

2019 – Memorandum of Agreement

between

CAPILANO UNIVERSITY

("the Employer")

and

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION LOCAL 378)

("the Union")

Offer for Settlement

DATE: December 4 2019

TIME: 4:00 pm

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Capilano University to the Moveup Bargining Unit for the renewal of the expired 2014-2019 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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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 this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

All proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Employer Proposal
Date: 4 Dec 2019
Time: 4:00 pm

Memorandum of Agreement

between

CAPILANO UNIVERSITY

("the Employer")

and

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION LOCAL 378)

("the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF CAPILANO UNIVERSITY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CAPILANO UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF MoveUP (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE BARGAINING UNIT MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. SCHEDULE "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

5. SCHEDULE "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agree to the details outlined in the attached Schedule "C".

7. 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 and schedule the necessary meetings to ensure that their principals vote on the recommendations.


This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 4th day of December, 2019.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:




Sam Collin

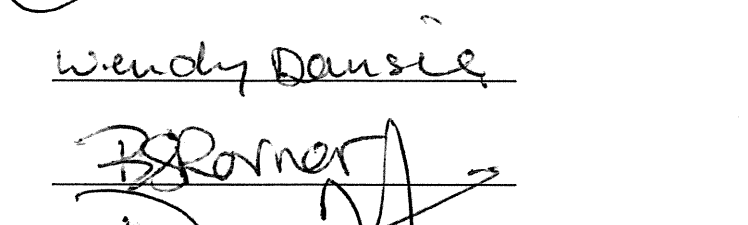


H. Almad

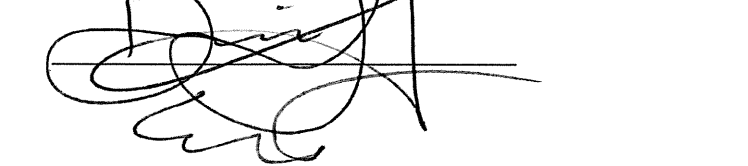
BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:



Wendy Dausie



B. Rorner



D. Dausie

SCHEDULE A

1. Replace the existing LOU #5 with the following:

Letter of Understanding #5 – Support Staff Innovation Fund

Capilano University agrees to establish a Support Staff Innovation Fund to encourage specific transportation initiatives and address recruitment and retention issues. The amount of the fund will be:

Year 1 \$40,000

Year 2 \$85,000

Year 3 and ongoing \$130,000

Funds not allocated within a calendar year will be carried over for one year only. Due to the timing of collective bargaining for the renewal of the 2014-2019 collective agreement, it is likely that funds from Year 1 may not be spent in Year 1. The intent of the parties is to carry any unspent amount to Year 2 and to ensure those funds are allocated in Year 2.

SPECIFIC INITIATIVES

A. GREEN TRANSIT INITIATIVES

i) TRANSPORTATION SUBSIDY

As part of its efforts to reduce its carbon footprint, the University shall provide to regular employees who commute to and from work by public transit, a transportation incentive of fifty (\$50.00) dollars per month toward a monthly transit pass.

Starting January 1, 2020, to receive the transportation subsidy employees shall, on a quarterly basis, submit a copy of their transit payment receipts (ie. Compass Pass payment receipt) through the normal expense reporting process. Payment will be issued quarterly.

ii) CARPOOLING PILOT PROJECT

To encourage carpooling as a transportation option to employees, the parties have agreed to participate in a carpooling pilot project.

The University will provide 10 spaces for MoveUp members who carpool. Employees who carpool do not have to pay for parking. As the pilot progresses, this number will be reviewed to determine the necessity of increasing spaces to a maximum of 20.

Carpools must consist of at least 2 MoveUp members who arrive on campus together, in one vehicle, park in the designated carpool area, and exit the vehicle together. As per current regulations around carpooling, if the registered drivers listed for the carpool do not exit the car together upon parking, the driver will lose their carpooling privileges for the remainder of the pilot project. The application form and further terms and conditions can be found on the University's internet web site under "Carpool Terms & Conditions".

This 1 year pilot project will run from January 1, 2020 to December 31, 2020. The pilot project will be evaluated in November 2020, and if 80% utilization is achieved between January 1, 2020 and October 31, 2020, the project will continue for another year. It will be evaluated with the union at 6 month intervals thereafter.

B. LABOUR MARKET ADJUSTMENT COMMITTEE

The parties recognize the value of developing positive recruitment and retention practices within the University. As such, the Parties agree to establish a Joint Committee consisting of up to two (2) representatives from the Union and up to two (2) representatives from the Employer to review positions with difficulties in recruitment and/or retention and recommend strategies to eliminate these difficulties.

Recommendations shall be made to the Associate VP Human Resources and the MoveUP Business Representative for final review and agreement before implementation.

Positions may be eligible for additional labour market adjustments by mutual agreement if:

- There is a demonstrated recruitment or retention issue that can be objectively determined, and;
- There is an objective concern for the retention of incumbents who are being underpaid in contrast to appropriate market comparators, and;
- Any other eligibility requirements the parties may mutually agree to as necessary.

Labour market adjustments may include, but will not be limited to, the following:

- Annual Stipend (paid bi-weekly)
- Salary adjustments to match market reference points for similar positions within the sector

Either party may initiate a meeting of the committee.

2. Salary Increases

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

<u>Effective July 1, 2019</u>	<u>2%</u>
<u>Effective July 1, 2020</u>	<u>2%</u>
<u>Effective July 1, 2021</u>	<u>2%</u>

The new rates shall be rounded to the nearest whole cent or dollar as applicable.
These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of this memorandum of settlement.

3. Article 9.12 Student Employment Programs

- (1) The parties acknowledge the value to Capilano students of being able to participate in Student Employment Programs on campus and the positive impact such programming has on overall student recruitment and retention.
- (2) The parties recognize that Student Employment Programs provide practical learning opportunities for students' within their academic programs and are of value in assisting students in obtaining work experience and financial support as part of the educational experience.
- (3) The parties recognize and agree that students will not displace MoveUP members. The University further recognizes that in areas where services are provided by MoveUP members, students can be employed to only complement the services provided and not for the purpose of eroding the scope of the bargaining unit or replacing any employee(s) in the bargaining unit, including but not limited to, any such employee who is on layoff status under the Collective Agreement.
- (4) Prior to the posting of any new student position the University shall notify the Union in writing of the nature of work to be performed, work location(s), duration of employment and hours of work per week.
- (5) The Union shall have the right to refer any violation of Article 9.12 directly to expedited arbitration pursuant to the applicable provisions of the Collective Agreement.

4. Sick Time – Temporary Employees

18.01 SICK LEAVE ENTITLEMENT

(a) Sick Leave With Pay

Regular, full-time Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days. Temporary employees whose length of appointment is less than 4 months shall have their sick leave entitlement pro-rated.

5. IT Blue Circling

LOU5 – LMA #1 [X]

All employees currently red-circled due to the labour market adjustment stipend in IT shall now be considered blue circled for the remainder of their employment at Capilano University, or until the parties negotiate otherwise.

6. Vacation

17.04 GRANTING OF VACATION LEAVE

The employees in a department should settle a vacation schedule each year subject to the approval of the Administrative Head. Approval will be based on legitimate operational requirements.

