

MEMORANDUM OF AGREEMENT

BETWEEN:

College of Pharmacists of British Columbia

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from March 1, 2013 through February 28, 2018 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of five (5) years from March 1, 2018 through February 28, 2023 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from date of ratification unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 15th day of March, 2018

M. O'Callaghan
[Signature]

FOR THE EMPLOYER

[Signature]
[Signature]
E. Jenkins

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		3/8/18	9:50 am
HK-1	Housekeeping	Update name to MoveUP	

Update Collective Agreement cover page, footer and wherever the name is referenced in the agreement with Union's name change to MoveUP (Canadian Office and Professional Employees Union, Local 378).

E&OE
Signed off this 8th day of March 2018

For the Union

[Signature]

For the Employer

M. O'Callaghan



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		3/8/18	9:50
UP01	Article 2.03	Amend	

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

2.03

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the ~~Canadian Office and Professional Employees Union~~ with the designation of ~~Local 378~~ and shall remain the sole property of the Union.

E&OE

Signed off this 8 day of March 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP02	Article 3.01	Amend	

ARTICLE 3 – UNION SECURITY

3.01

The employer agrees that all employees in the bargaining unit shall maintain ~~union~~ membership in the ~~Canadian Office and Professional Employees Union~~ as a condition of employment.

E&OE

Signed off this 8 day of March 20 18

For the Union

[Signature]

For the Employer

M. O'Callaghan

CPA v2

3/9/18

2:10 PM

College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 9, 2018

REVISED March 9, 2018

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.04 Temporary

(a) A temporary employee is one so informed by the employer at the start of employment. Temporary employment shall be for a specified period not exceeding ~~seven (7)~~ twelve (12) months' duration ~~over a one (1) year period~~, except as provided in Section 5.04(b) below. After seven (7) months of continuous employment, the temporary employee shall be entitled to the benefits identified in Article 11 fully paid by the Employer. Section 14.03 shall not apply. If employment exceeds twelve (12) months, whereupon such employee shall attain regular status as per Section 5.02 or 5.03 and seniority as per Section 13.04. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of attaining regular status continuous employment.



3/9/18



3/9/18



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		3/8/18	9:50
HK-02	Housekeeping Article 5.05	Amend	

ARTICLE 5 — DEFINITION OF EMPLOYEES (Housekeeping)

5.05

The employer or ~~his~~ their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

The employer agrees to provide proper/full training for all new and current employees regarding all aspects of their jobs. A Policy and Procedure Manual shall also be given to all employees (present and new) outlining general office procedures etc. Employees who are not properly trained shall not be liable for errors made.

E&OE

Signed off this 8 day of March 2018

For the Union



For the Employer



EP2v2 3/9/18
2:05 pm

College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 9, 2018

REVISED March 9, 2018

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 Regular Work Day

A regular workday shall consist of seven (7) consecutive hours worked between the hours of 7:30 a.m. and 5:30 p.m. ~~8:30 a.m. and 5:00 p.m.~~

7.02 Regular Work Week

A regular workweek shall consist of thirty-five (35) hours worked between 7:30 a.m. ~~8:30 a.m.~~ Monday and 5:30 p.m. ~~5:00 p.m.~~ Friday.


7.03


Hours of work as provided in Sections 7.01 and 7.02 may be varied subject to mutual agreement between the employer and the union.

7.04

An unpaid one (1) hour lunch period will be provided and taken near the midpoint of the shift ~~between the hours of 12:00 noon and 2:00 p.m. unless a mutual agreement has been made at a~~ time mutually agreed between the employee and the Employer.

Note: The lunch period may be shortened by mutual agreement between the employer and the union, from one (1) hour but to not less than one-half (½) hour.


