

Schedule to final settlement - Full Language of Capilano and CFA Agreed Proposals

[with explanatory notes from the CFA in blue text and square brackets under each heading]

*Note: two CA amendments that are not in this document appear in the
2020-05-07 Memorandum of Settlement document, in schedule C.*

See articles 6.7.4 and 11.1.1.4 (coordinator training) and 8.4.4.2 (non-regular pay) in that document

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

[Update of term: this agreement is for three years.]

1.1.1 Term

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

2) CapU “Substantive” Proposal - CFA counter-proposal - accepted by CapU April 9

[Harmonization of commitment-level/temporary reduction for all regulars (RFT or RPT) originally in the agreement as 2.1.2 and 2.1.3 – Plus addition of “Phased retirement” to as little as one section per year: 2.1.3.3.3. The renumbering is hard to read, due to strikethroughs.]

2.1.1 Regular Employee

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

2.1.21 Regular Full-time Employee

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

2.1.2.2 A regular full-time employee may opt for a duty load pursuant to ~~2.1.2.3~~13.4.1.

2.1.32 Regular Part-time Employee

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

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

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

2.1.2.3 Underloads

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

2.1.2.3.2 Primary Care Giver Underload:

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

child's primary caregiver.

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

2.1.3.4.1 Temporary Voluntary Reduction in Commitment Level

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

2.1.3.4.2 Primary Care Giver Underload:

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

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

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

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

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

~~2.1.3.54 Change in Status for RPT~~

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

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

[Removal of “re” from “reappointment,” since there is no reappointment process]

2.4.1 Terms

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

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

[Adding office space to matters functional areas can recommend, in 2.8]

2.8.2.5 Table 1 - add

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

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

[Updating name of MoveUP]

3.1 BARGAINING UNIT DESCRIPTION

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

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

[Updating timing of CFA meeting block to match current teaching grid.]

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

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

[Updating instructional associate language to reflect current practice]

6.3 INSTRUCTIONAL LANGUAGE ASSOCIATES

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

6.3.1.1 **Duties and Responsibilities**

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

~~6.3.1.1.1~~ ~~Instruct~~ Lead activities within their areas of competency related to the subject matter and/or skills required in University programs.

~~6.3.1.1.2~~ Direct weekly conversation seminars, developing student confidence in the oral-aural use of the language.

~~6.3.1.1.3~~ Undertake the necessary preparation for conducting conversation seminars.

~~6.3.1.1.4~~ ~~Make evaluations and/or appraisals of students as required and to keep any records required for this purpose.~~

~~6.3.1.1.5~~ Be available for consultation and ~~/or~~ discussion ~~outside~~ inside of lab classroom hours.

~~6.3.1.1.6~~ Maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.

~~6.3.1.1.7~~ ~~Support instructors in~~ Development of courses and preparation of course materials for conversation seminars and to provide for students, in liaison with instructors, outlines for conversation seminars under their jurisdiction.

~~6.3.1.1.8~~ Fulfill individual and ~~/or~~ collective responsibilities in furthering the aims and objectives of the University.

~~6.3.1.1.9~~ Undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.

~~6.3.1.1.10~~ ~~Conduct field trips as required.~~

6.3.1.10 11 Participate in functional area meetings.

- 6.3.1.114.12 Perform other functions and responsibilities to the above as assigned.
- 6.3.1.121.3 ~~Undertake the necessary preparation for conducting conversation seminars.~~
- 6.3.1.131.4 ~~Make evaluations and/or appraisals of students as required and to keep any records required for this purpose.~~

6.3.2 Language Laboratory Monitor

6.3.2.1 Duties and Responsibilities

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

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

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

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

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

6.3.23 Workload

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

[Reducing number of private music instruction teaching hours required for regularization: 88 matches the number of classroom hours that go with teaching sections for courses]

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

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

[Incorporating amendments to librarian roles and responsibilities negotiated by the CFA and CapU after the completion of the 2014-19 agreement]

6.5.1.1 Provide instruction in and guidance on research skills, and support campus-wide information literacy skill development.

6.5.1.2 Develop, manage and provide access to collections which support curriculum and University goals. Develop and manage library technologies.

