dated February 2nd, 2013:

1. Article 2 – Harassment
2. Article 3 – Expedited Arbitration except clause 3 Expedited Arbitrators, where the following shall apply:

“The Parties will mutually agree on an arbitrator.”

3. Article 13 – Effect of This Agreement
4. Article 16 – Common Faculty Professional Development Fund
5. LOU 4 – Respectful Working Environment

EXECUTED this 3rd day of February 2014

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SCHEDULE A
2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

During the drafting of the new Collective Agreement, the parties will review the references to the Colleges and Institutes Act and update those provisions accordingly to reference the University Act, by mutual agreement.

During the drafting of the new Collective Agreement, the parties will review the references to the Education Council and update those provisions accordingly to reference the Senate, by mutual agreement.

1.5 DATE OF CONTRACT

Notwithstanding the provisions of 1.1.1 above, where this Agreement contains terms and conditions which are changed from those contained in the prior Agreement, such terms and conditions shall become effective ~~on April 1, 2007,~~ date of ratification except where such changes are effective on the dates indicated in the particular article.

~~2.1.7~~ ~~Mandatory Retirement~~

~~2.1.7.1 The mandatory retirement age for an employee is the greater of age 70 or the age compounded by adding 5 to the earliest age for qualifying for an unreduced Canada Pension.~~

~~2.1.7.2 An employee who meets the mandatory retirement age shall lose his or her employment status except for the purposes of temporary substitution. This clause will not affect current employees who are age 65 or older as of April 1, 2001.~~

~~2.1.7.3 In exceptional circumstances, the functional area and Dean may agree to hire for one academic year at a time, a past employee over the mandatory retirement age.~~

2.3.2.2 Those activities designated as EPS which are related to the disciplines within bargaining unit work must undergo an approval process to ensure course quality and to ensure that such activities do not duplicate or supplant existing courses which compose bargaining unit work. Activities will be vetted by instructional areas and will be subject to recommendation by the ~~Education Council~~ Senate or its successor.

9.4 FLEXIBLE BENEFITS PLAN

9.4.1 The University agrees to arrange and administer the Flexible Benefits Plan. The selection of benefit carriers is subject to agreement of the Union. Benefits covered include:

- Medical

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- life insurance
- accidental death and disablement
- extended health
- dental
- orthodontic
- vision care (through Health Care Spending Account)
- elder care (through Health Care Spending Account)
- disabled dependent care (through Health Care Spending Account)
- medical and dental claims not eligible for coverage under other aspects of the flexible benefits plan (through Health Care Spending Account)
- recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan (through Health Care Spending Account) and
- other benefits as may be added by mutual consent.

9.4.5 Administration of Plan

~~9.4.5.1 During December of each year all regular employees shall receive an accounting of their Spending Account for the previous benefit year including an indication of additional amounts to be made available for the current benefits year and shall receive a confirmation of their benefit coverage as it existed at the end of the previous benefit year.~~

~~9.4.5.2 Not later than June 30 of each year non-regular employees shall receive an accounting of their Spending Account for the previous benefit year including an indication of additional amounts to be made available for the current benefits year and shall receive a confirmation of their benefit coverage as it existed at the end of the previous benefit year.~~

9.4.5.31 Following receipt of the accounting in 9.4.5.1 or 9.4.5.2 above yearly amount allocated, each enrolled employee shall select at least one designation for the unspent money in the Spending Account. 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 College's University's group Registered Retirement Savings Plan,
- directing it to be paid as taxable income,
- directing it to ~~other non-taxable purposes~~ the Health Care Spending Account,
- or
- allowing directing it to ~~accumulate in their Spending~~ their Professional Development Account.

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- In absence of any selection all money in the spending account will be allocated to their Professional Development account.

By June 8th, the University shall also advise each enrolled employee of their accumulated funds in the employee's PD account.

~~9.4.5.4 The minimum cost to the University per year shall be based on the per coverage unit premium cost of the first year of the plan. At the end of four years that per unit cost multiplied by the number of units of coverage during each of the first four years, shall be totalled and shall represent the University's minimum commitment to the plan. Any difference between the minimum commitment and the actual premium cost to the University shall be held intact for future use under the Flexible Benefits Plan, or used for the benefit of the plan participants in a mutually agreed manner.~~

9.4.5.5 9.4.5.2 Any employee may appeal to the Joint Benefits Review Subcommittee of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of notional premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances.

9.4.5.53 The Joint Benefits Review Subcommittee of the Joint Standing Committee shall annually review the service levels received by employees under this plan. Where satisfaction levels drop below an acceptable level the University shall take corrective action to bring the service levels up to an acceptable level. The Joint Benefits Review Subcommittee of the Joint Standing Committee shall establish acceptable service levels and decide the appropriate means for measuring these levels.

9.4.7.3 **Extended Health**

9.4.7.3.1 Default level is:

- \$25 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,
- international travel assistance for out-of-Canada coverage,
- prescription drugs, and]
- other costs prescribed by a medical practitioner.

9.4.7.3.2 Options:

9.4.7.3.2.1 Default level deductible increased to \$250 per year. Option 1: \$250 annual deductible.

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9.4.7.3.2.2 ~~Default level deductible increased to \$500 per year and prescription drugs are not covered.~~ Option2: \$500 annual deductible single, couple, or family and prescription drugs are not covered.

9.4.7.4 **Dental Plan**

9.4.7.4.1 Default level is:

- no annual deductible
- 100% reimbursement for all basic and preventative work
- 75% reimbursement for all restorative work
- \$2,000 calendar year maximum per month month

9.4.7.4.2 Options:

9.4.7.4.2.1 ~~The deductible is increased from zero to \$100 per month per year (maximum of four months).~~ Option 1: annual deductible is \$100 per month per year (maximum of four months)

9.4.7.4.2.2 ~~The deductible is increased from zero to \$250 per month per year (maximum of four months).~~ Option 2: annual deductible is \$250 per month per year (maximum of four months)

9.4.7.5 **Orthodontic**

Default level, if there are dependent children, covers dependent children only to a lifetime limit of \$2,000 per child.

9.4.7.6 **Additional Coverage Possible (Health Funding Care Spending Account)**

9.4.7.6.1 Coverage in this area is optional only; no default level exists.

An annual coverage level is selected by the employee. The total coverage level selected may be used by any enrolled person to defray the following costs: expenditures incurred during the year of selection or during the immediately following year are eligible. Coverage level amounts not used within this time period are forfeited. None of the coverage level amount selected shall be used for administrative fees or charges related to administering the coverage.

9.4.7.6.2 **Vision Care**

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The cost of corrective lenses and other eye care products not covered by other insurance benefits.

9.4.7.6.3 **Legal Care**

The cost of hiring a lawyer.

9.4.7.6.4 **Elder Care**

The cost of providing care for a parent, step-parent or grandparent to maintain their necessities of life, e.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

9.4.7.6.5 **Disabled Dependent Care**

The cost of providing care for a disabled dependent to maintain their necessities of life. E.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

9.4.7.6.6 **Medical and Dental Claims not Otherwise Eligible**

The cost of medical and dental claims, including preventative care, not eligible for coverage under other aspects of the flexible benefits plan.

9.4.7.6.7 **Alternate Professional Health Care**

The cost of recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan. These would include, but not be limited to, the following:

- | | |
|---------------------|--------------------|
| ▪ Acupuncturist | ▪ Osteopath |
| ▪ Counsellor | ▪ Physiotherapist |
| ▪ Chiropodist | ▪ Podiatrist |
| ▪ Chiropractor | ▪ Practical nurse |
| ▪ Denturist | ▪ Psychoanalyst |
| ▪ Homeopath | ▪ Psychologist |
| ▪ Massage therapist | ▪ Speech therapist |
| ▪ Naturopath | ▪ Therapist |
| Optometrist | |

- 9.4.7.6.8 Each benefit coverage added in this Agreement will be available to employees providing that at the time it is to be added the coverage does not constitute a taxable benefit.

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- 9.4.8 Experience gains determined for each year of the insurance plan for 9.4.7.1.6 shall be returned to the University and used for benefits for faculty in a manner agreed between the University and the Union.

9.5 DISABILITY INCOME PLAN

(Note: ~~See 9.3 of the Common Agreement. A new Disability Income Plan was put in place effective April 1, 2002~~) The Disability Income Plan shall “mirror” Article 9.3 of the Faculty Common Disability Plan in the 2010-2012 Common Agreement except as provided below and in this article:

- Short term disability premiums are employee paid
- ~~There is no claims review committee~~ [Withdrawn- see letter between the Parties]
- Benefit coverage for short term disability is as described in article 9.5.2.2 of this agreement.

9.5.1 Arrangement/Participation/Eligibility

- 9.5.1.1 The ~~College~~ University agrees to arrange and administer a Disability Income Plan. All regular employees must participate in this Disability Income Plan. Non-regular employees who meet the requirements of 9.4.2.2.1 must enrol and participate in the Disability Income Plan (9.5).
- 9.5.1.2 No employee will lose his or her employment because s/he is held by an insurer to be ineligible to participate in the Disability Income Plans.
- 9.5.1.3 Details of specific coverage shall be as set out in the actual plan as underwritten by the Insurance carrier or carriers. The basic provisions shall be as described in 9.5.2. ~~to 9.5.3.~~
- 9.5.1.4 The selection of Disability Income Plan carriers is subject to agreement of the Union.
- 9.5.1.5 The Disability Income Plan is to provide long-term income replacement coverage for employees who become “totally disabled”. At least ~~three~~ two years of this coverage is to be occupationally related.
- 9.5.1.6 The parties acknowledge the importance of an active rehabilitation program in assisting employees in returning to their duties as soon as is reasonably possible.
- 9.5.2 Disability Income Plan Details

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In the event of "total disability" as defined in the Plan(s), the employee will become entitled to receive after the thirtieth (30th) calendar day of disability the appropriate benefit as calculated below.

9.5.2.2 Short Term Disability Income Benefit Calculation

Effective ~~June 1, 1993~~ August 01, 2005, applicable monthly benefits are calculated as

~~66.7~~ 65% of monthly salary up to \$2,500 per month the first \$55,000
plus
~~50%~~ of monthly salary above \$2,500 per month 55% of over \$55,000 up to \$1,385
per month

Monthly salary is calculated as follows:

9.5.2.2.2 Regular Full-time Employees

Annual Salary per 7.3 and 7.3A (excluding overloads)
12

9.5.2.2.3 Regular Part-time Employees

A x X
12

where A = Section Salary per 7.3 and 7.3A
where X = Number of Sections assigned or appointed, whichever is higher, during
current academic year.

9.5.2.2.4 Non-Regular Employees

A x Y
6

where A = Section Salary per 7.3 and 7.3A
where Y = Number of Sections assigned or appointed, whichever is higher, during
current academic term.

