

MEMORANDUM OF AGREEMENT

between the

CAPILANO UNIVERSITY
(hereinafter called "the Employer")

and the

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378 (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378 MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the April 1, 2006-June 30, 2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Effective Dates**

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

3. **Appendix "A"**

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

4. **Appendix "B"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).

5. **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 6 day of December, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

P. Canahan
Barbara Little
Mark Little

BARGAINING REPRESENTATIVES FOR
THE COPE 378:

D. Melaross
B. Rovner
D. Little
Elly Little

APPENDIX "A"

<Attach all signed off tentative agreements>



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
		September 25, 2012	Oct 30, 2012 11:57am
U1	Housekeeping throughout entire Collective Agreement	Change the word College to University	

E&OE
Signed off this 30 day of October 2012

For the Union (COPE Local 378)

D. Melsness

For the Employer (Capilano University)

P. Canabem



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: November 14, 2012	Time: 1:08
U4	8.01	Amend	

8.01 ARBITRATORS

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

1. Don McConchie
2. Don Munroe
3. John Hall
4. Joan Gordon
5. Judy Korbin
6. Colin Taylor

E&OE

Signed off this 14 ^{21st RC} day of November 2012.

For the Union (COPE Local 378)

D. McInnes

For the Employer (Capilano University)

R. Canabe



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: November 14, 2012	Time: 1:08 -
U6	9.01	Amend	

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 Council on December 17, 1974 as amended on March 31, 1983 and November 18, 1986 except those excluded pursuant to Article 2.05 who shall be considered exempt for the purposes of this Agreement.

It is recognized that other positions which are in dispute may be referred by either party to the Labour Relations Council Board of British Columbia for a decision pursuant to the Labour Relations Code.

E&OE

Signed off this 14th 21st day of November 2012

For the Union (COPE Local 378)

D. McInnes

For the Employer (Capilano University)

P. Carnahan



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 25, 2012	Time: 8:24pm.
U7	9.07	Amend	

9.07 REGULARIZATION

In preparation for the review set out below, the College University will provide the Union with a copy of all temporary staffing activities summarized by classification and work area. This information will be provided to the Union by January 15 of each year covering the previous calendar year. The list will contain the following information: position, position number, incumbent, employee category, start date and end date, ~~and hours of work,~~ ^{on R} ~~including total hours worked during the year.~~ ^{on R} The University will provide a complete listing annually by January 15th of each year.

Delete Letter of Understanding re: Implementation of computerized Human Resources Information Systems Database. Page 147

E&OE
 Signed off this 21 day of November 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Capilano University)

[Signature]



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 25, 2012 Nov 21, 2012	Time: 4:13.
U8	9.09 (a)	Amend	

9.09 EMPLOYEE APPOINTMENTS

(a) **Acknowledgement**

At the time of employment and appointment, the employee and the College University shall acknowledge, through the completion by the College University and acceptance by the employee of a 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

E&OE

Signed off this

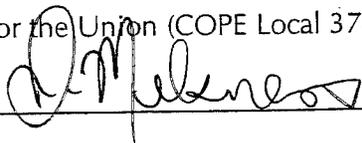
21

day of

November

20 12

For the Union (COPE Local 378)



For the Employer (Capilano University)





University Proposal
Article 9.10 Work Practicums – Update language

9.10 WORK PRACTICUMS

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.

(a) Definition

When such students undertake practicum work experiences which may occur at the College, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the College covered by the Union certification; the parties agree that

Such students:

- (i) are not employees of the College;
- (ii) are not within the Union certification;
- (iii) will not be paid.

(b) Employee Responsibilities

Such employees:

- (i) may assist such students to assimilate to the work location through orientation, supervision and training, as necessary;
- (ii) who undertake such orientation, supervision and training during student practicums shall not be eligible for reclassification based on these functions alone.

(c) **Limitations**

Student practicums shall be limited to one student per semester per work area and up to 10 students in the Childrens' Centre per semester for a period of normally not longer than 70-250 hours in total, per student, per semester. Additional students may be requested with the consent of the Union.

(d) **Notification to Union**

University AM PC
The College shall notify the Union in advance of the number of students being placed for practicum work experience within the College.

E&OE

Signed off this 5 day of December 2012

Time: 3 4:00 pm

For the Employer (Capilano University)

P. Camahu

For the Union (COPE Local 378)

D. Melness



University Proposal
Article 10.04 Discharges – Delete

10.04 DISCHARGES

(a) All discharges shall be on the written authority of the President with all reasons for the action contained therein.

