

Capilano University (“the University” or “the Employer”)

And

Capilano University Faculty Association (“CFA”, “the
Association” or “the Union”)

May 23, 2015

MEMORANDUM OF AGREEMENT

Between

CAPILANO UNIVERSITY
("the University" or "the Employer")

And

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

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 (the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Terms of the 2014 - 2019 Collective Agreement

All of the terms of the 2010-2014 collective agreement continue except as specifically varied in Schedule A – Proposals and Schedule B Tentatively Agreed.

2. Effective Dates

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

3. 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. Capilano University and the CFA will conduct their ratification votes within thirty calendar days of signing of this MOA.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association ("PSEA") Board of Directors. Ratification by the PSEA Board will take place within fourteen (14) days of the date that the last of either Capilano University or the CFA ratify this MOA.

Signed this ____ day of May 2015

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER

BARGAINING REPRESENTATIVES FOR
THE UNION:

1.1 TERM

1.1.1 Term

This Agreement shall be binding on the respective parties from 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.

7.3 SALARY SCHEDULE

7.3.1 Effective February 3, 2014

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	86,611	1,732	88,343	11,043	121.47	58.43
2	81,136	1,623	82,759	10,345	113.79	54.73
3	75,577	1,512	77,089	9,636	106.00	50.98
4	72,485	1,450	73,935	9,242	101.66	48.90
5	69,829	1,397	71,226	8,903	97.94	47.11
6	67,175	1,344	68,519	8,565	94.21	45.32
7	64,519	1,290	65,809	8,226	90.49	43.52
8	61,864	1,237	63,101	7,888	86.76	41.73
9	59,209	1,184	60,393	7,549	83.04	39.94
10	56,554	1,131	57,685	7,211	79.32	38.15
11	53,900	1,078	54,978	6,872	75.59	36.36

7.3.2 Effective April 1, 2015¹

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	87,477	1,750	89,227	11,153	122.69	59.01
2	81,947	1,639	83,586	10,448	114.93	55.28
3	76,333	1,527	77,860	9,733	107.06	51.49
4	73,210	1,464	74,674	9,334	102.68	49.39
5	70,527	1,411	71,938	8,992	98.91	47.58
6	67,847	1,357	69,204	8,651	95.16	45.77
7	65,164	1,303	66,467	8,308	91.39	43.96
8	62,483	1,250	63,733	7,967	87.63	42.15
9	59,801	1,196	60,997	7,625	83.87	40.34
10	57,120	1,142	58,262	7,283	80.11	38.53
11	54,439	1,089	55,528	6,941	76.35	36.72

7.3.3 Effective February 1, 2016^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	TBD ³	TBD	TBD	TBD	TBD	TBD
2	TBD	TBD	TBD	TBD	TBD	TBD
3	TBD	TBD	TBD	TBD	TBD	TBD
4	TBD	TBD	TBD	TBD	TBD	TBD
5	TBD	TBD	TBD	TBD	TBD	TBD
6	TBD	TBD	TBD	TBD	TBD	TBD
7	TBD	TBD	TBD	TBD	TBD	TBD
8	TBD	TBD	TBD	TBD	TBD	TBD
9	TBD	TBD	TBD	TBD	TBD	TBD
10	TBD	TBD	TBD	TBD	TBD	TBD
11	TBD	TBD	TBD	TBD	TBD	TBD

7.3.4 Effective April 1, 2016^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	87,914	1,758	89,672	11,209	123.30	59.31
2	82,357	1,647	84,004	10,501	115.51	55.56
3	76,715	1,534	78,249	9,781	107.59	51.75
4	73,576	1,472	75,048	9,381	103.19	49.63
5	70,880	1,418	72,298	9,037	99.41	47.82
6	68,186	1,364	69,550	8,694	95.63	46.00
7	65,490	1,310	66,800	8,350	91.85	44.18
8	62,795	1,256	64,051	8,006	88.07	42.36
9	60,100	1,202	61,302	7,663	84.29	40.54
10	57,406	1,148	58,554	7,319	80.51	38.73
11	54,711	1,094	55,805	6,976	76.73	36.91

