



Know Your Rights!

A brief guide to your rights
under the Collective Agreement

CFA Stewards' Office

The purpose of this document is to give faculty, but non-regular (aka “non-regs”) and regular, quick access to information on the following topics:

- I. Your Pay
- II. Your Job Security
- III. Your Evaluation and Probation
- IV. Your Benefits
- V. Your Rights and Obligations
- VI. The John Wilson Award
- VII. Who to Contact

We strongly recommend that you **consult both the Collective Agreement and an area before you make a decision**. This quick guide does not cover all aspects of each topic and should not be relied upon as your sole source of information. Call **604-984-4948** or local **4948** to get help.

I. Your Pay

Your monthly pay cheque is inclusive of any applicable professional development pay and vacation pay. This can be confusing for non-regular faculty who have been paid in advance for one week of professional development time and vacation time for each section worked. You could work in a month following the end of term and not receive a payment that month because you were paid in advance for your professional development and vacation. The academic year for non-regs is September 1st to August 31st.

A. What is my pay rate?

A non-regular faculty member is paid on a per-section basis for each course taught or section of other work assigned, according to the existing scales listed under **Article 7.3**. Currently, there are 11 salary levels or “steps” in our Collective Agreement.

Most non-regular faculty are hired on the bottom step of the salary scale, step 11, for various classifications of faculty duties outlined in Article 6.

A full-time position for an instructor is 8 sections. As of February 1, 2021, the rate for an instructor working full-time at the bottom of the pay scale, Step 11, is \$62,828 per year. Per section this is \$7,854. (By contrast, the top of the scale, step 1, has a full-time salary of \$100,958. or \$12,260 per section.) For substitution work and other purposes, the agreement also sets out the equivalent hourly rate for each step. As of 2021, faculty at step 11 are paid \$86.39 per instructional hour, and \$41.55 per non-instructional hour.

Counsellors, Librarians, and Special appointees are on the same scale as instructors.

Lab Supervisors and Instructional Associates are paid at a rate of 85% of the Instructor/ Counselor/Librarian and Special Appointee Salary Schedule in 7.3 (see Article 7.3.10 and Appendix B). At Step 11 this means \$6,675 per section, \$53,404 per year full-time; and \$35.32 per hour.

Private Music Instructors are paid per hour of teaching on a 5-step scale. For the wage as of February 1, 2021, see Article 7.3.A.3: at step 5, the lowest level, this means \$56.92 per hour, \$5,692 per section equivalent, and \$45,536 per year for full-time. (Section rates are based on 100 instructional hours per section; full-time annual salary is based on 8 sections per year.)

The exception to placement at the bottom of the appropriate scale is defined in section 8.4.4.1, which states that in exceptional circumstances where unusual skills, credentials or experience are required, a higher placement may result. This is usually done at the time of postings.

B. When does my pay rate increase?

Non-regular faculty advance one step on the salary scale starting in the term following the completion of **8** sections of work.

Regulars, following the completion of **8** sections of work, advance one step at the start of the next academic year (August 1).

C. How and when am I placed on scale?

There are two ways to be placed on scale. One is to become a regular faculty member. Upon “regularization,” you will be placed on scale based on the criteria (work experience and education) in Article 8.

Non-regular faculty are placed on scale after the term in which they complete **12** sections or equivalent. However, there is a cap on that initial placement for non-regulars: **step 5** is the highest you can go on your initial placement (see Article 8.4.4.2). (Until 2020-21, the cap was step 8.) After reaching Step 5 of the salary scale, you advance **one** step following each completion of 8 sections or equivalent work.

The criteria for salary scale placement are specified in Article 8.2. Normally, the HR Advisor for your Faculty sends you a form to fill in. The HR department then reviews your response and advises you of your scale placement.

If you want to appeal your placement on the salary scale, see Article 8.3 for details.