6.5.1.3 Provide guidance in the development and management of a physical and virtual environment that supports the teaching and learning needs of the University community.

6.5.1.34 Maintain professional competence and qualifications in appropriate fields of study, and to keep up to date with developments in these fields.

6.5.1.45 Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.

6.5.1.56 Participate in functional area meetings.

6.5.1.67 Perform other functions and responsibilities ancillary to the above assigned duties and responsibilities.

10) CFA Proposal - as negotiated by the parties in April

[Incorporating chairs and convenors into the CA, in the Coordinator article]

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

11) CapU “Substantive” Proposal - combined with CFA counter-proposal

[Adopting the Okanagan Charter, this amendment reduces the upper limits on sections worked in a year by 0.5 sections, and specifies that overloads in excess of 8.5 can only take place for up to two years in a row (overloads of 8.5 or less remain a decision for faculty and the functional area).]

- 6.8.10.1 An employee may not perform duties exceeding ~~ten (10)~~ nine point five (9.5) sections or section equivalents in any academic year within the British Columbia post-secondary system, unless this provision is waived in writing by the employee, the Coordinator, the Dean and the Union.
- 6.11.2.1 Circumstances may arise which make it reasonable for the University to request an employee, over the course of an academic year, to perform duties in excess of a full duty load. Except in those circumstances noted in 6.11.2.5, this shall not exceed nine ~~point five (9.5)~~ sections, or its equivalent, during that academic year, and no employee may have a workload of greater than 8.5 sections for three consecutive years. Workloads arising from those circumstances noted in 6.11.2.5 may not cause the total workload to exceed 9.5 sections ~~ten (10) sections~~.

12) CapU “Substantive” Proposal - combined with CFA counter-proposal

[Simplifies PD provisions, both for simplicity (removing redundant text) and clarity (see the Joint Statement on PD and Vacation from the Union and University, posted in 2019). Also confirms, in 6.9.1, that PD can include research as well as union activities. The other activities now listed in 6.9.1 were originally in 6.9.4.1.]

6.9 Professional Development

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

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

6.9.2.1.1 ~~Employees in category 6.9.4.1 (Instructors) shall submit one written proposal for their annual professional development activities.~~

6.9.2.1.2 ~~Employees in category 6.9.4.2 (Counsellors, Librarians and Special Appointees) shall submit two written proposals for their annual professional development activities. One proposal shall be for the single block of professional development time and the other proposal shall be for the equivalent amount of time booked throughout the remaining duty period.~~

6.9.2.1.3 ~~Employees in category 6.9.4.3 (Other) shall submit one written proposal for their annual professional development activities.~~

6.9.3 At the end of the professional development period the employee will report in writing to the Coordinator and the Dean on his/herttheir professional development achievements during the professional development period. The functional area and Dean shall review professional development reports and decide whether or not the employee’s professional development responsibility has been fulfilled (see 2.8).

6.9.4 ~~Upon recommendation of the appropriate Coordinator, and with the approval of the Dean, approved professional development activities may be conducted at any time during the academic year. Such recommendation and approval shall not be unreasonably withheld.~~

6.9.4.1 ~~Instructors with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments,~~

~~course planning, other assigned and non-instructional duties, and mentoring at any time of the year.~~

- 6.9.4.2 ~~Counsellors, Librarians and Special Appointees with a full duty load shall normally have one calendar month of professional development activities scheduled in a single block of time and an equivalent amount of time booked throughout the remaining duty period. Such activities may include committee assignments, preparation, planning, other activities, and mentoring at any time of the year.~~
- 6.9.4.3 ~~Other employees are encouraged to maintain competence and qualifications in their appropriate fields of study and to update skills and techniques in these fields.~~
- 6.9.4.3.1 ~~Regular other employees' (6.9.4.3) professional development is in accordance with 6.9.4.3.2. Non-regular other employees may apply to their Coordinator and Dean for approval of professional development time.~~
- 6.9.4.3.2 ~~Regular other employees (6.9.4.3) with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, preparation, planning, other activities, and mentoring at any time of the year. These Pprofessional development activities shall not cause the University to have any increased expenditure, including the hiring of replacement employees, for the performance of the normal duties and responsibilities of these employees.~~
- 6.9.4.41 ~~Employees with partial loads and employees with duties in more than one classification will be responsible for pro rata professional development activities consistent with their assignments. of duties and employees with duties in more than one classification shall have their professional development entitlements pro-rated consistent with their assignments.~~

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

[Redundant sentence]

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

14) CapU “Substantive” Proposal - accepted as proposed on 6 March

[Removing salary-spreading over 12 months, due to problems the employer experienced with requiring non-regs to pay back money already paid, when their workload was reduced.]

