

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

And

Canadian Office and Professional Employees Union local 378
 (“COPE”, or “the Union”)

Offer of Settlement (“The Offer”)

July 8, 2015

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Capilano University to the COPE for the renewal of the expired 2014 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the University or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if the Offer is rejected. Any issues previously tentatively agreed to will retain that same status if the Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

MEMORANDUM OF AGREEMENT

Between

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

And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION
("COPE" or "the Union")

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 THEIR RESPECTIVE PRINCIPALS MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 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 2014-2019 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. The principals of Capilano University are the Board of Directors of Capilano University and the Board of Directors of the Post Secondary Employers' Association. Capilano University and COPE will conduct their ratification votes within thirty calendar days of signing of this MOA.

4. Wage Increases

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effective on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Signed this 8 day of July 2015


BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

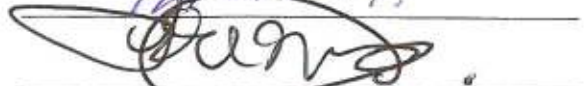




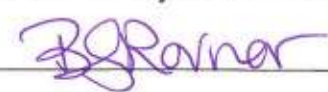


BARGAINING REPRESENTATIVES FOR
THE UNION:





Tommy



Article 9.12 Student Employment Programs

9.12 STUDENT EMPLOYMENT PROGRAMS

- (1) The Union specifically agrees that the ~~The~~ University shall have the right during the life of the Collective Agreement to implement Student Employment programs, subject to the terms and conditions of this article ~~Letter of Understanding~~.

- (2)(a) It is mutually agreed that any person hired for a Student Employment Program ~~pursuant to this Letter of Understanding~~ must be a student at Capilano University and must continue this status for the duration of such employment.

- (b) The University further specifically agrees that ~~No~~ students employed pursuant to this ~~article Letter of Understanding~~ shall:
 - (i) perform any duties under a Student Employment Program without the Union's agreement. Prior to the hiring of any student ~~under this Letter of Understanding~~, the University shall provide the Union in writing with the nature of work to be performed, work location(s), duration of employment and hours of work per week. The Union shall respond to requests within ten (10) working days and shall not unreasonably withhold agreement; or

 - (ii) replace any employee(s) in the bargaining unit including, but not limited to, any such employee who is on layoff status under the Collective Agreement; or

 - (iii) at any time total more than ~~twenty five (25)~~ fifty (50) in number, without the prior express written consent of the Union.

- (3)(a) The University specifically agrees that the Union shall have the right to cancel with thirty (30) days notice the University's right to implement Student Employment Programs pursuant to this Letter of Understanding in the event of any allegation by the Union of a failure by the University to comply with any of the provisions of paragraph (2) above.

- (b) If the University disputes the issue of alleged failure to comply with paragraph (2) above, the University shall have the right to refer the matter directly to expedited arbitration pursuant to the applicable provisions of the Collective Agreement. If the arbitrator finds that the University has contravened this Letter of Understanding by failing to comply with any of the provisions of paragraph (2) above, then this Letter of Understanding shall forthwith be deemed to be rendered null and void, and shall immediately be replaced in full by Clause 9.10(a). If the arbitrator finds that the University has not contravened any of the provisions of paragraph (2) above, as alleged by the Union, then the University's right to implement Student Employment Programs under this Letter of Understanding shall be deemed to be immediately reinstated.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

- (4) It is mutually agreed that any student hired for any Student Employment program ~~pursuant to this Letter of Understanding~~ shall not be covered or governed by the Collective Agreement then in force and effect between the Parties.

ARTICLE 13 – HOURS OF WORK

13.10 MINIMUM DAILY PAY

- (a) Employees reporting for work at the call of the University shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours pay for each call out subject to (b) below.
- (b) Temporary Part-Time employees in the Children’s Centre, Sportsplex, Theatre, or Events and Ceremonies reporting for work at the call of the University shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of two (2) hours pay for each call out.

15.09

TRAVEL

(a) International Travel

International travel is travel outside of Canada. Except for those employees where international travel is a requirement of the job, international travel is voluntary.