D. When and how am I paid?

You are paid once each month at the end of the month. You are paid during those months when you perform your primary duty (e.g., for instructors this is when you teach students). You are paid **in advance** for your professional development (PD) and vacation time.

E. What duties are expected from me per section of work that I am paid?

This formula is based on a 16-week term/4 hour teaching block for instructors. All other faculty should refer to the collective agreement, ARTICLE 6 EMPLOYEES: CLASSIFICATION, DUTIES, RESPONSIBILITIES, WORKLOAD, RIGHTS, and PROFESSIONAL DEVELOPMENT for specific classifications.

1 section of work equates to **189** hours of duty time per term. For teaching faculty, a section would typically breakdown as follows;

*64 student contact hours (Usually this is 3 hours of direct teaching and 1 hour of alternative teaching methods, e.g. Moodle, per week)

24 office hours (Alternative methods of meeting with students are acceptable as long as those hours are posted and you are available for individual appointments with students if requested. See Article 6.2.2.2)

64 Ancillary/Associated Duties (This is what you do on a daily, weekly, term basis to support your students, program and department e.g., attending department meetings, grading, marking etc. Article 6.2.1.10)

37 Professional Development hours (This is what you do to keep your academic or career credentials or training current. It is also what you do for the University and union. E.g., attending committee meetings. Article 6.9)

F. Other Working Condition Issues that may affect me.

1. Dual Location Work

Capilano University offers courses at North Vancouver, the Sunshine Coast, Mount Currie and other learning centres throughout BC. (See Letter of Agreement)

The North Vancouver location includes all sites within North Vancouver, West Vancouver, Vancouver, and Burnaby, and most of the Lower Mainland.

The cost of traveling to another location is not borne by the department but by the University (Cost Centre 15564). MLOC costs should not be a deterrent for you getting work at one of our other locations. You are not entitled to MLOC costs if you are on reduction.

No employee can be required to accept an assignment at more than one campus or more than two sites within the North Vancouver area.

2. Hours of Work

Employees should have all duties including meetings assigned within an 8-hour consecutive period, excluding the one-hour lunch period (Article 6.8.11). Any variation must be waived in writing by the employee.

An employee assigned duties that extend to 8 p.m. shall not be assigned duties commencing before 10 a.m. the following day.

An employee performing duties after 8 p.m. shall not be assigned duties before 1 p.m. the following day (Article 6.8.9)

These provisions must be waived in writing by the employee and the Dean.

3. Number of Terms Worked Per Year

You are not required to teach in more than two terms per year, unless you have signed an agreement to work over three terms as part of your regularization process (see Article 6.8.14).

If a non-regular is asked to work in a third term and refuses, Article 11.4.5.2.2 protects that faculty member's right to further work. It states that this refusal does not forfeit the member's rights to a further appointment.

II. Your Job Security

Non-regulars should start with the assumption that there is no work expected in the coming year, unless there is work available. Article 11.8.4.1

Regulars start with the assumption that there is work available, unless they are given a reduction notice.

A. As a Non-Regular

Your job security flows from two sources - your colleagues and the Collective Agreement. The relationship you have with your colleagues is important. Your department, either through policy and/or through vote, makes workload assignments. The Collective Agreement provides that overloads (teaching/working more than a full-time position) cannot cause any non-regular employee to have a reduced workload. See Article 6.11.2 for all provisions governing work overload. Ask your area coordinator about the policies for the assignment of work in your area. All areas should have a manual of their internal practices and policies available to their faculty.

B. As a Regular

Regularization is a complex process, which is outlined in Article 11.7. When regularization occurs in your functional area, it is important that you know the procedures in article 11.3 and any University and departmental policies that apply to faculty appointments in your area.

After **two years** of working half-time (4 sections) or more, a non-regular employee may “**trigger**” a new regular position if that commitment level is assured for the next year (see Article 11.7.1.1) and the limitations outlined in Article 11.7.2 are not triggered. This is relatively rare.