17.08 VACATION CARRY-OVER

(c) Excess Vacation Bank

Employees who have banked the maximum allowable vacation are required to take the excess prior to the end of each calendar year. The excess may be paid out by mutual agreement between the employee and the Employer. Should an employee accumulate a vacation bank in excess of the maximum allowable as a result of being unable to utilize their vacation due to operational requirements or other circumstances beyond the employee's control, the employee and their manager shall discuss options to address the excess with Human Resources. The proposed resolution will be reviewed and mutually agreed upon by the Union.

LOU xx Temporary Vacation Carry-Over Increase

Recognizing that more senior employees may have carried larger banks when the parties agreed last round of bargaining to cap the vacation banks at a maximum of twenty (20) days, this group may have had challenges transitioning to the new balance cap. In recognition of these senior employees, a longer transition period will be provided.

Irrespective of the current ten (10) day carry over, for employees who are entitled to thirty (30) days' vacation, they may carry over up to fifteen (15) days per year and hold a maximum bank of thirty days (30) days per year, until December 31, 2021. As of January 1, 2022, all employees will be expected to adhere to the maximums outlined in Article 17.08.

7. Strategic Funding For Front Line Support

LOU XX – Strategic Funding for Front Line Support

The parties recognize that front line student engagement occurs at all levels of the university. For those employees in the following positions, positive service delivery plays a significant role in the University's ability to achieve its strategic goal and the parties wish to acknowledge this commitment by providing a \$1 per hour premium.

- Child Care Facility Attendant
- Clerk 1 (Bookstore)
- Substitute, Child Care Assistant
- Facilities Worker
- Facilities Worker (As & When)
- Centre for Sport & Wellness Attendant
- On-call Department Support Assistant (Basic)

SCHEDULE B

Items previously agreed and signed off between the parties during these negotiations in the renewal of the 2014-2019 Capilano University – MoveUP Collective Agreement.

#	Article / Description	Signed
1	1.04 – Human Rights	28 August 2019
2	1.06 – Gender Neutral Language	28 August 2019
3	2.01 – Bargaining Unit Defined	28 August 2019
4	8.04 – Expenses of Arbitration	28 August 2019
5	9.01 – Employee Defined	28 August 2019
6	11.03 – Accrual	28 August 2019
7	13.05 (b) – Hours of Work Numbering Correction – Changes	28 August 2019
8	22.02 (b) – OH&S Alignment – Compensation	28 August 2019
9	27.02 (b) – Correction on Pay Method – Method of Pay	28 August 2019
10	29.07 – Early Retirement Plan	28 August 2019
11	29.16 – Legislation	28 August 2019
12	Union Enrollment	28 August 2019
13	Remove Economic Stability Dividend LOU and Renumbering Remaining LOU's	28 August 2019
14	Update Index and Table of Contents as Required	28 August 2019
15	27.06 – Mileage Allowance	28 August 2019
16	1.03 – Future Legislation	30 August 2019
17	4.04 – Time off for Union Business and Activities	6 November 2019
18	4.13 – Union Communications and Voting	30 August 2019
19	7.02 – Right to Grieve (Renumber)	28 August 2019
20	9.06 – Exceptions	28 August 2019
21	9.09 – Employee Appointments	28 August 2019
22	12.09 – Permanent Layoff Options – Severance Pay	6 November 2019
23	12.12 – Type 2 Layoff (Bridge Period)	20 November 2019
24	13.08 – Time Report	28 August 2019
25	15.09 – Travel	6 November 2019
26	18.02 – Sick Leave and Short Term Disability	28 August 2019
27	20.13 – Gender Transition Leave	29 November 2019
28	20.14 – Domestic or Sexual Violence Leave	29 November 2019
29	21.01 – Application	30 August 2019
30	21.02 – Maternity and Parental Leave	30 August 2019
31	21.03 – Cessation of Employment or Return to Work	30 August 2019
32	21.04 – Post Maternity or Parental Job Posting Rights	30 August 2019
33	21.05 – Benefit Coverage	30 August 2019
34	21.06 – Vacancy Created by Granting of Parental or Maternity Leave	30 August 2019
35	21.07 – Application of Sick Leave	30 August 2019
36	21.08 – Temporary Employees	30 August 2019
37	21.09 – Impact of Legislation	30 August 2019
38	21.10 – Supplemental Employment Benefit for Maternity and Parental Leave	30 August 2019
39	7.03 – Right to Grieve (Renumber)	28 August 2019
40	27.07 – Employee's Vehicle	28 August 2019
41	27.02 – Paydays	6 November 2019
42	29.12 – Personal and Sexual Harassment	28 August 2019
43	29.12 (d) – Personal and Sexual Harassment – Complaints	30 August 2019

44	31.01 – Duration	29 November 2019
45	31.02 – New Agreement	29 November 2019
46	31.03 – Continuation of Present Agreement	29 November 2019
47	Appendix E – 2% Wage Increase	29 November 2019
48	LOU 1 & 3 – Renewal of LOU 1 & 3 (Testing & Career Development)	6 November 2019
49	LOU 2 – University Closure Policy	6 November 2019
50	LOU 4 – Exceptional Work Day – Centre for Sport & Wellness	28 August 2019
51	LOU 6 – Provincial Job Evaluation/Classification Plan	28 August 2019
52	LOU 7 – Economic Stability Dividend	28 August 2019
53	LOU 6 – Low Wage Redress <i>Early Civil and Learning Research Strategy</i>	29 November 2019 4 Dec 19
54	LOU X – Targeted Prescription Spending Account (TPSA)	6 November 2019
55	Appendix N – Exclusions	20 November 2019

Article:	Various
Main Article:	Various
Other Affected Articles:	
Type of Change:	Withdrawal
Date:	November 6, 2019
Time:	

Employer to withdraw:

- E1 – Use of feminine and singular terms
- E11 – Career development fund
- E12 – Parental leave
- E14 – Classifications
- E17 – Early retirement plan

Union to withdraw

- U3 – Union general meetings
- U4 – Discharges
- U7 – Shift premiums
- U9 – Holidays
- U15 – Selection process
- U16 – Contracting out
- U19 – Working conditions
- U30 – Long service bonus
- U31 – Budget surplus

Signed off this

6

Day of

Nov

20

19

For the Union (MOVEUP)

For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	Housekeeping	

BCHRC Correction

1.04 HUMAN RIGHTS

(a) Application

The Parties agree that the provisions of Section 8 of the Human Rights Act Code of British Columbia, ~~SBC 1984, Chapter 22~~, RSBC 1996, Chapter 210 apply as though included in and forming part of this Agreement, and for the purposes of this Agreement personal life style, sexual orientation, physical disability unrelated to job performance, previous and current psychiatric treatment unrelated to job performance and number of dependants shall not constitute reasonable cause for the purposes of Sub Section 1 of the said Section 8.

GENDER NEUTRAL

Remove 1.06, and renumber accordingly:

~~1.06 USE OF FEMININE AND SINGULAR TERMS~~

~~The feminine gender is used throughout this Agreement for convenience only and by no means is intended to exclude male employees from the provisions herein. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.~~

The Union proposes the entire collective agreement be updated to become gender neutral (i.e. he\she be changed to 'the employee' or 'they\them')

BARGAINING UNIT DEFINITION

2.01 BARGAINING UNIT DEFINED

The bargaining unit is as in the Certification issued by the Labour Relations Board of British Columbia on December 17, 1974, as amended on March 31, 1983, ~~and on November 18, 1986,~~ and on February 20, 2009.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

BCHRC LEGISLATION CORRECTION

8.04 EXPENSES OF ARBITRATION

Both Parties to the Arbitration shall pay for all their own expenses and one-half of the fees and expenses of the Arbitrator, ~~if not covered by Section 103 of the Labour Relations Code of British Columbia.~~

BARGAINING UNIT DEFINITION

9.01 EMPLOYEE DEFINED

Employee shall mean all clerical, technical and service employees who are covered by the Certification granted to the Union by the British Columbia Labour Relations Board on December 17, 1974 as amended on March 31, 1983, and November 18, 1986, and February 20, 2009 except those excluded pursuant to Appendix JN who shall be considered exempt for the purposes of this Agreement.