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Article 18 ~~EARLY RETIREMENT PLAN~~

18.1 ~~In the event the University agrees to provide an early retirement allowance to an employee, the retirement allowance shall be negotiated between the University and the Union. For the purpose of expending funds allocated for early retirement under this Collective Agreement, the College shall accept and approve, on the basis of seniority as applied in 18.1.2, applications for early retirement of employees meeting the qualifications of 18.1.1~~

18.1.1 ~~Eligibility:~~

- ~~• An employee must be at the highest achievable step of the salary scale;~~
- ~~• An employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute System~~
- ~~• An employee must elect to cease employment with the College for purposes of retirement, unless 18.1.2 applies, and~~
- ~~• An employee must be age 55 or older.~~

18.1.2 ~~For the purposes of Article 18 seniority is measured in accordance with 11.8.6 unless an employee qualifying under 18.1.1 can establish through certification of a physician jointly agreed upon by the Union and the College that the employee has significant outstanding health problems that would make continued employment at the College detrimental to the employee's medical condition. This employee shall have his/her seniority adjusted to 1.25 times seniority as measured by 11.8.6.~~

18.1.3 ~~Employees accepting early retirement after the application of Article 18.1.2 cannot return to work at the College.~~

18.2 ~~AGREEMENT~~

18.2.1 ~~An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the College.~~

18.2.2 ~~Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.~~

18.2.3 ~~Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.~~

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18.3 BENEFIT OPTIONS

18.3.1 Lump Sum Payment (OPTION "A")

The retirement benefit will be paid in one sum on the date of retirement or, on an agreed-upon deferred date or in predetermined installments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

<i>Age of Retirement</i>	<i>Payout</i>
55 to 59	100% of annual salary
60	80% of annual salary
61	60% of annual salary
62	40% of annual salary
63	20% of annual salary
64	0% of annual salary

18.3.2 Purchase of Past Service Contributions for Early Retirement (OPTION "B")

The College will purchase, on behalf of the employee, past service contributions to the College Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

18.2 FINANCIAL COUNSELLING

Each employee who accepts one of the foregoing incentives ~~a retirement package under article 18.1~~ one of the foregoing incentives is entitled to attend, with their spouse or another individual who advises the employee on his/her finances, a Financial Planning Workshop and to receive subsequent personal financial consultations conducted by a firm of qualified financial planners or consultants. Fees for the consultative sessions to a maximum of \$400 per session will be borne by the College-University.

18.5 EARLY RETIREMENT FUND

18.5.1 The College shall maintain an early retirement fund to fund early retirements under Article 18. The College shall add to this fund the following:

18.5.1.1 Thirty Thousand dollars (\$30,000) per year; and

18.5.1.2 Any amounts received by the College and specifically designated for the early retirement of its faculty.

18.5.2 The College shall deduct from this fund the amount of early retirement benefit options disbursed.

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- ~~18.5.3 — The College shall maintain records for the Early Retirement Fund. The Union shall be provided with an annual reconciliation summarizing the changes in the Early Retirement Fund. The Union shall be given access to the supporting records upon request.~~
- ~~20.1.3 — An amount equal to the College's contribution to the College Pension Plan for the workload of the retired employee subsequently hired as a non-regular employee will be added to the Early Retirement Fund under 18.5.~~

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Article 21 TRUST FUNDS

21.1 The ~~College~~ University and the Union agree that monies owed to faculty as per 21.4 are to be held in trust for the benefit of faculty. The trust is to be jointly administered in accordance with the terms and conditions below.

21.2 ADMINISTRATION

21.2.1 The ~~College~~ University shall continue to administer and account for the ongoing aspects of the trust amounts. The ~~College~~ University shall provide the Union with an annual reconciliation summarizing the changes in the trust amounts and shall give the Union access to the supporting records upon request. All information required to be given to the Union under this letter of agreement shall be at no cost to the Union.

21.2.2 Annually, prior to October 15, the ~~College~~ University shall inform the Union of the amount of benefit (21.4) generated by the holding of the trust and add this amount to the Benefit Trust Fund (21.3).

21.3 BENEFIT TRUST FUND

21.3.1 The Benefit Trust Fund is an ongoing trust fund maintained by the ~~College~~ University on behalf of the Union. The use of this fund for any or all of the approved purposes of 21.3.3 is at the discretion of the Union. The Union will make every reasonable effort to allocate the annual benefit amount by December 15.

21.3.2 The ~~College~~ University shall maintain records for the Benefit Trust Fund. Separate sub-accounts shall be maintained for each approved purpose. The ~~College~~ University shall provide the Union with an annual reconciliation summarizing the changes in the Benefit Trust Fund and its sub-account balances and give the Union access to the supporting records upon request.

21.3.2.1 The balance of these accounts is an ongoing liability of the ~~College~~ University. The balances shall carry forward until used as intended or reallocated by the Union.

21.3.3 Approved Purposes

The approved purposes are:

- The purchase of the ~~College's~~ University's portion of College Pension Plan past service for faculty employed as of July 31, 1995, who, prior to 1989, were unable to enrol in the College Pension Plan;
- The purchase of the employer's portion of the College Pension Plan past service for faculty employed as of July 31, 1995 who, prior to 1989 did not join the College Pension Plan.

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- Retraining for continuing employees facing the loss of work due to reduction or changing curriculum requirements;
- Retraining for continuing employees to meet new minimum credential requirements or to facilitate their return to duties in other areas of the College University;
- Reimbursement of continuing employees for professional development expenses on the basis of sections worked;
- Contribution to a matching Grants Fund to encourage the use of Article 24, Educational Partnership;
- Additional contributions to the Paid Educational Leave Fund (10.4.1.1.4);
- ~~Additional contributions to the Early Retirement Fund (18.5);~~
- Other purposes as mutually agreed to by the College University and the Union.

21.4 ANNUAL BENEFIT

- 21.4.1 The annual benefit amount is ~~determined by adding~~ the deemed investment revenue (21.4.2) ~~to the aggregate deemed early retirement salary savings (21.4.3).~~
- 21.4.2 The deemed investment revenue is determined by multiplying the trust fund base (21.4.2.1) by the trust fund interest rate (21.4.2.2).
- 21.4.2.1 The trust fund base is the sum of the following amounts measured on July 31 of each year:
- 21.4.2.1.1 The value of sections not yet paid to employees as a result of banked 6.11.2 overloads;
- 21.4.2.1.2 ~~The unspent balance of the Early Retirement Fund (18.5);~~
- 21.4.2.1.32 The unspent balance of the professional development flexible benefits spending accounts (9.4.3-9.4.5.1);
- 21.4.2.1.43 The unspent balance of one-time amounts identified by the University for faculty;
- 21.4.2.1.54 The unspent balance of the Benefit Trust Fund and its sub-accounts.

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21.4.2.2 The trust fund interest rate shall be the rate for the third quarter prescribed by Revenue Canada in regulation 4301(b), the rate applicable to refunds made by the Minister.

~~21.4.3 The aggregate deemed early retirement salary savings shall be computed each year as the sum of the following resulting from each early retirement made under Article 18, unless 21.4.4 applies:~~

~~21.4.3.1 In the first year following an early retirement, the difference between step 1 per section and step 7 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;~~

~~21.4.3.2 In the second year following an early retirement, the difference between step 1 per section and step 6 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;~~

~~21.4.3.3 In the third year following an early retirement, the difference between step 1 per section and step 5 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;~~

~~21.4.3.4 In the fourth year following an early retirement, the difference between step 1 per section and step 5 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;~~

~~21.4.3.5 In the fifth year following an early retirement, the difference between step 1 per section and step 2 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement.~~

~~21.4.4 Where there is obviously a particular replacement employee, then the savings is the difference between step 1 per section and the step of the replacement employee at the time of initial replacement multiplied by the number of sections committed to the early retiree immediately prior to retirement. After each year following the retirement the step level of the replacement employee is increased by one (1) for the purposes of this calculation.~~

~~21.4.5 If the College and Union mutually agree to calculate and fund a lump sum savings of the above, then the current salary scales shall apply to the calculation.~~

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10.2 PARENTAL LEAVE (see 2.8)

See also Article 8 of the 2010-2012 Common Agreement – ~~excerpts in Appendix F.~~

10.2.1 Application

~~10.2.1.1 All provisions of this article apply equally to male and female employees.~~

10.2.1.21 Parental leaves may be full-time or part-time leaves from the University.

10.2.2 Entitlement

10.2.2.1 Prior to the Date of Birth

10.2.2.1.1 A pregnant employee, unless she requests such to be deferred, is entitled to parental leave without pay eleven (11) weeks before the expected ~~period of confinement~~ date of birth.

10.2.2.1.2 A pregnant employee is entitled to an additional period of up to seventeen (17) weeks of parental leave, without pay, before the ~~period of confinement~~ expected date of birth. Such additional leave will accommodate the commencement of the employee's assignment period. Employees with a pregnant spouse are entitled to parental leave, without pay, upon date of birth ~~confinement of the pregnant spouse~~.

10.2.2.2 After the Date of Birth or Adoption

10.2.2.2.1 An employee shall be entitled to Parental Leave without pay for a period of up to ~~three~~ two (32) years following the ~~date of birth or adoption of his/her child~~ statutory leave.

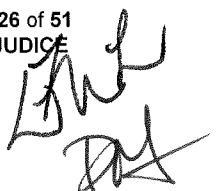
10.2.2.2.2 The ~~College~~ University shall be notified of the date of return to work after Parental Leave as follows:

10.2.2.2.2.1 With respect to a one year leave:

- in a maternity situation, not later than eighteen (18) weeks after the commencement of the leave;
- in a non-maternity situation, not later than eighteen (18) weeks after the commencement of the leave.

10.2.2.2.2.2 With respect to the second and third years of the leave:

- in both a maternity and non-maternity situation, not later than eighteen (18) weeks prior to the expiry of the first or second year's leave.



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10.2.2.2.3 With respect to leaves shorter than one year:

- in both a maternity and non-maternity situation, not later than nine (9) weeks after the commencement of the leave.

10.2.2.3 On the Date of Birth or Adoption

An employee not exercising any other entitlement under this Article shall be granted a one (1) day leave with pay on, or immediately prior to or after the date of, birth or adoption of his/her child. A further two (2) days leave with pay shall be granted provided the duties of the employee are discharged at these normally scheduled times at no cost to the ~~College~~ University.

10.2.3 Employment Standards Act

Subject to 9.10.4.2.2, Part 6 (Pregnancy and Parental Leave) of the Employment Standards Act at the date of signing of the Agreement shall in all applicable circumstances govern.

10.2.4 Cessation

Parental Leave shall cease when the employee:

10.2.4.1 resigns during the period of leave.

10.2.4.2 elects not to return to his/her position at expiry of leave, or fails to do so within the prescribed time limit.

10.2.5 Application of Sick Leave

Any pregnant employee may use her bank of thirty (30) teaching or contact sick days towards maternity and/or any pregnancy related illness.

