

2019 – KPU-KFA

between

KWANTLEN POLYTECHNIC UNIVERSITY (KPU)

("the Employers")

and

KWANTLEN FACULTY ASSOCIATION ("KFA")

("the Union")

### Offer for Settlement

DATE: June 30, 2020

TIME: 8:00 p.m.

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the KPU to the KFA Bargaining Unit for the renewal of the expired 2014-2019 collective agreement.

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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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

All proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

2019 – KPU-KFA  
between  
KWANTLEN POLYTECHNIC UNIVERSITY (KPU)  
("the Employers")  
and  
KWANTLEN FACULTY ASSOCIATION ("KFA")  
("the Union")

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

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE KFA (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

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

**1. Previous Conditions**

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

**2. Term of Agreement**

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

**3. Effective Dates**

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

**4. SCHEDULE "A"**

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

**5. SCHEDULE "B"**

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

**6. SCHEDULE "C"**

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

**7. Ratification**

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

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

Signed this 2 day of July, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:



Ron Buchhorn

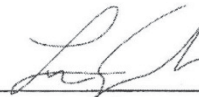


Laurie Clancy



Sandy Vanderburgh

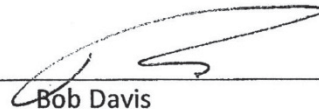
BARGAINING REPRESENTATIVES  
FOR THE ASSOCIATION:



Lucia Salazar



Raphael Lagoutin



Bob Davis

## SCHEDULE A

### 1. Article 4.10 – SEARCH FOR ACADEMIC ADMINISTRATORS

**(a) Whenever the University establishes a Search Advisory Committee (SAC), the Union shall have the right to appoint:**

- (i) three (3) regular faculty members for the following positions: University President, Vice President Academic and Provost.**
- (ii) two (2) regular faculty members for the following positions: Vice Provosts, Associate Vice Presidents (Academic and Research), Deans, University Registrar, University Librarian, Associate Deans, and other Senior academic positions as may be determined from time to time. Specific titles of positions may change over time.**
- (iii) two (2) regular members for any administrative position with faculty oversight.**

~~Whenever a vacancy arises for the following positions: University President, Vice Presidents, Educational Deans or other similar excluded instructional administrative positions that may be created, the Union shall have the right to appoint two regular faculty members to any Committee established by the Employer to fill the position. In the case of the University President, Learning and Provost Vice President, or Learner Support Vice President, the Union shall have the right to appoint up to 5 regular faculty members to ensure a balanced representation of faculty across the University.~~

~~(b) The above clause does not apply to the following:~~

- ~~(i) administrative positions that do not have faculty members reporting to them;~~
- ~~(ii) acting or temporary administrative appointments created for a period of six (6) months or less;~~
- ~~(iii) lateral re-assignment of administrative personnel.~~

**The Employer may make acting or temporary administrative appointments for a period of six (6) months or less and lateral re-assignment of administrative personnel as needed.**

*[The rest of the article remains unchanged]*

### 2. Article 10.01 – SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS

**The Parties agree that the historical hourly rate paid to Non-regular type 1 faculty is approximately equivalent to an hourly rate derived from step 7 of the provincial salary scale.**

**The following scale placement and progression on grid will apply effective September 1, 2020.**

- (a) All Non-Regular Type 1 faculty will be assessed pursuant to Article 9.02.**
- (b) Progression on the salary grid proceeds based on the point of original assessment, according to 9.02(f).**
- (c) No Non-Regular Type 1 faculty member shall suffer a reduction in pay as a result of the application of this clause and will be entitled to all negotiated wage increases.**

**(d) The further accumulation of FTE for the purposes of increment progression thereafter will begin on September 1, 2020.**

*[Replace existing tables with the following]*

Effective April 1, 2019	Contact Hours	Per Semester Credit	Monthly F/T Equivalent	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 93.17
Reality Environment	20	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 74.53
Simulation Environment	24	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 62.11
Individual Learning	24	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 62.11
Practicum Supervision	32	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 46.58
Librarians, Counsellors	35	\$ 2,153.20	\$ 6,459.59	\$ 1,490.68	\$ 42.60

Effective April 1, 2020	Contact Hours	Per Semester Credit	Monthly F/T Equivalent	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 95.03
Reality Environment	20	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 76.02
Simulation Environment	24	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 63.35
Individual Learning	24	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 63.35
Practicum Supervision	32	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 47.52
Librarians, Counsellors	35	\$ 2,196.26	\$ 6,588.78	\$ 1,520.49	\$ 43.45

Effective September 1, 2020					Hourly				
Step	Yearly	Per Semester Credit	Monthly F/T Equivalent	Weekly F/T Equivalent	Mode 16	Mode 20	Mode 24	Mode 32	Mode 35
Step 11	\$ 98,978	\$ 2,749	\$ 8,248	\$ 1,896	\$118.50	\$94.80	\$79.00	\$59.25	\$54.17
Step 10	\$ 92,721	\$ 2,576	\$ 7,727	\$ 1,776	\$111.00	\$88.80	\$74.00	\$55.50	\$50.74
Step 9	\$ 86,367	\$ 2,399	\$ 7,197	\$ 1,655	\$103.44	\$82.75	\$68.96	\$51.72	\$47.29
Step 8	\$ 82,836	\$ 2,301	\$ 6,903	\$ 1,587	\$99.19	\$79.35	\$66.13	\$49.59	\$45.34
Step 7	\$ 79,799	\$ 2,217	\$ 6,650	\$ 1,529	\$95.56	\$76.45	\$63.71	\$47.78	\$43.69
Step 6	\$ 76,768	\$ 2,132	\$ 6,397	\$ 1,471	\$91.94	\$73.55	\$61.29	\$45.97	\$42.03
Step 5	\$ 73,731	\$ 2,048	\$ 6,144	\$ 1,412	\$88.25	\$70.60	\$58.83	\$44.13	\$40.34
Step 4	\$ 70,699	\$ 1,964	\$ 5,892	\$ 1,354	\$84.63	\$67.70	\$56.42	\$42.31	\$38.69
Step 3	\$ 67,664	\$ 1,880	\$ 5,639	\$ 1,296	\$81.00	\$64.80	\$54.00	\$40.50	\$37.03
Step 2	\$ 64,628	\$ 1,795	\$ 5,386	\$ 1,238	\$77.38	\$61.90	\$51.58	\$38.69	\$35.37
Step 1	\$ 61,596	\$ 1,711	\$ 5,133	\$ 1,180	\$73.75	\$59.00	\$49.17	\$36.88	\$33.71

Effective April 1, 2021					Hourly				
Step	Yearly	Per Semester Credit	Monthly F/T Equivalent	Weekly F/T Equivalent	Mode 16	Mode 20	Mode 24	Mode 32	Mode 35
Step 11	\$ 100,958	\$ 2,804	\$ 8,413	\$ 1,934	\$120.88	\$96.70	\$80.58	\$60.44	\$55.26
Step 10	\$ 94,575	\$ 2,627	\$ 7,881	\$ 1,812	\$113.25	\$90.60	\$75.50	\$56.63	\$51.77

Step 9	\$ 88,094	\$ 2,447	\$ 7,341	\$ 1,688	\$105.50	\$84.40	\$70.33	\$52.75	\$48.23
Step 8	\$ 84,493	\$ 2,347	\$ 7,041	\$ 1,619	\$101.19	\$80.95	\$67.46	\$50.59	\$46.26
Step 7	\$ 81,395	\$ 2,261	\$ 6,783	\$ 1,559	\$97.44	\$77.95	\$64.96	\$48.72	\$44.54
Step 6	\$ 78,303	\$ 2,175	\$ 6,525	\$ 1,500	\$93.75	\$75.00	\$62.50	\$46.88	\$42.86
Step 5	\$ 75,206	\$ 2,089	\$ 6,267	\$ 1,441	\$90.06	\$72.05	\$60.04	\$45.03	\$41.17
Step 4	\$ 72,113	\$ 2,003	\$ 6,009	\$ 1,382	\$86.38	\$69.10	\$57.58	\$43.19	\$39.49
Step 3	\$ 69,017	\$ 1,917	\$ 5,751	\$ 1,322	\$82.63	\$66.10	\$55.08	\$41.31	\$37.77
Step 2	\$ 65,921	\$ 1,831	\$ 5,493	\$ 1,263	\$78.94	\$63.15	\$52.63	\$39.47	\$36.09
Step 1	\$ 62,828	\$ 1,745	\$ 5,236	\$ 1,204	\$75.25	\$60.20	\$50.17	\$37.63	\$34.40

**The rates are inclusive of vacation pay.**

#### Article 9.02

f) Based on FTE service, all regular and non-regular ~~type 2~~ faculty members will advance one step up the scale until their achievement of the top step. This step increase is payable on the next scheduled pay period following the achievement of one year FTE service.

#### Article 12.01 – NORMAL DUTIES

~~(i) There is an inherent assumption that the duties of regular and non-regular type 2 faculty members involve responsibilities beyond those expected of non-regular type 1 faculty members.~~

### 3. Article 12.01 – NORMAL DUTIES

(a) Faculty members are accountable for 10 months of the year. The 10 months accountable time includes such activities as teaching, the counselling of students, curriculum/program development, professional development and participation on a variety of educational committees.

