

March 9, 2007
AGREEMENT TO RECOMMEND TO
RESPECTIVE PRINCIPALS
BETWEEN
CAPILANO COLLEGE
AND
CCFA

1. Items settled at the Sectoral Table will be included in the Capilano College/CCFA Collective Agreement. Since the Capilano College / CCFA collective agreement and its faculty benefits plan treat Vision Care coverage differently than do the collective agreements and benefits plans of the parties to the 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.

2. Vacations

Letter of Intent

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.

3. International Education

Letter of Understanding

China Operations

The College and the Union are committed to offer quality programs in China

1. Capilano College Credit Courses

The parties agree that courses provided through international partnerships in China and which result in Capilano College credit must be offered by Capilano College employees or by employees seconded from other public sector institutions as per 6.5.2 of Common Agreement.

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1.2 For the purpose of offering Capilano College credit courses in China, the College will appoint employees who were initially hired to teach in China to the functional area, China Partnership Programs (CPP).

1.3 Search committees for instructors in the CPP will be established under the procedures outlined in 11.3.5. The bargaining unit members on these search committees will be drawn from the functional area(s) in which the courses are normally offered. Similar procedures would apply to employees hired for counseling or librarian work.

1.4 The Capilano College/CCFA Agreement, with the exception of articles 11.3.5.4 and 11.8.5.2, and Common Agreement cover employees hired to the functional area, China Partnership Programs.

1.5 The College and the Union are committed to increasing international teaching opportunities in China for faculty who are not in the CPP.

1.5.1 Work that is not required to meet the commitment level of an employee regularized in the CPP will first be offered to existing College employees outside of the CPP.

1.5.2 Such work may next be offered to employees seconded from other public sector institutions as per Article 6.5.2 of the Common Agreement.

1.5.3 The College will strive to provide reasonable time for a College employee to accept this work.

1.5.4 A College employee may choose to accept this work as an appointment or an assignment.

2. Non-Capilano College Courses

The parties agree that courses which do not result in Capilano College credit and which are provided by instructors hired under personal agreements with Chinese institutions in international partnerships with Capilano College do not result in these instructors becoming Capilano College employees and such instructors are not covered by the Capilano College/CCFA Agreement or the Common Agreement.

4. Letter of Agreement - Multi-Location Work

Amend the current Letter of Agreement as follows:

- i. Delete: "The Committee shall be formed by September 15, 2005".

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- ii. Change: March 31, 2006 to "March 31, 2007, unless mutually agreed upon by the parties. The parties agree the January 11, 2007, notice to cease past practice point two (2) (concerning union waivers for multi-location work) shall become effective on the later of April 1, 2007, or the mutually agreed extended date above."
- iii. Add: "Any resolution will be within current costs."

5. Previously agreed items include:

- i. Housekeeping items (attached)
- ii. Article 3.6.3 - Duty to Provide Copies of Agreement (attached)

6. Change how seniority is defined for Non-Regulars

Amend article 11.4.5.2.2 as follows:

11.4.5.2.2 Non-regular employees will be assigned work in their area(s) of appointment on the basis of seniority as defined by the department/functional area. Seniority for the purposes of this article will be defined as number of sections taught in the department/functional area; seniority as defined in 11.8.6; or, another method of calculating seniority that has been provided in writing to the Dean pursuant to 2.8.2.4 by September 30, 2007. A non-regular employee will be offered additional work in his/her area(s) of appointment if work the employee has satisfactorily performed, or similar duties within the competence of the employee, recur within the next three terms. An employee who refuses such as offer forfeits his/her rights to a further appointment unless the offer would require the employee to work in three consecutive terms or the offer of further work occurs within 30 calendar days prior to the start of the assignment (see 6.8.14).

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7. Article 11.5.9

Add: "mentoring at any time of the year" to list in Article 6.9.4.1, 6.9.4.2, 6.9.4.3.2

Add: the following new article.

11.5.9 Mentoring

- 11.5.9.1 Mentoring will be offered to all employees whose student questionnaires in the first term of the evaluation year warrant mentoring in the opinion of the coordinator.
- 11.5.9.2 When a probationary employee is identified for mentoring, the Union will be notified of that fact.
- 11.5.9.3 The mentor shall be mutually agreed upon by the coordinator and employee.
- 11.5.9.4 The mentoring shall begin within two weeks of the coordinator deciding mentoring should occur.
- 11.5.9.5 Participation in mentoring by employees not on probation shall be at the option of the employee. The degree of participation is not a factor in an 11.5 evaluation file.
- 11.5.9.6 For probationary employees who do not agree to a mentor, evaluations shall take place each term during the probationary period.
- 11.5.9.7 For probationary employees, the evaluation file shall contain a report detailing the mentoring given. A copy of the report shall be given to the employee. The report notes that the mentoring took place or that the employee refused to participate in mentoring. The report does not evaluate the employee's performance or participation in mentoring.

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8. Private Music Instructors

Amend: Article 6.4a2.2 and Article 6.4a2.5 as follows:

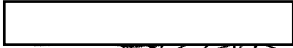
Article 6.4A2.2 For the purpose of defining a duty load, seniority, and severance one hundred (100) instructional hours of private music instruction shall equal one section. For the purposes of scale placement, step advancement and benefits eighty eight hours (88) instructional hours of private music instruction shall equal one section. These ratios shall apply to any employee who undertakes private music instruction regardless of their job classification or appointment status.

The cost of benefits, scale placement and step advancement will be paid from the amount for vision care coverage referred to in 1 above. These costs will be mutually agreed.

9. Financial Incentive

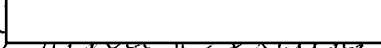
The financial incentive of \$4,000 or portion thereof shall be considered a benefit amount and allocated to employee flexible benefit accounts if allowed by Canada Revenue Agency and PSEC.

Signed by
Capilano College



Date: March 14/07
Attachs (2)
March 9, 2007,

Signed by
CCFA



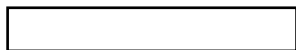
Date: March 14/07

Housekeeping Issues

The following items are agreed to:

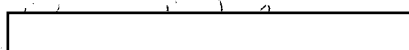
1. Article 1.7.1.8 – Capitalization of “union”
2. Article 2.8.2.7.3.1 – Replace “CCFA” with “Union”
3. Article 3.1 – Replace OPEIU with COPE
4. Article 3.3.4 – Replace “CCFA” with “Union”
5. Article 3.5.2 – Capitalization of “union”
6. Article 10.5.5.3.3 – Capitalize “union”
7. Article 11.5.6.3.3 – place a “.” at the end of the clause
8. Article 11.5.6.5 – Capitalize “union”
9. Article 11.6.6.1 – Capitalize “union”
10. Article 11.7.1.7-correct “her/her” with “his/her”

Signed by
Capilano College



Date: Jan 18/07.

Signed by
CCFA



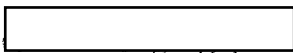
Date: Jan 18/07.

ARTICLE 3.6.3 - DUTY TO PROVIDE COPIES OF AGREEMENT

Article 3.6.3 - Delete and replace with:

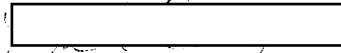
The College, at its cost, will provide print copies of the Collective Agreement for Coordinators, Stewards and Union Executive Members, plus 50 additional copies. If the Union requests additional copies it will pay \$5.00 per copy thereafter. An electronic copy of the Collective Agreement will be provided on the College web site.

Signed by
Capilano College



Date: Feb 19/07.

Signed by
CCFA



Date: Feb 19/07.