

Tabled 15 Sept 2023. 10³⁰ am

CFA-Capilano University Administration negotiations 2022-25

Proposals agreed between the parties, for sign-off - tabled by CFA 15 Sept 23

The parties have reached agreement on the following proposals, as noted below. The Union proposes that we sign these pages and set them aside so we can focus on proposals still being negotiated.

C4 (NREG penalties): Employer accepted in E12/12.1, tabled 5 Sept 2023.

W5 (Outside activity/sectoral workload): CFA agrees to changes to 6.8.3 and deletion of 6.8.11 as set out in E12.1, tabled 5 September 2023.

W6 (Cross-reference to Common Agreement leaves): Employer accepted in E9, tabled 29 May 2023, with change from "current Common Agreement" to "Common Agreement, 2019-22." CFA affirmed agreement on 29 June and 5 Sept 2023.

IHR2 (Indigenous identity as basis for immediate scale placement, in 8.4.4.1): Employer accepted in E12/12.1, tabled 5 September 2023

We have also included here:

IHR7 (diversity in committee membership): Retabling for signature, per discussion on 5 September.

W1 (Academic year): Per discussion on 5 September, the parties have agreed on this change, but the employer has expressed concern about "transition." In hopes that we can finally resolve this issue on 15 September, we have included this proposal here for signature.

C4 - NREG penalties


C4. Remove section-credit penalty for non-regular short-term absences

~~8.4.4.3 For each month or any portion thereof exceeding ten (10) duty days for which a non-regular employee is absent without pay, for the purposes of increment the employee shall be credited with one less section than that specified in their current non-regular appointment.~~


~~8.4.4.4 The penalty under 8.4.4.3 shall not be exercised for such periods during leave of absence without pay when on an assignment related to the employee's University assignment and when so approved by the President at the time the leave was granted.~~

~~8.4.4.5 In the case of absence because of illness, the penalty under 8.4.4.3 shall not be exercised for absences totalling twenty (20) assigned duty days or less in any non-regular appointment.~~

Signed:



Michael Begg
Lead Spokesperson
Capilano Faculty Association



Geoff Tierney
Lead Spokesperson
Capilano University

15 Sept 2023
Date

15 Sept 23.
Date

Parties agree to the ^{relevant} note in E12.1 :



W5. Outside activity/sectoral workload *MB*

6.8.3 Except during vacation periods and for approved professional development activities, employees carrying a full duty load shall not take other employment, consulting or teaching activity, or enrol in courses (all of which is considered "Outside Activity") that prevent them from fulfilling their duties and responsibilities for remuneration during the hours of 0830 to 1630 Monday to Friday, nor shall they enrol as a full-time student in a program of studies that requires attendance at classes in excess of ten (10) hours per week, except with the prior written consent of the appropriate Dean. Such consent shall not be unreasonably withheld. This prohibition also applies to times outside those set out above if those times are duty times for the employee with a full duty load. In advance of taking on any Outside Activity that may potentially prevent the employee from fulfilling their duties and responsibilities, the employee shall obtain approval pursuant to article 2.8.


The parties recognize that employees with less than a full duty load often assume responsibilities outside of their appointment at Capilano University. These employees continue to be required to meet their scheduled and other ancillary duties and responsibilities.

~~6.8.11 An employee may not perform duties exceeding ... previous normal workload. [remove entire provision]~~


~~6.8.11.1 For the purposes of administering 6.8.11 the term "normal" shall have the same meaning as 6.11.2.4.~~

~~6.8.11.2 An employee may not perform duties exceeding 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.~~

Signed:



Michael Begg
Lead Spokesperson
Capilano Faculty Association



Geoff Tierney
Lead Spokesperson
Capilano University

15 Sept 2023
Date

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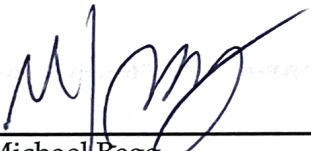
W6. Express cross-reference to leaves set out in Common Agreement

10.8 Leaves Set Out in 2019-22 Common Agreement

The following leaves are available to all employees, as set out in the 2019-22 Common Agreement and incorporated by reference into this Agreement (see also the Letter of Intent on Linkages to the 2019-22 Common Agreement):

- Compassionate Care Leave (7.8)
- Donor Leave (7.9)
- Public Duties (7.11)
- Deferred Salary Leave (7.13)
- Leave Respecting the Death of a Child (7.14)
- Leave Respecting the Disappearance of a Child (7.15)
- Cultural Leave for Aboriginal Employees (7.17)

Signed:



Michael Begg
Lead Spokesperson
Capilano Faculty Association

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Lead Spokesperson
Capilano University

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IHR2. Add Indigenous identity and lived experience to 8.4.4.1 as a basis for placement on scale at time of hiring


8.4.4.1 ... In exceptional circumstances where a program or department requires unusual skills, credentials or experience on the part of faculty (e.g., a post-baccalaureate program; Indigenous identity and lived experience), the non-regular employee may be placed on the salary scale according to 8.1.

[includes two grammar corrections: comma after "e.g.," and hyphen in "post-baccalaureate"]

Signed:



Michael Begg
Lead Spokesperson
Capilano Faculty Association



Geoff Tierney
Lead Spokesperson
Capilano University

15 Sept 2023

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Note: the sentence reproduced above replaces the current 2ND sentence of 8.4.4.1, recognizing the complete provision is not reproduced.