**Recognizing the diversity of needs and structures of different Departments and areas, the following outlines the broad activities which may fall under the responsibility of the different categories of faculty members. This is not an exhaustive list and not all activities may apply. With this understanding, the undertaking of the activities below constitutes a fair and reasonable work assignment within a Department or area.**

#### (1) Instructional Faculty

##### (i) Teaching:

- The development and revision of course outlines
- The development and revision of curriculum
- The preparation of courses, including but not limited to course presentations, online delivery platforms, and other course related activities

- Responsibility for the delivery of courses, including lectures, seminars, laboratories, clinical supervision, simulations, field trips, and online or hybrid course delivery
- Student assessment, testing, and placement
- Student consultations, including office hours (1 hour per week per 3 credit course or equivalent)
- Work integrated learning placements
- Submission of grades in accordance with policy

(ii) Service:

- Participation in program, department, faculty, and university committees and events
- Participation in program quality assurance activities including program review and accreditation
- Participation in regional, national and international committees and other professional organizations
- Other non-teaching duties to support the Faculty or University

(iii) Scholarly Activity and Professional Development:

- The Parties recognize the importance of the development and maintenance of academic and professional currency through Scholarly Activity as per Article 12.17
- The Parties recognize the importance of the development and maintenance of academic and professional currency through Professional Development as per Article 16.03 (a)

## (2) Librarians

(i) Professional Practice:

- librarians assist students, faculty members, and programs/departments with their information, research, and program development and support needs.
- Perform reference activities which include but are not limited to face-to-face shifts on the Information Desk, virtual reference activities, and telephone reference services;
- Liaise with faculty, support staff, and administrators on activities related to curriculum support, collection development, research, and uses of information technology resources and library applications of them;
- Provide instructional activities to students such as classes, workshops, online guides/tutorials, and research consultations;
- Manage the collection and perform collection development activities, which include but are not limited to the assessment, selection, acquisition, and removal of published and unpublished materials, including gifts and donations;
- Provide leadership and troubleshooting for one's functional areas and support staff;
- Recommend Library standards and protocols in one's own functional areas and participating in the creation of Library standards and protocols in consultation with the University Librarian and librarian colleagues;

(ii) Service:

- Participation in program, department, faculty, and university committees and events
- Participation in program quality assurance activities including consultation on program review and accreditation
- Participation in regional, national and international committees and other professional organizations
- Other non-teaching duties to support the Faculty or University

(iii) Scholarly Activity and Professional Development:

- The Parties recognize the importance of the development and maintenance of academic and professional currency through Scholarly Activity as per Article 12.17
- The Parties recognize the importance of the development and maintenance of academic and professional currency through Professional Development as per Article 16.03 (a)

(3) Counsellors

(i) Professional Practice:

- Provide:
  - Individual and group short-term personal counselling for current students;
  - Information and outreach to students on counselling services;
  - Consultation to KPU employees on student psycho-social and mental health concerns.
- Develop and deliver a range of counselling-related workshops as directed by the Director, Counselling Services;
- Consult with on-campus and off-campus resources, programs, and services related to student issues and needs;
- Maintain accurate and confidential records, generate statistics, prepare resources for students, write reports, maintain a referral network, and respond to inquiries;
- Assist KPU in responding to critical incidents, where appropriate

(ii) Service:

- Participation in program, department, faculty, and university committees and events
- Participation in regional, national and international committees and other professional organizations
- Other non-teaching duties to support the Faculty or University

(iii) Scholarly Activity and Professional Development:

- The Parties recognize the importance of the development and maintenance of academic and professional currency through Scholarly Activity as per Article 12.17
- The Parties recognize the importance of the development and maintenance of academic and professional currency through Professional Development as per Article 16.03 (a)



#### (4) Accessibility Services – Learning Specialists

##### (i) Professional Practice:

- Review and interpret student medical and psycho-educational documentation;
- Meet with students to discuss:
  - Anticipated learning barriers and needs;
  - Previous accommodations;
  - Related learning strategies and plans;
- Make student accommodation decisions;
- Draft student accommodation plans;
- Work with instructional faculty to implement student accommodation plans;
- Make student referrals to other services/resources/tools;

##### (ii) Service:

- Participation in program, department, faculty, and university committees and events
- Participation in regional, national and international committees and other professional organizations
- Other non-teaching duties to support the Faculty or University

##### (iii) Scholarly Activity and Professional Development:

- The Parties recognize the importance of the development and maintenance of academic and professional currency through Scholarly Activity as per Article 12.17
- The Parties recognize the importance of the development and maintenance of academic and professional currency through Professional Development as per Article 16.03 (a)

#### (5) Learning Centre – Learning Strategists

##### (i) Professional Practice:

- Perform face to face and online individual and small group consultations with students regarding learning strategies, student development, and success;
- Liaise with faculty, support staff, and administrators on activities related to complementary, integrated, and embedded curriculum supports for student learning, customized learning resources, and the application of learning strategies within and across disciplines;
- Design, develop, and deliver instruction to students through class visits, virtual, and face to face workshops, online resources, and tutorials;
- Design, develop, and deliver tutor training curriculum, work with staff and faculty as part of the Learning Centre tutor training team, and provide leadership and mentorship to tutors

##### (ii) Service:

- Participation in program, department, faculty, and university committees and events

- Participation in regional, national and international committees and other professional organizations
- Other non-teaching duties to support the Faculty or University

**(iii) Scholarly Activity and Professional Development:**

- The Parties recognize the importance of the development and maintenance of academic and professional currency through Scholarly Activity as per Article 12.17
- The Parties recognize the importance of the development and maintenance of academic and professional currency through Professional Development as per Article 16.03 (a)

**4. Article 12.03 – CONTACT HOURS**

- (g) Unless there is agreement between the faculty member and the Employer ~~prior consent~~, there shall be a minimum of twelve hours between the end of the regular or non-regular type 2 faculty member's last class one day and the beginning of their ~~his/her~~ first class the next day.
- (h) No regular or non-regular type 2 faculty member shall be required to work a day consisting of more than ten hours from the beginning of the first class to the end of the last class without ~~his/her consent~~ agreement between the faculty member and the Employer.

**5. Article 12.04 – WORKLOADS**

The parties agree to the following provisions relating to faculty members' workload.

- (a) The registration limits for all courses currently offered by the Employer in the academic, career and technology are 35 unless established by practice or by the Joint Committee on Class Size Past Practice as lower, excepting multiple sections where the limit is the correct multiple of the number of sections involved.
- (b) The registration limits for English are as follows:
  - (i) Writing and Composition Courses – 25
  - (ii) Writing Skills – 17
  - (iii) Creative Writing – 22
  - (iv) Literature - 35
- (c) Registration limits will be measured at the Stable Enrolment Date as identified by the Registrar's Office each semester.
- ~~(d) The Employer will supply, in consultation with program faculty members and within its budget allocation, non-regular type 1 members to help peak periods of critiquing student work in Interior Design where such a need is identified.~~
- ~~(e) For continuous intake, self-paced day students only, ¼ time students shall count as 1/3 time, and ½ tie students will count as 2/3 time in determining workload in Academic and Career Preparation.~~

{f} **(d)** Student/instructor ratios in Academic and Career Preparation are as follows:

(i) Intermediate/Advanced Provincial Level Courses - 19/1

(ii) Fundamental (non-literacy) Level Courses - 16/1

(iii) Literacy Level Courses - 13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

{g} **(e)** The registration limits in the Bachelor of Science in Nursing Program are as follows:

Semesters 1-8	Class size limit	Weekly contact hours	Mode
Theory	32	16	Classroom related
Reality (Clinical)	8	20	Reality learning
Lab	16	24	Simulated Learning
Simulation	16	20	Reality learning
Praxis	16	16	Classroom related
Communication	32	16	Classroom related
Project/Practicum	20	32	Practicum/Supervision
CNP1 and CNP2	20	32	Practicum/Supervision

## 6. Article 14 – EDUCATIONAL LEAVE

14.08

- (b) (i) Educational leave under Article 14.05 will entitle a faculty member to a ~~six~~**four (4)** month period at 80% of salary, excepting where the conditions of Article 14.08(a) apply;  
(ii) Existing Language  
(iii) Existing Language

- (c) **Employees must return to work for a minimum of thirty-six (36) months before being considered for another four months' leave and seventy-two (72) months for another twelve months' leave, inclusive of Article 14.13 requirements.**

**Notwithstanding the above, if there are funds allocated to the Educational Leave Fund that are not used by the end of the application cycle in the current year, the Educational Leave committee will review any such applications that do not meet the time thresholds above.**

14.09

- (a) The Employer will allocate an amount equal to 1.6% of the regular and non-regular type 2 faculty members' salary budget (minimum floor of \$45,000) to pay the cost of replacing faculty members on educational leave during the fiscal year.

The Union shall be notified of this amount based on the nominal roll as of ~~1-January~~ **October 31st**.

14.14 Applications for leaves commencing in the next fiscal year (April 1 - March 31) shall be submitted by **September 30th** ~~December 1st~~ in the following manner:

- ~~written applications are to be submitted to the~~ **Educational Leave Committee Administrator** responsible, **will receive and ensure the applications are completed in a timely manner.** ~~who~~ **If the application is incomplete, the Administrator responsible** will circulate the application to the appropriate groups (e.g., discipline, program, campus) and the applicant's administrator for comment on the value of the educational leave and the desirable form of replacement;
- the application, together with the comments and recommendations, will then be submitted **by the Education Leave Committee Administrator** to the Educational Leave Committee, with a copy to the applicant;
- the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.

14.15 The Educational Leave Committee will consider all applications submitted by the ~~September 30th~~ ~~December 1st~~ date and, by **November 30th** ~~February 28th~~, will forward their ranked recommendations, together with their rationale for same, to the University President. ~~The Committee's report will state which applications it believes should be granted.~~ Also, the Committee will send a copy of its report to the applicants **their individual recommendations.**

14.16 By ~~December~~ ~~March~~ 15th the University President will advise the applicants of **their** ~~his/her~~ final decision.

14.17 Applications submitted after ~~December 1st~~ **September 30th but no later than October 30th** will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the University President.

14.18 The Educational Leave Committee shall be composed of one representative elected from each professional development committee, and the administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected **annually** by and from the Committee ~~and shall serve for one calendar year.~~

**7.** Letter of Understanding #12 – ELIMINATION OF MANDATORY RETIREMENT  
*Renew and amend as follows:*

The Parties agree to the following:

- ~~1. Article 21 of the collective agreement ceases to have force and effect as of January 1, 2008.~~

2. ~~Article 22.06 — As of January 1, 2008 “Full Years to Retirement” shall read in the context to mean “Full Year to Age 65”.~~

3. ~~1.~~ As of January 1, 2008 Health and Welfare benefit coverage, for eligible post age 65 faculty, will be in accordance with the schedule of benefits listed in the Plan and will be subject to the limitations specified in the Plan, including eligibility requirements.

- a. Basic Medical Insurance as per Article 15.01 (a)
- b. Extended Health Benefits as per Article 15.01 (b)
- c. Group Life Insurance at 1 times the annual earning. Coverage will terminate on the employee’s seventy-first birthday or upon retirement, whichever occurs earlier.
- d. Accidental Death and Dismemberment Insurance at 1 times the annual earning. Coverage will terminate on the employee’s seventy-first birthday or upon retirement, whichever occurs earlier.
- e. Dental Benefits as per Article 15.03
- f. Disability Benefits as per Article 15.06 (a)

The Parties agree that faculty who turned 65 on or after September 1, 2007 will be captured effective January 1, 2008 by the elimination of mandatory retirement.

