

**AGREEMENT TO RECOMMEND TO RESPECTIVE PRINCIPALS
BETWEEN CAPILANO COLLEGE AND COPE**

The parties agree to recommend the following to their respective principals:

1. The parties will recommend the attached compensation template that deals with the term, base-wage increases, incentive payment, labour market adjustment and fiscal dividend.
2. The parties further agree to recommend the attached signed off wording changes.
3. All other items are considered resolved.

SIGNED this 27th day of March, 2006.

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



CAPILANO COLLEGE



EMPLOYER PROPOSAL - COMPENSATION
March 27, 2006 *Without Prejudice*

**COMPENSATION TEMPLATE FOR
CAPILANO COLLEGE/COPE COLLECTIVE AGREEMENT**

TERM OF AGREEMENT

The term shall be from April 1, 2006 to June 30, 2010

BASE WAGE INCREASE

All wage scales shall be increased by the following percentages effective the dates indicated:

April 1, 2006	2.1%
April 1, 2007	2.1%
April 1, 2008	2.1%
April 1, 2009	2.1%

The annual base wage increase for any year(s) of the four base wage increases shall be increased by the difference, if any, between the base wage increase for that year and a higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 Support Staff Compensation Table.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by Capilano College on March 31, 2006 shall receive an incentive one-time payment if the Agreement is settled by March 31, 2006.

The incentive payment shall be \$4,000 for each full-time equivalent employee and shall be pro-rated for other employees. For the purpose of the determination of the amount of the incentive payment, full-time equivalent equals 1,820 hours worked during the period of April 1, 2005 to March 31, 2006. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2005 to March 31, 2006
- paid leaves

The incentive payment shall be paid to employees as soon after March 31, 2006 as is practicable.

LABOUR MARKET ADJUSTMENT

The Parties agree to a Letter of Understanding that provides for the employer and union to agree within a specified time frame on a Support Staff Labour Market Adjustment Plan. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

April 1, 2006	0.1 %
April 1, 2007	0.1 %
April 1, 2008	0.1 %
April 1, 2009	0.1 %

The LOU is set out in Appendix 1.

FISCAL DIVIDEND

See Appendix 2.

LETTER OF AGREEMENT

LABOUR MARKET ADJUSTMENT

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective April 1st for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the Employer and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
 - The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

LETTER OF AGREEMENT

FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010
- paid leaves

1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

Article 2.05 Exclusions

Add to the list of excluded positions:

Human Resources Receptionist (effective April 15, 2006)

SIGNED this day of March, 2006.

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

CAPILANO COLLEGE

LETTER OF INTENT

BETWEEN:

CAPILANO COLLEGE (the “College”)

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 College.”
2. The parties acknowledge that the Staff Career Development Committee will make recommendations to the College on the dispersal of staff career development funds, made available by the College in the amount of not less than ten thousand (\$10,000) dollars annually.
3. To ensure a good working relationship, the College 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 College.

SIGNED this day of March, 2006.

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

CAPILANO COLLEGE

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

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

Re: Student Employment Programs

With respect to the above subject matter, the College and the Union (“Parties”) do hereby expressly and mutually agree as follows:

- (1) The Union specifically agrees that the College shall have the right during the life of the Collective Agreement to implement Student Employment Programs, subject to the terms and conditions of the terms and conditions of this 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 College and must continue this status for the duration of such employment
 - (b) The College further specifically agrees that no students employed pursuant to this Letter of Understanding shall:
 - (i) perform any duties under a Student Employment Program usually performed by an employee in the bargaining unit as defined in Clause 2.01 of the Collective Agreement without the Union’s agreement. Prior to the hiring of any student under this Letter of Understanding, the College 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) in number, without the prior express written consent of the Union,
- (3)
 - (a) The College specifically agrees that the Union shall have the right to cancel immediately with thirty (30) days notice the College’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 College to comply with any of the provisions of paragraph (2) above.

- (b) If the College disputes the issues of alleged failure to comply with paragraph (2) above, the College 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 College 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 by Clause 9.10 (a) ~~and the Letter of Understanding Re: Youth Employment Programmes and Work Study Programmes as contained in the Collective Agreement in force and effect between the Parties from November 1, 1992 to October 31, 1995.~~ If the arbitrator finds that the College has not contravened any of the provisions of paragraph (2) above as alleged by the Union, the College's right to implement Student Employment Programs under this Letter of Understanding shall be deemed to be immediately reinstated.
- (4) ~~Prior the hiring of any student under this Letter of Understanding, the College shall provide the Union in writing with the name, hours of work per week, work location(s), nature of work to be performed, duration of employment and proof of student status of each such person.~~
- (5) Becomes (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.

SIGNED this day of March, 2006.

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

CAPILANO COLLEGE

11.04 MAINTENANCE

(a) Maintained for Duration

Seniority shall be maintained for the duration of the following circumstance:

- (i) bridge periods (TYPE 2 LAYOFF);
- (ii) excess of ninety (90) days per Article 11.03 (b);

(b) Maintained Twelve Months

Seniority shall be maintained for a maximum period of twelve (12) calendar months for the following circumstance:

- (i) following the expiry of an appointment having a definite duration (TYPE 3 LAYOFF);

(c) Maintained ~~Three Months~~ Five Working Days

Seniority shall be maintained for a maximum period of ~~three calendar months~~ five (5) working days for the following circumstance:

- (i) after resignation;

(d) Accrual Conditions

If in a maintenance period employment results in the accrual of more than ~~seven~~ thirty-five (35) hours of seniority, a new maintenance period shall commence at the termination of that employment. If, however, such employment accrues ~~seven~~ thirty-five (35) or fewer hours of seniority, the seniority total at the end of the original maintenance period reverts to an accumulation of only those hours worked within that period.

SIGNED this day of March, 2006.

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

CAPILANO COLLEGE

LETTER OF INTENT

BETWEEN:

CAPILANO COLLEGE (the "College")

AND:

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

RE:

ARTICLE 9, ARTICLE 18 AND ARTICLE 25.03

The parties agree to refer Article 9, Categories of Employees, Article 18, Sick Leave, and Article 25.03, Appointment Procedures, to the Joint Standing Committee for resolution.

The parties agree to the following principles in dealing with these issues:

1. The parties acknowledge that hiring the same person many times in the year or over several years is inefficient and requires another approach and one of those approaches is to create a category of employees termed "Casuals".
2. The parties acknowledge that hiring on a month to month basis as in Article 25.03 is inefficient and requires another approach and one of those approaches is to create a category of employees termed "Casuals".
3. A related issue pertains to whether sick leave would apply to a newly created category of employees called "Casuals". The parties will direct their attention to resolving this matter as well.
4. The parties agree to exchange language on "Casuals" from other collective agreements to help focus the discussion.
5. The parties will meet to discuss these issues within 30 days of ratification of the Agreement and complete the discussions within nine months of the date of ratification.

SIGNED this day of March, 2006.

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

CAPILANO COLLEGE

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE (the "College")

AND:

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

RE:

**ARTICLES 4.01 and 4.04 -
NOTICE OF ABSENCE FROM WORKPLACE and
TIME OFF FOR UNION BUSINESS AND ACTIVITIES**

The parties agree to the following when dealing with Articles 4.01 and 4.04.

1. The Union agrees that Union Stewards will abide by article 4.01 of the Collective Agreement.
2. When undertaking union duties, Union Stewards will not interrupt the work of other Union employees without the approval of the appropriate Manager.

SIGNED this day of March, 2006.

**CANADIAN OFFICE AND
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UNION, LOCAL 378**

CAPILANO COLLEGE