10.2.6 Benefits Continuation

~~See article 9.10.4.~~ For the first (1st) year leave article 9.10.4.2.1 applies
For the second (2nd) year leave article 8.3 of 2010-2012 Common Agreement applies.
For the third (3rd) year leave article 9.10.4.2.2 applies.

APPENDIX F

Delete Appendix F – Parental Leave

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[Delete old scales and insert new scales in Article 7.3 and Appendix B.]

7.3 SALARY SCHEDULE

7.3.1 Effective April 1, 2007

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	78,729	1,575	80,304	10,038	110.42	53.12
2	74,795	1,496	76,291	9,537	104.91	50.47
3	69,671	1,393	71,064	8,883	97.72	47.00
4	66,819	1,336	68,155	8,520	93.72	45.08
5	64,372	1,287	65,659	8,208	90.29	43.43
6	61,925	1,239	63,164	7,896	86.86	41.78
7	59,477	1,190	60,667	7,584	83.43	40.13
8	57,030	1,141	58,171	7,272	80.00	38.48
9	54,583	1,092	55,675	6,960	76.56	36.83
10	52,135	1,043	53,178	6,648	73.13	35.18
11	49,688	994	50,682	6,336	69.70	33.53

7.3.2 Effective April 1, 2008

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	80,972	1,619	82,591	10,324	113.56	54.62
2	76,366	1,527	77,893	9,737	107.11	51.52
3	71,134	1,423	72,557	9,070	99.77	47.99
4	68,223	1,364	69,587	8,698	95.68	46.02
5	65,724	1,314	67,038	8,380	92.18	44.34
6	63,225	1,265	64,490	8,061	88.67	42.65
7	60,726	1,215	61,941	7,743	85.17	40.97
8	58,228	1,165	59,393	7,424	81.66	39.28
9	55,729	1,115	56,844	7,106	78.17	37.60
10	53,230	1,065	54,295	6,787	74.66	35.91
11	50,731	1,015	51,746	6,468	71.15	34.22

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7.3.3 — Effective April 1, 2009

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	83,231	1,665	84,896	10,612	116.74	56.15
2	77,970	1,559	79,529	9,942	109.37	52.61
3	72,628	1,453	74,081	9,261	101.88	49.00
4	69,655	1,393	71,048	8,881	97.70	46.99
5	67,104	1,342	68,446	8,556	94.12	45.27
6	64,553	1,291	65,844	8,231	90.55	43.56
7	62,002	1,240	63,242	7,906	86.97	41.84
8	59,450	1,189	60,639	7,580	83.38	40.11
9	56,899	1,138	58,037	7,255	79.81	38.39
10	54,348	1,087	55,435	6,930	76.23	36.67
11	51,797	1,036	52,833	6,605	72.66	34.95

7.3.3.2 Laboratory Supervisors and Instructional Associates are paid at a rate of .85 on the Instructor/Counsellor/Librarian and Special Appointee Salary Schedule in 7.3 and 7.3A (see Schedule Appendix B).

7.3A PRIVATE MUSIC INSTRUCTION SALARY SCHEDULE

7.3A.1 — Effective April 1, 2007

Step	Per Hour	Per Section	Per Annum
1	53.45	5,345	42,760
2	51.45	5,145	41,160
3	49.52	4,952	39,616
4	47.70	4,770	38,160
5	45.92	4,592	36,736

Section rates are based on 100 per section. Per annum rates are based on 8 sections per annum.

7.3A.2 Effective April 1, 2008

Step	Per Hour	Per Section	Per Annum
1	54.57	5,457	43,656
2	52.53	5,253	42,024

Handwritten signature/initials

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3	50.56	5,056	40,448
4	48.70	4,870	38,960
5	46.88	4,688	37,504

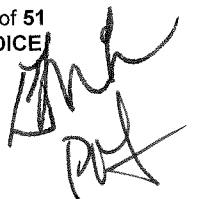
7.3A.3 Effective April 1, 2009

Step	Per Hour	Per Section	Per Annum
1	55.72	5,572	44,576
2	53.63	5,363	42,904
3	51.62	5,162	41,296
4	49.72	4,972	39,776
5	47.87	4,787	38,296

7.3A.4 Effective August 1, 2001, the rate per instructional hour is based on there being one hundred (100) instructional hours per section. This rate includes an allowance for hours necessary to perform the duties of 6.4A.1.2. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status.

2.1.6.2 Auxiliary employees are paid an hourly rate at ~~Step 13 until March 31, 2002 and Step 10 from April 1, 2002 onward~~ based on the step with the lowest Combined Per Annum salary for the applicable classification of the work being performed pursuant to article 7.

8.4.4.1 The initial appointment for a non-regular employee is at ~~Step 13 until March 31, 2002 and Step 10 from April 1, 2002 onward~~ the step with the lowest Combined Per Annum salary for the applicable classification of the work being performed pursuant to article 7.



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APPENDIX B

SALARY SCHEDULE FOR LABORATORY SUPERVISORS AND INSTRUCTIONAL ASSOCIATES

LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES
Effective April 1, 2007

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour
1	66,920	1,338	68,258	8,533	45.15
2	63,576	1,272	64,848	8,106	42.89
3	59,220	1,184	60,404	7,551	39.96
4	56,796	1,136	57,932	7,242	38.32
5	54,716	1,094	55,810	6,977	36.92
6	52,636	1,053	53,689	6,712	35.52
7	50,555	1,011	51,566	6,446	34.11
8	48,476	970	49,446	6,181	32.71
9	46,396	928	47,324	5,916	31.31
10	44,315	886	45,201	5,651	29.90
11	42,235	845	43,080	5,385	28.50

LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES
Effective April 1, 2008

Step	.85 of Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour
1	68,826	1,377	70,203	8,776	46.44
2	64,911	1,298	66,209	8,277	43.80
3	60,464	1,209	61,673	7,710	40.80
4	57,990	1,160	59,150	7,394	39.13
5	55,865	1,117	56,982	7,123	37.69
6	53,741	1,075	54,816	6,852	36.26
7	51,617	1,032	52,649	6,582	34.83
8	49,494	990	50,484	6,311	33.40
9	47,370	947	48,317	6,040	31.96
10	45,246	905	46,151	5,769	30.53
11	43,121	862	43,983	5,498	29.09

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LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES
Effective April 1, 2009

Step	.85 of Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Non-Inst. Hour
1	70,746	1,415	72,161	9021	47.74
2	66,275	1,326	67,601	8451	44.72
3	61,734	1,235	62,969	7872	41.66
4	59,207	1,184	60,391	7549	39.95
5	57,038	1,141	58,179	7273	38.49
6	54,870	1,097	55,967	6996	37.02
7	52,702	1,054	53,756	6720	35.56
8	50,533	1,011	51,544	6443	34.09
9	48,364	967	49,331	6167	32.63
10	46,196	924	47,120	5890	31.17
11	44,027	881	44,908	5614	29.71

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6.8.8 Dual Location

Insert: Article 6.8.8 does not apply for the 2010-2014 collective agreement as per MOA: Multi-Location

7.7 COMPENSATION FOR MULTI-LOCATION WORK

Insert: Article 7.7 does not apply for the 2010-2014 collective agreement as per MOA: Multi-Location

11.5.6.3.3 The guidance and subsequent evaluation for employees on probation shall commence in the next term with an instructional assignment and, in the event the alerting and guidance is not complete at the end of the probationary period, the probationary period will be automatically extended to the end of the alerting and guidance. The guidance and subsequent evaluation for employees not on probation shall occur in the next ~~academic~~ evaluation year.

11.5.6.4 **New Evaluation Cycle**

This housekeeping change is withdrawn on a without prejudice.

11.6 TERMINATION AND SUSPENSION

11.6.1 Union Representation

At any disciplinary meeting between an employee and ~~the College~~ the University, the employee has a right to be represented by a steward or officer of the Union.

11.6.2 Resignation

A regular employee who resigns shall give at least six (6) 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 ~~at age sixty-five (65) or earlier~~, the retirement shall coincide with the end of the term and s/he must give at least six (6) months' notice in writing to the President. These provisions may be waived or the date altered by mutual consent in writing.

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11.6.4

Suspension

In conformity with Part 4 11, Section 37 60(1) of the ~~College and Institute~~ University *Act*, the President may suspend an employee. The President shall provide a written notice of suspension to the employee at or before the time of said suspension, and will, within two (2) working days, provide his/her reasons in writing for levying the suspension, on the understanding that a copy of the letter will then be placed in the employee's ~~evaluation~~ personnel file. The employee may grieve the suspension and, in conformity with provisions of the Act, may appeal to the ~~College~~ University Board.

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2.1.3.2 Housekeeping change withdrawn on a without prejudice basis.

11.7 **REGULARIZATION**

Housekeeping change withdrawn on a without prejudice basis.

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[Housekeeping Subcommittee to review and amend article references only.]

APPENDIX D

10.6 - FACULTY/EMPLOYEE EXCHANGES (see 2.8)

NOTE: The Collective Agreement Numbers below refer to the numbers in the March 31, 1984-July 31, 1989 Collective Agreement.

For the purpose of implementing 10.6:

1. The following are the principles governing exchanges for employees under this Agreement:
 - 1.1 It is the policy of the University to encourage and facilitate exchanges of Capilano University employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the University. Faculty exchanges are viewed as, and should take the form of, professional development activities (rather than as concessions or awards to employees).
 - 1.2 Faculty exchange proposals may be initiated by an employee, a department, or any other unit of the University; however, no faculty exchange shall be authorized without the approval of the department which shall agree to serve as host for the incoming faculty member. An exchange proposal for a Capilano University employee requires the formal approval of the President.
 - 1.3 In general terms, a Capilano University employee on exchange at another institution shall remain an employee of the University for purposes of union membership, basic compensation and employee benefits, but agree to working conditions of the host institution while on exchange; equally, incoming exchange faculty remain employees of their own institutions but agree to the working conditions of Capilano University while on exchange here.
 - 1.4 A Capilano University employee who participates in an exchange must agree to remain in the employ of the University for a minimum of one year following completion of the exchange.
2. The following are the basic procedures to be used for the implementation of faculty exchanges:
 - 2.1 Applications for exchange are addressed to the functional area Coordinator.
 - 2.2 A faculty exchange will be authorized only with departmental approval of the assignments and periods of exchange for both employee and faculty member concerned, normally at least four (4) months in advance of the exchange. The Union shall be advised of all exchange employees and of persons coming to the University on exchange.
 - 2.3 The employee on exchange shall remain an employee of Capilano University, shall continue to receive salary and eligible employee benefits, and shall accept responsibility for all employee benefit coverage not provided by employee benefit programs of the University; the University will assist all employees considering exchanges in all matters related to employee benefit coverage. In the event of a possible work stoppage or other circumstances that could adversely

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CAPILANO UNIVERSITY PACKAGE PROPOSAL

affect the salary or benefits of an employee on exchange, the University shall advise the employee of the circumstance as far in advance as possible.