8. Letter of Understanding #16 – WORKING COMMITTEE ON SECONDARY SCALES  
*Delete.*

9. **[New] Letter of Understanding – JOINT COMMITTEE ON CLASS SIZE PAST PRACTICE**

**LETTER OF UNDERSTANDING #XX**  
**JOINT COMMITTEE ON CLASS SIZE PAST PRACTICE**

**The parties agree to form a Joint Committee with a mandate to discuss, review, and adjust class size for classes with registration limits lower than thirty-five (35).**

**The committee shall have equal representation of Union and Management representatives. The committee shall complete its tasks with phased implementation of adjustments as soon as practicable. The Joint Committee will schedule meetings within 10 business days of the ratification of the 2019-2022 Collective Agreement, unless otherwise mutually agreed, and conclude its work no later than December 31, 2020. The Committee will:**

- a) **Determine all instances of classes with past practice registration limits lower than thirty-five (35) students.**
- b) **Jointly review the past practice registration limits in consultation with a representative of affected faculty and other stakeholders as determined by the Committee. The following factors shall be considered:**

- Safety
  - Pedagogy
  - Professional body requirements
  - Number of practicum placements available
  - Physical space and equipment limitations
  - Sustainability of programs (may include enrollment related information, financial viability, labour market demand, relationship to institutional mission, availability of qualified faculty and delivery mode)
  - Other factors as jointly agreed
- c) Forward minutes of decisions by the Committee to the Labour Management Relations Committee and to the Joint Committee on Workload and Registration Limits.
- d) Should the parties fail to agree on specific increases to registration limits by December 31, 2020, the Expedited Arbitration process of Article 17.07 shall apply with the arbitrator being David McPhillips.

#### 10. [NEW] Letter of Understanding – MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement and all references to the Medical Services Plan of BC from that agreement will be reinstated.

#### 13.05 LEAVE OF ABSENCE WITHOUT PAY

- (d) No benefits shall be payable by the Employer for faculty members on leave without pay, except as provided in this Agreement. For faculty members on part-time leave without pay, benefit premiums shall be payable by the Employer on a pro rata basis.

If a faculty member proceeding on leave without pay makes a prior payment to the Employer of both the faculty member's share and the Employer's share (pro-rated, if applicable) of any or all of the following benefits, the Employer shall remit these payments to ensure continuous coverage: Life Insurance, ~~Medical Services Plan of BC~~, Extended Health, Dental, Short and Long Term Disability and AD&D.

#### 15.01 MEDICAL COVERAGE

- (a) Basic Medical Insurance

The Employer **will be responsible for paying the Employer Health Tax.** ~~is registered with the Provincial Government to provide a~~ All eligible faculty members **have access to** a basic medical plan in accordance with the Medical Services Plan (**MSP**) of British Columbia. **Employees are responsible for the self-administration of their MSP accounts with Health Insurance BC.** ~~The monthly premium of the plan is assumed totally by the Employer for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.~~

## SCHEDULE B

Items agreed to but not signed off between the parties during these negotiations in the renewal of the 2014-2019 KPU KFA Collective Agreement.

#	Article / Description
1.	Article 1.01, Parties to Agreement
2.	Article 1.02, Term of Agreement
3.	Article 2.03, Assignment of Other Duties
4.	Article 4.03, Faculty Overload
5.	Article 9.01, Salary Scale
6.	Article 12.02, Trades Curriculum/Program Development Requiring Funding
7.	Article 12.07, Counsellors, Librarians and Others
8.	Article 13.01, Preamble
9.	Article 13.02, General Leave
10.	Article 13.07, Maternity and Parental Leave
11.	Article 13.10, Intimate, Personal and Relationship Violence Leave
12.	Article 13.11, Leave Respecting the Death of a Child
13.	Article 13.12, Leave Respecting the Disappearance of a Child
14.	Article 13.13, Cultural Leave for Aboriginal Employees
15.	Article 13.14, Public Duties
16.	Article 15.01, Medical Coverage
17.	Article 15.03, Dental Plan
18.	Article 16, Professional Development
19.	Article 22, Retirement Incentives
20.	Article 23.03, Complaint Procedures
21.	<i>Renew:</i> LOU#4, Joint Committee on Continuing and Professional Studies
22.	<i>Renew:</i> LOU#5, Continuing and Professional Studies
23.	<i>Renew:</i> LOU#8, Directors of Research Institutes
24.	<i>Renew:</i> LOU#11, Joint Committee on Benefits Administration
25.	New LOU, Employment Equity – Aboriginal Employees
26.	New LOU, Supplemental Employment Benefits for Parental Leave
27.	New LOU, Joint Committee on Workload and Registration Limits
28.	<i>Renew:</i> Appendix A, Dental Plan
29.	<i>Renew:</i> Appendix B, Medical Travel Referral Benefit
30.	<i>Amend:</i> Appendix D, Family Members for Purpose of Article 13.09 Compassionate Care Leave

### 1. Article 1.01 – PARTIES TO AGREEMENT

*Update date to reflect ratification date. The rest of the article remains unchanged.*

### 2. Article 1.02 – TERM OF AGREEMENT

The duration of this agreement shall be from April 1, **2019** to March 31, **2022**.



*[The rest of the article remains unchanged]*

**3. Article 2.03 – ASSIGNMENT OF OTHER DUTIES**

- (c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty members of the proposed projects and applications invited. **Selection and appointment shall be in accordance with the principles of Article 4.02.** However, if the parties mutually agree the project is specific to a discipline/program, the Employer may give notice (a minimum of 5 working days) only to faculty members in the discipline/program **and invite expressions of interest.** Selection and appointment shall be in accordance with the principles of Article 4.02.

*[The rest of the article remains unchanged]*

**4. Article 4.03 – FACULTY OVERLOAD**

**b.) Compensatory Time-Off**

- ii) Compensatory time off must be taken no later than ~~5~~ **three (3)** years from when the overload was completed. The scheduling of the time off would be by mutual agreement between the Dean and the faculty member. If the faculty member and the Dean are unable to reach agreement on the scheduling, the Dean will schedule the time off **or initiate an automatic payout of the compensatory time off portion that exceeds the three (3) years.** The deadline for time off would be indicated on the faculty overload contract by the Dean.

*[The rest of the article remains unchanged]*

**5. Article 9.01 – SALARY SCALE**

Apply the following wage increases to all collective agreement salary scales and stipends.

- (a) Effective the first day of the first full pay period after the date of April 1, 2019, all rates of pay shall be increased by two percent (2%).
- (b) Effective the first day of the first full pay period after the date of April 1, 2020, all rates of pay shall be increased by two percent (2%).
- (c) Effective the first day of the first full pay period after the date of April 1, 2021, all rates of pay shall be increased by two percent (2%).

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all employees as of April 1, 2019 who are members of the bargaining unit.

**Notwithstanding the foregoing, any former employees who worked for KPU between April 1, 2019 and the date of ratification must apply within eight (8) weeks of the date of ratification in order to receive**

the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

6. Article 12.02 – **TRADES** CURRICULUM/PROGRAM DEVELOPMENT REQUIRING FUNDING

The Employer shall maintain a **Trades** curriculum development fund to be administered by the **Faculty of Trades and Technology Standing Committee on Curriculum** ~~Education Council~~. Application for curriculum/program development funds shall be made by the faculty member to the **Committee** ~~Educational Council~~ or its designate. ~~Faculty members in non-semester based programs or services, whose proposals meet the proposal evaluation criteria, will be given priority in the assignment of funds.~~

**The parties agree that the current value of the fund as of April 1, 2019 will be drawn down to \$50,000 to support Trades faculty technology requirements for current curriculum development needs. At the start of each fiscal year, the Employer will provide additional funding as necessary to ensure the fund retains a balance of \$50,000.** Any unused monies will be retained and rolled into the fund the following year.

7. Article 12.07 - COUNSELLORS, LIBRARIANS AND OTHERS

(a) Counselling Services Faculty Members

The normal work week for **full-time** faculty members covered under this section is 35 hours per week ~~and the~~. The maximum for direct contact hours with students is 24 hours per week. Individual faculty members may elect to exceed this maximum. Where such faculty members are involved in instructional modes listed in Article 12.03, these shall be pro-rated. For part-time regular and non-regular faculty type 2 under this article, ~~contact and non-contact hours~~ **non-PD accountable days** shall be prorated proportionally **on an annual basis**. Scheduling **Annual work schedules, including forty-two (42) vacation days and twenty-one (21) PD days,** ~~shall follow past practices and shall be delivered~~ **be determined** in cooperation with the administrator responsible.

(b) Librarians

The normal work week for librarians is 35 hours per week. The maximum for reference desk coverage is 20 hours per week. Individual faculty members may elect to exceed this maximum. Where librarians are involved in instructional modes listed in Article 12.03, these shall be pro-rated. For part-time regular and non-regular type 2 librarians, part of their assignment shall be scheduled as non reference desk duties as agreed upon by the librarian and the administrator responsible.

Scheduling **of** work shall ~~follow past practices and shall be delivered~~ **be determined** in cooperation with the administrator responsible.

(c) Other Faculty Members Not Covered Above

**Scheduling of work** ~~For these faculty members, work schedules shall follow past practices and shall be~~ **determined** ~~delivered~~ in cooperation with the administrator responsible. Where other faculty members not covered above and librarians are involved in instructional modes listed in Article 12.03, the workload shall be pro-rated.

8. Article 13.01 – PREAMBLE

~~(a) All references within the leave provisions of this Agreement include heterosexual, common-law, and same sex partners.~~

*[Re-letter following list]*

9. Article 13.02 – GENERAL LEAVE

- (a)** The Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. **Requests for such leave shall be made in writing to the Employer, and similarly will be responded to in writing.** Such leaves shall **be granted based on operational requirements and shall** not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.
- (b)** **Faculty members shall request any extension of leave no later than sixty (60) calendar days prior to the agreed return date.**

10. Article 13.07 – MATERNITY AND PARENTAL LEAVE

(c) Commencement of Leave

Leave taken under this Article shall commence:

- (i) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within **seventy-eight (78)** ~~52~~ weeks of the birth unless the Employer and the employee agree otherwise.
- (ii) for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the birth.
- (iii) for an adopting parent, within **seventy-eight (78)** ~~fifty-two (52)~~ weeks after the child is placed with the parent.
- (f) Supplemental Employment Benefit for Maternity and Parental Leave
- When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (i) For the first one (1) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

- (ii) For the second week of maternity leave an employee shall receive an amount equal to the difference between the Employment Insurance benefits and one hundred percent (100%) of her average base salary.
- (iii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five (95%) of her salary calculated on her average base salary.
- (iv) For up to a maximum of thirty-four (34) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on her average base salary.
- (v) For one (1) additional week of parental leave, the biological mother shall receive an amount equal to eighty-five (85%) of her salary calculated on her average base salary.
- (vi) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
- (vii) The average base salary for the purpose of (i) through (iv) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- (viii) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

**11. [New] Article 13.10 – INTIMATE, PERSONAL AND RELATIONSHIP VIOLENCE LEAVE**

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

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and**
- (b) up to 15 weeks of unpaid leave.**

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

*[Re-number subsequent articles]*

**12. [New] Article 13.11 – LEAVE RESPECTING THE DEATH OF A CHILD**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

*[Re-number subsequent articles]*

**13. [New] Article 13.12 – LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

*[Re-number subsequent articles]*

**14. [New] Article 13.13 – Cultural Leave for Aboriginal Employees**

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

*[Re-number subsequent articles]*

**15. Article 13.14~~10~~ – PUBLIC DUTIES**

(a) The Employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, or federal or Aboriginal government election to a maximum of ninety days. Such leaves will not be unreasonably denied.