Employees on international travel will continue to receive their regular pay for the duration of the trip. Where travel is required on either Saturday or Sunday, a regular day in lieu will be given to the employee. Lieu days will be scheduled at a mutually agreeable time between the employee and her manager and will be taken within thirty (30) days of the return from the trip.

(b) Domestic Travel

Domestic travel is travel within Canada. Except for those employees where domestic travel is a requirement of the job, domestic travel is voluntary.

Employees on domestic travel will continue to receive their regular pay for the duration of the trip. Where travel is required on either Saturday or Sunday, a regular day in lieu will be given to the employee. Lieu days will be scheduled at a mutually agreeable time between the employee and her manager and will be taken within thirty (30) days of the return from the trip.

17.08 VACATION CARRY-OVER

(a) Two-Weeks Annual Vacation

Employees, other than Bridge employees, may carry over up to ~~five (5)~~ ten (10) days vacation leave per year, however are required to take a minimum of two weeks annual vacation each year.

(b) Vacation Bank

(i) Employees may bank any vacation in excess of the minimum vacation up to a maximum of ~~ten (10)~~ twenty (20) days ~~eight weeks~~.

Note for Bargaining (not to be in the agreement):

Employees with a vacation bank in excess of 17.08(b)(i) shall not have their vacation banks reduced as a result of implementation of (b)(i) above. However, these vacation banks will be capped at the amount banked at ratification until such time as these vacation banks are drawn down below twenty (20) days. Employees with vacation banks in excess of 17.08(b)(i) shall draw down their vacation banks to the levels defined in 17.08(b)(i) by December 31, 2016.

Article 17.09 - Pay cheques

17.09 PAY CHEQUES

(a) Request for Cheques Prior to Vacation

~~An employee shall, upon request in the form of two (2) calendar weeks notice prior to the pay day preceding the commencement date of vacation, receive, on the last working day preceding commencement of her vacation, any cheques which would normally fall due during the period of her vacation.~~

(b) Time Reports During Vacation

~~Employees must submit approved time reports covering their vacation leave period prior to receiving any cheques.~~

(Renumber accordingly)

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

Extended Health

1. Effective January 1, 2016 the deductible for the extended health coverage will be increased by \$25.00 and article 28.03(i) will be amended to read as follows:

28.03 (i) Extended Health Coverage

Default level is:

- ~~\$25~~ \$50 annual deductible for single, couple, or family
- 80% reimbursement of eligible expenses
- Prescription drugs; Effective one month following the date of ratification, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.
- Ambulance
- Hospital user fees
- International travel assistance
- Vision care (reimbursement to a maximum of two hundred dollars (\$200) per year or four hundred dollars (\$400) every two years per eligible employee or dependant)
- All other items that were covered in the Extended Health plan with Canada Life effective May 1st, 1992, with additions dated March 1st, 1996.

Options:

Deductible raised to ~~\$250~~ \$275 per year; or

Deductible raised to ~~\$500~~ \$525 per year and no prescription drug coverage.

2. While not to be included in the Collective Agreement the Parties agree that:

(a) Effective November 1, 2015 or the date of ratification of the Memorandum of Agreement, whichever is later, the Employer and Union agree that where an individual who is covered by the extended health care insurance plan and has prescription drug coverage is:

i. prescribed a drug that is not part of the Pharmacare Formulary (“Non-Pharmacare Formulary Drug”); or

ii. prescribed a drug that is on the Pharmacare Formulary but which requires “Special Authority” (“Special Authority Drug”) and the individual either:

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

- a. does not want to go through the approval process to obtain the Special Authority Drug; or
- b. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

(b) Effective the date of ratification of the MOA, where an individual who is covered by the extended health care insurance plan and has prescription drug coverage is covered for a Formulary drug (the "Formulary Drug") and that drug was recently delisted from the Formulary (the "Delisted Drug") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.

c. Effective January 1, 2016 a targeted Prescription Spending Account, separate from the existing Spending Account as per Article 28.03 (b), shall be created for the purpose of providing up to an additional twenty-five percent (25%) reimbursement for drugs:

a) that are not on the BC Provincial Pharmacare Formulary (including those available through special authority); and

b) that were previously available under the support staff drug plan prior to the Parties adopting the BC Provincial Pharmacare Formulary,

subject to the provisions below.