- 2.4 For purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
- 2.5 Formal evaluation of performance of employees on exchange will be waived.
- 2.6 Specific professional development projects will not be required of employees on exchange, although a period of professional development may be included in an exchange assignment.
- 2.7 A report to the department and to the Dean on the experiences while on exchange shall be required of all employees returning from exchange. The character of this report shall be established by the employees, the department and the Dean as part of the determination of the assignment on exchange.
- 2.8 Although the University makes no commitment to defraying costs incurred by an employee on exchange, it will consider some financial support for such.
- 2.9 The process of selecting exchange faculty members from other institutions should be similar to that for faculty appointments to Capilano University. A review of credentials and some substitute for a personal interview by the host department of Capilano University will be required.
- 2.10 The University will waive all tuition costs of courses for the dependents of faculty members on exchange at Capilano University.
- 2.11 The University shall make available to any department hosting an exchange faculty member a small budget to assist the department in its hosting responsibilities.
- 2.12 The University shall maintain an information clearing house on faculty exchange possibilities and shall distribute an informational newsletter on exchanges to employees from time to time.
- 2.13 If an exchange, for whatever reasons, is not working, the institutions shall bear the responsibility without penalty to the exchange person or to the host departments.
3. The terms of this Agreement, as they apply to Capilano University Union members on exchange, are as follows:

Article 1, 2, 3, 4, 6.6.1, 6.8.1,
6.8.2, 6.8.7, 6.8.8, 6.8.12,
6.8.13, 6.8.14, 6.8.15, 6.8.16,
6.8.17, 7.1, 7.2, 10.5.4, 11.1,
11.2, 11.4, 14, 20, 21, 22

N/A

Article 5

An employee on exchange shall waive their right to grieve, under

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this article, conditions in the host institution; they shall, of course, retain their right to grieve conditions in the home institution via the home institution's procedures.

Article 6.1,
6.2, 6.3, 6.4, 6.4A, 6.5, 6.6.2,
6.6.3, 6.8.3, 6.10, 6.11, 6.14,
7.6, 7.7, 7.8, 13, 15, 17, 23

Conditions of the host institution should apply.

6.7

An employee on exchange shall not be permitted to be a Coordinator while on exchange.

6.8.4,
6.8.5, 6.8.6, 6.8.9, 6.8.10,
6.8.11, 6.8.14

1. The assignment dates of the host institution should apply.
2. Should the host institution deem that a reassignment is necessary, the onus shall be on the host institution to produce a reassignment satisfactory to the employee on exchange and that employee shall waive the right to grieve the reassignment.

6.9

(Professional Development): Recognizing that an exchange is a professional development activity per se, the normal professional development requirements of both institutions should be waived; the substance and timing of specific professional development activities should be included in the original assignments of the exchange individuals.

6.12

Anything banked under this shall automatically be paid out by the University at the end of the exchange; conditions of the host institution apply.

6.13

Institutions should agree that this will not be used for exchange individuals.

7.3

Conditions of home institution shall apply. All subsections for our faculty should be spelled out in the assignment prior to the approval of the exchange.

7.4

Conditions of host institution should apply; a faculty member here shall not be assigned summer coordination.

7.5, 7.9, 7.10, 8, 10.1, 10.2,
10.5.2, 11.6, 11.7, 16, 18, 19,
24, Appendix B

Conditions of the home institution should apply.

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- 9 Conditions of the home institution should apply. The applicability of benefits for employees on exchange should be determined in advance.
- 10.3 In principle, host institution should accept responsibility to attempt coverage as at home institution. Applicability should be determined in advance.
- 10.4 Should not be implemented while on exchange.
- 10.5.2 Conditions of the home institution should apply.
10.5.3, Conditions of the host institution should apply (interpreting these
10.5.5 leaves as working conditions rather than benefits).
- 11.3 N/A; however, our policy should ensure that faculty members accepted here on exchange should be selected by a process similar to, or a variation of, our selection process.
- 11.5 There should be no evaluation by either institution for an employee on exchange; rather, an employee's contract shall be extended for the length of time s/he has been on exchange.
- 11.8 An employee on exchange shall be entitled to the same notice as other members of the bargaining unit, conditions of the home institution should apply.
- 12.1 If part of the assignment, conditions of the host institution should apply because the institution normally holds the copyright in the first instance.
- 13 Conditions of the host institution should apply.
- Appendix A Capilano University employees remain employees of the University and members of the bargaining unit.

These principles, procedures, and terms may be modified at any time by agreement between the parties to this Agreement.

SCHEDULE A
2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

Article 15 SEXUAL HARASSMENT

See Article 2 – “Harassment” in the 2010-2012 Common Agreement attached to and Appendix E Harassment Policy and Procedures this Collective Agreement. ~~Appendix E procedures will remain in force until the College and the Union have agreed to new procedures under the new Harassment language in the Common Agreement.~~

APPENDIX E

SEXUAL HARASSMENT POLICY AND PROCEDURES

1. Statement of Commitment

- ~~_____ The College promotes teaching, scholarship and research and the free and critical discussion of ideas.~~
- ~~_____ The Union and the College are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.~~
- ~~_____ The College will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the college community are aware of their responsibility with respect to the policy.~~

2. Definitions

- 2.1** ~~_____ Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights code [R.S.B.C. 1996 c.210].~~
- ~~_____ Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:~~
- ~~_____ a. is abusive or demeaning;~~
 - ~~_____ b. would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;~~
 - ~~_____ c. creates a poisoned environment.~~
- ~~_____ As of this date, the grounds protected against discrimination by BC’s Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief,~~

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CAPILANO UNIVERSITY PACKAGE PROPOSAL

~~religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.~~

~~2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and~~

~~_____ a. which interferes with another person's participation in an institution-related activity;~~

~~_____ or _____~~

~~_____ b. leads to or implies employment or academically-related consequences for the person harassed;~~

~~_____ or _____~~

~~_____ c. which creates a poisoned environment.~~

~~3. Procedures~~

~~3.1 1.1 Complaints~~

A member of the College community who believes that s/he has a complaint of sexual harassment is encouraged to make a direct request of the harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Conflict Resolution Advisor.

~~3.2 1.2 Informal Mediation~~

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- where the parties agree to mediation, the matter will be mediated by the Conflict Resolution Advisor, unless the parties agree otherwise;
- the mediation process and resolution will be kept strictly confidential by all participants;
- where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

~~3.3 1.3 Informal Mediation Process~~

~~3.3.1 Informal Mediation~~

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The Conflict Resolution Advisor will assist all parties involved in allegations of sexual harassment, in determining the basis, if any, for a complaint of sexual harassment; in formulating the complaint and/or response; and by explaining the options available through College University policy or Collective Agreements. With a written agreement of the complainant, the Advisor may discuss the complaint with the alleged harasser (the respondent) in an effort to reach a mutually acceptable resolution without recourse to formal procedures.

Following consultation with the Conflict Resolution Advisor the complainant has the following options:

- to proceed to formal mediation (see Article 2.0 of the 2010-2012 Common Agreement);
- to proceed to formal administrative action;
- not to take further action.

If the complainant decides to take no further action, the Advisor will not proceed and the matter will be closed.

If the matter becomes the subject of any other conflict resolution procedure, including the subject of a charge laid pursuant to the Criminal Code of Canada, the Advisor shall not take any further action until the other process has been concluded and further action is requested by the complainant.

3.3.2 Formal Mediation

~~———— If a complainant wishes to proceed to informal mediation, the following shall occur:~~

~~———— The complainant must provide the Advisor with a written complaint giving details of the alleged sexual harassment as defined in Section 2 of the Sexual Harassment Policy, including dates, times, places, names of individuals involved in the incident(s), names of any witnesses and any other relevant information.~~

~~———— Within five working days from the date of receipt of the written complaint, the Advisor shall inform the respondent of the allegation(s) and shall provide the respondent with a copy of the written complaint.~~

~~———— Within ten working days of the action in 3.2 above, the Advisor shall, if the respondent agrees, select a mediator from a list of potential mediators and shall receive agreement of the choice of mediator from both the complainant and the respondent. The mediator chosen must be unbiased and independent of both parties. The list of mediators shall be established by the President following consultation with the President's Advisory Committee on Sexual Harassment and the Conflict Resolution Advisor.~~

~~———— Within a period of thirty working days from the date of appointment of the mediator under 3.3 above, the mediation process shall be concluded. The options for resolution shall be of a voluntary or informal nature and shall not include the power of formal administrative action~~

SCHEDULE A
2 – HOUSEKEEPING
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~~such as discipline. If resolution is achieved as a result of mediation, a written copy of the resolution shall be signed by the complainant and the respondent. A copy of the written complaint, the mediators report and the resolution shall be maintained by the Advisor in a confidential file for a period of six (6) years from the date of mediation and shall be destroyed thereafter.~~

4. — Investigation

~~4.1 Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, an investigator will be selected from a list of investigators agreed upon by the local parties. Where the local parties are unable to agree on a list of investigators, JADRC will determine the list.~~

~~— An investigator will be appointed within ten (10) working days of referral. The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.~~

~~— Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue.~~

4.2 — Terms of Reference of the Investigator

- ~~— a. The purpose of the investigator will be to ascertain facts.~~
- ~~— b. All persons quoted in the investigation will be named.~~
- ~~— c. The Institution, the complainant, the alleged harasser and the Union will each receive a copy of the investigator's report as well as the Employer's written determination as outlined in 2.4 below.~~
- ~~— d. The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.~~
- ~~— e. Reliance of Report of Third Party Investigator~~
 - ~~— Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.~~
 - ~~— The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the Union.~~
- ~~— f. The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.~~
- ~~— g. The investigator will conclude her/his work within ten (10) days of appointment, and will render a report within a further five (5) days.~~
- ~~— h. The investigator may, as part of her/his report, make recommendations for resolution of the complaint.~~
- ~~— i. The investigator's report will not be placed on an employee's file.~~

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4.3 — Findings

~~4.3.1 — The Employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report.~~

~~4.3.2 — The determination will:~~

- ~~—— a. state the action(s), if any, to be taken or required by the Employer;~~
- ~~—— b. include, where appropriate, a statement of exoneration.~~

5. — Rights of the Parties

~~5.1 — These procedures may not be used where a complainant has filed a complaint under the Human Rights Code.~~

~~5.2 — The above noted procedure does not restrict:~~

- ~~—— a. the Employer's right to take disciplinary action;~~
- ~~—— b. the Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.~~

6. — False Complaints, Breaches of Confidentiality and Retaliatory Action

~~—— Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.~~

7. — Local Discussion

~~—— The local parties will meet within thirty (30) days of ratification of this Agreement to review the administration and other aspects of the application of this article including issues arising under 2.8 below. The local parties may refer any differences over the administration or application of this article to JADRC for resolution.~~

8. — Relation to Other Agreements

~~—— Where a complaint under Article 2 involves individuals who are covered by another Collective Agreement the local parties will meet to clarify and agree upon a procedure.~~

SCHEDULE A
2 – HOUSEKEEPING
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LETTER OF AGREEMENT

BETWEEN

**CAPILANO COLLEGE UNIVERSITY
AND
CAPILANO COLLEGE UNIVERSITY FACULTY ASSOCIATION**

Re: 6.2.2.2.1 – SCHEDULED ABE HOURS

The parties agree that the College will be bound by past practice in its administration of 6.2.2.2.1.