(b) The Employer will grant a leave of absence without pay to an employee:

- i. to seek election in a municipal, provincial, or federal, or Aboriginal government election to a maximum of ninety (90) days.
- ii. Where elected to public office, for up to two (2) consecutive terms.

**(c) The Parties agree that Article 13.14 Public Duties may be applied to duties that include non-elected Aboriginal governance.**

(d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on Employer time, premises or with Employer equipment/services.

(e) The regular faculty member will pay the Employer's share of fringe benefit premiums.

*[Re-number subsequent articles]*

**16. Article 15.01 – MEDICAL COVERAGE**

**(b) Extended Health Benefits**

- (i) The Employer, by means of a policy issued by the insurance company, provides extended health benefits to all eligible faculty members. The monthly premium for this benefit is assumed totally by the Employer for each eligible faculty member, spouse/common-law spouse and his/her dependants. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.
- (ii) Total lifetime coverage maximum is unlimited.
- (iii) Re-imbursement level on claims is 95%.
- (iv) Hearing Aid benefit claims shall be reimbursed to a maximum of ~~\$600.00 every sixty (60) consecutive months.~~  
Effective January 1, 2017, hearing aid coverage shall be increased to **one thousand dollars (\$1000)** every three (3) years.
- (v) Vision Care benefit claims shall be reimbursed to a maximum of \$500.00 during any twenty-four (24) consecutive month period for lenses and frames or contact lenses or laser eye surgery.  
**Effective July 1, 2020, vision care coverage shall be increased to six-hundred and fifty dollars (\$650).**
- (vi) Eye examinations shall be reimbursed to a maximum benefit of ~~\$75.00 during any twenty-four (24) consecutive month period.~~  
Effective January 1, 2016, eye examinations shall be reimbursed to a maximum benefit of one hundred (\$100) dollars during any twenty-four (24) consecutive month period.

- (vii) Eligible out-of-province/country medical expenses, excluding hospital charges, shall not exceed \$25,000.00 in any twenty-four (24) month period.
- (viii) Health and welfare benefit coverage shall cease on the day that an employee's employment terminates.

**While not to be included in the Collective Agreement, effective July 1, 2020, the reimbursement for professional services will be amended from \$10 per visit maximum for the first five (5) visits per calendar year to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of the Extended Health Benefits plan.**

**17. Article 15.03 – DENTAL PLAN**

- A. 100% of basic services, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, **endodontics** ~~orthodontics~~ and periodontics;

**18. Article 16.01 – PROFESSIONAL DEVELOPMENT**

- (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:

- (i) Science (including Biology, Chemistry, Physics and Applied Science), Mathematics, Environmental Protection Technology, Sustainable Agriculture, Health Sciences and Horticulture (including Greenhouse Production, Turf Management, Landscape Design and Maintenance, Plant Health, Urban Ecosystems and Horticulture Apprenticeship, Brewing and Brewing Operations Program), **Computer-Aided Drafting and Design**. \*Horticulture is currently a separate grouping but may merge with this grouping at some point to be determined.

- (ii) Arts Humanities (including English, Creative Writing, Fine Arts, Language and Cultures, Philosophy, Music Educational Studies, Education Assistant, **Policy Studies, Interdisciplinary Expressive Arts**), Social Sciences (including Anthropology, Criminology, Geography, History, Asian Studies, Political Science, ~~Policy Studies~~, Psychology, Sociology, Journalism and Communication Studies). \*Humanities and Social Sciences are currently separate groupings but may merge at some point to be determined.

- (iii) Design (including Foundations in Design Fashion, Product Design, Graphic Design for Marketing Interior Design, Technical Apparel Design)

- (iv) Health (including Bachelor of Science in Nursing, Bachelor of Science in Nursing Post Baccalaureate, Bachelor of Psychiatric Nursing, Health Care Assistant Program, Nursing Re-entry Programs, Health Unit Coordinator)

- (v) Business (including Accounting, Business Quantitative Studies, Business, Computer Business Systems, Computer Science and Information Technology, Economics/Financial

Services, Human Resources Management, Legal Administrative Studies, Marketing, Applied Communications, Entrepreneurial Leadership, Public Relations)

(vi) Trades and Technology (including Appliance Servicing, Parts, Warehousing, Logistics & Distribution, Apprentice Partsperson, Apprentice Automotive Service Technician, Automotive Service Technician, Apprentice Electrical, Electrical, Masonry, Apprentice Carpentry, Carpentry/Building Construction, Apprentice Millwright, Millwright, Welding, Metal Fabrication, Apprentice Plumbing, Plumbing, ~~Computer Aided Drafting and Design~~, Farrier, Public Safety Communications)

(vii) Academic and Career Advancement and Student Services (including Counselling, English Language Studies, Access Programs for People with Disabilities, Learning Centre, Academic and Career Preparation, ~~Career Choices and Life Success~~, Student Life and Development)

(viii) Library and Cooperative Education

Should the Employer establish a new discipline/program or move an existing discipline/program it will consult with the Union regarding the grouping into which the discipline/program shall be placed by the Employer.

*[Items (b) through (f) remain unchanged]*

- (g) ~~A budget of \$550.00 for each full time equivalent faculty member in a group (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.~~

~~Effective January 1, 2017, a budget of \$625.00 for each full time equivalent faculty member in a Faculty (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.~~

~~Effective January 1, 2019, A~~ budget of \$700.00 for each full time equivalent faculty member in a Faculty (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.

*[The rest of the article remains unchanged]*

## **19. Article 22 – ~~EARLY~~ RETIREMENT INCENTIVES**

*All references to “early retirement incentives” in Article 22 be changed to read “retirement incentive”.*

### **22.06 INCENTIVE ALTERNATIVE AND METHOD OF INCENTIVE PAYMENT**



a) **Lump Sum Payments**

The retiring allowance of **75% of step 11 of Article 9.01** shall be paid in annual instalments, to a maximum of three (3) instalments ~~of one-third of annual salary~~, to be paid on agreed-upon dates acceptable to the faculty member, ~~and shall be based on scale salary\* without allowances at the date of retirement (i.e. last day worked) in the following amounts):~~

Full Years to Retirement	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

~~\* This amount could be subject to change by virtue of a new or renewed collective agreement that provided a salary increase applicable on the last day worked.~~

**20.** Article 23.03 – COMPLAINT PROCEDURES

g) Investigation

Where either the complainant or the respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred either to a mutually agreeable internal investigator, or to an external investigator selected from the following list:

Rebecca Frame  
~~Irene Holden~~  
~~Deborah Lovett~~  
~~Ana Mohammed~~  
~~John Sanderson~~  
~~Anita Braha~~  
Cherryl Otto  
Kyra Hudson  
Linda Sum  
Mark Atkinson  
Nancy Harwood

An investigator will be appointed within ten (10) working days of referral.

**21.** Letter of Understanding #4 – JOINT COMMITTEE ON CONTINUING AND PROFESSIONAL STUDIES  
*Renew*

22. Letter of Understanding #5 – CONTINUING AND PROFESSIONAL STUDIES  
*Renew and amend as follows:*

5) Rates of Pay

- c) Minimum rates for hourly paid CPS faculty:
- i) Direct instruction: **\$53.85** per hour.
  - ii) Other accountable time: **\$38.27** per hour.

*[Delete previous table and replace with the following]*

CPS Type 1 Hourly Pay Rates	<u>01-Apr-19</u> to <u>31-Mar-20</u>	<u>01-Apr-20</u> to <u>31-Mar-21</u>	<u>01-Apr-21</u> to <u>31-Mar-22</u>
Direction Instruction	<b><u>\$53.85</u></b>	<b><u>\$54.92</u></b>	<b><u>\$56.02</u></b>
Other Accountable Time	<b><u>\$38.27</u></b>	<b><u>\$39.04</u></b>	<b><u>\$39.82</u></b>

All rates will be effective the first day of the first full pay period after the first of the month.

~~<sup>1</sup>The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before June 1<sup>st</sup>, 2015.~~

~~<sup>2</sup>See Appendix – Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.~~

~~<sup>3</sup>Annual wage rates to be determined depending on the ESD.~~

23. Letter of Understanding #8 – DIRECTORS OF RESEARCH INSTITUTIONS  
*Renew*

24. Letter of Understanding #11 – JOINT COMMITTEE ON BENEFITS ADMINISTRATION  
*Renew*

25. **[New] Letter of Understanding – EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES**  
**KPU and the KFA recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that KPU and the KFA will apply to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.**

26. **[New] Letter of Understanding – SUPPLEMENTAL EMPLOYMENT BENEFITS FOR PARENTAL LEAVE**

Whereas:

- a. The Government of Canada recently made amendments to the *Employment Insurance Act* to make changes to the employment insurance benefits respecting parental leave;

Effective the date the date of ratification, the parties agree to the following amendments to Article 13.07 of the Main Agreement:

1. When applying for Parental Employment Insurance (EI) employees who qualify for parental leave may now choose from the following two (2) options:
2.
  - a. "Standard Parental Benefits"
    - EI Parental Benefits for up to thirty-five (35) weeks, which can be divided between the two (2) parents.
    - The thirty-five (35) weeks must be in the twelve (12) months after the child is born or adopted.
    - The parent will receive 55% of their individual average weekly earnings, to a maximum of \$562 per week (as of 2019) for each week of paid benefits.
  - b. "Extended parental benefits"
    - EI parental benefits for up to sixty-one (61) weeks, which can be divided between the two parents.
    - The sixty-one (61) weeks must be in the eighteen (18) months after the child is born or adopted.
    - The parent will receive 33% of their individual average weekly earnings, to a maximum of \$337 per week (as of 2019) for each week of paid benefits.
3. When applying for EI benefits, both parents must:
  - a. Choose the same option ("standard" or "extended").
  - b. Indicate how many weeks they plan to take.
4. Parents can receive benefits at the same time or separately.
5. Once an employee opts for standard parental benefits or extended parental benefits, the decision is irrevocable.
6. Employees who opt for extended parental leave will receive the equivalent overall amount of Supplemental Employee Benefit (SEB) to which they would have been entitled to for the thirty-five (35) weeks under the standard parental leave period, but the SEB payments will be spread over sixty-one (61) weeks instead of thirty-five (35).
7. If an employee opts for standard parental benefits, then there will be no required change to the application of Article 13.07 (supplemental employment benefits for maternity and parental leave (SEB)).