PATERNITY CORRECTION

11.03 ACCRUAL

(a) Seniority Accrual

Seniority shall continue to accrue for the duration of the following circumstances and as set out in other provisions of this agreement:

- (i) all leaves with pay;
- (ii) L.T.D., W.C.B., or Parental Leave (Maternity, Paternity Parental or Adoption Leave);

Hours Of Work Numbering Correction

13.05(b) Changes

- (i) When the Administrative Head changes an employee's work day or work week, the employee shall be notified and the change posted fourteen (14) calendar days prior to the effective date.
- (ii) When an employee wishes to change her work day or work week, the approval of the appropriate Administrative Head must be obtained and posted fourteen (14) calendar days prior to the effective date.
- (iii) In either ~~13.06(b)(i) or 13.06(b)(ii)~~ 13.05(b)(i) or 13.05(b)(ii) the fourteen (14) day time limit may be shortened by mutual agreement between the employee and the appropriate Administrative Head.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

OH&S ALIGNMENT

22.02(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.~~

CORRECTION ON PAY METHOD

27.02(b) Method of Pay

The University shall deposit an employee's pay cheque in an account at a financial institution designated by the employee. This provision applies to all employees paid on a semi-monthly (as opposed to hourly) basis. ~~All other employees shall continue to be paid directly by cheque~~

PENSION PLAN LANGUAGE CORRECTION

29.07 EARLY RETIREMENT PLAN

(a) Eligibility

The University shall offer to any employee, who requests early retirement, the choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- is age 55 or over;
- has a minimum of ten (10) years of pensionable service under the Municipal ~~Superannuation~~ Pension Plan;
- is a regular employee at the time of early retirement;
- is on the maximum step of the salary scale;
- elects to cease employment with the University for the purposes of retirement.

[...]

(c) Benefit Options

(i) Lump Sum Payment (Option "A")

The retirement benefit will be paid in one sum on the date of retirement or on an agreed-upon deferred date or in predetermined instalments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

Full Years to Retirement	Payout
1	Up to 15% of annual salary

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

2	Up to 30% of annual salary
3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary

- (ii) Purchase of Past Service Contributions for Early Retirement (Option "B")

The University will purchase, on behalf of the employee, past service contributions to the Municipal ~~Superannuation~~ Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

LEGISLATION COVERAGE AMENDMENT

29.16 LEGISLATION

The Parties subscribe to the principles of the B.C. Human Rights Act Code, B.C. Labour Relations Code, B.C. Employment Standards Act and the Canadian Charter of Rights and Freedoms insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

UPDATE APPENDIX 'A', APPENDIX 'C'(A) AND (B) AS REQUIRED


REMOVE LOU 7 AND RENUMBER REMAINING LOU'S

UPDATE INDEX AND TABLE OF CONTENT AS REQUIRED

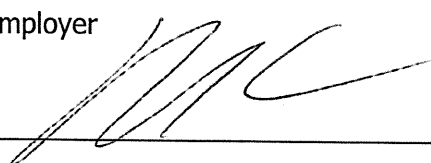
E&OE

Signed off this 28 day of August 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	Housekeeping	

MILEAGE RATE CORRECTION

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 Employee Expense Policy E207, but not less than ~~\$.40~~ \$0.55 per kilometre.

E&OE

Signed off this 28 day of August 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Aug. 30, 2019	Time: 1:30pm
UP#2	1.03	Amend to add new language	

COUNTER PROPOSAL 1

1.03 FUTURE LEGISLATION

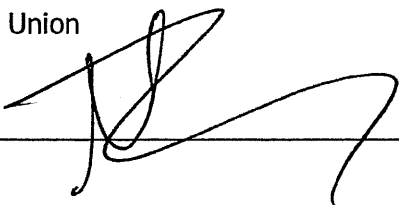
In the event that future Federal or Provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The University and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision so altered or invalidated

Should the parties not reach agreement within 45 working days, either party can make a referral to arbitration under article 7.06.

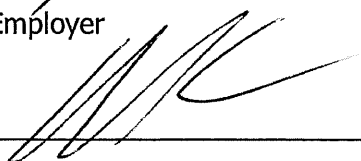
E&OE

Signed off this 30 day of Aug 20 19

For the Union



For the Employer





Article:	4.04
Main Article:	4 – Union Rights and Activity
Other Affected Articles:	
Type of Change:	Application
Date:	Sept 19, 2019 Nov. 6, 2019
Time:	

COUNTER PROPOSAL 2

4.04 TIME OFF FOR UNION BUSINESS AND ACTIVITIES

(h) Without Pay – Union position

Without pay to an employee to hold a position with the Union or its affiliates. Time spent with the Union will be considered as service with the University and the employee will continue to accrue seniority with the University during such period. At the commencement of the leave, an employee will advise the University whether or not she wishes to participate in the University Benefit Plans. It is understood that the participation is subject to approval of the carrier of the Plan. At the Union's request, the University will act as paymaster during the leave period and the Union will reimburse the University for the cost of such salary and benefits premiums. If the duration of the leave exceeds 8 months, the University may fill the position and the person so chosen shall be considered as having temporary full-time or temporary part-time status notwithstanding the categorization otherwise applicable under Article 9.

Signed off this 6TH Day of Nov 20 19
 For the Union (MOVEUP) _____ For the Employer (Capilano University) _____

Article:	4.13
Main Article:	4 – Union Rights and Activity
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	Aug. 30, 2019
Time:	

4.13 UNION COMMUNICATIONS AND VOTING

- (a) ~~The University will endeavor to provide free bulletin board facilities at each of its premises for the exclusive use of the Union. Such bulletin boards shall be used to post Union communications.~~
- (b) The University agrees that the Union shall have the right to use the University's ~~electronic mail/bulletin board system(s)~~ email to communicate with the employees in the bargaining unit. Employees shall have the right to use the University's ~~electronic mail/bulletin board system(s)~~ email to communicate with the Union. Both the Union and the employees shall at all times adhere to the University's policies regarding ~~electronic mail/bulletin board system~~ email usage. Failure to do so will cause this provision to come to an end. The University shall provide the Union and each employee in the bargaining unit with a copy of said policies and any updates thereto.

Signed off this 30 Day of Aug 20 17

For the Union (MOVEUP)

For the Employer (Capilano University)

Article:	7.17
Main Article:	7 - Grievance
Other Affected Articles:	Renumber articles between 7.02 and 7.16 to 7.03 to 7.17.
Type of Change:	Housekeeping
Date:	
Time:	

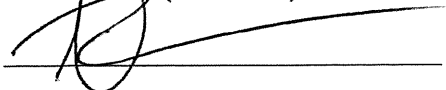
7.17 7.02**RIGHT TO GRIEVE**

- (a) Any employee who considers herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the employee.
- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any employee, or on behalf of any group of employees.
- (c) The University shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- (d) It is mutually agreed that any employee or party exercising her or its rights under this Agreement does so without prejudice to her or its relations with any employee or party or representative of either party.

