

Memorandum of Settlement

between

CAPILANO UNIVERSITY

(referred to as "the Employer")

and

CAPILANO UNIVERSITY FACULTY ASSOCIATION ("UNION")

(referred to as "the Union")

*Agreed to by the negotiation teams on 7 May 2020, 6 p.m.*

*[Notes in blue text and square brackets are from CFA to members, to help them read this]*

*"Errors and Omissions Excepted"*

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

**AND**

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

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

**1. Previous Conditions**

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

**2. Term of Agreement**

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

**3. Effective Dates**

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

**4. SCHEDULE "A" [See "2020-05-07 Schedule A&B – CA Amendments" document]**

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

5. **SCHEDULE “B”** *[See “2020-05-07 Schedule A&B – CA Amendments” document]*

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

*[Note from CFA: This is how the original settlement agreement was written: Some of the changes to the CA were included in Schedule A and some in Schedule B. The only difference between the changes was that those in Schedule B are the ones the parties had reached agreement on before 9 April. Those in Schedule A went through some counter-proposals during April, into the start of May. However, as of 7 May, these are all changes that the bargaining committees for each side have agreed to. So for purposes of review by members, we have collected all amendments to the collective agreement into one schedule, called “Schedule A/B”. The sequence in which they appear there is by order of the article number amended. The only item still in this document under Schedule A is the pay increases.]*

6. **SCHEDULE “C”**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule “C”. *[See bottom of this document]*

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 \_\_\_\_ day of \_\_\_\_\_, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:

BARGAINING REPRESENTATIVES  
FOR THE UNION:


## SCHEDULE A

### 1. TERM OF AGREEMENT – 3 year term

#### 1.1.1 Term

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

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### 2. GENERAL WAGE INCREASES

Collective Agreement will be updated as follows:

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

\*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Capilano University and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to Capilano University within six (6) weeks of ratification in

order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the impact of the current public health issue on the Payroll Department's capacity to process.

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*The original offer of settlement set out here amendments to 6.7.1.2, 6.8.10.1 & 6.11.2.1, 6.9, 9.4.5, 9.4.7.3, 11.4.5.2.5, 11.4.5.3.2, and 11.8.5.3.5, and the LoA on Collection of Departmental Policies . See "Schedules A&B – CA Amendments"*  
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**3. Housekeeping updates**

General – Updates in language and dates

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

*Schedule B: See separate document titled "Schedules A&B - CA amendments"*

## SCHEDULE C

There are two sections to this Service Improvement Allowance proposal;

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

#### Letter of Understanding

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

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

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

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

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

The amount of the fund shall be:

Year 1.....\$ 92,000  
Year 2.....\$186,000  
Year 3.....\$283,000

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

## **B. Language Changes That Support Objectives of the Fund**

### **i) Training to Support Evaluation of Teaching**

#### **6.7.4 Training and Orientation**

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

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

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

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

11.1.1.4 Annual Coordinator training and orientation shall be done jointly by the Union and the University, for all Coordinators. All new Coordinator appointments under 6.7.1 and 11.1 shall be subject to their attending the Coordinator orientation and training workshop under 6.7.4.2.1. Coordinators must also participate in at least one Coordinator procedural training session every semester (see 6.7.4.2). As in the rest of this Agreement, the term “Coordinator” here includes all those appointed under 6.7.1.2.1 and 11.1 to perform Coordinator duties.

**ii) Scale Placement of Non-Regular Faculty**

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

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

**iii) Community Based Project Course**

Letter of Intent

Work Integrated Learning – Community-Based Project Course Pilot

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

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

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

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

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

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