If an employee opts for the extended parental benefits, notwithstanding the wording of Article 13.07, on a without precedent and prejudice basis, the parties have agreed that the following cost neutral application of Article 13.07 will form part of the Memorandum of Settlement between them for the 2019-2022 KPU/KFA Collective Agreement on the following terms and conditions:

- i. Notwithstanding Article 13.07(f)(iii) and (iv), similar to the EI benefit approach, the same total SEB benefit amount currently received under article 13.07(f)(iii) and (iv) when the employee opts for thirty-five (35) or thirty-seven (37) weeks respectively shall now be spread out and paid over the sixty-one (61) week period.
  - ii. With respect to the period of extended EI benefits only (week 36 to 61), the ability to take leave, receive benefits and buy-back pension for this extended period would be governed by 13.07(b), 13.07(d)(i) and 13.07(d)(ii) respectively.
  - iii. This agreement applies to all employees eligible for parental SEB benefits under article 13.07(f) (leaves commencing on, or after December 3, 2017) that choose and are eligible for the sixty-one (61) week extended parental EI benefits option.
  - iv. Article 13.07(f)(vi) is not affected by this LOU and continues to apply.
8. This agreement, and contents of the agreement are made on a without precedent and prejudice basis to any current or future interpretation or bargaining of Article 13.07(f).

This agreement shall take effect immediately and shall remain in effect until amended by the Parties.

27. [New] Letter of Understanding – JOINT COMMITTEE ON WORKLOAD AND REGISTRATION LIMITS

The Parties agree to form a Joint Committee with a mandate to discuss, design, and recommend a pilot project grounded in a seven section workload in conjunction with an increase in student registration limits from thirty-five (35) to up to forty (40), pursuant to Article 12.03 and 12.04. The Joint Committee will work toward an agreed upon model for negotiation in the next round of bargaining.

The committee shall have equal representation of Union and management representatives.

The Joint Committee will:

- a) define the scope of the pilot project.
- b) define the participating faculty groups.
- c) determine the new registration limits for courses other than those currently set at thirty-five (35) students.

The parties will make recommendations to the parties' respective principals in preparation for the next round of bargaining.

28. Appendix A – DENTAL PLAN  
*Renew*

29. Appendix B – MEDICAL TRAVEL REFERRAL BENEFIT  
*Renew*

30. Appendix D – Family Members for purpose of Article 13.09 Compassionate Care Leave  
*Renew and amend as follows:*

1. The following “family members” are persons identified through their relationship to the employee:
  - Spouse (includes ~~heterosexual~~, married and common-law partners regardless of sexual orientation, gender identity, or gender expression, ~~and same-sex relationships~~)

## SCHEDULE C

Items previously agreed and signed off between the parties during these negotiations in the renewal of the 2014-2019 KPU KFA Collective Agreement.

#	Article / Description	Signed
1.	Housekeeping – Gender Neutral Language Substitutions	May 29, 2019
2.	Article 1.05(i), FTE Service	January 28, 2020
3.	Article 4, Search Procedures	June 26, 2019
4.	Article 4.02, Search for Regular and NR2	April 16, 2020
5.	Article 4.04, Search for NRT1	April 16, 2020
6.	Article 4.04; 5.06, Search for NRT1 Faculty Members; Written Contracts	June 27, 2019
7.	Article 4.05, Chairs and Program Coordinators	June 26, 2019
8.	Article 4.06, Probationary Period, Regular and NRT2 Faculty	January 28, 2020
9.	Article 4.07, Probationary Period, NRT1 Faculty	January 28, 2020
10.	Article 7, Layoff and Recall - Regular Faculty	February 25, 2020
11.	Article 8.04, Alternate Work	June 26, 2019
12.	Article 12.10, Travel	April 16, 2020
13.	Article 12.11, Office Space	June 26, 2019
14.	Article 12.19, Reading Break	September 9, 2019
15.	Article 13.09, Compassionate Care Leave	February 25, 2020
16.	Article 17.07, Expedited Arbitration	June 27, 2019
17.	Article 18.01, Personnel Policies	January 28, 2020
18.	Article 18.03, Budget	June 26, 2019
19.	Article 21, Retirement	September 9, 2019
20.	Article 22.03, Selection Criteria	February 25, 2020
21.	<i>Renew</i> : LOU#1, Employment Equity	May 29, 2019
22.	<i>Renew</i> : LOU#2, Faculty Members Performance Reviews	April 16, 2020
23.	<i>Delete</i> : LOU#3, Workload in the Collaborative Nursing Program	January 28, 2020
24.	<i>Renew</i> : LOU#6, International Work	May 29, 2019
25.	<i>Delete</i> : LOU#7, Partial Layoff	April 16, 2020
26.	<i>Renew</i> : LOU#9, Human Resource Database	May 29, 2019
27.	<i>Renew</i> : LOU#10, Registry of Laid Off Employees	May 29, 2019
28.	<i>Amend</i> : LOU#13, Crosslisted Courses	February 25, 2020
29.	<i>Delete</i> : LOU#14, Harassment and Respectful Workplace	January 28, 2020
30.	<i>Renew</i> : LOU#15, LMRC Sub-committees	May 29, 2019
31.	<i>Delete</i> : Appendix C, Form 1	January 28, 2020
32.	<i>Renew</i> : Appendix C, Form 2	January 28, 2020
33.	<i>Delete</i> : Appendix E, ESD	January 28, 2020

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Gender Neutral Language Substitutions in the Collective Agreement

The parties agree to the following amendments to the collective agreement:

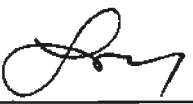

- Remove all gender specific pronouns (i.e. he, her, his, hers, etc.) and replace with gender neutral pronouns (they, their, them, etc.) throughout the agreement.

The Parties agree that these amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
\_\_\_\_\_  
\_\_\_\_\_

Date: May 28/15

**MOA Initials**

ER \_\_\_\_\_

UN \_\_\_\_\_

LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 1.05

The parties agree to the following amendments to Article 1.05 in the collective agreement:

Article 1.05      DEFINITIONS

(i)      Full-Time Equivalent Service

~~(ix) — service as a Dean or Director at Douglas College prior to November 1, 1977, if the faculty member held faculty status as of April 1, 1983;~~

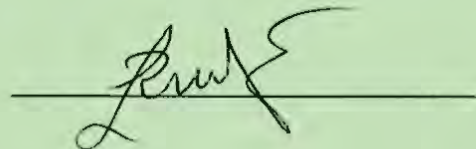
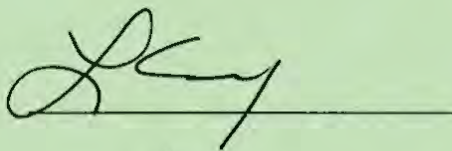
~~(x) — In the event an administrator who held a management position with the Employer as of April 1, 1983 returns to the bargaining unit as a regular faculty member he/she will be credited for all previous service accumulated as a faculty member at both Douglas and Kwantlen Polytechnic Universities. In addition, he/she will be credited for previous service as a Dean or Director at Douglas College prior to May 1, 1975.~~

(ixi)      Up to two years' service as in an administrative appointment or secondment subsequent to ~~December 31, 1986~~ where the faculty member was a member of the faculty for a minimum of two consecutive years immediately prior to accepting an administrative appointment or secondment.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: January 28, 2020



LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 4

The parties agree to the following amendments to Article 4 in the collective agreement:

ARTICLE 4 – SEARCH PROCEDURES

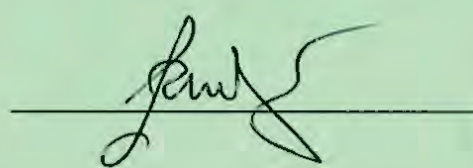
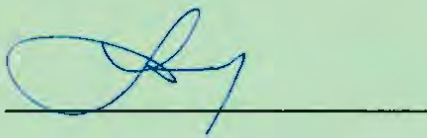
Any disputes arising from the outcome of a search process will be immediately referred by the complainant (or the Union on his/her behalf) to the Labour Management Relations Committee, who will examine and make findings regarding the fairness of the process. The LMRC shall render its findings within 10 working days from the date the matter was referred to it. This deadline may be extended up to 5 working days by the LMRC. The grievance timelines will commence at the date the LMRC issues its findings.

The search process is guided by the principles of fairness and transparency as per Article 4.02. Article 4 shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: June 26, 2019

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 4.02

The parties agree to the following amendments to Article 4.02 in the collective agreement:

#### **4.02 SEARCH FOR REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS**

##### **Formation of a Search Committee**

##### **(a) Departmental/Area Search Committee**

The Search Committee shall consist of up to 4 members: one designated by the University President or ~~his/her~~**their** designate and 2 or 3 elected annually by the discipline/program. Up to 3 alternate members may be elected annually by the discipline/program. The parties will consider variations to the standard committee format when unusual situations arise, there is a need for specific expertise, or there is a request by the discipline/program.

In the event ~~Search Committee~~**faculty member(s)** have not been elected, or the faculty member(s) elected decline(s) to participate in the search process for any reason, alternate member(s) shall be chosen from the alternate members list. In the event no Search Committee member or alternate member is available, the Union shall appoint a replacement to the Search Committee. Where possible, the replacement shall be appointed from the affected discipline/program.

The Union shall be provided with the list of the elected Search Committee members and alternate members on a yearly basis.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

##### **(b) Interdisciplinary or Interdepartmental Search Committee**

When the need arises to form a Search Committee that is interdisciplinary or interdepartmental, the parties will determine the scope of the search committee.

Normally, the Interdisciplinary or Interdepartmental Search Committee shall consist of one member designated by the University President or his/her designate, and at least one (1) annually elected Search Committee member from each identified department/area. The parties will consider variations to the

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committee format when unusual situations arise or there is a need for specific expertise.