~~(b) Before discharging or terminating any non-probationary employee, the College must first convene a preliminary hearing to provide a forum for a full review of the evidence of the case. For this purpose, the parties specifically agree to provide each other with full disclosure of all relevant evidence. The College shall advise the Union and the employee concerned in writing in advance of the date, time, and location of such hearing and the allegations in full being raised by the College.~~

E&OE

Signed off this 21 day of November 2012

Time: 4:07

For the Employer (Capilano University)

P. Canahan

For the Union (COPE Local 378)

D. Melendez



University Proposal
Article 11.07 - Housekeeping

11.07 SENIORITY LIST

The University shall maintain a seniority list.

The seniority list shall be revised every four (4) months. The list shall show the date upon which each employee's service commenced and the total seniority each employee has accrued. ~~Four (4) copies of the list shall be supplied to the Union. The~~ Union shall be supplied with an electronic copy.

E&OE

Signed off this 21 day of November 2012

Time: 1:38

For the Employer (Capilano University)

P. Carrohen

For the Union (COPE Local 378)

D. Melano



University Proposal

Article 13.08 – Amend

13.08 TIME REPORT

(a) Monthly Paid Employees

Employees must submit their time sheets monthly. The exceptional time reporting system requires employees paid on a monthly basis to only submit an "Exceptional Time Report" following an exceptional circumstance.

E&OE

Signed off this 21 day of November 2012

Time: 6:57pm -

For the Employer (Capilano University)

P. Canahan

For the Union (COPE Local 378)

D. McKeown



University Proposal
Article 16.02 Paid Holidays – Amend to include family day

16.01 PAID HOLIDAYS

(a) Standard Paid Holidays

The University shall grant as paid holidays:

- | | | |
|----------------|--------------|--------------------------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Good Friday | Canada Day | Remembrance Day |
| Easter Monday | BC Day | Christmas Day |
| Labour Day | Boxing Day | <u>Family Day effective February</u> |

1, 2013

E&OE
Signed off this 21 day of November 2012

Time: 1:43

For the Employer (Capilano University)

P. Camel

For the Union (COPE Local 378)

D. Melness



University Proposal
Article 18.02 (b) – Delete language

18.02 LONG TERM ILLNESS

(b) ~~Interim Financial Assistance~~

~~_____ An employee may request interim financial assistance to cover that period between her last regular cheque and her expected Long Term Disability cheque. Requests are to be made to her Administrator. (Administrative Reference Memo #1106 as of the date of signing provides the base entitlement).~~

E&OE
Signed off this 21 day of November 2012

Time: 9:16 pm

For the Employer (Capilano University)

P. Canah

For the Union (COPE Local 378)

D. Madonia



University Counter Proposal to Union Proposal 22
Article 21.05 Amend article

21.05 POST MATERNITY OR ADOPTION JOB POSTING RIGHTS

(a) Job Postings/Competitions

The right to receive job postings will be in effect for twelve (12) months from the date the employee ceases work. The employee may apply while she is on maternity leave. Seniority will be calculated as at the date she ceases work. 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 leave.

E&OE
Signed off this 5 day of December 2012.

Time: 11:15

For the Employer (Capilano University)

P. Carah

For the Union (COPE Local 378)

D. Meloneos



University Proposal
Article 22.06 Delete Article - Housekeeping

~~22.06~~ ~~INDUSTRIAL FIRST AID CERTIFICATE PREMIUMS~~

~~(a) Premium~~

~~_____ A monthly premium shall be paid to employees required to hold a certificate under this Article.~~

~~(b) Compensation~~

~~_____ The amount of the premium shall not be less than:~~

- ~~_____ Industrial First Aid Certificate, Grade~~
- ~~_____ "C" \$50.00 per month.~~
- ~~_____ "B" \$60.00 per month.~~
- ~~_____ "A" \$70.00 per month.~~

E&OE
Signed off this 5 day of December 2012.

Time: 3:54

For the Employer (Capilano University)

P. Canah

For the Union (COPE Local 378)

D. Molinaro



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 25, 2012 November 21	Time: 4:18
U24	25.02 (b)	Amend	

25.02 JOB POSTINGS

(b) Contents of Posting

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

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

E&OE

Signed off this November 21 day of November 2012

For the Union (COPE Local 378)

D. Melanes

For the Employer (Capilano University)

R. Canah



University Counter Proposal to Union Proposal 25
Article 25.04 Notification to Union

25.04 NOTIFICATION TO UNION

~~A designated Councillor, or her designate, shall be advised of the name of the successful candidate chosen pursuant to the competition procedure at the time of the candidate's acceptance of the College's offer. In addition, tThe Union shall receive an electronic copy of all Personnel Hiring Forms for successful candidates and appointees. The Councillor, or designate, may use College facilities and equipment to advise the Union of the name of the successful candidate.~~

~~The Union will rotate the designation of Councillor, or designate, for this purpose such that no Councillor, or designate, performs this function in two consecutive terms.~~

E&OE

Signed off this 5 day of December 2012.