The Prescription Spending Account shall reimburse eligible claims to a maximum of \$100 per calendar year per employees and their dependents combined.

Effective January 1, 2017, the Prescription Spending Account shall be increased to \$150 per year.

Effective January 1, 2018, the Prescription Spending Account shall be increased to \$225 per year.

Effective January 1, 2019, the Prescription Spending Account shall be increased to \$400 per year.

Reimbursement will not be done at the point of sale or through use of the Drug Card, but must be processed through the submission of receipts to the appropriate benefits plan. Unused funds from any given calendar year will not carry forward to the next year.

ARTICLE 18 and 28 – Housekeeping

18.02 LONG TERM ILLNESS

Sick Leave and Short Term Disability –~~Effective November 1, 1994~~

Should a single illness exceed thirty (30) calendar days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in Article 18.01. After the thirty (30) days of a single continuous illness, the short term disability shall apply. Employees on short term disability will receive 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 for a period up to eleven (11) months. The University will pay the premium costs of the short term disability plan. After twelve (12) months of a single continuous illness, benefits of the Long Term Disability Plan in Article 28 of this Agreement shall apply, in accordance with the terms of that Plan.

18.03 RETURN TO WORK FROM LTD

- (a) Employees who are on sick leave, short term disability or long term disability will have the right to return to their position for a period of up to three (3) years from onset of disability, unless there is a definite, physician-supported prognosis of a return to work within 90 calendar days following the date of expiry of the three (3) year period, in which case the three (3) year period will be extended to accommodate the return to work of the employee.
- (b) If the employee is determined to be medically fit to return to work at a later date, the employee has the rights set out in Article 12.04 (ii)(2) and (3). The University and the Union will make every reasonable effort to accommodate the employee in seeking a new position within the University.
- (c) In the event that a placement is not available within 30 days from the return to work date, or the employee does not wish to accept the placement(s) offered, the employee will be placed on the Layoff List for a period of twelve (12) months, during which the employee will have Priority 1 rights to any vacancies that may arise. In the event that an employee is not placed in a regular position within the 12 month period, she would be entitled to severance pay as outlined in 12.09.
- (d) If the employee is able to return to work within the time frame set out in (a) above, where the position the employee occupied is eliminated, the employee shall exercise her rights outlined in Article 12.04.
- (e) This Article does not apply to employees who are on LTD as of September 1, 1998. Those employees retain all the rights set out in the Collective Agreement in force on March 31, 1998.

18.04 LONG TERM REPLACEMENTS

(a) Regular Status Replacement

Where it is necessary to hire a Regular status replacement in a position normally held by another employee who is either on Long Term Disability or who has been sick in excess of thirty (30) continuous calendar days, and where the sick employee returns to her position within the time frame specified in Article 18.03(a), the following shall apply to the replacement employee:

- (i) she shall be given three (3) months' notice of the termination of her employment;
- (ii) on termination, she shall have a priority right to the first vacant position or hire for which she has the necessary qualifications and abilities. If the placement herein arising is not permanent, this right shall continue to exist until permanency is achieved. It is expressly understood this provision overrides Article 25, and that an employee shall be paid at the rate of the position.

28.02 LONG TERM DISABILITY

(a) Participation —~~Effective November 1, 1994~~

All employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year must participate in the Long Term Disability Plan. The employee shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment. The Plan shall provide 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 per month.

(b) Coverage and Eligibility

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the University.

See Appendix D for information on the Appeal Process.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

ARTICLE 31 – DURATION OF CONTRACT

31.01 DURATION

This agreement shall be binding from ~~July 1, 2010 to midnight, June 30, 2014.~~ July 1, 2014 to midnight, June 30, 2019.

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (THE “UNIVERSITY”)

AND:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE’S UNION (THE “UNION”)

Re: Labour Market Adjustment for Selected IT Systems Positions

In recognition of the recruitment and retention issues that arise due to the market value for certain information technology positions, Capilano University and COPE agree to the following guidelines to cover the payment of a market adjustment stipend to incumbents in selected Information Technology positions.