If a new regular position cannot be created after two years because of lack of an assured commitment level or due to the other restrictions, the next opportunity for regularization is after **three years** (see 11.7.1.3). A new regular position will be created and posted when a non-regular employee has continued to work at least half-time for three years, provided that the work they have been doing was not filling in for faculty on parental leave or on release for union work or coordination work outside the department (see 11.7.2.3).

The two-year and three-year triggers do not regularize the individual: they **create a position**. A non-regular employee must apply for and be interviewed for the new regular position according to Articles 11.7.1.4 and 11.7.1.5.

A functional area may limit the search for the newly regularized position to **internal candidates** (internal to the University as a whole). In that case, no external search for the newly regularized position will occur according to the terms of Article 11.7.1.4.

After **five years** of work of at least four sections per year, an individual faculty member can be regularized (see 11.7.4).

Once faculty are regularized, their commitment level can be “**topped up**,” if their average workload over two consecutive years is higher than their commitment level (see 11.7.3). However, if the workload that triggers this top-up is spread across three terms, the University will require them to sign an agreement to continue working across three terms. Otherwise, they will have to settle for a lower top-up commitment level, based on their workload in the best two terms in those two consecutive years.

III. Evaluation and Probation

A. Evaluation Overview

Normally, the first appointment is for a two-year probationary period. During that period, you will be evaluated according to the criteria outlined in Article 11.5. Again, your area coordinator and steward can outline the procedures your area follows regarding student questionnaires and classroom visits. It is important that you read and understand this information. It is advisable early in the term to solicit informal feedback from your students and colleagues. In this way, you can be made aware of issues and address them before the formal process begins.

Your evaluation file normally includes the contents outlined in Article 11.5.3.2: student questionnaires, a report from a colleague chosen by you who has visited at least one class or, if you do not teach classes, is familiar with your work, and a report from the coordinator who has visited your class or observed you at your duties; it may contain a self-submission, and a Dean's or President's report.

Most area coordinators meet with faculty to discuss the contents of the coordinator report prior to submitting it to the evaluation file. Once your evaluation file is complete, you will be notified in writing, and will have 7 working days to read the contents of that file and make any final self-submission. You should read the file carefully including the student questionnaires. Up until the expiration of those 7 working days, you can make a self-submission to be added to that file. **(If anything in the file makes you feel that you need to respond, FIRST contact an area steward and get advice.)** You should put in a self-submission about your participation in your area and in the broader University community, and your professional development. If you have any concerns arising from student questionnaires or colleague and coordinator reports, please contact your area steward.

You and your area steward will determine the best course of action between a self-submission and a challenge to the contents of the evaluation file. Content in an evaluation file can be challenged if it is inappropriate because it is irrelevant or unsupported by evidence. (Article 11.5.4). The CFA strongly recommends that you consult with the Chief Steward prior to writing and submitting that Challenge.

Outcomes of Evaluation are defined in Article 11.5.5.1. A satisfactory evaluation in your first year cannot shorten the probationary period. Evaluation outcomes other than satisfactory include continuation of probation with alerting and guidance for the second year; extension of probation with alerting and guidance for a third year; termination, and continuing appointment (see Article 11.4.5.2.1).

B. What happens after the two- year probationary period?

After successful evaluations, you become, according to Article 11.4.5.2, a continuous employee. You are assigned work in your area(s) of appointment on the basis of seniority as defined by your department/functional area.

Your rights to further work extend for three terms (one year) beyond when you last worked. If you refuse an offer of work, you forfeit your rights to a further appointment unless that offer of work would require you to work for 3 consecutive terms (see Article 11.4.5).

IV. Benefits

Your benefits are described in Article 9.