✓
MJB ✓

2.8.2.7.3.1 When the appropriate administrator receives a formal complaint within the 10 working days cited above, they will refer the complaint to the faculty Dispute Resolution Committee and will advise the Committee of the necessary timelines for resolution of the complaint. The Union shall appoint all members to the Committee, and the Union shall make reasonable efforts to include at least one person from a racialized or other equity-deserving group. The Committee shall attempt to resolve the disagreement between the faculty member and the recommending body.

11.3.4 Criteria

11.3.4.1 During the screening and interview processes, the applicant will be evaluated according to criteria classification, so far as they are applicable to the job classification in question, as follows:

- professional qualifications;
- professional development and experience;
- teaching experience;
- University contribution;
- community awareness; and
- personal attributes; and
- contribution to diversification of faculty membership, including ethnic, racial, and cultural diversity

11.3.5 Procedures

11.3.5.2 The Dean will request the appropriate Coordinator to establish a Search Committee and to assume or delegate the chairing of the Committee. The Committee members shall be the Dean and at least three members drawn from the bargaining unit (see 2.8). ~~The Search Committee chair shall make reasonable efforts to include at least one person from a racialized or other equity-deserving group.~~

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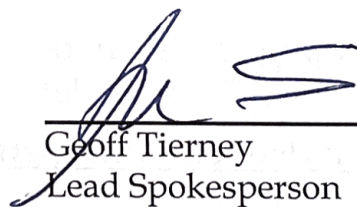
Michael Begg

Geoff Tierney

11.8.5.2.2.8 A search-like process is one which parallels that established for the selection and appointment of new faculty. The task of the Search-Like Committee shall be to apply the criteria in 11.3.4 to determine whether or not the reduced employee in question would have been recommended to the President pursuant to 11.3.5.3 as if they had been applying as an external candidate for a new appointment. This determination shall not take into account whether the reduced employee is more competent or even equally competent as compared to any employee likely to be bumped. No person shall serve on the Search-Like Committee whose position could be adversely affected by the success of the reduced employee. The Search-Like Committee shall consist of two faculty from the functional area, two faculty chosen from the panel of representatives elected from the CFA, and the Dean. If faculty from the panel were not available, the CFA shall find replacements within 10 working days. ~~The chair of the Search-Like Committee shall make reasonable efforts to include at least one person from a racialized or other equity-deserving group.~~

Signed:

Michael Begg
Lead Spokesperson
Capilano Faculty Association



Geoff Tierney
Lead Spokesperson
Capilano University

Date



Date

Academic year

W1. Academic year starts 1 September

2.4.1 Terms

“academic year” – shall be defined as the period from ~~September~~ August 1st to the following ~~August~~ July 31st.

8.4.1.1 Subject to the other provisions of this Agreement, a regular full-time employee will advance one step on the salary schedule as of each first day of ~~September~~ August following their commencement date.

8.4.2.1 Subject to the other provisions of this Agreement, any regular full-time employee working more than half of a full-time load in an academic year (~~September~~ August 1 to August ~~July 31~~) shall receive their due regular step increment on the immediately following ~~September~~ August 1. Any RFT employee working half of a full-time load or less in an academic year shall not be eligible to receive a regular step increment on the following ~~September~~ August 1, unless the sections or section equivalences worked by the employee have equalled ~~eight (8)~~ sections since their last increment.

9.4.2 Eligibility and Access

9.4.2.0 A Benefit Year is defined as that period commencing on September 1 and ending on the succeeding August 31.

9.4.2.1 Regular Employees

All regular employees must participate in the Flexible Benefits Plan and the Disability Income Plans. Eligibility to participate occurs with the commencement of employment as a regular employee. ~~For a regular employee a Benefit Year is defined as that period commencing on August 1 and ending on the succeeding July 31.~~

9.4.2.1 All regular employees must participate in the Flexible Benefits Plan and the Disability Income Plans. Eligibility to participate occurs with the commencement of employment as a regular employee. For a regular employee a Benefit Year is defined as that period commencing on ~~September~~ August 1 and ending on the succeeding ~~August~~ July 31.

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9.4.2.2.1 All non-regular employees may participate in the Flexible Benefits Plan once their eligibility is established. Eligibility to enrol occurs once the non-regular employee is assigned four (4) or more sections, or section equivalents in a Benefit Year, or two (2) or more sections or section equivalents, in an appointment term, with a minimum appointment of at least four months. ~~For non-regular employees, a Benefit Year is defined as that period commencing on September 1 and ending on the following August 31.~~

11.7.5.1 The calculation of the past two, three or five consecutive years' workload shall be done for the academic year ending ~~July-August~~ 31 and will be based on the known assignments for employees as at April 1 of the same academic year. Any resulting regularization is to be effective the immediately following ~~September-August~~ 1.

11.7.8.4 An RPT employee may become an RFT employee only as of ~~September August~~ 1st of any year, at which time they will be newly placed on scale according to the criteria of 8.1.

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 ~~September-August~~ 1 or by October 15 and shall ...

11.8.5.5.1.2 Where it is determined that a reduced regular employee's committed level of workload is to be increased, the change shall be made in reverse order of employee reduction and shall be effective as of the immediately following ~~September August~~ 1.

Signed:

Michael Begg
Lead Spokesperson
Capilano Faculty Association

Geoff Tierney
Lead Spokesperson
Capilano University

Date

Date