3/9/18


3/9/18

EP3

3/9/18

2:45

College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 9, 2018

REVISED March 9, 2018

Move LOU#2 into Agreement and as **Section 7.12 Flextime**

Move Section 15.10 into Section **7.12 Flextime**

Revise as follows:

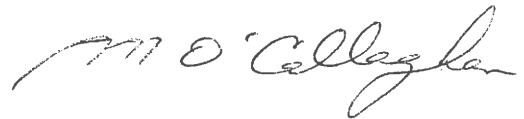
ARTICLE 15

15.10

The Employer shall allow an employee, where requested, to bank a maximum of five (5) flex days per anniversary year. Such time shall be taken at a time mutually agreed upon between the Employer and employee and must be taken during the year in which it is earned. If the Employer can show operational requirements cannot be met, the request may be denied.



3/9/18



3/9/18



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP03 v3	Article 9	<i>Amend</i>	

ARTICLE 9 — ANNUAL VACATIONS

9.01

Paid vacation leave shall be earned and accrued on a monthly basis as per the entitlement schedule in Section 9.03.

Earned vacation shall be calculated on a calendar year basis and must be taken within the calendar year that it is earned. With prior written approval, unused vacation may be carried over to the next year; however, all earned vacation days must be used up by the employer's fiscal year-end of February 28th. Such vacation shall be taken at a time mutually agreed upon with the employer. An employee may not carry over vacation without written approval.

New employees shall be eligible to take their earned vacation only after completion of six (6) months of service.

9.02

Regular employees shall be entitled to receive a paid vacation based upon years of service as follows:

1 to 4 3 years of service: ~~Three (3) weeks~~ Fifteen (15) days of annual vacation
4-5 years of service: ~~Four (4) weeks~~ Twenty (20) days of annual vacation
After 5 years of service: Twenty (20) days plus one additional annual vacation day for each additional year of employment up to a maximum of 35 vacation days.

9.03

Payment for vacation entitlements outlined in Section 9.02 above shall be:

- (a) ~~Three (3) weeks~~ Fifteen (15) days vacation — six percent (6%) of gross earnings or current wage rate, whichever is greater.
- (b) ~~Four (4) weeks~~ Twenty (20) days vacation — eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- (c) 25 – 27 days vacation – ten percent (10%) of gross earnings or current wage rate, whichever is greater.

E&OE

Signed off this 15 day of March 20 18

For the Union

For the Employer

- (d) 28 – 32 days vacation – twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
- (e) 33 – 35 days vacation – fourteen percent (14%) of gross earnings or current wage rate, whichever is greater.

9.04

Employees who resign or who are terminated must pay back vacation entitlement which was taken but not earned.

9.05

Senior employees shall be given preference in the selection of vacation periods. An employee who wishes to take her vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent periods in order of seniority.

9.06 Temporary Employees

Temporary employees shall be entitled to a combined Statutory and Annual Holiday pay at the rate of eight percent (8%) of gross earnings paid on each pay cheque.

9.07 Past Service Credits

An employee re-entering employment with the Employer not more than sixty (60) days after prior termination of employment will receive credit for past service in determining her vacation entitlement after completion of two (2) full calendar years after re-entry.

9.08 Annual Vacation Pay

An employee shall be paid her ~~her~~ their vacation pay according to the provisions as set out in Sections 9.02 and 9.03 and by direct deposit as outlined in Article 12.08, if so requested.

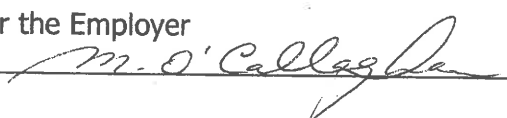
E&OE

Signed off this _____ day of _____ 20____

For the Union

_____ 

For the Employer

_____ 



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP05v2	Article 11	<i>Amend and add new language</i>	

ARTICLE 11 — SICK LEAVE, WELFARE PLANS ^{AND PENSION PLAN} ~~AND REGISTERED RETIREMENT SAVINGS PLAN~~ *md'C*

11.01

Subject to Section 11.02, the Employer shall allow 2 working days per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of ~~thirty (30)~~ forty (40) working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. In order to qualify for sick leave credit in any month, an employee must work a full ten days in that month.