7.3.5 Effective February 1, 2017^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	88,793	1,776	90,569	11,321	124.53	59.90
2	83,181	1,664	84,845	10,606	116.66	56.11
3	77,482	1,550	79,032	9,879	108.67	52.27
4	74,312	1,486	75,798	9,475	104.22	50.13
5	71,589	1,432	73,021	9,128	100.40	48.29
6	68,868	1,377	70,245	8,781	96.59	46.46
7	66,145	1,323	67,468	8,434	92.77	44.62
8	63,423	1,268	64,691	8,086	88.95	42.79
9	60,701	1,214	61,915	7,739	85.13	40.95
10	57,980	1,160	59,140	7,393	81.32	39.11
11	55,258	1,105	56,363	7,045	77.50	37.28

7.3.6 Effective April 1, 2017^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	89,237	1,785	91,022	11,378	125.16	60.20
2	83,597	1,672	85,269	10,659	117.24	56.39
3	77,869	1,557	79,426	9,928	109.21	52.53
4	74,684	1,494	76,178	9,522	104.74	50.38
5	71,947	1,439	73,386	9,173	100.91	48.54
6	69,212	1,384	70,596	8,825	97.07	46.69
7	66,476	1,330	67,806	8,476	93.23	44.85
8	63,740	1,275	65,015	8,127	89.40	43.00
9	61,005	1,220	62,225	7,778	85.56	41.15
10	58,270	1,165	59,435	7,429	81.72	39.31
11	55,534	1,111	56,645	7,081	77.89	37.46

7.3.7 Effective February 1, 2018^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	90,129	1,803	91,932	11,492	126.41	60.80
2	84,433	1,689	86,122	10,765	118.42	56.96
3	78,648	1,573	80,221	10,028	110.30	53.06
4	75,431	1,509	76,940	9,618	105.79	50.89
5	72,666	1,453	74,119	9,265	101.91	49.02
6	69,904	1,398	71,302	8,913	98.04	47.16
7	67,141	1,343	68,484	8,561	94.17	45.29
8	64,377	1,288	65,665	8,208	90.29	43.43
9	61,615	1,232	62,847	7,856	86.41	41.57
10	58,853	1,177	60,030	7,504	82.54	39.70
11	56,089	1,122	57,211	7,151	78.67	37.84

7.3.8 Effective April 1, 2018^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	90,580	1,812	92,392	11,549	127.04	61.11
2	84,855	1,697	86,552	10,819	119.01	57.24
3	79,041	1,581	80,622	10,078	110.86	53.32
4	75,808	1,516	77,324	9,666	106.32	51.14
5	73,029	1,461	74,490	9,311	102.42	49.27
6	70,254	1,405	71,659	8,957	98.53	47.39
7	67,477	1,350	68,827	8,603	94.64	45.52
8	64,699	1,294	65,993	8,249	90.74	43.65
9	61,923	1,238	63,161	7,895	86.85	41.77
10	59,147	1,183	60,330	7,541	82.95	39.90
11	56,369	1,127	57,496	7,187	79.06	38.03

7.3.7 Effective February 1, 2018^{1,2}

Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non- Inst. Hour
1	91,486	1,830	93,316	11,665	128.31	61.72
2	85,704	1,714	87,418	10,927	120.20	57.82
3	79,831	1,597	81,428	10,179	111.96	53.85
4	76,566	1,531	78,097	9,762	107.38	51.65
5	73,759	1,475	75,234	9,404	103.45	49.76
6	70,957	1,419	72,376	9,047	99.52	47.87
7	68,152	1,363	69,515	8,689	95.58	45.98
8	65,346	1,307	66,653	8,332	91.65	44.08
9	62,542	1,251	63,793	7,974	87.72	42.19
10	59,738	1,195	60,933	7,617	83.78	40.30
11	56,933	1,139	58,072	7,259	79.85	38.41

7.3A PRIVATE MUSIC INSTRUCTION SALARY SCHEDULE

7.3A.1 Effective February 3, 2014

Step	Per Hour	Per Section	Per Annum
1	57.98	5,798	46,384
2	55.81	5,581	44,648
3	53.72	5,372	42,976
4	51.74	5,174	41,392
5	49.81	4,981	39,848

