

**Capilano Faculty Association (“Union”) Proposals 15 September 2023**  
**Current Union proposals for negotiation (monetary and non-monetary),**  
**Accompanied by a separate document of agreed proposals for signature**  
**Tabled 15 September 2023**

This document has three parts:

1. List of active proposals and counter-proposals with notes on status (organized by original CFA proposal number)
2. Union monetary counter-proposal to E12.1
3. CFA counter-proposals or retabled proposals on non-cost items

We are tabling agreed changes in a separate document, ready for signature

**Part 1: List of active proposals (agreed and still under discussion)**

This list is adapted from part 1 of the document the CFA tabled on 29 May. It lists all proposals on which the parties have agreed and which are still under discussion. The latter are the Union’s counter-proposals to the employer proposals in E11 and E12.1. The document omits all withdrawn or rejected proposals.

Theme	Proposal
<b>PD/Research</b>	<b>PDR1.</b> Paid research and scholarly activity through assignment of sections – <i>Withdrawn and replaced by PEL proposal in monetary package in part 3</i>
<b>Compensation</b>	<b>C1.</b> Wage proposal: 7, 7, 7 or CoLA, whichever is higher – <i>Union restates request for written confirmation from PSEA/C confirming its prohibition on exceeding the province’s GWI mandate</i>
	<b>C3-Modified.</b> <u>Remove scale-placement cap for non-regular faculty</u> – <i>see monetary package in part 2</i>
	<b>C4-Agreed.</b> Remove penalties for NRegs who take short leave (delete 8.4.4.3 to 8.4.4.5 – <i>Agreed on 5 Sept - see separate sign-off document, tabled 15 Sept</i>
	<b>C5.</b> Rationalization of PMI hourly rate with new standard of 88 hours/section – <i>included in monetary package in part 2</i>
	<b>C6.</b> Remove secondary scale for lab supervisors and instructional associates – <i>included in monetary package in part 2</i>
	<b>C14.</b> Multi-Location work and compensation for travel: incorporate LoA – <i>discussed at table; ER countered in E2, E5, E6; Union counter to E6 in part 3</i>
<b>Benefits</b>	<b>B1.</b> Benefits improvements: Restoring original value & updating services – <i>Modified – see monetary package in part 2</i>
	<b>B3.</b> Health care account unspent amounts return to spending account – <i>Not withdrawn – retabled for discussion: see part 2</i>

<b>Job Security</b>	<b>JS4-Agreed.</b> Personnel file sunset clauses for letters of discipline or expectations – <i>Agreed – signed 26 June 2023</i>
<b>Workload (including leaves)</b>	<b>W1-Agreed.</b> Academic year starts 1 September – <i>Retabled as agreed subject to clarification of transition – see separate sign-off document, tabled 15 Sept</i>
	<b>W2.</b> Accrual of vacation – <i>ER proposal E11 not accepted – see counter-proposal in part 3</i>
	<b>W5.</b> Sectoral workload rule amendment (6.8.11 and 6.8.11.2 + 6.8.3) – <i>Discussed in series of proposals about 6.8.3 in May &amp; June – Agreed on 5 September – see separate sign-off document, tabled 15 Sept</i>
	<b>W6-Agreed.</b> Express cross-reference to leaves set out in Common Agreement – <i>Agreed on 5 September – see separate sign-off document, tabled 15 Sept</i>
<b>Indigenization &amp; Human Rights</b>	<b>IHR1.</b> Add Indigenous identity & lived experience to scale criteria (8.1) – <i>Retabled – see part 3</i>
	<b>IHR2-Agreed.</b> Add Indigenous identity and lived experience to 8.4.4.1 as a basis for placement on scale at time of hiring – <i>Agreed on 5 September – see separate sign-off document, tabled 15 Sept</i>
	<b>IHR3.</b> Indigenous support person – <i>ER countered in E12.1 – CFA counter in part 3, restoring steward support for Indigenous faculty</i>
	<b>IHR7-Agreed?</b> Diversity of representation on search and dispute resolution committees – <i>ER proposed change to agreed language – CFA does not agree to change – see separate sign-off document, tabled 15 Sept</i>
<b>Academic Freedom &amp; Collegial Process</b>	<b>AFC4-Agreed.</b> Clarifying dean definition in 2.1.8 and 2.8 – <i>Agreed – signed 26 June 2023</i>
	<b>AFC5-Agreed.</b> Clarifying appointment procedure – <i>Agreed – signed 26 June 2023</i>
<b>Housekeeping</b>	<b>HK1.</b> General housekeeping – <i>preliminary discussion on 3 February; to do on completion of substantive negotiations</i>
	<b>HK2.</b> Cleaning up/incorporating Appendices and LoUs/LoAs/LoIs – <i>to be discussed further, especially proposals re the common agreement</i>
	<b>HK3.</b> Index improvements – <i>to do on completion of substantive negotiations</i>