Time: 2:18

For the Employer (Capilano University)

P. Canab

For the Union (COPE Local 378)

D. Mebross



University Proposal
Article 27.07 – Update List of positions

27.07 EMPLOYEE'S VEHICLE

(a) Vehicle

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

(b) Driver's License

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

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

- (i) Continuing Education Assistant
- ~~(ii) Education Planning/Advising Officer~~
- ~~(iii) Supervisor, Advising Centre~~
- (ii) Motion Picture/Film Crafts Technician
- (iv) Student Recruiter
- ~~(v) Employment Career Development Office~~
- (viii) Media Production Specialist
- (ix) International Outreach and Events Officer
- (x) Production Technician
- (xi) Senior Development Officer

Am
PC (xii) First Nations liaison officer

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

E&OE
Signed off this 5 day of December 2012

Time: 3:55

For the Employer (Capilano University)
P. Canah

For the Union (COPE Local 378)
D. Melanos



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union Number	Affected Article/MOU	Date: September 25, 2012	Time: 8:26
U32	28.03 (d)	Amend	

28.03 FLEXIBLE BENEFITS PLAN

(d) Administration of the Plan

During each year, all enrolled employees shall receive an accounting of their Spending Account for the ~~previous~~ Benefit Year ~~including the amount to be allocated for the current Benefit Year.~~ *current* *am pc* *am pc*

Following receipt of the accounting, each enrolled employee shall select at least one designation for any unspent money in the Spending Account. Such designation could include:

- Directing it to be allocated to the Health Funding Account
- Depositing it in the ~~College's~~ University's group Registered Retirement Savings Plan
- Directing it to be paid as taxable income
- Directing it to other non-taxable purposes (such as professional development), ~~or~~
- ~~Allowing it to accumulate in the Spending Account (without interest)~~ *am pc* *pc*

~~After every reasonable effort is made to confirm the employee's selection, if the employee does not make a choice, the default allocation will be having it paid as taxable income.~~

Any employee may appeal to the Joint Benefits Review Subcommittee of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances.

E&OE
Signed off this 21 day of November 20 12

For the Union (COPE Local 378)

A. McKers

For the Employer (Capilano University)

R. Canahue



University Proposal
Article 29.06 Retirement – housekeeping

29.06 RETIREMENT

(a) Age of Retirement

am RC
~~The parties agree that a~~An employee may ~~(be)~~ retired, effective at the end of the pay period in which the employee attains the age ^{of 65}. Upon mutual agreement between the employee, the Union and the College, an employee may continue in her position with the College after the age of 65 subject to annual review.

(b) Review

~~The College shall make every reasonable effort to carry out the review and seek the agreement required under 29.06(a) at least two (2) months prior to the anniversary date as measured from the employee's birthdate.~~

(c) Withholding Agreement

~~If at any time the College withholds agreement, either initially or upon any annual review, for any employee to continue to work beyond the age of 65 pursuant to Clause(s) 29.06(a) and/or (b) above, the College shall notify both the employee concerned and the Union in writing and the Union shall have the right, on behalf of such employee, to submit the matter to a retirement adjudicator who shall be a judge of the Supreme Court of British Columbia or the Court of Appeal of the Province unless another person is mutually agreed between the Parties. The Union must make such referral within sixty (60) calendar days of receipt of the written notification from the College.~~

~~(i) The retirement adjudicator referred to in this Clause 29.06 shall have all of the jurisdiction and authority of an arbitrator acting under this Agreement and the Labour Relations Code of British Columbia, or any successor legislation.~~

~~(ii) Without limiting the generality of Clause 29.06(c)(i) above, the retirement adjudicator shall have the right and authority under this Agreement to determine whether or not the employee concerned is~~

~~competent to continue employment in her current job based upon her work performance and the bona fide occupational requirements of the College as reflected in the class specification for the position at issue.~~

~~(iii) An employee who wants to continue to work beyond age 65 in accordance with this Clause 29.06 shall continue to do so until he or she decides to retire or a retirement adjudicator determines under this Agreement that such employee is no longer competent for continued employment, in which case the employee shall be retired by the College, effective upon the date set by the retirement adjudicator.~~

~~(iv) The costs and fees, if any, for any retirement adjudicator acting pursuant to the provisions of this Clause 29.06 shall be borne equally by the College and the Union.~~

(db) Rights and Privileges

An employee working beyond the age of sixty-five (65) shall continue to receive all the rights and privileges provided in this Agreement except those specifically excluded by legislation or the provisions of a benefit plan.