Time off scheduled for all medical / dental appointments shall be noted as such on time sheets and sick leave records and charged on a prorated basis.

11.02

- (a) All regular full-time employees shall be entitled to all the benefits identified in Article 11 fully paid by the Employer.
- (b) All regular part-time employees who work twenty (20) hours or more per week for the prior three (3) consecutive months shall be entitled to all the benefits identified in Article 11 fifty percent (50%) paid by the Employer. This twenty (20) hours per week shall include all sick and vacation leave taken by the employee for any scheduled work day during the week.
- (c) All benefits under Article 11 will take effect on the 1st day of the Calendar month following the probationary period.

11.03 Medical Plan

The Employer shall continue to make available the existing or comparable Medical Plan to all eligible employees.

11.04 Dental Plan

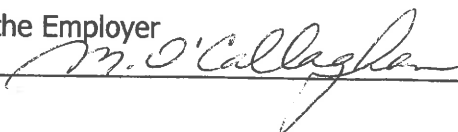
E&OE

Signed off this 15 day of March 20 18

For the Union



For the Employer



The Employer shall continue to make available the existing or comparable Dental Plan to all eligible employees.

11.05 Extended Health Benefit Plan

The Employer shall continue to make available the existing or comparable Extended Health Benefit Plan to all eligible employees. Effective April 1, 2014, July 1, 2019, the Plan will include expenses for employee's prescription eyewear at the level of up to \$350.00 ~~\$300.00~~ every two years and the Plan will include a prescription Direct Pay card at no cost to the employee.

11.06 Group Life Insurance

The Employer shall continue to make available the existing or comparable Group Life Insurance Plan to all eligible employees.

11.07 Group Accident Insurance/Long Term Disability Plan

The Employer shall continue to make available the existing or comparable Group Accident Insurance/Long Term Disability Plan to all eligible employees.

11.08

The Employer shall register all employees under the Workers' Compensation Act of B.C. and pay the full premium cost for employee coverage.

11.09 RRSP Municipal Pension Plan

~~The Employer shall contribute ten and one half percent (10.5%) of employee gross earnings to an RRSP of the employee's choice. The employee may elect to have a payroll deduction of earnings for further contribution to the plan. (Earnings shall include an employee's salary, overtime earnings and any wage protection payments.) (Insert language of Letter of Understanding Re: Article 11.09 Municipal Pension Plan (formerly RRSP))~~

Whereas the College of Pharmacists of British Columbia (the "Employer") and MoveUP (Canadian Office and Professional Employees' Union, Local 378 (the "Union") wish to transition from an employee-directed RRSP contribution retirement plan to the Municipal Pension Plan (the "MPP"), a defined-benefit pension plan, the Employer and the Union agree as follows:

- (a) This letter of Understanding replaces Article 11.09 of the Collective Agreement.
- (b) The Municipal Pension Plan (MPP) shall be provided to all eligible employees as set out in the Pension (Municipal) Act.
- (c) Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.
- (d) All employees hired on or after July 5, 2015 shall be automatically enrolled in the MPP.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

_____ *M. O'Callaghan*

- (e) Employees of record on July 4, 2015 who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP, and must notify the Employer within 90 days of their intention to do so. Eligible employees who initially elect not to join the MPP within the eligible period have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived except as otherwise allowed by the MPP.
- (f) The Employer shall contribute ten and one-half percent (10.5%) of employee gross earnings to an RRSP of the employee's choice for any employees of record on July 4, 2015 who do not join the MPP. (Earnings shall include an employee's salary, overtime earnings and any wage protect payments.)
- (g) Employees may elect to have a payroll deduction of earnings for contribution to an RRSP plan.
- (h) This Memorandum of Understanding will take effect on the date of signing and forms part of the collective agreement. This Memorandum of Understanding is automatically renewed with the signing of a new collective agreement unless otherwise agreed to by the Employer and the Union.

