

# Memorandum of Agreement

Between:

Kwantlen Polytechnic University

(the “Employer”)

And:

Kwantlen Faculty Association

(the “Union”)

## WHEREAS:

- A. The Union is certified under the Labour Relations Code as the exclusive bargaining agent for a unit of employees of the Employer (the “Bargaining Unit”), and a collective agreement covering the Bargaining Unit is currently in effect (the “Collective Agreement”);
- B. As per LOU #13, the Employer and the Union agreed to form a Joint Committee with a mandate to discuss, review, and adjust class size for classes with registration limits lower than thirty-five (35);
- C. The Employer and the Union agreed to forward this matter to Mediation before Ken Saunders (the “Mediator”) before engaging in the Expedited Arbitration process set out in LOU #13; and
- D. The parties have reached the following agreement;

**NOW THEREFORE** the parties agree as follows, on a without prejudice and without precedent basis:

- 1. The parties agree to the following Over-Enrollment process:
  - a. By the Timetable Submission Deadline for each term, included as part of the scheduling process, a department may opt-in to allow specified courses to be over-enrolled. Once a course has been designated for over-enrollment (“Designated Course”), this status will not change for the remainder of the academic year (September 1<sup>st</sup>- August 31<sup>st</sup>) or until the department opts out, whichever is later.
  - b. Designated Courses may be over-enrolled by up to 5 students (i.e. 1, 2, 3, 4, or 5) per semester beyond established class size limits. No additional caps will be imposed on this process.
  - c. The over-enrollment status of a course is subject to the approval of the Dean, including any space and/or safety limitations. It is understood that the over-enrollment of a course should not impose financial burdens on the University.

- d. Designated Courses will have their adjusted registration limits reflected on the timetable for the semester in question.
  - e. For each Designated Course, Faculty will receive \$225 per student for each additional student enrolled above the class size limit as determined after the stable enrollment date. Payment will occur in a lump sum, less required statutory deductions, three times per year. Payments will be made by December 31 for the Fall semester, April 30 for the Spring semester, and August 31 for the Summer semester and in accordance with the Employment Standards Act of BC requirements.
  - f. The over-enrollment process established by this agreement will not establish new class size registration limits or form a new past practice.
2. The Over-Enrollment process will become effective for the Spring 2022 semester.
3. It is expected that as a result of the Over-Enrollment process, KPU will realize 3000 additional student enrollments annually. If 75% of this target is not reached (based on student enrollments as assessed after the stable enrollment date) by September 30, 2022, Arbitrator Ken Saunders remains seized to adjudicate the outstanding dispute under LOU #13. The parties agree to hold October 19-22, 2022 dates for expedited arbitration should the target numbers not be reached.
4. If 75% of this target is reached (based on student enrollments as assessed after the stable enrollment date) by September 30, 2022, this agreement shall remain in effect unless amended by the parties.
5. Arbitrator Ken Saunders remains seized for any application or interpretation issues arising from this settlement agreement. Arbitrator Ken Saunders reserves jurisdiction to deal with any questions regarding the implementation, application, interpretation or alleged violation of this agreement.
6. The Over-Enrollment process will not interfere with or replace the "Last Class to Graduate" Process that is currently in place.
7. Upon successful ratification of the agreement by the Parties, the KFA and KPU agree to publish publicly through University channels a mutually agreed upon joint statement (attached as Appendix A), explaining the terms of this agreement and encouraging faculty participation.
8. As a part of the resolution to this arbitration, the KFA agrees, without prejudice or precedent, to withdraw grievance 2021-01 and agrees not to grieve any disputes pertaining to the Employer engaging in negotiations of changes to existing class size that have arisen up to the date of the signing of this agreement.

9. Where the registration limits have been established as per Article 12.04, the Employer agrees not to negotiate registration limits directly with individual faculty.
10. The Union agrees to ensure that this Memorandum of Agreement is presented for ratification and voted upon by its membership no later than Friday, September 17, 2021.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Agreement this 10<sup>th</sup> day of September, 2021.

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Kwantlen Polytechnic University

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Kwantlen Faculty Association