(ec) Library Card and Access to Facilities

A retiree shall be provided with a library card at no charge as a community borrower and allowed access to the College's facilities as if she were a registered student.

(fd) Tuition Costs

The College shall waive all tuition costs of any courses taken at the College (subject to the restrictions in 29.10 (b) and (c)) by retirees provided the employee has completed a minimum of five (5) years service with the College and no additional costs result to the College by the employee's enrolment in the course.

(ge) Employee Assistance Plan

Retirees shall have access to the Employee Assistance Plan as if they were employees of the College for a period of two (2) years immediately following the date of retirement.

E&OE

Signed off this 21 day of November 2012

Time: 2:33

For the Employer (Capilano University)

P. Canah

For the Union (COPE Local 378)

D. Melness



University Proposal
Article 29.09 - Housekeeping

29.09 EVALUATION

~~Before the College implements a performance evaluation system applicable to staff it will consult with the Union on the form, content and timing of such a system.~~

When an employee's performance is evaluated, the employee concerned shall be given the opportunity to read and review the evaluation. The procedure shall provide for the employee's acknowledgement through signature that she has read the evaluation and has been given a copy of it. The procedure shall also provide that an employee may comment on the evaluation and that her comment shall be considered as part of that evaluation.

E&OE

Signed off this 5 day of December 2012

Time: 3:54

For the Employer (Capilano University)

P. Canahan

For the Union (COPE Local 378)

D. Melness



University Package Proposal

The following packages resolves all outstanding issues. As such, both Parties understand and agree to withdraw all remaining outstanding proposals.

29.10 Capilano Credit Courses

(d) Time of Spent Attending a Course

Such courses shall be taken outside the employee's normal working hours. If such courses are only offered during regular working hours, permission shall be obtained from the Administrative Head responsible to enable course attendance provided that arrangements satisfy the making up of time absent at no cost to the ~~College University~~. Where permission has been granted, the employee may request to use her accrued and unused vacation time, subject to the Administrator's approval, instead of making up the time.

25.02 JOB POSTINGS

(a) Posting

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

E&OE
Signed off this 5 day of December 2012

Time: 5:16 pm.

For the Employer (Capilano University)

P. Canabal

For the Union (COPE Local 378)

D. Melendez



University Proposal
Article 29.11 - Housekeeping

29.11 PYRAMIDING MULTIPLE APPOINTMENTS

Where an employee holds more than one (1) appointment with the University within the Union's certification, the University shall review Health Benefit entitlements on an "individual case" basis and extend where possible benefit coverage based on multiple appointments such as ~~pyramiding employment~~.

E&OE

Signed off this 5 day of December 2012

Time: 3:53

For the Employer (Capilano University)

P. Carahan

For the Union (COPE Local 378)

A. Meloro



University Proposal
 Article C (a) Update to Current Waiver Form - Housekeeping

APPENDIX C(a)

APPLICATION AND WAIVER FORM

RE: REGULAR EMPLOYEES BENEFITS

(Reference – Article 28.10)

In accordance with the provisions of Article 28 of the Collective Agreement between the College and the COPE, I, _____ acknowledge and accept that:

- a) — Disability Income Plan coverage is mandatory for all Regular employees;
- b) — the information below represents my election with regard to the benefit plans available;
- c) — as a condition of enrolment, I must maintain benefit coverage for the four year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- d) — my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

Dependent status (check one box below)

- Single
- Couple (one dependent)
- Family (more than one dependent)

I herein make application for enrolment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enrol in those benefits indicated below:

Benefit	Enrolment Requested	Enrolment Waived
Basic Medical (M.S.P.)		
Extended Health		
Dental *		
Orthodontics *		
Group Life Insurance		
Accidental Death and Disablement		
Additional Coverage Possible		

* — An employee must complete the six (6) month period of eligibility.

CAPILANO COLLEGE

Signature of Employee

Social Insurance Number (S.I.N.)