11.10 Eye examinations

~~Employees shall be entitled to one eye exam every two years by an Ophthalmologist/Optomtrist of the employee's choice paid by the employer. Employees shall be required to provide a receipt to the employer for reimbursement.~~

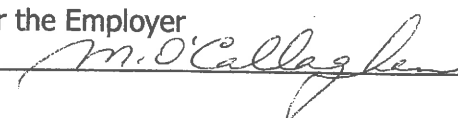
E&OE

Signed off this _____ day of _____ 20____

For the Union

_____ 

For the Employer

_____ 

EPS m 3/9/18
2:09 pm

**College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 9, 2018**

REVISED March 9, 2018

Add the following Memorandum of Understanding.

The Parties agree to:

Remove APPENDIX B Job Descriptions.

The Parties agree that the existing job profilés (without KPI) are the current job descriptions and are agreed to by the parties.

The Parties agree that the current positions are properly classified.


Revise Section 12.01 as follows:

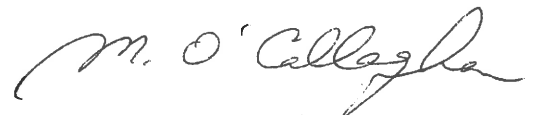
ARTICLE 12 — WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum salary wage rate for such classification in accordance with the table of classifications as set forth in Appendix "A" and the job descriptions as set forth in Appendices "A" and "B" which is are attached hereto and made part of this Agreement.

If the Employer makes a substantive change to an existing job description or creates a new job description, the Employer will provide a copy of the job description to the Union and will become the recognized job description unless the Union presents written objection within thirty (30) days.


3/9/18


3/9/18



(Canadian Office and Professional Employees
Union, Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP06v2	Article 12	<i>Amend</i>	

ARTICLE 12 — WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum salary wage rate for such classification in accordance with the table of classifications and the job descriptions as set forth in Appendixes "A" and "B" which are is attached hereto and made part of this Agreement.

insert second paragraph. 10/11/18

12.02

The rate of pay of any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree to the rate of pay for any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.

12.03

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales, and that any employee may be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.

12.04

Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

12.05

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

12.06

E&OE

Signed off this 15 day of March 2018

For the Union

For the Employer

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job. This provision shall not apply for brief relief periods of less than one (1) day except that if an employee is required to work at a higher classification on a recurring basis (i.e. each day, each week or each month), the higher rate of pay shall apply as provided in Section 12.05 foregoing.

12.07

Any employee hired, who reports for work and is not put to work at the direction of the Employer, shall be guaranteed a minimum of four (4) hours' pay.

12.08

Employees shall be paid and receive a statement of earnings every second Friday. Employees shall be paid on the preceding working day should pay day fall on a paid holiday. The statement of earnings shall be enclosed in a confidential sealed envelope available to employees via confidential and secure log-in from the payroll provider's website. (Delete Letter of Understanding #3)

E&OE

Signed off this _____ day of _____ 20____

For the Union



For the Employer

3/9/18

11:25 am

Count to 4P08

College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 8, 2018

ARTICLE 16 - DISCIPLINE ~~DISCHARGE~~ AND TERMINATION

16.01

NA
or discharge m.c.


It is hereby agreed that the Employer has the right to discipline ~~discharge~~ for just cause, and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. At the time of discipline ~~discharge~~, the Employer will provide the employee with a written statement, clearly establishing the reasons for such discharge, with a copy to the Union. An employee shall have the right to have the Job Steward(s) or Union Representative of the Union attend a meeting scheduled to deal with disciplinary action.

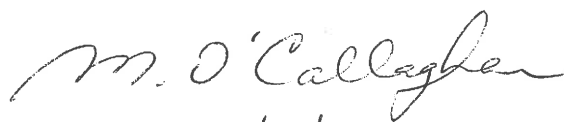
16.02

If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to her former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.03

An employee whose employment is terminated by the Employer, as set forth in Section I above, shall be paid all vacation credits and salary due upon such termination of employment.