7.5.2 Non-Regular Employees

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

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

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

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

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

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

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

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

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

[This enables retired employees to resume work at their previous pay scale, rather than being treated as a non-regular starting at the bottom of scale.]

8.4.6 Previous Employees

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

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

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

[Maintaining MSP premium rule, in case the government restores MSP premiums]

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

17) CapU “Substantive” Proposal - combined with CFA counter-proposal

[This amendment limits how long money can accrue in the PD Spending account to four years (the employer had proposed two years), and specifies that money the employee does not allocate is paid back to the employee as income.]

9.4.5 Administration of Plan

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

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

18) CapU “Housekeeping” Proposal - with CFA substantive counter-proposal

[This was originally a housekeeping change from CapU, but during negotiations the CFA proposed improvements in benefits: the \$750, and the addition of eye exams and contact lenses. The housekeeping changes just involved placement of the benefits improvements negotiated in 2014 up into the proper spots in the bulleted list in 9.4.7.3.1.]

9.4.7.3 Extended Health

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

9.4.7.3.1 Default level is:

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

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

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

9.4.7.3.2 Options:

9.4.7.3.2.1 Option 1: \$275 annual deductible.

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

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

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

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

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

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

[Layout consistency: adding underlining to the heading: the heading itself is not new, just the underlining. This was not, one must admit, the most exciting of the amendments.]

9.5.2 **Disability Income Plan Details**

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

[Adding this type of leave to the agreement. Via the Common Agreement (and Employment Standards Act), we also now have leaves for the disappearance of a child or the death of a child]

10.5.7 Leave for Domestic Violence

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

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

(b) up to 15 weeks of unpaid leave.

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

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

[Removing a sentence that is redundant (due to other provisions) and out of step with practice.]

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

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

[The proposal was to remove “re” from “reappointment, since there is no reappointment process. See also amendment 3, on page 4 above. This [provision also shows a switch to gender-neutral language: a general housekeeping amendment is to remove all gendered pronouns.]

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

23) CFA Proposal - combined with CapU counter-proposal

[Simplifying the process of designating certain non-reg appointments as non-expiring, for programs that do not run courses every academic year.]

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

The request for non-expiry status applies to:

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

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

24) CapU Proposal - combined with CFA counter-proposal

[This proposal mainly clarifies the meaning of the provision, but also allows for exceptional hiring to teach up to and including 0.5 sections per term, rather than "less than" 0.5.]

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

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

[Reducing the amount of notice faculty must give when they resign or retire]

11.6.2 Resignation

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

11.6.3 Retirement

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

26) CFA Proposal - combined with CapU counter-proposal

[Clarifying the step placement used for calculating severance for faculty who are reduced but continue to find work after receiving their reduction notice. In some cases, faculty have continued to find work for long enough that they have moved up the step ladder before their work at CapU actually ends. This amendment makes it more explicit that in these cases, the step used to calculate their severance payment is the step they reach when they actually leave.]

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

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

[No substantive change: just removing redundancy. Article 20.1.3 (as it is now) has three sentences. The first and third are identical to sentences in 20.1.1. The second sentence in 20.1.3 is different. This amendment merely moves the second sentence into 20.1.1]

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

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

- 28) CapU “Substantive” Proposal - combined with CFA counter-proposal

[This is a new letter of agreement]

LETTER OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: DEPARTMENTAL POLICIES

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

29) CapU “Substantive” Proposal - accepted as proposed on 3 April

[This is a new letter of agreement]

LETTER OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

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

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

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

The Committee will:

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

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

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