In the event a Search Committee-faculty member from a department/area has not been elected, or the faculty member(s) elected decline(s) to participate in the search process for any reason, an alternate member shall be chosen from any of the member lists pursuant to (a) above. The Union shall be informed of this selection by the administrative designate. In the event no Search Committee member or alternate member is available, the Union shall appoint a replacement to the Search Committee. Where possible, the replacement shall be appointed from the affected discipline/program.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

- (d) If a candidate has any concerns relating to bias or conflict of interest on the part of a Search Committee member, those concerns should be brought to the Employer's attention by the Union- before the commencement of the interview process. Otherwise, the Employer will assume that the composition of the Search Committee is acceptable to the candidates and to the Union.

#### Search Process

- (e) The Search Committee shall review all written applications and supporting material, including the applicant's personnel file and shall compile the interview list. Representative(s) designated by the Search Committee shall conduct all interviews.

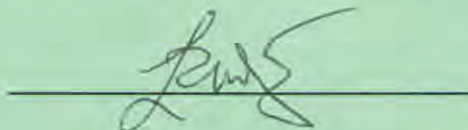
#### Posting of the Vacancy

- (k) Copies of advertisements for positions will be posted on each campus electronically institution wide for a minimum of two (2) weeks and, where appropriate, will be publicized in in-house publications.
- (n) If the position is offered to the incumbent, pursuant to (m)(i) above, and is declined, then the Employer may, in consultation with the Search Committee, offer the non-regular type 2 position to a faculty member from the qualified faculty list without posting.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

**Re: Article 4.04**

The parties agree to the following amendments to Article 4.04 in the collective agreement:

**4.04 SEARCH FOR NON-REGULAR TYPE 1 FACULTY MEMBERS**


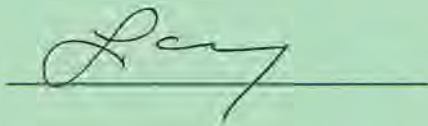
Whenever a need arises for non-regular type 1 faculty members, it shall be filled by the following process:

- (a) The Search Committee established in Article 4.02(a) **and (b)** shall compile an interview list of applicants for non-regular type 1 employment.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: \_\_\_\_\_

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 4.04 and 5.06

The parties agree to the following amendments to Article 4.04 and 5.06 in the collective agreement:

#### **4.04 SEARCH FOR NON-REGULAR TYPE 1 FACULTY MEMBERS**

The Employer proposes to amend the language in the highlighted clauses in 4.04 as follows:

(c)

(i) The Search Committee shall prepare a qualified faculty list of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This qualified faculty list shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the administrator responsible who will, when requested, communicate same to any interested party.

(g)

All non-regular type 1 offers will be made in writing. Normally, For scheduled classes, the Employer will issue contracts at least thirty days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.

- 5.06** If a section offered in writing ~~by contract~~ to any non-regular type 1 instructor is cancelled, the Employer will pay a cancellation fee of \$500 as well as the hourly rate specified per class contact hours that may have occurred. In the event the contract offered does not equate to a standard three (3) credit course, the maximum \$500 cancellation fee will be pro-rated according to the following formula:

\$ value of contract issued  
\$ value of 3 credit course

X

\$500 maximum cancellation fee

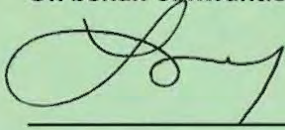
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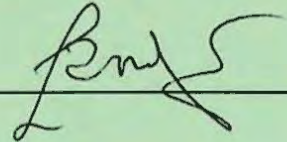
Agreed to:

On behalf of Kwantlen Polytechnic University



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On behalf of the Kwantlen Faculty Association



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Date: June 27, 2019

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LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 4.05

The parties agree to the following amendments to Article 4.05 in the collective agreement:

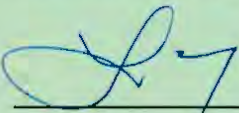
**4.05 CHAIRS AND PROGRAM COORDINATORS**

The Employer proposes to amend the language in the highlighted clauses in 4.05 as follows:

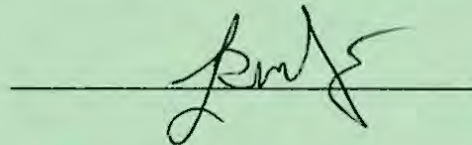
- (b) Whenever a vacancy arises for a chair it shall be filled by the following process:
  - (iii) ~~the chair shall be elected for a three-year term~~ normally, the chair shall be elected for a three-year term. However, alternate terms of service may be agreed to by the parties;
- (f) A chair or coordinator may serve for a maximum of two consecutive three-year terms unless otherwise agreed to, pursuant to (b)(iii) above.
- (h) When a vacancy is unable to be filled by the above process, it is understood that the administration will assume the duties normally performed by the chair or program coordinator. Every effort shall be made to fill the vacancy in a timely manner.

Agreed to:

On behalf of Kwantlen Polytechnic University



On behalf of the Kwantlen Faculty Association



Date: June 26, 2019

**MOA Initials**

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 4.06

The parties agree to the following amendments to Article 4.06 in the collective agreement:

### 4.06 Probationary Period

- (b) Evaluation during the probationary term: The process used for evaluation of regular and non-regular type 2 faculty members shall follow the provisions of the Guide for Faculty Performance Review, as per LOU#2 – Faculty Members Performance Review.

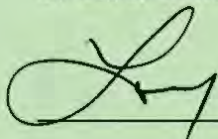
At least once per year (no more than twice with a minimum of 60 days between) during the probationary term the administrator responsible, ~~after consulting with the current Search Committee,~~ will give a report to the faculty member in writing. Should there be inadequacies in performance, needs or concerns, these will be ~~enumerated~~ communicated and positive suggestions made for each. If after a second evaluation the required levels of improvement have not been reached, or it appears that a recommendation for a continuing appointment may not be made, then the administrator responsible, ~~in consultation with the current Search Committee,~~ will, two months prior to the expiry of the probationary term, notify the University President or his/her designate who may determine that:

- (i) a contract for a further probationary term be offered;
- (ii) a continuing appointment be offered, or
- (iii) no other contract be offered.

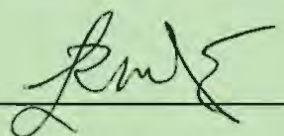
In accordance with Article 4.06(a) the first two years of non-regular service are deemed to be probationary in nature and thus, by definition, the evaluation requirement and procedure described herein apply.

Agreed to:

On behalf of Kwantlen Polytechnic University

  
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On behalf of the Kwantlen Faculty Association

  
\_\_\_\_\_

Date: January 28, 2020



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 4.07

The parties agree to the following amendments to Article 4.07 in the collective agreement:

#### **4.07 Probationary Period – Non-Regular Type 1 Faculty Members**

- (a) An evaluation of work performance may be conducted for each contract of a non-regular type 1 faculty member to a maximum of two years FTE service. This probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as per Article 4.08.
- (b) Evaluation of non-regular type 1 faculty members is carried out by the administrator responsible. Normally, the evaluation shall examine and rate the non-regular type 1 faculty member's teaching performance. The administrator responsible shall determine whether the non-regular type 1 faculty member's teaching performance is satisfactory or unsatisfactory. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied.
- (c) The process used for evaluation of non-regular type 1 faculty members shall follow the provisions of the Guide for Faculty Performance Review, as per LOU#2 – Faculty Members Performance Review.

~~The methods used to collect information may include the following but not be limited to:~~

- ~~(i) written faculty members peer evaluation;~~
- ~~(ii) written administrator evaluation;~~
- ~~(iii) written student evaluation;~~
- ~~(iv) written self evaluation by the non-regular type 1 faculty member.~~

~~Upon request, the faculty member shall receive a copy of all written evaluations. The final evaluation report will be discussed with the faculty member. The faculty member will sign a copy of the report indicating that the report has been seen and the faculty member will be given a copy of this signed report.~~

- (d) The faculty member can register agreement or disagreement with the report at this time or within seven (7) days he/she may submit a written response indicating agreement or

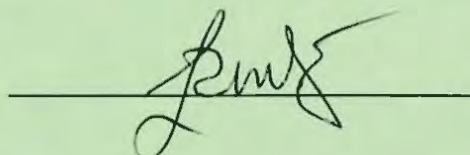
disagreement with the report. This response shall be placed on the faculty member's personnel file.

Agreed to:

On behalf of Kwantlen Polytechnic University



On behalf of the Kwantlen Faculty Association



Date: January 28, 2020



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 7

The parties agree to the following amendments to Article 7 in the collective agreement:

### **ARTICLE 7 – LAYOFF AND RECALL – REGULAR FACULTY**

- 7.01** The Employer may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. In this article, faculty member means regular faculty member.

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon the Employer to ~~consult~~ communicate effectively ~~elimination or reduction of programs or courses or services~~ with the Union, as soon as known, on any changes that may impact with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed. the security of employment of any part of the workforce.

#### To these ends:

- (a) The Employer shall engage in discussion and consultation with the Union on issues that may impact the security of employment of faculty members ~~the lay-offs;~~
- (b) The Employer shall give the Union ten (10) working days ~~an~~ to formulate a reply and make their own proposals to the Employer on issues that may impact the security of employment of faculty members. The parties may extend this deadline by mutual agreement. ~~present written submissions on the lay-offs;~~
- (c) ~~The parties agree that the consultation that takes place under Article 7.01 shall be on a without prejudice basis.~~ The Employer shall give consideration to any proposals which the Union puts forward.
- (d) The Employer will communicate with affected faculty members after the consultation process is complete.

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7.04 The affected faculty member will first meet with the appropriate ~~Vice-President~~ Dean or responsible administrator or designate to explore alternate job possibilities.

7.06 For the purpose of Article 7.05 above, a regular position would be deemed to be available for reassignment if there was:

- (a) a posted vacancy for a regular position; or
- (b) sufficient ongoing non-regular work to provide regular status at 50% or greater.

#### 7.08 SEVERANCE

(a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.06, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

(b) A regular faculty member recalled under Article 7.011 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the University subsequent to the date of re-call.  
Such repayment shall occur at the end of each year of service.

(c) In the event a regular faculty member is recalled and again laid off and has repaid to the Employer severance pay pursuant to Article 7.08 (b) during the period following his/her recall, the number of months of severance pay for the second layoff shall be calculated as follows:

$$y = s - (x - r)$$

where

y = number of months of severance pay due after the second lay-off.

x = number of months of severance pay paid upon the initial lay-off.

r = number of months of severance pay repaid to the Employer.

s = number of months of severance pay due under Article 7.08 (a) if all FTE service were counted (maximum is 10 months).

(d) A faculty member who has been paid his/her full severance entitlement and been recalled shall have the FTE service for any future severance start from the date of recall. If repayment occurred under 7.08 (b), the FTE service for severance pay will be re-instated in an amount proportionate to the number of months repaid.