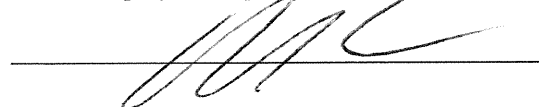
Remaining clauses to be re-numbered.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP)



For the Employer (Capilano University)



Article:	9.04
Main Article:	9 – Categories of Employees
Other Affected Articles:	Renumber articles 9.04 through 9.06
Type of Change:	Housekeeping
Date:	
Time:	

9.04 9.06 EXCEPTIONS

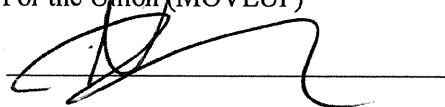
The Parties agree that circumstances may be such that the operational requirements of the University are best served by an appointment with a definite term in excess of twelve (12) months.

Extensions or renewals of appointments beyond the twelve (12) month term will be by mutual written agreement of the Parties.

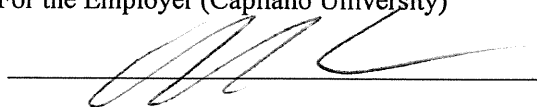
Remaining clauses to be re-numbered.

Signed off this 28 Day of Aug 2019

For the Union (MOVEUP)



For the Employer (Capilano University)



Article:	9.09
Main Article:	9 – Categories of Employees
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	
Time:	

9.09**EMPLOYEE APPOINTMENTS****(a) Acknowledgement**

At the time of employment and appointment, the employee and the University shall acknowledge, through the completion by the University and acceptance by the employee of an Offer Letter Personnel Hiring Form, the following:

Relevant date of commencement
Duration of appointment
Approved work day and work week
Pay group
Position (where applicable)
Employee category
Position number

(c) ~~PHF Offer Letter~~ Copy

A copy of the completed ~~Personnel Hiring Form~~ Offer Letter shall be provided to the Union ~~and to the employee~~ within (7) calendar days of employment, appointment, or any change to the conditions listed in Article 9.09(a).

Amend all references to personnel hiring form to Offer Letter in 3.03, 20.09, and 25.04.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP)

For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Sept 18, 2019 Nov. 6, 2019	2:30pm
UP#5	12.09	Amend to add new	

COUNTER PROPOSAL 1

12.09 PERMANENT LAYOFF OPTIONS - Severance Pay

(a) Severance Pay

Employees who have not made an election pursuant to 12.04(a)(ii) or who have elected severance pay, on termination of their services, shall receive severance pay based on their salary at the time of displacement, as follows:

Years of Service Amount of Severance Pay

Less than 2	4 weeks of salary
2 or more	6
3 or more	6 <u>8</u>
4 or more	2 weeks per year of service, to a maximum of 24 weeks <u>52 weeks</u> 24 weeks

E&OE

Signed off this 6 day of November 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Capilano University
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 20, 2019	Time:
UP#6	12.12	Amend to add new	

COUNTER PROPOSAL 1

12.12 TYPE 2 LAYOFF (Bridge Period)

Predetermined time span of non work occurring between active segments of an employee's appointment. Bridge periods may occur in a continuous regular appointment, or in a temporary duration appointment. The Employer will advise the union of the bridge period start and end dates for each bridge employee, on an annual basis.

(a) Rights

An employee on a Type 2 Layoff:

- (i) is entitled to a separation certification issued pursuant to E.I. regulations at the commencement of the layoff;
- (ii) shall be on the Previous Incumbency List of her classification/work area for the duration of her layoff, and shall have a priority right to any employment being offered within her classification/work area during this period. In circumstances where two or more employees on a bridge period seek to exercise the priority, seniority shall govern.

E&OE

Signed off this 20 day of Nov 20 19

For the Union

For the Employer

MOVEUP / CAPILANO UNIVERSITY BARGAINING PROPOSALS 2019

E&OE

Article:	13.08
Main Article:	13 – Hours of Work
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	
Time:	

13.08 TIME REPORT

(b) Hourly Paid Employees

Employees paid on an hourly basis must submit an ~~“Hourly Time Report”~~ a time report immediately following the period covered by the report.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP)

For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept. 18, 2019 Nov. 6, 2019	Time: 2:30 pm
UP#8	15.09	Amend and add new (c)	

COUNTER PROPOSAL 2

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 time~~ a regular day in lieu ~~for the entire duration of travel~~ 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.

(c) Travel Insurance

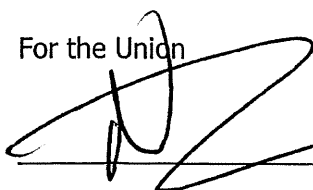
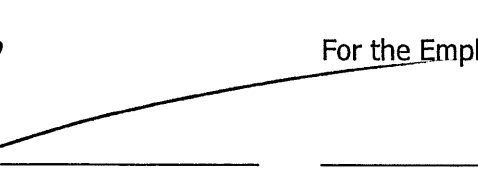
~~The University shall provide, without cost to the employee, travel accident insurance covering accidental death and dismemberment for employees, while they are travelling away from their work site on University business. The coverage provided is in the principal sum of one hundred and fifty thousand dollars (\$150,000) for accidental death and dismemberment indemnity (policy details available on request). Employees booking travel using a University credit card are covered by travel insurance benefits provided by the credit card carrier. Employees are encouraged to book travel using a University credit card in order to receive this coverage.~~

E&OE

Signed off this 6 day of Nov 2019

For the Union

For the Employer

MOVEUP / CAPILANO UNIVERSITY BARGAINING PROPOSALS 2019

E&OE

Article:	18.02
Main Article:	18 – Sick Leave
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	
Time:	

18.02 ~~LONG TERM ILLNESS~~ SICK LEAVE AND SHORT TERM DISABILITY

~~Sick Leave and Short Term Disability~~

Move sub-header up to replace header.

Delete sub-header ("Sick Leave and Short Term Disability").

Signed off this 28 Day of Aug 2019

For the Union (MOVEUP) For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: September 19, 2019 (Oct 9, 2019) Nov 29, 2019	Time:
UP#13 v9	20.13 thru 20.06	NEW 20.13 thru 20.16	

20.13 GENDER TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 18 - Sick Leave depending on the employees request and approval by the provider.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

20.14 DOMESTIC OR SEXUAL VIOLENCE LEAVE

An Employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee's dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to three (3) days of leave with pay per calendar year.

Such leave may be taken intermittently or in one continuous period. The Employee, or the Union on the Employee's behalf, may request additional leave as provided elsewhere in this collective agreement including Article 20.07. Such request shall not be unreasonably denied.

The parties agree that if additional paid domestic or sexual violence leave is legislated into the Employment Standards Act in excess of what is provided under this article, the University will honor the amount of paid leave provided in the Employment Standards Act.

E&OE

Signed off this 29 day of November 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Capilano University
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Aug. 30, 2019	Time: 1:30 pm
UP#14 v2 EP#12	21.01 thru 21.10	Amend	

COUNTER PROPOSAL 1

21.01 APPLICATION

All provisions of this Article apply equally to ~~male and female employees~~ all genders.