7.3A.2 Effective April 1, 2015¹

Step	Per Hour	Per Section	Per Annum
1	58.56	5,856	46,848
2	56.37	5,637	45,094
3	54.26	5,426	43,406
4	52.26	5,226	41,806
5	50.31	5,031	40,246

7.3A.3 Effective February 1, 2016^{1,2}

Step	Per Hour	Per Section	Per Annum
1	TBD ³	TBD	TBD
2	TBD	TBD	TBD
3	TBD	TBD	TBD
4	TBD	TBD	TBD
5	TBD	TBD	TBD

7.3A.4 Effective April 1, 2016^{1,2}

Step	Per Hour	Per Section	Per Annum
1	58.85	5,885	47,082
2	56.65	5,665	45,319
3	54.53	5,453	43,623
4	52.52	5,252	42,015
5	50.56	5,056	40,447

7.3A.5 Effective February 1, 2017^{1,2}

Step	Per Hour	Per Section	Per Annum
1	59.44	5,944	47,553
2	57.22	5,722	45,772
3	55.07	5,507	44,059
4	53.04	5,304	42,435
5	51.06	5,106	40,851

7.3A.6 Effective April 1, 2017^{1,2}

Step	Per Hour	Per Section	Per Annum
1	59.74	5,974	47,791
2	57.50	5,750	46,001
3	55.35	5,535	44,279
4	53.31	5,331	42,647
5	51.32	5,132	41,055

7.3A.7 Effective February 1, 2018^{1,2}

Step	Per Hour	Per Section	Per Annum
1	60.34	6,034	48,269
2	58.08	5,808	46,461
3	55.90	5,590	44,722
4	53.84	5,384	43,073
5	51.83	5,183	41,466

7.3A.8 Effective April 1, 2018^{1,2}

Step	Per Hour	Per Section	Per Annum
1	60.64	6,064	48,510
2	58.37	5,837	46,693
3	56.18	5,618	44,946
4	54.11	5,411	43,288
5	52.09	5,209	41,673

7.3A.9 Effective February 1, 2019^{1,2}

Step	Per Hour	Per Section	Per Annum
1	61.24	6,124	48,995
2	58.95	5,895	47,160
3	56.74	5,674	45,395
4	54.65	5,465	43,721
5	52.61	5,261	42,090

¹The first day of the first full pay period after this date. For the first pay increase under this agreement, the first day of the first full pay period after the date of tentative settlement.

²See Common Agreement on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

9.2 GENERAL (STATUTORY) HOLIDAYS

9.2.1 The following days are recognized as General (Statutory) Holidays:

New Year's Day	British Columbia Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared as such by the Federal or Provincial Government.

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:

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

9.4.7.3.2 Options:

9.4.7.3.2.1 Option 1: ~~\$250~~ \$275 annual deductible.

9.4.7.3.2.2 Option 2: ~~\$500~~ \$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.

Article 11.8 Reduction

11.8 REDUCTION

11.8.1 The University recognizes the importance to employees, their families, and to the community of a stable employment situation and therefore shall exercise its right under this article in a reasonable and fair manner and in a manner which endeavours to preserve and maintain employment. Notwithstanding the foregoing, the University may find it necessary to reduce the workload of employees and/or the number of employees because of any one or several of the following reasons: low enrolments; a significant change in or elimination of programs, courses, or other bargaining unit work where it is reasonably anticipated to be of a permanent nature; a shortage of funds.

11.8.1.1 The University shall provide the Union with the information it relies on to issue the reductions based on:

11.8.1.1.1 low enrollments;

11.8.1.1.2 significant change in or elimination of programs, courses, or other bargaining unit work where it is reasonably anticipated to be of a permanent nature; and

11.8.1.1.3 shortage of funds.

11.8.1.2 Where reduction occurs as a consequence of technological change, Article 14 shall first apply.

11.8.2.1 For the purposes of this Agreement, the term “reduction” means a reduction in the number of employees or a reduction in the workload (i.e., the number of sections or the number of hours) for which a Regular employee has been committed by his/her appointment letter.