3/9/18


3/9/18



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		3/9/18	
UP09v2	Article 18	Amend and add new language	

ARTICLE 18 - GRIEVANCES

18.01

"Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.

18.02

Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

Step 1: The employee, with or without a job steward shall first take up the grievance with the Supervisor directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee and the Chief Job Steward or Representative shall submit the grievance, in writing, to the Registrar or representative designated by the Employer, within the next ten (10) working days. The Union Representative and the Employer Representative shall meet within fifteen (15) working days of receipt of the grievance to discuss and attempt to reach a settlement.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days to Arbitration as set forth in Article 19 or 20.

18.03

Any grievance which is not presented within the time limits set out in this article shall be forfeited and waived by aggrieved party. The time limits set forth in this article may be amended by mutual agreement of the Parties.

E&OE

Signed off this 9 day of March 2018

For the Union

For the Employer

18.04

Nothing in the grievance procedure shall be deemed to take away the right of any employee to present and discuss directly with the Employer, a problem of a personal nature. An employee shall have the right to union representation if requested.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP10v2	Article 19	<i>Amend and add new language</i>	

ARTICLE 19 - ~~SECTION 103~~ - ALTERNATE DISPUTE RESOLUTION

Notwithstanding the procedures set out in Article 18 and ~~subject to the proviso set out below~~, the Parties agree to incorporate the expedited arbitration procedure outlined in ~~Section 103 of the Labour Relations Code~~ below as follows:

~~If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, _____, or a substitute agreed to by the Parties, shall at the request of either Party:~~

- ~~(a) — investigate the difference;~~
- ~~(b) — define the issue in the difference; and~~
- ~~(c) — make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.~~

Expedited Arbitration - Alternate Dispute Resolution (ADR)

Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- a) Mutual agreement by both parties is required.
- b) Neither side shall be represented by lawyers hired for this purpose
- c) Neither side will call witnesses except by mutual agreement
- d) The single arbitrator will be the first available for mutually agreeable date(s) from the following list:
 - 1. Chris Sullivan
 - 2. Judi Korbin
 - 3. Or other arbitrator by mutual agreement between the Parties.
- e) Every effort will be made to complete the hearing in one working day.
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days.

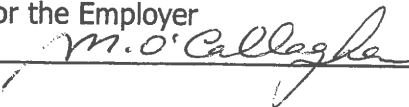
E&OE

Signed off this 15 day of March 2018

For the Union



For the Employer



- g) Awards will be limited to the decision with a summary of the arbitrator's reasons.
- h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances.
- i) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.

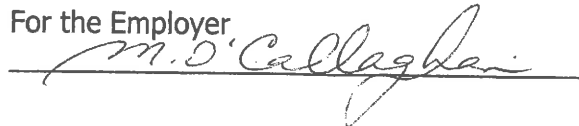
E&OE

Signed off this _____ day of _____ 20____

For the Union



For the Employer





(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP11v2	Article 22	<i>Amend and add new language</i>	

ARTICLE 22 – DURATION

22.01

This Agreement shall be binding and remain in full force for the period from and including March 1, 2018 to and including February 28, 2023.

22.02

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia.

22.03 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining. If Notice is not given by either party 90 days or more before the expiry of the agreement, both parties are deemed to have given notice.

22.04 Agreement to Continue in Force

Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until new or revised Agreement is signed by the Parties without prejudicing the position of the new or revised Agreement.

Dated this _____ Day of _____, 2018 at Vancouver, British Columbia.