#### 7.09 PARTIAL LAYOFF

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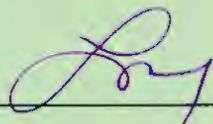
- (a) Regular faculty members who have their workload reduced for the reasons outlined in Article 7.01 will receive right of first refusal for unassigned non-regular work which they qualify for until their original regular workload is attained.
- (b) Regular faculty members whose workloads fall below 50% or for whom there is no other unassigned non-regular work for which they are qualified, may either:
  - (i) accept the available workload and continue on regular status with prorated benefits and with right of first refusal for unassigned non-regular work they qualify for until their original workload is attained, or
  - (ii) choose to be laid off under Article 7.08.
- (c) Regular faculty who are partially laid off will have the option to use severance to top up their salary, and to pay their health and welfare (i.e. medical, dental and extended health) and pension benefits for a maximum of two (2) years from the date of partial layoff.
- (d) Regular faculty who are partially laid off and are given additional non-regular work shall have their top up pursuant to (c) above adjusted so their total compensation does not exceed 100%.


The LMRC may address other issues pertaining to partial layoffs raised by either party.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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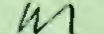
Date: February 25, 2020

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LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 8.04

The parties agree to the following amendments to Article 8.04 in the collective agreement:

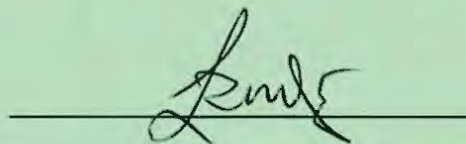
**8.04 ALTERNATE WORK**

In the event work is not available in the discipline/program, the affected non-regular type 2 faculty member shall meet with the appropriate ~~Vice President~~ Dean or delegate to identify unassigned work for which the affected faculty member has been placed on the qualified faculty list in other disciplines/programs, or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: June 26, 2019

**MOA Initials**

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 12.10

The parties agree to the following amendments to Article 12.10 in the collective agreement:

#### **12.10 TRAVEL**

- (a) Teaching at two locations on any one day may be required.
- (b) A faculty member shall not be assigned to teach at more than two locations in any given semester without his/her consent.
- (c) ~~A mileage allowance of 47 cents per kilometre. If the employer adjusts the mileage rate for administrators during the life of this Agreement, the above rates will be amended accordingly.~~  
When travel between locations is required, as per the employer's Business & Travel Expense Policy, Mileage will be paid for authorized University travel on the following basis:
  - The first campus reported to each day will, for the purposes of this article, be the home campus for that day and inter-campus mileage will accumulate from that location.
  - There will be no mileage claim allowed for travel from the last campus to home.

The rates in this policy are subject to change.

- (d) ~~In the event a faculty member is required by the Employer to report to more than one campus per day in excess of six days per month, on a regular and continuing basis, the faculty member shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC class 07 (business) premium that is over and above that for a class 02 (pleasure, drive to work or school).~~ consult with an ICBC insurance agent to determine if it is necessary for the faculty member to obtain business vehicle insurance. Upon presentation of the appropriate receipts and documents, the faculty member shall be reimbursed 100% of the annual incremental cost of the ICBC business class premium that is over and above the normal pleasure/commuter premiums. Such reimbursement is limited to one vehicle per faculty member and it is the responsibility of the faculty member to purchase class-07 business vehicle insurance when necessary.
- (e) Unreserved monthly parking pass rate will be \$10. Unreserved semester parking pass rate will be \$40. Unreserved annual parking pass rates will be \$120.00 per year. Reserved annual parking pass rates will be \$200.00 per year. The Employer will calculate the taxable benefit in accordance with CRA regulations. The Union will be notified at least four (4) months prior

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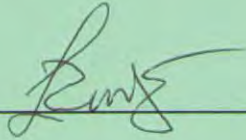
to the implementation of any changes to the Fair Market Value and/or the amount of taxable benefit of the parking passes.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association


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Date: \_\_\_\_\_

**MOA Initials**

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 12.11

The parties agree to the following amendments to Article 12.11 in the collective agreement:

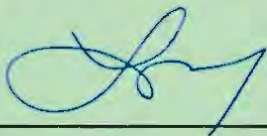
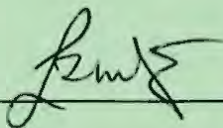
#### **12.11 OFFICE SPACE**

All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, if the Employer requires a faculty member to maintain a home office, the Employer will, upon request of a faculty member, complete Income Tax Form No. T2200 (Declaration of Employment Conditions – Office or Employment Expense).

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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Date: June 26, 2019

**MOA Initials**

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

And the

Kwantlen Faculty Association

### Re: Article 12.19

The parties agree to the following amendments to Article 12.12 in the collective agreement:

#### Article 12.19 READING BREAK

The University schedules a "student reading break" each year. The purpose of the break is to allow students time for activities such as non-classroom contact with instructors, work on assignments and reading. The break period is accountable time for faculty for such activities as student interviews, meetings, course preparation and curriculum development.

~~The University reserves the right to modify or move reading break for the following Faculties and/or departments:~~

- ~~— Faculty of Health~~
- ~~— Faculty of Science and Horticulture — Apprenticeship Programs~~
- ~~— Faculty of Trades~~
- ~~— Faculty of Arts — Education Assistant Program~~

~~Any other requests to modify or move reading break must be received by the Union four (4) months in advance of the scheduled reading break date(s).~~

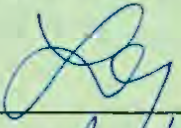
Requests for variances to this article must be submitted to LMRC in the semester prior to the scheduled reading break. LMRC may determine whether the variances are limited in duration, or ongoing.

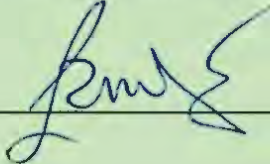
Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

Date:

  
Sept 9/19





## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 13.07

The parties agree to the following amendments to Article 13.07 in the collective agreement as well as the addition of a letter of understanding regarding Supplemental Employment Benefits for Parental Leave:

### **13.07 MATERNITY AND PARENTAL LEAVE**

#### **(f) Supplemental Employment Benefit for Maternity and Parental Leave**

When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (i) For the first one (1) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (ii) For the second week of maternity leave an employee shall receive an amount equal to the difference between the Employment Insurance benefits and one hundred percent (100%) of her average base salary.
- (iii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five (95%) of her salary calculated on her average base salary.
- (iv) For up to a maximum of thirty-four (34) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on her average base salary.
- (v) For one (1) additional week of parental leave, the biological mother shall receive an amount equal to eighty-five (85%) of her salary calculated on her average base salary.
- (vi) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child

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shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.

- (vii) The average base salary for the purpose of (i) through (iv) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- (viii) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

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## Letter of Understanding

Between  
Kwantlen Polytechnic University ("KPU")  
("the Employer")

And

Kwantlen Faculty Association ("KFA")  
("the Union")

### RE: Supplemental Employment Benefits for Parental Leave

Whereas:

- a. The Government of Canada recently made amendments to the *Employment Insurance Act* to make changes to the employment insurance benefits respecting parental leave;

Effective the date the MOA is signed the parties agree to the following amendments to Article 13.07 of the Main Agreement:

1. When applying for Parental Employment Insurance (EI) employees who qualify for parental leave may now choose from the following two (2) options:
2.
  - a. "Standard Parental Benefits"
    - EI Parental Benefits for up to thirty-five (35) weeks, which can be divided between the two (2) parents.
    - The thirty-five (35) weeks must be in the twelve (12) months after the child is born or adopted.
    - The parent will receive 55% of their individual average weekly earnings, to a maximum of \$562 per week (as of 2019) for each week of paid benefits.
  - b. "Extended parental benefits"
    - EI parental benefits for up to sixty-one (61) weeks, which can be divided between the two parents.
    - The sixty-one (61) weeks must be in the eighteen (18) months after the child is born or adopted.
    - The parent will receive 33% of their individual average weekly earnings, to a maximum of \$337 per week (as of 2019) for each week of paid benefits.
3. When applying for EI benefits, both parents must:
  - a. Choose the same option ("standard" or "extended").
  - b. Indicate how many weeks they plan to take.
4. Parents can receive benefits at the same time or separately.

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5. Once an employee opts for standard parental benefits or extended parental benefits, the decision is irrevocable.
6. Employees who opt for extended parental leave will receive the equivalent overall amount of Supplemental Employee Benefit (SEB) to which they would have been entitled to for the thirty-five (35) weeks under the standard parental leave period, but the SEB payments will be spread over sixty-one (61) weeks instead of thirty-five (35).
7. If an employee opts for standard parental benefits, then there will be no required change to the application of Article 13.07 (supplemental employment benefits for maternity and parental leave (SEB)).

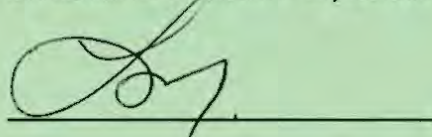
If an employee opts for the extended parental benefits, notwithstanding the wording of Article 13.07, on a without precedent and prejudice basis, the parties have agreed that the following cost neutral application of Article 13.07 will form part of the Memorandum of Settlement between them for the \_\_\_\_\_ KPU/KFA Collective Agreement on the following terms and conditions:

- i. Notwithstanding Article 13.07(f)(iii) and (iv), similar to the EI benefit approach, the same total SEB benefit amount currently received under article 13.07(f)(iii) and (iv) when the employee opts for thirty-five (35) or thirty-seven (37) weeks respectively shall now be spread out and paid over the sixty-one (61) week period.
  - ii. With respect to the period of extended EI benefits only (week 36 to 61), the ability to take leave, receive benefits and buy-back pension for this extended period would be governed by 13.07(b), 13.07(d)(i) and 13.07(d)(ii) respectively.
  - iii. This agreement applies to all employees eligible for parental SEB benefits under article 13.07(f) (leaves commencing on, or after December 3, 2017) that choose and are eligible for the sixty-one (61) week extended parental EI benefits option.
  - iv. Article 13.07(f)(vi) is not affected by this LOU and continues to apply.
8. This agreement, and contents of the agreement are made on a without precedent and prejudice basis to any current or future interpretation or bargaining of Article 13.07(f).

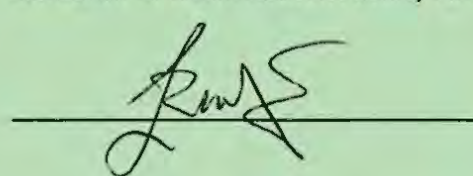
This agreement shall take effect immediately and shall remain in effect until amended by the Parties.