21.02 MATERNITY AND/OR ADOPTION PARENTAL LEAVE

(a) Prior to the Date of Birth

- (i) An employee will be granted unpaid leave of absence for maternity or ~~adoption~~ parental reasons relating to the birth or adoption of her child. Any absence granted under this policy will not exceed ~~fifty-two (52) continuous weeks for maternity leave and thirty-seven (37) continuous weeks for adoption leave~~ seventy-eight (78) continuous weeks, except as provided under Article 21.02(c). Thirty (30) days prior to commencement of the leave of absence, the employee will notify her Administrative Head of the number of weeks of leave she will be taking.
- (ii) Leave will begin at any time chosen by the employee during the six (6) week period immediately preceding the expected delivery date or date of adoption. Unless medical reasons make it impractical, employees qualifying for unpaid leave of absence shall provide notice as specified in Article 21.02(a)(i).

(b) On the Date of the Birth or Adoption

An employee not exercising any other entitlement under this Article shall be granted a two (2) day leave with pay on, or immediately prior to, or after the date of birth or adoption of her child.

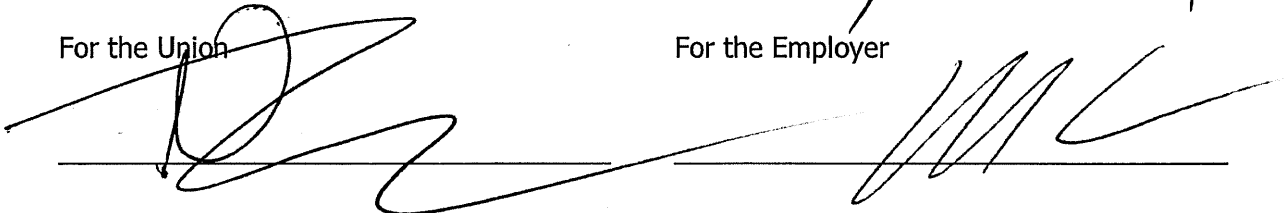
(c) Extension to the Leave

E&OE

Signed off this 30 day of Aug 2019

For the Union

For the Employer



On written request, an employee shall be granted an extension of up to one (1) year to the fifty-two (52) weeks of ~~basic maternity or thirty seven (37) weeks of adoption~~ parental leave, provided the request is for medical reasons related to the infant and is supported by a medical certificate provided by the employee's physician. Any further extensions will be at the sole discretion of the University. There will be no annual vacation accrual during the extension period unless provided for elsewhere under the Collective Agreement.

(d) Vacation Accrual While On Leave

Vacation entitlement shall continue to accrue while an employee is on leave for up to seventy-eight (78) weeks. Vacation earned pursuant to this clause may be carried over to the following year.

21.03

(a) Length of Leave

~~On written request, an employee who has completed a minimum of one (1) year of continuous service with the University shall be granted a leave of absence without pay for a continuous period not exceeding thirty seven (37) weeks, provided such leave is commenced within one (1) year following the birth or adoption of his child.~~

(b) Return to Employment

~~An employee desiring to return to regular employment following paternity leave shall notify the University at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the paternity leave.~~

21.03

CESSATION OF EMPLOYMENT OR RETURN TO WORK

(a) Cessation of Maternity or Parental Leave

Maternity or parental leave shall cease when the employee:

- (i) resigns during the period of leave;
- (ii) elects not to return to her position at expiry of the leave, or fails to do so within the prescribed time limit.

(b) Return to Employment

Employees wishing to return to regular employment following maternity or ~~adoption~~ parental leave shall notify their Administrative Head in writing at least thirty (30) calendar days prior to the desired date of return.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

21.04**POST MATERNITY OR ~~ADOPTION~~ PARENTAL JOB POSTING RIGHTS****(a) Job Postings/Competitions**

The employee may apply while she is on maternity or parental leave. On temporary postings, the employee must be available to return to work within fourteen (14) days of notification of being the successful applicant in a job competition; otherwise the Administrative Head will consider her to have withdrawn from the competition.

If the employee is the successful applicant on a permanent posting, then she may return to work earlier or at the expiry of her maternity or parental leave.

(b) Continuation of Status

An employee on maternity leave or ~~adoption~~ parental leave who terminates by not returning to work, shall have the right to apply for job postings providing she maintains her status as a member in good standing of the Union.

(c) Qualification

In order to qualify for the right to apply for job postings, the employee must advise the University of her resignation not later than twelve (12) weeks from the commencement of the leave of absence. The University may then proceed to fill the resultant job vacancy on a permanent basis.

21.05**BENEFIT COVERAGE**

If an employee maintains coverage for medical, extended health, dental and group life insurance while on parental leave, the University agrees to continue to pay its share of premiums.

21.06**VACANCY CREATED BY GRANTING OF PARENTAL OR MATERNITY OR ~~ADOPTION~~ LEAVE****(a) Filling a Vacancy**

The University may fill the vacancy created by the granting of parental or maternity ~~or adoption~~ leave in accordance with Article 25. The employee selected to fill the vacancy shall continue to do so until the employee on parental or maternity ~~or adoption~~ leave has:

- (i) at the expiration of her leave, returned to her position;

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- (ii) resigned, or advised the University of her election not to return to the position at the expiration of her parental leave, and the University has refilled the position.

(b) Extension

Where an extension is granted under Article 21.02(b)(ii), the corresponding extension of an appointment pursuant to Article 21.07 need not be posted.

21.07 APPLICATION OF SICK LEAVE

Sick leave does not apply during parental leave.

21.08 TEMPORARY EMPLOYEES

A temporary employee who refuses an offer of employment because of maternity or ~~adoption~~ parental leave reasons shall not lose her status as a previous incumbent for the position. If the temporary position is to be extended when the employee wishes to return to employment, she shall have first right to the appointment. (Also 12.14(e) and 25.09).

21.09 IMPACT OF LEGISLATION

The provisions for family related leave contained in this Article including, but not limited to, those concerning maternity and parental leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favourable to the employee, such legislation shall apply and prevail.

21.10 SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE

- a) Effective the date of ratification, when on maternity or parental leave, a regular employee will receive a supplemental payment added to Employment Insurance benefits as follows:
 - i) ~~For up to fifty two (52) weeks of combined maternity/parental leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of her salary calculated on her average base salary.~~
 - ii) ~~For up to a maximum of thirty seven (37) weeks of parental leave, the spouse, biological father, the common-law partner or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of the employee's salary calculated on her average base salary.~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

- i) The supplemental payment, during the waiting period not covered by Employment Insurance Benefits, shall be seventy five percent (75%) of the employee's average base salary
- ii) The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits available for the standard maternity and parental leave and all other earnings shall not exceed seventy five percent (75%) of the employee's average base salary.

If the employee has opted for the extended parental EI Benefit, the aggregate amount of the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard supplemental employment benefit.

- iii) The average base salary for the purpose of Clauses 21.11 (a)(i) and 21.11 (a)(ii) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently.
- c) To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits. An employee disentitled or disqualified from receiving Employment Insurance maternity or parental benefits is not eligible for the Supplemental Employment Benefits.
- d) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the University's employ for a period of at least six months or equivalent to the leave taken, whichever is longer, after their return to work.
- e) Should the employee fail to return to work and remain in the employ of the University for the return to work period, the employee shall reimburse the University for the benefits above on a pro-rata basis.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Article:	25.05
Main Article:	25 - Appointments
Other Affected Articles:	7 – Grievance
Type of Change:	Housekeeping
Date:	Aug. 28, 2019
Time:	

25.05 7.03 RIGHT TO GRIEVE

Relocate article to 7.03 and retitle as:

(a) Selection Grievances

Remaining clauses to be re-numbered.