Received per

Date

Date

APPENDIX C(a)
APPLICATION AND WAIVER FORM
RE: REGULAR EMPLOYEES BENEFITS
(Reference – Article 28.10)

In accordance with the provisions of Article 28 of the Collective Agreement between the University and the COPE, I _____, acknowledge and accept that:

- a) Disability Income Plan coverage is mandatory for all Regular employees;
- b) the information below represents my election with regard to the benefit plans available;
- c) as a condition of enrolment, I must maintain benefit coverage for the four-year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- d) my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

Dependent status (check one box below)

- Single
- Couple (one dependent)
- Family (more than one dependent)

I herein make application for enrolment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enrol in those benefits indicated below:

<u>Benefit</u>	<u>Enrolment Requested</u>	<u>Enrolment Waived</u>
<u>Basic Medical (M.S.P.)</u>		
<u>Extended Health</u>		
<u>Dental *</u>		
<u>Orthodontics *</u>		
<u>Additional Coverage Possible</u>		

* An employee must complete the six (6) month period of eligibility.

Signature of Employee

CAPILANO UNIVERSITY

Social Insurance Number (S.I.N.)

Received per

Date

Date

E&OE

Signed off this 21 day of November 2012

Time: _____

For the Employer (Capilano University)

P. Canab

For the Union (COPE Local 378)

A. Melo



University Proposal
Appendix D – Appeal Process - housekeeping

APPENDIX D

Carrier's

PC

~~CANADA LIFE APPEAL PROCESS~~

PC

PC

TERMINATION OR DENIAL OF A DISABILITY CLAIM

An employee wishing to appeal either the termination or denial of a disability claim must do so in compliance with the requirements of the Carrier. The employee can contact Human Resources to request information about the Carrier's appeal process. in writing within sixty days of the termination or denial letter from Canada Life. The appeal must be accompanied by a narrative report from an appropriate and accredited treating physician. The report should list diagnosis, treatment, prognosis, and limitations and restrictions preventing the employee from performing the essential duties of her occupation. For an employee who has been on long term disability for as long as two years, the limitations and restrictions must be shown to prevent the employee from performing the essential duties of any position to which she is suited by background and training. Appeals are reviewed by a claim specialist at Canada Life and sent for a second opinion to another claim specialist.

~~An employee wishing to make a second appeal may submit new medical evidence in writing within thirty days. The second appeal is reviewed by an internal review committee at Canada Life.~~

~~An employee wishing to make a third appeal may submit new medical evidence in writing within thirty days. The third appeal is reviewed by the Canada Life head office senior review committee.~~

PAYMENT OF MEDICAL REPORTING

Any specialist or physician's charges incurred in providing medical reporting, either written narrative or completion of claims forms, are paid by the employee. This includes the expense of having a physician provide medical information for the purpose of appealing the termination or denial of a

disability claim. The insurer will only pay for those reports which are written in response to questions that ~~Canada Life~~ the Carrier has asked directly of the physician or for reports resulting from an employee's attendance at an independent medical examination required and scheduled by ~~Canada Life~~ the Carrier.

E&OE

Signed off this 21st day of November 2012

Time: 2:17

For the Employer (Capilano University)

P. Carver

For the Union (COPE Local 378)

D. Melanese



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 25, 2012	Time: 11:22.am.
U40	Appendix "E through G"	Delete	

E&OE
Signed off this 5 day of December 2012.

For the Union (COPE Local 378)

D. Melanes

For the Employer (Capilano University)

P. Graham

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the "College")

AND:

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

Re: Exceptional Work Day - Sportsplex

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

This letter of understanding will expire on June 30, 2010 with the expiry of the current Collective Agreement.

SIGNED this 24th day of April, 2008:

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378

CAPILANO COLLEGE

"Karen Rockwell", Union Representative

"Mike Arbogast"
VP, Human Resources

Signed off this 5th day of December, 2012.

P. Canahu
For the Employer (Capilano
University)

D. Melsness
For the Union (COPE 378)



University Proposal
LOU – Renew LOU

A handwritten signature in black ink, appearing to be 'AM'.

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 23rd day of October, 2006:

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

CAPILANO COLLEGE

"Brad Bastien", Union Representative

"Mike Arbogast", VP, Human Resources

E&OE
Signed off this 5 day of December 2012

Time: 5:10pm

For the Employer (Capilano University)

For the Union (COPE Local 378)

P. Canahan

D. Melness



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 25, 2012	Time: 4:00
U44	LOU Re: Testing	Renew	

LETTER OF UNDERSTANDING #2

BETWEEN:

~~CAPILANO COLLEGE~~ UNIVERSITY (the "College University")

AND:

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

Re: Testing

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

(1) Tests to be Designed and Administered Fairly

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

(2) Other Criteria for Determining Propriety of Tests

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

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



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

(3) Adequate Preparation Time

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

(4) Employee Right to Review Test and Results

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

ORIGINALLY SIGNED and DATED this ~~14th~~ day of May, ~~1996~~.