1. Effective the date of ratification of the Memorandum of Agreement renewing the 2010-2014 Collective Agreement, a market adjustment stipend will be added to each step of the salary ranges for selected Information Technology positions as provided in Paragraph 8 below.
2. New employees in the affected positions will receive the market adjustment stipend provided in Paragraph 8 below and will be placed on a step in the salary scale (based on each individual circumstance) and will progress up the salary scale in accordance with the Collective Agreement to the maximum range for that position.
3. Current incumbents in the affected positions will receive the market adjustment stipend provided in Paragraph 8 below effective the date of ratification of the Memorandum of Agreement renewing the 2010-2014 Collective Agreement.
4. Incumbents will continue to receive the market adjustment stipend for the length of time they remain in the position.
5. At the end of two (2) years, the parties will review the market adjustment stipend to determine if it is still required. If at the end of two (2) years, the market adjustment stipend is no longer required, then the incumbents will continue to receive the market adjustment stipend but their salary on the salary grid will be red-circled.
6. In the future, when a position in these classifications becomes vacant, Capilano and COPE will review the situation to determine if the market adjustment stipend is still required.
7. In the event similar new positions are created in the IT Services Department where similar market concerns are identified, consultation with COPE will occur prior to the position being posted.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

8. The stipend(s) will be as follows:

<u>Title</u>	<u>Stipend (Annual)</u>
<u>Infrastructure Analyst I</u>	<u>\$5,000.00</u>
<u>Infrastructure Analyst II</u>	<u>\$5,000.00</u>
<u>Infrastructure Analyst III</u>	<u>\$7,000.00</u>
<u>Database Administrator</u>	<u>\$7,000.00</u>
<u>Senior Database Administrator</u>	<u>\$14,445.00</u>

9. The Market adjustment stipend will be reflected on all internal and external postings.

Signed this day of July, 2015

CANADIAN OFFICE AND PROFESSIONAL

EMPLOYEES UNION, LOCAL 378

CAPILANO UNIVERSITY

Union Representative

Director, Human Resources

31.07

PAYMENT OF COLLECTIVE AGREEMENT

The University will pay for and provide the Union with ~~300~~ 30 Collective Agreements at the conclusion of negotiations. ~~The Union will pay \$2.00 for each additional copy provided.~~ A copy of the collective agreement will be posted on the website.

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION (the “Union”)

RE: Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee’s eligibility for the EIP will continue through the period of the employee’s absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee’s prognosis for early managed return to work;
- The parties jointly must maintain the employee’s medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee’s medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.

SIGNED this 5th day of December, 2012:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

CAPILANO UNIVERSITY

Sarah Melsness, Union Representative

Parveen Mann, Director
Human Resources

18.03

JOINT EARLY INTERVENTION PROGRAM (JEIP)

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

Jointly Managed – The program will be jointly managed by the Employer and the Union.

Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.

Rehabilitative – The JEIP is rehabilitative in nature.

Confidential – The parties involved in the program will maintain confidentiality of all information.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

LOU –Provincial Job Evaluation/Classification Plan

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE’S UNION (the
“Union”)**

Re: Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- Identify what works well;
- Identify what could work better; and
- Developing a set of recommendations as to how to move forward.

The Findings of the Committee will be submitted to the parties’ respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

SCHEDULE A – PROPOSALS
Capilano University Package Proposal

Housekeeping

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

1. Rename all LOA, LOI letters as LOU and number for ease of reference.

4.01 NOTICE OF ABSENCE FROM WORKPLACE

Whenever possible, an employee exercising any right arising under Article 4 shall advise her supervisor of any absence from her workplace. When undertaking union duties, union stewards will not interrupt the work of other employees without the approval of the appropriate administrators.

4.04

TIME OFF FOR UNION BUSINESS AND ACTIVITIES

The Union and the University will co-operate to see that suitable arrangements are made to have an employee's regular duties covered in a reasonable manner so as to avoid interfering with the operating requirements. When undertaking union duties, union stewards will not interrupt the work of other employees without the approval of the appropriate administrator. Requests for leaves of absence without loss of seniority for the following activities shall not be unreasonably withheld:

8.01 ARBITRATORS

All grievances submitted to arbitration shall be adjudicated by a single arbitrator selected on a rotational basis, depending on availability, from the following list:

1. John McConchie
- ~~2. Don Munroe~~
- ~~3. 2. John Hall~~
- ~~4. 3. Joan Gordon~~
- ~~5. Judy Korbin~~
- ~~6. 4. Colin Taylor~~
5. Julie Nichols
6. David McPhillips

13.08 **TIME REPORT**

(a) **Semi-Monthly Paid Employees**

Employees must submit their time sheets monthly.