Amend 25.05 to state:

There may be instances where the employee wishes to grieve the outcome of a selection. The process is outlined in 7.03.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP) _____ For the Employer (Capilano University) _____

Article:	27.07
Main Article:	27 – Payment of Wages and Allowances
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	
Time:	
27.07	<p>EMPLOYEE'S VEHICLE</p> <p>(b) Driver's License</p> <p>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.</p> <p>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:</p> <p><u>Alumni Relations Officer</u> <u>Audience Services Assistant</u> Business Development & Operations Assistant, Continuing Studies & Executive Education Career Development Officer Career Services Assistant Development Officer- Sponsorship Employer Engagement and Experiential Learning Facilitator <u>Events and Ceremonies Assistant</u> Facilities Inventory Assistant Film Centre Technical Supervisor First Nations Liaison Officer <u>First Nations Student Recruitment Advisor</u> <u>Health and Safety Emergency Preparedness Assistant</u> International Outreach and Events Officer International Student Admissions and Recruitment Assistant <u>International Student Engagement Facilitator</u> <u>International Student Recruitment and Admissions Advisor</u> Marketing & Communications Assistant, Continuing Studies & Executive Education Media Production Specialist Motion Picture / Film Crafts Technician <u>Program Administrator CSEE</u> Programs Assistant Production Technician Senior Development Officer Student Recruiter <u>Supervisor, Cap U Lonsdale</u> <u>Supervisor, Recruitment and Transition</u> <u>Visual Media Specialist</u></p> <p>Other positions may be added to this list only by mutual agreement of the Union and the University.</p>

Without Prejudice

MOVEUP / CAPILANO UNIVERSITY BARGAINING PROPOSALS 2019 – Revision 1 E&OE

Signed off this 28 Day of Aug 20 19
For the Union (MOVEUP) For the Employer (Capilano University)

Article:	27.02
Main Article:	27 – Payment of Wages and Allowances
Other Affected Articles:	
Type of Change:	Application
Date:	Aug 27, 2019 (Oct 9, 2019) Nov. 6, 2019
Time:	

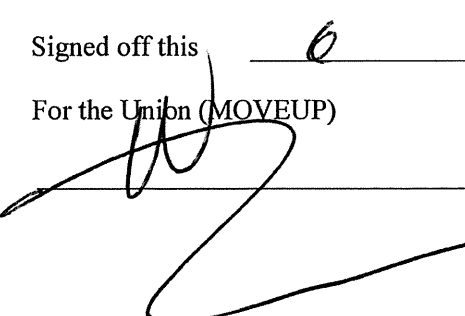
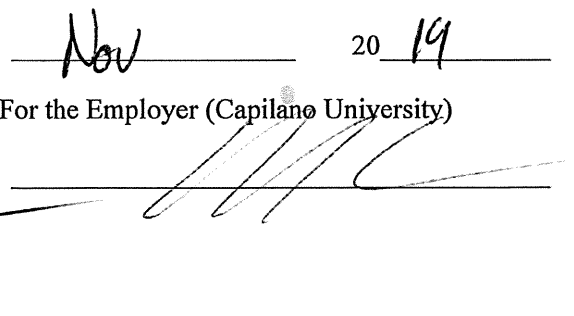
27.02 PAYDAYS
(a) ~~Semi-Monthly~~ Biweekly Pay

Employees shall be paid ~~semi-monthly~~ biweekly. ~~The first pay date of each month shall be on or before the 15th day of the month, the second shall be on or before the last day of the month.~~ Where the pay dates fall on other than normal business days of the University, the applicable pay date shall be on the preceding business day prior to the pay date.

Signed off this 6 Day of Nov 20 19

For the Union (MOVEUP)

For the Employer (Capilano University)

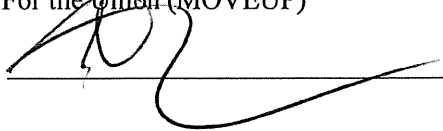
Article:	29.12
Main Article:	29 – General Conditions
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	
Time:	

29.12 PERSONAL AND SEXUAL HARASSMENT

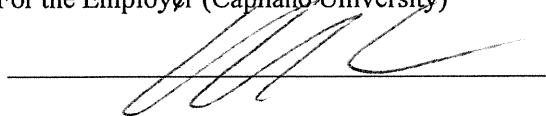
Replace 'alleged harasser' with 'respondent' throughout.

Signed off this 28Day of July 20 18

For the Union (MOVEUP)



For the Employer (Capilano University)





(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Aug. 30, 2019	Time: 1:30pm
UP#18	29.12	Amend to add new 29.12 (iv)	

COUNTER PROPOSAL 1

29.12 (d) Complaints

An employee who believes that she has a complaint of sexual harassment or personal harassment is encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union or the Harassment Policy Advisor.

- (i) An employee may initiate a grievance under this clause at any step of the grievance procedure or the procedures set out in the Capilano University Harassment Policy and Procedures document, dated ~~November 1, 1991~~ July 18, 2018. Grievances under this clause will be handled with all possible confidentiality and dispatch. An employee who commences a complaint under the Capilano University Harassment Policy and Procedures document shall not forfeit their entitlement to pursue a complaint through the grievance procedure under the Collective Agreement.
- (ii) If the alleged offender is an employee covered by the Union's certification, she shall be entitled to notice, as soon as possible, of the substance of the personal and/or sexual harassment complaint made against her.
- (iii) During any investigation and/or grievance procedure, the University agrees to monitor the working environment of individuals involved to protect their rights pursuant to Article 29.12 (a).

E&OE

Signed off this 30 day of Aug 2019

For the Union

For the Employer

- (iv) The university agrees to share all investigative findings from the grievance process subject to the approval of the complainant, and relevant redaction where applicable.

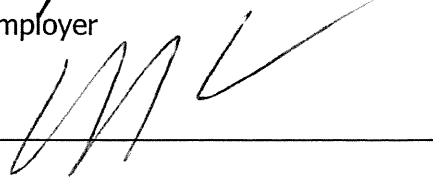
E&OE

Signed off this 20 day of Aug 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: 29 Nov	Time:
UP#24 A v2	29.18	NEW	***** employer counter *****

Letter of Understanding XX

Green Transit Initiatives

TRANSPORTATION SUBSIDY

As part of its efforts to reduce its carbon footprint, the University shall provide to employees who commute to and from work by public transit, a transportation incentive of fifty (\$50.00) dollars per month.

To receive the transportation subsidy employees shall, on a quarterly basis, submit a copy of their transit payment receipts (ie. Compass Pass payment receipt) through the normal expense reporting process. Payment will be issued quarterly.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Article:	31.01
Main Article:	31 – Duration of Contract
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	Nov 29, 2019
Time:	

31.01 DURATION

This agreement shall be binding from July 1, 2014 to midnight, June 30, 2019 July 1, 2019 to midnight, June 30, 2022.