## Part 2: Union monetary package

Rationale: As set out in our proposal on 29 May 2023, rather than costing individual items in detail (a task made difficult not only by the inevitable uncertainties about exact costs, but the lack of data from the employer in response to the Union's requests for information), we propose this package of monetary items. Based on our analysis, including review of a survey of members about benefits and the limited information the employer has provided so far, we believe this package fits within the parameters of the ongoing SIA funding and the new flex funding the B.C. government is providing.

In any event, the University administration is not restricted from agreeing to proposals that may create costs not covered by the SIA and flex funds. We suggest that restricting our negotiations to new money from the government inhibits the most important goal of negotiation: to improve the University for all.

If we can't agree on a package, then the Union's need for financial details will become more pressing—e.g.:

- more detailed breakdown of benefits costs from Canada Life (costs for each paramedical service; plus costs over five years, not just the last three; and the faux premiums that CapU uses for budgeting);
- spreadsheets of financial statements that break out regular and non-regular salary, etc.; and
- NREG scale placement data (the data used to estimate the cost of lifting the cap from 8 to 5, including data on which step each of those faculty would have been placed on if there had been no cap).

(As noted in part 1, we also restate our request for written confirmation from PSEA or PSEC that the University cannot exceed the government's GWI mandate.)

This and the next page is a summary of the components of the package. Based on discussions with the employer on 5 September, we have modified the package somewhat, for further discussion in our meeting on 15 September. **Highlighting** marks some changes.

After the summary, we have set out the changes necessary to the collective agreement, in the order in which these items appear below.

For convenience, we have set out all of the changes to the collective agreement, even if we have not changed the original proposal.

### Summary of monetary package

- B1—from our original **Benefits** proposals:
  - **Paramedical** and physiotherapy: \$750 **ceiling** → **\$1,100**
  - Add **paramedical services**: Counsellor, Nutritionist, Psychotherapist (and list all services in the CA, in new article 9.4.7.3.1.2)
  - \$1,000 for **psychologist (or clinical counsellor)** → **\$1,500**
  - prescription drugs, including the provision of a **wallet-sized prescription pay card for direct payment through benefits** [not a cost item]

- other costs prescribed by a medical practitioner, including but not limited to devices (e.g., continuous blood glucose monitor, blood-pressure meters, massage therapy tools)
- B3—HCA unspent amounts either do not expire or return to spending account—to discuss at table, as part of other options for the HCA
- **C3-Modified:** Remove **NREG scale** placement cap
- **C5 (original): PMI hourly wage adjustment** (using 88 hours as divisor not 100) - *note: this would not change the actual salary for PMIs, since the per-section rate would be the same*
- **C6 (original): Remove secondary scale** for Lab Supervisors and Instructional Associates
- **PDR1, Research**—We replace the modified proposal we tabled on 26 May with a proposal to set PEL at a fixed **60** sections per year, with (as is the case now) carry-over of unassigned sections.
  - This proposal is without prejudice to the PEL grievance
  - Given that the employer refuses to use operational budget (even end-of-year surplus) for research/scholarship work, our proposal is to simplify the PEL process starting with the new Agreement, to create certainty about the amount of research sections available, increase access to paid research and scholarship work relative to current allocations, and to support the University’s goal of a meaningful research mandate.
  - Note: some consequential amendments would be necessary, to enable full participation in PEL. For example, we likely need to lower the threshold for number of PELS credits that entitles members to PEL. We have not provided specific language for this yet, and propose working collaboratively with the employer to draft it.
    - This change would enable more members to qualify
    - We would also like to discuss provision for fractional PELs of 1, 2, 3, 4, or more sections
    - It may also be necessary to reduce barriers to applications, e.g., by enabling younger faculty to have a negative PEL credit balance after being awarded their initial PEL
    - E.g., change 10.4.4.6 to “20 PELS credits per section,” allowing fractional PELs of 1, 2, 3, 4, or more section

## Part 3 - Union monetary package - specific language changes

### B1-Modified. Benefits improvements

#### 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 \$750-1,100 per practitioner per person per year,
- psychologist services (including clinical counsellor) at \$1,500 per person per year,
- ...
- prescription drugs, including the provision of a wallet-sized prescription pay card for direct payment through benefits, and
- other costs prescribed by a medical practitioner, including but not limited to devices (e.g., continuous blood glucose monitor, blood-pressure meters, massage therapy tools).