A. Benefits for All Non-Regular Employees

- **Vacation:** for most non-regulars, vacation pay is included in your monthly cheque. Each section or equivalent entitles you to one week of paid vacation.
- **Professional development:** for most non-regulars, professional development pay is included in your monthly cheque. Each section or equivalent entitles you to one week paid professional

development. Your professional development proposal must be approved by your department, and you should understand the specific policies around professional development in your area. Capilano University will pay up to 75% of the cost of courses for the Provincial Instructor's Diploma program. Please contact Louise Allison for more information louiseallison@capilanou.ca. Details on the program can be found at <https://www.vcc.ca/programs/provincial-instructor-diploma-program-pidp/>.

- Participation in the **College Pension Plan**
- Participation in the **Employment Insurance Plan** insofar as statutes permit.
- **Tuition Fee Waivers** (see Article 9.13). You are entitled to a tuition fee waiver for all credit courses taken at the University. To be eligible for this fee waiver, you must be assigned at least 1 section in the term you request the fee waiver or two sections in the current or previous year. Some credit courses are wholly or partly cost-recoverable. You receive a fee waiver only for tuition equivalent to the fees for a regular, base-funded credit course.
- **Paid Sick Leave** (see Article 10.1). All employees have a right to a paid 30 day sick leave. Sick leave is not accumulated through seniority.
- **Paid Parental Leave** for male or female employees with up to one year of top up for EI benefits (see Article 10.2). Birth mother can receive one full year for top up.
- Fathers, co-parents, and adopting parents are eligible for 37 weeks. The leave can be granted for a year but the maximum top up is 37 weeks.
- **Paid Family Responsibility Leave** (see Article 10.5.3).
- Access to the **Employee & Family Assistance Program (EFAP)**. This program provides confidential personal counseling services for employees and their dependents, provided through homewoodhealth.com.

Assessment and counseling is available on such matters as marital or family problems, alcohol or drug dependencies, financial or legal difficulties, emotional problems, work-related problems, bereavement, stress and others.

If you use a Homewood Health counselor, you pay nothing. The University is billed directly.

If you use your own counselor, you pay their fee. These fees can be paid by your extended health plan up to \$1,000, but only for a registered psychologist. If you use a social worker or clinical counselor, the remaining fees can be paid through your health spending account. This applies, of course, only if you have access to flexible benefits and have chosen to place those benefits in your health spending account in August. The toll-free 24-hour number for Homewood Health is 1-800-663-1142. Homewood Health has an excellent website at www.homewoodhealth.com.

In addition, please see a list of FAQs available on the Employee Intranet under services and committees, EFAP or contact your Chief Steward for confidential assistance.

- **Other leaves** are described in Article 10.5. They include unpaid **educational** leave, **family responsibility** leave (five days with pay per calendar year, plus an additional 5 days if others can cover your work at no cost to the University); **bereavement and critical care** leave (7 days with pay for each, or 14 days combined, plus an additional 7 days if others can cover your work at no cost to the University), **personal** leave (up to 2 years, without pay), **court** appearances (with pay, for jury duty and when subpoenaed as a witness), and leave for **union** duties (paid by the union). There is also leave for **domestic violence** (up to 17 weeks in total, including 5 days of paid leave). Some of these leaves have defined limits and procedures, so please consult with your steward and area coordinator.
- Faculty also have the right to other forms of leave as set out in the *Employment Standards Act* (unpaid leave for **reservists**, for the disappearance of a **child**, and for the death of a child) and the **Common Agreement**: **family illness** leave (5 days' paid leave per calendar year), **compassionate care** leave (without pay but with benefits for up to 27 weeks), and cultural leave for **Indigenous** employees (up to 3 days with pay per calendar year).

B. Benefits for Non-Regular Employees working half-time (or more) loads

Once you are working at least two sections a term or half-time over an academic year, on or before August 31 of that year, you are eligible to participate in the flexible benefits package that includes, Short and Long Term Disability Insurance, Extended Health, Life Insurance and Accidental Death and Dismemberment Insurance to age 65 years.

Dental Plan insurance is available as soon as you are assigned 1 ½ sections in a term and you are also placed on scale. (See Article 9.4.2.2.1). A pamphlet is available on flexible benefits from Brenda Stenson at local 4932.