This agreement shall not expire with future Collective Agreements and does not need to be renewed to remain in effect.

Executed this 23rd day of June, 1995.

LETTER OF INTENT

BETWEEN

**CAPILANO COLLEGE UNIVERSITY
AND
CAPILANO COLLEGE UNIVERSITY FACULTY ASSOCIATION**

Re: COORDINATOR TRAINING

The Parties agree that regular training sessions to develop the skills and knowledge to carry out the functions of Coordinators are beneficial.

A committee of 2 Union representatives and 2 College representatives will meet to:

- Identify areas where training is desirable
- Develop methods to deliver the training
- Evaluate the training sessions

~~EXECUTED~~ this 16th day of May, 2005

SCHEDULE A
2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

LETTER OF INTENT

**BETWEEN
CAPILANO COLLEGEUNIVERSITY
AND
CAPILANO COLLEGEUNIVERSITY FACULTY ASSOCIATION**

**Re: LINKAGES TO THE COORDINATORS' MANUAL, COLLEGE POLICY
AND PAST PRACTICE**

Insertions to the Coordinators' Manual (CM)

CM-Section 4.8.2-Annual Proposals – Add the following wording: “Professional Development can include Union activities when these relate to the employee’s professional development.”

CM-Section 4.11.1 – Add the **NREG: Non-expiry of Rights** paper.

College Policy

Revise Administration Reference Memo 1016

Provided there are no alternative childcare arrangements that can be made, the College will reimburse childcare expense when the College requires a faculty employee to work outside of his or her normal working times. The amount cannot exceed the minimum hourly wage per hour.

Continuation of Past Practice

Re: Article 11.7.1.1 and Article 11.7.3.1

The College proposes to continue the practice of topping up the commitment of an employee provided they sign the agreement to work over three (3) terms.

Re: Office hours through e-mail

The parties agree to continue past practice with reference to the above proposal.

Re: Article 6.14 – Substitution

The parties agree to respect the principles embodied in the Gelin memo.

Without Prejudice

EXECUTED this 16th day of May, 2005

SCHEDULE A
2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

**BETWEEN
CAPILANO COLLEGE UNIVERSITY
AND
CAPILANO COLLEGE UNIVERSITY FACULTY ASSOCIATION**

Letter of Agreement re: Linkages to the 2010-2012 Common Agreement

Effective date of ratification, the Parties agree to the provisions of the 2010-2012 Common Agreement except as modified herein and by the 2012 FPSE Compensation Template Table Agreement:

1. Common Faculty Professional Development Fund Article 16, clause 3.1 - Fund shall be amended to:
 - (a) "The Fund will be set at zero point two percent (0.2%) of faculty salaries.
2. Article 9.2.1 – Specific Benefits of the 2010-2012 Common Agreement shall not apply except as necessary for the application of Article 9.2.2.
3. Notwithstanding 2 above:
 - a. Life insurance and AD&D will be as per article 9.4.7.1 and 9.4.7.2 of the local agreement until 11:59 pm on March 31, 2014;
 - b. Since the Capilano University/CFA Collective Agreement and its faculty benefits plan treat Vision Care coverage differently than do the collective agreements and benefits plan of the parties to the 2010-2012 Common Agreement, the value of \$17,726 will be allocated annually to fund the changes in Private Music Instructors (see below). Any remaining amounts will be allocated to the Trust Fund as in Article 21.

The cost of benefits, scale placement and step advancement for Private Music Instructors will be calculated at eighty-eight (88) hours per section and will be paid from the amount for vision care coverage referred to in #5 above. These costs will be mutually agreed.
4. Article 9.3 – Disability Benefits of the 2010-2012 Common Agreement shall apply except as modified in this local agreement in Article 9.5.
5. Article 11 – Early Retirement Incentive of the 2010-2012 Common Agreement shall not apply.

SCHEDULE A
2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

6. Article 6.6: Educational Technology / Distributed Learning

6.6.1

It is understood that the phrase defining Distributed Learning in this and all following articles also refers to Educational Technology activities.

6.6.4/ 6.6.5

It is understood that the employer determines what is “necessary”.

7. Article 7: Leaves

7.1 Definitions

It is understood that “stepchild, stepchild in-law” refers to “stepchildren, step children’s spouses”.

8. Article 8: Parental Leave

8.1.1 Definitions

(b) It is understood that base salary does not include stipends, overloads etc...

9. Article 14: International Education

It is understood that this Article shall govern the terms and conditions for employees originally hired at BC campuses who travel outside Canada and the US.

14.2 Expenses

It is understood that travel and other expenses referred to do not include those expenses incurred when an employee is living in another country.

14.5 Orientation and Return

It is understood that when travel is to Mexico, the employee may not require three (3) working days inclusive of travel.

10. Article 15: Health and Safety Equipment

It is understood that “all” relates to appropriate Health and Safety apparel and equipment required by Worker’s Compensation.

SCHEDULE A
2 – HOUSEKEEPING
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LETTER OF AGREEMENT

**BETWEEN
CAPILANO COLLEGE UNIVERSITY
AND
CAPILANO COLLEGE UNIVERSITY FACULTY ASSOCIATION**

MULTI-LOCATION

Commencing on August 1, 2007, Articles 6.8.8 and 7.7 of the Collective Agreement will be suspended and have no force or effect for the term of this Agreement. These Articles will be replaced by the following:

MULTI-LOCATION and MULTI-SITE WORK

1. For the purpose of this Letter of Agreement, the College shall be deemed to be comprised of the following locations:

- North Vancouver Campus
- Sunshine Coast Campus
- Howe Sound Campus
- Mt. Currie Learning Centre

An employee may be assigned to work at any one location of the College.

- An employee who accepts an instructional assignment to work in more than one location and is required to travel to more than one location in the same week shall be reimbursed for travel expenses at the College's current rate and shall receive a stipend in lieu of reimbursement for other related expenses.
- An employee who accepts an instructional assignment to work in more than two locations and is required to travel to those locations in the same week shall be reimbursed for travel expenses at the College's current rate and shall receive stipends in lieu of reimbursement for other related expenses.

The above two clauses do not apply to:

- employees on reduction
- employees who have appointments at all locations of assignment
- employees who are doing substitution who shall be reimbursed only for travel expenses at the College's current rate unless the substitution becomes an assignment
- employees who are doing non-instruction work shall be reimbursed only for travel expenses at the College's current rate
- employees who reside in the location of an additional assignment. However, if an employee who resides in the location of the additional assignment accepts an instructional

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2 – HOUSEKEEPING
CAPILANO UNIVERSITY PACKAGE PROPOSAL

assignment to work at more than one location on the same day, he/she shall be reimbursed for travel expenses at the College's current rate.

An employee cannot demand, and the College cannot insist, that an employee be assigned to work at more than one location of the College which results in the payment of a stipend.

The stipend, paid on a weekly basis when travel is required, will be sixty dollars (\$60.00)

2. For the purpose of this Letter of Agreement, the North Vancouver location shall be deemed to be comprised of the following sites:

- All sites in the Lower Mainland north of the U.S. border up to and including Vancouver and Burnaby
- The municipalities on the North Shore
 - As far east as Coquitlam, Pitt Meadows, and Surrey (Langley, Maple Ridge and further east are outside of this area)

An employee may be assigned to work at any one site.

An employee who accepts an instructional assignment to work at more than one site on the same day shall be reimbursed in the usual manner for kilometres driven at the College's current rate.

An employee who is required to travel to more than one site for College business not related to an instructional assignment shall be reimbursed in the usual manner for kilometres driven at the College's current rate.

- An employee cannot demand, and the College cannot insist, that an employee be assigned to work at more than two sites.

3. Reimbursement for kilometres traveled between locations and sites will be based on the College's current rate.

CAPILANO UNIVERSITY PACKAGE PROPOSAL

SCHEDULE B.

TENTATIVELY AGREED TO ITEMS AS OF JUNE 10, 2013

E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 1		General Housekeeping	

COLLECTIVE AGREEMENT

THIS AGREEMENT, effective April 1, ~~2007~~ 2010 and entered into on ~~March 14, 2007~~ XXXX XX, XXXX.

BETWEEN:

CAPILANO COLLEGE University, in the Province of British Columbia,

(hereinafter called "THE COLLEGE UNIVERSITY" or "THE COLLEGE UNIVERSITY BOARD")

OF THE FIRST PART

AND:

University
THE CAPILANO COLLEGE FACULTY ASSOCIATION,
In the Province of British Columbia,

(hereinafter called "THE UNION" or "THE CFA")

OF THE SECOND PART

WHEREAS the College University Board is an employer within the meaning of the *Labour Code of British Columbia*;

AND WHEREAS the Capilano University Faculty Association is a Trade Union within the meaning of the said Code and is the bargaining authority for that group of employees engaged as instructors, instructional associates including language laboratory monitors and native speakers, laboratory supervisors, librarians and advisors, including division chairpersons and coordinators, at Capilano College University and its various centres;

E&OE

Without Prejudice

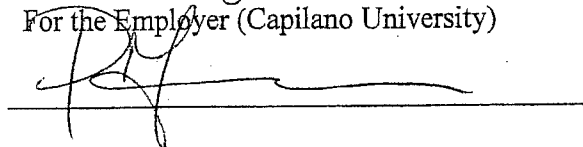
NOW THIS AGREEMENT WITNESSES that the parties hereto agree each with the other as follows:

Signed off this 4 Day of July 20 13

For the Union (SEA)



For the Employer (Capilano University)



E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 3	1.1	Amend	

1.1 TERM AND RE-OPENER

1.1.1 Term

This Agreement shall be binding on the respective parties from April 1, 2007 ~~2010~~ to March 31, ~~2010~~ 2014. 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.

Signed off this 4 Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



HK 2012 – Article 1.1



E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 2		General Housekeeping	

1. Capilano College *change to* Capilano University
2. "Capilano College Faculty Association" *change to* "Capilano University Faculty Association"
3. "CCFA" *change to* "CFA"
4. Media Centre *change to* Library

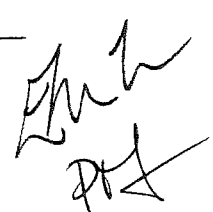
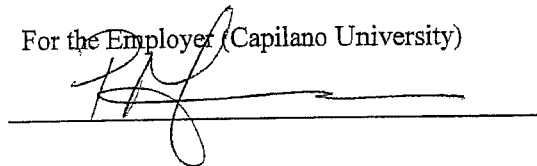
Signed off this 4 Day of June 20 13

For the Union (CFA)



HK 2012 - 2 - General Housekeeping

For the Employer (Capilano University)



E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

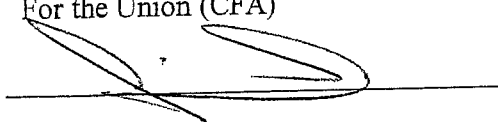
Number	Affected Article/MOU	Date:	Time:
HK 6	2.1.3.5	Amend	

2.1.3.5 Change in Status for RPT


With the permission of the Union and the ~~College~~ 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).