[The following provision codifies the current coverage. The highlighted items are the services we propose to add: Counsellor, Nutritionist, Psychotherapist]

#### 9.4.7.3.1.2 Paramedical services covered under 9.4.7.3.1 include but are not limited to:

- Acupuncturist
- Chiropractor
- Chiropodist
- Counsellor [not currently covered]
- Masseuse/masseur
- Naturopath
- Nutritionist [not currently covered]
- Osteopath
- Podiatrist
- Psychotherapist [not currently covered]
- Physiotherapist

[Note re 9.4.3.1, below: The Union appreciates the agreement to incorporate the Common Agreement's "or three times salary" into the Collective Agreement. However, we believe it is necessary to update the dollar figures as well, since these have not changed since 1995.]

#### 9.4.3.1

life insurance..... \$155,000-\$275,000 or three times the employee's annual salary, whichever is greater  
accidental death and disablement..... \$155,000-\$275,000 or three times the employee's annual salary, whichever is greater.

[**Note re 9.4.7.6.7, below:** This is also not a cost item to the University. It is about the use of the Health Care Allocation, which is from the faculty members' spending account.]

#### 9.4.7.6.7 Alternative Professional Health Care

The cost of recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan. These would include, but not be limited to, all paramedical services as defined in 9.4.7.3.1.2 and the following:

*[and add these services to the explicit list:]*

- Life coach
- Music therapist
- Masseur/Masseuse
- Nutritionist
- Therapy animal
- Yoga therapist
- Psychotherapist

### B3. Health care account unspent amounts

9.4.7.6.1 Coverage in this area is optional only; no default level exists.

An annual coverage level is selected by the employee. The total coverage level selected may be used by any enrolled person to defray the following costs: expenditures incurred during the year of selection or during the immediately following year are eligible. Coverage level amounts not used within this two-year time period ~~are forfeited~~ will return to the employee's Spending Account for the employee to allocate according to 9.4.5.1. None of the coverage level amount selected shall be used for administrative fees or charges related to administering the coverage.

Rationale: Unreasonable for unspent HCA amounts to go into general revenue, whereas other unspent spending account amounts go to employee as taxable income. This change would bring the HCA into line with other changes made in 2020.

We also include the HCA in the monetary package for discussion in conjunction with the other proposals above for improving paramedical benefits, and in response to the suggestion in Geoff Tierney's email dated 13 September 2023 to work on the HCA instead of further discussing the

wellness spending account the employer proposed on 5 September 2023. We recognize that suggestion was not about accepting B3 (which is a non-cost item in any event), but we want to include B3 as part of the discussion.

And housekeeping:

9.4.1 Delete “~~(through Health Care Spending Account)~~” in “vision care” list item.

Rationale: Vision care is now covered under Extended Health (9.4.7.3.1), with the HCA only necessary for amounts that exceed the extended benefit default levels.

### **C3-Modified: Remove NREG scale placement cap**

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

8.4.5.2 Non-regular private music instructors upon completion of ~~twelve (12)~~ sections or its equivalent will be placed on the salary scale in 7.3A according to the criteria contained in 8.1.3, ~~which placement shall not exceed Step 3 of the salary scale in 7.3A~~. Thereafter, the non-regular private music instructor will advance according to 8.4.5.1.

**Note:** On 5 September 2023, the employer suggested that CapU pays NREGs a better salary than other institutions in our sector. As we will discuss at the table on 15 September, we do not understand this suggestion, or the relevance of the figures the employer has provided in support of it.

CapU pays NREGs at step 11, the bottom of the salary scale, until they have worked 8 sections, the equivalent of one full-time year. At that point they move up only one step. NREGs do not trigger scale placement until they have worked 12 sections, the equivalent of one-and-a-half years full-time—and even at that point, they are capped at step 5, so they can only move halfway up the scale ladder, regardless of experience.