11.8.2.2 The effect of reduction on a regular employee is the revision of the employee’s committed workload from that specified in the employee’s letter of appointment to the new committed level specified by the University in the Notice of Reduction. This new committed level of workload will remain in force, regardless of the workload actually performed in any subsequent year, until it is either further reduced or, following the test set out in 11.8.5.5.1.1, it is increased.

11.8.3.1 In the event that it becomes necessary for reduction to occur, the reduction will take place in those functional areas identified by the University.

11.8.3.2 A Notice of Reduction will be issued in writing to the employee either by June 1 and shall take effect on the immediately following August 1 or by October 15 and shall take effect on the immediately following January 1. The union shall be notified in writing of the planned reduction two (2) weeks prior to the issuance of the Notice to the employee. Within two (2) weeks of the notification to the Union, the University will meet with the Union to explore and, if possible, to develop viable alternatives to the reduction of regular employees.

11.8.3.3 A Notice of Reduction shall state the reason(s) for the reduction.

11.8.3.4 A Notice which does not actually result in a reduction of workload in a year in which it is issued shall be deemed null and void.

LETTER OF AGREEMENT (New)

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: Librarians

The Parties agree to establish a Joint Committee by December 1, 2015. This committee will be comprised of two (2) representatives from the University and two (2) representatives from the Union.

The Parties agree the Joint Committee:

1. will meet to discuss and understand the concerns of the librarians; and
2. may make recommendations on the items set out in (1) above to their respective principals no later than December 31, 2016.

EXECUTED this day of , 2015.

Chairperson, Capilano University Board

President, CFA

Director, Human Resources

Chair, Bargaining Committee, CFA

11.2.1.2 Deans

Selection of Deans administrators is a duty of the University ~~Board~~. Such appointments shall only be made after a Search Committee has recommended an appointee to the ~~Board~~ University.

11.2.1.2.1 The Committee shall be comprised of an equal number of members of the Union representatives from the Faculty in which the hire is occurring and the Administration. The Union shall select its members for such committees and, within two calendar weeks of receiving a written request, provide the names of the Faculty members to the University. In addition to the members so selected, a chairperson shall be named by the President. The chairperson shall be non-voting.

11.2.1.2.2 Staff and/or student representatives may be invited to join such a Committee. In the event that such additional representatives do join the Committee, the number of representatives from each additional constituency shall not exceed the number of Faculty ~~Union~~ representatives on the Committee.

11.2.1.2.3 Although appointments will normally be made from the names submitted by the Search Committee, the ~~Board~~ University may appoint any candidate whose application has been placed before the Search Committee. Further, the names of all qualified internal candidates, whether or not they hold acting appointments, shall be included in the recommendations referred to above.

5.2.1.2 Stage I for Group, Union and Policy grievances shall be a referral to the ~~Joint-standing Committee~~ Union's Vice President Chief Steward and the University's Manager, Employee Relations. The time limit for initiating a Group, Union or Policy grievance shall be ninety (90) working days after the cause of the difference. This stage shall not exceed fourteen (14) calendar days.

11.4.2 Continuous Appointment

11.4.2.1 A satisfactory completion of the probationary appointment period shall result in a continuous appointment and shall establish the employee's five (5) year cycle for evaluation pursuant to 11.5.1.4.

11.4.2.2 In the event that the evaluation conducted pursuant to 11.5.1.4 results in the determination of less than satisfactory performance and judged by the criteria set out in 11.5.2, this appointment will be terminated. Such termination can only occur after adequate alerting and guidance (see 11.6.7.1).

11.4.2.3 Terminations shall be subject to the procedures specified in 11.6.7.

11.4.2.4 ~~Notice of such termination pursuant to 11.4.2.2 shall be given a minimum of five (5) months prior to the date the termination is to take effect. The time limits of such notice are mandatory. Failure to observe the timelines shall result in the notice having no force and effect.~~

LETTER OF AGREEMENT

Re: MULTI-LOCATION

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

MULTI-LOCATION and MULTI-SITE WORK

1. For the purpose of this Letter of Agreement, the University shall be deemed to be comprised of the following locations:
 - North Vancouver Campus
 - Sunshine Coast Campus
 - Howe Sound Campus
 - Mt. Currie Learning Centre

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

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

The above two clauses do not apply to:

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

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

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

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

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

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

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

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

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

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

EXECUTED this [insert date] 3rd day of February, 2014.