UNION, LOCAL 378

CAPILANO COLLEGE

~~_____
 "Don Percifield"~~

~~_____
 "Marie Jessup"~~

~~_____
 "Darlene Rentz"~~

~~_____
 "Barry Williamson"~~

~~_____
 "Iris Cunningham"~~

E&OE

Signed off this

30

day of

October

20 12

C4.02pm

For the Union (COPE Local 378)

For the Employer (Capilano University)

D. McKee

[Signature]



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 25, 2012	Time:
U46	LOU	<i>All applicable language has been moved to the body of the collective agreement</i>	

LETTER OF UNDERSTANDING

BETWEEN:

_____ CAPILANO COLLEGE (the "College")

AND:

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

Re: Implementation of Computerized Human Resources Information Systems Database

The College agrees to provide the Union with the following information upon implementation of the HRIS database:

- a) ~~A list of all bargaining unit positions, such lists to contain the following information: position, position number, incumbent, employee category and hours of work. Thereafter, the College will provide a complete listing annually by January 15th of each year.~~
- b) ~~The College also agrees that "Position Number" will be added to the Personnel Hiring Form and Article 9.09 will be amended accordingly.~~
- c) ~~The College also agrees that "Position Number" will be added to job posting information and that Article 25.02(b) will be amended accordingly.~~

ORIGINALLY SIGNED and DATED this 6th day of August, 1998:

 "Sheila Banks" _____ "Valerie Cochran"
 For the Office & Professional Employees' International Union (Local 378) For Capilano College

E&OE
 Signed off this 5 day of December 2012

For the Union (COPE Local 378)

D. Melsness

For the Employer (Capilano University)

P. Canale



University Proposal
LOU – Student Employment

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

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

Re: Student Employment Programs

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

- (1) The Union specifically agrees that the University shall have the right during the life of the Collective Agreement to implement Student Employment programs, subject to the terms and conditions of this Letter of Understanding.
- (2) (a) It is mutually agreed that any person hired for a Student Employment Program pursuant to this Letter of Understanding must be a student at Capilano University and must continue this status for the duration of such employment.
- (b) The University further specifically agrees that no students employed pursuant to this Letter of Understanding shall:
 - (i) perform any duties under a Student Employment Program without the Union’s agreement. Prior to the hiring of any student under this Letter of Understanding, the University shall provide the Union in writing with the nature of work to be performed, work location(s), duration of employment and hours of work per week. The Union shall respond to requests within ten (10) working days and shall not unreasonably withhold agreement; or

- (ii) replace any employee(s) in the bargaining unit including, but not limited to, any such employee who is on layoff status under the Collective Agreement; or
 - (iii) at any time total more than twenty-five (25) in number, without the prior express written consent of the Union.
- (3) (a) The University specifically agrees that the Union shall have the right to cancel with thirty (30) days notice the University's right to implement Student Employment Programs pursuant to this Letter of Understanding in the event of any allegation by the Union of a failure by the University to comply with any of the provisions of paragraph (2) above.
- (b) If the University disputes the issue of alleged failure to comply with paragraph (2) above, the University shall have the right to refer the matter directly to expedited arbitration pursuant to the applicable provisions of the Collective Agreement. If the arbitrator finds that the University has contravened this Letter of Understanding by failing to comply with any of the provisions of paragraph (2) above, then the University shall revise the student employment program to come within the terms of the Letter of Understanding. ~~this Letter of Understanding shall forthwith be deemed to be rendered null and void, and shall immediately be replaced in full by Clause 9.10(a). If the arbitrator finds that the College has not contravened any of the provisions of paragraph (2) above, as alleged by the Union, then the College's right to implement Student Employment Programs under this Letter of Understanding shall be deemed to be immediately reinstated.~~
- (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.

E&OE

Signed off this 5 day of December 2012.