This not only weakens CapU’s ability to attract and retain the best faculty; it is out of step with other institutions. The special purpose teaching universities and numerous colleges do not have a cap for scale placement. Many of the universities and colleges in our sector and region—such as Kwantlen, Langara, and VCC—pay non-regular faculty at the same pay scale as regulars from the start of their appointment. (Kwantlen, for example, starts all new faculty at step 5 until they are placed, and starts the placement process immediately—no delay until placement is “triggered.”)

Our original proposal was to place non-regular faculty on scale at the time of hiring, which matches the practice at many institutions. We have modified this proposal to the mere removal of the cap on placement after NREGs have given the equivalent of a year and a half of work to the University. This proposal is far from making CapU an outlier when it

comes to salary, but it would at least lessen the extent to which we underpay and undervalue NREG faculty.

It is worth noting that some colleges may appear to pay sessionals less on a course-by-course basis. However, our inquiries have established that in these cases the sessionals are required to work significantly fewer hours per course than is the case with NREGs at CapU. Simply put, they do not participate in departmental and university committees or other forms of service, and do not have to do PD. That is the express justification for paying them differently, in places where they are paid differently.

Our NREGs are full members of their departments, with continuing rights to work and obligations to perform ancillary duties and the same amount of PD as regular faculty. That is not the case at many institutions with “sessionals,” who are only required to fulfill their student contact hours (which in some cases are fewer than the hours required of CapU faculty). Non-regular faculty at CapU are expected to perform departmental and university service and PD, and are evaluated on that aspect of their work, per 11.5.

Non-regulars at CapU are underpaid within the sector, not overpaid. We made a partial improvement in 2020, and continued improvement is a top priority for our members. We believe it should be a priority for a University that prides itself on its focus on teaching and providing the best possible learning experience for students.

**C5 (original): PMI hourly wage adjustment**

[This proposal adjusts the wage scales in effect on 1 April 2021 to provide a newly rationalized base for the general wage increase. It is not intended to retroactively adjust PMI wages for the period 1 April 2021 through 1 March 2022, or to replace the GWI.]

**7.3A PRIVATE MUSIC INSTRUCTION SALARY SCHEDULE**

7.3.A.3 **Effective April 1, 2021** [see note above about date]

Step	Per Hour	Per Section	Per Annum
1	<del>66.26</del> 75.30	6,626	53,006
2	<del>63.78</del> 72.48	6,378	51,023
3	<del>61.39</del> 69.77	6,139	49,113
4	<del>59.13</del> 67.20	5,913	47,304
5	<del>56.92</del> 64.69	5,692	45,536

7.3A.10 Effective [ratification date] ~~August 1, 2001~~, the rate per instructional hour is based on there being ~~eighty-eight one hundred (100)~~ instructional hours per section. This rate includes an allowance for hours necessary to perform the duties of 6.4A.1.2. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status.



Rationale: Although we are including this in the monetary package, it is a cost-neutral proposal, since it does not change the section rate for PMI work. It simply adjusts the hourly conversion to reflect the fact that in every other article, 88 hours of instructional work equals one section. See the original proposal for a more detailed rationale.

**C6 (original).** Remove secondary scale for Lab Supervisors and Instructional Associates

### 7.3 SALARY SCHEDULE

#### 7.3.1 Effective April 1, 2019-2022

Instructor, Counsellor, Librarian, Special Appointee, Lab Supervisor, Instructional Associate [*Carry this amendment through each year, in 7.3.2, 7.3.3*]

...

~~7.3.10 Laboratory Supervisors and Instructional Associates are paid at a rate of .85 on the Instructor/Counsellor/Librarian and Special Appointee Salary Schedule in 7.3 and 7.3A (see Schedule Appendix B)~~

[*Consequential amendment: remove Appendix B and its citation in the index, and renumber subsequent Appendices and any cross-references to them.*]

**PDR1-Counter: PEL simplification:** See summary of proposal above. The following is not a complete set of language changes to put this proposal into effect.

10.4.1.1.1 Subject to 10.4.1.1.2, the University shall annually make available **60** ~~sections funds in the amount of 2.6% of salary budget committed to all regular positions~~ for the purposes of PEL, as set out below.

10.4.1.1.2 and 10.4.1.1.3 - ~~delete both in their entirety~~

~~10.4.1.1.2-10.4.1.1.4~~ In the event that the ~~sections sum~~ allocated for PEL in any year is not fully utilized in the intended year, the un-utilized amount shall carry forward as ~~sections funding~~ available for PEL in subsequent years in addition to ~~section allocations amounts~~ arrived at under 10.4.1.1.1 ~~and 10.4.1.1.2~~ above. ~~Sections Monies~~ carried forward shall be used to increase the number of PELs in subsequent years.