6.11.2 Work Overload (see 2.8)

6.11.2.5 Where an overload induced by the following circumstances does not exceed an aggregate of 0.5 sections overload in any academic year, provisions to comply with 6.11.2.2 shall not be required:

- Student overloads per 6.11.2.7
- Emergency transfers per 6.13
- Substitution per 6.14
- Assignment to Continuing Studies and Executive Education Extension Programs and Services as part of workload per 6.15
- Travel time per 7.7

6.11.2.9 Travelling time as calculated under 7.7 of this Agreement may be worked as an overload under this Agreement.

Article 21 TRUST FUND

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

21.2 ADMINISTRATION

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

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

21.3 BENEFIT TRUST FUND

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

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

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

21.3.3 Approved Purposes

The approved purposes are:

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

Retraining for continuing employees facing the loss of work due to reduction or changing curriculum requirements;

Retraining for continuing employees to meet new minimum credential requirements or to facilitate their return to duties in other areas of the University;

Reimbursement of continuing employees for professional development expenses on the basis of sections worked;

- ~~Contribution to a matching Grants Fund to encourage the use of Article 24, Educational Partnership;~~
- Additional contributions to the Paid Educational Leave Fund (10.4.1.1.4);
- CFA Award Program;
- The cost of benefits, scale placement and step advancement for Private Music Instructors calculated at eighty-eight (88) hours per section. These costs will be mutually agreed;
- Other purposes as mutually agreed to by the University and the Union.

21.4 ANNUAL BENEFIT

21.4.1 The annual benefit amount is: the deemed investment revenue (21.4.2).

21.4.2 The deemed investment revenue is determined by multiplying the trust fund base (21.4.2.1) by the trust fund interest rate (21.4.2.2).

21.4.2.1 The trust fund base is the sum of the following amounts measured on July 31 of each year:

21.4.2.1.1 The value of sections not yet paid to employees as a result of banked 6.11.2 overloads;

21.4.2.1.2 The unspent balance of the Professional Development Accounts (9.4.5.1);

21.4.2.1.3 The unspent balance of one-time amounts identified by the University for faculty;

21.4.2.1.4 The unspent balance of the Benefit Trust Fund and its sub-accounts.

21.4.2.2 The trust fund interest rate shall be the current account's interest rate as of December 31st at the University's financial institution plus one half of one percent (0.5%). ~~the rate for the third quarter prescribed by Revenue Canada in regulation 4301(b), the rate applicable to refunds made by the Minister.~~

3.6 DUTY TO PROVIDE COPIES OF AGREEMENT

3.6.1 Within sixty (60) days of execution of the Collective Agreement the University shall ~~provide~~ make an electronic copy of the Agreement available to each member of the bargaining unit.

3.6.2 The University shall provide an electronic copy of the current Collective Agreement to each prospective employee at such time as the prospective employee is requested to sign the "Assignment of Wages" mentioned in 3.2.

3.6.3 The University, at its cost, will provide sixty (60) print copies of the Collective Agreement to the Union. ~~for Coordinators, Stewards and Union Executive Members, plus 50 additional copies. If the Union requests additional copies it will pay \$5.00 per copy thereafter.~~ An electronic copy of the Collective Agreement will be provided on the University web site.

Article 15 SEXUAL HARASSMENT

See Article 2 – “Harassment” in the 2014-2019 Common Agreement and Appendix E Harassment Policy and Procedures.

LETTER OF AGREEMENT (New)

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: JOINT COMMITTEE ON REGULARIZATION - TERMS OF REFERENCE

Membership

The committee shall consist of the following:

- Three (3) Employer representatives chosen by the Employer;
- Three (3) Union representatives chosen by the Union;
- One (1) PSEA representative chosen by the Employer and PSEA;
- One (1) FPSE representative chosen by the Union and FPSE; and
- Experts as agreed to by the parties – such agreement will not be unreasonably withheld

Chair

The committee will be co-chaired by a representative appointed by the Union and a representative appointed by the Employer.