Signed off this 4 Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 9	7.3	Amend	

7.3 SALARY SCHEDULE7.3.1 Effective April 1, 2007

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	78,729	1,575	80,304	10,038	110.42	53.12
2	74,795	1,496	76,291	9,537	104.91	50.47
3	69,671	1,393	71,064	8,883	97.72	47.00
4	66,819	1,336	68,155	8,520	93.72	45.08
5	64,372	1,287	65,659	8,208	90.29	43.43
6	61,925	1,239	63,164	7,896	86.86	41.78
7	59,477	1,190	60,667	7,584	83.43	40.13
8	57,030	1,141	58,171	7,272	80.00	38.48
9	54,583	1,092	55,675	6,960	76.56	36.83
10	52,135	1,043	53,178	6,648	73.13	35.18
11	49,688	994	50,682	6,336	69.70	33.53

7.3.2 Effective April 1, 2008

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	80,972	1,619	82,591	10,324	113.56	54.62
2	76,366	1,527	77,893	9,737	107.11	51.52
3	71,134	1,423	72,557	9,070	99.77	47.99
4	68,223	1,364	69,587	8,698	95.68	46.02
5	65,724	1,314	67,038	8,380	92.18	44.34
6	63,225	1,265	64,490	8,061	88.67	42.65
7	60,726	1,215	61,941	7,743	85.17	40.97
8	58,228	1,165	59,393	7,424	81.66	39.28
9	55,729	1,115	56,844	7,106	78.17	37.60
10	53,230	1,065	54,295	6,787	74.66	35.91

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E&OE

Without Prejudice

11	50,731	1,015	51,746	6,468	71.15	34.22
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7.3.3

Effective April 1, 2009

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	83,231	1,665	84,896	10,612	116.74	56.15
2	77,970	1,559	79,529	9,942	109.37	52.61
3	72,628	1,453	74,081	9,261	101.88	49.00
4	69,655	1,393	71,048	8,881	97.70	46.99
5	67,104	1,342	68,446	8,556	94.12	45.27
6	64,553	1,291	65,844	8,231	90.55	43.56
7	62,002	1,240	63,242	7,906	86.97	41.84
8	59,450	1,189	60,639	7,580	83.38	40.11
9	56,899	1,138	58,037	7,255	79.81	38.39
10	54,348	1,087	55,435	6,930	76.23	36.67
11	51,797	1,036	52,833	6,605	72.66	34.95

7.3.3.2

Laboratory Supervisors and Instructional Associates are paid at a rate of .85 on the Instructor/Counsellor/Librarian and Special Appointee Salary Schedule in 7.3 and 7.3A (see Schedule Appendix B).

7.3A

PRIVATE MUSIC INSTRUCTION SALARY SCHEDULE

7.3A.1 Effective April 1, 2007

Step	Per Hour	Per Section	Per Annum
1	53.45	5,345	42,760
2	51.45	5,145	41,160
3	49.52	4,952	39,616
4	47.70	4,770	38,160
5	45.92	4,592	36,736

~~Section rates are based on 100 per section. Per annum rates are based on 8 sections per annum.~~

7.3A.2 Effective April 1, 2008

Step	Per Hour	Per Section	Per Annum
1	54.57	5,457	43,656
2	52.53	5,253	42,024
3	50.56	5,056	40,448
4	48.70	4,870	38,960

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Without Prejudice

5 46.88 4,688 37,504

7.3A.3 Effective April 1, 2009

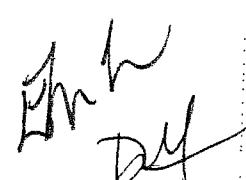
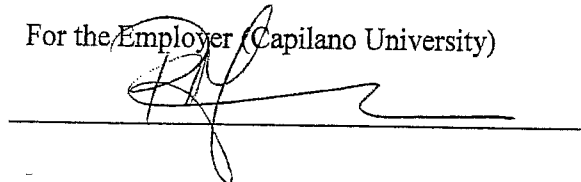
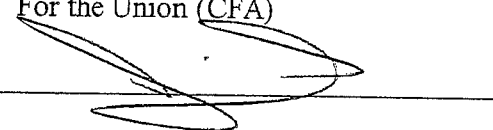
Step	Per Hour	Per Section	Per Annum
1	55.72	5,572	44,576
2	53.63	5,363	42,904
3	51.62	5,162	41,296
4	49.72	4,972	39,776
5	47.87	4,787	38,296

7.3A.4 Effective August 1, 2001, the rate per instructional hour is based on there being one hundred (100) instructional hours per section. This rate includes an allowance for hours necessary to perform the duties of 6.4A.1.2. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status.

Signed off this 4 Day of June 20 13

For the Union (CFA)

For the Employer (Capilano University)



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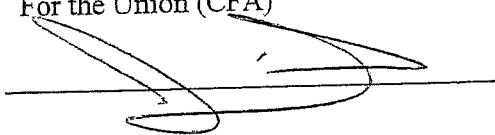
CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 12	10.4.1.1.1	Amend	

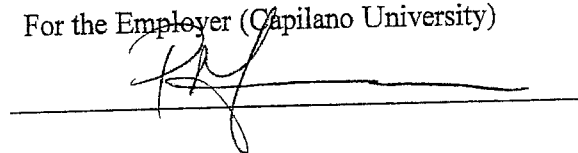
10.4.1.1.1 Subject to 10.4.1.1.2, the ~~College~~ University shall annually make available funds in the amount of ~~3%~~ 2.6% of salary budget committed to all regular positions for the purposes of PEL, as set out below.

Signed off this 4 Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 15	11.5.1.6	Delete	

~~11.5.1.6~~ Notwithstanding ~~11.5.1.2, 11.5.1.3 and 11.5.1.4~~, employees working past age 65 shall be evaluated every two (2) years.

Signed off this

4

Day of

June

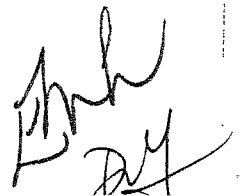
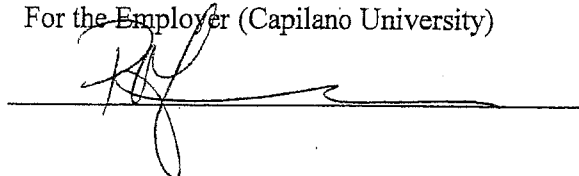
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For the Union (CFA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
PR 6	5.3	Amend	

5.3 ARBITRATION

5.3.1 Arbitrators

5.3.1.1 The arbitration shall consist of a single arbitrator selected by the agreement between the parties. ~~The arbitrator shall be selected on a rotational basis, depending on availability, from the following list of "Arbitrators and Appeal Board Chairpersons":~~

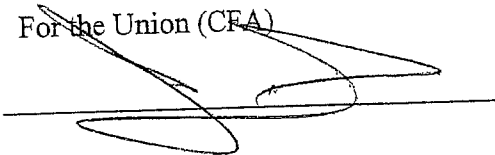
Mark Thompson
Emily Burke

John Kinzie
Bob Diebolt

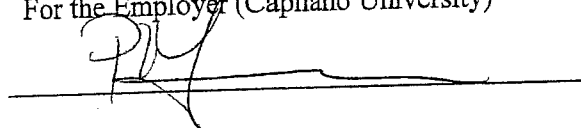
5.3.1.2 The decision of the Arbitrator, to be made in writing, shall be final and binding on both parties. This decision shall be made and transmitted to both parties within twenty-one (21) calendar days from the completion of the arbitration hearings, unless otherwise agreed by the parties.

Signed off this 4 Day of June 20 13

For the Union (CUA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
	LOI Re: Vacation	Move into Collective Agreement	

The Housekeeping Sub-committee will make a recommendation on the location of this article.

LETTER OF INTENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: VACATION

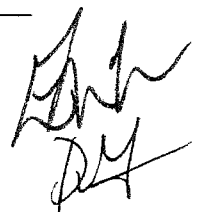
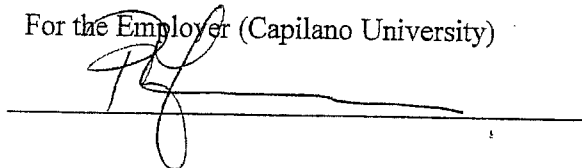
The parties agree that vacation does not accumulate during Long Term Disability (LTD). Vacation entitlement that has accumulated as of the date of the commencement of LTD will be carried forward.

Signed off this 4 Day of June 20 13

For the Union (CEA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 20	Appendix A	Amend	

APPENDIX A

Date: _____

TO: Capilano College University

RE: ASSIGNMENT OF WAGES, CHECK-OFF OF UNION DUES AND ASSESSMENTS

Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and to pay the Union of Capilano College University, dues at the rate established by the Union to be deducted on a monthly basis.

I understand these dues will be deducted from each pay period authorized herein and that this form must be received by the Payroll Department on or before the 15th of the month in which the first deduction is to be made, otherwise a deduction equal to two (2) months dues may be deducted in the following pay period.

I recognize that any objection that I now have, or may have in future, relative to the deduction of such fees, dues or assessments, is a matter only between the Union and myself, and no liability can attach to Capilano College University in consequence of any such dispute or objection.

I acknowledge that I am required to execute this assignment authorizing the deduction of fees, dues and assessments from my wages as a condition of employment.

Name: _____

Signature: _____

CAPILANO UNIVERSITY

Received per: _____

Social Insurance Employee Number

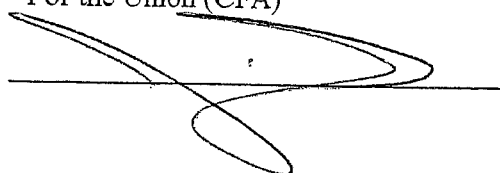


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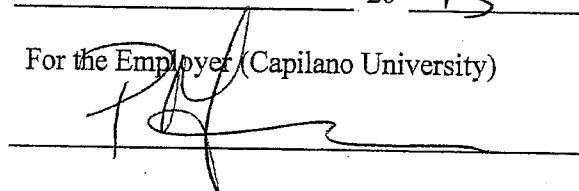
Without Prejudice

Signed off this 10th Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
HK 22	Appendix C	Amend	

APPENDIX C

APPLICATION AND WAIVER FORM RE EMPLOYEE BENEFITS
Reference - Article 9 Benefits

In accordance with the provisions of the current Collective Agreement between the College University and the Capilano College University Union, I, _____ (print name), acknowledge and accept that:

- disability Income Plan coverage is mandatory for all regular employees and mandatory for all non-regular employees once they become eligible to enrol in flexible benefits;
- the information below represents my election with regard to the benefit plans available and is based on my status as indicated below;
- as a condition of enrolment I must maintain benefit coverage for the four-year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- I will be liable for premiums for the duration of the time that I must maintain coverage (for non-regular employees this means while reappointment rights are still in existence - one year following the last assignment) save and except when the College University pays the premiums under the plan;
- collection of premiums for which I am liable shall be by prepayment from the date the premiums are no longer paid by the College University;
- my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

Employee status (check one box below)

- Regular employee
Non-regular employee eligible to enrol in flexible benefits
Non-regular employee not eligible to enrol in flexible benefits

Dependent status (check one box below)

- Single
Couple (one dependent)
Family (more than one dependent)

I herein make application for enrolment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enrol in those benefits indicated below.