[And see the summary of monetary package for notes on consequential amendments to PELS credits and other provisions of 10.4, due to the increase in availability of PEL opportunities.]

### **Part 3: Current proposals on non-cost items**

The following includes the employer and Union proposals the parties are still discussing at the table (i.e., those we have not withdrawn or agreed on yet). It sets out the current Union offers and counter-offers on these items, and the Union responses to the most recent employer counter-proposals from the employer.

These plus the proposals listed in part 2 and in the package of proposals for signature comprise the current Union proposals.

The Union has organized this part in the order in which the articles appear in the Agreement, while retaining the Union's proposal numbering system. As in the original set of Union proposals, where a proposal includes changes to multiple articles, they are all organized in the same proposal.

## MLOC (original proposal C14; countered in E2, E5, E6)

6.8.8, 7.7, and LoA - articles affected

Original Union proposal:

C14. Multi-Location work and compensation for travel: incorporate LoA

Original employer proposal:

E1 at 21-22

Employer counters to C14:

E2 at pages 17-18

E5 - entire document

E6 - entire document

The Union response to E6 is below. The Union agrees in principle to moving the LoA into the body of the collective agreement. The text below blacklines the proposal in E6. All but three changes are for simplification, consistency, and clarity (some of which pick up on suggestions in E6).

There are three substantive changes: first, about the definition of the “North Vancouver” location, which we think is too geographically large to be practical or reasonable. Second, the removal of faculty on reduction from those exempt from MLOC compensation (why would we exclude them?). And third, an update to the outdated stipend.

### 6.8.8 Multi-location and Multi-site work (see also 7.7)

6.8.8.1 For the purpose of 6.8.8 and 7.7, the following are University locations. An employee may be in which the employees are assigned to work at any one location of the University:

- North Vancouver
- Sunshine Coast
- Howe Sound
- Ts’zil ~~Learning Centre~~

6.8.8.1.1 For the purpose of 6.8.8 and 7.7, 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 North Vancouver, West Vancouver, Vancouver, and Burnaby, and Richmond. (The North Vancouver location excludes any site opened south or east of Burnaby or Richmond.)

- ~~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)~~

6.8.8.2 An employee may be assigned to work at any one location of the University. 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 (see 7.7.3).

~~6.8.8.3 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 [language moved up into 6.8.8.2 to be consistent with 6.8.8.3]~~

~~6.8.8.3~~ 6.8.8.4 An employee may be assigned to work at any one site. An employee cannot demand, and the University cannot insist, that an employee be assigned to work at more than two sites. Where an employee does work at more than one site on the same day they are entitled to travel reimbursement per 7.7.4.

## **7.7 COMPENSATION FOR MULTI-LOCATION WORK (SEE ALSO 6.8)**

7.7.1 An employee who accepts an instructional assignment to work in ~~multiple more than one~~ locations (see 6.8.8.2) and is required to travel to ~~those more than one~~ locations in the same week shall be reimbursed for travel expenses at the University's current rate and shall receive ~~a stipends~~ (see 7.7.3) in lieu of re-imburement for other related expenses.

~~7.7.2 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. [Changes numbering: 7.7.3 becomes 7.7.2; old numbering crossed out]~~

~~7.7.2~~ 7.7.3 The above ~~two~~ clauses (7.7.1 ~~and 7.7.2~~) does 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, they shall be reimbursed for travel expenses at the University's current rate.

~~7.7.3~~ ~~7.7.4~~ The stipend, paid on a weekly basis when travel is required, will be ~~one-hundred sixty~~ dollars ~~(\$100)~~ ~~(\$60.00)~~.

~~7.7.4~~ ~~7.7.5~~ An employee who accepts an instructional assignment to work at more than one site ([see 6.8.8.3](#)) on the same day shall be reimbursed in the usual manner for kilometres driven at the University's current rate.

~~7.7.5~~ ~~7.7.6~~ An employee who is required to travel to more than one site ([see 6.8.8.3](#)) for University business not related to an instructional assignment shall be reimbursed in the usual manner for kilometres driven at the University's current rate.

~~7.7.6~~ ~~7.7.7~~ Reimbursement for kilometres travelled between locations ([see 6.8.8.2](#)) and sites ([see 6.8.8.3](#)) shall be based on the University's current rate.