(b) **Hourly Paid Employees**

Employees paid on an hourly basis must submit an "Hourly Time Report" immediately following the period covered by the report.

(c) **Excluded Positions Approval**

Time reports shall be submitted for approval to the appropriate ~~excluded position~~ administrator identified pursuant to Appendix J.

13.11 STANDBY DUTY

Note: This article applies only to employees working in the Facilities Department, the ~~Computer~~ Information Technology Services Department and the Sportsplex

(a) Scheduled Standby Duty

An employee scheduled on standby will be paid two (2) hours at straight time for the 24-hour period commencing daily at 8:00 am, Monday to Friday, inclusive; and four (4) hours at straight time for the 24-hour period commencing at 8:00 am on a Saturday, Sunday or paid holiday.

(b) Advance Notice

Where possible, standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours notice of standby duty, she will not be required to accept such duty.

(c) Consecutive Weekends

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

22.01

CONDITIONS

The Union and the University agree that regulations made pursuant to the Workers' Compensation Act, ~~the Factories Act~~ or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

22.02

~~SAFETY AND HEALTH COMMITTEE~~ HEALTH AND SAFETY COMMITTEE

(a) **Definition of Committee**

The Union and the University agree to maintain a ~~University Safety and Health~~ Health and Safety Committee comprised of two (2) representatives from each party. The Faculty Association may be invited to appoint two (2) members. The Committee shall make recommendations to the President on unsafe, hazardous and dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the ~~Safety and Health~~ Health and Safety Committee shall be sent to the Union and the University. The University shall post the minutes online.

(b) **Compensation**

Any employee who serves on the ~~Safety and Health~~ Health and Safety Committee shall receive her regular straight time rate of pay for:

- (i) attending meetings of the Committee;
- (ii) investigating safety matters at the direction of the Committee and with the approval of the President.

(c) **Unsafe Conditions**

Any employee may make a written or verbal representation concerning unsafe working conditions to the ~~Safety and Health~~ Health and Safety Committee.

25.02 **JOB POSTINGS**

(a) **Posting**

All job openings of one month or more not filled through the previous incumbency process shall be posted ~~electronically on the University's bulletin boards~~ for a period of not less than five (5) working days. ~~All jobs will also be posted electronically.~~

(b) **Contents of Posting**

All job postings shall contain applicable class specification information and criteria including:

- job title
- nature of position
- required qualifications
- required knowledge and skills
- salary range
- work day and work week
- position number

(c) **Advertisements**

Advertisements shall indicate that ~~the position is open to both female and male applicants,~~ Capilano University is an equal opportunity employer and that Union membership in the COPE shall be a condition of employment. If the bargaining unit status of the position has not been determined, the advertisement shall indicate ~~that the position is open to both female and male applicants~~ Capilano University is an equal opportunity employer, and that Union membership in the COPE may be a condition of employment.

(d) **Union to Get Copy of Posting**

The Union will be provided with a copy of new or reclassified job postings at least twenty-four (24) hours prior to the new or reclassified job being posted.

26.09

JOB CLASSIFICATION REVIEW

- ~~(a)~~ The University and the Union agree that they will each provide their own Job Evaluation Specialist to clear the current backlog of job classification review requests within a six month period of the ratification of this Agreement.
- ~~(b)~~(a) The University and the Union further agree that they will each provide their own Job Evaluation Specialist on an on-going basis when needed to meet the deadlines set out in the Agreement for resolving classification review requests by employees.
- ~~(c)~~(b) The University and the Union agree that a "Job Evaluation Specialist" is an individual who has job classification as the primary responsibility of her employment with the University or the Union.

27.06 MILEAGE ALLOWANCE

Authorized employees using their personal vehicle for University business, at University request, will be paid at the prevailing Board rate in accordance with ~~Policy No. 310~~ Employee Expense Policy E207, but not less than \$.40 per kilometre.