Benefit	Enrolment Requested	Enrolment Waived
Basic Medical (M.S.P.)		
Extended Health		
Dental		
Orthodontics		

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Group Life Insurance		
Accidental Death and Disablement		
Additional Coverage Possible		

Signature of employee

CAPILANO COLLEGE ~~COLLEGE~~ UNIVERSITY

S.I.N Employee Number

Received per

Date

Date

Signed off this

10th

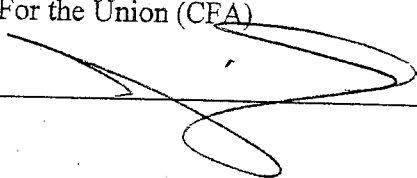
Day of

June

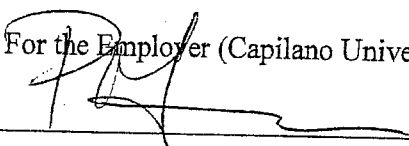
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For the Union (CFA)



For the Employer (Capilano University)





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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 1.6.2	1.6.2	Amend	

1.6.2

Nothing in the above provision shall restrict the ~~College~~ University in furtherance of the proper administration of this Agreement or in the reasonable and proper conduct of the ~~College's~~ University's affairs, and shall include, but not be limited to, from the supply of statistical data to the Ministry of ~~Education~~ responsible for the University or other government bodies to which it is accountable, and the supply of information to other educational institutions.

Signed off this

10th

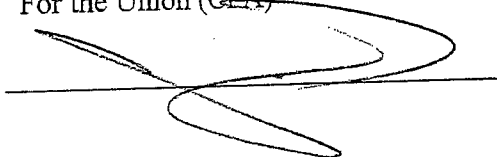
Day of

June

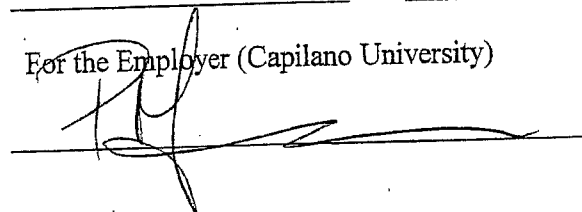
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For the Union (CEA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 2.1.8.1	2.1.8.1	Amend	

2.1.8.1 Where the term "Dean" is used in the following specific articles, it shall be deemed to mean only an instructional Vice President, appropriate Dean or a person specifically designated by the an instructional Vice President or Dean to deal with specific situations:

2.1.2	6.8.9	8.3
2.1.3	6.10	10.5.2
2.1.4	6.11	11.1
5.6	6.12	11.3
6.2.2	6.15	11.4
6.4	7.4	11.6
6.7	7.6	11.7
6.8.3		

Signed off this

10th

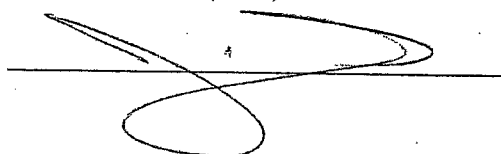
Day of

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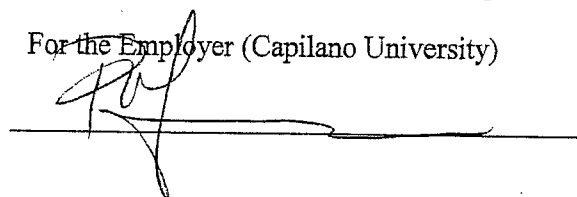
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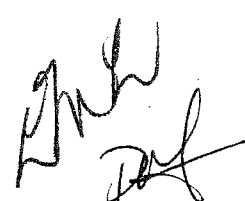
For the Union (CFA)



For the Employer (Capilano University)



HK 2012 - 2.1.8.1



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 2.1.8.2	2.1.8.2	Amend	

2.1.8.2

Where the term "appropriate Dean" is used in 11.5.3.2.5, it shall be deemed to include ~~the~~ an instructional Vice President, appropriate Dean or the ~~College~~ University Librarian for the job classification described in 6.5 or for special appointees within the ~~Media Centre~~ Library.

Signed off this

10th

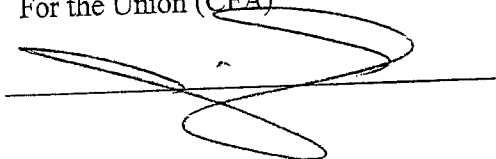
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June

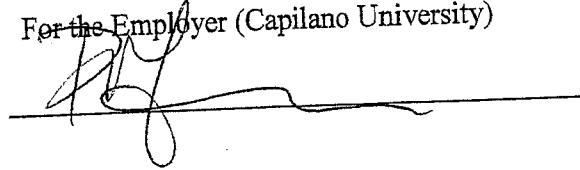
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For the Union (CEA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

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Without Prejudice

Number	Affected Article/MOU	Date:	Time:
CFA 2.4.1	2.4.1	Capilano University Counter to CFA 2.4.1	

2.4.1

"approaching retirement" – means an employee with ten (10) full time equivalent years' experience in the British Columbia ~~community college~~ public post secondary system and who is age 55 or older.

Signed off this

10th

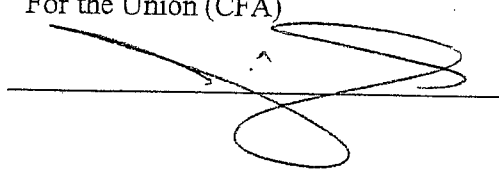
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June

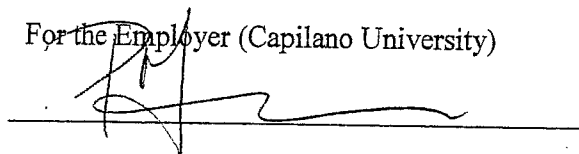
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13

For the Union (CFA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 5.3.2	5.3.2	Amend	

5.3.2

Expenses of Arbitration

Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of the Arbitrator, and of stenographic and other expenses of the Arbitration Board, shall be paid equally by the Union and the ~~College~~ University.

Signed off this

10th

Day of

June 20 13

For the Union (CFA)

For the Employer (Capilano University)

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E&OE

Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 6.3.3	6.3.3	Amend	

6.3.3

Workload

Instructional Associates shall have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of twenty-five (25) scheduled duty hours with the remaining hours to be for associated duties. At the beginning of each term, and not later than three (3) weeks after the commencement of classes, the number of students, as well as the combination of the Instructional Associates' hours and their associated duties, will be assigned after consultation between the individual employee, the Coordinator and the Dean. In cases of dispute, the Dean may assign the duties. If for any reason it is necessary to change the assignment of duties to a specific Instructional Associate, such reassignment must be discussed with the employee's Coordinator and the Dean, with the intent of settling the reassignment by consent. The Dean may make the reassignment and the employee may grieve the reassignment.

Signed off this

10th

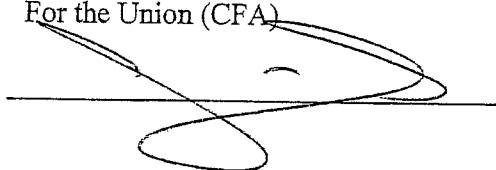
Day of

June

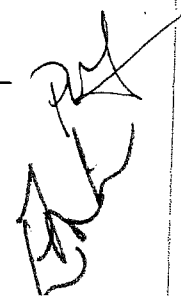
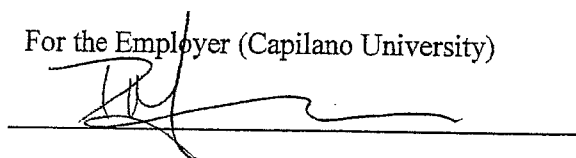
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For the Union (CFA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 6.4.2.2	6.4.2.2	Amend	

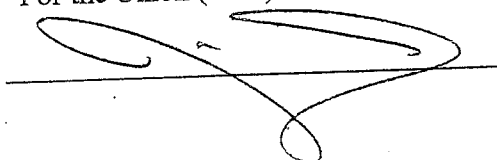
6.4.2.2

~~Temporary-Non-Regular~~ Laboratory Supervisors shall have an assignment of the maximum number of duty hours possible, commensurate with their expertise and the requirements of the functional area. These hours should be assigned in blocks of at least two (2) consecutive hours in any duty day. Assignments under this section shall be made on the basis of section equivalents.

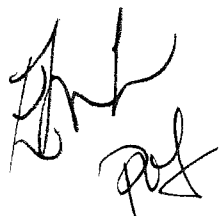
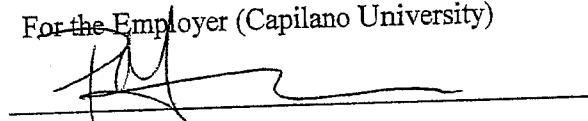
Signed off this

10th Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 8.4.2.2	8.4.2.2	Capilano University Counter to CFA 8.4.2.2	

2
8.4.2.2

The increment date shall not be delayed for periods during leave of absence without pay when on an assignment related to the employee's ~~College~~ University assignment and when so approved by ~~the~~ an Instructional Vice-President ~~Academic Affairs~~ at the time the leave was granted.

Add Definition in article 2.4.1.

Instructional Vice President – a Vice President responsible for programs and/or curriculum.

Signed off this

10th

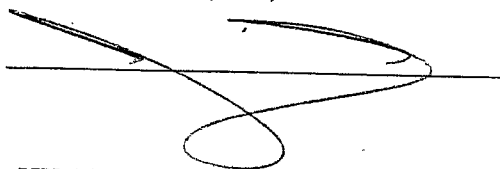
Day of

June

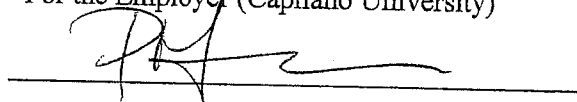
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For the Union (CFA)



For the Employer (Capilano University)



HK 2012 – 8.4.2.2



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 9.7	9.7	Amend	

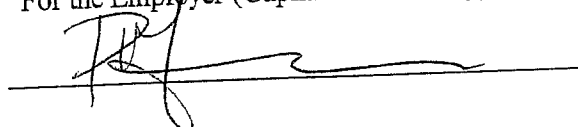
9.7 Employees shall be covered for ~~unemployment~~ employment insurance insofar as the statutes permit.