Signed off this 29 Day of Nov 2019

For the Union (MOVEUP) [Signature] For the Employer (Capilano University) [Signature]

Article:	31.02
Main Article:	31 – Duration of Contract
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	Nov 29, 2019
Time:	

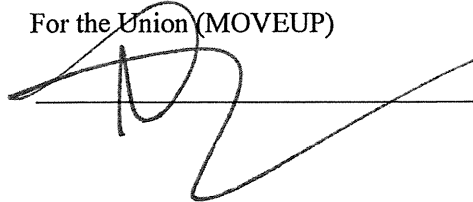
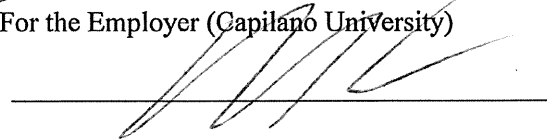
31.02 NEW AGREEMENT

Either party to this Agreement may, not more than four (4) months and not less than one (1) month prior to ~~June 30, 2019~~ June 30, 2022, present to the other party, in writing, proposed terms of a new or further agreement, or amendments to this agreement.

Signed off this 29 Day of Nov 2019

For the Union (MOVEUP)

For the Employer (Capilano University)

Article:	31.03
Main Article:	31 – Duration of Contract
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	Nov 29, 2019
Time:	


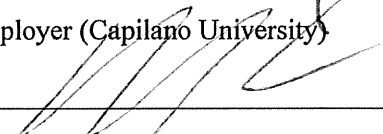
31.03 CONTINUATION OF PRESENT AGREEMENT

In the event that a new Collective Agreement is not entered into by the parties on or before the 30th day of ~~June, 2019~~ June, 2022, this Agreement shall continue in force and effect until the parties ratify a new or renewed Collective Agreement.

Signed off this 29 Day of Nov 20 19

For the Union (MOVEUP)

For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov. 5, 2019 Nov 29, 2019	Time:
UP#25	Appendix E	Counter Proposal	

Employer Copy:

The Employer propose a 2% general wage increase for each year of the duration of the contract.

E&OE

Signed off this 29 day of November 2019

For the Union

For the Employer

Article:	Letter of Understanding 1, 2, and 3
Main Article:	
Other Affected Articles:	Table of Contents
Type of Change:	Proposal
Date:	Nov. 6, 2019
Time:	

COUNTER PROPOSAL 1

Letters of Understanding 1, 2, and 3


The University proposes to renew these letters of understanding.

Signed off this 6 Day of Nov 20 19

For the Union (MOVEUP)



For the Employer (Capilano University)





(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept. 18, 2019 Nov. 6, 2019	Time: 3:00 pm
UP#29	LOU #2	University Closure – LOU2 - Amend to add new language	

LETTER OF UNDERSTANDING 2

BETWEEN:
CAPILANO UNIVERSITY (the "University")

AND:
MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 378)
(the "Union")

RE: University Closure Policy

It is agreed that the staff shall receive equal treatment with faculty under the University Closure Policy. Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure.

Those employees required to remain on duty to provide essential services shall be given the equivalent time off with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

Employees who are requested to report for work for an afternoon or night shift which commences during a closure shall receive equivalent time off for all hours worked on the shift, with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

SIGNED this 6 day of November, 2019

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY



Nathan Beausoleil, Union Representative



Mike Khudson, AVP HR

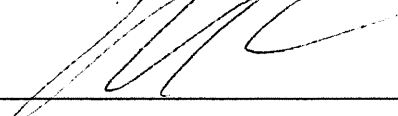
E&OE

Signed off this 6 day of November 2019

For the Union

For the Employer





Article:	Letter of Understanding 4
Main Article:	
Other Affected Articles:	Table of Contents, 13.10 (b), 13.11
Type of Change:	Proposal and Housekeeping
Date:	
Time:	

Exceptional Work Day – ~~Sportsplex~~ Centre for Sport & Wellness

The University proposes to renew this letter of understanding and replace 'Sportsplex' with 'Centre for Sport & Wellness' throughout collective agreement.

Signed off this 28 Day of Aug 2019

For the Union (MOVEUP)

For the Employer (Capilano University)

Article:	Letter of Understanding 6
Main Article:	
Other Affected Articles:	Table of Contents
Type of Change:	Proposal
Date:	
Time:	

Provincial Job Evaluation/Classification Plan

The University proposes to delete.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP) _____

For the Employer (Capilano University) _____

Without Prejudice

MOVEUP / CAPILANO UNIVERSITY BARGAINING PROPOSALS 2019

E&OE

Article:	Letter of Understanding 7
Main Article:	
Other Affected Articles:	Table of Contents
Type of Change:	Proposal
Date:	
Time:	

Economic Stability Dividend

The University proposes to delete.

Signed off this 28 Day of Aug 20 19

For the Union (MOVEUP)

For the Employer (Capilano University)



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Oct. 9, 2019 December 4 th , 2019	
UP#21		Early Care and Learning Recruitment and Strategy Funding	

COUNTER PROPOSAL 1

Add the following letter of understanding:

LETTER OF UNDERSTANDING 6

BETWEEN:

CAPILANO UNIVERSITY (THE "UNIVERSITY")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 378) (THE "UNION")**

Re: Early Care and Learning Recruitment and Strategy Funding

All eligible Early Childhood Educators (ECEs) at Capilano University shall be granted funding as per the B.C. Government's "Early Care and Learning Recruitment and Retention Strategy."

All eligible ECEs shall receive a \$1 per hour wage enhancement retroactive to September 1, 2018.

All eligible ECEs shall receive any additional wage enhancement as determined by the "Early Care and Learning Recruitment and Retention Strategy."

To be eligible, ECEs must be in good standing with the BC ECE registry, work 20 hours or more per week in direct care of children or spend 50 percent or more of their working time in direct contact with children.

Should the University no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an ECE in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

E&OE

Signed off this 4 day of December 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Capilano University
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Oct. 9, 2019 Nov 29, 2019	Time:
UP#21		Low Wage Redress	

COUNTER PROPOSAL 1

Low Wage Redress

Add the following letter of understanding :

*Replaced
4 Dec 2019*

LETTER OF UNDERSTANDING 6

BETWEEN:

CAPILANO UNIVERSITY (THE "UNIVERSITY")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 378) (THE "UNION")**

Re: Early Care and Learning Recruitment and Strategy Funding

All eligible Early Childhood Educators (ECEs) at Capilano University shall be granted low wage redress funding as per the B.C. Government's "Early Care and Learning Recruitment and Retention Strategy."

All eligible ECEs shall receive a \$1 per hour wage redress retroactive to September 1, 2018.

All eligible ECEs shall receive any additional wage redress as determined by the "Early Care and Learning Recruitment and Retention Strategy."

To be eligible, ECEs must be in good standing with the BC ECE registry, work 20 hours or more per week in direct care of children or spend 50 percent or more of their working time in direct contact with children.

E&OE

Signed off this 29 day of November 20 19

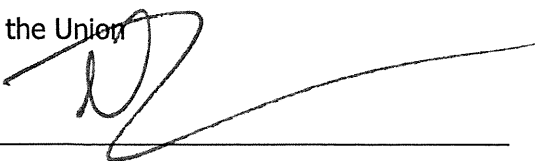
For the Union

For the Employer

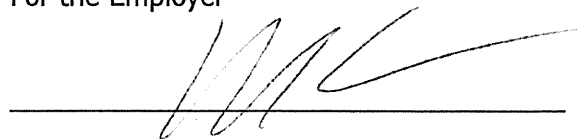
Should the University no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an ECE in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

E&OE
Signed off this 29 day of November 2019

For the Union



For the Employer



Article:	Letter of Understanding X
Main Article:	
Other Affected Articles:	Table of Contents
Type of Change:	Proposal
Date:	Oct. 9, 2019 Nov. 6, 2019
Time:	

Targeted Prescription Spending Account (TPSA)

The University and the Union agree that where an individual who is covered by the extended health care insurance plan and has prescription drug coverage is:

- a) Prescribed a drug that is not part of the Pharmacare Formulary ("Non-Pharmacare Formulary Drug"); or
- b) Prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("Special Authority Drug") and the individual either:
 - i) Does not want to go through the approval process to obtain the Special Authority Drug; or
 - ii) 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 of 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.