Time: 2:37

For the Employer (Capilano University)

R. Canahan

For the Union (COPE Local 378)

D. Melancon



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union Number	Affected Article/MOU	Date: September 25, 2012 Nov 14, 2012	Time: <i>on</i> 3:45
U48	LOU Re: College Closure Policy	Renew	

LETTER OF AGREEMENT UNDERSTANDING #5

BETWEEN:

CAPILANO COLLEGE UNIVERSITY (the "College" "University")

AND:

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

RE: College University Closure Policy

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

ORIGINALLY SIGNED and DATED this 1st day of April, 2001:

UNION, LOCAL 378

CAPILANO COLLEGE

"Don Percifield"

"Valerie Cochran"

"Darlene Rentz"

"Cindy Rogers"

"Kathy Chute"

"Saira Merali Walker"

"Bill Zienty"

E&OE
Signed off this 14th 26th day of November 2012

For the Union (COPE Local 378)

For the Employer (Capilano University)

D. Melness

P. Carrol



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 25, 2012 Nov 14	Time: 1:07
U49	LOU Items Referred to Joint Standing Committee Meetings	Delete	

LETTER OF UNDERSTANDING

BETWEEN:

_____ ~~CAPILANO COLLEGE UNIVERSITY~~ (the "College" "University")

AND:

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

~~RE: Items Referred to Joint Standing Committee Meetings~~

The ~~College University~~ and the ~~Union~~ agree to refer the following proposals to Joint Standing for discussion and resolution where possible:

- ~~Regularization~~
- ~~Overtime ban~~
- ~~Ownership of Technology and Copyright~~
- ~~Conflict Resolution~~
- ~~Seniority Accrual for RPT Employees~~
- ~~On-call Employees~~
- ~~Additional Paid Holidays~~
- ~~Article 9.07 Casual Employees~~
- ~~Article 9.08 Filling of Regularized Positions~~
- ~~Article 10.02 24 Hours Advance Notice~~
- ~~Article 12 Layoff~~
- ~~Article 25 Appointments~~

ORIGINALLY SIGNED and DATED this 1st day of April, 2001:

For the Union.

D. Melsness



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

UNION, LOCAL 378

CAPILANO COLLEGE

"Don Percifield"

"Valerie Cochran"

"Darlene Rentz"

"Cindy Rogers"

"Kathy Chute"

"Saira Merali Walker"

"Bill Zienty"

E&OE

Signed off this

14

day of

November

20

12

For the Union (COPE Local 378)

D. Melburo

For the Employer (Capilano University)

P. Carabon



**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: <i>dm</i> September 25, 2012 <i>Nov 14</i>	Time: <i>1:07</i>
U52	Letter of Understanding #6 Career Development	Renew	

LETTER OF INTENT UNDERSTANDING #6

BETWEEN:

CAPILANO COLLEGE-UNIVERSITY (the "College" "University")

AND:

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

RE: ARTICLE 19 CAREER DEVELOPMENT

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

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

SIGNED this 23rd day of October, 2006:

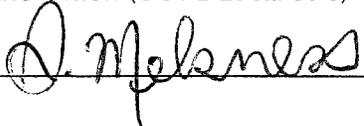
**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**

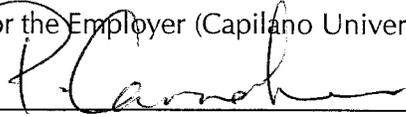
CAPILANO COLLEGE

"Brad Bastien", Union Representative

"Mike Arbogast", VP, Human Resources

E&OE
Signed off this 21 day of November 2012

For the Union (COPE Local 378)


For the Employer (Capilano University)




**COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 25, 2012	Time:
U54	Fiscal Dividend	Delete	

LETTER OF AGREEMENT

RE: ~~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.~~



COPE LOCAL 378 / CAPILANO UNIVERSITY PROPOSALS 2012
Union U-Item Proposals

- ~~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.~~

SIGNED this ~~23rd~~ day of October, 2006:

CANADIAN OFFICE AND PROFESSIONAL
 EMPLOYEES UNION, LOCAL 378

CAPILANO COLLEGE

"Brad Bastien", Union Representative

"Mike Arbogast", VP, Human Resources

E&OE

Signed off this

30

day of

October

20

@ 4:01pm

For the Union (COPE Local 378)

D. Melanese

For the Employer (Capilano University)

P. Caron



University Proposal

LETTER OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY (the "University")

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.

E&OE

Signed off this 5 day of December 2012

Time: 3:56.