27.07 **EMPLOYEE'S VEHICLE**

(a) **Vehicle**

It shall not be a condition of employment for an employee to supply a vehicle. An employee may refuse to use her private vehicle on University business.

(b) **Driver's License**

It shall not be a condition of employment for an employee to hold a valid B.C. Driver's license unless the job specifically requires that she drives a University vehicle.

Notwithstanding the above, the University and the Union agree that the following positions may include a requirement for a valid B.C. Driver's license:

- ~~(i)~~ ~~Continuing Education Assistant~~
- (i) Marketing and Communications Assistant, Continuing Studies & Executive Education
- (ii) Programs Assistant
- (iii) Business Development & Operations Assistant, Continuing Studies & Executive Education
- (iv) Facilities Inventory Assistant
- (v) Film Centre Technical Supervisor
- (vi) International Student Admissions and Recruitment Assistant
- ~~(ii)~~(vii) Motion Picture/Film Crafts Technician
- ~~(iii)~~(ix) Student Recruiter
- ~~(iv)~~(x) Career Development Officer
- (xi) Career Services Assistant
- ~~(v)~~(xii) Media Production Specialist
- ~~(vi)~~(xiii) International Outreach and Events Officer
- ~~(vii)~~(xiv) Production Technician
- ~~(viii)~~(xi) Senior Development Officer
- ~~(ix)~~(xv) First Nations Liaison Officer

Other positions may be added to this list only by mutual agreement of the Union and the University.

28.05 **COVERAGE REQUIRED BY LAW**

The University shall deduct such sums as are required by law and make such contributions on behalf of employees as legislation binding upon the University may require. Examples are: E.I., W.C.B., ~~Superannuation~~ Municipal Pension Plan where applicable.

SCHEDULE B- TENTATIVELY AGREED
Capilano University Package Proposal

Article 29.02 (d)

Change "Labour Relations Council" to "Labour Relations Board".

APPENDIX J - EXCLUSIONS

It is agreed that the following positions are excluded from the bargaining unit. The University may add positions to, or delete positions from, this list. If the Union does not agree with changes to the list it may ask the Labour Relations Board to review the changes and make a final determination of the bargaining unit status of the positions in question.

~~**Associate Manager, Strategic Enrolment~~
**Associate Managing Director, Presenting and Admin
~~**Associate Director, Development Manager, Advancement Services~~
**Associate Registrars
Budget Officer
**Chief Information Officer
**University Librarian
Conflict Resolution Advisor
**Deans
**Director of ~~Buildings & Grounds~~ Facilities
**Director of Contract Services and Capital Planning
**Director, Film Centre
**Director of Finance
**Director, Continuing ~~Education~~ Studies & Executive Education
~~**Executive Director, Development & University Communications- Advancement~~
**Director, Centre for International Experience
**Director, Human Resources
**Director, Communications and Public Relations
**Director, Systems
**Director, IT Architecture
~~**Director, Teaching and Learning~~
Employee Benefits Specialist
Executive Assistant to University President and Board
Executive Assistant, Finance and Administration
Executive Assistant, Vice President Academic and Provost
Executive Assistant, VP International, External Relations and New Initiatives
Executive Receptionist
Senior Communications Advisor
**General Manager, Performing Arts Theatre
Human Resources Advisors
Human Resources Assistants
~~Human Resources/Privacy Executive Assistant~~ Executive Assistant to Director Human Resources
**Director, Student Affairs
**Manager, Student Affairs
**Manager, Athletics & Recreation
**Manager, Accounting Services
**Manager, Bookstore
**Manager, Budget & Analysis
**Manager, Link BC
**Manager, Children's Centre
**Manager, Development
**Manager, Events & Ceremonies

SCHEDULE B- TENTATIVELY AGREED
Capilano University Package Proposal

**Manager, Facilities
**Manager, Financial Services
**Manager(s), Human Resources (Faculty and Staff)
**Manager, Institutional Research
**Manager, ~~International Projects~~ Business Development
**Manager, IT Service Delivery
**Manager, IT ~~Operations~~ Infrastructure
**Manager, Payroll
**Manager, Project Management Office
**Manager, Systems Analysis
**Manager, ~~Web Development~~ Implementation & Deployment
**Manager, Centre for International Experience
**Manager, International Student Recruitment
~~**Manager, Public Affairs~~
Policy Analyst
**President
**Registrar
**Vice President, Academic and Provost
**Vice President, Finance & Administration
~~**Vice President, International, External Relations and New Initiatives~~

For the purposes of this Agreement, positions indicated by "***" are Administrative Heads.