Where an individual is covered by the extended health care insurance plan and has prescription drug coverage is covered for a 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 University 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.

In addition, a Targeted Prescription Spending Account (TPSA) is available for the purpose of providing up to an additional 25% reimbursement for certain drug prescriptions.

To avail of this benefit, the following requirements apply:

- The prescription drug is not on the Pharmacare Formulary (including those available through special authority), and
- The drug was previously available under the Staff drug plan in place prior to the University and Union adopting the BC Pharmacare Formulary.



CAPILANO UNIVERSITY PROPOSALS 2019

E&OE

The TPSA shall be available for the purpose of reimbursing eligible claims for Staff employees and their dependents combined, up to a maximum of \$400 per year. Unused TPSA funds from any given calendar year will not carry forward to the next year.

Signed off this

6

Day of

November

20

19

For the Union (MOVEUP)

For the Employer (Capilano University)

CAPILANO UNIVERSITY PROPOSALS 2019

Article:	Appendix N
Main Article:	
Other Affected Articles:	
Type of Change:	Housekeeping
Date:	Nov. 6, 2019 November 20 th , 2019
Time:	

Appendix N 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.

**** Assistant Registrar**
**** Associate Registrar**
**** Director, Human Resources Associate Vice President, Human Resources**
**** Associate Vice President, Student Success**
 Budget Officer
**** Chief Information Officer**
 Conflict Resolution Advisor
**** Deans**
**** Director, Academic Initiatives and Planning**
**** Director, Alumni Relations and Development**
**** Director, Centre for International Experience**
**** Director, Centre for Teaching Excellence**
**** Director, Continuing Studies & Executive Education**
**** Director, Creative Activity, Research and Scholarship**
**** Director, Communications and Public Relations Director, Communications and Marketing**
**** Director, Contract Services and Capital Planning Director, Enterprise Risk Management**
**** Director, Facilities**
**** Director, Film Centre**
**** Director of Finance**
**** Director, Indigenous Education and Affairs**
**** Director, IT Architecture**
**** Manager, Project Management Office Director, IT Strategic Projects**
**** Manager, Student Affairs Director, Student Affairs and Services**
**** Director, Systems**
 Employee Benefits Specialist
Executive Assistant, AVP Student Success
 Executive Assistant, Finance and Administration
~~Executive Assistant to the University President and Board~~ Executive Assistant, President
 Executive Assistant to Director Human Resources

CAPILANO UNIVERSITY PROPOSALS 2019

Executive Assistant to the Board
 Executive Assistant, Vice President Academic and Provost
 Executive Assistant, VP International, External Relations and New Initiatives
Executive Assistant, VP Strategic Planning, Assessment and International Effectiveness
Executive Assistant, VP University Relations

Executive Receptionist
External Relations Officer
 **General Manager, Performing Arts Theatre
HRIS Advisor
 Human Resources Advisor
 Human Resources Assistant
Human Resources Associate
Manager, Human Resources (Faculty and Staff) Human Resources Manager
 **Manager, Accounting Services
 **Manager, Alumni Relations
 **Manager, Athletics & Recreation
 **Manager, Bookstore
 **Manager, Budget & Analysis
 **Manager, Campus Planning
 **Manager, Campus Security
 **Manager, Career Services
 **Manager, Centre for International Experience
 **Manager, Children's Centre
 **Manager, Implementation & Deployment Manager, Client Services & Deployment
 **Manager, Creative Services
 **Manager, Development
 **Manager, Events & Ceremonies
 **Manager, Facilities Building Systems
 **Manager, Facilities
 **Manager, Facilities Project Management
 **Manager, Financial Services Manager, Financial Planning & Analysis
 **Manager, Institutional Research
 **Manager, International Student Recruitment
 **Manager, IT Infrastructure
 **Manager, IT Service Delivery Manager IT Enterprise Systems
 **Manager, OHS and Emergency Preparedness
 **Manager, Payroll Manager, Payroll & Benefits
 **Manager, Policy, Privacy and Governance
 **Manager, Purchasing
Manager, Link BC
 **Manager, Student Financial Accounts
 **Manager, Student Housing Services
 **Manager, Student Recruitment
 **Manager, Sustainability
 **Manager, Systems Analysis Manager, IT Architecture and Security
 **Manager, University Relations
 **Manager, Web and Instructional Technology
Payroll Team Lead

CAPILANO UNIVERSITY PROPOSALS 2019

Policy Analyst

~~**Associate Managing Director, Presenting and Admin Program Director, Blueshore
Theatre Centre for Performing Arts~~Project Manager, Facilities~~**President~~~~**Regional Director, Kálah-ay/ Sunshine Coast~~Residence Life Facilitator – Student Housing~~**Registrar~~

Senior Communications Advisor

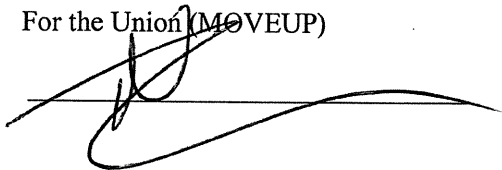
Senior Human Resources AdvisorStudent Rights and Responsibilities Officer~~**University Librarian~~~~**Vice President, Academic & Provost~~~~**Vice President, Finance & Administration~~~~**Vice President, Strategic Planning, Assessment and Institutional Effectiveness~~~~**Vice President, University Relations~~

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

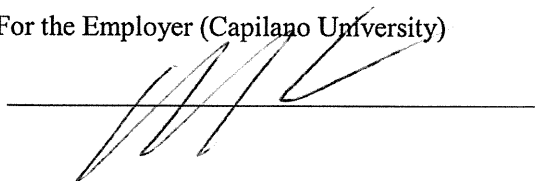
The University will provide the Union with the names of the individuals currently in excluded positions within thirty (30) days of the ratification of the Collective Agreement. In addition, the University will advise the Union of any changes, in writing, within thirty (30) calendar days.

Signed off this 20 Day of Nov 20 19

For the Union (MOVEUP)



For the Employer (Capilano University)





(Canadian Office and Professional Employees Union, Local 378)



**CAPILANO
UNIVERSITY**

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 378)
(the "Union")**

RE: Credit Courses For Immediate Family.

The University and the Union acknowledge the current government policy regarding tuition fee waivers for employees and their dependents.

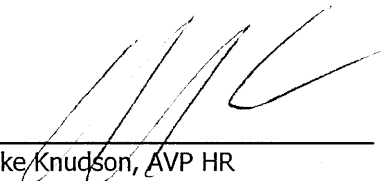
Should this policy change during the term of the collective agreement, such that those currently not eligible for tuition fee waivers become eligible, the parties will meet to discuss the implementation of the policy change on members of the bargaining unit.

MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)



Nathan Beausoleil, Union Representative

CAPILANO UNIVERSITY



Mike Knudson, AVP HR

Date

December 4, 2019

SCHEDULE C

LETTER OF UNDERSTANDING

Re: Public Sector General Wage Increase

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three (3) years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Understanding will be in effective during the term of the 2019-2022 Collective Agreement