## Workload & year-round work: Vacation

### W2. Accrual of vacation - Union counter-proposal to E11, page 3:

#### Letter of Agreement

The parties agree to establish a Joint Committee to discuss the vacation provisions of the collective agreement and current vacation practices (timing and duration) at the University given the increase in volume of work during the summer terms. The goal of the committee is to identify potential changes to the Collective Agreement that will protect the intent of the vacation entitlement set out in article 9.1.

This committee will be comprised of at least 3 and not more than 5 representatives appointed by the Union and an equal number from the University administration. These representatives may include expert consultants chosen by either party.

The parties will form the Committee by December 2023, and the Committee will meet monthly through 2024/25 or such other schedule the Committee agrees is appropriate, until it produces recommendations for vacation practices at the University and for possible changes to the Collective Agreement.

Rationale: This reflects the shift in Capilano University's programs towards more year-round work. In the year-round university committee, we discussed adding to 9.1 guiding language for co-ordinators and faculty to ensure the full vacation entitlement is taken. The CFA is happy to work with the administration on such language. We had originally tabled vacation banking language, based on our consultation with faculty. This consultation revealed that in some programs it is simply not possible to ensure the full two months is taken every year by all regular members.

The employer was not willing to change the existing vacation banking provision in 6.8.17. In its counter-proposal on 6.8.17 in E11, the employer included the establishment of a joint committee. The CFA agrees with the value of such a committee, but doesn't see the value of the other changes to 6.8.17 proposed in E11. We think that the best procedure is to form this committee and consider its advice in the next round.

## **Indigenous faculty recruitment, retention, and support, & Decolonization and EDI**

8.1.1, 8.4.4.1, 11.6.1, 22 - articles affected, + new LoUs

Original Union proposals:

**IHR1-3**

Original employer proposal

**E1**, page 5: “New LoU X: Indigenous Reconciliation” and page 6, “New LoU Y: EDI”

Union counter-proposal to LoU X:

**IHR9**, “LoU and Amendment to Collective Agreement: Decolonization, Reconciliation, and Indigenization,” tabled 23 February 2023

Employer counter-proposal to IHR9 & IHR1-3:

**E3**, pages 2-6, tabled 6 March - refusing to agree to IHR1-3

Further employer counter-proposals:

**E8**, pages 7-9, tabled 4 May - agreeing to IHR 2 and 3 on condition that Union agrees to employer proposal for LOU on decolonization as set out in E8 (substantively the same as “LoU X” in E1)

**E12.1**, page 9, tabled 5 September - agreeing to IHR2 and counter-proposing on IHR3

### **Union response on 15 September to E12.1:**

The Union agrees on IHR2, which is included in the package for signature.

The Union retables IHR1 below. This proposal is closely related to IHR2, for reconsideration by the employer.

**IHR1**. Add Indigenous identity and lived experience to scale placement criteria

[8.1.1.8 One step for Indigenous identity and lived experience, and an additional one step for work specifically on Indigenous education in a post-secondary institution or in an Indigenous business, on top of credit for time spent doing such work under 8.1.1.1 through 8.1.1.7.](#)

[8.1.1.9-8.1.18](#) Not more than one step can be accumulated for any given calendar year, [for the criteria in 8.1.1.1 through 8.1.1.6.](#)

*Consequential amendments:*

Renumber 8.1.1.8 through 8.1.1.10 to 8.1.1.9 through 8.1.1.11, and update any cross-references and index references to these clauses accordingly. (Though our search reveals no references to those specific articles.)

On IHR3, the Union counter-proposes its original language, restoring the right of Indigenous faculty to have stewarding support in meetings. The Union believes this is very much in the spirit of the employer's rationale for accepting the rest of IHR3. If the employer does not agree to the original language, the Union asks the Employer to explain its opposition to Indigenous faculty having stewarding support present in support of these faculty members, should the Indigenous faculty member wish to have a Union steward present.

### **IHR3. Indigenous support person**

11.6.1.3 The parties agree on the need to support Indigenous culture and ways of working collaboratively. In support of this principle, Indigenous employees have a right to have an Indigenous elder or traditional knowledge carrier or keeper of their choosing to attend meetings with administrators in support of the employee, as well as any meeting to which articles 11.6.1.1 and 11.6.1.2 apply, in addition to a Union steward or officer.