The University will provide the Union with the names of the individuals currently in excluded positions within thirty (30) calendar days of the ratification of the Collective Agreement. In addition, the University will advise the Union of any changes, in writing, within thirty (30) calendar days.

LETTER OF INTENT

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION (the
"Union")**

RE: ARTICLE 19 CAREER DEVELOPMENT

The parties agree to the following in dealing with career development issues:

1. The parties are committed to the intended purpose of Article 19: "to encourage and assist employees in maintaining and improving skills or to assist in preparing them for foreseeable jobs within the University."
2. The parties acknowledge that the Staff Career Development Committee will make recommendations to the University on the dispersal of staff career development funds, made available by the University in the amount of not less than ten thousand (\$10,000) dollars annually.
3. To ensure a good working relationship, the University will make available a resource person to work with the Staff Career Development Committee when requested.
4. Prior to committing to any activity, the Staff Career Development committee will submit a plan of activities with anticipated learning outcomes and budget for as part of its recommendation to the University.

SIGNED this 5th day of December, 2012:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

CAPILANO UNIVERSITY

Sarah Melsness, Union Representative

Parveen Mann, Director
Human Resources

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION (the
"Union")**

Re: Testing

With respect to the above cited subject matter, the University and the Union do hereby expressly and mutually agree that if any employee is to be given any test for any purpose under the Collective Agreement, the following provisions must be complied with, otherwise the test shall be deemed to be invalid.

(1) Tests to be Designed and Administered Fairly

Any test given any employee for any purpose under the Collective Agreement must be designed and administered fairly.

(2) Other Criteria for Determining Propriety of Tests

Without limiting the generality of paragraph (1) above, any test given any employee for any purpose under this Agreement must be:

- (a) relevant to the job, if used for selection purposes;
- (b) based on material, the general nature of which will be provided to the employee in advance;
- (c) preceded by advance notice of the test procedures, the standards to be applied and the time and place where it is to be conducted;
- (d) administered on a uniform basis to all employees to be tested and in such manner as to ensure the secrecy of test papers before the test is given and where possible, to preserve the anonymity of each employee being tested.

(3) Adequate Preparation Time

Employees must be given adequate time to prepare for any test given for any purpose under the Collective Agreement.

(4) Employee Right to Review Test and Results

Any employee who is given any test for any purpose under the Collective Agreement shall have the right to review her test paper and results.

SCHEDULE B- TENTATIVELY AGREED
Capilano University Package Proposal

SIGNED this 5th day of December, 2012:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

CAPILANO UNIVERSITY

Sarah Melsness, Union Representative

Parveen Mann, Director
Human Resources

LETTER OF AGREEMENT

BETWEEN:
CAPILANO UNIVERSITY (the "University")

AND:
**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION (the
"Union")**

RE: University Closure Policy

It is agreed that the staff shall receive equal treatment with faculty under the University Closure Policy.

SIGNED this 5th day of December, 2012:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

CAPILANO UNIVERSITY

Sarah Melsness, Union Representative

Parveen Mann, Director
Human Resources

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION (the
"Union")**

Re: Exceptional Work Day – Sportsplex

With respect to the above subject matter, the University and the Union ("Parties") do hereby expressly and mutually agree that an employee hired to work in the Sportsplex for a special event may agree to work an exceptional work day of longer than seven (7) hours per day. The employee shall be paid at the overtime rate for all hours in excess of ten (10) hours per day or thirty-five (35) hours per week.

This letter of understanding will expire June 30, ~~2014~~ 2019 with the expiry of the current Collective Agreement.

SIGNED this 5th day of December, 2012:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

CAPILANO UNIVERSITY

Sarah Melsness, Union Representative

Parveen Mann, Director
Human Resources