For the Employer (Capilano University)

P. Connah

For the Union (COPE Local 378)

A. McKness

University Proposal

Article 2.05 – Update list of Exclusions and Move to Appendix I

~~2.05~~ **EXCLUSIONS**APPENDIX IEXCLUSIONS

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 Director of Buildings & Grounds (vacant)~~

~~**Associate Manager, Strategic Enrolment~~

~~**Associate Managing Director, Presenting and Admin~~

~~**Associate Director, Development~~

~~**Associate Registrars~~

~~**Budget Officer (vacant)~~

~~**Business System Architect~~

~~**Campus Dean(s), Sunshine Coast and Squamish~~

~~**Chief Information Officer~~

~~**China Operations Manager~~

~~**College-University Librarian (vacant)~~

~~**Comptroller~~

~~Conflict Resolution Advisor~~

~~**Deans~~

~~**Director of Buildings & Grounds~~

~~**Director of Contract Services and Capital Planning~~

~~**Director, Film Centre~~

~~**Director of Finance & Bursar (vacant)~~

~~**Director, Continuing Education~~

~~**Executive Director, Development & Executive Director, College
Foundation University Communications~~

~~**Director, Centre for International Experience~~

~~**Director, Human Resources~~

~~**Director, Communications and Public Relations~~

~~**Director, Information Technology Services Systems~~

~~**Director, Systems Development IT Architecture~~

~~**Director, Teaching and Learning~~

Employee Benefits Specialist
~~Executive Assistant to College Board and President~~ University President and Board
 Executive Assistant, Finance and Administration
 Executive Assistant, Vice President Academic Affairs and Provost
Executive Assistant, VP International, External Relations and New Initiatives
Executive Receptionist
 **General Manager, Performing Arts Theatre
 Human Resources Advisors, ~~Recruitment and Training, Classification, and Wellness~~
 & ~~Disability Management, Occupational Health and Safety, HRIS (vacant)~~
 Human Resources Assistants
 Human Resources/Privacy Executive Assistant
Human Resources Receptionist
 **~~Manager, Athletics & Recreation~~ Director, Student Affairs
 **Manager, Accounting Services
 **Manager, Bookstore
 **~~Manager, BC Centre for Tourism, Learning and Innovation~~ Link BC
 **Manager, Children's Care Centre
 **~~Manager, Enterprise Resource Planning Systems (vacant)~~
 **Manager, Development
 **Manager, Facilities
 **Manager, Financial Services
 **Manager(s), Human Resources (Faculty and Staff)
 **~~Manager, Institutional Research (vacant)~~
 **~~Manager, International Student Centre~~ Projects
 **Manager, IT Service Delivery
 **Manager, IT Operations
 **Manager, Payroll
 **Manager, Project Management Office
 **Manager, Systems Analysis
 **Manager, Web Development
 **Manager, Centre for International Experience
 **~~Manager, Marketing and Communications~~
 **~~Manager, Project Accounting (vacant)~~
 **Manager, Public Affairs
 **President
 **Registrar
 **~~Vice President, Academic Affairs and Vice President Student and Institutional~~
 Support and Provost
 **Vice President, Finance & Administration
 **Vice President, International, External Relations and New Initiatives
 **~~Vice President, Human Resources~~

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

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

Note: The Parties agree to update Articles 9.01, 10.03, and 13.08 to refer to Appendix I

E&OE

Signed off this 6 day of December 2012.

Time: 12:12

For the Employer (Capilano University)

P. Canabun

For the Union (COPE Local 378)

A. Melness



University Proposal
LOU – Renew

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

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

Re: Parking

The University agrees to freeze the cost of parking at the University at current rates as at August 5, 1998, for the duration of the Collective Agreement.

ORIGINALLY SIGNED and DATED this 6th day of August, 1998:

“Sheila Banks”
Union (Local 378)

“Valerie Cochran”
For Capilano University

E&OE

Signed off this 5 day of December 2012

Time: 5:10 pm

For the Employer (Capilano University)

P. Canahua

For the Union (COPE Local 378)

B. Rovner

December 2, 2012

To the Union on December 2, 2012

TIME: 11:06 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

2. Health Welfare Benefits

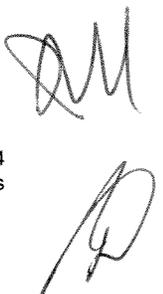
Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

3. Wage Increase

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

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). 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.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

5. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

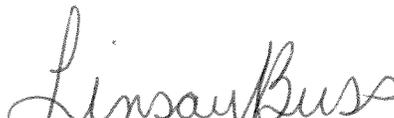
Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

For the Employers:


Rob D'Angelo, PSEA, Chair


Anita Bleick, PSEA CEO

For the Unions:


Lindsay Buss, BCGEU Staff


Ian McLean, CUPE Staff

Schedule “1”

Letter of Understanding

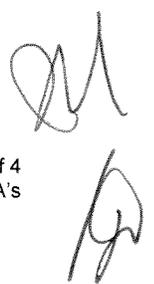
Post-Secondary Early Intervention Program

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

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

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

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

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.