Term

August 1, 2015 to February 28, 2016 unless otherwise agreed-to by the parties. Such agreement shall not be unreasonably withheld.

Meetings

The committee will meet bi-weekly.

Intent

The objective of the committee is to discuss and consider amending the existing two and three year regularization language and consequential amendments to other collective agreement articles so they reflect and are consistent with the common agreement or another system that meets the objective of both parties.

The parties agree that amendments to the collective agreement related to regularization will be cost neutral or achieved through savings as a result of implementation.

Committee Expenses

The parties shall each bear their own costs of participation.

Joint costs shall be shared equally.

Discussion Parameters

1. Discussion shall include, but is not limited to:

(i) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year;

or

(ii) entitlement to regularization after the employee has performed a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year

(iii) requirements that a faculty employee receive a satisfactory evaluation prior to regularization. A faculty Employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.

2. Other provisions of ~~to~~ the collective agreement that impact or are impacted by regularization, including existing appointment types;

3. The proposed implementation date of amended provisions;

4. The dates of conversion resulting from proposed amendments including the status of current faculty employees.

Authority

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

Ratification

The recommendations of the joint committee will be submitted to the parties' respective principals for ratification.

Disputes

Mediator Mark Brown will remain seized to mediate and, if necessary, make recommendations regarding any outstanding issues between the parties. Any such recommendations will form part of the package to be submitted to the parties' respective principals for ratification. The parties shall not unreasonably refuse to recommend approval of the recommendations.

Expiry

The Joint Committee on Regularization will disband on the completion of the vote on ratification of the principals.

LETTER OF INTENT

BETWEEN: CAPILANO UNIVERSITY

AND: CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: LINKAGES TO THE ~~2010-2012~~ 2014-2019 COMMON AGREEMENT AND THE 2014 FPSE TEMPLATE TABLE

Effective [Enter new date]~~March 3, 2014~~, the Parties agree to the provisions of the ~~2010-2012~~ 2014-2019 Common Agreement and the 2014 FPSE Template Table except as modified herein and ~~by the 2012 [insert correct reference to Common Agreement] FPSE Compensation Template Table Agreement:~~

1. Common Faculty Professional Development Fund Article 16 clause 3.1 – Fund shall be amended to:
 - (a) “The Fund will be set at zero point two percent (0.2%) of faculty salaries.
2. Article 9.2.1 – Specific Benefits of the ~~2010-2012~~ 2014-2019 Common Agreement shall not apply except as necessary for the application of article 9.2.2.
3. Notwithstanding 2 above:
 - ~~a. Life insurance and AD&D will be as per article 9.4.7.1 and 9.4.7.2 of the local agreement until 11:59pm on March 31, 2014.~~
 - a. Since the Capilano University/CFA Collective Agreement and its faculty benefits plan treat Vision Care coverage differently than do the collective agreements and benefits plans of the parties to the ~~2010-2012~~ 2014-2019 Common Agreement, the value of \$17,726 will be allocated annually to fund the changes in Private Music Instructors (see below). Any remaining amounts will be allocated to the Trust Fund as in Article 21.

The cost of benefits, scale placement and step advancement for Private Music Instructors will be calculated at eighty-eight (88) hours per section and will be paid from the amount for vision care coverage referred to above. These costs will be mutually agreed.

4. Article 9.3 – Disability Benefits of the ~~2010-2012~~ 2014-2019 Common Agreement shall apply except as modified in this local agreement in article 9.5.
5. Article 11 – Early Retirement Incentive of the ~~2010-2012~~ 2014-2019 Common Agreement shall not apply.
6. Article 3 – Expedited Arbitration except clause 3 “Expedited Arbitrators”, where the following shall apply: “The Parties will mutually agree on an arbitrator.”
7. Article 6.6: Educational Technology / Distributed Learning
6.6.1

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

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

8. Article 7: Leaves
7.1 Definitions

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

9. Article 8: Parental Leave
8.1.1 Definitions

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

10. Article 14: International Education

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

14.2 Expenses

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

14.5 Orientation and Return

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

11. Article 15: Health and Safety Equipment

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

~~12. Article 2.3.5(c) – Harassment~~

~~It is understood that the University may redact information from the report if the release of that information would violate the personal privacy of individuals.~~