**Signed on behalf of the Employer
Party of the First Part:**

Kitty Chiu, Human Resources

Bob Nakagawa, Registrar

**Signed on behalf of the Union
Party of the Second Part:**

Noel Gulbransen, Union Representative

Megi Korovesi, Job Steward

Elsie Farkas, Job Steward

E&OE

Signed off this 15 day of March 20 18

For the Union

For the Employer

EP 6/7
1:46 pm

College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 8, 2018

APPENDIX A

CLASSIFICATIONS

Revise as follows:

CATEGORY 2

Administrative Assistant – Office Services

CATEGORY 3

Administrative Assistant – Complaints & Investigations


Administrative Assistant – Operations

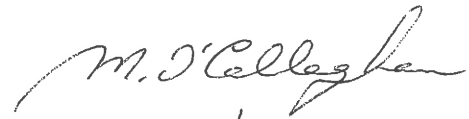
CATEGORY 4

Administrative Assistant – Licensure & Pharmacy Renewals

Administrative Assistant – Practice Review & Quality Assurance

Administrative Assistant – Registration & Registrant Renewals


3/9/18


3/9/18



(Canadian Office and Professional Employees Union,
Local 378)

**COLLEGE OF PHARMACISTS
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP12v2	Appendix A	Amend	

APPENDIX "A"

CLASSIFICATIONS AND SALARIES

March 1, 2018 – 2% increase for all wage classifications

March 1, 2019 – 2% increase for all wage classifications

March 1, 2021 – 2.25% increase for all wage classifications

March 1, 2020 – 2.25% increase for all wage classifications

March 1, 2022 – 2.25% increase for all wage classifications

E&OE

Signed off this 15 day of March 20 18

For the Union

For the Employer

Er counter to UP13

3/9/18
2:12 pm

**College of Pharmacists and MoveUP
Collective Bargaining
Employer Bargaining Proposals for Renewal of the Collective Agreement
March 9, 2018**

LETTER of UNDERSTANDING #1

Sexual and/or Personal Harassment in the Workplace

BETWEEN: College of Pharmacists of British Columbia

AND: ~~Canadian Office and Professional Employees Union Local 378~~

MoveUP (Canadian Office and Professional Employees Union, Local 378)

(a) COPE 378 and the Employer recognize the right of an employee to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

(b) Sexual harassment is engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (i) sexual solicitation or advance or inappropriate physical contact and sexual assault;
- (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate physical contact is rejected.

(c) Personal harassment is any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the BC Human Rights Code ~~Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability)~~ (race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age) that is likely to cause offence or humiliation to any person.

(d) Bullying includes any inappropriate conduct or comment by a person towards a colleague that the person knew or reasonably ought to have known would cause that colleague to be humiliated or intimidated. Bullying behavior includes, but is not limited to:

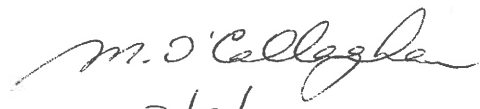
- (i) Verbal aggression or yelling
- (ii) Humiliating initiation practices or hazing
- (iii) Spreading malicious rumors or calling someone derogatory names

Bullying excludes:

- (i) Expressing differences of opinion
- (ii) Offering constructive feedback, guidance, or advice about work-related behavior
- (iii) Reasonable action taken by an employer or supervisor, relating to the management and direction of employees, or the place of employment (e.g., managing an employee's performance, taking reasonable disciplinary actions, assigning work)

(ed) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest


3/9/18


3/9/18

alleged occurrence through the Union directly to the Registrar of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(i) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.

(ii) The Registrar's designate and a Union representative shall investigate the complaint and shall submit reports to the Registrar, in writing, within thirty (30) days of receipt of the complaint. The Registrar shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.

(iii) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.

(iv) Pending determination of the complaint, the Registrar may take interim measures to separate the employees concerned if deemed necessary.

(fe) Where either Party to the proceeding is not satisfied with the Registrar's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer Representative, and a mutually agreed upon Chairperson, and the majority decision will be final and binding. The panel shall have the right to:

(i) dismiss the complaint;

(ii) determine the appropriate level of discipline to be applied to the offender; and/or

(iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(gf) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Registrar or the panel.

A.A

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