Non regulars who wish to participate in the flexible benefits plan should review the options with the benefits advisor, Brenda Stenson at local 4932.

Be aware that joining the flexible benefits plan may cost you money. If your workload falls below ½ of a full load you will be expected to pay the costs for that period and the year your appointment rights are still active. (see Article 9.4.2.2. - 9.4.2.2.4). We do not have an “In-Out” provision for benefits. If you have joined the benefits plan and your work drops below 4 sections and you cannot afford to pay for the benefits you will be forced to resign from Capilano University.

V. Your Rights and Obligations

A. Your Individual Rights

You have the right to full participation and vote in your area, and to be consulted for decisions made under Article 2.8.

You have the right to protection from harassment and unfair or unequal treatment.

You have the right to Union representation at any disciplinary meetings.

You have the right to grieve violations of both the Local and Common Collective Agreements.

You can request copies of your evaluations and see your personnel records.

You are also protected regarding copyright under Article 12.

B. Your Union Rights

You are a full member of the Capilano University Faculty Association upon enrollment. Contact the CFA office at local 4948 or speak to your area steward to sign up as a member.

Once you are a member of the CFA, you can stand for election to all positions and committees in the Union. Of course, we welcome you to all general meetings, and you have the right to vote at all meetings for the period of your appointment and during which you have appointment rights. The CFA reserves the period in the Tuesday lunch hour block from 11:30-1 for its meetings, and no other duties can be scheduled in that time including office hours.

If you choose not to join the CFA, you are still covered by the Collective Agreement and have the right to union representation should the need arise. Regardless of your membership, Union dues will be deducted from your wages. You will not be able to attend or vote at CFA general meeting but would be able to attend and vote on bargaining related matters. The CFA is the sole bargaining agent for all faculty at the University.

C. Your Obligations

It is important that you understand your terms of work. The CFA website houses copies of the Capilano University faculty Collective Agreement and the provincial faculty Common Agreement at <http://capilanofaculty.ca/collective-agreement>.

You should have access to your area's policy manual. Check with your area Coordinator and Steward about:

- Your area's normal procedures regarding course outlines, student evaluation, and examinations
- Scheduling of office hours
- Notifying coordinators (and possibly staff) if you are ill or late
- Examination period
- Scheduling of your professional development activities
- Attending meetings
- Scheduling of your area's activities shared among, or assigned to, faculty, aka Ancillary Duties.

As of 2021, the University is collecting approved functional area policies to post on Frontlines, to ensure they are accessible to all faculty. Once this page is live, we will include the link here.

VI. The John Wilson Award

The award, which is granted each term by the Capilano Faculty Association, provides partial Capilano U standard and exceptional tuition reimbursement. It is offered to dependent children and spouses of regular and non-regular faculty members who are teaching at least two sections during the academic year in which the application is submitted. Partial reimbursement is also available for retired faculty members who are taking continuing studies programs at Capilano.

VII. Contacts

If you have any questions or concerns, please contact the following;

Stewards Office

Michael Begg, Senior Steward, mbegg@capilanou.ca

Pat Hodgson, assistant senior steward until 31 August 2021, phodgson@capilanou.ca until august 31, 2021

Douglas Alards-Tomalin, assistant senior steward from 31 August 2021,
douglasalardstomalin@capilanou.ca

(and please cc cfa@capilanou.ca on e-mails to the stewards)

To find your **area steward**, use this link: <http://capilanofaculty.ca/stewards-0> .

Non-regularized Committee co-chairs

Susan Summers, ssummers@capilanou.ca

Matt Michaud, matthewmichaud@capilanou.ca

Joint Occupational Health and Safety Committee representative: David Geary,
davidgeary2@capilanou.ca

Disability Management and Rehabilitation Committee representative: Kirsten McIlveen,
kmcilvee@capilanou.ca