13. The following provisions of the 2014 FPSE Template Table do not apply:

- a. Article 9 – Health and Welfare benefits (c)(i),(ii),(iii), and (iv)
- b. Appendix A – Provincial Salary Scale – this has been replaced by the Capilano University salary schedule (see article 7.3)
- c. Appendix D – (List of arbitrators)
- d. LOA 9 – Section 3 “Expedited Arbitrators”; (note: the remainder of LOA 9 applies)
- e. Housekeeping – (e),(f),(h), and (i)

14. The following provisions of the 2014 FPSE Template Table is amended as follow:

Within 30 days following the date of ratification, the CFA agree may elect to have that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee’s employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The CFA agrees that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a with prejudice basis. No new grievances on the STD age related coverage issue will be advanced by the CFA.

15. This letter will renew with the collective agreement and remain in full force and effect in all respects subject to mutually agreed amendments.

EXECUTED this [new date] ~~3rd~~ day of February, 2014.

Chairperson, Capilano University Board

President, CFA

"Parveen Mann-"

Director, Human Resources

"Eduard Lavalle"

Chair, Bargaining Committee, CFA

LETTER OF AGREEMENT (New)

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: Academic Freedom

The University and CFA agree that the Senate Policy on Academic Freedom (Policy No. S2003-01 as amended from time to time) applies.

EXECUTED this day of _____, 2015.

Chairperson, Capilano University Board

President, CFA

Director, Human Resources

Chair, Bargaining Committee, CFA

Housekeeping

The Parties agree that the following housekeeping changes will be made to the Collective Agreement:

1. The words “per section” in article 6.2.2.2 should be amended to read “per section per week”;
2. Change the words “Long Term Disability Plan” in Article 10.1.3 to read “Disability and Income Plan”; and
3. Change the title “Disability Management and Wellness Advisor” which is found in articles 10.1.4 and 10.3.2 to read “Human Resources

LETTER OF UNDERSTANDING (New)

BETWEEN:

CAPILANO UNIVERSITY

AND:

CAPILANO UNIVERSITY FACULTY ASSOCIATION

Re: Paid Educational Leave

The employer and the union agree to participate in a joint committee (the committee) to review the provisions of Paid Educational Leave as set out in the collective agreement to:

- come to a mutual understanding about effective changes and alterations to PEL process
- establish fair and reasonable transition arrangements to any changes with which the participants may agree
- make such recommendations to the parties for their consideration.

The Parties agree that notwithstanding 10.4.2, effective the selection year from August 1, 2016 to July 31, 2017, the total number of full time paid educational leaves shall be divided into two categories:

1. One-half of the available PEL resources for a year shall continue to apply the provisions of 10.4.2 (Paid Educational Leave Seniority Credits); and
2. One-half of the available PEL resources for a year shall be awarded on the basis of merit only and without application of PEL Seniority Credits.
3. Where the total number of available full time equivalent PEL positions are divided into two and results in an odd number of positions, the higher number of positions shall be assigned to Paragraph 1 above (PEL based on employee PEL Seniority Credits).
4. All eligible faculty are entitled to apply for PEL in both categories; that is they may simultaneous apply in Paragraphs 1 or 2 or both.

Within 30 days after the ratification the parties will each select three representatives and establish initial meeting dates. The committee shall conclude its work and report out to the parties within 6 months of establishment of the committee.

SCHEDULE B – TENTATIVELY AGREED

LETTER OF AGREEMENT

Re: 6.2.2.2.1 – SCHEDULED ABE HOURS

Renew

SCHEDULE B – TENTATIVELY AGREED

LETTER OF INTENT

RE: COORDINATOR TRAINING

Renew

SCHEDULE B – TENTATIVELY AGREED

LETTER OF AGREEMENT

Re: NON-BASE FUNDED PROGRAMS

Renew

SCHEDULE B – TENTATIVELY AGREED

LETTER OF INTENT

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

Renew

SCHEDULE B – TENTATIVELY AGREED

LETTER OF INTENT

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

Renew