Agreed to:

On behalf of Kwantlen Polytechnic University



On behalf of the Kwantlen Faculty Association



Date: June 27, 2019

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 13.09

The parties agree to the following amendments to Article 13.09 in the collective agreement:

#### **13.09 COMPASSIONATE CARE LEAVE**

##### **(a) Entitlement**

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ twenty-seven (27) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

For the purpose of this Article 13.09, "Family Member" is defined as one of the persons listed in Appendix D, Family Members for the Purpose of Article 13.09 Compassionate Care Leave.

##### **(b) Benefits**

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- i) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- ii) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ twenty-seven (27) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- iii) Compassionate care leave, up to a maximum of ~~eight (8)~~ twenty-seven (27) weeks, shall be treated as a continuous employment for the purposes of seniority accrual under this Agreement.
- iv) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

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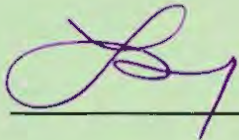
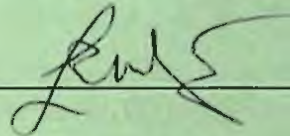
(c) Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the ~~eight (8)~~ twenty-seven (27) week period specified above. If the ill family member continues to need care after the twenty-seven (27) week period, the employee may take further leave upon providing the required certification under the Employment Standards Act. ~~Such additional leave shall be pursuant to Article 13.02 General Leave.~~

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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\_\_\_\_\_

Date: Feb 25, 2020

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 17.07

The parties agree to the following amendments to Article 17.07 in the collective agreement:

### **17.07 EXPEDITED ARBITRATION**

#### **3. Expedited Arbitrators**

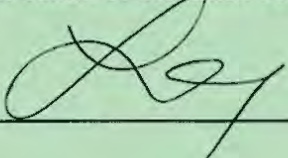
The following arbitrators shall be selected on the basis of the person who is available to hear the grievance thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Joan Gordon
- Kate Young
- Ken Saunders
- Mark Brown
- Marguerite Jackson
- Rick Coleman

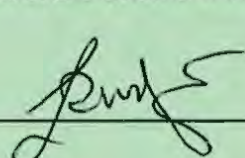
If none of the listed arbitrators is available to hear the grievance within thirty (30) days, the parties shall agree to another arbitrator within thirty (30) calendar days.

Agreed to:

On behalf of Kwantlen Polytechnic University



On behalf of the Kwantlen Faculty Association



Date: June 27, 2019

**MOA Initials**

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 18.01

The parties agree to the following amendments to Article 18.01 in the collective agreement:

#### 18.01 PERSONNEL POLICIES

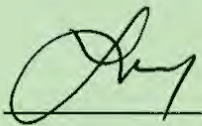
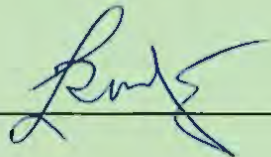
(d) ~~Upon request by the faculty member or the Union on the member's behalf,~~ All documents of a disciplinary nature will be removed from the employee's personnel file after a period of:

- i) 5 years for discipline which involves a suspension or an issue which involves harassment, discrimination or the health and safety of students or employees, provided there has been no further infraction of type (i) within the 5 years;
- ii) 2 years for all other disciplinary matters, provided there has been no further infraction of type (ii) within the 2 years.

Agreed to:

On behalf of Kwantlen Polytechnic University

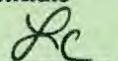
On behalf of the Kwantlen Faculty Association

  
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Date: January 28/20

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LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 18.03

The parties agree to the following amendments to Article 18.03 in the collective agreement:

**18.03 BUDGET**

(a) Before the Annual Budget Presentation to the Board, the Union will be given an opportunity to provide input.

~~(b) The Union will be provided with a copy of the annual proposed educational profile after it has been approved by the University Board except when the University Board determines that the profile has personnel implications.~~


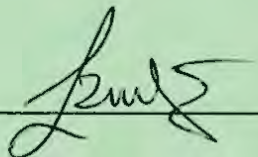
(e) The Union will be provided with a copy of the annual educational profile and budget after they have been approved by the University Board and Provincial Ministry of Advanced Education or its successor Ministry.

(d) After the Employer has received approval of its budget from the Ministry and determined its expense plan, a discipline/program may request a copy of the non-salary items in the budget for that discipline/program.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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Date: June 26, 2019

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LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: Article 21

The parties agree to the following amendments to Article 21 in the collective agreement:

ARTICLE 21 – RETIREMENT

~~(a) A faculty member shall retire from continuous full-time employment at the University College on August 31st, following the faculty member's 65th birthday.~~

(ba) A retiring regular faculty member shall ~~may~~, upon his their request, be placed on the department's qualified faculty list and may be offered employment as a non-regular type 1 faculty member, subject to the following conditions:

(i) ~~the retiree shall be automatically placed on the interview list for non-regular type 1 employment consideration by the Search Committee;~~

(ii) those non-regular type 1 appointments shall not exceed half-time;

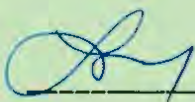
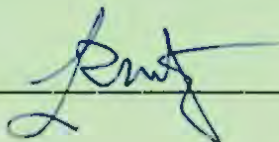
(iii) each year the retiree must express interest in continuing on the qualified faculty list. re-  
~~apply annually for non-regular type 1 employment.~~

(b) A retiring faculty member who remains on the qualified faculty list shall retain their KPU email.

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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Date: Sept 9/17

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Article 22.03

The parties agree to the following amendments to Article 22.03 in the collective agreement:

#### 22.03 SELECTION CRITERIA

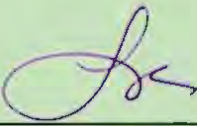
In considering applications for ~~early~~ retirement incentive from eligible faculty members, should the Employer determine it will be unable to offer an incentive to all who have applied, faculty members with the most FTE service shall be given preference. Article 8.07 will apply in the event of a tie in FTE service. ~~it will use the following criteria in ascertaining the faculty members to whom such offers should be given:~~

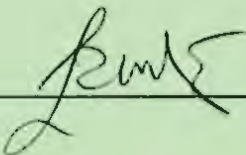
- ~~i) Faculty members with the most FTE service shall be given preference.~~
- ~~ii) In the event that two or more faculty members have equivalent FTE service, faculty members with less time remaining prior to retirement shall be given preference.~~

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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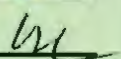
Date: Feb 25, 2020

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**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

**Re: Letter of Understanding Renewals in the Collective Agreement**


The parties agree to the renewal of the following Letters of Understanding (LOU) in the collective agreement:

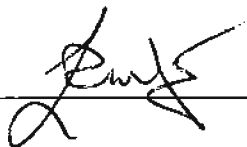
- LOU #1 – Employment Equity
- LOU #6 – International Work
- LOU #9 – Human Resources Database
- LOU #10 – Registry of Laid Off Employees
- LOU #15 – LMRC Sub-Committees

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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Date: May 28/19

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**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

**Re:Letter of Understanding Renewals and Deletions in the Collective Agreement**

The parties agree to the renewal of the following Letters of Understanding (LOU) in the collective agreement:

- LOU #2 – Faculty Members Performance Review

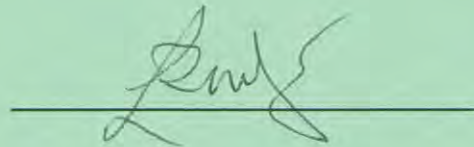
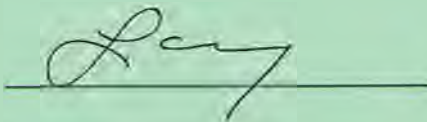
The parties agree to the deletion of the following Letters of Understanding (LOU) in the collective agreement:

- LOU #7 – Partial Layoff

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: \_\_\_\_\_

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## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

### Re: Letter of Understanding Deletions & Appendix Renewals/Deletions

The parties agree to the deletion of the following Letters of Understanding (LOU) in the collective agreement:

- LOU #3 – Workload in the Collaborative Nursing Program
- LOU #14 – Harassment and Respectful Workplace

The parties agree to the deletion of the following appendices in the collective agreement:

- Appendix C – Registry of Laid Off Employees Form 1
- Appendix E – Re: Economic Stability Dividend (ESD)

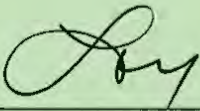
The parties agree to the renewal of the following appendix in the collective agreement:

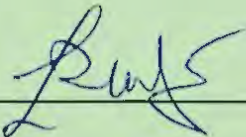
- Appendix C – Registry of Laid Off Employees Form 2

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association

  
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Date: January 20/20

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LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

Re: LOU #13

The parties agree to the following amendments to Letter of Understanding (LOU) #13 in the collective agreement:

LETTER OF UNDERSTANDING # 13  
CROSSLISTED COURSES

Crosslisted courses refer to those courses that the University Senate approves as meeting the criteria for crosslisted courses (Reference: Kwantlen Course Outline Manual).

The KFA and the employer agreed that the practices related to crosslisted courses, as they have historically occurred, will continue but be subject to the following collective agreement articles:

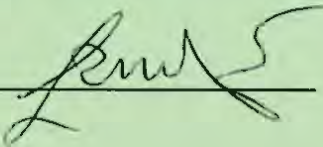
- Article 12.04; It is agreed that one section of crosslisted courses will not exceed the agreed upon single course/section enrollment maximum.
- Article 12.06: It is agreed that the limits on the number of preparations will also apply to crosslisted courses. A crosslisted course constitutes one preparation for the purposes of Article 12.06.
- A crosslisted course section will be considered as one section for the purposes of Articles 5.06, 8.06, and 1.05 (e) and (i).

Agreed to:

On behalf of Kwantlen Polytechnic University

  
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On behalf of the Kwantlen Faculty Association

  
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Date: \_\_\_\_\_

Feb 25, 2020

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**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University

and the

Kwantlen Faculty Association

**Re: Letter of Understanding Renewals in the Collective Agreement**

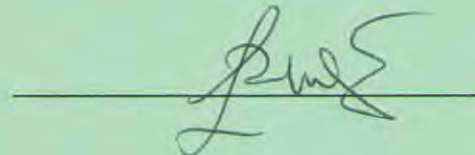
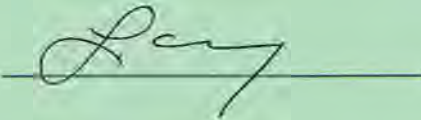
The parties agree to the renewal of the following Appendix in the collective agreement:

- Appendix D – Family Members for purposes of Article 13.09 Compassionate Care Leave

Agreed to:

On behalf of Kwantlen Polytechnic University

On behalf of the Kwantlen Faculty Association



Date: \_\_\_\_\_

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