Signed off this 10th Day of June 20 13

For the Union (GEA)



For the Employer (Capilano University)



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Without Prejudice

CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 10.5.5.1	10.5.5.1	Amend	

10.5.5.1 Members of the bargaining unit ~~Unit~~ are permitted to participate in Union and related duties during the course of any year so long as arrangements satisfactory to their Coordinators and the Dean have been made for the carrying out of their contractual obligations to the ~~College~~ University (see 2.8).

Signed off this

10th

Day of

June

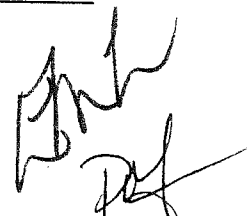
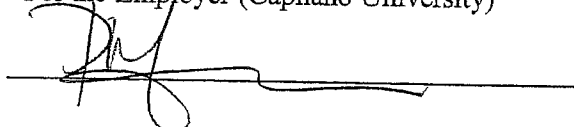
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13

For the Union (CFA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 11.5.1.2	11.5.1.2	Amend	

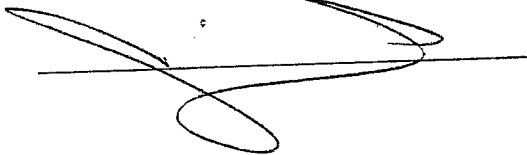
11.5.1.2

For a non-regular employee not placed on scale under step eight (8) and who has satisfactorily completed probation, unless there are valid reasons otherwise, the Dean shall waive these procedures two years out of three.

Signed off this

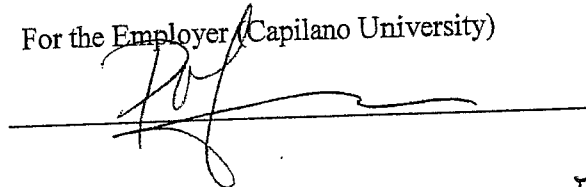
10th Day of June 20 13

For the Union (CFA)



HK 2012 - 11.5.1.2

For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 11.5.1.3	11.5.1.3	Amend	

11.5.1.3


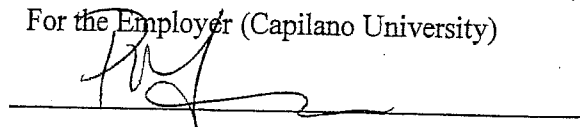
For a non-regular employee placed on scale under step eight (8) and who has satisfactorily completed his/her probationary period, unless there are valid reasons otherwise, the Dean shall waive these procedures for the first four years of a five-year cycle established in the academic year following his/her most recent regular evaluation.

Signed off this 10th Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 11.7.7.2	11.7.7.2	Capilano University Counter to CFA 11.7.7.2	

11.7.7.2

Without limiting the generality of the foregoing, the inventory of work performed by the bargaining unit members shall be identified by the following:

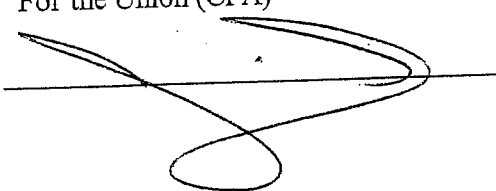
- program
- coordinated area
- department
- subject area/discipline
- name, job classification, and appointment status (RFT, RPT, RLT, Non-regular, Auxiliary) of the bargaining unit member who performed the work
- location
- term
- type of funding (e.g. base funding, non-regular base funding such as RAC)
- nature of section (e.g. teaching, coordination, release, laboratory supervision and PMI)
- any other factor deemed necessary by the ~~CCFA~~ CFA

restate

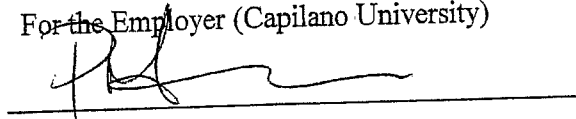
Signed off this

10th Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



HK 2012 - 11.7.7.2



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 20.1	20.1	Amend	

20.1

POST-RETIREMENT PHASED-IN RETIREMENT

Following retirement from the ~~College~~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. 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).

Signed off this

10th

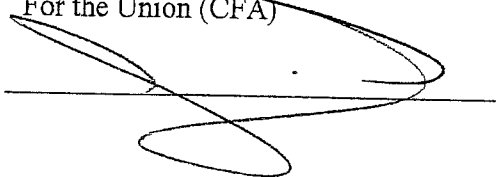
Day of

June

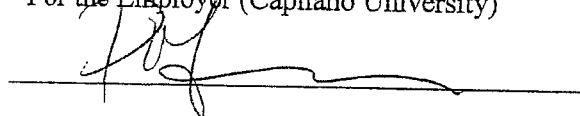
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13

For the Union (CFA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
CFA 20.2	20.2	Amend	

20.2

Upon request, a retiree shall be provided with a library card at no charge as a community borrower and allowed access to the College's University's facilities as if s/he were a registered student. ~~The~~ An Instructional Vice President may withdraw this benefit for a particular retiree. The withdrawal of the benefit will not take effect until the ~~CCFA~~ CFA has been notified of the proposed withdrawal and provided with the reasons for this decision. This benefit shall not be unreasonably withdrawn.

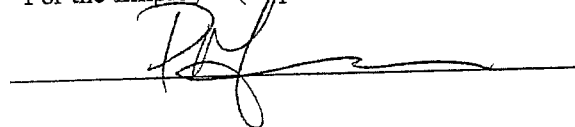
Signed off this

10th Day of June 20 13

For the Union (CFA)



For the Employer (Capilano University)



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CAPILANO UNIVERSITY PROPOSALS 2012-2013

Number	Affected Article/MOU	Date:	Time:
LOA 1	Improve Terms of Reference and Provide Training for the Alerting and Guidance/Challenge Committee	Renew	

LETTER OF INTENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

**Re: IMPROVE TERMS OF REFERENCE AND PROVIDE TRAINING FOR THE
ALERTING AND GUIDANCE/CHALLENGE COMMITTEE**

The Alerting and Guidance/Challenge Committee Sub-Committee submitted the following Letter of Intent:

Preparing a Challenge

The Challenge must relate to the appropriateness of the statements made in the material on the grounds that:

- **The statements are not relevant** -- In reviewing the relevance of the statements made, the Committee will be guided by the components set out in Article 11.5.2 – Evaluation Criteria.

and/or

- **The statements are unsupported.** They contain information and/or judgments that are not supported by the evidence of materials in the file. With respect to information and/or judgments that are not supported by the evidence of materials in the file, the Challenge Committee will be guided by all the materials in the file, which will include student statements in questionnaires, personal observations documented by the Colleague and the Coordinator (or Designate) and any other materials added to the file by the employee, the Coordinator or Dean.

Establishing the Challenge Committee



1. Article 11.5.4.2 states that the Challenge Committee shall be established by the Dean from the panel of employees trained to serve on challenge committees.
2. The Challenge Committee members must be drawn from at least three functional areas outside of the employee's functional area.
3. The Dean will ask prospective members of the Challenge Committee if they have a conflict of interest.

Reviewing a Challenge

1. **Missing Documentation**
If the Challenge Committee cannot determine whether to sustain or deny the challenge because documentation specifically cited in the evaluation file is not provided, the Challenge Committee can ask to have that documentation produced.
2. **Language**
In the Coordinator's and Colleague's reports words should be given their ordinary meaning, and the Committee should review them only to determine if they are **irrelevant** to the evaluation criteria or **unsupported**.
3. The Challenge Committee must review each statement challenged and must determine, on the grounds cited for the challenge, whether the challenge is sustained or denied.

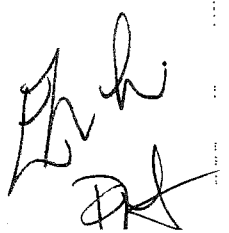
The Challenge Committee's Recommendations

The Challenge Committee must make a recommendation to the Dean to either sustain or deny, in total or in part, the challenge to each statement. The recommendation should identify the grounds on which the challenge to a statement has been sustained or denied. (See Article 2.8)

EVALUATION AFTER ALERTING AND RESULTING IN GUIDANCE

The Evaluation Process

1. An evaluation file resulting in alerting and guidance becomes Part I of a two-part evaluation file.
2. An evaluation file (Part I) resulting in alerting and guidance remains intact and stays in the Dean's Office until the completion of Part II of the file.
3. Part II of the evaluation file is prepared in the same way as Part I.
4. Student questionnaires are handed out in each term, preferably late in the first term.
5. Coordinator and Colleague visits occur at least once per evaluation year. For an employee on guidance, it may be useful for these observation visits to occur in both terms.
6. When Part II of the evaluation file is complete and ready to be forwarded to the Evaluation Committee, the department requests that the Dean forward Part I to the Evaluation Committee.
7. The Evaluation Committee makes its recommendation based on a review of the complete evaluation file consisting of Parts I and II.



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GUIDANCE

The Guidance Process

1. The College alerts the employee prior to the start of the guidance.
2. For the probationary employee, guidance begins in the next term in which there is an instructional assignment.
3. For the non-probationary employee, guidance begins at the beginning of the next evaluation year.
4. Immediately after the College has alerted the employee, the Coordinator (Chair) establishes a Guidance Committee of three to five members, approved by the employee. (See Article 11.5.6.3.2)
5. The Guidance Committee in collaboration with the employee develops a guidance activity plan for the evaluation year.
6. Guidance is provided during the full year, although the emphasis should be placed on the first half of the year to maximize the benefit to the employee.
7. Guidance takes place in the evaluation year during which the evaluation file (Part II) is compiled.
8. At the end of the guidance, the Guidance Committee prepares a Report for the Dean, detailing the guidance given.
9. A copy of the Report should be given to the employee. (See Article 11.5.6.3.4)
10. The Report notes that guidance took place or that the employee refused to participate in guidance. The Report does not evaluate the employee's performance or participation in the guidance.
11. The Dean's copy of the Guidance Report is destroyed when the Evaluation file is destroyed.

TRAINING CHALLENGE AND GUIDANCE COMMITTEES

The parties to the Collective Agreement agree to work together to develop orientation and training materials to be used in the training of potential Challenge and Guidance Committee members. The relevant portions of this letter will be part of the training materials.

EXECUTED this 16th day of May, 2005

"Linda Robertson"
Chairperson, Capilano College Board

"Leslie Baker"
President, CCFA

"Mike Arbogast"
VP, Human Resources

"Eduard Lavalle"
Chair, Bargaining Committee, CCFA

E&OE

Without Prejudice

Signed off this 10th Day of June 20 13
For the Union (CFA) _____
For the Employer (Capilano University) _____

[Handwritten initials]

